ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cxlvi.

An Act for the Amalgamation of the *North Kent* Waterworks Company and their Undertaking and Property with the *Kent* Waterworks Company and their Undertaking and Property, and for the Dissolution of the *North Kent* Waterworks Company; and for authorizing the *Kent* Waterworks Company to raise further Monies; and for other Purposes. [30th *June* 1864.]

WHEREAS by "The *Kent* Waterworks Act, 1809," the Company of Proprietors of the *Kent* Waterworks (in this Act called "the Company") were incorporated, and were authorized to make and maintain Waterworks and other Works and Conveniences connected therewith in divers Places in the Counties of *Kent* and *Surrey* therein specified, and by means thereof to supply Water within those Places: And whereas by "The *Kent* Waterworks Amendment Act, 1811," the Company were authorized to extend their Works into divers other Places in the Counties of *Kent* and *Surrey* therein specified, and to supply Water within those Places: And whereas by their Acts of 1809 and 1811, and "The *Kent* Waterworks Acts Amendment Act, 1850," respectively, the Company

49 G. 3. c. clxxxix.

51 G. 3. c. 145.

13 & 14 Vict. c. 59.

were authorized to raise a Capital in Shares and to borrow on Mort-
25 & 26 Vict. c. 44. gage: And whereas by "The *Kent* Waterworks Act, 1862," (Section 4,) the several Powers and Provisions of the said recited Acts with respect to the raising of Capital and the borrowing of Money by the Company were repealed; and (Section 9) their Capital was declared to be Four hundred and twenty thousand Pounds, consisting of their then Capital of Three hundred and fifty-one thousand one hundred and fifty Pounds, and the additional Capital of Sixty-eight thousand eight hundred and fifty Pounds created by the reciting Act; and (Section 10) all their Capital was declared to be Ordinary Capital; and (Section 11) they were authorized from Time to Time to issue so many of the Shares of the additional Capital of Sixty-eight thousand eight hundred and fifty Pounds as they thought fit; and (Section 23) they were authorized to borrow on Mortgage not exceeding One hundred and five thousand Pounds; and (Section 24) their then Mortgage Debt of Thirty-seven thousand Pounds was to be deemed Part of the Amount which they might so borrow: And whereas the present Condition of the Company's Capital and Mortgage Debt is as follows; (that is to say,)

Capital actually issued - -	£409,750
Capital unissued - - -	10,250
Total Capital - -	£420,000
Actually borrowed on Mortgage -	£42,000
To be borrowed - - -	63,000
Total borrowing Power -	£105,000

And whereas the several above-recited Acts are in this Act referred to as "the Company's Acts:" And whereas by "The *North Kent*
23 & 24 Vict. c. 78. Waterworks Act, 1860," the *North Kent* Waterworks Company (in this Act called "the *North Kent* Company") were incorporated, and were authorized to make and maintain Waterworks and other Works and Conveniences connected therewith in divers Places therein specified in the County of *Kent*, and were authorized to raise a Capital of Forty thousand Pounds in Four thousand Shares of Ten Pounds each, and to borrow not exceeding Ten thousand Pounds: And whereas only Two thousand and fifty Shares of the *North Kent* Company's Capital have been issued, and only Two Pounds a Share has been paid thereon, leaving Eight Pounds a Share to be paid thereon, and leaving One thousand nine hundred and fifty Shares to be issued: And whereas the *North Kent* Company have not borrowed any Money: And whereas an Arrangement for the Amalgamation of the Undertaking, Waterworks, Property, and Effects of the *North Kent* Company with the Undertaking, Waterworks, Property,

perty, and Effects of the Company has been come to, and the Terms thereof appear by the Memorandum of Arrangement between those Companies set forth in the First Schedule to this Act annexed: And whereas it is expedient that that Memorandum of Arrangement be confirmed, and the Amalgamation be effected accordingly, and the *North Kent* Company be dissolved: And whereas it is expedient that "The *North Kent* Waterworks Act, 1860," be repealed, but saving the several Sections and Provisions thereof which are set forth or referred to in the Second Schedule to this Act annexed: And whereas it is expedient that the Powers and Provisions of the Company's Acts be extended and applied to the District within the Limits of "The *North Kent* Waterworks Act, 1860:" And whereas it is expedient that the Time by "The *North Kent* Waterworks Act, 1860," limited for the Completion of the Works by that Act authorized (being Five Years after the passing of that Act) be extended: And whereas it is expedient that the Company be authorized to raise further Monies: 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 Queen'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; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Kent* Waterworks Act, 1864."

