



CHAPTER civ.

An Act to incorporate and confer powers upon the
Corby (Northants) and District Water Company
for the construction and maintenance of water-
works and for supplying water in parts of the
counties of Northampton Leicester and Rutland.
[31st July 1931.]

A.D. 1931.

WHEREAS the due utilisation of the native deposits
of ironstone in or in the neighbourhood of the
county of Northampton in the manufacture and pro-
duction of iron and steel is largely dependent upon an
adequate supply of water for use in such processes being
available :

And whereas the provision of a supply of water for
all purposes within the limits hereinafter described
would be of public and local advantage and would in
particular by permitting the local production of increased
quantities of iron ore pig-iron and steel in lieu of imported
iron ore pig-iron and steel encourage the establishment
of new and the extension of existing iron steel and other
works in the locality and thus promote industry and
increase employment :

And whereas the persons in that behalf in this Act
named with others are willing on being incorporated
into a company with the necessary powers for such
purpose to undertake the provision of such supply and

A.D. 1931. it is expedient that they should be incorporated
— accordingly and that such other powers as are in this
Act contained should be conferred on them for carrying
the purposes of this Act into effect :

And whereas plans and sections showing the lines
situation and levels of the works authorised by this
Act and the lands which may be taken for the purposes
thereof and also a book of reference to the plans
containing the names of the owners or reputed owners
lessees or reputed lessees and of the occupiers of such
lands have been deposited with the clerks of the county
councils of the counties of Northampton Leicester and
Rutland respectively and are hereinafter respectively
referred to as the deposited plans sections and book of
reference :

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

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

PART I.

PRELIMINARY.

Short title. **1.** This Act may be cited as the *Corby (Northants)
and District Water Act 1931.*

Act divided
into Parts. **2.** This Act is divided into Parts as follows :—
Part I.—Preliminary.
Part II.—Financial provisions.
Part III.—Waterworks &c.
Part IV.—Lands &c.
Part V.—Supply of water &c.
Part VI.—Protective provisions.
Part VII.—Administrative provisions.
Part VIII.—Miscellaneous provisions.

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

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Incorporation of general Acts.

(1) The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital) and Part I (relating to cancellation and surrender of shares) and Part III (relating to debenture stock) except the words "and to the same amount as" in section 22 of the Companies Clauses Act 1863 as amended by subsequent Acts :

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

(3) The Lands Clauses Acts :

Provided always that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Minister of Health on the application of either party :

(4) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and for the purposes of this Act such provisions shall have effect as if so much of the lines of pipes by this Act authorised as will not be constructed in a highway were referred to in lieu of "the railway" and as if the centre lines of so much of the lines of pipes as aforesaid were referred to in lieu of "the centre of the railway."

4. In this Act the several words and expressions hereinafter mentioned have the meanings hereby assigned

Interpretation.

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and District Water Act, 1931.

A.D. 1931. to them unless there be something in the subject or
— context repugnant to such construction (that is to say) :—

Words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings ;

The expression " the Company " means the Company incorporated by this Act ;

The expressions " the waterworks " and " the undertaking " respectively mean and include the waterworks and the works connected therewith and the undertaking by this Act authorised ;

The expression " the limits of supply " means the limits of this Act for the supply of water defined in the section of this Act of which the marginal note is " Limits of supply " ;

The expression " the council " means the Kettering Rural District Council ;

The expression " the Kettering Rural waterworks " means the wells sources of water pumping stations reservoirs mains pipes and other works of the council for the time being used by them for the purpose of supplying water in the parishes of Corby and Stanion in the rural district of Kettering and the respective sites of such wells sources of water reservoirs and works ;

" The tribunal " means the arbitrator or other body to whom any question of disputed purchase money or compensation under this Act is referred ;

The expression " the directors " means the directors of the Company.

Company
incorporated.

5. Charles Gurney Atha Sir Arthur Richard de Capell Brooke Baronet Roger John Edward Conant Alan Campbell McDiarmid Samuel Janson Lloyd Samuel Charles Edward Lloyd and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the waterworks and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of the " Corby (Northants)

and District Water Company ” and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act and with all the other powers and privileges of a body corporate. A.D. 1931.

6. The Company shall be established for the purpose of making and maintaining the waterworks and for supplying water under the powers of this Act and for carrying on the business usually carried on by water companies and generally for carrying the powers of this Act into execution. General purposes of Company.

PART II.

FINANCIAL PROVISIONS.

7. The capital of the Company shall be two hundred and sixty thousand pounds in twenty-six thousand shares of ten pounds each. Capital.

8. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof. Issue of shares.

9. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls. Calls.

10. If any money is payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company. Receipt in case of persons not sui juris.

11. When fifty thousand pounds of the capital of the Company shall have been paid up or subscribed under contract binding the parties thereto their heirs executors and administrators for the payment of the several sums in such portions of capital by them respectively subscribed it shall be lawful for the Company to put in force the powers of this Act with respect to the purchase and taking of lands otherwise than by agreement The deposit with the Minister of Portion of capital to be subscribed before compulsory powers put in force.

A.D. 1931. Health of a statutory declaration by two of the directors and the secretary of the Company that the said sum of fifty thousand pounds has been paid up or subscribed as aforesaid shall be sufficient evidence thereof.

Power to borrow.

12. The Company may borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-half part of the nominal amount of the share capital of the Company which at the time of borrowing has been actually issued and accepted but no part of any such sum or sums shall be borrowed until the shares in respect of which the borrowing power is exercised are issued and accepted as aforesaid and one-half of the total nominal amount thereof is paid up and the Company shall have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that such shares have been issued and accepted and that one-half of the total nominal amount thereof has been paid up and that not less than one-fifth part of the amount of each separate share issued and accepted has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted and to the extent aforesaid paid up bona fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of receiver.

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

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

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Debenture
stock.

15. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act and the interest due thereon shall have priority against the Company and all the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act. Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Acts or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the undertaking and the works or injuriously affected by the construction thereof or by the exercise of any of the powers conferred on the Company.

Priority of
mortgages
and debenture
stock
over other
debts.

16.—(1) The Company may for the purposes of or in connection with the undertaking borrow or raise moneys on temporary loans from bankers by means of overdrafts or otherwise or by the issue of notes or bonds of a currency of not less than five years and of not more than ten years and may draw accept and endorse bills of exchange or other negotiable instruments.

Company
may incur
temporary
loans.

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(2) The powers of raising moneys conferred by this section shall be alternative to and not in addition to any powers for the time being of the Company to borrow on debenture or mortgage of the undertaking or to raise moneys by the issue of debenture stock.

(3) The aggregate amount outstanding at any one time of the moneys raised under this section shall not exceed thirty thousand pounds.

Application
of moneys.

17. Subject to the provisions of this Act all moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to purposes to which capital is properly applicable.

Power to
pay interest
out of capi-
tal during
construc-
tion.

18. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money which they are by this Act authorised to raise pay interest at such rate not exceeding six pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the waterworks or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say) :—

(a) No such interest shall begin to accrue until the Company shall have deposited with the Minister of Health a statutory declaration by two of the directors and the secretary of the Company that one-half at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same;

(b) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;

(c) The aggregate amount to be so paid for interest shall not exceed one-fifth of the capital for the time being issued and paid up and the amount so paid shall not be deemed share

capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-half of the amount paid for interest as aforesaid;

- (d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares which may be issued by or on behalf of the Company during any period during which such interest shall be paid;
- (e) The accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section.

Save as hereinbefore set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

19.—(1) The Company may charge to capital account the interest accruing until the expiration of the time limited by this Act for the completion of the waterworks or such less period as the directors may determine on all or any moneys borrowed on mortgage or debenture or temporary loan or raised by the issue of debenture stock notes or bonds under the powers of this Act for the purpose of providing funds for the purposes to or on which capital may under the provisions of this Act be applied or expended.

Interest out of capital on borrowed money.

(2) The accounts of the Company shall include a statement showing the amount of interest charged to capital account in pursuance of this section and the rate or rates thereof.

20. The Company shall not be bound to see to the execution of any trusts whether express implied or constructive to which any stock or debenture stock

Company not bound to regard trusts.

A.D. 1931. — may be subject and the provisions of section 20 of the Companies Clauses Consolidation Act 1845 shall *mutatis mutandis* extend and apply to any stock or debenture stock of the Company as if the same were shares in the capital of the Company.

PART III.

WATERWORKS &C.

Power to
construct
works.

21. Subject to the provisions of this Act the Company may in the lines or situations shown upon the deposited plans and upon the lands delineated on the deposited plans and described in the deposited book of reference make and maintain the following works (that is to say):—

In the counties of Rutland and Leicester—

Work No. 1 A reservoir (to be called and in this Act referred to as the Eye Brook reservoir) in the parishes of Stoke Dry and Caldecott in the rural district of Uppingham in the county of Rutland and in the parishes of Great Easton and Stockerston in the rural district of Hallaton in the county of Leicester to be formed by means of an embankment or dam across the Eye Brook at a point distant 78 chains or thereabouts measured in a north-westerly direction from the north-west corner of St. John's Church Caldecott.

In the counties of Rutland and Leicester—

Work No. 2 A diversion (No. 1) of the public roads leading from Great Easton to Stoke Dry and from Stockerston to Stoke Dry to be situate in the said parishes of Stoke Dry and Stockerston commencing at a point in the said public road from Great Easton to Stoke Dry 4 chains or thereabouts measured in a north-easterly direction from the southernmost corner of the enclosure numbered 46 in the said parish of Stoke Dry on the 1/2500 Ordnance map Leicestershire sheet XLVII.1 and Rutland sheet XV.1 (second

edition of 1904) and terminating at a point in the public road from Stockerston to Great Easton 14 chains or thereabouts measured in a north-westerly direction from the south-eastern corner of the enclosure numbered 113 in the said parish of Stockerston on the same Ordnance map and sheet and crossing the Eye Brook at a point 5 chains or thereabouts measured in a north-westerly direction from the south-east corner of the enclosure numbered 92 in the said parish of Stockerston on the 1/2500 Ordnance map Rutland sheet XIII.13 and Leicestershire sheet XL.13 (second edition of 1904).

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In the county of Leicester—

Work No. 3 An alteration of the level of the public road leading from Great Easton to Stockerston and Stoke Dry to be situate wholly in the said parish of Stockerston commencing in the said road at a point therein 20·3 chains or thereabouts measured in a southerly direction from the north-eastern corner of the said enclosure numbered 113 in the said parish of Stockerston on the 1/2500 Ordnance map Leicestershire sheet XLVII.1 Rutland sheet XV.1 (second edition of 1904) and terminating at a point therein 27·6 chains or thereabouts measured in a north-easterly direction from the south-western corner of the enclosure numbered 114 in the said parish of Stockerston on the same Ordnance map and sheet.

In the county of Leicester—

Work No. 4 An alteration of the level of the public road leading from Great Easton to Stockerston and Stoke Dry to be situate wholly in the said parish of Stockerston commencing in the said road at a point therein 9 chains or thereabouts measured in a north-easterly direction from the south-western corner of the said last-mentioned enclosure numbered 114 and terminating at a point therein 10 chains or thereabouts

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measured in a south-easterly direction from the north-western corner of the enclosure numbered 119 in the said parish of Stockerston on the same Ordnance map Leicestershire sheet XLVII.1 Rutland sheet XV.1.

In the county of Leicester—

Work No. 5 A diversion (No. 2) of the public road leading from Great Easton to Stockerston and Stoke Dry to be situate in the said parishes of Stockerston and Great Easton commencing in the parish of Stockerston in the said road at a point therein 13.5 chains or thereabouts measured in a south-easterly direction from the north-western corner of the said last-mentioned enclosure numbered 119 and terminating in the said parish of Great Easton at a point in the said public road 1 chain or thereabouts measured in a north-easterly direction from the westernmost corner of the enclosure numbered 40 in the said parish of Great Easton on the 1/2500 Ordnance map Leicestershire sheet XLVII.5 and Rutland sheet XV.5 (second edition of 1904).

In the counties of Rutland and Leicester—

Work No. 6 A new road or private carriageway in the said parishes of Caldecott and Great Easton commencing in the said parish of Caldecott at the embankment or dam of the said reservoir (Work No. 1) at a point 12 chains or thereabouts measured in a south-westerly direction from the easternmost corner of the enclosure numbered 139 in the said parish of Caldecott on the 1/2500 Ordnance map Leicestershire sheet XLVII.5 and Rutland sheet XV.5 (second edition of 1904) and 7.5 chains measured in a north-westerly direction from the south-eastern corner of the said last-mentioned enclosure numbered 139 and terminating in the said parish of Great Easton at the south-eastern boundary of the enclosure numbered 14 in the said last-mentioned parish on the 1/2500 Ordnance

map Northamptonshire sheet XI.10 Leicestershire sheet XLVII.10 and Rutland sheet XV.10 (second edition of 1900) at a point 0.4 chain or thereabouts measured in a north-easterly direction from the southern corner of the said last-mentioned enclosure numbered 14.

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In the counties of Rutland and Leicester—

Work No. 7 A line or lines of pipes (No. 1) in the said parishes of Caldecott and Great Easton commencing at the point of commencement of the said road (Work No. 6) and terminating in the parish of Great Easton in the enclosure numbered 220 in the said parish of Great Easton on the said last-mentioned Ordnance map Northamptonshire sheet XI.10 Leicestershire sheet XLVII.10 Rutland sheet XV.10 at a point 1.4 chains or thereabouts measured in a northerly direction from the south-western corner of the said enclosure numbered 220 and 4.2 chains measured in a westerly direction from the south-eastern corner of the said enclosure numbered 220.

