CHAPTER xxxvi.

An Act for extending the limits of supply of the Mid Kent Water Company for sanctioning and confirming the construction of existing works for authorising the construction of new works and for conferring further powers upon that Company for conferring further powers upon the East Kent District Water Company and for authorising agreements between those Companies and the South Kent Water Company and for other purposes. [15th August 1913.]

A.D. 1913.

WHEREAS by the Mid Kent Water Act 1898 (in this Act called "the Act of 1898") the Mid Kent Water Company (in this Act called "the Mid Kent Company") were incorporated for the purpose of making maintaining enlarging and continuing waterworks and supplying water within the limits of that Act and for carrying on the business of a waterworks company and for other the purposes of that Act:

And whereas by the Act of 1898 the capital of the Mid Kent Company was declared to be one hundred and twenty thousand pounds whereof thirty-three thousand pounds is in that Act called "the original capital" and eighty-seven thousand pounds is in that Act called "the additional capital" and the Mid Kent Company were empowered to borrow in respect of the original capital of thirty-three thousand pounds any sums not exceeding eight thousand pounds and in respect of the additional capital any moneys not exceeding in the whole one-fourth part of the amount of the additional capital by that Act authorised:

And whereas by the Mid Kent Water Act 1900 (in this Act referred to as "the Act of 1900") the limits for the supply

A.D. 1913.

of water by the Mid Kent Company were extended so as to include the parishes mentioned in section 4 of the last-mentioned Act and the Mid Kent Company were authorised to construct additional waterworks and to raise additional capital to the amount of forty thousand pounds:

And whereas by the Mid Kent Water Orders 1901 1902 and 1903 (in this Act respectively referred to as "the Order of 1901" "the Order of 1902" and "the Order of 1903") the limits for the supply of water by the Mid Kent Company were further extended:

And whereas by the Mid Kent Water Orders 1906 and 1907 (in this Act respectively referred to as "the Order of 1906" and "the Order of 1907") the limits for the supply of water by the Mid Kent Company were further extended and the Mid Kent Company were authorised to raise additional capital to the amounts of forty thousand pounds and twenty thousand pounds respectively:

And whereas the total amount of capital which the Mid Kent Company by the said Acts and Orders are authorised to raise is two hundred and twenty thousand pounds and the Company are authorised to borrow sums amounting in the aggregate to fifty-four thousand seven hundred and fifty pounds:

And whereas in exercise of the powers conferred by the said Acts and Orders the Mid Kent Company have created and issued capital to the nominal amount of two hundred and thirteen thousand four hundred pounds which including the premiums obtained on the sale thereof has produced two hundred and nineteen thousand nine hundred and ninety-six pounds ten shillings and ninepence by the issue of the following stock (namely):—

Eighteen thousand pounds original ordinary stock entitled to a maximum dividend at the rate of ten pounds per centum per annum;

Fifteen thousand pounds original preference stock entitled to a maximum dividend at the rate of five pounds per centum per annum;

One hundred and ten thousand two hundred and forty pounds ordinary stock entitled to a maximum dividend at the rate of seven pounds per centum per annum; and

Seventy thousand one hundred and sixty pounds preference stock entitled to a maximum dividend at the rate of four pounds per centum per annum:

And whereas the Mid Kent Company have borrowed by the issue of debenture stock entitled to interest at the rate of five per centum per annum the sum of eight thousand pounds and by the issue of such stock entitled to interest at the rate of four per centum per annum the sum of forty-four thousand pounds:

And whereas by the East Kent District Water Act 1889 (in this Act called "the East Kent Act of 1889") the East Kent District Water Company (in this Act called "the East Kent Company") were incorporated for the purpose of making maintaining enlarging and continuing waterworks and supplying water within the limits of that Act and for carrying on the business of a waterworks company and for other the purposes of that Act:

And whereas by the Act of 1889 the capital of the East Kent Company was declared to be forty thousand pounds:

And whereas by the East Kent District Water Order 1910 (in this Act called "the East Kent Order of 1910") the limits for the supply of water by the East Kent Company were extended and the East Kent Company were authorised to raise additional capital to the amount of twenty thousand pounds:

And whereas under the East Kent Act of 1889 and the East Kent Order of 1910 the East Kent Company are authorised to borrow sums amounting in the aggregate to fifteen thousand pounds:

And whereas in exercise of the powers conferred by the said Act and Order the East Kent Company have created and issued capital to the nominal amount of fifty thousand pounds which including the premiums obtained on the sale thereof has produced fifty thousand nine hundred and ninety-seven pounds thirteen shillings and ninepence by the issue of the following stock (namely):—

Forty thousand pounds original ordinary stock entitled to a maximum dividend at the rate of ten per centum per annum;

Ten thousand pounds ordinary stock entitled to a maximum dividend at the rate of seven per centum per annum:

A.D. 1913.

And whereas the East Kent Company have borrowed by the issue of debenture stock entitled to interest at the rate of four per centum per annum the sum of ten thousand pounds:

And whereas it is expedient that the limits of supply of water of the Mid Kent Company should be extended so as to include the parishes in this Act mentioned:

And whereas the demand for water within the existing limits of supply of the Mid Kent Company has increased and is still increasing and for the better and more effectually enabling the Mid Kent Company to meet such increasing demand and to supply in the extended limits it is expedient that the Mid Kent Company should be empowered to make and maintain the new waterworks and to acquire the lands hereinafter respectively described and that the Mid Kent Company should be empowered to raise additional capital for the purposes of this Act and the general purposes of their undertaking and to apply their funds to those purposes and that further powers should be conferred upon the Mid Kent Company as provided by this Act:

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

And whereas the demand for water within the limits of supply of the East Kent Company has increased and is still increasing and the East Kent Company's existing sources of supply may be endangered by the establishment of colliery undertakings and the sinking of pit shafts within those limits:

And whereas certain of the new works by this Act authorised and the supply of water to be obtained thereby could be made available for the use of the inhabitants of certain places within the limits of supply of the East Kent Company as defined by the East Kent Act of 1889 and the East Kent Order of 1910 as well as for the inhabitants of places within the limits of supply of the Mid Kent Company as defined by the Acts and Orders

of the Mid Kent Company hereinbefore referred to and as extended by this Act and it is expedient that provision should be made as contained in this Act for the joint construction ownership and user of the said works by the Mid Kent Company and the East Kent Company and that the East Kent Company should be authorised to raise additional capital for the purposes of this Act and for the general purposes of their undertaking and to apply their funds to those purposes and that further powers should be conferred upon the East Kent Company as provided by this Act:

And whereas the Mid Kent Company upon certain lands acquired by them under the powers of the said recited Acts and Orders and with a view to meeting the increased demand for water within the existing limits of supply constructed certain pumping stations and certain service reservoirs conduits and other works ancillary thereto hereinafter described and it is expedient that the construction of such pumping stations service reservoirs conduits and other works and the acquisition by the Mid Kent Company of lands and easements for the same and for the purposes of their undertaking be sanctioned and confirmed:

And whereas by the South Kent Water Act 1889 (in this Act called "the South Kent Act of 1889") the South Kent Water Company (in this Act called "the South Kent Company") were incorporated for the purpose of making maintaining enlarging and continuing waterworks and supplying water within the limits of that Act and for carrying on the business of a waterworks company and for other the purposes of that Act:

And whereas by the South Kent Water Order 1910 (in this Act called "the South Kent Order of 1910") the South Kent Company were authorised to raise additional capital:

And whereas it is expedient to authorise the Mid Kent Company the East Kent Company and the South Kent Company or any two or more of them to enter into and carry into effect agreements as provided by this Act:

And whereas it is expedient that the Mid Kent Company should be empowered to purchase and that the Hollingbourne Rural District Council should be empowered to sell the waterworks undertaking of that council situate in the parish of Ulcomb in the county of Kent:

And whereas by the Dover Corporation Act 1912 the mayor aldermen and burgesses of the borough of Dover (in this Act

A.D. 1913.

referred to as "the Dover Corporation") were empowered to enter into agreements with the East Kent Company so that the consumers of water in the portion of the said borough which is within the statutory area of supply of the East Kent Company should be charged the same water rates as the consumers of water supplied by the Dover Corporation in the remainder of the said borough and it is expedient that a corresponding power to enter into such agreements should be conferred upon the East Kent Company as provided by this Act:

And whereas the objects aforesaid 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 (that is to say):—

Short and collective titles.

1. This Act may be cited as the Mid Kent and East Kent District Water Act 1913 and the Acts of 1898 and 1900 and the Orders of 1901 1902 1903 1906 and 1907 and so much of this Act as relates to the Mid Kent Company or their undertaking may be cited together and are in this Act referred to as "the Mid Kent Water Acts 1898 to 1913" and each of those Acts or Orders is hereinafter referred to separately as the Act or Order of the year in which the same or the Act confirming the same as the case may be was passed.

Incorporation of general Acts.

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

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

(2) The Lands Clauses Acts:

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

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

The consolidation of the shares into stock;

The general meetings of the Company (excepting section 66) and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices;

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts:

(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 in the application of those provisions to this Act the term "railway" shall mean the pumping stations the adits the service reservoirs and so much of the conduits or lines of pipes by this Act authorised as will not be constructed in a highway and the expression "centre of the railway" shall mean respectively the outside of the pumping stations the boundaries of the service reservoirs and the centre lines of the adits and of so much of the conduits or lines of pipes as aforesaid.

Interpretation.

3. Unless there be something in the subject or context repugnant to such construction 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 And—

The expression "the Mid Kent Company" means the Mid Kent Water Company;

A.D. 1913.

The expression "the East Kent Company" means the East Kent District Water Company;

The expression "the South Kent Company" means the South Kent Water Company;

The expression "the Two Companies" means the Mid Kent Company and the East Kent Company;

The expression "the existing limits of supply" means the limits for the supply of water by the Mid Kent Company as defined by the Act of 1898 and extended by the Act of 1900 and the Orders of 1901 1902 1903 1906 and 1907;

The expression "the new limits of supply" means the new limits for the supply of water by the Mid Kent Company authorised by this Act;

The expression "the limits of supply" means the existing limits of supply and the new limits of supply;

The expression "the undertaking" means the undertaking of the Mid Kent Company authorised by the Mid Kent Water Acts 1898 to 1913;

The expression "the existing works" means the existing works of the Mid Kent Company described in the section of this Act the marginal note whereof is "Confirming construction of existing works of Mid Kent Company";

The expression "the new works" means the new works described in the section of this Act the marginal note whereof is "Power to Mid Kent Company to make new works."

CONFIRMATION OF CONSTRUCTION OF EXISTING WORKS—EXTENSION OF LIMITS OF SUPPLY—CONSTRUCTION OF NEW WORKS—SUPPLY OF WATER.

Confirming construction of existing works of Mid Kent Company.

4. The construction by the Mid Kent Company of the existing works next hereinafter described together with all incidental and ancillary pipes filters works and apparatus is hereby sanctioned and confirmed and the Mid Kent Company may maintain and from time to time alter improve enlarge extend renew reconstruct or discontinue all or any of the same and may retain hold and use as part of and for the purposes of the undertaking all or any of the lands or any interest in the lands in this section described which have been already acquired

by the Mid Kent Company for the purposes of or in connection with the undertaking or the said works or any of them and the expenditure of capital by the Mid Kent Company for the purposes of the said works and in the acquisition of the said lands and interests is hereby sanctioned and confirmed:

Provided that such lands shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section.