8 & 9 Vict. cc. 16 & 18. 10 & 11 Vict. c. 17. 15 & 16 Vict. c. 84. 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 93. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) and Part II. (relating to additional Capital) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Act, 1847," and "The Metropolis Water Act, 1852," and "The Waterworks Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are expressly varied or excepted by this Act,) are respectively incorporated with and form Part of this Act, provided that this Act shall not authorize the Purchase of any Lands otherwise than by Agreement: Provided also, that the Provisions with respect to Preference Shares and Stock of Part II. of "The Companies Clauses Act, 1863," apply only to Shares created by the Company as by this Act authorized for raising Money by Shares instead of by borrowing or reborrowing: Provided also, that the following Sections and Provisions of "The Waterworks Clauses Act, 1847," (that is to say,) Sections 35 and 36, and the Provisions with respect to the Communication Pipes to be laid by the Undertakers, are not incorporated with this Act.

3. The

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders," and *vice versâ*.

Arrangement between North Kent Company and Company in First Schedule confirmed.

4. The Memorandum of Arrangement between the *North Kent* Company and the Company for Amalgamation which is set forth in the First Schedule to this Act annexed is by this Act confirmed and made binding on the Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect in accordance with the true Intent thereof.

Undertaking, Waterworks, Property, and Effects of North Kent Company vested in Company.

5. The Undertaking, Waterworks, and other Works and Conveniences, Waters, and Sources of Water Supply, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever, of or to which the *North Kent* Company were, by virtue of the recited Act relating to them, or otherwise howsoever, immediately before the passing of this Act, seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act, and as from the Sixteenth Day of *November* One thousand eight hundred and sixty-three (in this Act called "the Day of Amalgamation"), vested in the Company as Part of and amalgamated with their present Undertaking, Waterworks, Property, and Effects.

North Kent Company dissolved, and Company to represent them.

6. Subject to the Provisions of this Act, the *North Kent* Company are by this Act dissolved and amalgamated with the Company, and shall cease to exist as a separate Company; and, except as is by this Act otherwise expressly provided, the Company from and after the passing of this Act, and as from the Day of Amalgamation, shall, to all Intents, represent the *North Kent* Company, as if the Two Companies had originally been and had continued without Intermission, to be One and the same Body Corporate.

Repeal of North Kent Company's Act, except Sections in Second Schedule, which are to relate to Company.

7. Subject to the Provisions of this Act, "The *North Kent* Waterworks Act, 1860," is by this Act repealed: Provided that the Thirty-five several Sections and Provisions of that Act which are set forth in Words and are referred to by Numbers respectively in the Second Schedule to this Act annexed are not repealed by this Act; and from and after the passing of this Act, and as from the Day of Amalga-

Amalgamation, those Sections and Provisions respectively shall relate to the Company as if the same respectively had originally related to the Company instead of to the *North Kent* Company, and shall be read and have effect accordingly.

Provisions of other Acts applied to Company in respect of Undertakings.

8. Subject to the Provisions of this Act, all the Provisions of any and every Act of Parliament (other than "The *North Kent* Waterworks Act, 1860,") relating to the *North Kent* Company, and their Directors, Officers, and Servants, shall apply to the Company, and their Directors, Officers, and Servants, and may be exercised, enforced, and enjoyed by and against them respectively in as full and beneficial a Manner to all Intents and Purposes, as, in case this Act were not passed, the same respectively might be exercised, enforced, and enjoyed by and against the *North Kent* Company, and their Directors, Officers, and Servants.

Company's Capital increased by Amount of North Kent Capital.

9. The Capital of the Company is by this Act increased by Forty thousand Pounds by the Addition to their authorized Capital of the authorized Capital of the *North Kent* Company, and the Company from Time to Time may issue the now unissued Shares of that additional Capital, and may call up so much of that additional Capital as has not already been paid up.

North Kent Shareholders to be Ordinary Shareholders of Company.

10. On and after the passing of this Act, and as from the Day of Amalgamation, the several Holders of the now issued Shares of the *North Kent* Company's Capital shall in respect thereof be Ordinary Shareholders of the Company, and liable to pay to the Company, when and as they call up the same, so much as from Time to Time is not paid up of the nominal Amount of those Shares respectively.

Certificates of Shares to be issued by Company to North Kent Shareholders.