In the county of Leicester—

Work No. 8 A pumping station and works for the treatment and filtration of water in the said parish of Great Easton in the said last-mentioned enclosure numbered 220 and at the point of termination of the said line or lines of pipes (Work No. 7).

In the counties of Leicester and Northampton—

Work No. 9 A line or lines of pipes (No. 2) in the said parish of Great Easton and the parish of Rockingham in the rural district of Gretton commencing in the said parish of Great Easton in the said last-mentioned enclosure numbered 220 at the point of termination of the said line or lines of pipes (Work No. 7) and terminating in the public road in the said parish of Rockingham leading to Corby at a point 3.1 chains or thereabouts measured in an easterly direction

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from the north-western corner of the enclosure numbered 83 in the said parish of Rockingham on the 1/2500 Ordnance map Northamptonshire sheet XI.14 (second edition of 1900) and 5.1 chains or thereabouts measured in a south-easterly direction from the south-eastern corner of enclosure numbered 65 in the said parish on the same Ordnance map and sheet.

In the county of Northampton—

Work No. 10 A line or lines of pipes (No. 3) to be situate wholly in the said parish of Rockingham commencing at the point of termination of the said line or lines of pipes (Work No. 9) and terminating in the enclosure numbered 83 on the 1/2500 Ordnance map Northamptonshire sheet XI.14 (second edition of 1900) at a point 4.3 chains or thereabouts measured in a south-easterly direction from the north-western corner of the said enclosure numbered 83 and 10 chains or thereabouts measured in a westerly direction from the north-eastern corner of the said enclosure numbered 83.

In the county of Northampton—

Work No. 11 A line or lines of pipes (No. 4) in the said parish of Rockingham and the parish of Corby in the rural district of Kettering commencing in the said parish of Rockingham at the point of termination of the said line or lines of pipes (Work No. 9) and terminating in the said parish of Corby in the public road from Rockingham at a point 3.5 chains or thereabouts measured in a south-easterly direction from the south-eastern corner of the enclosure numbered 173 (cemetery) on the 1/2500 Ordnance map Northamptonshire sheet XVII.3 (second edition of 1900).

In the county of Northampton—

Work No. 12 A line or lines of pipes (No. 5) to be situate wholly in the said parish of Corby commencing in the public road by a junction with the said line or lines of pipes

(Work No. 11) at a point 0·7 chain or thereabouts measured in a south-easterly direction from the south-eastern corner of the said last-mentioned enclosure numbered 173 and terminating at a point at or near the southern end of the lane at the north-eastern corner of enclosure numbered 150 on the said last-mentioned Ordnance map and sheet. A.D. 1931.

In the county of Northampton—

Work No. 13 A water tower or elevated service reservoir to be situate wholly in the said parish of Rockingham in the enclosure numbered 83 referred to in the foregoing description of the line or lines of pipes (Work No. 10) and at or near the point of termination of that work.

22. In addition to the foregoing works the Company may upon the lands for the time being belonging to them for the purposes of the undertaking or over which they may obtain easements make and maintain all such cuts channels catchwaters tunnels adits conduits pipes culverts drains sluices washouts byewashes shafts water towers overflows waste-water channels gauges filters works for the treatment of water tanks banks walls bridges embankments piers approaches telegraphs telephones and other means of electric communication engines machinery and appliances as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any of them but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them. Subsidiary works.

23. In the construction of the works authorised by the section of this Act of which the marginal note is “Power to construct works” the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such roads shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards: Limits of deviation.

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— Provided that the Company shall not construct the embankment or dam of the Eye Brook reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of that embankment or dam and five feet in addition and that except for the purpose of crossing over a river stream or canal no part of the lines of pipes 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.

Power to
take water.

24. The Company may by means of the waterworks collect divert impound take use appropriate and distribute for the purposes of the undertaking all the waters of the stream known as the Eye Brook and all such other springs streams and waters as will or can be intercepted by the aforesaid waterworks or any of them.

As to com-
pensation
water.

25.—(1) (a) From and after the completion first filling and bringing into use of the Eye Brook reservoir and the completion and bringing into use of the line or lines of pipes (Works Nos. 7 9 and 11) by this Part of this Act authorised the Company shall discharge or cause to flow as nearly as possible in a regular and continuous flow from and out of the Eye Brook reservoir or the works immediately connected therewith into the Eye Brook at a point therein situate not more than three hundred yards below the downstream foot of the embankment of such reservoir not less than seven hundred thousand gallons of water per day of twenty-four hours on every day of the year.

(b) For the purpose of measuring the quantity of water to be so caused to flow by the Company into the Eye Brook they shall cause to be erected and shall maintain on the said brook below the Eye Brook reservoir as the circumstances of the case require and not more than five hundred yards below the downstream foot of the embankment of the said reservoir a weir and a sufficient automatically self-recording gauge for measuring the quantity of water to be discharged or to flow as aforesaid and such gauge and weir shall be open to the inspection and examination of the Nene and Welland Fishery Board (in this section referred to as "the board") and of all persons interested in the flow of the water in the said brook.

(2) If the Company commit any breach of any of the foregoing provisions of this section they shall for every day on which such breach occurs forfeit and pay to each of the persons affected by such breach including the board who may sue for and recover the same the sum of five pounds and shall in addition make compensation for any loss damage or injury sustained by such persons or any of them by reason of such breach the amount of such compensation in case of non-agreement to be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

(3) If any difference shall arise between the Company and the board or any person interested in the flow of the water in the said brook with respect to the construction maintenance or use of the said gauge or the state of repair or condition thereof such difference shall be referred to the arbitration of an engineer to be appointed unless otherwise agreed on the application of either of them by the President of the Institution of Civil Engineers.

(4) The Company shall keep records of the quantity of water passing through the said gauge and such records shall be deposited at the offices of the Company and shall be open to the inspection at all reasonable times of the board and of all persons interested therein who shall be entitled to take copies thereof free of charge.

(5) The provisions of this section shall be accepted and taken by all persons interested as full compensation for all water which the Company are by this Act authorised to divert collect impound or appropriate by means of the waterworks except in respect of any lands between the downstream foot of the said embankment and the said point of discharge of water into the said brook.

26.—(1) The Company may stop up—

(a) so much of the public road leading from Great Easton to Stoke Dry as lies between the point of commencement of the road diversion (Work No. 2) authorised by this Part of this Act and a point on the public road from Great Easton to Stockerston

Stopping up
of roads
footpaths
&c.

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18·5 chains or thereabouts measured in a southerly direction from the north-eastern corner of the enclosure numbered 113 in the parish of Stockerston on the 1/2500 Ordnance map Leicestershire sheet XLVII.1 Rutland XV.1 (second edition of 1904);

- (b) So much of the public road in the said last-mentioned enclosure numbered 113 leading from Stockerston to Stoke Dry as lies between a point 4·5 chains measured in a southerly direction from the north-eastern corner of the said last-mentioned enclosure and a point 4·5 chains measured in a north-westerly direction from the south-eastern corner of the said enclosure;
- (c) So much of the public road leading from Stockerston to Great Easton and Stoke Dry as lies between the point of termination of the road diversion (Work No. 2) by this Part of this Act authorised and a point 11·5 chains or thereabouts measured in a southerly direction from the north-eastern corner of the enclosure numbered 92 in the parish of Stockerston on the 1/2500 Ordnance map Rutland XIII.13 Leicestershire sheet XL.13 (second edition of 1904);
- (d) The public footpath and footbridge over the Eye Brook in the enclosures numbered 113 in the parish of Stockerston and 57 in the parish of Stoke Dry on the 1/2500 Ordnance map (second edition of 1904) Leicestershire sheet XLVII.1 and Rutland XV.1;
- (e) So much of the public road leading from Great Easton to Stockerston and Stoke Dry as lies between the respective points of commencement and termination of the road diversion (Work No. 5) by this Part of this Act authorised :

Provided that the Company shall not stop up the portions of public roads and the footpath and

footbridge (a) (b) (c) (d) and (e) hereinbefore described A.D. 1931.
respectively—

- (i) until in the case of the said portions of public roads (a) (b) and (c) and the public footpath and footbridge (d) the road diversion (Work No. 2) by this Part of this Act authorised has been completed to the reasonable satisfaction of the respective road authorities and is open for public use; and
- (ii) until in the case of the said portion of public road (e) hereinbefore described the road diversion (Work No. 5) by this Part of this Act authorised has been completed to the reasonable satisfaction of the road authority and is open for public use;

or in case of difference between the Company and any road authority until two justices acting for and residing in the county or each of the counties in which the road diversion in question is situate shall have certified that the same has been completed to their satisfaction and is open for public use :

Provided also that before applying to the justices for their certificate the Company shall give to the respective road authorities twenty-eight days' notice in writing of their intention to apply for the same.

As from the completion of the said road diversions to the satisfaction of the road authorities respectively or as from the date of the said certificates as the case may be all rights of way over or along the said portions of existing roads and the said footpath and footbridge shall be extinguished.

(2) All public rights of way over so much of any other highways (whether roads footpaths or footbridges) as will be submerged by the Eye Brook reservoir shall as from the commencement of the filling of that reservoir be also extinguished.

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

A.D. 1931.

—
As to repair
of road
diversions
&c.

27.—(1) The road diversions (Works Nos. 2 and 5) including the bridge by which the said road diversion (Work No. 2) shall be carried across the Eye Brook and the alteration of levels of public roads (Works Nos. 3 and 4) by this Act authorised shall be maintained and repaired by and at the expense of the Company for one year after the completion of the same respectively and upon the expiration of the said period of one year shall be maintained and repaired by and at the expense of the road authorities of the districts in which the same are respectively situate :

Provided that upon the completion of the said bridge the Company shall pay to each of the councils for the administrative counties of Leicester and Rutland respectively in consideration of those councils respectively accepting liability for the maintenance and repair of the said bridge and the roadway thereon after the expiration of the period of one year aforesaid a sum of money equal to one-sixth part of the nett cost to the Company of the construction of the said bridge (in this section referred to as "the said cost") and upon such payments respectively being made so much of the structure of the said bridge as will be situate in the county of Rutland shall by virtue of this Act vest in the council of that administrative county and so much of the structure of the same as will be situate in the county of Leicester shall vest in the council of that administrative county.

(2) Any dispute or difference which may arise between the Company and the said councils or either of them as to the amount of the said cost shall be referred to and determined by arbitration by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties to the difference.

Period for
completion
of works.

28. If the waterworks are not completed within the period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making thereof or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed. Provided that the Company may extend enlarge alter reconstruct renew or remove any of their works and plant as and when occasion may require.

29. The Company may on the application of the owner or occupier of any premises within the limits of supply abutting on or being erected in any street laid out but not dedicated to public use supply such premises with water and for that purpose the Waterworks Clauses Act 1847 shall apply as if section 29 of that Act were excepted from incorporation with this Act :

A.D. 1931.
—
Power to lay pipes in streets not dedicated to public use.

Provided that the Company shall not exercise their powers under this section with respect to any street or road belonging to the London Midland and Scottish Railway Company except with the consent of such company which shall not be unreasonably withheld.

30.—(1) For the purpose of constructing altering repairing emptying cleansing or examining any reservoir aqueduct line of pipes filters works for the treatment of water or other work for the time being belonging to them the company may cause the water in any such work to be temporarily discharged into any available surface-water sewer stream or watercourse Provided that water so discharged shall be as free as may be reasonably practicable from mud or soil or offensive matter and other matter injurious to fish or spawn or spawning beds or food of fish.

Temporary discharge of water into streams &c.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of such compensation to be settled in case of difference by arbitration.

(3) The powers of this section shall not be exercised so as to damage or injuriously to affect the railways or works of the London Midland and Scottish Railway Company.

31. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any streets or roads of the aqueducts conduits and lines of pipes by this Act authorised and of any discharge pipes telephone or telegraph posts wires conductors or apparatus which the Company may determine and

Application of Waterworks Clauses Act 1847 to aqueducts discharge pipes telephones &c.

A.D. 1931. — which accordingly they are hereby authorised to erect or lay down for the purposes of their undertaking.

For protec-
tion of
Postmaster-
General.

32. Any telegraphs telephones posts wires conductors apparatus or other means of electric communication made constructed laid down or erected under the provisions of this Act shall not be used for the transmission of any telegram which is within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 or be installed or worked in contravention of the Wireless Telegraphy Acts 1904 to 1906 or any statutory re-enactment or modification thereof and shall not be constructed maintained or used in such a manner as to interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

Company may
dispose of
materials
excavated in
course of works.

33. The Company may deal with and dispose of the material and soil excavated or dug up in the course of the execution of any of the waterworks.

Power to lay
mains be-
yond limits
of supply.

34. The Company may for the purpose of affording a supply of water in bulk under the provisions of the sections of this Act of which the marginal notes are respectively "Contracts for supplying water in bulk" and "For protection of urban district council of Kettering" exercise as regards the portion of the road in the parishes of Glendon Barford and Rushton in the rural district of Kettering in the county of Northampton hereinafter described the powers conferred upon them by the Waterworks Clauses Act 1847 with reference to the breaking up of streets for the purpose of laying pipes as if such portion of the said road was within the limits of supply The portion of road hereinbefore referred to is—

So much of the public road leading from Kettering northward to Rockingham and Uppingham as lies between the point where the boundary of the parish of Great Oakley in the rural district of Kettering crosses the said road south of Storefield Wood and the point where the boundary of the urban district of Kettering crosses the said road at or near the junction thereof with Weekley Wood Lane and the public road leading to Glendon.