The existing works and lands hereinbefore referred to are situate wholly in the county of Kent and are—

Work No. 1 A service reservoir situate wholly in the parish and urban district of Wrotham (known and in this Act referred to as "the Exedown Reservoir") constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 27 on the $\frac{1}{2500}$ Ordnance map (second edition 1896) of the said parish and urban district:

Work No. 2 A conduit or line or lines of pipes situate wholly in the parish and urban district of Wrotham commencing by a junction with the Mid Kent Company's existing conduit or line or lines of pipes (Work No. 4) hereinafter described at or near the point where the road between Wrotham and Offham crosses the eastern boundary of the parish and urban district of Wrotham and terminating in the Exedown Reservoir (Work No. 1) hereinbefore described:

Work No. 3 A conduit or line or lines of pipes commencing in the Halling Pumping Station (Work No. 9) hereinafter described passing thence through and into the parish of Halling in the rural district of Strood the parishes of Snodland Birling Ryarsh Addington and Trottiscliffe in the rural district of Malling the parish and urban district of Wrotham and the parishes of Leybourne (detached) and Mereworth in the rural district of Malling and terminating in the Mereworth Beech Reservoir (Work No. 5) hereinafter described:

Work No. 4 A conduit or line or lines of pipes commencing in the Halling Pumping Station (Work No. 9) hereinafter described passing thence through and into

A.D. 1913.

the parish of Halling in the rural district of Strood the parishes of Snodland Birling Ryarsh Addington and Offham in the rural district of Malling the parish and urban district of Wrotham the parish of Leybourne (detached) and the parish of Mereworth in the rural district of Malling and terminating in the Mereworth Beech Reservoir (Work No. 5) hereinafter described:

Work No. 5 A covered service reservoir situate wholly in the parish of Mereworth in the rural district of Malling (known and in this Act referred to as "the Mereworth Beech Reservoir") constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 130 on the $\frac{1}{2500}$ Ordnance map (second edition 1896) of the said parish of Mereworth:

Work No. 6 A covered service reservoir situate wholly in the parish of Halling in the rural district of Strood (known and in this Act referred to as "the Chapel Lane Reservoir") constructed in and upon land belonging or reputed to belong to the Mid Kent Company and being the enclosure numbered 57 on the $\frac{1}{2500}$ Ordnance map (edition of 1908) of the said parish of Halling:

Work No. 7 A conduit or line or lines of pipes situate wholly in the parish of Halling in the rural district of Strood commencing by a junction with the Mid Kent Company's existing conduit or line or lines of pipes leading from the Halling Pumping Station (Work No. 9) hereinafter described to the existing authorised reservoir of the Mid Kent Company at Dean Hill at or near a point on the cross roads adjoining Chapel Houses immediately south of the village of Upper Halling and terminating in the Chapel Lane Reservoir (Work No. 6) hereinbefore described:

Work No. 8 A conduit or line or lines of pipes situate wholly in the parish of Halling in the rural district of Strood commencing in the Halling Pumping Station (Work No. 9) hereinafter described and terminating by a junction with the Mid Kent Company's existing conduit or line or lines of pipes leading from the said Halling Pumping Station (Work No. 9) to the existing authorised reservoir of the Mid Kent Company at Fox Hill at or

near the point where the road to the Foxhill Reservoir joins the road from Halling to Upper Halling:

Work No. 9 A pumping station together with wells bores adits headings and other works and conveniences (known and in this Act referred to as "the Halling Pumping Station") situate wholly in the parish of Halling in the rural district of Strood constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming the enclosures numbered 35 on the $\frac{1}{2500}$ Ordnance map (edition of 1908) and 150 and 151 on the $\frac{1}{2500}$ Ordnance map (edition of 1909) of the said parish of Halling:

Work No. 10 A pumping station together with wells bores adits headings and other works and conveniences (known and in this Act referred to as "the Sutton Valence Pumping Station" and formerly the property of the Hollingbourne Rural District Council) situate wholly in the parish of Sutton Valence in the rural district of Hollingbourne constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 121A on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Sutton Valence:

Work No. 11 A covered service reservoir and water tower (known and in this Act referred to as "the Sutton Valence Reservoir" and formerly the property of the Hollingbourne Rural District Council) situate wholly in the parish of Sutton Valence in the rural district of Hollingbourne constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 121A on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Sutton Valence:

Work No. 12 A conduit or line or lines of pipes commencing in the Charing Pumping Station (Work No. 16) hereinafter described passing thence through and into the parish of Charing in the rural district of West Ashford the parishes of Lenham Boughton Malherbe Harrietsham and Ulcomb in the rural district of Hollingbourne and terminating in the enclosure whereon the intended Fairbourne Reservoir (Work No. 23) hereinafter described is to be constructed:

A.D. 1913.

Work No. 13 A spring and covered service reservoir (known and in this Act referred to as "the Pluckley Spring" and "Pluckley Reservoir") together with other works and conveniences situate wholly in the parish of Pluckley in the rural district of West Ashford constructed in and upon land forming part of the enclosures numbered 249 and 251 on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Pluckley:

Work No. 14 A conduit or line or lines of pipes situate wholly in the parish of Pluckley in the rural district of West Ashford commencing by a junction with the Mid Kent Company's existing conduit or line or lines of pipes leading from Pluckley to Pluckley Station at a point near Rose Cottage adjoining the junction of the roads from Pluckley to Pluckley Station and from Pluckley to Ashford and terminating in the Pluckley Reservoir (Work No. 13) hereinbefore described:

Work No. 15 A service reservoir situate wholly in the parish of Lenham in the rural district of Hollingbourne (known and in this Act referred to as "the Warren Street Reservoir") constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 778 on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Lenham:

Work No. 16 A pumping station together with wells bores and other works and conveniences (known and in this Act referred to as "the Charing Pumping Station") situate wholly in the parish of Charing in the rural district of West Ashford constructed in and upon land belonging or reputed to belong to the Mid Kent Company and forming part of the enclosure numbered 469 on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Charing:

Work No. 17 A conduit or line or lines of pipes situate wholly in the parish of Charing in the rural district of West Ashford commencing in the Charing Pumping Station (Work No. 16) hereinbefore described and terminating in the Mid Kent Company's existing authorised reservoir at Charing Hill:

Work No. 18 A conduit or line or lines of pipes commencing in the Mid Kent Company's existing authorised

pumping station at Charing Hill passing thence through and into the parish of Charing in the rural district of West Ashford the parish of Stalisfield in the rural district of Faversham and the parish of Lenham in the rural district of Hollingbourne and terminating in the Warren Street Reservoir (Work No. 15) hereinbefore described.

Construction of mains by Mid Kent Company sanctioned.

5. Subject to the provisions of this Act the Mid Kent Company may maintain use renew alter extend and repair any mains pipes and other works for the distribution of water already laid down by them in the parish of Norton in the rural district of Faversham and in the parish and urban district of Ashford in the county of Kent and the construction of the said works and the expenditure of capital thereon is hereby sanctioned and confirmed.

Extension of limits of supply of Mid Kent Company.

6. Subject to the provisions of this Act the Mid Kent Company shall have and may exercise within the following new limits of supply (namely):—

The parishes and places of Elmsted and Stelling Minnis in the rural district of Elham the parishes and places of Brook Chilham Warehorne Orlestone Ruckinge Bilsington Bonnington and Aldington in the rural district of East Ashford the parishes and places of Eastling and Norton in the rural district of Faversham and the parish and place of Petham in the rural district of Bridge all in the county of Kent (in this Act referred to as "the new limits of supply")

for and in relation to the supply of water all the like powers privileges and authorities and be subject to all and the like duties and obligations in respect thereof as they now have and are subject to within the existing limits of supply and from and after the passing of this Act the limits of the Act of 1898 as extended by the Act of 1900 and by the Orders of 1901 1902 1903 1906 and 1907 shall be deemed to include the new limits of supply.

Power to local authority to supply if Mid Kent Company fail to supply.

7. If at any time after the expiration of five years from the passing of this Act the Mid Kent Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of the Mid Kent Water Acts

A.D. 1913.

1898 to 1913 in any area included within the new limits of supply the local authority of the district in which the area is comprised may provide a supply in the area 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 area as if in either case this Act has not passed.

If any difference shall arise between the Mid Kent 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 such difference shall be settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

Power to Mid Kent Company to make new works.

8. Subject to the provisions of this Act the Mid Kent Company may in the lines and according to the levels shown on the deposited plans and sections make and maintain the new works hereinafter described wholly in the county of Kent and the Mid Kent Company may also enter upon take use and hold such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes and may hold retain and use any of the said lands already acquired by them or on their behalf as part of and for the purposes of the undertaking and the expenditure of any capital already incurred for the purposes of any of the said works or lands is hereby sanctioned and confirmed:

Provided that any lands which may have been already acquired by the Mid Kent Company or on their behalf as aforesaid shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section.

The new works hereinbefore referred to are—

Work No. 19 A conduit or line or lines of pipes to be situate wholly in the parish of Burham in the rural district of Malling commencing by a junction with the existing main of the Mid Kent Company leading from Wouldham to Burham at a point on the road between those places opposite or close to Saint Mary's Church and terminating in the Burham Pumping Station (Work No. 20) hereinafter described:

Work No. 20 An auxiliary pumping station together with other works and conveniences (to be called and in this

Act referred to as "the Burham Pumping Station") to be situate wholly in the parish of Burham in the rural district of Malling in or upon land forming part of the enclosure numbered 46 on the $\frac{1}{2500}$ Ordnance map (edition of 1908) of the said parish of Burham:

Work No. 21 A conduit or line or lines of pipes to be situate wholly in the parish of Burham in the rural district of Malling commencing in the Burham Pumping Station (Work No. 20) hereinbefore described and terminating in the Bluebell Hill Reservoir (Work No. 22) hereinafter described:

Work No. 22 An elevated service reservoir (to be called and in this Act referred to as "the Bluebell Hill Reservoir") to be situate wholly in the parish of Burham in the rural district of Malling in or upon land forming part of the enclosure numbered 85 on the $\frac{1}{2500}$ Ordnance map (edition of 1908) of the said parish of Burham and in the south-western portion thereof:

Work No. 23 A service reservoir (to be called and in this Act referred to as "the Fairbourne Reservoir") to be situate wholly in the parish of Harrietsham in the rural district of Hollingbourne in or upon land forming part of the enclosure numbered 338 on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Harrietsham:

Work No. 24 A pumping station together with a well or wells bores and other works and conveniences to be situate wholly in the parish of Charing in the rural district of West Ashford in or upon land forming part of the enclosure numbered 469 on the $\frac{1}{2500}$ Ordnance map (second edition 1897) of the said parish of Charing and to adjoin the west side of the Charing Pumping Station (Work No. 16) hereinbefore described:

Work No. 25 A conduit or line or lines of pipes to be situate wholly in the parish of Charing in the rural district of West Ashford commencing in the Charing Pumping Station (Work No. 16) hereinbefore described and terminating by a junction with the existing conduit or line or lines of pipes (Work No. 18) hereinbefore described at or near the point where the Pilgrims Road crosses the road from Charing to Canterbury:

A.D. 1913.

Work No. 26 A service reservoir (to be called and in this Act referred to as "the Hastingleigh Reservoir") to be situate wholly in the parish of Hastingleigh in the rural district of East Ashford in or upon land forming part of the enclosures numbered 63 and 64 on the $\frac{1}{2500}$ Ordnance map (third edition 1907) of the said parish of Hastingleigh:

Work No. 27 A conduit or line or lines of pipes commencing in the Hastingleigh Reservoir (Work No. 26) hereinbefore described passing thence through and into the parish of Hastingleigh in the rural district of East Ashford the parishes of Elmsted and Stelling in the rural district of Elham the parishes of Upper Hardres Kingstone (otherwise Kingston) and Barham in the rural district of Bridge and terminating in the intended Barham Pumping Station (Work No. 28) hereinafter described:

Work No. 28 A pumping station together with a well or wells bores adits headings and other works and conveniences (to be called and in this Act referred to as "the Barham Pumping Station") to be situate in the parish of Barham in the rural district of Bridge in or upon land forming part and near to the northern boundary of the enclosure numbered 160 on the $\frac{1}{2500}$ Ordnance map (second edition 1898) of the said parish of Barham:

Work No. 29 An adit to be situate in the parishes of Barham and Kingstone (otherwise Kingston) in the rural district of Bridge commencing at or out of the well or wells of the intended Barham Pumping Station (Work No. 28) hereinbefore described and terminating at or near the northern boundary of the enclosure numbered 112 on the $\frac{1}{2500}$ Ordnance map (second edition 1898) of the said parish of Kingstone:

Work No. 30 An adit to be situate in the parish of Barham in the rural district of Bridge commencing at or out of the well or wells of the intended Barham Pumping Station (Work No. 28) hereinbefore described and terminating at or near a point about one hundred and forty-seven yards measured in a south-westerly direction from the most northerly corner of the

enclosure numbered 126 on the $\frac{1}{2500}$ Ordnance map (second edition 1898) of the said parish of Kingstone:

Work No. 31 A conduit or line or lines of pipes commencing in the Barham Pumping Station (Work No. 28) hereinbefore described passing thence through and into the parishes of Barham and Kingstone (otherwise Kingston) in the rural district of Bridge the parish of Wootton in the rural district of Dover and terminating in the intended Wootton Reservoir (Work No. 32) hereinafter described:

Work No. 32 A service reservoir (to be called and in this Act referred to as "the Wootton Reservoir") to be situate wholly in the parish of Wootton in the rural district of Dover in or upon land forming part of the enclosure numbered 126 on the $\frac{1}{2500}$ Ordnance map (second edition 1898) of the said parish of Wootton:

Work No. 33 A conduit or line or lines of pipes to be situate wholly in the parish of Wootton in the rural district of Dover commencing in the Wootton Reservoir (Work No. 32) hereinbefore described and terminating at a point three hundred and seventeen yards or thereabouts measured in a south-westerly direction from the most northerly corner of the enclosure numbered 126 on the $\frac{1}{2500}$ Ordnance map (second edition 1898) of the said parish of Wootton:

Work No. 34 A conduit or line or lines of pipes commencing in the Wootton Reservoir (Work No. 32) hereinbefore described passing thence through and into the parishes of Wootton and Lydden in the rural district of Dover and terminating at or near the point where the road from Lydden to Coldred joins the Watling Street by a junction with the existing conduit or line or lines of pipes of the East Kent Company leading from Lydden to Coldred.