11. The Company shall, when thereunto reasonably requested, issue to the Holders of Shares of the *North Kent* Company's Capital by this Act made Shares of the Ordinary Capital of the Company Certificates thereof: Provided that the Company shall not be bound to issue to the Holder of any of those Shares a Certificate thereof, unless and until he deliver to them to be cancelled by them, or show to their Satisfaction the Loss or Destruction of the *North Kent* Company's Certificate of the respective Share.

Certificates to be exchanged.

12. If and when the Company so think fit, they may require the several Holders of those Shares to exchange their respective *North Kent* Company's Certificates thereof for the Company's Certificates thereof.

As to Increase of Company's borrowing Powers.

13. The Amount which the Company are authorized to borrow on Mortgage is by this Act increased by the Amount which the *North Kent* Company are authorized to borrow on Mortgage or Bond.

General Saving of Rights under recited Acts.

14. Notwithstanding the Amalgamation by this Act effected and the Dissolution of the *North Kent* Company, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by "The *North Kent* Waterworks Act, 1860," shall be as valid as if the Amalgamation and Dissolution had not happened, and the Amalgamation and Dissolution and the Operation of this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights and Liabilities, Claims and Demands, both present and future, which, if the Amalgamation and Dissolution had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the *North Kent* Company; provided that the Generality of this Provision shall not be restricted by any of the other Sections and Provisions of this Act.

Contracts, &c. preserved.

15. Notwithstanding the Amalgamation and Dissolution, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, Submissions to Reference, Awards, and Contracts before the passing of this Act made under "The *North Kent* Waterworks Act, 1860," or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the *North Kent* Company, and may be proceeded on and enforced by and against the Company in like Manner to all Intents and Purposes as if the Company had been Party or privy thereto, or referred to therein, instead of the *North Kent* Company.

Actions not to abate.

16. Notwithstanding the Amalgamation and Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *North Kent* Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take effect both in favour of and against the Company in like Manner to all Intents as, in case the Amalgamation and Dissolution had not happened, the same respectively might continue and take effect in favour of or against the *North Kent* Company, save only that when necessary the Company shall be substituted therein for the *North Kent* Company.

Debts to be paid.

17. Notwithstanding the Amalgamation and Dissolution, all Persons who immediately before the passing of this Act owed any Money to the *North Kent* Company or to any Persons on their Behalf, shall pay the same, with all Interest (if any) due and payable

able or accruing for the same, to the Company; and all Monies which immediately before the passing of this Act were owing by or recoverable from the *North Kent* Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company: Provided that all the Monies belonging to the *North Kent* Company shall be applied in or towards the Payment or Discharge of their Debts, Liabilities, and Engagements.

Penalties to be recoverable.

18. Notwithstanding the Amalgamation and Dissolution, all Penalties, Costs, Damages, and Expenses which, if the Amalgamation and Dissolution had not happened, would, under "The *North Kent* Waterworks Act, 1860," be or become payable to or recoverable by or against the *North Kent* Company or any other Person, shall be payable or recoverable in like Manner as if the Amalgamation and Dissolution had not happened; nevertheless the Company, where necessary, being substituted in that Behalf for the *North Kent* Company.

Certificates, &c. of Shares to remain.

19. Notwithstanding the Amalgamation and Dissolution, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under "The *North Kent* Waterworks Act, 1860," of and with respect to any Shares of the Capital of the *North Kent* Company, and all Contracts and Agreements relating to any of those Shares, shall, for the Purposes of this Act, continue in force and be available in all respects, but, with respect to Certificates of Shares, subject to the Provisions of this Act relating thereto.

Resolutions, &c. continued.

20. Notwithstanding the Amalgamation and Dissolution, all Resolutions, Orders, and Proceedings of General Meetings and Meetings of Directors of the *North Kent* Company which immediately before the passing of this Act were binding on the *North Kent* Company, or their Directors, Officers, or Servants, or any of them, shall, until duly revoked by or under the Authority of the Company, continue in full Force, and be in like Manner and to the like Extent binding on the Company, and their Directors, Officers, and Servants, accordingly.

Books, &c. continued Evidence.

21. Notwithstanding the Amalgamation and Dissolution, all Documents, Books, and Writings by "The *North Kent* Waterworks Act, 1860," directed or authorized to be kept, and which, if the Amalgamation and Dissolution had not happened, would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity, and elsewhere accordingly.

22. Not-

Officers of North Kent Company in Service of Company continued.

22. Notwithstanding the Amalgamation and Dissolution, every Officer and Servant (other than the Secretary) of the *North Kent* Company appointed by virtue of and acting under "The *North Kent* Waterworks Act, 1860," and now in the Service or Employment of the *North Kent* Company, shall hold and enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from the Office or Employment; and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Company to perform Duties of North Kent Company.

23. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company may and shall maintain, regulate, work, and use the Waterworks and other Works by "The *North Kent* Waterworks Act, 1860," authorized, and shall be subject to and shall perform and conform to all Duties, Obligations, and Liabilities to which the *North Kent* Company immediately before the passing of this Act were or but for this Act would become subject.

Power to Company to complete Works of North Kent Company.

24. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company may proceed with the making and completing of the then uncompleted Works commenced by the *North Kent* Company, and any Works not then commenced by them, and which, if this Act were not passed, they might make or complete.

Period for Completion of Waterworks.

25. The Waterworks by this Act authorized to be made or completed by the Company may and shall be completed within Five Years after the passing of this Act; and on the Expiration of that Period the Powers by this Act conferred on the Company for making or completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided that nothing in this Act contained shall prevent the Company from enlarging, extending, and improving from Time to Time their Works, Mains, and Pipes within their Limits, for the Supply of Water, when and as they find it requisite for the Purposes of the Supply so to do.

Limits of Company's Acts and Water Supply.

26. From and after the passing of this Act the Limits of the Company's Acts shall extend to and include all Places within the Limits of "The *North Kent* Waterworks Act, 1860," and the Limits of that Act and the Company's Acts together shall accordingly be the Limits for Water Supply by the Company, and the Company's Acts and this Act respectively shall accordingly be in force in all Places within those Limits.

27. The

Provisions of Acts to apply to Company's whole Undertaking.

27. The several Provisions of this Act with respect to Water Supply and Water Rates or Rents, and all incidental Matters, including the several Provisions incorporated with this Act of "The Waterworks Clauses Acts, 1847 and 1863," and "The Metropolis Water Act, 1852," apply from and after the passing of this Act to the whole of the Undertaking and Waterworks of the Company.

Rates at which Water is to be supplied for domestic Purposes where there is no Water-closet or Bath.

28. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which from Time to Time any Pipe of the Company is laid, or of any Person who, under the Provisions of this Act, is entitled to demand a Supply of Water for domestic Purposes, furnish to him a sufficient Supply of Water for domestic Purposes, at Rates not exceeding the following; (that is to say,)

Where the yearly Value of the House supplied does not exceed Seven Pounds, Eight Shillings:

Where it exceeds Seven Pounds and does not exceed Eight Pounds, Nine Shillings and Sixpence:

Where it exceeds Eight Pounds and does not exceed Nine Pounds, Ten Shillings and Sixpence:

Where it exceeds Nine Pounds and does not exceed Ten Pounds, Twelve Shillings:

Where it exceeds Ten Pounds and does not exceed Eleven Pounds, Thirteen Shillings:

Where it exceeds Eleven Pounds and does not exceed Twelve Pounds, Fourteen Shillings:

Where it exceeds Twelve Pounds and does not exceed Thirteen Pounds, Fifteen Shillings and Sixpence:

Where it exceeds Thirteen Pounds and does not exceed Fourteen Pounds, Sixteen Shillings and Sixpence:

Where it exceeds Fourteen Pounds and does not exceed Fifteen Pounds, Eighteen Shillings:

Where it exceeds Fifteen Pounds and does not exceed Sixteen Pounds, Nineteen Shillings:

Where it exceeds Sixteen Pounds and does not exceed Seventeen Pounds, One Pound:

Where it exceeds Seventeen Pounds and does not exceed Eighteen Pounds, One Pound One Shilling and Sixpence:

Where it exceeds Eighteen Pounds and does not exceed Nineteen Pounds, One Pound Two Shillings and Sixpence.

Where it exceeds Nineteen Pounds and does not exceed Twenty Pounds, One Pound and Four Shillings:

Where it exceeds Twenty Pounds and does not exceed Twenty-five Pounds, One Pound and Eight Shillings:

Where it exceeds Twenty-five Pounds and does not exceed Thirty Pounds, One Pound and Eleven Shillings:

Where it exceeds Thirty Pounds and does not exceed Thirty-five Pounds, One Pound and Fifteen Shillings:

Where it exceeds Thirty-five Pounds and does not exceed Forty Pounds, Two Pounds:

Where it exceeds Forty Pounds and does not exceed Forty-five Pounds, Two Pounds and Five Shillings:

Where it exceeds Forty-five Pounds and does not exceed Fifty Pounds, Two Pounds and Ten Shillings:

Where it exceeds Fifty Pounds and does not exceed Sixty Pounds, Two Pounds and Fifteen Shillings:

Where it exceeds Sixty Pounds and does not exceed Seventy Pounds, Three Pounds and Three Shillings:

Where it exceeds Seventy Pounds and does not exceed Eighty Pounds, Three Pounds and Ten Shillings:

Where it exceeds Eighty Pounds and does not exceed Ninety-five Pounds, Three Pounds and Sixteen Shillings:

Where it exceeds Ninety-five Pounds, at a Rate not exceeding Four Pounds *per Centum per Annum* on the yearly Value.