35.—(1) The Company may purchase from the council and the council may sell and transfer to the Company the Kettering Rural waterworks or any part or parts thereof upon such terms and subject to such conditions as may be agreed between the Company and the council. A.D. 1931.
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As to purchase of waterworks of council.

(2) On the completion of the purchase of the Kettering Rural waterworks or any part or parts thereof the Company may maintain hold and use the same for the purposes of the undertaking and the provisions of this Act shall apply to the Kettering Rural waterworks or the part or parts thereof so purchased in all respects as if the same had been constructed or laid down under the authority of this Act and as if any works for the taking or intercepting of water comprised therein and the lands upon which any such works are constructed had been specified in this Act. Provided that as from such completion the provisions of the section of this Act of which the marginal note is "Power to local authority to supply if Company fails to supply" shall apply and have effect with respect to the parish which is supplied with water by the council by means of the works so purchased subject to the substitution for the reference in the said section to the period of five years from the passing of this Act of a reference to a period of two years from the date of the completion of such purchase.

(3) The Council shall apply all money received by them as the consideration for any sale under this section—

First in repaying any outstanding money borrowed by the council for the purposes of their waterworks undertaking; and

Secondly to such other purposes to which capital money is properly applicable as the Minister of Health may sanction.

PART IV.

LANDS &C.

36. Subject to the provisions of this Act the Company may enter upon take and use all or any part of the lands delineated on the deposited plans and described in the deposited book of reference which they may require for the purposes of the waterworks. Power to take lands for waterworks &c.

A.D. 1931.
—
Further
powers for
acquisition
of lands.

37. The Company may enter upon take and use the lands hereinafter referred to and delineated on the deposited plans and described in the deposited book of reference and may hold and use the same for the general purposes of and in connection with the undertaking.

The lands in this section referred to are—

In the parish of Corby in the county of Northampton—

Parts of the enclosures numbered in the said parish 294 and 236 on the 1/2500 Ordnance map Northamptonshire sheet XI.15 (second edition of 1900);

Part of the enclosure numbered in the said parish 199 on the 1/2500 Ordnance map Northamptonshire sheet XVII.3 (edition of 1900);

In the parish of Great Easton in the county of Leicester—

The enclosures numbered in the said parish 62 63 64 73 75 79 and parts of the enclosures numbered in the said parish 48 65 67 71 74 76 78 and 104 on the 1/2500 Ordnance map Leicestershire sheet XLVII.5 and Rutland XV.5 (second edition of 1904);

In the parish of Caldecott in the county of Rutland—

The enclosure numbered in the said parish 87 and parts of the enclosures numbered in the said parish 86 and 138 on the 1/2500 Ordnance map Northamptonshire sheet XI.6 Leicestershire sheet XLVII.6 and Rutland XV.6 (second edition of 1900).

Period for
compulsory
purchase of
lands &c.

38. The powers of the Company for the compulsory purchase of lands and easements or rights for the purposes of this Act shall cease after the thirty-first day of October nineteen hundred and thirty-four.

Persons
under dis-
ability may
grant ease-
ments &c.

39. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege

(not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1931.

40. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the land in question may apply to two justices acting for the county of Northampton the county of Leicester or the county of Rutland (as the case may require) for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk to the Northampton County Council the clerk to the Leicester County Council or the clerk to the Rutland County Council (as the case may require) and a duplicate thereof shall also be deposited with the clerk to the council of the parish in which such lands are situate or if there be no parish council with the chairman of the parish meeting and such certificate and duplicate respectively shall be kept by such clerks to the county councils clerks of parish councils and chairmen of parish meetings respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate. Correction of errors in deposited plans and in book of reference.

41.—(1) The Company may in lieu of acquiring any lands for the purposes of the waterworks where the same are intended to be constructed underground acquire such easements or rights only in such lands Company may acquire easements only in certain cases.

A.D. 1931. — as they may require for such purposes (including the making enlarging renewing maintaining repairing inspecting cleansing managing using working and obtaining access to such works and conveniences) and may give notice to treat in respect of such easements or rights describing the nature thereof and the rights which the Company require for or incidental to the said purposes and the restrictions subject to which the owners and occupiers may use the lands and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements or rights as fully as if the same were lands within the meaning of those Acts.

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

(3) Provided that nothing in this section contained shall authorise the Company to acquire by compulsion any such easement or right in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for an easement or right or to impose any such restriction only.

(4) Every notice to treat for the acquisition of an easement or right or the imposition of a restriction shall either contain or be endorsed with a copy of this section.

Power to purchase lands already subject to easements.

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

43.—(1) All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands be extinguished. A.D. 1931.
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Extinction
of private
rights of
way.

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

44. In settling any question of disputed purchase money or compensation under this Act the tribunal shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in lands created after the fourth day of December nineteen hundred and thirty if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act. Compensa-
tion in case
of recently
acquired
interests &c.

45. 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 by this Act authorised to be taken and used as aforesaid or any of them for the purposes of surveying and valuing the said lands 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. Power to
Company to
enter upon
property for
survey and
valuation.

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

A.D. 1931.

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

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

Power to take additional lands by agreement.

47. The Company in addition to any land which they are otherwise by this Act authorised to acquire may from time to time by agreement purchase take on lease or otherwise acquire and hold for the purposes of the undertaking any lands (not exceeding in the whole ten acres) or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) over or in respect of lands which the Company may deem necessary for those purposes and the Company on any lands acquired under this section may execute for the purposes of or in connection with the undertaking any of the works (other than wells and works for taking and intercepting water) and exercise any of the powers mentioned in or conferred by section 12 of the Waterworks Clauses Act 1847 Provided that the Company shall not create or permit a nuisance on such lands and shall not 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.

Dwelling-houses for persons in Company's employ.

48. The Company may purchase or take on lease dwelling-houses for persons employed by them for the purposes of the undertaking and may erect maintain and let dwelling-houses for and to such persons upon

any lands for the time being belonging to the Company for the purposes of the undertaking and (subject to the terms of the lease) upon any lands for the time being leased to the Company for the purposes of the undertaking. A.D. 1931.
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49.—(1) For the purpose of protecting any of their waters and waterworks against pollution nuisance encroachment or injury the Company may by agreement purchase take on lease and acquire any lands in or over which any waters which the Company are for the time being authorised to collect impound take use divert or appropriate arise or flow and may hold such lands so long as they shall deem it necessary or expedient for those purposes. Provided that the Company shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section nor 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. Powers for protection of waters and waterworks.

(2) The Company may in and upon any lands so acquired by them 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 upon 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 or along any street or road within any area in or through which any waters which may be taken by the Company arise or flow subject and according to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

(3) The powers conferred by this section shall not authorise the grant or enclosure of common without the consent of the Minister of Agriculture and Fisheries.

50. The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of their waterworks with reference to the execution by the Company or such owners lessees or occupiers of such works as may be Power to agree as to drainage of lands &c.

A.D. 1931. — necessary for the purpose of draining such lands or any of them or for more effectually collecting conveying and preserving the purity of the waters authorised to be diverted collected and appropriated by the Company flowing to upon or from such lands directly or derivatively into such works.

Limiting powers of Company to abstract water.

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

Power to retain sell &c. lands.

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

(2) Nothing in this section contained shall release the Company or any person purchasing or acquiring any lands from them under this section from any rents covenants restrictions reservations terms or conditions made payable by or contained in any conveyance lease or other deed or instrument by which any such lands were or may hereafter be conveyed or leased to or otherwise acquired by the Company or any person from or through whom the Company may have derived or may hereafter derive title to the same but all such rents covenants restrictions reservations terms and conditions shall remain and be of as full force and effect and may

be recovered exercised enjoyed and enforced in like manner and to the same extent as if this Act had not been passed. A.D. 1931.

PART V.

SUPPLY OF WATER &C.

53. The limits of this Act for the supply of water by the Company shall be the areas in the counties of Northampton Leicester and Rutland described in the schedule to this Act : Limits of supply.

Provided that the Company shall not be under any obligation to supply and shall not (except with the previous consent of the council) supply water for domestic purposes in (a) the parish of Corby or (b) the parish of Stanion until after the completion of the purchase by the Company from the council under the provisions of the section of this Act of which the marginal note is "As to purchase of waterworks of council" of the waterworks of the council by means of which the said parishes respectively are supplied with water.

54.—(1) If at any time an Act or Order is applied for or an Order is proposed to be made under the provisions of Part IV of the Local Government Act 1929 for extending the boundaries of the urban district of Kettering (in this section referred to as "the district") the Company shall not oppose the inclusion of a provision in such Act or Order extending the limits of the urban district council of Kettering (in this section referred to as "the urban council") for the supply of water under the Kettering Water Act 1898 the Kettering Urban District Water Act 1901 and the Kettering Water Act 1906 or any Act or Order amending the same so as to include in such limits so much of the area which may be added to the district as is situate within the parishes of Geddington Newton Great Oakley and Little Oakley (which area so added to such limits is in this section referred to as "the added area"). Provisions to apply if urban district of Kettering extended.

(2) As on the next usual quarter day but one which shall occur after the date when the said provision authorising such extension of the limits of supply of the urban council comes into operation (in this section

A.D. 1931. referred to as "the said date") all lands buildings works materials and plant of the Company within the added area used by them immediately prior to the said date for the supply of water therein (except the mains pipes works and other apparatus which shall be necessary for supplying with water any other part of the then limits of supply of the Company or for continuing any supply then being afforded by the Company to any local authority (other than the urban council) of water in bulk which is being used or distributed by such local authority outside the added area) shall by virtue of this Act be vested in the urban council freed from all debts mortgages or other similar obligations of the Company and thereupon the powers duties and obligations of the Company under this Act so far as the same relate to the added area shall cease and determine except with respect to the maintenance repair renewal enlargement alteration and use therein for the before-mentioned purposes of any mains pipes and works or other apparatus excepted from such vesting under this subsection and with respect to the laying down placing construction maintenance repair and renewal of new and additional pipes works and apparatus for the said purposes but without prejudice to anything done or suffered or to any liability or penalty incurred or to the prosecution of any legal proceedings under this Act.

(3) The urban council shall forthwith after the said date pay to the Company—

(a) if the said date shall occur prior to the expiration of ten years from the passing of this Act the capital cost of the assets acquired comprising the lands buildings works materials and plant of the Company within the added area used by them for the supply of water therein save those excepted as aforesaid subject to proper allowance being made for such appreciation or depreciation (if any) as may have taken place in the value of such assets since they were created or acquired by the Company :

Provided that no payment shall be required in respect of any vesting as aforesaid which may result from any extension of the limits

of supply of the urban council effected by means of an Act or Order which comes into force on or before the first day of April one thousand nine hundred and thirty-three; or

- (b) if the said date shall occur after the expiration of ten years from the passing of this Act a sum equal to the fair market value on the said date of the part of the undertaking authorised by this Act within the added area (including all lands buildings works materials and plant of the Company within the added area used by them for the supply of water therein save those excepted as aforesaid) on the basis of a going concern together with compensation for any loss occasioned by severance.

(4) The amount payable to the Company under the last preceding subsection of this section shall in default of agreement be determined by arbitration under the provision hereinafter contained.

(5) In the case of any difference between the Company and the urban council with respect to any of the matters in this section contained such difference shall be referred to and determined by a single arbitrator to be appointed in default of agreement on the application of either party after notice in writing 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.

(6) (a) The urban council may in addition to any moneys now borrowed by them or which they are now authorised to borrow or which they may be authorised to borrow under the provisions of any Act of Parliament borrow at interest the sum requisite for the purposes of any payment to be made under subsection (3) of this section Any moneys borrowed by the urban council under this Act and the interest payable thereon shall be respectively charged on the revenue of their water undertaking as defined by the Kettering Urban District Water Act 1901 and if they think fit as a collateral security the general rate fund and general rate of the district (including the added area) and shall be repaid within forty years from the date of borrowing the same in accordance with the provisions of the Acts referred

A.D. 1931. to in subsection (1) of this section as if the same were
— borrowed under those Acts.

(b) The provisions of section 46 (Return respecting sinking fund to Local Government Board) of the Kettering Urban District Water Act 1901 shall extend and apply to any moneys borrowed by the urban council under the powers of this Act.

(7) The provisions of subsections (1) (2) (3) (4) and (5) of this section may at any time be varied by an agreement between the Company and the urban council under their respective common seals.

Power to local authority to supply if Company fails to supply.

55.—(1) If at any time after the expiration of five years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any part of the district of any local authority within the limits of supply (other than the parishes of Corby and Stanion in the rural district of Kettering during the period prior to the completion of any purchase by the Company from the council of the Kettering Rural waterworks under the provisions of the section of this Act of which the marginal note is "As to purchase of waterworks of council") the local authority of such district may provide a supply in the whole or any part of their district within the limits of supply in accordance with the provisions of the Public Health Act 1875 or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of supplying water in any part of such district not sufficiently supplied by the Company as if in either case this Act had not passed.