Works to form part of undertaking of Mid Kent Company.

9. Subject to the provisions of this Act all works thereby sanctioned confirmed or authorised and the lands thereby authorised to be held retained or acquired shall for all purposes whatsoever form part of and be comprised in the undertaking of the Mid Kent Company.

A.D. 1913.

Limits of deviation.

10. In the construction of the new works the Mid Kent 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 road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent Provided as follows (that is to say):—

The Mid Kent Company shall not except in the case of the Bluebell Hill Reservoir construct any embankment or wall of any reservoir of a greater height above the general surface of the ground than that shown on the deposited sections in respect of the corresponding embankment or wall and five feet in addition:

Except for the purposes of crossing over a stream or dyke no part of the pipes shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Power to take waters.

11. Subject to the provisions of this Act the Mid Kent Company may pump collect impound take use divert and appropriate for the purposes of the undertaking all streams springs and waters which will or may be intercepted by means of the works by this Act sanctioned confirmed or authorised.

Power to acquire easements only in certain cases.

12.—(1) The Mid Kent Company may in lieu of acquiring any lands for the purposes of the new works where the same are intended to be constructed underground acquire such easements only in such lands as they may require for such purposes and may give notice to treat in respect of such easements describing the nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the Mid Kent Company have acquired easements only under the provisions of this section the Mid Kent 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 subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not passed.

A.D. 1913.

(3) Provided always that nothing in this section contained shall authorise the Mid Kent Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Mid Kent Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

Owners may be required to sell parts only of certain lands and buildings.

13. And whereas in the construction of the new works or otherwise in the exercise by the Mid Kent Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Mid Kent Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Mid Kent Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Mid Kent Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Mid Kent Company such portion only without the Mid Kent Company being obliged or compellable to purchase the whole the Mid Kent Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Mid Kent Company allege that such portion cannot be so severed the jury

A.D. 1913.

arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Mid Kent Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Mid Kent Company the portion which the tribunal shall have determined to be so severable without the Mid Kent Company being obliged or compellable to purchase the whole the Mid Kent Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Mid Kent Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably

and properly incurred by him in consequence of such notice :

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Mid Kent Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to make subsidiary works.

14. The Mid Kent Company in addition to the foregoing works may upon the lands described in the sections of this Act the marginal notes whereof are "Confirming construction of existing works of Mid Kent Company" and "Power to Mid Kent Company to make new works" respectively and upon any of the lands included within the limits of deviation shown upon the deposited plans continue make maintain and renew all such cuts channels catchwaters tunnels adits headings drifts pipes conduits culverts drains sluices shafts wells bores water-towers overflows bywashes washouts sumphs waste-water channels gauges gauging-houses filter-beds tanks banks fences embankments walls roads piers bridges approaches engines pumps machinery turbines dynamos cables mains electric wires telegraphs telephones and other apparatus and appliances as may be necessary or convenient in connection with or subsidiary to the existing and the new works or any of them or the undertaking or necessary or expedient for the purpose of augmenting or improving the supply of water:

A.D. 1913.

Provided that no telegraphs telephones or appliances made or maintained by the Mid Kent Company under the authority of this section shall be used for transmitting telegrams which are within the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 and that any dynamos cables mains or electric wires and other apparatus or appliances made or maintained by the Mid Kent Company under the powers of this section shall be so constructed maintained and worked as to prevent any interference with telegraphic communication by means of any telegraphic line of the Postmaster-General:

Provided also that no well bore shaft adit heading drift or other work for taking or intercepting water shall be made or maintained by the Mid Kent Company under the powers of this section except only upon the lands which are included within the limits of deviation of any of the pumping stations and adits specified in the sections of this Act of which the marginal notes respectively are "Confirming construction of existing works of Mid Kent Company" and "Power to Mid Kent Company to make new works."

Period for completion of new works.

15. If the new works by this Act authorised are not respectively completed within the period of seven years from the passing of this Act then on the expiration of that period the powers by this Act granted for executing the same or in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed but nothing in this section contained shall restrict either of the Two Companies from at any time extending enlarging deepening altering renewing or removing any of their waterworks and any plant and incidental works or increasing or improving their supply of water or from exercising any of the powers with respect to the construction of works conferred by the Acts incorporated with this Act from time to time as occasion may require.

Period for compulsory purchase of lands.

16. The powers of the Mid Kent Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Limiting powers of Two Companies to abstract water.

17. The Two Companies and either of them 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. A.D. 1913.

Purchase of lands by agreement.

18. The Mid Kent Company may in addition to any other lands now belonging to them or which they are by this Act authorised to purchase compulsorily purchase take on lease or acquire by agreement and hold any lands not exceeding in the whole ten acres and may on all or any of such additional lands execute for the purposes of or in connection with their waterworks any of the works (other than wells and works for taking or intercepting water) and exercise any of the powers mentioned in or conferred by section 12 of the Waterworks Clauses Act 1847 and the Mid Kent Company may also purchase by agreement any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) in under or over such additional lands which they may think requisite Provided that so long as any lands acquired by or leased to the Mid Kent Company under this section are held by them the Mid Kent Company shall not on any such lands cause or permit a nuisance or erect or authorise or permit the erection of any buildings other than offices and dwellings for persons in their employ and buildings connected with or necessary for the undertaking.

Persons under disability may grant easements.

19. 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 Mid Kent 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.

Discharge of water into streams.

20.—(1) For the purpose of executing constructing repairing cleansing emptying or examining any reservoir well adit conduit line or lines of pipes or other works of the Mid Kent Company the Mid Kent Company may cause the water in any such work to be temporarily discharged into any available stream or watercourse Provided that no water shall be discharged in such a

A.D. 1913.

manner as to injure or interfere with any fish or spawn or spawning beds.

(2) In the exercise of the power conferred by this section the Mid Kent 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 compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

Power to agree as to drainage of lands.

21. The Mid Kent Company may make and carry into effect agreements with the owners lessees or occupiers of any lands within the drainage area of the wells and other works by this Act sanctioned confirmed or authorised with reference to the execution by the Mid Kent Company or such owners lessees or occupiers of such works as may be 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 by this Act authorised to be diverted collected and appropriated by the Mid Kent Company flowing to upon or from such lands directly or derivatively into such wells and works.

Power to hold lands for protection of waterworks.

22. The Mid Kent Company may hold any lands acquired by them under the powers of this Act which they may deem necessary for the purpose of protecting their waterworks against pollution fouling and contamination and so long as such necessity shall continue such lands shall not be deemed to be superfluous lands within the meaning of this Act or the Lands Clauses Acts respectively but the Mid Kent Company shall not create or permit a nuisance on any such lands and shall not erect any buildings thereon other than offices and dwellings for persons in their employ and such buildings and works as may be incident to or connected with their water undertaking.

Application of section 59 of Act of 1898.

23. The provisions of section 59 (Company may lease &c. spare lands of undertaking—Reservation of water rights &c. on sale) of the Act of 1898 shall extend and apply so as to enable the Mid Kent Company to exercise the powers of that section in relation to all or any of the lands the purchase or holding of which by the Mid Kent Company is by this Act sanctioned confirmed or authorised.

Power to lay pipes in private streets.

24. The Mid Kent Company may on the application of the owner or occupier of any premises within the limits of supply abutting on or being erected in any street laid out but not dedicated to public use supply those premises with water and for that purpose the Waterworks Clauses Acts 1847 and 1863 shall apply as if the street were a street within the meaning of those Acts.

Power to lay mains in streets outside for purposes of supply within water limits.

25. The Mid Kent Company shall in so much of any streets or roads in the county of Kent outside the limits of supply as constitutes the boundary of any parish within those limits as the Mid Kent Company shall require to break up for the purpose of laying pipes for supplying water within the same limits have and be entitled to exercise all the rights powers and authorities conferred by the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and the said provisions shall apply to so much of the said streets or roads as aforesaid as if the same were within the limits of supply.

Power to remove meters and fittings.

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

As to supply by meter for certain purposes.

27.—(1) The Mid Kent Company shall not if a hose pipe or other similar apparatus is used be compelled to supply water for use for washing carriages motor cars or other vehicles or for use for other purposes in stables or premises where carriages or motor cars are kept otherwise than by meter at the rates which the Mid Kent Company are entitled to charge for supply by meter under the provisions of section 64 (Rates for supply by meter in certain cases) of the Act of 1898 Provided that the

A.D. 1913.

minimum sum for which the Mid Kent Company shall be compellable to afford a supply for such purposes shall be ten shillings in any one year.

(2) In all cases to which this section shall apply and in which a meter with an inlet and outlet not exceeding respectively three-eighths of one inch in diameter is sufficient for the purposes of the supply the Mid Kent Company shall supply and fix the meter at their own expense and shall not be entitled to charge for the use of the same any higher rent than six shillings per annum.

As to breaking up ground for laying communication pipes.

28. For the purpose of complying with any obligation under the Mid Kent Water Acts 1898 to 1913 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.

Byelaws for preventing waste &c. of water.

29.—(1) The Mid Kent 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.

(2) Such byelaws shall apply only in the case of premises to which the Mid Kent 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 Mid Kent Company were a local authority within the meaning of those sections and the

secretary of the Mid Kent Company were the clerk of the local authority. A.D. 1913.

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

(5) In case of failure of any person to observe such byelaws as are for the time being in force the Mid Kent 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 Mid Kent Company as the water rates in respect of the premises are recoverable.

(6) Until any byelaws have been made confirmed and published under this section any regulations made by the Mid Kent Company for the like purposes under section 73 (Regulations for preventing waste of water) of the Act of 1898 and in force at the passing of this Act shall continue in force and have full effect.

Detection of waste.

30. Subject to the provisions of the Waterworks Clauses Act 1847 the Mid Kent Company may for the purpose of 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 of boxes for giving access and protection thereto and may for that purpose break up and interfere temporarily with public and private streets roads lanes footways courts passages tramways gas or water pipes electric lines wires and apparatus:

Provided that the Mid Kent Company shall not interfere with any wires or apparatus of the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878.

A.D. 1913.

As to pressure.

31. The Mid Kent Company shall provide a constant supply in accordance with the provisions of the Waterworks Clauses Act 1847 but they shall not be required to supply water in any case at a pressure greater than that to be afforded by gravitation from the service reservoirs or other work from which the supply shall be taken.

Rates payable by owners of small houses.

32. 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 Mid Kent Company so determine pay the rate for the supply but the rate may be recovered from the occupier and may 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.

Rates for certain baths.

33. Notwithstanding anything contained in section 62 (Rates for waterclosets baths &c.) of the Act of 1898 the Mid Kent Company shall not charge for a bath containing not more than fifty gallons on any premises within the limits of supply the rateable value of which does not exceed ten pounds any greater additional sum than six shillings per annum.

Repeal of portion of section 63 of Act of 1898.

34. As from the date of the passing of this Act so much of section 63 (Certain provisions as to supply) of the Act of 1898 as provides that the Mid Kent Company shall not be compelled to supply water to any watercloset or any bath or the apparatus or pipes connected therewith respectively unless the same shall be so constructed and used so as to prevent the waste undue consumption or contamination of the water of the Mid Kent Company or to any bath (not being a swimming bath) which shall be capable of containing when filled for use more than fifty gallons of water shall be and the same is hereby repealed.

Supply by measure.

35. Subject to the provisions of the Mid Kent Water Acts 1898 to 1913 the Mid Kent Company may supply water for other than domestic purposes on such terms and conditions as the Mid Kent 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.

Fittings not to be subject to distress.

36. Any fittings or apparatus let for hire by the Mid Kent Company under the provisions of the Mid Kent Water Acts 1898 to 1913 shall not be subject to distress or to the landlord's remedy for rent or be liable to be taken in execution under any process of any court or any proceedings in bankruptcy against the persons in whose possession the same may be Provided that such fittings have upon them respectively a distinguishing metal plate affixed to a conspicuous part thereof or a distinguishing brand or other mark conspicuously impressed or made thereon sufficiently indicating the Mid Kent Company as the actual owners thereof.

Register of meter to be evidence.

37. Where water is supplied by meter the register of the meter or other instrument for measuring water shall be primâ facie evidence of the quantity of water consumed and in respect of which any water rate is charged and sought to be recovered by the Mid Kent Company Provided always that if the Mid Kent 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 any costs of the proceedings before them shall be paid and the decision of such court shall be final and binding on all parties.

Injuring meters &c.