Definition of the Term "a Supply of Water for domestic Purposes."

29. A Supply of Water for domestic Purposes includes a Supply of Water for One Watercloset, but not a Supply of Water for more than One Watercloset, or for any Bath, and does not include a Supply of Water for Cattle or for Horses, or for washing Carriages, if the Horses or Carriages are kept for Hire or by Common Carriers, or are the Property of a Dealer, or for Steam Engines, or for Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens by means of any Tap, Tube, Pipe, or other like Apparatus, or for Fountains, or for flushing Sewers or Drains, or for Public Baths, or for any ornamental Purpose whatever.

Rates if there be a Watercloset or Bath.

30. The Company may charge for every Year, in respect of every Watercloset more than One, and every Bath, in any Dwelling House, in addition to the ordinary yearly Rates, any Rates not exceeding the following yearly Rates; (that is to say,)

Where the yearly Value of the Dwelling House does not exceed Nine Pounds, Five Shillings for every Watercloset more than One, and Six Shillings for every Bath:

Where the yearly Value of the Dwelling House exceeds Nine Pounds and does not exceed Twenty Pounds, Six Shillings for One Watercloset beyond the first, and Eight Shillings for One Bath, and Five Shillings for every additional Watercloset, and Six Shillings for every additional Bath:

Where the yearly Value of the Dwelling House exceeds Twenty Pounds and does not exceed Forty Pounds, Seven Shillings for One

One Watercloset beyond the first, and Ten Shillings for One Bath, and Five Shillings for every additional Watercloset, and Six Shillings for every additional Bath:

Where the yearly Value of the Dwelling House exceeds Forty Pounds and does not exceed Sixty Pounds, Eight Shillings for One Watercloset beyond the first, and Ten Shillings for One Bath, and Five Shillings for every additional Watercloset, and Six Shillings for every additional Bath:

Where the yearly Value of the Dwelling House exceeds Sixty Pounds and does not exceed Eighty Pounds, Eight Shillings for One Watercloset beyond the first, and Twelve Shillings for One Bath, and Five Shillings for every additional Watercloset, and Six Shillings for every additional Bath:

Where the yearly Value of the Dwelling House exceeds Eighty Pounds, Ten Shillings for One Watercloset beyond the first, and Twelve Shillings for One Bath, and Five Shillings for every additional Watercloset, and Six Shillings for every additional Bath.

Owners of small Houses let as separate Tenements to pay Water Rates.

31. The Owners of all Houses, or Parts of Houses occupied as separate Tenements, and respectively not exceeding the yearly Value of Twenty Pounds, shall, during such Time as they are supplied with Water by the Company, be liable to the Payment of the Rates chargeable in respect thereof under this Act, instead of the Occupiers thereof; and the Person receiving the Rent of any such House or Tenement from the Occupier or Occupiers thereof, on his own Account, or as Agent or Receiver for any Person interested therein, shall for that Purpose be deemed the Owner of the House or Tenement.

Undisputed Water Rents, &c. may be recovered by Distress.

32. All Water Rates or Water Rents due to the Company, and all Damages, Costs, and Expenses by this Act, or any other Act or Part of an Act relating to the Company, directed to be paid, and the Amount whereof is not disputed, may be levied by Distress; and any Justice on Application may issue his Warrant accordingly.

Costs of Distress.

33. Any Justice who issues any Warrant of Distress under this Act may order that the Costs of the Proceedings for the Recovery of the Rate or Sum shall be paid by the Person liable to pay the Rate or Sum, and the Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of the Rate or Sum.

Liability to Water Rent, &c. not to disqua-

34. No Judge of any County Court, or Justice, shall, except as is by this Act expressly provided, be disqualified for acting in the Execution of this Act or any other Act relating to the Company by reason

lify Judges, &c. from acting.

reason of his being liable to any Water Rent or Charge under the respective Act, or his being a Shareholder of the Company.

Several Names in One Warrant.

35. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Penalties not cumulative.