(2) If any difference shall arise between the Company and any such local authority company body or person as to whether the Company are furnishing or prepared on demand to furnish a sufficient supply of water in any area to which this section applies such difference shall be settled by an arbitrator to be appointed on the application of either party by the Minister of Health.

As to filtration.

56. The Company shall cause all water to be supplied by them for domestic purposes from the Eye Brook reservoir to be properly and efficiently filtered or otherwise treated before the same shall be put into their pipes for distribution.

57. The water supplied by the Company need not at any time be delivered at a pressure greater than that afforded by gravitation from the service reservoir tank or other work from which the supply is given. A.D. 1931.
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 Limits of pressure.

58. Section 35 of the Waterworks Clauses Act 1847 shall in its application to the Company be read and construed as if the words "one eighth part" were substituted therein for the words "one tenth part." Amendment of section 35 of Waterworks Clauses Act 1847.

59. The Company may require that any dwelling-house erected after the passing of this Act situate on land at a higher level than fifty feet below the service reservoir tank or other work from which a supply of water is furnished by them to such dwelling-house shall be provided with a cistern or cisterns capable of containing a total quantity of water sufficient to provide an adequate supply to such dwelling-house for a period of forty-eight hours and the Company shall not be bound to supply such dwelling-house until the same is provided with a cistern or cisterns in conformity with the requirements of this section. Cisterns.

60.—(1) So soon as the Company are in a position to supply water in any area within the limits of supply 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 this Act to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for domestic purposes at such rates as the Company may from time to time determine not exceeding fifteen per cent. of the net annual value of the premises so supplied and so in proportion for any shorter period than a year: Rates for supply of water Domestic purposes.

Provided that the Company shall not be required to afford a supply of water for domestic purposes to any premises at a less rate than fourpence per week.

(2) The net annual value of any such premises shall be ascertained by the valuation list in force at the commencement of the quarter for which the rate accrues. Provided that where the water rate is chargeable on the net annual value of a part only of any hereditament entered in the valuation list such net annual value shall be a fairly apportioned part of the net annual value of the

A.D. 1931. whole tenement ascertained as aforesaid the apportionment in case of dispute to be ascertained by a court of summary jurisdiction.

(3) In addition to the foregoing rates the Company may in the case of any premises to which they furnish a supply of water charge for every bath capable of containing more than fifty gallons such sum as the Company may think fit.

(4) When water supplied for domestic purposes is used for washing horses 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 hosepipe or other similar apparatus is used charge such additional 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.

(5) Any sums charged under subsections (3) and (4) of this section shall be recoverable at the like dates and in the same manner as other water rates or charges leviable by the Company under this section can be recovered.

As to section 72 of Waterworks Clauses Act 1847.

61. Section 72 of the Waterworks Clauses Act 1847 as incorporated with this Act shall in relation to the undertaking be read and have effect as if for the reference therein to "annual value" there were substituted a reference to the net annual value ascertained by the valuation list in force for the time being under the Rating and Valuation Act 1925.

Rates payable by owners of small houses.

62.—(1) Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Company so determine pay the rate for the supply but the rate may be recovered from the occupier and may if the occupier be not himself liable therefor under any lease or agreement be deducted by him from the rent from time to time due from him to the owner Provided that no greater sum shall be recovered at any one time from any such occupier than the amount of rent owing by him or which shall have accrued due from him

subsequent to the service upon him of a notice to pay the rate. A.D. 1931.

(2) Nothing in this section 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 as incorporated with this Act.

63. The Company may supply water for other than domestic purposes on such terms and conditions as the Company think fit and may supply water by measure either for domestic or other purposes and the moneys payable for the supply of water under this section shall be recoverable in the same manner as water rates. Provided always that no person shall be entitled to a supply of water for other than domestic purposes if such supply would interfere with the sufficiency of the supply of water for domestic purposes. Supply by measure.

64. The price to be charged for a supply of water by measure shall not exceed two shillings per thousand gallons. Price of supply by measure.

65.—(1) The Company shall not be bound to supply with water otherwise than by meter— Supply to houses partly used for trade &c.

(a) any buildings used by an occupier as a dwelling-house whereof a part is used by the same occupier for any trade or manufacturing purpose for which water is required; or

(b) any workhouse public institution hospital or asylum (whether public or private) sanatorium school club hotel assembly hall restaurant public-house or inn; or

(c) any boarding house capable of accommodating twenty or more persons including the persons usually resident therein.

(2) Where a supply of water to a farmhouse is used for farming purposes the Company may require that the supply for farming purposes shall be taken by measure but nothing in this section shall authorise the Company to refuse a supply of water for domestic purposes to a farmhouse at the rates authorised by this Act.

(3) The minimum quarterly charge for a supply of water by measure to any of the premises in this section mentioned shall be one-fourth of the annual amount

A.D. 1931. — which would be payable according to the scale for the time being in force for a domestic supply furnished to a dwelling-house of the same net annual value.

Charges for supplies for refrigerating apparatus. **66.** Where a person who takes a supply of water for domestic purposes from the Company desires to use for or in connection with a refrigerating apparatus any of the water so supplied the Company shall be entitled to require that all water so used shall—

(a) be taken by meter and paid for accordingly and in that event the minimum quarterly charge for the water shall be ten shillings; or

(b) be paid for at such rates as may be agreed between the consumer and the Company.

As to net annual value of two or more houses in one occupation. **67.** 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 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 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 net annual value equal to the aggregate of the net annual values of the separate houses or buildings or parts of a house or building or of houses or buildings so occupied.

Special terms for supplies to caravans &c. **68.**—(1) Notwithstanding anything in this or any other Act relating to the Company contained a person shall not be entitled to demand or continue to receive from the Company a supply of water to any caravan shack hut tent or other like structure unless he has agreed with the Company to take a supply of water by meter and to pay to the Company such minimum annual sum as will give them a reasonable return on the capital expenditure incurred by them in providing the supply or supplies required by him and will cover other standing charges incurred by them in order to meet the possible maximum demand for his caravan shack hut tent or structure and will yield a reasonable return on the cost of the water consumed or used by

him and unless he has secured to the reasonable satisfaction of the Company by way of deposit or otherwise payment of such a sum as may be reasonable having regard to the possible maximum demand of such person for his caravan shack hut tent or structure. A.D. 1931.

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

69.—(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 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 circumstances affecting the undertaking have 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 and may fix the date on which the rates and charges as so varied shall come into force. Revision of rates and charges.

(2) The making of any new valuation list under the said Act of 1925 shall be deemed to be a circumstance affecting the undertaking within the meaning and for the purpose of this section.

(3) 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 reserve fund of the undertaking formed under the provisions of this or any other Act) them so enabling and paying all other costs charges and expenses (if any) properly

A.D. 1931. — chargeable to the revenue of the undertaking) a reasonable return on the share capital of the undertaking due regard being had to any capital which may be reasonably expected to be expended by the Company on the undertaking during the five years immediately following the date of such order.

As to
quarterly
dates for
payment of
water rates.

70. Notwithstanding anything in section 70 of the Waterworks Clauses Act 1847 contained the Company shall be entitled to demand payment of water rates in advance by equal quarterly payments on the first day of January the first day of April the first day of July and the first day of October in each year.

Discount
for prompt
payment of
water rates.

71. The Company may if they think fit allow discounts or rebates to consumers of water in consideration of prompt payment of rates for the supply of water for domestic purposes not exceeding in any case five per centum Provided that such discounts or rebates shall be at the same rate under like circumstances to all consumers Provided also that if and so long as the Company allow such discounts or rebates notice of the effect of this enactment shall be endorsed on every demand note for water rates.

Separate
communica-
tion pipes
may be
required.

72.—(1) The Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main pipe into each house supplied by them with water.

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

Maintenance
of common
pipe.

73. Where several houses or parts of houses in the occupation of several persons are supplied with water by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair

of such pipe and their respective proportions of contributions shall be settled by the engineer of the Company. A.D. 1931.

74. Notwithstanding anything contained 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 pipes 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 (subject to the provisions so far as applicable of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes) any work and supply all fittings and materials 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 as a civil debt. Company to connect communication pipes with mains.

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

76.—(1) The Company may enter into and carry into effect agreements with any authority water board company or person for the supply of water beyond the limits of supply to any such authority board company 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. Contracts for supplying water in bulk.
Provided—

- (a) that such supply shall not be given except with the consent of any authority water board 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 with the supply of water for domestic or other purposes within the limits of supply;

[Ch. civ.] *Corby (Northants)* [21 & 22 GEO. 5.]
and District Water Act, 1931.

A.D. 1931.

(b) that nothing in this section shall authorise the Company to lay any mains or pipes beyond the limits of supply.

(2) For the purposes of any agreement under this section between the Company and the urban district council of Kettering with respect to the supply of water in bulk by the Company to the said council proviso (a) to subsection (1) of this section shall have effect as if the words "or other" had been omitted therefrom.

Purchase of water in bulk.

77. The Company may enter into and carry into effect agreements with any authority water board company body or person supplying water under parliamentary authority and with the approval of the Minister of Health in the case of any water intended for domestic consumption with any other authority company body or person 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 upon and any water so purchased may be used by the Company for the purpose of the undertaking.

Power to sell or let meters.

78. The Company may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit.

As to register of meters.

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

(2) In the event of any meter used by a consumer of water being proved to register erroneously such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during

the then current quarter The amount of the allowance A.D. 1931.
to be made to or of the surcharge to be made upon
the consumer by the Company shall be paid by or to
the Company to or by the consumer as the case may
be and in the case of a surcharge shall be recoverable
in the like manner as rates for water are recoverable
by the Company.

80.—(1) The Company may if requested by any Power to
person supplied or about to be supplied by them with supply
water furnish to him and repair or alter but shall not fittings.
manufacture any such pipes valves cocks cisterns baths
meters soil-pans waterclosets and other fittings as are
required or permitted by their regulations and may
provide all materials and do all work necessary or
proper in that behalf and the reasonable charges of
the Company in providing such materials and executing
such work shall be paid by the person requiring the
same.

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

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

A.D. 1931. fitting repairing all damage caused by such entry or removal.

Notice to
Company of
connection
or discon-
nection of
meters.

82. Before any person connects or disconnects any meter or other instrument by means of which any of the water of the Company is intended to be or has been registered he shall give not less than twenty-four hours' notice in writing to the Company of his intention to do so and all alterations or repairs and the connecting and disconnecting of meters or other instruments shall be done at his cost and under due superintendence of any officer of or person authorised by the Company and any person offending against this enactment shall for every such offence be liable to a penalty not exceeding forty shillings.

Injuring
meters.

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

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

shall be repaid to the Company by the person so offending and may be recovered by them as water rates are recoverable. A.D. 1931.

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

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

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

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

(4) A copy of all such byelaws in force for the time being shall be kept at the office of the Company All persons may at all reasonable times inspect such copy without payment and the Company shall cause to be

A.D. 1931. delivered a printed copy of all byelaws for the time being in force to every person applying for the same on payment of a sum not exceeding sixpence for each copy.

(5) The Company shall on or before the date upon which notice of any such byelaws is first given in any local newspaper in pursuance of section 184 of the Public Health Act 1875 send a copy of the byelaws to the local authority for every district in which the byelaws are intended to be in force.

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

Meters &c.
to measure
water or de-
tect waste.

85. Subject to the provisions of the Waterworks Clauses Act 1847 the Company may for the purpose of measuring the quantity of water supplied or preventing and detecting waste affix and maintain meters and other apparatus on the service pipes and mains of the Company and stopcocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may for that purpose temporarily stop up break up and interfere with public and private streets roads lanes footways courts passages tramways sewers pipes wires and apparatus Provided that the Company shall not interfere with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the said Act or with any works or apparatus of the Central Electricity Board except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 :

Provided also that the Company shall not without the previous consent of the railway company (which

shall not be unreasonably withheld) exercise the powers of this section in or on any bridge carrying any road over a railway nor shall the Company obstruct or interfere with the convenient access to or exit from any station or depot of such railway company.

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

Opening of ground by persons liable to maintain pipes &c.

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

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

Power to Company to repair communication pipes.

A.D. 1931. powers of this section enter into any house or private premises unless they shall have given to the occupier of such house or premises and (in any case where the communication pipe is repairable by the owner of the said house or premises) to such owner not less than twenty-four hours' previous notice of their intention so to enter.

Penalty for closing valves and apparatus. **88.** Every person who shall wilfully (without the consent of the Company) or negligently close or shut off any valve cock or other work or apparatus belonging to the Company whereby the supply of water shall be interfered with shall (without prejudice to any other right or remedy of the Company) be liable on conviction to a penalty not exceeding five pounds and the Company may in addition thereto recover the amount of any damage by them sustained Provided that this section shall not apply to a consumer closing a valve fixed on his communication pipe.

Extension of section 60 of Waterworks Clauses Act 1847. **89.** Any person being the owner or occupier of any house or building or part of a house or building or premises to or in respect of which he is not for the time being entitled to a supply or the continuance of a supply of water by the Company who shall without the authority of the Company turn on any valve cock or other work or apparatus attached to any service main or pipe connected with any main of the Company and provided or available for the purpose of affording such supply shall be deemed to commit an offence under section 60 of the Waterworks Clauses Act 1847 and that section shall extend and apply accordingly.

Extension of power to inspect premises. **90.** In addition to the powers conferred by section 57 of the Waterworks Clauses Act 1847 any duly authorised 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.

PART VI.

A.D. 1931.

PROTECTIVE PROVISIONS.

