CHAPTER cxlvi.

An Act to confer further powers on the London Sea Water Supply Company. [30th July 1900.]

A.D. 1900.

WHEREAS it is expedient that the London Sea Water Supply Company (in this Act called "the Company") should be empowered to make the additional works by this Act authorised and that the other powers in this Act mentioned should be conferred upon the Company:

And whereas it is expedient that the period limited by the London Sea Water Supply Act 1896 (in this Act called "the Act of 1896") for the purchase of lands required for the purposes of that Act should be revived and extended:

And whereas it is expedient that the Company should have power to raise for the purposes of the Act of 1896 and of this Act and for the general purposes of the Company additional capital and to pay out of the capital or any of the funds of the Company from time to time during construction interest or dividends on any shares or stock of the Company:

And whereas plans and sections of the works by this Act authorised showing the lines and levels thereof and the lands which may be taken compulsorily for the purposes of this Act and also books 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 clerk of the peace for the county of London and those plans sections and books of reference are in this Act referred to as "the deposited plans sections and books of reference":

And whereas the objects of this Act cannot be effected 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

A.D. 1900.

Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited for all purposes as the London Sea Water Supply Act 1900.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 and the Lands Clauses Acts are (except where expressly varied by this Act) incorporated with and form part of this Act and subject to the provisions of this Act clauses two to thirteen sixteen to thirty-four forty-eight to sixty-seven and eighty-five to ninety-four of the Waterworks Clauses Act 1847 and clauses three to ten and thirteen to twenty-one of the Waterworks Clauses Act 1863 shall be incorporated with this Act and shall be interpreted and applied wherever applicable as if the words "sea water" had been used in those Acts instead of the word "water."

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction The expression "the Company" means the Company incorporated by this Act the expression "the works" or "the waterworks" or "the undertaking" means the waterworks and the undertaking by this Act authorised to be made the expression "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the clerks of the sanitary authorities appointed by section 99 of the Public Health (London) Act 1891 for the execution of that Act the expression "the limits" means the limits of this Act as herein-after defined and the expression "water" means sea water.

Limits of Act.

4. The limits of this Act and of the Act of 1896 for the supply of sea water shall be deemed to extend to and include the parishes of Hammersmith and Fulham in the county of London.

Power to make works and take lands.

5. Subject to the provisions of this Act the Company may make and maintain in and according to the lines and levels shown on the deposited plans and sections the conduits and lines of pipes and other works and conveniences following or some of them :—

A conduit or work (No. 17) commencing in the parish of St. Mary Abbotts Kensington in the county of London by a junction with the Conduit or Work No. 13 authorised by the Act of 1896 in Holland Park Avenue at a point opposite

the southern end of Addison Road North passing along Uxbridge Road in the parish of Hammersmith in the county of London and terminating at a point opposite the northern end of Askew Road in Uxbridge Road aforesaid in the same parish :

A conduit or work (No. 18) commencing by a junction with the said Conduit or Work No. 17 at a point in Uxbridge Road aforesaid opposite the north-west end of Shepherd's Bush Green passing along the western side of that green Shepherd's Bush Road and Brook Green all in the said parish of Hammersmith crossing Hammersmith Road passing along Edith Road and Gliddon Road and terminating at the eastern corner of Colet Gardens in the parish of Fulham in the said county of London :

A conduit or work (No. 19) wholly in the said parish of Hammersmith commencing by a junction with Conduit No. 18 at a point at the south-west corner of Shepherd's Bush Green passing along Goldhawk Road and terminating in King Street West at a point opposite the southern end of that road :

A conduit or work (No. 20) wholly in the said parish of Hammersmith commencing by a junction with Conduit No. 19 in Goldhawk Road aforesaid at a point opposite the northern end of Paddenswick Road passing along that road and terminating at a point in King Street West opposite the southern end of that road :

A conduit or work (No. 21) wholly in the said parish of Hammersmith commencing by a junction with Conduit No. 19 in Goldhawk Road aforesaid at a point opposite the northern end of The Grove and terminating in King Street West at a point opposite the southern end of The Grove aforesaid :

Together with all necessary and convenient conduits stand pipes drains mains pipes gauges works and conveniences for distributing sea water and for the purposes of a private telegraph wire or wires and the Company may enter upon purchase take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose And the telegraph wires constructed under this Act shall be subject to the same restriction as that contained in section 6 of the Act of 1896.