38. 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 Mid Kent 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 Mid Kent 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:

And in any case in which any person has wilfully fraudulently or by culpable negligence injured or suffered to be injured

A.D. 1913.

any pipe meter instrument or fittings belonging to the Mid Kent 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 Mid Kent Company the Mid Kent 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 insuring the proper registering by such meter 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 Mid Kent Company by the person so offending and may be recovered by them as water rates are recoverable The existence of artificial means for causing such injury alteration or prevention or for abstracting consuming or using water of the Mid Kent Company when such pipe meter instrument or fittings is or are under the custody or control of the consumer shall be primâ facie evidence that such injury alteration or 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.

Supply of water for agricultural manufacturing or trade purposes in Maidstone Rural District.

39. Notwithstanding anything contained in the Mid Kent Water Acts 1898 to 1913 the Mid Kent Company shall on being required so to do by owners or occupiers of lands or houses within so much of the rural district of Maidstone as is within the limits of supply supply water to such owners or occupiers for agricultural manufacturing or trade purposes by meter at the rates which the Mid Kent Company are entitled to charge for supply by meter under the provisions of section 64 (Rates for supply by meter in certain cases) of the Act of 1898 and the moneys payable to the Mid Kent Company for the supply of water under this section shall be recoverable in the same manner as water rates:

Provided always that no such owner or occupier shall be entitled to a supply of water under this section if such supply of water would interfere with the sufficiency of the supply of water for domestic purposes:

Provided also that no requisition for a supply of water under this section shall be binding on the Mid Kent Company unless such owners and occupiers shall have laid communication pipes with the mains of the Mid Kent Company and have severally

executed an agreement binding themselves to pay in respect of such supply a minimum sum of not less than four pounds per annum for a period of three successive years but if the Mid Kent Company cease to supply water to any such owner or occupier taking a supply under this section on the ground that the continuance of such supply would interfere with the sufficiency of the supply of water for domestic purposes as aforesaid the said minimum sum of four pounds per annum shall cease to be payable during the year or part of a year in which the Mid Kent Company so discontinue such supply. A.D. 1913.

For protection of Kent County Council.

40. In executing the works and exercising the powers authorised by the Mid Kent Water Acts 1898 to 1913 so far as they affect any road which the county council are now or may hereafter become liable to repair (hereinafter in this section referred to as "a main road") or any county or main road bridge (which expression shall in this section include the road over such bridge and the approaches thereto and any culvert) in the county of Kent the following provisions for the protection of the county council of the administrative county of Kent (in this section referred to as "the county council") shall unless otherwise agreed in writing apply and have effect (that is to say):—

(1) The provisions of this section are in addition to and not in substitution for the provisions of the Waterworks Clauses Act 1847 (hereinafter referred to as "the Act of 1847") with respect to the breaking up of streets for the purpose of laying pipes except so far as such last-mentioned provisions are expressly varied by the provisions of this section:

(2) All mains pipes and works of the Mid Kent Company to be laid in or along any main road or in or upon or across any county or main road bridge shall be laid in such position in or at the side thereof and at such depth not exceeding in the case of cast-iron pipes two feet six inches and not exceeding in the case of steel pipes two feet as the county council in writing under the hand of their surveyor (hereinafter in this section referred to as "the county surveyor") may reasonably direct:

(3) The notice required by section 30 of the Act of 1847 to be given to the council shall (except for laying

A.D. 1913.

connecting or repairing communication pipes as to which three days' notice shall be given and except in cases of emergency) be not less than seven days instead of three days:

(4) The plan required by section 31 of the Act of 1847 shall be accompanied by a section and description of the proposed works and shall (except as aforesaid) be delivered to the county surveyor by the Mid Kent Company not less than seven days before the Mid Kent Company commence to interfere with any county or main road bridge or open or break up any main road for the purpose of executing the works and any difference as to any such plan description or section or as to the temporary or other works referred to in the said section 31 shall be determined by arbitration under this section instead of in the manner prescribed by the said section 31 If the county surveyor shall not within seven days after the plan section and description shall have been delivered to him express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof:

(5) The surplus paving metalling or materials removed during the laying renewal or repair of the mains pipes and works of the Mid Kent Company shall not (so far as may be reasonably practicable) be placed on the metalled portion of any main road or in or upon any county or main road bridge without the written consent of the county surveyor and subject to such conditions (other than a payment of money) and directions as he may reasonably require or give:

(6) Subject to the rights of all parties claiming to be entitled thereto all surplus paving metalling or materials removed during the laying of the mains pipes or works on any main road or in upon or across any county or main road bridge and not required by the Mid Kent Company for the purpose of reinstating and making good the said road or bridge may be used by the county council for the maintenance and repair of any main or other road

and may be removed by the county council for that purpose:

(7) If the Mid Kent Company in the execution of any works in or affecting any main road or county or main road bridge shall cause any damage injury or disturbance thereto and shall neglect or refuse to make good all such damage injury or disturbance to the reasonable satisfaction of the county council then it shall be lawful for the county council after reasonable notice to the Mid Kent Company of the alleged neglect or refusal and of the works they propose to execute to do all works necessary for making good all such damage injury or disturbance and the Mid Kent Company shall repay to the county council all costs charges and expenses which the county council shall reasonably and properly incur in carrying out such works including all reasonable expense of superintendence:

(8) Nothing in this Act shall authorise the Mid Kent Company to interfere with the structural part of any county or main road bridge without the consent in writing of the county surveyor Such consent shall not be unreasonably withheld and may be given upon such conditions as the county surveyor may reasonably determine:

(9) Nothing in the Mid Kent Water Acts 1898 to 1913 contained shall prejudice or affect the right of the county council at any time or times to divert widen alter the levels of or otherwise alter and improve any main road and to remove alter rebuild widen or repair any county or main road bridge in under over or attached to which any mains pipes or works of the Mid Kent Company are carried in the same manner as the county council might have diverted improved or removed altered rebuilt widened or repaired any such main road or county or main road bridge if the said Acts had not been passed and such mains pipes and works had not been constructed or laid in under over or attached to such main road or bridge respectively and the county council shall not make any compensation to the Mid Kent Company for any expense or loss to which the Mid Kent Company may be put

A.D. 1913.

by reason or in consequence of any such diversion improvement removal alteration rebuilding widening or reparation In the event of any such main road or bridge in under over or attached to which any such mains pipes or other works are laid being diverted improved removed altered rebuilt widened or repaired as aforesaid in such manner as to require the removal or alteration of any such mains pipes or works the Mid Kent Company shall at their own cost as and when requested by the county surveyor by not less than fourteen days' notice in writing remove or alter the position of the said mains pipes and works and the works by which the same are carried in under over or attached to any such main road or bridge as aforesaid and replace the same to the reasonable satisfaction of the county surveyor Provided that during any such diversion improvement removal alteration rebuilding widening or reparation of such main road or bridge as aforesaid the county council shall afford to the Mid Kent Company all reasonable facilities for temporarily carrying such mains pipes and works along the main road or across any stream or river so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such mains or pipes and the Mid Kent Company may carry such mains and pipes accordingly:

(10) All works shall be so executed by the Mid Kent 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 any main road or over any county or main road bridge and the Mid Kent Company shall not open or break up at any one time a greater continuous length than one hundred and fifty yards of any main road at any place where not more than two carts can pass at the same time or than seventy-five yards where only one cart can pass and shall leave an interval of at least one hundred yards between any two places at which they may open or break up such road at the same time:

(11) All costs charges amounts and expenses payable by the Mid Kent Company to the county council under-

the provisions of this section shall be recoverable as a debt due from the Mid Kent Company to the county council:

(12) The county council shall not except in the case of their negligence be liable for or in respect of any damage or injury done to any mains pipes or other works of the Mid Kent Company laid fixed and executed after the passing of this Act in under or along the metalled portion of any main road or of the roadway over a county or main road bridge or the approaches thereto arising from the use by the county council of any steam or other roller for the repair of any such road or of any traction engine not exceeding fifteen tons in weight:

(13) If any difference at any time arises between the county council and the Mid Kent Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing such agreement to be appointed 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 to arbitration as aforesaid:

(14) In relation to any works or powers which are by this Act authorised to be constructed or exercised and which shall be constructed or exercised by the Two Companies or by the East Kent Company the expression "the Mid Kent Company" used in this section shall mean the Two Companies or the East Kent Company as the case may be and this section shall be construed accordingly mutatis mutandis.

For protection of South Eastern Railway Company London Chatham and Dover Railway Company and South Eastern and Chatham

41. For the protection of the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee (hereinafter respectively referred to as "the railway company") the following provisions shall (unless otherwise agreed) apply and have effect (that is to say):—

(A) In constructing the intended adit (Work No. 30) and in laying down and in executing any works in connection with the laying down or the repair or renewal

A.D. 1913.

Railway Companies Managing Committee.

of any mains pipes culverts or other works which the Company may by this Act be authorised to lay down and execute upon across over under or adjoining or in any way affecting the railways lands and property or the bridges approaches viaducts stations or other works now belonging to or used or occupied by the railway company the same shall be done under the superintendence and to the reasonable satisfaction of the principal engineer of the railway company and only (except in cases of emergency arising from defects in any of the mains pipes culverts or other works) according to such plans and in such manner as shall be submitted to and as shall be previously reasonably approved by such engineer in writing Provided always that if such principal engineer shall not approve or disapprove of any such plans so submitted to him within fourteen days after the same are delivered or shall refuse or neglect for the space of seven days after being requested so to do by the Company to superintend the work the Company may proceed with the same without the approval of the said plans and without the superintendence of the said engineer respectively:

(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 engineer the roads over or under any such bridge or tunnel of the railway company or over the approaches to any such bridge which the railway company is or may be liable to maintain 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 bridges tunnels approaches viaducts works lands or property and so as to cause no interruption to the passage or conduct of traffic over such railways or at to or from any station thereon:

(D) If the Company lay down any mains or pipes under or over any such bridge tunnel or viaduct of the railway

company they shall provide and maintain such stop-cocks on either side of such bridge tunnel or viaduct as in the opinion of the engineer of the railway company shall be reasonably necessary:

(E) 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 any such mains culverts pipes or works in under or near to any such bridge tunnel approach viaduct station lands works or property of the railway company the Company shall make compensation to the railway company in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration in the manner hereinafter provided:

(F) The Company shall acquire only such an easement across over or under any of the railways works or property of the railway company as may be necessary for constructing or maintaining the works by this Act authorised to be constructed and shall pay to the railway company for any such easement to be acquired by them such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of land 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 Provided that the Company shall not be required to acquire any easement in respect of the laying down of any conduit or line or lines of pipes mains culverts or other works in any street or road not repairable by the railway company passing under any railway of the railway company:

(G) If the railway company at any time or times hereafter of which they shall be the sole judges require to construct any additional or other works upon their lands or railways or to alter or repair their bridges viaducts or works upon across over or under which any of the works of the Company may have been

A.D. 1913.

constructed or laid the railway company may on giving to the Company fourteen days' notice in writing under the hand of their secretary or general manager for the time being and in case of emergency of which their engineer shall be the sole judge without any previous notice (in which case they shall give notice as soon as practicable) divert support or carry the said works of the Company across over or under their lands bridges 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 Provided that (except in cases of emergency) such diversion supporting and carrying shall be executed under the superintendence and in accordance with the reasonable directions of the engineer of the Company where the same shall be given and the railway company shall during the continuance of such construction alteration or repair afford all reasonable facilities for temporarily carrying such works of the Company across over or under the bridges viaducts or works of the railway company so in course of construction alteration or repair or provide such other means as may be necessary so as not to interrupt the Company's supply of water or diminish the pressure of such supply through such works of the Company:

(H) The Company shall from time to time pay to the railway company any additional expense which the railway company may incur in effecting any repair renewal widening or alteration of the railways of the railway company by reason of the existence of any conduits mains pipes apparatus or works of the Company in over upon across or under the railways of the railway company:

(J) Except as in this section otherwise provided any dispute or difference which may arise between the railway company 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 appointed by the President of the Institution of Civil Engineers on the application of the railway company and the Company or either of them:

(K) Except as hereinafter otherwise expressly provided the expression "the Company" shall in this section mean the Mid Kent Company but in relation to any works which are by this Act authorised to be constructed and which shall be constructed by the Two Companies or by the East Kent Company that expression shall mean the Two Companies or the East Kent Company as the case may be and this section shall be construed accordingly mutatis mutandis.

For protection of guardians of poor of Maidstone Union.

42. The guardians of the poor of the Maidstone Union (in this section referred to as "the guardians") at the end or sooner determination of the agreement dated the twenty-seventh January one thousand nine hundred and two and made between the Mid Kent Company of the one part and the guardians of the other part under which a supply of water is at the date of the passing of this Act afforded by the Mid Kent Company to the workhouse and to the school buildings chaplain's house and other property of the guardians situate at Coxheath in the county of Kent (in this section referred to as "the workhouse") shall be entitled to a supply of water from the Mid Kent Company to the workhouse for all purposes by meter at rates not exceeding the rates set out in section 64 (Rates for supply by meter in certain cases) of the Act of 1898.