91. For the protection of the councils of the administrative counties of Leicester and Rutland (in this section referred to collectively as "the councils" and individually as "the Leicester Council" and "the Rutland Council" respectively) the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans and sections and unless otherwise agreed in writing between the Company and the councils apply and have effect:—

For protection of Leicestershire and Rutland County Councils.

(1) The road diversion (Work No. 2) by this Act authorised shall be constructed in such manner up to such standard of construction with such provision for drainage and in such position within the limits of lateral deviation shown on the deposited plans as may be agreed between the Company on the one hand and (in the case of so much thereof as does not consist of the bridge carrying the same over the Eye Brook and as is situate in the county of Leicester) the Leicester Council (in the case of so much thereof other than as aforesaid as is situate in the county of Rutland) the Rutland Council and (in the case of the said bridge) the councils on the other hand or as failing agreement shall be determined as provided by subsection (6) of this section due regard being had by the engineer in the said subsection referred to to the cost which will be incurred the engineering difficulties which will be encountered and the public facilities to be afforded in connection with any alternative manners or standards of construction methods of drainage or positions proposed respectively:

(2) The said road diversion shall be constructed with a metalled carriageway of twelve feet and where the said road diversion will be constructed upon an embankment such embankment shall (so as to allow of any subsequent increase in the width of the

A.D. 1931.

metalled carriageway) be of a uniform width of thirty feet and the surface of such embankment where not forming part of the metalled carriageway shall be levelled and completed in such manner as shall be agreed between the Company and the councils the Leicester Council or the Rutland Council (as the case may require) or as failing agreement shall be determined as provided in subsection (6) of this section :

- (3) The width of the land provided by the Company for the said road diversion shall be forty feet except in the case of so much of the said road diversion as will consist of a bridge over the Eye Brook :
- (4) The bridge carrying the said road diversion over the Eye Brook shall be of a uniform width of twenty feet between the parapets and shall be constructed in accordance with plans sections and specifications to be submitted to the councils and reasonably approved by them prior to the commencement of the construction thereof and to their reasonable satisfaction Provided that unless the councils signify their disapproval of the said plans sections and specifications within twenty-one days after the submission thereof to them they shall be deemed to have approved the same :
- (5) The Company shall at its own expense adequately fence the said road diversion on both sides thereof throughout its length and the Company shall for ever after maintain the fences on the side thereof nearer the Eye Brook reservoir :
- (6) If any difference shall arise between the Company and the councils touching this section or anything to be done or not to be done thereunder such difference shall be settled by arbitration by an engineer to be agreed on between the Company and the councils or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of any party to the difference.

92. For the protection of the council of the administrative county of Leicester (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and unless otherwise agreed in writing between the Company and the council apply and have effect :—

A.D. 1931.

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For protec-
tion of Lei-
cestershire
County
Council.

- (1) The alterations of the levels of the public roads (Works Nos. 3 and 4) and the road diversion (Work No. 5) by this Act authorised (in this section referred to as "the said works") shall be constructed in such manner up to such standard of construction with such provision for drainage and in such positions within the limits of deviation shown upon the deposited plans as may be agreed between the Company and the council or as failing agreement shall be determined as provided by subsection (5) of this section due regard being had by the engineer in the said subsection referred to to the cost which will be incurred the engineering difficulties which will be encountered and the public facilities to be afforded in connection with any alternative manners or standards of construction methods of drainage or positions proposed respectively :
- (2) The said works shall be constructed with metalled carriageways of twelve feet and where the same will be constructed upon embankments such embankments shall (so as to allow of any subsequent increase in the width of the metalled carriageway) be of a uniform width of thirty feet and the surface of such embankments where not forming part of the metalled carriageway shall be levelled and completed in such manner as shall be agreed between the Company and the council or as failing agreement shall be determined as provided in subsection (5) of this section :
- (3) The width of the land provided by the Company for the said works shall be forty feet :
- (4) The Company shall at their own expense adequately fence the said works and also such

A.D. 1931.
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part of the road leading from Great Easton to Stockerston as lies between the points marked on the deposited plans "B" as the termination of road diversion No. 1 and "G" as the commencement of road diversion No. 5 on both sides thereof throughout their respective lengths and the Company shall for ever after maintain the fences on the side thereof nearer the Eye Brook reservoir :

- (5) If any difference shall arise between the Company and the council touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be agreed on between the Company and the council or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the council.

For protection of
Northamptonshire
County
Council.

93. For the protection of the council of the administrative county of Northampton (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between the Company and the county council apply and have effect in relation to any mains or pipes (including Works Nos. 10 11 and 12 authorised by this Act) laid down or renewed by the Company in the county of Northampton under this Act (that is to say) :—

- (1) In this section—

the word "road" means any road for the time being vested in or repairable by the county council and situate within any part of the limits of supply or which the Company are authorised to break up or interfere with under this Act and any embankments retaining walls or other works connected therewith and vested in the county council ;

the word "bridge" means any county bridge or any bridge carrying a road as lastly hereinbefore defined or flood arch situate within the said limits or which the Company are authorised to break up or interfere

with as aforesaid and includes the road over such bridge or flood arch and the approaches thereto respectively : A.D. 1931.

- (2) In relation to any road or bridge section 30 of the Waterworks Clauses Act 1847 shall (except in cases of leakage bursting or other emergency) have effect as if the word "seven" were substituted for the word "three" in that section :
- (3) In the case of any works which it is reasonably necessary to lay otherwise than in the roadway over any bridge the same shall be carried on the structure thereof in such manner as the county council may in writing under the hand of the county surveyor reasonably approve and except as aforesaid the Company shall not interfere with the structural part of any bridge without the consent in writing of the county council or the county surveyor which consent shall not be unreasonably withheld :
- (4) The Company shall not permit any trench made by them in any road where there is not room enough for two carts to pass one another to be opened at any one time for such greater consecutive distance than such distance as may be reasonably specified by the county surveyor :
- (5) Whenever the Company in the exercise of their statutory powers shall have opened or broken up the carriageway or footway of any road or of any bridge the Company shall reinstate and make good such carriageway or footway to the reasonable satisfaction of the county council and for that purpose section 32 of the Waterworks Clauses Act 1847 shall have effect as if the reinstatement and making good of the road required by that section included the application of a sufficient layer of surface metalling of the same specification as that employed by the county council for the particular carriageway or footpath and also included proper and ample ramming or the use of a hand roller and (after such ramming or use) the use of a steam roller on

A.D. 1931.
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the places where the carriageway has been broken up until the surface thereof has been made uniform with the unbroken surface adjoining :

- (6) If the Company after reasonable notice from the county council under the hand of the county surveyor shall neglect to do or complete any work or act required by this section to be done by the Company then and in any such case the county council may do such work or act themselves under the superintendence (if given) of the Company causing as little damage or inconvenience to the Company as the circumstances may admit and the Company shall repay to the county council all expenses reasonably incurred by the county council in connection with any such work or act :
- (7) The surplus paving metalling or materials removed during the laying renewal or repair of the mains pipes or works of the Company shall not after completion of the work be placed on the metalled portion of any road or in or upon any bridge without the written consent of the county surveyor and subject to such conditions and directions as he may reasonably require or give :
- (8) All surplus paving metalling or materials removed during the laying of any works by the Company in or along any road or in upon or across any bridge and not required by the Company for the purpose of reinstating making good and maintaining the road or bridge may be used by the county council for the maintenance and repair of any road and the Company shall on receiving notice from the county surveyor forthwith remove the same to such place or places not more than one mile from the place of excavation as the county surveyor may direct and if the Company fail so to do the county surveyor may remove the same but the county council shall repay to the Company any expenses which the Company

may reasonably incur in complying with any directions of the county surveyor under this subsection : A.D. 1931.

- (9) (a) The county council may repair alter the level of or deviate or improve in any manner they think fit any road or remove alter rebuild widen or repair any bridge in along under over or attached to which any works of the Company are carried in the same manner as they might have repaired altered deviated or improved such road or removed altered rebuilt widened or repaired such bridge in the absence of such works and in the event of any road or bridge in along under over or attached to which any such works are laid being improved widened or repaired as aforesaid the Company shall with all convenient speed on receiving not less than fourteen days' notice in writing from the county council (except in case of emergency) so to do alter the position of such works in such manner and to such extent as such notice may reasonably prescribe and to the reasonable satisfaction of the county surveyor and the cost of so doing shall be paid in the case of works laid otherwise than in or on a bridge by the county council and in the case of works laid in or on a bridge by the Company ;

(b) The county council shall at the like expense afford all reasonable facilities to the Company for such alterations and also (during the alteration deviation improvement rebuilding widening or reparation of such road or bridge) for temporarily carrying or supporting such works along the road or across any stream or river so as not to interrupt the continuous supply of water :

- (10) Except in cases of emergency all works of the Company so far as they affect any road or bridge shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on such road or over such bridge :

A.D. 1931.

- (11) The county council shall not except in case of their negligence be liable for or in respect of any damage or injury to any works of the Company in or upon the metalled portion of any road or any bridge arising from the reasonable use by the county council of a steam or other roller or traction engine not exceeding fifteen tons in weight but such use shall not be contrary to the foregoing provisions of this section :
- (12) Any difference which shall arise between the county council and the Company under the foregoing provisions of this section shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party 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 :
- (13) Notwithstanding anything contained in this Act or in any enactment incorporated therewith the Company shall not place or make any building or erection upon the several lands which are coloured pink on the plan which has been signed in duplicate by Herbert Lapworth on behalf of the Company and by Herbert Ashlin Millington on behalf of the county council one copy of which plan so signed has been deposited with the Company and the other with the county council but nothing contained in this subsection shall prevent the Company from placing or laying down across such lands (but beneath the surface of the ground) such water mains or pipes as they may consider necessary for the proper conduct of their undertaking.

For further protection of Leicester-shire and Rutland County Councils.

94. The provisions of the section of this Act of which the marginal note is " For protection of Northamptonshire County Council " with the exception of subsection (13) of that section shall extend and apply (mutatis mutandis) for the protection of the council of the administrative county of Leicester and the council of the administrative county of Rutland respectively

in relation to any mains (including Work No. 7 A.D. 1931.
authorised by this Act) or pipes laid down or renewed —
by the Company in the counties of Leicester and Rutland
respectively.

95. For the protection of the council the following For protec-
provisions shall notwithstanding anything contained in tion of
this Act and unless otherwise agreed in writing between Kettering
the Company and the council apply and have effect Rural
(that is to say):— District
Council.

(1) If at any time prior to the expiration of three years after the passing of this Act the council desire under the powers of any public Act for the time being empowering them in that behalf to construct waterworks in the parishes of East Carlton Cottingham Great Oakley Little Oakley Geddington Great Weldon and Little Weldon in the rural district of Kettering for the purpose of themselves affording a supply of water for domestic and agricultural purposes only in any of the said parishes or any parts thereof and give to the Company with respect to the construction of such waterworks the notice required by section 52 of the Public Health Act 1875 the Company shall not object to such construction or to the supply of water therefrom for the purposes aforesaid within the said parishes or parts thereof except upon the grounds that the Company are able and willing to afford a supply proper and sufficient for the purposes for which the said proposed waterworks are intended to provide and that the said supply could having regard to all the circumstances be more economically and advantageously afforded by the Company than by the council:

(2) Any difference which may arise between the Company and the council under subsection (1) of this section shall be settled by an arbitrator to be appointed in default of agreement on the application of either party after notice in writing to the other of them by the Minister of Health:

(3) The provisions of this section shall be in addition to and not in derogation of any of the provisions

[Ch. civ.] *Corby (Northants)* [21 & 22 GEO. 5.]
and District Water Act, 1931.

A.D. 1931.

of the section of this Act the marginal note of which is "Power to local authority to supply if Company fails to supply" which may enure for the benefit of the council.

For protection of urban district council of Kettering.