Works to form part of undertaking of Company.

6. The works herein-before referred to shall for all purposes be deemed part of the undertaking of the Company and as if the same had been included in and authorised by the Act of 1896 and

A.D. 1900.

the Company shall and may have and exercise in respect of such works all the powers and provisions contained in the Act of 1896 in favour of the Company.

Acts to confer no monopoly.

7. The provisions of section 16 of the Act of 1896 providing that the Company shall not be deemed to have any exclusive privilege of supplying sea water in London and that the Company shall not oppose any Bill introduced into Parliament for empowering the London County Council the Corporation of the City of London or other local authority to purchase the undertaking of the Company except as therein mentioned shall apply to the works authorised by this Act and have effect as if such works had been authorised by the Act of 1896.

General powers as to works in London.

8. The powers of this Act in so far as they relate to the administrative county of London shall only be exercised in accordance with the provisions contained in sections 14 and 19 of the Act of 1896.

For protection of vestries of Hammersmith and Fulham.

9. The provisions contained in section 15 of the Act of 1896 for the protection of the vestries of any parish in London and sub-section 7 of section 21 of that Act for the protection of the vestry of the parish of St. George's Hanover Square shall be deemed to extend to the vestries of the parishes of Hammersmith and Fulham in the county of London in respect of the works authorised by this Act and in addition thereto the following provisions shall have effect :—

(1) Whenever the Company shall have opened or broken up the surface of any road or pavement within the said parishes for any purpose the Company in addition to observing and complying with all the statutory requirements imposed upon them in reference thereto shall immediately upon the completion by them of the work on account of which such surface shall have been so opened or broken up forthwith in a proper and workmanlike manner fill in the trench or hole thereby caused and relay the surface of such road or pavement with proper and sufficient hard material and ram or lay the same as the case may require to a proper surface in such manner as shall make good and maintain the said road or pavement in good and substantial condition temporarily until the vestry of the parish of Hammersmith or of the parish of Fulham as the case may be (herein-after referred to as "the vestry") shall have permanently repaired it and also shall clear away all rubbish occasioned by such work and to the satisfaction in all things of the vestry or their surveyor Immediately upon the completion by the Company of such work the Company shall send

or deliver to the vestry at their office for the time being a voucher specifying particularly the area of the surface disturbed and how and with what material the pavement or surface or soil so broken up or opened has been filled up and made good:

(2) The Company shall on demand repay to the vestry the amount reasonably expended by the vestry for the cost of materials and labour used and employed by the vestry in permanently making good all such work as aforesaid the price of such materials and labour being determined between the parties hereto from time to time:

(3) If within three clear working days after the receipt by the vestry of any such voucher as aforesaid any accident due to the opening of the road or footpath by the Company shall be caused to any person or persons or to any vehicle or to any horses cattle or other animal or otherwise howsoever whereby a claim shall be made against the vestry the Company shall indemnify the vestry against such damages costs and other expenses which the vestry shall reasonably pay in respect of such claim and shall repay the amount thereof to the vestry on demand provided that no such payment shall be made by the vestry without reasonable notice in writing to the Company:

(4) Before commencing any work whatsoever involving interference with the surface of any street road or footpath in the said parishes respectively the Company shall deposit in a bank to be agreed upon in the joint names of the Company and the vestry a sum equal to the reasonably estimated expense of permanently restoring the same:

(5) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled by an engineer to be agreed upon or failing agreement by an arbitrator to be appointed by the President of the Institution of Civil Engineers.

For protection of vestry of St. Mary Abbotts Kensington.

10. The provisions of section 26 of the Act of 1896 for the protection of the vestry of St. Mary Abbotts Kensington shall apply to the works in that parish authorised by this Act and have effect as if such works had been authorised by the Act of 1896.

For protection of Metropolitan and London and South Western Railway Companies.

11. The provisions of section 43 of the Act of 1896 for the protection of the Metropolitan Railway Company and of section 41 of the same Act for the protection of the London and South Western Railway Company shall apply to the works authorised by

A.D. 1900.

this Act and have effect as if such works had been authorised by the Act of 1896.