36. Penalties imposed on the Company by several Acts for One and the same Offence shall not be cumulative, and for this Purpose this Act, and the Acts in whole or in part incorporated therewith, shall be deemed several Acts.

Powers of Acts herein named supersede Powers of recited Acts.

37. The several Powers and Provisions of "The Companies Clauses Consolidation Act, 1845," and of Parts I. and II. of "The Companies Clauses Act, 1863," respectively incorporated with this Act, supersede the several Powers and Provisions for like Purposes of the recited Acts.

Power to Company to raise by new Shares additional Capital and further Capital.

38. The Company from Time to Time may raise by the Creation and Issue of new Shares or new Stock all or any Part of the Capital of Forty thousand Pounds which by this Act is added to their other Capital of Four hundred and twenty thousand Pounds by way of Increase thereof, and also any further Capital not exceeding in the whole One hundred and forty thousand Pounds, and making a total Capital not exceeding six hundred thousand Pounds; provided that no Share shall be issued by the Company, or shall vest in the Person accepting the same, until at least Twenty *per Centum* of the nominal Amount thereof is paid up thereon.

Power to borrow on Mortgage.

39. The Company from Time to Time may borrow on Mortgage for the Purposes of this Act any Sums not exceeding the Sum of Ten thousand Pounds, by which their borrowing Power is by this Act increased, and also any further Sums not exceeding in the whole Thirty-five thousand Pounds; provided that the Company shall not borrow on Mortgage any Part of that Sum of Ten thousand Pounds until the whole of the *North Kent* Capital of Forty thousand Pounds by this Act added to the Company's Capital is subscribed for or taken and One Half thereof is actually paid up, nor any Part of that further Sum of Thirty-five thousand Pounds, until the whole of their further Capital of One hundred and forty thousand Pounds under this Act is subscribed for and at least Twenty *per Centum* is paid up on account of each separate Share, and One Half of that further Capital is actually paid up, nor in either Case until the Justice who certifies under Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the respective

respective Capital so required to be taken is *bonâ fide* taken, and that not less than Twenty *per Centum* has been paid on account of each separate Share, and is held by registered Holders, who, or their Assigns, are legally liable for so much thereof as is not paid up, and of which Satisfaction the Certificate shall be sufficient Evidence.

Priority of existing Mortgages.

40. The Mortgages from Time to Time before the passing of this Act granted by the Company, and on the passing of this Act in force, shall during the Continuance thereof have Priority over the Mortgages from Time to Time granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

41. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages, by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Fifteen thousand Pounds.

Power to raise Money by Shares instead of by borrowing.

42. If and when the Company from Time to Time so think fit, they, instead of borrowing or reborrowing on Mortgage all or any Part of the Monies which by this Act they are authorized to borrow, may raise the same by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential, or both.

Application of Monies by Company.

43. All Money raised by the Company under this Act by new Shares or new Stock, or by borrowing, shall be applied only to Purposes of this Act; and the Company may apply for Purposes of this Act any Money raised by them under any other Act, and not required for any special Purpose for which by the Act authorizing the raising thereof it is made applicable.

Number of Directors and Power to increase or reduce it.

44. The Number of the Directors of the Company shall be Nine, and the present Directors shall continue in Office until the First General Meeting to be held under this Act, and after the Commencement of this Act the Directors shall retire from Office according to the Provisions of "The Companies Clauses Consolidation Act, 1845."

Qualification of Directors.

45. The Qualification of a Director shall be his holding in his own Right Capital of the Company to the aggregate Amount of at least One thousand Pounds.

Notice to be given on desiring to be elected a Director.

46. Any Person, not being a retiring Director, wishing to be elected a Director, shall not be eligible for Election unless Notice be given to the Clerk or left at the principal Office of the Company, Ten Days at the least before the Day of Election, that such Person will be proposed to be elected a Director; and the Clerk shall, during such

such Ten Days and on the Day for Election, fix a Copy of every such Notice so delivered on some conspicuous Place in such Office.

Scale of Votes.

47. The Scale of Votes shall be One Vote for every One hundred Pounds of the Capital, whether Share or Stock, or Share and Stock, Fractions of One hundred Pounds being rejected.

First and subsequent Ordinary Meetings.

48. The First Ordinary Meeting of the Company after the passing of this Act shall be held in the Month of *November* One thousand eight hundred and sixty-four, and the subsequent Ordinary Meeting shall be held half-yearly in the Months of *May* and *November* in every Year, or at such other Times as the Company, by the Resolution of a General Meeting, from Time to Time determine.

Saving Rights of Company.

49. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company.

Saving Rights of Metropolitan and other Boards.

50. Nothing herein contained shall prejudice, take away, lessen, or abridge any of the Rights, Privileges, Powers, or Authorities of the Metropolitan Board of Works, or of the Boards of Works for the respective Districts of *Plumstead*, *Greenwich*, or *Lewisham*, or of the Local Board of Health for the Parish of *Woolwich*, except so far as the same are expressly varied or altered by this Act.

Company not exempt from Provisions of General Acts.

51. This Act or anything therein contained shall not exempt the Company or their Waterworks from the Provisions of any General Act now or hereafter in force relating to Waterworks, and applicable to the Company and their Waterworks.

Expenses of Act.

52. All the Costs, Charges, and Expenses of and incidental to the preparing, and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

The

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Memorandum of Arrangement between the North Kent Waterworks Company and the Company of Proprietors of the Kent Waterworks for Amalgamation.

First, the Undertaking, Waterworks, Property, and Effects of the North Kent Company to be by Act of Parliament amalgamated with the Undertaking, Waterworks, Property, and Effects of the Kent Company, and the North Kent Company to be dissolved.

Secondly, the Ordinary Capital of the North Kent Company being Forty thousand Pounds in Four thousand Shares of Ten Pounds each, of which only Two thousand and fifty Shares have as yet been issued, those Shares being paid up to the Amount of Two Pounds a Share, to become like Ordinary Capital of the Kent Company, the now unissued Shares to be issued, and the Capital now unpaid to be paid up, when and as the Kent Company think fit.

Thirdly, the Kent Company to take on themselves all the Debts, Liabilities, and Engagements of the North Kent Company, whether on account of Revenue or on account of Capital.

Fourthly, the North Kent Company not to incur any Debenture Debt, so that their whole borrowing Power shall be vested in the Kent Company.

Fifthly, the Amalgamation of the Two Companies on these Terms to take effect as on and after the Sixteenth Day of November One thousand eight hundred and sixty-three.

As witness the respective Common Seals of the Two Companies this Sixteenth day of November in the Year of our Lord One thousand eight hundred and sixty-three.

THE SECOND SCHEDULE.

Sections of "The North Kent Waterworks Act, 1860," *which are not repealed, but are saved by the aforegoing Act.*

The Company shall be established for the Purpose of constructing and maintaining the Waterworks herein-after described, and of erecting Engines, and of making Shafts, Wells, Adits, Reservoirs, Aqueducts, and Conduits, and of

Section 3. Purposes of the Company.

of laying down Pipes and executing all other Works necessary and convenient for supplying with Water the Inhabitants, Buildings, and Lands within the Parishes and Places of Dartford, Crayford, Bexley, Wickham, Erith, Eltham, Chislehurst, and Bromley, all in the County of Kent; and the Limits of this Act, with regard to the Powers of affording such Supply, shall be held to be co-extensive with the Limits of the Parishes and Places aforesaid.

Section 15. Power to make Works according to deposited Plans.

Subject to the Provisions and Restrictions in this Act and the incorporated Acts contained, it shall be lawful for the Company to make and maintain the Works herein-after described, together with all proper Mains, Conduits, Pipes, Approaches, and Conveniences connected therewith, in the Lines and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Sections; and the Company may collect and divert into the intended Reservoirs and Works the Waters of the Stream called or known as the River Stoneham, and of any other Springs and Streams within the Limits of Deviation marked on the said Plan; and they may appropriate the same for the Purposes of such intended Works and Supply of Water; and the Company may enter upon, take, and use such of the Lands aforesaid, or they may acquire any Easement, Privilege, Power, or Authority in or over those Lands, as they may deem necessary for the Purposes of this Act.

Section 16. Describing Works.

Subject to the Provisions of this Act, the Company may sink Wells and Shafts, and construct a Steam Engine and other Works, in the Parish of Crayford, in a certain Field called Maiden Brooks, and thence drive a lateral Drift or Adit to the before-mentioned River for the Purpose of catching and impounding the Waters thereof; and the Company may make and maintain the following Works all of which will be in the said County of Kent:

1. A Cut or Conduit from the said River to the said Works, to be situated also in the said Parish of Crayford:
2. A Main Pipe or Aqueduct commencing at the said Works in the said Parish of Crayford, passing thence through or into the Parishes and Places of Crayford, Bexley, Wickham (otherwise East Wickham), and Plumstead, or some of them, and terminating at the Upper Reservoir in the said Parish of Plumstead, next herein-after described:
3. An Upper and a Lower Reservoir, with all necessary Works and Conveniences, in a Field in the said Parish of Plumstead, forming Part of Clay Farm, such Field being situate on the North Side of Shooter's Hill, and adjoining Shrewsbury Lane.
4. A short Main Pipe or Aqueduct to be wholly situate in the Parish of Dartford, and to commence from and out of the before-mentioned Main or Aqueduct, at or near where the Footpath from Barns Cray joins the Turnpike Road from Crayford to Dartford, and to pass towards Dartford for about Four Chains along the said Turnpike Road.