96. For the protection of the urban district council of Kettering (in this section referred to as "the urban council") the following provisions shall notwithstanding anything contained in this Act and unless otherwise agreed in writing between the Company and the urban council apply and have effect (that is to say):—

(1) (a) At any time prior to the expiration of twelve months from the date of the passing of this Act the urban council shall be entitled by notice in writing (in this section referred to as "notice A") to require the Company to reserve for them a supply of water in bulk in accordance with the provisions of this section of such maximum daily quantity (not exceeding five hundred thousand gallons) as may be specified in notice A;

(b) If notice A shall be given in accordance with the provisions of paragraph (a) of this subsection the Company (if they construct the Eye Brook reservoir (Work No. 1)) shall construct the same and also Works Nos. 7 8 9 10 and 13 by this Act authorised (or any water tower or reservoir in the parish of Rockingham in lieu of the said Work No. 13) (all of which works are in this section referred to as "the bulk supply works") of such capacity and in such manner as to permit of the Company supplying to the urban council at any time after the completion and bringing into use of the bulk supply works and the laying and connection of the supply main of the urban council hereinafter in this section referred to a quantity of water not exceeding the maximum quantity specified in notice A;

(c) The urban council in consideration of compliance by the Company with the provisions of paragraph (b) of this subsection shall pay to the Company in respect of each year during the period of twenty years commencing on

the date on which the construction of such of the said Works Nos. 7 8 9 10 and 13 (or any water tower or reservoir constructed in the parish of Rockingham in lieu of the said Work No. 13) as shall be first constructed is substantially commenced (in this section referred to as "the agreed period") the sum of five hundred pounds The Company shall give notice in writing to the urban council of the date on which they substantially commence to construct the first of such works as aforesaid:

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Provided that if from any cause the bulk supply works although commenced shall not on the expiration of the period limited by the section of this Act of which the marginal note is "Period for completion of works" or of any extension of that period granted by Parliament or other competent authority be completed in such manner and to such extent as to permit of the Company affording to the urban council the supply of water provided for by this section or if the powers of the Company in relation to the construction of the bulk supply works are repealed the Company shall on the expiration of that period or of any such extension as aforesaid or on the date of such repeal repay to the urban council all sums paid to the Company by the urban council under this paragraph prior to such expiration or repeal with simple interest at the rate of five per centum per annum:

- (2) Subject to the provisions of subsection (8) of this section the water supplied by the Company to the urban council under this section shall be unsoftened and unpurified water derived from the Eye Brook reservoir and shall be delivered into the supply main of the urban council hereinafter in this section mentioned at a point (in this section referred to as "the point of delivery") situate at the water tower (Work No. 13) by this Act authorised or any water tower or reservoir as aforesaid that may be substituted therefor The said water shall be supplied at such pressure as may be afforded

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by gravitation from the point of delivery The top water level of such water tower or reservoir shall not be less than thirty feet above ground level :

(3) (a) At any time after the date on which notice A shall be given and prior to the expiration of the agreed period the urban council shall be entitled by notice in writing (in this section referred to as "notice B") to require the Company to afford to them a supply of water in bulk;

(b) The urban council shall state in notice B—

(i) the date (hereinafter in this section referred to as "the date of commencement of supply") on which they require the supply to commence Provided that the interval between the date on which notice B is given and the date of commencement of supply specified therein shall be such as will reasonably permit of the completion of the bulk supply works (if the same shall not have been completed at the date on which notice B is given) and the completion and connection of the supply main hereinafter in this subsection mentioned;

(ii) the maximum daily quantity actually required to be taken by them in the first instance as from the date of commencement of supply :

Provided that such quantity shall not exceed the maximum daily quantity specified in notice A; and

(iii) whether the urban council will themselves provide and lay a supply main (which main with all valves and other necessary works incidental thereto is in this section referred to as "the supply main") for the conveyance of the water from the point of delivery to the then boundary of the district of or to the works or mains of the urban council or whether they require the Company to provide and lay the same;

(c) The urban council (if they themselves provide and lay the supply main) and the Company (if the urban council in notice B require them to provide and lay the same) shall respectively use their best endeavours to complete the same by the date of commencement of supply;

(d) The supply main shall commence at the point of delivery and shall be connected with the works of the Company from which the supply of water shall be afforded in such manner as shall be reasonably required by the Company. The route of the supply main within the then limits of supply of the Company to the then boundary of the district of the urban council or the aforesaid works or mains of the urban council and its point of termination thereat shall be such as shall be determined by the urban council. Provided that if the urban council require the Company to lay the supply main the route and termination thereof shall be such as is within the powers of the Company under this Act;

(e) The supply main shall be of such character and dimensions as shall be determined by the urban council;

(f) If the supply main is provided and laid by the Company in pursuance of a requirement to that effect the Company shall at the expiration of each quarter as the work involved in such provision and laying proceeds furnish to the urban council a statement of the actual expenditure reasonably incurred by the Company upon or incidental to such provision and laying during the said quarter and within one month of the receipt of such statement the urban council shall repay to the Company the amount of such expenditure. The urban council shall also repay to the Company within one month after demand the actual expenditure of the Company reasonably incurred upon or incidental to the connection of the supply main with the works of the Company from which the supply shall be afforded;

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(g) The supply main whether the same shall be provided and laid by the urban council or by the Company shall be the property of the urban council and (subject to subsection (11) of this section) the Company shall be under no liability in respect of the same :

- (4) The urban council shall be entitled at any time and from time to time during the agreed period after notice B has been given by a subsequent notice or notices (each of which is in this section referred to as "notice C") to increase (but not to reduce) the quantity specified in notice B or in the then last preceding notice C as the daily quantity of water actually required to be taken by them up to but not exceeding the maximum daily quantity specified in notice A :
- (5) As from the completion and bringing into use of the bulk supply works and the connection of the supply main with the works of the Company at the point of delivery the Company shall (unless prevented from so doing by accident necessary repairs frost drought or other unavoidable and sufficient causes and subject to the provisions of subsection (6) of this section) from time to time deliver into the supply main such daily quantity of water as may be specified as actually required in notice B or in the notice C for the time being current and in force :
- (6) If the quantity of water obtained by the Company from the works by this Act authorised is insufficient to meet in full the requirements of the Company for the time being for all purposes of the undertaking authorised by this Act (including the requirements of the urban council under this section but excluding any supplies of water to other authorities water boards companies or persons for use beyond the limits of supply) such deficiency in quantity shall be met by the aforesaid requirements of the Company other than for supply to the urban council under this section and the aforesaid requirements

of the urban council being reduced in proportion to such respective requirements : A.D. 1931.

- (7) The price of unsoftened and unpurified water supplied by the Company to the urban council under this section shall be as follows :—

For all water taken by the urban council up to two hundred and fifty thousand gallons per day of twenty-four hours sevenpence per one thousand gallons less a deduction in each quarter of the sum of one hundred and twenty-five pounds ;

For all water taken by the urban council in excess of two hundred and fifty thousand gallons per day of twenty-four hours up to the maximum daily quantity specified in notice B or in the notice C for the time being in force sixpence halfpenny per one thousand gallons :

Provided that if the average daily quantity of water taken by the urban council in any quarter is less than one-half of the difference between forty-seven thousand gallons and the daily quantity specified in notice B or in the notice C for the time being in force the urban council shall pay to the Company for one-half of such difference at the rate of sevenpence per one thousand gallons less the sum of one hundred and twenty-five pounds as if it had been taken but such minimum sum shall not be payable under this proviso in respect of any period during which the supply to the urban council shall be curtailed or discontinued under the provisions of subsections (5) or (6) of this section :

- (8) (a) The urban council shall be entitled either in notice B or in any notice C to require the Company to soften the water supplied to them under this section to such degree of hardness as may be specified in the said notice and the Company shall as soon as may be reasonably practicable instal such softening plant and apparatus and take all such other steps as may be necessary to comply with such requirement ;

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(b) The urban council shall be entitled either in notice B or in any notice C to require the Company to purify the water supplied to them under this section to such standard of purity as may be specified in the said notice and the Company shall as soon as may be reasonably practicable instal such purification plant and apparatus and take all such other steps as may be necessary to comply with such requirement;

(c) The urban council shall at the expiration of each quarter as the work involved in the compliance by the Company with either of the requirements of the urban council under paragraphs (a) and (b) of this subsection proceeds furnish to the urban council a statement of the actual expenditure reasonably incurred by the Company upon or incidental to such work during the said quarter and within one month of the receipt of such statement the urban council shall repay to the Company the amount of such expenditure :

- (9) If the requirements referred to in subsection (8) of this section or either of those requirements shall be contained in notice B the date of commencement of supply specified in that notice shall be such as will reasonably permit of the Company complying with the said requirement or requirements before that date :
- (10) As soon as may be practicable after the service of any notice under subsection (8) of this section the Company shall supply the urban council with water which shall comply with the requirements of that notice :
- (11) The urban council shall be entitled either in notice B or in any notice C to require the Company to undertake the maintenance and repair of the supply main and the Company shall comply with any such requirement :
- (12) (a) The Company shall provide a site and erect and thereafter maintain a meter house at or near the point of commencement of the supply main and fit and maintain therein a suitable meter with a proper index and recorder for the purpose of measuring the water to be

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supplied by the Company to the urban council
All water supplied shall pass through such
meter before entering the supply main The
measurements shown by such index and recorder
shall be accepted as prima facie evidence of the
quantity of water taken by the urban council
under this section;

(b) The said meter house and meter shall be
of such make description and construction and
shall be placed in such position as the urban
council shall reasonably require or approve
and shall at all times during the agreed period
be kept in good repair working order and
condition and renewed when necessary to the
satisfaction of the urban council The said
meter house and meter shall at all reasonable
times during the agreed period be open to the
inspection of the urban council and their
engineer officers and servants who shall be
entitled to take copies of the meter records
kept by the Company;

(c) The urban council shall repay to the Com-
pany within one month after demand the actual
expenditure incurred by the Company upon
the provision and erection of the meter house
and the provision and fitting of the meter
but the said meter house and meter shall
remain the property of the Company;

(d) The Company and the urban council may
at any time cause the meter to be tested by
some person to be mutually agreed upon and the
test measurement of such meter shall be deemed
correct if it registers within five per centum
either in favour of or against the urban council
and in such case the cost of such test shall be
borne by the party requiring the same but
in the event of the said meter being found to
register erroneously the cost shall be borne by
the other party Any such erroneous registra-
tion shall be deemed to have arisen immediately
after the date on which the meter was previously
read by the Company unless it is proved to have
arisen during the then current quarter The
amount of the allowance to be made to or of the

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surcharge to be made upon the urban council by the Company shall be paid within one month after such amount shall have been determined;

(e) If at any time the said meter shall cease to register correctly or shall be removed for the purpose of repair renewal or for any other reason then and until the said meter shall be repaired or replaced so as to register correctly the quantity of water passing through it the urban council shall be liable to pay for (subject to the provisions of subsection (7) of this section) a daily quantity of water equal to the average daily quantity of water delivered during the quarter based on those days when the meter was known to register correctly :

(13) In addition to the payments referred to in subsections (1) and (7) of this section the urban council shall in respect of every year during the agreed period pay to the Company such sum as will repay to the Company the actual costs (including local rates) reasonably incurred by the Company in that year of and incidental to the compliance by the Company with any requirement of the urban council under subsections (8) and (11) of this section and of and incidental to the maintenance repair and renewal of the meter house and meter :

(14) (a) All payments to be made by the urban council to the Company under this section for which no other specific provision is made therein shall be made quarterly on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in every year and the payments to be made under subsection (7) of this section shall be calculated and determined on the basis of the consumption of water during the quarter ending on the quarter day fixed for payment ;

(b) The Company shall as soon as conveniently may be after any of the before-mentioned quarter days deliver to the urban council a statement in writing of the amount due to the Company under this section in respect of

the matters in this subsection referred to and the urban council shall pay such amount within one month from the receipt by them of such statement. If any sum shall remain unpaid at the expiration of the period aforesaid the urban council shall pay interest thereon to the Company at the rate of five per centum per annum from the day when the said statement shall be delivered until actual payment but without prejudice to the right of the Company to recover payment thereof after the expiration of the period aforesaid :

- (15) (a) At any time prior to the expiration of the first seventeen years of the agreed period the urban council shall be entitled by notice in writing to the Company (in this subsection referred to as "notice D") to require that the agreed period shall be extended from the expiration of the agreed period for a further twenty years. Provided that it shall not be competent to the urban council to give notice D unless the average daily quantity of water taken by the urban council under this section in each of the three years (ending on the thirty-first day of December) immediately preceding the date of the giving of notice D shall have been not less than two hundred thousand gallons ;

(b) If notice D shall be given the agreed period shall be extended until the expiration of the said further period of twenty years and during and with respect to such extended period the provisions of this section with respect to the terms and conditions of the supply of water thereby provided for (including in particular but not exclusively the provisions of subsections (1) (7) and (13) of this section with respect to the payments to be made by the urban council to the Company) shall so far as the same shall not be exhausted but remain capable of taking effect extend and apply in the same manner (*mutatis mutandis*) as they are by this section made applicable during or with respect to the agreed period. Provided

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that the provisions of this subsection shall not be applicable so as to permit of any further extension of the said extended period :

- (16) Upon the expiration of the agreed period or of any extension thereof under subsection (15) of this section the Company shall be entitled under the superintendence (if given) and to the reasonable satisfaction of the engineer to the urban council and at the expense of the urban council to disconnect the supply main from the works of the Company from which the supply of water under this section shall have been afforded :
- (17) In this section except where the context otherwise requires the expression "year" means each period of twelve calendar months expiring at midnight on the last day of each such period and the expression "quarter" means a quarter of a year expiring at midnight on the thirty-first day of March the thirtieth day of June the thirtieth day of September or the thirty-first day of December :
- (18) All questions or differences which may at any time arise between the Company and the urban council touching the provisions of this section or the subject-matters thereof or arising out of or in relation thereto respectively whether as to construction or otherwise shall be referred to and determined by a single arbitrator to be appointed in writing (in default of agreement) by the President of the Institution of Civil Engineers on the application of the Company or the urban council after notice in writing to the other of them and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

For protec-
tion of
Hallaton
Rural
District
Council.