For protection of Metropolitan District Railway Company.

12. The provisions of section 44 of the Act of 1896 for the protection of the Metropolitan District Railway Company shall apply to the works authorised by this Act and have effect as if such works had been authorised by the Act of 1896.

For protection of Great Western and Metropolitan Railway Companies.

13. For the protection of the Great Western Railway Company and the Metropolitan Railway Company (herein-after referred to as "the two companies") the following provisions shall apply:—

(*a*) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of the Conduit No. 17 and the Conduit No. 19 by this Act authorised or any other works in the exercise of the powers contained in this Act under or adjoining and in any way affecting the Hammersmith and City Railway of the two companies or any lands and property now or hereafter belonging to or used or occupied by them or the bridges carrying the said railway over Uxbridge Road and Goldhawk Road respectively or any other works of the two companies the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineers of the two companies respectively and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by them in writing:

(*b*) All such work shall be done by and at the expense of the Company who shall also restore and make good to the reasonable satisfaction of the said engineers the roads under the said bridges respectively:

(*c*) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railway bridges works lands or property and so as to cause no interruption to the passage or conduct of traffic over the said railway or at any station thereon:

(*d*) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and matters aforesaid or the bursting leakage or failure of the said conduits or works in under or near to the said bridges respectively of the two companies the Company shall make full compensation to the two companies in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided:

A.D. 1900.

(*e*) Except as in this section otherwise provided any disputes or difference which may arise between the two companies and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of the two companies and the Company or either of them.

For protection of Great Western and London and North Western Railway Companies.

14. For the protection of the Great Western Railway Company and the London and North Western Railway Company (herein-after referred to as "the joint companies") the following provisions shall apply:—

(*a*) In laying down altering improving enlarging extending maintaining or renewing or in executing or effecting the repairs or renewals of the Conduit No. 17 by this Act authorised or any other works in the exercise of the powers contained in this Act upon across over under or adjoining and in any way affecting the West London Railway of the joint companies or lands and property now or hereafter belonging to or used or occupied by them or the bridge carrying Uxbridge Road over the said West London Railway or the approaches or other works over the said railway the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineers of the joint companies respectively and only according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by them in writing:

(*b*) All such works shall be done by and at the expense of the Company who shall also restore and make good to the reasonable satisfaction of the said engineers the road over the said bridge or over the approaches to such bridge so far as the same may be disturbed or interfered with by or owing to any operations of the Company:

(*c*) All such works and operations and all matters incidental thereto shall be constructed executed and done so as to cause as little injury as may be to such railway bridge approaches works lands or property and so as to cause no interruption to the passage or conduct of the traffic over such railway or at to or from any station thereon:

(*d*) If any injury or interruption as aforesaid shall arise from or in any way be owing to any of the acts works operations and

A.D. 1900.

matters aforesaid or the bursting leakage or failure of the said conduit or works in or near to the said railway bridge land works or property of the joint companies the Company shall make compensation to the joint companies in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner herein-after provided:

(*e*) The Company shall acquire only such an easement across over or under the said railway works or property of the joint companies as may be necessary for constructing or maintaining the said conduit and works of the Company and shall pay to the joint companies for any such easement to be acquired by them such sum annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof and also for the purposes of such arbitration:

(*f*) If the joint companies at any time or times hereafter require of which they shall be the sole judges to construct any additional or other works upon their lands or railway or to alter or repair their railway bridge or works upon across or over which any of the works of the Company may have been constructed or laid the joint companies may on giving to the Company fourteen days' notice in writing under the hand of their secretary for the time being and in case of emergency of which their engineers shall be the sole judges without notice divert support or carry the said works of the Company across over or under their lands railway bridge or works at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works:

(*g*) Except as in this section otherwise provided any dispute or difference which may arise between the joint companies and the Company with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be agreed upon or failing agreement to be appointed by the Board of Trade on the application of the joint companies and the Company or either of them.

A.D. 1900.