For protection of rural district council of Elham.

43. The following provisions for the protection of the rural district council of Elham (in this section referred to as "the council") shall unless otherwise agreed between the Mid Kent Company and the council apply and have effect:—

(1) The provisions of this section are in addition to and not in substitution for the provisions of the Waterworks Clauses Act 1847 (hereinafter referred to as "the Act of 1847") with respect to the breaking up of streets for the purpose of laying pipes except so far as such last-mentioned provisions are expressly varied by the provisions of this section:

(2) All mains pipes and other works to be laid under the powers of this Act in or along any road vested in

A.D. 1913.

or under the control of the council or over any bridge vested in or repairable by the council or any approach to such bridge shall as far as practicable be constructed and laid in such position in or at the side thereof as the council shall by writing under the hand of the clerk reasonably direct and no mains pipes or works shall be constructed or laid so as to interfere with the structure or foundations of any such bridge as aforesaid or any arch connected therewith without the consent of the council in writing as aforesaid Such consent shall not be unreasonably withheld and may be given upon such conditions as the council may reasonably determine:

(3) The notice required by section 30 of the Act of 1847 to be given to the council shall (except for laying or repairing communication pipes as to which three days' notice shall be given and except in cases of emergency) be not less than seven days instead of three days The plan required by section 31 of the Act of 1847 shall be accompanied by a section and description of the proposed works and shall (except as aforesaid) be delivered to the council not less than seven days before the Mid Kent Company commences to break up or interfere with any such road or bridge or any approach thereto and any difference as to any such plan description or section or as to the temporary or other works referred to in the said section 31 shall be determined by arbitration under this section Provided that if the surveyor of the council shall not within seven days after the said plan section and description shall have been delivered to the council express approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved of such plans and sections:

(4) The works shall be so executed as not to stop or (so far as reasonably practicable) impede or interfere with the traffic along any road or bridge or approach vested in or repairable by the council and the Mid Kent Company shall not break up a greater consecutive length than one hundred and fifty yards of any such road at any place where not more than

two carts can pass at the same time or than seventy-five yards where only one cart can pass and where they break up any such road in more places than one at any one time they shall leave a length of one hundred yards of road between the lengths they are breaking up:

(5) Notwithstanding anything in this Act contained it shall be lawful for the council at any time or times on giving to the Mid Kent Company one month's previous notice in writing to remove alter or renew any bridge or the approaches thereto in or over which any pipes or works of the Mid Kent Company are carried in the same manner as they might have removed altered or renewed any such bridge or the approaches thereto if this Act had not been passed and such pipes had not been constructed or laid over such bridge In the event of any such bridge or the approaches thereto in or over which the said pipes or works are laid being removed altered or renewed as aforesaid the Mid Kent Company shall on receiving one month's notice in writing from the council alter the position of such pipes or works as aforesaid and replace the same to the reasonable satisfaction of the said surveyor Provided that during any such removal alteration or renewal the council shall afford to the Company all reasonable facilities for temporarily carrying such pipes or works along the road or across the stream or river so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such pipes or works and the Company may carry such pipes or works accordingly All the expenses reasonably incurred by the Mid Kent Company in the alteration and replacement of such pipes and works as aforesaid shall be paid to the Mid Kent Company by the council:

(6) If any difference shall arise between the council and the Mid Kent Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an arbitrator to be agreed upon between them or failing such agreement to be appointed by the President of the

A.D. 1913.

Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration as aforesaid.

For protection of East Ashford Rural District Council.

44. For the protection of the East Ashford Rural District Council (in this section called "the rural council") the following provisions shall notwithstanding anything in this Act and unless otherwise agreed in writing between the Mid Kent Company and the rural council apply and have effect:—

(1) Nothing in this Act contained shall prevent the rural council from continuing to furnish a supply of water from the waterworks of the rural council situate at or near Plumpton Farm in the parish of Wye to premises situate in the parishes of Wye and Sevington which are at the date of the passing of this Act supplied by them Provided that so soon as the Mid Kent Company are prepared to supply in the parts of the said parishes in which the said premises are situate no further connections for the supply of water shall be made by the rural council:

(2) The section of this Act of which the marginal note is "Power to local authority to supply if Mid Kent Company fail to supply" shall in its application to the parishes of Brook Chilham Warehorne Orlestone Ruckinge Bilsington Bonnington and Aldington included within the new limits of supply be read and construed as if the words "or prepared on demand to furnish" were omitted therefrom:

(3) The provisions of subsections (1) (2) (4) (5) and (6) of section 11 (For the protection of the East Ashford Rural District Council) of the Act of 1900 shall apply mutatis mutandis to any works constructed by the Mid Kent Company under the authority of this Act within the district of the rural council and to the exercise of the powers of this Act and the provisions of subsection (7) of that section shall apply to any difference arising between the Company under subsections (1) and (3) of this section as if the same respectively were re-enacted in this Act Provided that subsection (6) of the said section shall apply

and have effect as if the words "and for any highway purpose" had been inserted in the said subsection after the words "watering the streets" where the same occur therein.

For protection of rural district council of Hollingbourne.

45. For the protection of the rural district council of Hollingbourne (in this section referred to as "the council") the following provisions with respect to the supply of water within the district of the council and with respect to the breaking up and reinstatement of streets bridges sewers and drains in the said district shall unless otherwise agreed between the Mid Kent Company and the council apply and have effect (that is to say):—

(1) The Mid Kent Company within three months after receiving notice in writing from the council in that behalf (such notice not to be given prior to the expiration of three months or after the expiration of two years from the passing of this Act) shall lay down and thereafter maintain the lines of pipes hereinafter described or such one or more of the said lines of pipes as may be specified in such notice (that is to say):—

In the parish of Chart Sutton—

(A) From the existing main of the Mid Kent Company at a point situate at the top of Chart Hill to Lower Farm near the boundary of the parish of Chart Sutton;

In the parish of Sutton Valence—

(B) From the existing main of the Mid Kent Company to Sparks Hall in the said parish of Sutton Valence;

(C) From the existing main of the Mid Kent Company at Farthing Green to Babylon Farm in the said parish of Sutton Valence;

In the parishes of Frinsted and Wormshill—

(D) From the termination of the existing main of the Mid Kent Company in the village of Frinsted to Yew Tree Farm in the said parish of Wormshill:

(2) The Mid Kent Company shall forthwith afford a supply of water to the inhabitants by means of the said lines of pipes:

A.D. 1913.

(3) If in any year prior to the expiration of twenty-one years from the commencement of such supply the rates received by the Mid Kent Company for the supply of water from the lines of pipes respectively hereinbefore described shall not amount to such a sum or sums as may have been or may hereafter be agreed between the Mid Kent Company and the council in respect of each of the said parishes and each of the said lines of pipes respectively the council shall pay to the Mid Kent Company the amount of the difference between the amount of such rates and the said sum or sums so agreed:

(4) Notwithstanding anything in the section of this Act of which the marginal note is "As to pressure" the Mid Kent Company shall not supply water to any premises situate within the district of the council from any service reservoir the bottom water level of which is less than three hundred and seventy-four feet above ordnance datum except with the previous consent in writing of the council which consent shall not be unreasonably withheld and may be granted upon such terms and conditions (other than the payment of money) as the council may reasonably impose:

(5) All mains pipes and other works to be laid in or along any road vested in or repairable by the council or over any bridge vested in or repairable by the council or any approach to such bridge shall be laid in such position under or at the side thereof and at such depth (not exceeding in the case of cast-iron pipes two feet six inches and in the case of steel pipes two feet) as the council in writing under the hand of their surveyor may reasonably direct and no mains pipes or works shall be constructed or laid so as to interfere with the structure or foundations of any such bridge as aforesaid or any arch connected therewith without the consent of the council in writing as aforesaid:

(6) Any alteration repair or improvement of any of the bridges or roads repairable by the council or any alteration of or in the position of the same may be made as if this Act had not passed and if any such alteration repair or improvement necessitates any

alteration either temporary or permanent in the level or position of any of the works by this Act authorised to be made or placed on over or through any of the bridges or roads aforesaid or necessitates any support either temporary or permanent to any such works the Mid Kent Company shall after fourteen days' notice in writing by the surveyor to the council forthwith make such alteration or afford such support at their own expense:

(7) The notice required by section 30 of the Waterworks Clauses Act 1847 to be given to the council shall (except for laying connecting or repairing communication pipes as to which three days' notice shall be given and except in cases of emergency) be not less than seven days instead of three days:

(8) The plan required by section 31 of the last-mentioned Act shall be on a scale of not less than a quarter of an inch to every one hundred feet and shall be accompanied by sections to suitable scales to show clearly the proposed works and shall (except in cases of emergency) be delivered to the surveyor to the council by the Mid Kent Company not less than seven days before the Mid Kent Company commence to open or break up any such road bridge or other work If the surveyor to the council shall not within seven days after the plan and sections shall have been delivered to him express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof:

(9) All works shall be so executed by the Mid Kent Company as not (so far as reasonably practicable) to impede or interfere with the traffic on any road bridge or approaches and the Mid Kent Company shall not break up at any one time a greater length than one hundred yards of any such road:

(10) If the Mid Kent Company in the execution of any works in or affecting any road or bridge shall cause any damage injury or disturbance to such road or bridge and shall neglect or refuse to make good all such damage injury or disturbance in accordance

A.D. 1913.

with the provisions of the Waterworks Clauses Act 1847 then it shall be lawful for the council after seven days' notice to the Mid Kent Company of the alleged neglect or refusal and of the works which they propose to execute to do all works necessary for making good all such damage injury or disturbance and the Mid Kent Company shall repay to the council all costs charges and expenses which the council shall reasonably and properly incur in carrying out such works including all reasonable expenses of superintendence:

(11) The council shall not be liable for or in respect of any damage or injury done to any works of the Mid Kent Company laid below the metalled portion of the surface of any street or road in the district where such injury arises from the ordinary use by the council of a steam or other roller not exceeding twelve tons in weight for the repair of such street or road or from the ordinary use of any traction engine not exceeding the weight aforesaid:

(12) If any difference arises at any time between the council and the Mid Kent Company touching the foregoing provisions of this section or anything to be done or not to be done thereunder or the giving or withholding of any such consent or the conditions of giving the same or any direction such difference shall be settled by arbitration by an engineer to be agreed upon between the council and the Mid Kent Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 or any statutory modification thereof shall apply to the arbitration.

For protection of rural district council of Bridge.

46. For the protection of the rural district council of Bridge (in this section referred to as "the council") the following provisions with respect to the supply of water within the district of the council and with respect to the breaking up and reinstatement of streets bridges sewers and drains in the said district by the Mid Kent Company the East Kent Company or the Two Companies as the case may be shall unless otherwise agreed apply and have effect (that is to say):—

(1) Notwithstanding anything in this Act contained the section of this Act of which the marginal note is "Power to local authority to supply if Mid Kent Company fails to supply" shall in its application to the parish of Petham included within the new limits of supply be read and construed as if the period of three years were substituted for the period of five years therein mentioned and as if the words "or prepared on demand to furnish" were omitted therefrom:

(2) The Mid Kent Company within twelve months after the completion of the Barham Pumping Station shall upon the written request of the council construct—

(A) Such line or lines of pipes as shall be necessary for the supply of the village of Bossingham in the parish of Upper Hardres; and

(B) A line or lines of pipes commencing at Bossingham aforesaid and terminating in the village of Petham;

and shall within the same period afford a supply of water to the inhabitants of the said villages of Bossingham and Petham by means of the said lines of pipes:

(3) The Mid Kent Company within eighteen months after the completion of the Barham Pumping Station shall upon the written request of the council construct such line of pipes as shall be necessary for the supply of the village of Waltham and within the same period afford a supply of water to the inhabitants of the said village of Waltham by means of the said line of pipes Provided that if in any year prior to the expiration of twenty-one years from the commencement of such supply the rates received by the Mid Kent Company for the supply of water from the line of pipes in this subsection described shall not amount to such a sum as may have been or may hereafter be agreed between the Mid Kent Company and the council in respect of the said line of pipes the council shall pay to the Mid Kent Company the

A.D. 1913.

amount of the difference between the amount of such rates and the said sum so agreed:

(4) In default of agreement between the Two Companies or either of them and the council as to the remuneration and period for which and the terms and conditions on which a supply of water in bulk is to be given to the council in pursuance of the section of this Act of which the marginal note is "Contracts for supplying water in bulk" the question or questions in difference shall if the council so require be determined by arbitration in accordance with the provisions of this section:

(5) All mains pipes and other works to be laid in or along any road vested in or repairable by the council or over any bridge vested in or repairable by the council or any approach to such bridge shall be laid in such position under or at the side thereof and at such depth (not exceeding in the case of cast-iron pipes two feet six inches and in the case of steel pipes two feet) as the council in writing under the hand of their surveyor may reasonably direct and no mains pipes or works shall be constructed or laid so as to interfere with the structure or foundations of any such bridge as aforesaid or any arch connected therewith without the consent of the council in writing as aforesaid:

(6) Any alteration repair or improvement of any of the bridges or roads repairable by the council or any alteration of or in the position of the same may be made as if this Act had not passed and if any such alteration repair or improvement necessitates any alteration either temporary or permanent in the level or position of any of the works by this Act authorised to be made or placed in over or through any of the bridges or roads aforesaid or necessitates any support either temporary or permanent to any such works the Mid Kent Company shall after fourteen days' notice in writing by the surveyor to the council forthwith make such alteration or afford such support at their own expense:

(7) The notice required by section 30 of the Waterworks Clauses Act 1847 to be given to the council shall (except for laying connecting or repairing communication pipes as to which three days' notice shall be given and except in cases of emergency) be not less than seven days instead of three days:

(8) The plan required by section 31 of the last-mentioned Act shall be on a scale of not less than a quarter of an inch to every one hundred feet and shall be accompanied by sections to suitable scales to show clearly the proposed works and shall (except in cases of emergency) be delivered to the surveyor to the council by the Mid Kent Company not less than seven days before the Mid Kent Company commence to open or break up such road bridge or other work If the surveyor to the council shall not within seven days after the plan and sections shall have been delivered to him express his approval or disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof:

(9) All works shall be so executed by the Mid Kent Company as not (so far as reasonably practicable) to impede or interfere with the traffic on any road bridge or approaches and the Mid Kent Company shall not break up at any one time a greater length than one hundred yards of any such road:

(10) If the Mid Kent Company in the execution of any works in or affecting any road or bridge shall cause any damage injury or disturbance to such road or bridge and shall neglect or refuse to make good all such damage injury or disturbance in accordance with the provisions of the Waterworks Clauses Act 1847 then it shall be lawful for the council after seven days' notice to the Mid Kent Company of the alleged neglect or refusal and of the works which they propose to execute to do all works necessary for making good all such damage injury or disturbance and the Mid Kent Company shall repay to the council all costs charges and expenses which the council shall reasonably and properly incur in carrying out such works including all reasonable expenses of superintendence:

A.D. 1913.

(11) The council shall not be liable for or in respect of any damage or injury done to any works of the Mid Kent Company laid below the metalled portion of the surface of any street or road in the district where such injury arises from the ordinary use by the council of a steam or other roller not exceeding twelve tons in weight for the repair of such street or road or from the ordinary use of any traction engine not exceeding the weight aforesaid:

(12) If any difference arises at any time between the council and the Mid Kent Company touching the foregoing provisions of this section or anything to be done or not to be done thereunder or the giving or withholding of any such consent or the conditions of giving the same or any direction such difference shall be settled by arbitration by an engineer to be agreed upon between the council and the Mid Kent Company and failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and the Arbitration Act 1889 or any statutory modification thereof shall apply to the arbitration:

(13) In relation to any works or powers which are by this Act authorised to be constructed or exercised and which shall be constructed or exercised by the Two Companies or by the East Kent Company the expression "the Mid Kent Company" used in subsections (5) to (12) of this section shall mean the Two Companies or the East Kent Company as the case may be and those subsections shall be construed accordingly mutatis mutandis.

As to Godmersham Estate.

47.—(1) Save as in this section otherwise expressly provided nothing in this Act shall alter or prejudice the provisions for the protection of the owner of the Godmersham Estate contained in section 14 of the Act of 1900 and the said provisions shall save as aforesaid continue binding upon the Mid Kent Company in the exercise of the powers of this Act.

(2) Nothing contained in the said section 14 shall prevent the Mid Kent Company from exercising and the Mid Kent Company shall have and may exercise without the consent of the owner of the Godmersham Estate in any street or road

dedicated to the public in upon or traversing the Godmersham Estate all or any of the powers of the Mid Kent Water Acts 1898 to 1913 in relation to the making laying fixing inspecting maintaining cleansing conducting repairing or managing of any main or other pipe or other apparatus or works for the purposes of the supply of water to or for use or so as to be used on any lands or hereditaments in any part or parts of the limits of supply not being part or parts of the Godmersham Estate.

(3) Nothing contained in the said section 14 shall prevent the Mid Kent Company from supplying water without the consent of the owner of the Godmersham Estate to or for use or so as to be used on any part of the Godmersham Estate or from exercising for the purposes of such supply all the aforesaid powers of the Mid Kent Water Acts 1898 to 1913 if the owner shall be required or compelled by the local authority of the district in which such lands or hereditaments are situate in exercise of any power of such local authority for that purpose to obtain or provide a supply of water thereto and shall fail himself so to obtain or provide a supply to the satisfaction of the local authority.

(4) In and for the purposes of this section and of the said section 14 the expression "the Godmersham Estate" shall mean the lands delineated and edged pink on the plan which has been signed in duplicate by John Henry Whitley the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred (one copy of which has been deposited in the Private Bill Office of the House of Commons and one in the Parliament Office of the House of Lords).

Provisions where certain existing wells affected.

48.—(1) If it shall be proved that the pumping by the Two Companies or either of them at the Barham Pumping Station by this Act authorised has caused any diminution of the supply in any well existing at the time of the passing of this Act as an effective source of supply such well being situate within a radius of one mile from the intended well or wells at the said pumping station (and not being a well indicated on either of the Plans A and B referred to in the section of this Act of which the marginal note is "For protection of Marquis Conyngham and others" nor a well the property of an owner within the meaning of the expression "the owner" as defined by the said section) the Two Companies shall (unless they make good such diminution or make compensation therefor under

A.D. 1913.

subsections (2) or (3) of this section) upon the written request of the owner of such well as aforesaid (in this section referred to as "the owner" which term shall include any lessee or occupier) afford to the owner a supply of water equal to the amount of such diminution as so proved at such cost or rate (if any) as that the total cost to the owner of obtaining his full supply shall be the same after as before the construction of such pumping station and upon such other terms as may be agreed or failing agreement may be settled by arbitration as hereinafter provided And for the purpose of affording a supply of water under this subsection the Two Companies may supply water beyond their respective limits of supply and carry out all necessary works for that purpose.

(2) The Two Companies may if they think fit in lieu of affording a supply of water equal to the diminution of the supply in such well deepen the affected well or make such borings therein or headings therefrom as will increase the supply so as to make good the said diminution and the owner shall without making any charge therefor give the Two Companies access and every facility for carrying out such deepening borings or headings and in the event of such deepening borings or headings increasing the cost to the owner of obtaining or continuing to obtain such supply the Two Companies shall pay to the owner the amount of such increase.

(3) If the Two Companies do not afford a supply equal to the diminution they shall make compensation in money to the owner for such diminution so far as the same is not made good by the Two Companies and they shall also make the like compensation for any injury caused to the owner by the exercise by the Two Companies of the powers conferred by the last preceding subsection the amount of compensation to be settled in case of difference by arbitration as hereinafter provided.

(4) The Two Companies shall not be liable in respect of any claim made by the owner under this section if he shall have failed to afford to the officers servants or other representatives of the Two Companies at all reasonable times after the passing of this Act access to the well in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level and quantity of the water therein.

(5) Any question or dispute arising under this section shall be referred to and determined by arbitration in manner provided

by the Arbitration Act 1889 or any statutory modification thereof for the time being in force. A.D. 1913.

For protection of Marquis Conyngham and others.

49. For the protection of the Most Honourable Victor George Henry Francis Marquis Conyngham his successors and assigns and other the owner or owners of the wells indicated on the Plan A hereinafter referred to of Captain Matthew Gerald Edward Bell his successors and assigns and other the owner or owners for the time being of the wells marked red on the Plan B hereinafter referred to and of Captain John Cecil de Veel Tattersall his successors and assigns and other the owner or owners for the time being of the wells marked blue on the said Plan B (all of whom are in this section included in the expression "the owner" which expression shall also include any lessee or occupier for the time being of any such wells) the following provisions shall apply and have effect unless otherwise agreed in writing between the Two Companies and the owner (that is to say):—

(1) If it shall be proved that the pumping by the Two Companies or either of them at the Barham Pumping Station by this Act authorised or the construction of any works thereat has caused any diminution of the supply of water in any of the wells indicated upon the several plans hereinafter referred to the Two Companies shall (unless they make good such diminution or make compensation therefor under subsections (2) or (3) of this section) upon the written request of the owner afford to the owner a supply of water equal to the amount of such diminution as so proved at such cost or rate (if any) as that the total cost to the owner of obtaining his full supply shall be the same after as before the construction of such pumping station and upon such other terms as may be agreed or failing agreement may be settled by arbitration as hereinafter provided And for the purpose of affording a supply of water under this subsection the Two Companies may supply water beyond their respective limits of supply and carry out all works necessary for that purpose:

(2) The Two Companies may if they think fit in lieu of affording a supply of water equal to the diminution of the supply in such well deepen the affected well or make such borings therein or headings therefrom as

A.D. 1913.

will increase the supply so as to make good the said diminution and the owner shall without making any charge therefor give the Two Companies access and every facility for carrying out such deepening borings or headings and in the event of such deepening borings or headings increasing the cost to the owner of obtaining or continuing to obtain such supply the Two Companies shall pay to the owner the amount of such increase The Two Companies shall also make compensation to the owner for any injury caused to the owner by the exercise by the Two Companies of the powers conferred by this subsection including compensation for any interference with the water supply to or from such well during the exercise of such powers:

(3) If the Two Companies do not afford a supply equal to the diminution they shall make compensation in money to the owner for such diminution so far as the same is not made good by the Two Companies:

(4) The wells which are included in the operation of this section and in respect of which the owner is entitled to the benefits of this section are in the case of the said Marquis Conyngham the wells indicated on the Plan A hereinbefore referred to and in the case of the said Captain Matthew Gerald Edward Bell and Captain John Cecil de Veel Tattersall the wells which are indicated and respectively coloured red and blue on the Plan B hereinbefore referred to three copies of which said Plan A and four copies of which said Plan B have been signed by John Henry Whitley the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred whereof one copy has been deposited in the Private Bill Office of the House of Commons and another copy with the Clerk of the Parliaments and as regards the Plan A one copy with the said Marquis Conyngham and as regards the Plan B one copy each with the said Captain Bell and the said Captain Tattersall respectively:

(5) The Two Companies shall not be liable in respect of any claim made by the owner under this section if he shall have failed to afford to the officers servants or other representatives of the Two Companies at all reasonable

times after the passing of this Act access to the well in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level and quantity of the water therein:

(6) Any question or dispute arising under this section including any dispute as to the amount of any compensation payable to the owner under this section shall be referred to and determined by arbitration in manner provided by the Arbitration Act 1889 or any statutory modification thereof for the time being in force:

(7) Nothing in the section of this Act the marginal note of which is "Power to take waters" shall entitle the Mid Kent Company to take divert or appropriate any streams springs or waters by means of the conduits or line or lines of pipes (Works Nos. 27 and 31) by this Act authorised.

For protection of J. E. Allen.

50. For the protection of John Edward Allen his heirs executors administrators and assigns the owner or owners for the time being of the Denne Hill Estate situate in the parishes of Barham and Womenswold in the county of Kent (all of whom are in this section included in the expression "the owner") the following provisions shall have effect (that is to say):—

(1) Subsections (1) (2) (3) and (5) of the section of this Act of which the marginal note is "For protection of Marquis Conyngham and others" shall apply and have effect for the protection of the owner in all respects as if the same were set out in this section but with a reference to the well near Denne Hill Farm on the Denne Hill Estate from which the owner obtains a supply of water for the said estate at the time of the passing of this Act instead of to the wells therein referred to and as if the words "subsections (1) (2) and (3) of" were inserted before the words "this section" in subsection (5) thereof and in construing those subsections as so applied the expression "the owner" therein used shall mean the owner as defined by this section:

(2) The Two Companies or one of them shall if required by the owner at any time after the construction of

A.D. 1913.

the Barham Pumping Station supply and continue to supply the owner with such quantity of water not exceeding 10,000 gallons per day of twenty-four hours as he may require for the use of the Denne Hill Estate and shall construct and maintain at their own expense such conduit or line or lines of pipes as may be necessary for delivering the same into the water tower of the owner at Denne Hill House and at the like expense provide and maintain a suitable meter for measuring the same Provided that the Company shall not be compelled to supply such water at a pressure greater than that to be afforded by gravitation from the Wootton Reservoir (Work No. 32):

(3) The owner shall give to the Two Companies or either of them all reasonable wayleaves for constructing providing and maintaining the said conduit or line or lines of pipes (where the same shall be laid in his property) and meter and shall pay in respect of such supply and the use of such meter such price and meter rent and shall bind himself to pay such minimum sum for the water supplied for such period as in default of agreement shall respectively be settled by arbitration Provided that no water supplied to the owner under the provisions of this and the last preceding subsection shall be sold by him:

(4) Any question or dispute arising under this section including any dispute as to the amount of any compensation payable to the owner under the operation of subsection (1) of this section shall be referred to and determined by a single arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Confirmation of scheduled agreement.