Section 17. Limits of Deviation.

In constructing the Waterworks the Company may deviate within the Limits of Deviation defined on the said Plan, and may deviate from the Levels of the Reservoirs as delineated on the said Sections, to any Extent not exceeding Three Feet, and as to all other Works to any Extent not exceeding Five Feet.

Section 30. Power to purchase Land, &c.

The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands, shall have full Power to grant to the Company for the Purposes of this Act any Lands or Streams which the Company are by this Act authorized to take, or the Right of User thereof, or any Easement, Liberty Privilege,

Privilege, Power, or Authority in or over the same, in Fee Simple, in consideration of an annual Rent. on Grants in Perpetuity.

In any such Grant to be made by any Party under any Disability or Incapacity to sell and convey Lands, as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best yearly Rent or Remuneration for or in respect of the Premises thereby granted that can be gotten; and no Fine, Premium, or Foregift shall be paid upon or in respect of such Grant, such Rent or Remuneration being not less than shall be determined by Two able practical Surveyors, or their Umpire, in accordance with the 9th Section of "The Lands Clauses Consolidation Act, 1845:" Provided always, that the Company may at any subsequent Period purchase the Release or Discharge of the Rent or Remuneration, Covenants and Stipulations, reserved by and contained in any such Grants. Section 31. Grants to Persons under Disability to be at best Rent.

The Rent or Remuneration paid or reserved in respect of any such Grant shall be and remain upon the same Uses, Trusts, and Purposes as those upon which the Rents and Profits of the Land so granted, or in respect of which the Easement, Liberty, Privilege, Power, or Authority is granted, stood settled or assured at or immediately before such Grant. Section 32. Annual Rent to enure to same Uses as Land, &c. conveyed.

Every such yearly Rent shall be charged on the Water Rates or Water Rents payable under this Act, or if the Rates be leased then on the Rent reserved by the Lease, in preference to any other Charge whatever; and if at any Time any such Rent be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the Person to whom such Rent is payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company. Section 33. Rents to be First Charge on Rates.

The Company may from Time to Time, by Agreement, purchase or take, for the Purposes of this Act, any Buildings, Mills, and Lands, not exceeding in Quantity Five Acres, in addition to the Land which they are by this Act authorized to take by Compulsion. Section 55. Land for extraordinary Purposes.

The Water of the Company need not be constantly laid on under a Pressure greater than the Pressure to be afforded through the Pipes of Distribution from the Reservoirs herein-before described. Section 56. Limiting Pressure of Supply of Water.

Section **34.** (For Protection of Sewers of Metropolitan and other Boards.)

Section **35.** (Company not to take certain Lands, &c.)

Section **36.** (Engineer to be at liberty to inspect Works of Company.)

Section **37.** (Provision for gauging the Streams.)

Section **38.** (If Water diverted, Compensation to be made, &c.)

Section **39.** (Compensation in Water, &c.)

Section **40.** (If Supply of Water to Crayford Mill interfered with, Company to erect Steam Engine.)

Section **41.** (If Water in Crayford Creek interfered with, Company to construct Basin, &c.)

Section **42.** (Arbitration in case of Dispute.)

Section **43.** (As to Mode of determining Amount of Compensation.)

Section **44.** (As to Recovery of Amount awarded.)

Section **45.** (Expenses of gauging to be paid by the Company.)

Section **46.** (For the Protection of the Lower Mill, &c.)

Sections **47** to **52** (inclusive) relating to the New Cross Turnpike Roads.

Section **53.** (For Protection of Waterworks at Erith.)

Kent Waterworks Act, 1864.

Section 69. (For the Protection of Crown Estate at Eltham.)
Section 82. (Saving the Rights of Commissioners of Dartford and Crayford Navigation.)
Section 83. (Saving Rights of Dartford Local Board of Health.)
Section 84. (Saving Rights of Commissioners of Sewers between Lombards Wall and Gravesend Bridge.
Section 85. (Saving Rights of the Crown.)

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