For protection of North Metropolitan Tramways Company

15. The following provisions for the protection of the North Metropolitan Tramways Company (in this section called "the tramways company") shall be observed and carried into effect (that is to say):—

(1) The Company shall from time to time be responsible for and make good to the tramways company all costs losses damages and expenses from time to time occasioned to that company or any of their works or property from the obstruction of the traffic on any tramways for the time being belonging to or leased to the tramways company (in this section called "the tramways") and from any damage to the works motors carriages and horses of the tramways company arising in the execution or from the failure of any of the works by this Act authorised or from any act of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the tramways company from all claims and demands upon or against them by reason of any such execution or failure or of any such act:

(2) If by reason of any works or proceedings of the Company there shall be any obstruction of or interference with the tramways or of any works connected therewith so as to prevent the passage of motors carriages and horses along the same either as now laid down or as lawfully diverted the Company shall pay to the tramways company by way of ascertained damages the sum of sixty pounds for every day and proportionately at the same rate for any part of a day during which that obstruction or interference continues:

(3) Before the commencement of any works in or under any street along which the tramways are laid the Company shall deposit in the joint names of the respective chairman of the Company and of the tramways company such a sum as may be agreed upon for the purpose of answering the damages mentioned in sub-sections 1 and 2 of this section and in the event of difference as to the amount so to be deposited the same shall be determined by arbitration as herein-after provided and the said sum shall be repaid to the Company on the completion and opening for traffic of the said works:

(4) If and as often as the Company take up or remove or interfere with any part of any street or road which the tramways company are liable to maintain or repair or in which any of the tramways are laid the Company shall with all convenient speed at their own cost restore and make good such

A.D. 1900.

parts of streets or roads so taken up removed or interfered with and any tramway or tramways laid down therein to as good a condition as that in which they were before the works of the Company were commenced and shall from time to time remove and clear away all paving or metalling and other material rendered superfluous by their works or operations Provided that if the Company shall fail from time to time within fourteen days from the receipt of notice in writing from the tramways company under the hand of their secretary to comply with the foregoing obligations it shall be lawful for the tramways company themselves to execute all works necessary therefor and to recover all costs charges and expenses they may incur or sustain in connexion therewith against the Company in any court of competent jurisdiction:

(5) If any difference or dispute shall arise between the Company and the tramways company or their respective engineers concerning any of the matters herein-before referred to the same shall be settled by an arbitrator to be agreed upon or failing such agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party.

For protection of water companies.

16. The provisions of section 45 of the Act of 1896 for the protection of water companies who may have any pipe or conduit or underground work within the limits of this Act shall apply to the works authorised by this Act and have effect as if such works had been authorised by the Act of 1896 And for the purposes of this Act and of the Act of 1896 the London Hydraulic Power Company shall be deemed to be a water company incorporated by Act of Parliament.

General provisions for protection of East London and Grand Junction Waterworks Companies.

17. For the protection of the East London Waterworks Company and the Grand Junction Waterworks Company in lieu of the provisions contained in the section of this Act the marginal note of which is "For protection of water companies" the following provisions shall have effect (that is to say):—

(1) Before commencing any works by this Act authorised in or under any street or place in or under which any mains pipes plugs or other works (herein-after called "apparatus") of the East London Waterworks Company and of the Grand Junction Waterworks Company or either of them (herein-after referred to as "the protected company") are situate the Company shall from time to time deliver to the protected company plans and sections and a description of the works so proposed to be

A.D. 1900.

executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the protected company at least fourteen days before the commencement of any such work;

If it should appear to the protected company that any such works will interfere with or endanger any of their apparatus or impede the supply of water the protected company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the protected company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company And if the protected company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the protected company may by their own engineer or workmen do and execute such works so far as they directly interfere with or affect the apparatus of the protected company and the Company shall on the completion thereof pay to the protected company the reasonable expenses incurred by them in the execution thereof:

(2) In the event of such plans sections and descriptions so delivered to the protected company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith:

(3) The protected company may if they reasonably deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the protected company will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the protected company:

(4) If any interruption in the supply of water by the protected company shall without their written authority be in any way occasioned by the Company or by the act or acts of any of

A.D. 1900.

their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the protected company for the use and benefit of the protected company a sum not exceeding ten pounds for every hour during which such interruption shall continue :

(5) The expense of all repairs or renewals of any apparatus of the protected company or any works in connexion therewith which may at any time hereafter be rendered reasonably necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or reasonably rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the works or at any time thereafter shall be borne and paid by the Company :

(6) The conduits reservoirs pipes and other works of the Company shall not at any time hereafter be used for the storage conveyance or supply of fresh water :

(7) If any difference shall arise with respect to any matter under this section between the Company or their engineer on the one part and the protected company or their engineer on the other the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers and such arbitration and every such reference shall be treated as a reference under the Arbitration Act 1889.