51. The agreement between the Mid Kent Company and the East Kent Company as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto respectively.

Powers conferred upon Mid Kent Company by certain preceding sections of this Act to be exercised by East Kent Company.

52. The powers conferred upon the Mid Kent Company for the construction and otherwise in respect of the Wootton Reservoir (Work No. 32) and Works Nos. 31 33 and 34 and all subsidiary works which may be necessary in connection therewith and the acquisition of lands and easements therefor by the sections of this Act of which the marginal notes are as follows:—

"Power to Mid Kent Company to make new works";
"Limits of deviation";
"Power to acquire easements only in certain cases";
"Owners may be required to sell parts only of certain lands and buildings";
"Power to make subsidiary works";
"Period for completion of new works";
"Period for compulsory purchase of lands";
"Persons under disability may grant easements";
"Discharge of water into streams";

may be exercised by the East Kent Company as if the East Kent Company had been mentioned in the said sections in relation to the said works and lands instead of the Mid Kent Company and such powers shall not be exercised by the Mid Kent Company and such works and lands shall for all purposes whatsoever form part of and be comprised in the undertaking of the East Kent Company.

Powers conferred upon Mid Kent Company by certain preceding sections of this Act to be exercised by Two Companies.

53. The powers conferred upon the Mid Kent Company for the construction of and otherwise in respect of the Barham Pumping Station (Work No. 28) and of Works Nos. 29 and 30 and all subsidiary works which may be necessary in connection therewith (other than the powers for the acquisition of lands and easements) by the sections of this Act of which the marginal notes are as follows:—

"Power to Mid Kent Company to make new works";
"Limits of deviation";
"Power to make subsidiary works";
"Period for completion of new works";
"Discharge of water into streams";
"Power to agree as to drainage of lands";

may be exercised by the Two Companies jointly as if the Two Companies had been mentioned in relation thereto instead of the Mid Kent Company only and such works when completed

A.D. 1913.

and the lands whereon the same are erected shall be held by the Mid Kent Company on behalf of the Two Companies in the agreed shares as defined by the agreement set forth in the Second Schedule to this Act and the rights and interest of each of the Two Companies as defined by the said agreement in or in relation to such works and lands shall for all purposes whatsoever form part of and be comprised in the undertaking of that Company.

Contracts for supplying water in bulk.

54. The Two Companies or either of them may enter into and carry into effect agreements with any local authority company or persons for the supply of water beyond their respective limits of supply to any such authority company or persons 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 Provided that such supply shall not be given except with the consent of any company or person supplying water under parliamentary authority within the area to be supplied and of the local authority of the district comprising that area nor if and so long as such supply would interfere with the supply of water for domestic purposes within the respective limits aforesaid.

Agreements between Mid Kent Company East Kent Company and South Kent Company.

55. Subject to the provisions of this Act the Mid Kent Company the East Kent Company and the South Kent Company or any two or more of those companies may enter into and carry into effect agreements with respect to the supply by any of the said companies to the other or others of them of water in bulk or otherwise from any source of supply which any of the said companies is for the time being authorised to use and with respect to the construction of works and the laying of mains and pipes by any of the said companies respectively within their respective limits of supply for or on behalf of any other or others of the said companies and with respect to the terms and conditions upon which such supply is to be afforded and such works are to be constructed and the payments or other consideration to be made in respect of the matters aforesaid and the said companies may respectively distribute supply and use any such water within their respective limits of supply:

Provided always that nothing in this section contained shall authorise any of the said companies to sell or supply water to any other of them if and so long as such sale or supply would interfere with the supply of water for domestic purposes within

the limits of supply of the company so selling or supplying water. A.D. 1913.

Capital Provisions.

Power to Mid Kent Company to raise additional capital.

56. In addition to the capital already authorised to be raised by the Mid Kent Company under any of the Acts and Orders relating to the Mid Kent Company passed previously to the passing of this Act (in this Act referred to as "the existing Mid Kent capital") the Mid Kent Company may for the purposes of this Act and the general purposes of the undertaking raise any further sums not exceeding in the whole eighty thousand pounds by the issue of new ordinary shares or stock or new perference shares or stock or wholly or partly by any one or more of these modes respectively (in this Act referred to as "the new Mid Kent capital") but the Mid Kent Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any such share or stock issued under the authority of this Act vest in the person accepting the same unless and until the full nominal amount of such share or stock together with any premium obtained on the sale thereof as hereinafter provided has been paid in respect thereof Provided that it shall not be lawful for the Mid Kent Company to create and issue under the powers of this Act any greater nominal amount of capital than will be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of eighty thousand pounds.

Power to East Kent Company to raise additional capital.

57. In addition to the capital already authorised to be raised by the East Kent Company under the East Kent Act of 1889 and the East Kent Order of 1910 (in this Act referred to as "the existing East Kent capital") the East Kent Company may for the purposes of this Act and the general purposes of their undertaking raise any further sums not exceeding in the whole forty-five thousand pounds by the issue of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of these modes respectively (in this Act referred to as "the new East Kent capital") but the East Kent Company shall not issue any share under the authority of this Act of less nominal value than ten pounds nor shall any such share or stock issued under the authority of this Act vest in the person accepting the same unless and until the full nominal amount of such share or stock together with any premium obtained on the sale thereof as hereinafter provided

A.D. 1913.

has been paid in respect thereof Provided that it shall not be lawful for the East Kent Company to create and issue under the powers of this Act any greater nominal amount of capital than will be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of forty-five thousand pounds.

Except as otherwise provided new shares or stock of Two Companies to be subject to same incidents as other shares or stock.

58. Except as by this Act otherwise provided the new Mid Kent capital and the new East Kent capital 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 the said new capital were respectively part of the existing Mid Kent capital or the existing East Kent capital of the same class or description and the new shares or stock were respectively shares or stock in that capital Provided that such holders shall not be entitled to participate in any dividend that may be declared to make up the deficiency on any previous dividend upon shares forming part of the said existing capital respectively.

Limits of dividend on new capital.

59. Neither of the Two Companies shall in any one year make out of their profits any larger dividend on the new capital to be raised by them respectively under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be raised as preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the ordinary share capital which shall have fallen short of the said sum of seven pounds per centum per annum.

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

60.—(1) All shares or stock created under the powers of this Act shall be issued in accordance with the provisions of this section.

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

(A) Notice of the intended sale shall be given in writing to the clerk of every district wholly or partially included

within the limits of supply of the company issuing such shares or stock and to the secretary of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and shall also be duly advertised once in each of two consecutive weeks in one or more local newspapers circulating within the said limits of supply:

(B) A reserve price shall be fixed and notice thereof shall be sent by the Company issuing such shares or stock in a sealed letter to be received by the Board of Trade not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be:

(C) No lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds:

(D) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same sum In the case of a sale by auction a bid shall not be recognised unless it is in advance of the last preceding bid:

(E) It shall be one of the conditions of sale that the total sum payable by the purchaser shall be paid to the Company issuing such shares or stock within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of ordinary and preference shares or stock of the Company issuing such shares or stock in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of such Company and to the consumers of water supplied by such Company in such proportions as such Company may think fit or to one or more of these classes of persons only Provided in the case of an offer to holders of shares or stock that if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered as aforesaid the same shall be allotted to and distributed amongst the applicants as nearly as may be in proportion to the amounts applied for by them respectively.

A.D. 1913.

(4) Any shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) and are not sold shall be again offered for sale by public auction or by tender in accordance with the provisions of this section and any such shares or stock then remaining unsold may be otherwise disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable.

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

Power to borrow.

61. The Two Companies respectively may from time to time borrow on mortgage of their respective undertakings any sum or sums not exceeding in the whole one-fourth part of the amount of the new capital of eighty thousand pounds and forty-five thousand pounds respectively by this Act authorised to be raised by the Mid Kent Company and the East Kent Company and at the time actually issued by shares or stock including the premiums (if any) realised on the sale thereof but no part shall be borrowed until the whole of the shares or stock in respect of which the power of borrowing is being exercised including the premiums (if any) realised on the sale thereof shall have been fully paid up and the Company issuing such shares or stock 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 and stock including the premiums (if any) realised on the sale thereof have been fully paid up and upon production to such justice of the books of the Company issuing such shares or stock and such other evidence as he may think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of receiver.

62. Section 17 (Appointment of receiver) of the Order of 1907 and section 20 (Appointment of receiver) of the East Kent Order of 1910 are hereby respectively repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under such provisions The mortgagees of the Two

Companies respectively may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the case of the Mid Kent Company than five thousand pounds and in the case of the East Kent Company than one thousand seven hundred and fifty pounds in the whole.

Existing mortgages to have priority.

63. All mortgages granted by the Two Companies respectively in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts or Orders in pursuance of or in conformity with which the same were respectively granted have priority over any mortgages granted by the Two Companies respectively under the authority of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by either of the Two Companies.

Power to create debenture stock.

64. The Two Companies respectively may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and in the case of the Mid Kent Company of section 36 of the Act of 1898 and in the case of the East Kent Company of section 14 of the East Kent Act of 1889 Notices of the effect of those enactments respectively shall be endorsed on all mortgages and certificates of debenture stock.

Preference shares or stock may be created subject to redemption.

65. Any preference shares or stock created and issued under the powers of this Act may be issued subject to the conditions that the same may be redeemed by the Company issuing such shares or stock at such times and on such terms and conditions as shall be expressed on the certificates of such shares or stock.

Application of moneys.

66. All moneys raised by the Two Companies respectively under this Act including premiums after deducting therefrom the expenses of and incident to the raising of such moneys shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of shares or stock under the provisions of this Act shall not be considered as part of the capital of the

A.D. 1913.

Company issuing such shares or stock entitled to dividend and any such premiums may be expended in extending or improving the works of the Company receiving the same or in paying off money borrowed or owing on mortgage by such Company Provided that in any case where a power to raise money by borrowing is made proportionate to the paid-up capital the premium received from the sale of shares or stock by auction or tender as hereinbefore provided shall for such purpose be reckoned as part of the paid-up capital.

Power to apply funds.

67. The Two Companies respectively may apply to any of the purposes of this Act or of any Acts and Orders relating to the Two Companies respectively passed previously to the passing of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise under the said Acts and Orders or this Act or which may be under their control and which are not required for the purposes to which they are by the said Acts or Orders or this Act made specially applicable.

MISCELLANEOUS.

Repeal of certain sections of Acts and Orders of Mid Kent Company.

68. As from the date of the passing of this Act the sections hereinafter respectively mentioned of the Act of 1898 the Act of 1900 the Order of 1901 the Order of 1902 the Order of 1903 the Order of 1906 and the Order of 1907 shall be and the same are hereby repealed (that is to say):—

The Act of 1898—

Section 45 (Contracts not to disqualify for office of director);

Section 47 (For protection of main roads and county bridges);

Section 60 (As to pressure);

Section 65 (Power to Company to supply water for other than domestic purposes);

Section 68 (Register of meter to be primâ facie evidence);

Section 69 (Fraudulently injuring pipes meters or fittings);

Section 73 (Regulations for preventing waste &c. of water);

Section 77 (Contracts for supplying water for public purposes);

Section 80 (Penalties not cumulative):

The Act of 1900—
Section 9 (For protection of main roads and county bridges);
Section 10 (As to repair of roads);
Section 28 (As to pressure):

The Order of 1901—
Section 8 (For protection of Kent County Council):

The Order of 1902—
Section 9 (For protection of Kent County Council):

The Order of 1903—
Section 11 (For protection of Kent County Council):

The Order of 1906—
Section 9 (For protection of Kent County Council):

The Order of 1907—
Section 9 (For protection of Kent County Council).

Transfer of Ulcomb waterworks undertaking of Hollingbourne Rural District Council to Mid Kent Company.

69.—(1) The Mid Kent Company may purchase and the Hollingbourne Rural District Council (in this section referred to as "the council") are hereby empowered to sell subject to the consent of the Local Government Board the waterworks undertaking of the council situate in the parish of Ulcomb in the county of Kent upon such terms and subject to such conditions as may be agreed between the Mid Kent Company and the council and as may be approved by the Local Government Board and as from the completion of such sale and purchase the said waterworks shall for all purposes whatsoever form part of the undertaking of the Mid Kent Company and the Mid Kent Company may from time to time maintain renew extend and repair the same and use the same and the water obtained by means thereof for the purposes of supplying water throughout the limits of supply.