97. For the protection of the Hallaton Rural District Council (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act and unless otherwise

agreed in writing between the Company and the council A.D. 1931.
apply and have effect (that is to say) :—

- (1) If at any time after the completion first filling and bringing into use of the Eye Brook reservoir the council shall give notice in writing to the Company that they desire to take from the Company a supply of water under the provisions of this section the Company shall as from such date (not being earlier than one month after the receipt of such notice or after the completion of any further works reasonably required for the purposes of such supply whichever shall be the later) as may be agreed between the Company and the council or determined under this section furnish to the council in bulk for distribution by the council within their district such quantity of water not exceeding a maximum quantity of twenty-five thousand gallons per day as the council may specify in the said notice Provided that the council may from time to time vary the quantity of water per day required by them under this section (but not in any case so as to exceed the said maximum quantity) by notice in writing to the Company such notice to take effect upon the expiration of one month after the date on which it is received by the Company but no such notice varying the quantity required to be supplied by the last preceding notice shall be valid if less than three months shall have elapsed since such last preceding notice :
- (2) The council shall not without the previous consent of the Company in writing distribute or use any of the water supplied by the Company to the council under this section within so much of the parish of Great Easton as is situate within the limits of supply :
- (3) The price to be paid to the Company by the council for the water supplied by the Company to the council under this section and all other terms and conditions of such supply of whatsoever nature or description shall be such as shall be agreed between the Company and the council or as failing agreement shall be referred

A.D. 1931.

to and determined by an independent engineer to be appointed in default of agreement (on the application of the Company or the council after notice in writing to the other of them) by the Minister of Health and (subject as aforesaid) the provisions of the Arbitration Act 1889 or of any statutory re-enactment or modification thereof for the time being in force shall apply to any such reference and determination.

For protec-
tion of
Uppingham
Rural
District
Council.

98. For the protection of the Uppingham Rural District Council (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act and unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say) :—

- (1) If at any time after the completion first filling and bringing into use of the Eye Brook reservoir the council shall give notice in writing to the Company that they desire to take from the Company a supply of water under the provisions of this section the Company shall as from such date (not being earlier than one month after the receipt of such notice or after the completion of any further works reasonably required for the purposes of such supply whichever shall be the later) as may be agreed between the Company and the council or determined under this section furnish to the council in bulk for distribution by the council within their district such quantity of water not exceeding a maximum quantity of fifty thousand gallons per day as the council may specify in the said notice Provided that the council may from time to time vary the quantity of water per day required by them under this section (but not in any case so as to exceed the said maximum quantity) by notice in writing to the Company such notice to take effect upon the expiration of one month after the date on which it is received by the Company but no such notice varying the quantity required to be supplied by the last preceding notice shall be valid if less than three months shall have elapsed since such last preceding notice :

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(2) The council shall not without the previous consent of the Company in writing distribute or use any of the water supplied by the Company to the council under this section within so much of the parish of Caldecott as is situate within the limits of supply :

(3) The price to be paid to the Company by the council for the water supplied by the Company to the council under this section and all other terms and conditions of such supply of whatsoever nature or description shall be such as shall be agreed between the Company and the council or as failing agreement shall be referred to and determined by an independent engineer to be appointed in default of agreement (on the application of the Company or the council after notice in writing to the other of them) by the Minister of Health and (subject as aforesaid) the provisions of the Arbitration Act 1889 or of any statutory re-enactment or modification thereof for the time being in force shall apply to any such reference and determination.

99. For the protection of the trustees for the copyholders of the Cottingham Estate owner or owners for the time being of the waterworks in the parishes of Cottingham and Middleton in the rural district of Kettering shown on the plan hereinafter in this section referred to (all of whom are in this section referred to as "the trustees") the following provisions shall notwithstanding anything contained in this Act and unless otherwise agreed in writing between the Company and the trustees apply and have effect (that is to say) :—

For protection of trustees for copyholders of Cottingham Estate.

(1) The Company shall not supply water for consumption or use in the area which comprises so much of the said parishes of Cottingham and Middleton or either of them as is edged red on the plan signed in quadruplicate by the Right Honourable Lord Stanmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (of which plan one copy has been deposited in the Parliament Office House of Lords and another copy in the Committee and Private Bill Office of the House of Commons

A.D. 1931.
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and the remaining copies have been retained by the Company and the trustees respectively) if and so long as the trustees are able and willing on reasonable notice to supply water proper and sufficient for the domestic use and other reasonable requirements of the occupiers of premises in the said portions of the parishes who shall require a supply and be willing to pay for the supply a price which having regard to all the circumstances is reasonable :

- (2) Any dispute which shall arise between the Company and the trustees under this section shall be referred to and determined by a single arbitrator to be appointed in default of agreement on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

For protec-
tion of
owners &c.
of Seaton
Mill.

100. For the protection of the owners lessees and occupiers for the time being of the premises known as Seaton Mill in the parish of Seaton in the county of Rutland (each of whom is in this section referred to as "the owner") the following provision shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say) :—

Subsection (5) of the section of this Act of which the marginal note is "As to compensation water" shall not apply to the owner but the owner shall if he shall be injuriously affected by the diversion collection impounding or appropriation of water by the Company from the Eye Brook authorised by this Act be entitled to claim and receive compensation in money according to the provisions of section 6 of the Waterworks Clauses Act 1847 for any loss damage or injury sustained by him and not fully satisfied by the provisions of the hereinbefore mentioned section of this Act Provided that the arbitrator to be appointed for the

purposes of determining the amount of such compensation shall be appointed in default of agreement between the Company and the owner by the President of the Institution of Civil Engineers.

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101. For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the railway company") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed apply and have effect (that is to say) :—

For protec-
tion of Lon-
don Midland
and Scottish
Railway
Company.

(1) The Company shall not for the purposes of Works Nos. 7 11 and 12 or any works connected therewith by this Part of this Act authorised (hereinafter in this section referred to as "the said waterworks") acquire any land or property of the railway company but the Company may purchase and take and the railway company shall at the request of the Company sell and grant such easements or rights of using so much of the land or property of the railway company as may be necessary for the construction maintenance and use of the said waterworks over through or under the railway in accordance with the provisions of this section and the Company shall pay to the railway company in respect of any such easements or rights such sum as shall in case of dispute be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the settlement of cases of disputed compensation under those Acts :

(2) (a) The said Work No. 7 under the Rugby and Stamford railway of the railway company shall be constructed of mild steel pipes not exceeding thirty inches in diameter bedded in and surrounded with a thickness of not less than twelve inches of good Portland cement concrete such concrete to be square in section Provided always that such steel pipe and concrete shall extend to the boundary fences of the railway or such further distance as may be reasonably required by the railway company not exceeding two yards ;

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—

(b) No part of such concrete shall be less than three feet below the level of the rails of the said railway and shall not be above the level of the Company's existing drains culverts or ditches ;

(c) The said Work No. 11 shall be carried over the property of the railway company outside and alongside the bridge numbered on the deposited plans 1 in the parish of Corby by means of brackets fixed thereto at such a level that the bottom of the pipe is not lower than the soffit of the existing arch. Provided always that if the railway company require the removal of such pipe in order to reconstruct or repair the said bridge the Company shall remove the said pipe at their own expense within three months of being requested so to do by the railway company or in case of emergency forthwith after such request :

- (3) Before constructing any of the said waterworks or any subsequent repairs thereof or any other works upon across over under or in any way affecting the railway lands or property belonging to the railway company (all of which are hereinafter in this section included in the expression "the said waterworks") the Company shall submit to the railway company plans sections working drawings and specifications thereof showing the line and level of and the manner in which such works or operations are to be carried out and the mode of execution thereof for the approval of the railway company which approval shall not be unreasonably withheld and shall be deemed to have been given unless the railway company signify their disapproval within twenty-one days after submission of the said plans sections working drawings and specifications for approval :
- (4) All the said waterworks and operations shall be constructed carried on and completed and thereafter maintained repaired and renewed by the Company in strict conformance with the plans sections working drawings and specifications so approved at the sole risk and cost of the Company and under the supervision and

to the reasonable satisfaction of the engineer of the railway company : A.D. 1931.

- (5) The Company shall not for the purposes of the said waterworks without the previous consent in writing of the railway company enter upon or alter or interfere with the railways works and property of the railway company further or otherwise than may be necessary for constructing maintaining renewing using altering replacing or repairing the said waterworks so far as any of them may be laid in upon over or under the said railways works and property of the railway company of which they shall give the railway company fourteen days' notice in writing except in cases of emergency in which case such notice as is reasonably practicable shall be given :
- (6) The Company shall pay to and reimburse the railway company all reasonable costs charges and expenses which they may incur in connection with the construction of the said waterworks or the subsequent maintenance renewal use alteration replacing or repair thereof including (without prejudice to the said generality) any expense which the railway company may reasonably incur in connection with the employment of a reasonably sufficient number of inspectors signalmen watchmen and others and for superintendence during construction of the said waterworks and for all reasonable extra precautions for the safety and working of their traffic or protection of their property on account of the execution maintenance renewal use alteration replacing or repair of the said waterworks :
- (7) All the said waterworks and operations and the subsequent maintenance renewal alteration replacing or repair thereof shall in so far as the same affect the railways works and property of the railway company be carried out by the Company so as not to injure or alter or interfere with (except so far as may be necessary for carrying out the said works and operations) or endanger the structure or stability of any of the said railways works and property of the

A.D. 1931.
—

railway company and should any damage or injury to the said railways works and property or interruption or impediment of or interference with the passage or conduct of traffic on the said railways of the railway company be caused by or be in any way owing to the said works or operations of the Company or the failure of or defect in any of the said works or operations the Company shall at their own cost and free of all expense to the railway company execute and do all such works as may be necessary to restore the damage or injury and remove such interruption impediment or interference as the case may be and in default of such execution doing or removal by the Company within such reasonable time as may be specified by the railway company the railway company may for any of such purposes enter upon the works or property of the Company and execute all such works and do all such things as may be necessary to restore such damage or injury to or remove or prevent such interruption impediment or interference and the Company shall on demand repay to the railway company all reasonable costs and expenses incurred by them in connection therewith :

- (8) The Company shall before carrying out so much of the said waterworks as will be below the existing level of the ground construct such temporary or permanent works as may be reasonably necessary to support the railway or to enable as far as possible the trains of the railway company to pass without the necessity of slackening speed :
- (9) The Company shall make reasonable compensation to the railway company for all loss or damage caused by the said waterworks and operations interruption impediment or interference to or with the said railways works and property of the railway company and the Company shall also free and relieve and indemnify the railway company from all damages or compensation which may be recovered from them at the instance of their employees passengers

owners of merchandise traders or owners of property adjoining the said works or any other persons or person by reason of such interruption impediment or interference or by reason of any accident so far as such interruption impediment interference or accident shall have been occasioned by or through the acts or default of the Company or those for whom they are responsible :

- (10) The construction maintenance or repair of the said waterworks or anything which may be done in connection therewith shall not prevent the railway company from maintaining and repairing and whenever in their discretion thought necessary and upon land belonging to the railway company or in exercise of statutory powers for that purpose existing at the passing of this Act reconstructing altering renewing deviating widening or enlarging any of the lines of railway or other works or property belonging to them without interference on the part of the Company and without incurring any liability to them or to any person using any of the said waterworks for any loss injury damages or expenses which may arise from such maintenance repair reconstruction alteration renewal deviation widening or enlarging Provided that any extra expense which the railway company may incur in such maintenance or repair or in such renewal deviation widening enlarging alteration or reconstruction as aforesaid by reason of the existence of any of the said waterworks shall be paid by the Company :
- (11) In the event of the railway company doing any of the acts referred to in the immediately preceding subsection they shall do so in such manner as to cause as little damage and interference as practicable to and with the works of the Company and shall give (except in case of emergency in which case such notice as is reasonably practicable shall be given) fourteen days' previous notice in writing to the Company before commencing any such operations as may affect any of the said works :

A.D. 1931.

(12) If the railway company give to the Company notice that they themselves desire to construct so much of any of the said waterworks as will be situate on the lands and property of the railway company the railway company may themselves execute such works and alterations (other than the actual laying down and repair of the pipes) at the sight and to the reasonable satisfaction of the engineer of the Company and recover the reasonable costs thereof from the Company :

(13) Any question or difference between the Company and the railway company arising under this section shall be referred to the arbitration of an engineer to be agreed upon between the Company and the railway company or failing agreement to be appointed by the President of the Institution of Civil Engineers and subject thereto the Arbitration Act 1889 shall apply to such arbitration.

For protec-
tion of
Rocking-
ham Castle
Estate.

102. Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not acquire the property numbered on the deposited plans 5 in the parish of Rockingham except by agreement with the owner or owners for the time being thereof.

For protec-
tion of
Marquess of
Exeter.

103. For the protection of the most honourable William Thomas Brownlow Marquess of Exeter or other the owner or owners for the time being of the Marquess of Exeter's settled estates in the counties of Rutland and Leicester (all of whom are in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner have effect (that is to say):—

(1) The Company before cutting off the present access from the lands of the owner to the Eye Brook shall at their own expense and to the reasonable satisfaction of the owner and for the use of the owner and his tenants—

(a) provide or construct at such point or points as may be reasonably necessary upon the lands of the owner and at all times thereafter maintain such troughs or pools as

may be reasonably suitable and sufficient for the purposes referred to in paragraph (b) of this subsection; A.D. 1931.