For protection of National Telephone Company Limited.

18. The provisions of section 49 of the Act of 1896 for the protection of the National Telephone Company Limited shall apply to the works authorised by this Act and have effect as if such works had been authorised by the Act of 1896.

Extending time for purchase of lands.

19. The powers granted to the Company by the Act of 1896 with respect to the compulsory purchase of lands for the purposes of the works by that Act authorised shall subject to section 79 of that Act be and the same are hereby revived and extended and may be exercised until the 20th day of July 1903.

Limits of lateral and vertical deviation.

20. Wherever and so far as the line of any works shown upon the deposited plans passes along any road and no limits of lateral deviation are marked thereon the Company may in the construction of such works deviate laterally from the lines thereof as laid down on such plans to the extent of the boundaries of such roads and in

making any works shown on the deposited plans the Company may subject to the provisions of this Act deviate from the lines thereof within the limits of deviation shown on the deposited plans and may deviate from the levels shown on the deposited sections to any extent not exceeding ten feet but not further except with the consent of the owner of the lands in which the deviation is made but the Company shall not raise above the surface of the ground any part of the pipes except so far as is shown on the deposited sections.

Power to raise additional capital.

21. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole four hundred thousand pounds by the issue at their option of new ordinary shares or of stock or wholly or partially by any one of those means respectively but the Company shall not issue any share of less nominal value than ten pounds nor shall any 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 shall have been paid in respect thereof.

New shares or stock to be subject to same incidents as other shares or stock.

22. The capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital.

New shares or stock to form part of capital of Company.

23. The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

24. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

New and existing shares or stock may be of same class.

25. Subject to the provisions of the Act of 1896 and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by the Act of 1896 and this Act respectively authorised to raise by the creation and issue of new shares or stock.

A.D. 1900.

Power to borrow.

26. The Company may from time to time in respect of the additional capital of four hundred thousand pounds which they are by this Act authorised to raise borrow on mortgage or by the issue of debenture stock any moneys not exceeding in the whole one hundred thousand pounds but no part thereof shall be borrowed until the whole of the additional capital of four hundred thousand pounds authorised by this Act is issued and accepted and one half thereof is paid up and the Company 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 the whole of such capital has been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid that such shares or stock as the case may be were issued and accepted bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or 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.

Application of moneys.

27. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied for the purposes of the Act of 1896 and of this Act only.

Period for compulsory purchase of lands.

28. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

29. If the waterworks authorised by this Act and shown on the deposited plans are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Power to take easements &c. by agreement.

30. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions

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

Power to pay interest out of capital during construction.

31. Notwithstanding anything in this Act or the Acts incorporated herewith the Company may out of any money by the Act of 1896 or this Act authorised to be raised pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any share or stock holder on the amount from time to time paid up on the shares or stock 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 works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

(*a*) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share or stock capital authorised by the Act of 1896 and this Act in respect of which such interest may be paid has been actually issued and accepted and is held by share or stock holders who or whose executors administrators or assigns are legally liable for the same:

(*b*) No such interest shall accrue in favour of any share or stock holder for any time during which any call on any of his shares or stock is in arrear:

(*c*) The aggregate amount to be so paid for interest shall not exceed fifty thousand pounds and the amount so paid shall not be deemed share or stock 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 fourth 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 or stock and in every certificate of shares or stock:

(*e*) The half-yearly 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 herein-before set forth no interest or dividend shall be paid out of any share stock or loan capital which the Company are

A.D. 1900.

by this or any other Act authorised to raise to any share or stock holder on the amount of the calls made in respect of the shares or stock held by him but nothing in this Act shall prevent the Company from paying to any share or stock holder 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.

Deposits for future Acts not to be paid out of capital.

32. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other work or undertaking.

Costs of Act.

33. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., ROSE STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.