(b) provide for such troughs or pools as aforesaid and at all times thereafter maintain a supply of water for the watering of the stock of the owner or his tenants which shall be as nearly as possible having regard to all the circumstances as satisfactory as the supply which exists for that purpose at the date of the passing of this Act by pumping the same from the Eye Brooke reservoir or from the outlet therefrom or from any scour or compensation pipes constructed in connection therewith;

(c) provide upon the lands of the owner upon such sites as may be reasonably suitable and at all times thereafter maintain such tanks or reservoirs for the storage of water as may be reasonably necessary for the purposes aforesaid;

(d) provide such line or lines of pipes of such material and diameter and in such position or positions as may be reasonably necessary for supplying any such troughs or pools as aforesaid and at all times thereafter maintain the same Provided that the said line or lines of pipes shall be laid at such levels as will permit of the water from the tanks or reservoirs referred to in paragraph (c) of this subsection flowing into the said troughs or pools by gravitation;

(e) provide such suitable ball-valves or other apparatus as may be reasonably necessary for controlling the supply of water and for preventing waste and at all times thereafter maintain the same such ball-valves or other apparatus to be properly protected from damage by animals frost or any other cause;

(f) provide such suitable rams or pumping machinery for raising the water to the

A.D. 1931.

necessary height as may be reasonably necessary for the purposes aforesaid and at all times thereafter maintain the same :

- (2) The owner shall grant to the Company free of charge all necessary easements or facilities for providing constructing laying repairing renewing and maintaining any such troughs pools tanks reservoirs lines of pipes ball-valves apparatus rams pumping machinery or other works as aforesaid which may be provided or constructed by the Company under the foregoing provisions of this section so far as the same shall be situate on lands of the owner which may not be acquired by the Company under the powers of this Act :
- (3) Any difference which may arise between the Company and the owner with respect to any of the foregoing provisions of this section shall be referred to and determined by a single arbitrator who unless otherwise agreed between the Company and the owner shall be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination :
- (4) In determining the amount of any compensation payable by the Company to the owner in respect of the acquisition of any lands of the owner by the Company under this Act or in respect of injurious affection to any of his remaining lands regard shall be had to the provisions of this section.

For protec-
tion of
Arthur
Hinch.

104. The provisions of the section of this Act of which the marginal note is " For protection of Marquess of Exeter " shall extend and apply (*mutatis mutandis*) for the protection of Arthur Hinch or other the owner or owners for the time being of the lands numbered in the parish of Stockerston 90 upon the deposited plans in relation to those lands.

PART VII.

A.D. 1931.

ADMINISTRATIVE PROVISIONS.

105. The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act.

First
ordinary
meeting.

106. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 the Company may by a resolution of a general meeting at any time determine that the future ordinary meetings of the Company shall be held once only in each year in such month as the directors may from time to time determine and the Company may from time to time in like manner alter or rescind any such resolution.

Meetings of
Company.

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

Notices of
meetings.

108. For the purpose of constituting a meeting of the Company whether ordinary or extraordinary the prescribed quorum referred to in section 72 of the Companies Clauses Consolidation Act 1845 shall be three holders of shares.

Quorum for
meetings of
Company.

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

Interim
dividends
and annual
accounts.

(a) it shall be lawful for the directors to declare and pay in any year an interim half-yearly dividend out of the profits of the Company on the ordinary capital of the Company without the sanction of a general meeting Provided that the amount of any interim half-yearly

A.D. 1931.

dividend shall not as the case may be exceed one-half of the amount of the maximum dividend on the ordinary capital in respect of which the interim dividend is declared;

(b) the balance sheet and accounts made up by the Company in accordance with section 116 of the Companies Clauses Consolidation Act 1845 shall so far as the same relate to the profit and loss of the Company relate to the transactions of the Company in the course of the preceding year.

Number of directors.

110. The number of directors shall be seven but the Company may vary the number provided that the number be not at any time more than nine or less than three.

Qualification of directors.

111. The qualification of a director shall be the possession in his own right of not less than ten shares.

Quorum for directors' meeting.

112. The quorum of a meeting of directors shall be three but if the number of directors be reduced to three the quorum shall be two.

First and subsequent directors.

113. Charles Gurney Atha Sir Arthur Richard de Capell Brooke Baronet Roger John Edward Conant Alan Campbell McDiarmid Samuel Janson Lloyd Samuel Charles Edward Lloyd and one other person to be nominated by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if they continue qualified eligible for re-election At the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 The several persons elected at any such meeting being neither

removed nor disqualified nor having died or resigned shall continue to be directors until others are duly elected in their stead.

A.D. 1931.
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114. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding any office or place of trust or profit under the Company or by reason of his or any partners of his being or becoming interested in any contract with the Company either on his own behalf or as a member of any other company corporation local authority or partnership nor shall any director be required to cease from voting or acting as a director by reason of his accepting any such office or place of trust or profit or of his or any partners of his becoming interested in any such contract Provided that in the case of his or any partners of his being or becoming interested in any contract with the Company whether such interest shall arise before or after his appointment as a director the nature of his interest in the contract or of the interests of any such partners of his shall be disclosed by him at the meeting of the directors at which the contract is determined on if his or their interest then exists or in any other case at the first meeting of the directors after the acquisition of his or their interest or after his appointment and that no director shall as a director vote in respect of any such contract and if he does so vote his vote shall not be counted but this prohibition shall not apply to any contract by or on behalf of the Company to give to the directors or any of them any security by way of indemnity.

Contracts &c. not to disqualify for office of director.

115. The continuing directors may act notwithstanding any vacancy in their body but so that if at any time the number of directors of the Company holding office shall be less than the minimum number prescribed by this Act the directors shall not except for the purpose of filling vacancies and allotting shares to any proposed director or directors act so long as the number is below such minimum.

Continuing directors.

116.—(1) Except in the case of a director retiring by rotation and offering himself or being proposed for re-election or except in the case of a director being elected by the board of directors to fill a casual vacancy no person shall be capable of being elected a director

Notice of candidature of or of opposition to re-election of director.

A.D. 1931. — of the Company unless notice in writing that such person intends to offer himself or will be proposed for the office of director shall have been given to the secretary of the Company or left at the principal office of the Company fourteen days at least before the day of election and the secretary of the Company shall during such fourteen days and on the day of election fix a copy of every such notice so delivered in some conspicuous place in such office.

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

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

As to ap-
pointment
of managing
director.

117.—(1) The directors of the Company may appoint one or more of their body to be managing director or managing directors of the Company either for a fixed term or without any limitation as to time and may remove or dismiss him or them from office and appoint another or others in his or their place or places.

(2) A managing director shall not while holding that office be subject to retirement by rotation and shall not be taken into account in determining the rotation of retirement of directors but if he ceases to hold the office of director from any other cause he shall ipso facto immediately cease to be a managing director.

(3) The remuneration of a managing director shall from time to time be fixed by the directors and may be by way of salary or commission or participation in profits or by any or all of those modes.

(4) The directors may entrust to and confer upon any managing director such of the powers exercisable by the directors and subject to such conditions as they may think fit and may from time to time revoke withdraw alter or vary all or some of such powers Provided that the directors shall be responsible for the acts of any managing director acting under the powers of this section.

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

A.D. 1931.

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As to ap-
pointment
of proxies.

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

Joint
holders.

120.—(1) It shall be lawful for the Company at any time by resolution passed at a general meeting to decide that the audit of the Company's accounts shall be made by a single auditor.

Auditors.

(2) It shall not be necessary for any auditor to hold any shares in the Company.

(3) No person not being a retiring auditor of the Company shall be eligible to be elected at any general meeting an auditor of the Company unless notice in writing be given to the secretary or left at the principal office of the Company not less than three clear days before the date of the meeting that such person will be proposed for election as an auditor of the Company The secretary shall on receipt of any such notice send a copy thereof to the retiring auditor

A.D. 1931. and during such three days and the day of election
— keep a copy of the notice fixed in some conspicuous
place in the said office.

(4) If any auditor of the Company dies or resigns
the directors may appoint another auditor in his place
and any auditor so appointed shall hold office until the
next ordinary meeting.

Remunera-
tion of
secretary.

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

Closing of
transfer
books.

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

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

Register of
shareholders
and share-
holders'
address
book.

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

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

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

PART VIII.

MISCELLANEOUS PROVISIONS.

124.—(1) Any urban or rural district council whose district is in whole or in part within the limits of supply may give and enter into any guarantee or contract for securing payment to the Company of such periodical or other sum or sums at such time or times in such manner and subject to such stipulations as may be agreed by and between such council and the Company for the purpose of or with respect to the providing or laying down by the Company of any main pipe or works for the supply of water within any part of such district. Guaran
by dist
counc

(2) The giving of such guarantee and the performance of any contract in relation thereto shall be deemed to be a purpose for which under the provisions of any general Act relating to the powers of such council they may incur expenditure and any such council may raise in like manner as money may be raised under the provisions of any such general Act any money which may become payable to the Company under this section :

Provided that subject to the provisions of the Local Government Act 1929 any expenditure incurred by a rural district council in pursuance of this section shall be defrayed as special expenses on the contributory places in respect of which the guarantee or contract is entered into.

(3) Nothing in this section shall be deemed to authorise any such urban or rural district council to use any water supplied by the Company under any such guarantee or contract as aforesaid in any part of the district of such council which is beyond the limits of supply and within the limits for the supply of water of any other authority supplying water under parliamentary authority without the consent of such other authority.

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125. Any requisition which may be made under section 35 of the Waterworks Clauses Act 1847 as incorporated with this Act by owners or occupiers of houses requiring a supply of water may be made by the local authority of the district on behalf of such owners and occupiers and shall be binding on the Company if the local authority execute an agreement binding themselves to pay for three successive years at least for the supply of water to the houses in respect of which the requisition was made the amount which would have been payable under the said section in its application to the Company by such owners or occupiers.

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 e super-
 nation
 other
 vances.

126. It shall be lawful for the Company to make superannuation and other allowances and to pay or contribute towards pensions or gratuities to any officers servants or employees of the Company and for that purpose to apply the funds and revenues of the Company.

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

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

Form and
 service of
 notices by
 Company.

128. Any notice to be served on a person supplied with water shall be sufficiently authenticated by the signature of the secretary to the Company being affixed thereto in writing or by a stamp or if it be a notice to pay any charge in respect of a supply of water by the name either of the secretary or of a collector of the Company being affixed thereto in print or by a stamp and any such notice may be served on such person either personally or by sending the same through the post by a prepaid letter addressed to him by name at his last known or usual place of abode or of business or by delivering the same to some inmate at his last known or usual place of abode or business or to any inmate of the premises supplied or if such premises be unoccupied and the place of abode of the person to be served is after proper inquiry unknown it shall in the case of any notice not being a notice to pay any charge

be sufficient to affix such notice or a copy thereof upon some conspicuous part of such premises. A.D. 1931.

129. 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 reference shall be subject to the provisions of the Arbitration Act 1889. Application of Arbitration Act 1889.

130. A judge of any court or a justice shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent meter rent rate or charge under this Act. Liability to water rent &c. not to disqualify justices &c.

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

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

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

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

A.D. 1931.

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Saving for
Marquess of
Exeter.

135. Except as expressly provided by this Act nothing in this Act shall prejudice or affect the rights of the most honourable William Thomas Brownlow Marquess of Exeter or other the owner or owners for the time being of the Marquess of Exeter's settled estates in the counties of Rutland and Leicester (all of whom are in this section referred to as "the owner") to supply water from any springs situate upon the said settled estates from which pure and wholesome water fit for domestic purposes may be obtained for the purposes of the water undertaking of the owner under the Stamford Water Acts 1837 and 1877.

Costs of Act.

136. All costs charges and expenses preliminary to and of and incident to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company and may in whole or in part be charged against revenue.

The SCHEDULE referred to in the
foregoing Act.

A.D. 1931.

DESCRIPTION OF LIMITS OF SUPPLY.

In the county of Northampton—

In the rural district of Kettering—

The parishes of Beanfield Lawns Corby Cottingham
East Carlton Geddington Great Oakley Great Weldon
Little Oakley Little Weldon Middleton Newton and
Stanion.

In the rural district of Gretton—

The parish of Rockingham.

In the county of Leicester—

So much of the parish of Great Easton in the rural district
of Hallaton as lies to the east and south of an
imaginary line commencing at a point on the western
boundary of that parish at the southernmost corner
of the enclosure numbered 180 in the said parish on
the 1/2500 Ordnance map (second edition of 1900)
sheet Northamptonshire XI.9 Leicestershire XLVII.9
and drawn thence in a straight line in a north-
westerly direction to the southernmost corner of the
enclosure numbered 170 on the said Ordnance map
and sheet and thence in a straight line in a northerly
direction to the northernmost corner of the enclosure
numbered 83 in the same parish on the 1/2500
Ordnance map (second edition of 1904) sheet
Leicestershire XLVII.5 Rutland XV.5 and thence in
a straight line in a north-easterly direction to and
terminating at a point in the Eye Brook on the
eastern boundary of the said parish immediately
opposite to the northernmost corner of the enclosure
numbered 86 in the parish of Caldecott in the county
of Rutland on the said last-mentioned Ordnance map
and sheet.

In the county of Rutland—

So much of the parish of Caldecott in the rural district of
Uppingham as lies to the south of an imaginary line
commencing at a point on the western boundary of
that parish at the northernmost corner of the enclosure

[Ch. civ.]

*Corby (Northants) [21 & 22 GEO. 5.]
and District Water Act, 1931.*

A.D. 1931.

numbered 86 in the said parish on the said last-mentioned Ordnance map and sheet and drawn thence in a straight line in an easterly direction to the north-eastern corner of the enclosure numbered 107 in the said parish on the 1/2500 Ordnance map (second edition of 1900) sheet Northamptonshire XI.6 Leicestershire XLVII.6 Rutland XV.6 and thence in a straight line in a south-easterly direction to and terminating at a point on the southern boundary of the said parish at the easternmost corner of the enclosure numbered 100 on the said last-mentioned Ordnance map and sheet.

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