(2) The council shall apply all money received by them as the consideration for the sale and purchase of the said waterworks undertaking—

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

A.D. 1913.

Secondly to such other purposes to which capital money is properly applicable as the Local Government Board may sanction.

(3)—(i) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in regard to the said purchase and sale and any matter arising thereunder and the said inspectors shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(ii) The council shall pay to the Local Government Board any expenses incurred by that Board in relation to any inquiry referred to in this section including the expenses of any witnesses summoned by the inspector holding the inquiry and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

As to appointment of managing director.

70.—(1) The directors of the Mid Kent Company may appoint one or more of their body to be managing director or managing directors of the Mid Kent 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 exerciseable 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 director acting under the powers of this section.

(5) The foregoing provisions of this section shall apply to the East Kent Company in relation to their undertaking in all respects as if the East Kent Company had been named therein instead of the Mid Kent Company. A.D. 1913.

Power for directors of Mid Kent Company to determine remuneration of secretary.

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

Power to erect cottages.

72. The Mid Kent Company may hold acquire maintain and let houses cottages offices and other buildings for persons in their employment or for the purposes of or in connection with their undertaking and may erect maintain and let any of such buildings upon any lands for the time being belonging or leased to the Mid Kent Company Provided that in the exercise by the Mid Kent Company of the powers of this section the Mid Kent Company shall be subject to the provisions of the Public Health Acts and any Act amending the same and of any byelaws made thereunder.

Contracts not to disqualify for office of director.

73. No person shall be disqualified from continuing a director of the Mid Kent Company by reason of his being interested in any contract with the Mid Kent Company for or in respect of the sale of any lands to the Mid Kent Company or for any loan of money to the Mid Kent Company but no such person shall as a director vote in respect of any question as to any such contract.

Recovery of penalties &c.

74. Save as otherwise by this Act expressly provided all offences against the Mid Kent Water Acts 1898 to 1913 or any of them and all penalties forfeitures costs and expenses imposed or recoverable under the said Acts or any of them 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 demands.

75. Proceedings for the recovery of any demand made under the authority of the Mid Kent Water Acts 1898 to 1913 or any of them or any incorporated enactment 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

A.D. 1913.

jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Penalties not cumulative.

76. Penalties imposed under the Mid Kent Water Acts 1898 to 1913 or any of them and the Acts wholly or in part incorporated therewith for one and the same offence shall not be cumulative.

Agreements between East Kent Company and Dover Corporation.

77. The East Kent Company may enter into and carry into effect agreements with the Dover Corporation as to the reduction of the rates charged and recovered for the supply of water by the East Kent Company within that part of the borough of Dover included within the statutory limits of supply of the East Kent Company so that they may correspond with the rates from time to time charged by the Dover Corporation for the supply of water in the remainder of the borough and for the reimbursement by the Dover Corporation to the East Kent Company of the deficiency of income suffered by the East Kent Company by reason of the rates so charged being reduced as aforesaid Provided that there shall not be paid to the East Kent Company for water supplied within the part of the borough included within the statutory limits of supply of that Company any higher rate than that levied in other parts of their statutory limits of supply.

Costs of Act.

78. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Mid Kent Company and the East Kent Company in such proportions as may be agreed between them.

The SCHEDULES referred to in the foregoing Act. A.D. 1913.

FIRST SCHEDULE.

Properties whereof portions only may be required.

Parish.	Numbers on deposited Plans.
Burham - - - - -	2 3.
Hastingleigh - - - - -	1 2.
Elmsted - - - - -	4.
Barham - - - - -	2 5.
Upper Hardres - - - -	2 3 4.
Kingstone (otherwise Kingston) - -	3 4 5 6 9.
Wootton - - - - -	2.

SECOND SCHEDULE.

MEMORANDUM OF AGREEMENT made this nineteenth day of March one thousand nine hundred and thirteen between the Mid Kent Water Company (hereinafter called "the Mid Kent Company") of the one part and the East Kent District Water Company (hereinafter called "the East Kent Company") of the other part.

Whereas a Bill (hereinafter called "the Bill") has been deposited in Parliament for the purpose (inter alia) of enabling the Mid Kent Company and the East Kent Company (hereinafter together referred to as "the Two Companies") to afford increased supplies of water within their respective areas of supply and with the object and intention of obtaining parliamentary powers in the next ensuing session of Parliament authorising (inter alia) the construction and maintenance of a pumping station together with a well or wells and other works and conveniences in the parish of Barham and of certain adits in the parishes of Barham and Kingstone (otherwise Kingston) in connection with the well or wells of the said pumping station and of certain other works all in the county of Kent (which works are described in the

A.D. 1913. Bill and therein numbered 26 27 28 29 30 31 32 33 and 34) and the acquisition of lands and easements therefor and the taking abstraction and conveyance of water by means thereof:

And whereas it has been deemed desirable by the Two Companies that an agreement with the objects hereinafter defined should be entered into between them and that the same should be scheduled to and form part of the Bill:

Now it is hereby mutually agreed between the Two Companies as follows:—

1. The Mid Kent Company shall as and when required for the purpose of this agreement purchase and acquire such of the lands delineated on the plans and described in the book of reference deposited in respect of the Bill as the Mid Kent Company may be empowered to purchase and acquire and as it may be agreed upon between the Two Companies are required for the purposes of Works Nos. 28 29 and 30 described in the Bill (which works together with all such subsidiary works as it may be agreed between the Two Companies are necessary or expedient in connection therewith and as may be authorised to be constructed are hereinafter referred to as "the joint works").

2. The Two Companies shall as and when required for the purposes of this agreement at their joint expense as hereinafter provided make and maintain and use for the purposes of this agreement the joint works or such of the same as may be authorised or such other works as may be substituted by Parliament for the same or any part thereof respectively.

3.—(i) The Two Companies shall before the commencement of the joint works agree in what share the capital cost of the joint works shall be borne and the share so payable by each of the Two Companies is hereinafter called "the agreed share."

(ii) Whenever the price to be paid by the Mid Kent Company for the purchase of the lands for the joint works or any part thereof shall have been agreed or determined by arbitration or otherwise and shall become payable the East Kent Company shall pay to the Mid Kent Company the agreed share or if such share has not yet been agreed then one-half share of the cost of the purchase of such lands and of all the costs charges and expenses reasonably and properly incurred by the Mid Kent Company of and incidental to the purchase and conveyance thereof.

(iii) If the Mid Kent Company shall acquire such lands or any part thereof or any wayleaves or easements over the said lands or shall acquire any other necessary wayleaves or easements in connection therewith for and in consideration of a perpetual yearly rentcharge or

rentcharges the East Kent Company shall pay to the Mid Kent Company the agreed share or if such share has not yet been agreed the one-half share of such rentcharge or rentcharges and shall also pay to the Mid Kent Company the like share of all costs charges and expenses reasonably and properly incurred by the Mid Kent Company of and incidental to the purchase and conveyance thereof.

(iv) If at the dates of such payments as aforesaid the shares have not been agreed as aforesaid the payments shall be adjusted so soon as the shares have been agreed.

(v) The Two Companies shall respectively pay the agreed shares of the capital cost of the joint works as and when any sum has been certified by the engineer appointed under Article 5 hereof or determined by the committee appointed under Article 9 hereof to be due and payable.

4. The surface reservoirs necessary for the storage of and the other works necessary for the taking and conveying of the supply of water from the joint works to the respective systems of the Two Companies respectively shall be made and maintained and the lands and easements necessary or expedient therefor shall be purchased and acquired as follows (that is to say) :—

(A) The Hastingleigh Reservoir (Work No. 26) and Work No. 27 shall be made and maintained and the lands and easements necessary or expedient therefor shall be purchased and acquired by the Mid Kent Company at their sole expense and the property in such last-mentioned works lands and easements shall be and remain in and the same shall be subject to the sole control and management of the Mid Kent Company :

(B) The Wootton Reservoir (Work No. 32) and Works Nos. 31 33 and 34 shall be made and maintained and the lands and easements necessary or expedient therefor shall be purchased and acquired by the East Kent Company at their sole expense and the property in such last-mentioned works lands and easements shall be and remain in and the same shall be subject to the sole control and management of the East Kent Company.

5. The joint works shall be carried out under the supervision and to the reasonable satisfaction of an engineer to be appointed by the Two Companies and in accordance with plans specifications and estimates to be prepared and approved by such engineer and shall so far as may be required for the purposes of this agreement be completed within the period limited by the Bill for the completion of the works thereby authorised.

A.D. 1913.

6. Upon completion of the necessary works and on payment by the Two Companies of all sums payable by them in respect thereof under Article 3 of this agreement there shall be supplied to the Mid Kent Company and the East Kent Company water from the joint works in such quantities and at such times as the same shall be reasonably required by those Companies respectively and such water shall be delivered into Work No. 27 at such pressure as shall be necessary to deliver such water at a level of six hundred and twenty-two feet above Ordnance datum at the Hastingleigh Reservoir (Work No. 26) and into Work No. 31 at such pressure as shall be necessary to deliver such water at a level of four hundred and sixty-eight feet above Ordnance datum at the Wootton Reservoir (Work No. 32) Each of the Two Companies shall as soon as water can be supplied from the joint works take or be charged in respect of a minimum quantity of five million gallons per quarter in such daily quantities as such Company may require In calculating the sum to be charged against either of the Two Companies per quarter under the provisions of Article 7 hereof the minimum quantity aforesaid shall be assumed to have been taken by such Company although the actual quantity of water delivered to such Company may not have reached the said minimum Neither of the Two Companies shall be entitled to demand a supply of more than the agreed share as defined by Article 3 hereof of such water as the said well may with the machinery then installed yield daily that is to say in any twenty-four hours reckoned from midnight to midnight (such daily yield to be calculated on an average of not less than seven days) Provided always that if and so long as either of the Two Companies may not require the whole of such agreed share of the yield of water on any day the other of the Two Companies shall be entitled (on being charged therewith as hereinafter provided) to be supplied with so much of such agreed share as the first-mentioned Company shall not require.

7. So soon as the joint works are completed and a supply of water can be afforded the respective proportions in which expenditure on revenue account shall be charged against and borne by the Two Companies respectively shall be ascertained in the following manner:—

(i) At the end of every quarter the committee appointed under Article 9 hereof shall ascertain (A) the amount of the cost of fuel for the joint works incurred during that quarter and (B) the amount of all other expenditure on revenue account at or about the joint works incurred during that quarter including materials labour repairs renewals rates taxes the maintenance and testing of the meters as provided by Article 8 and all other outgoings properly so chargeable

and shall also ascertain what amount (if any) ought to be carried to a suspense account for exceptional renewals:

(ii) The said committee shall at the same time ascertain the number of thousands of gallons of water taken by each of the Two Companies during such quarter:

(iii) The cost of fuel shall be divided between the Two Companies in the proportion which one and a half times the number of thousands of gallons taken by the Mid Kent Company bears to the number of thousands of gallons taken by the East Kent Company Provided that in the event of any change in the pressure required for the respective supplies such proportion shall be altered as may be agreed or determined by arbitration:

(iv) The total of the other amounts so ascertained as aforesaid shall be divided between the Two Companies in proportion to the number of thousand gallons taken by each:

(v) For the purpose of ascertaining the respective proportions of the expenditure on revenue account to be charged in every quarter against and to be borne by each of the Two Companies under this Article proper records and accounts shall be kept by the Two Companies Such records and accounts shall be made up quarterly to the usual quarter days (the first of such accounts to be made up to the first quarter day after the date when water shall be first supplied from the joint works) and within twenty-eight days after the making up of such records and accounts all matters of account between the Two Companies in respect of the quarter last past shall be settled and adjusted accordingly.

8. The Two Companies as part of the joint works shall provide a suitable site and shall thereon erect a meter house or houses and shall in such house or houses provide a water meter or meters and recording instrument or instruments sufficient for measuring and recording the quantity of water to be delivered to each of the Two Companies respectively and will thereafter maintain the same in proper working order and from time to time repair and renew the same as occasion shall require For the purposes of the said meter house or houses the following provisions shall apply:—

(A) Any duly authorised officer of either of the Two Companies shall be entitled to have access to the said meter or meters and recording instrument or instruments at all reasonable times for the purposes of inspection and of ascertaining the quantity of water from time to time supplied to either of the Two Companies:

A.D. 1913.

(B) The register of the meter or meters shall be evidence of the quantity and the record of the recording instrument or instruments shall be evidence of the rate at which such water has from time to time been supplied If in any quarter of a year it shall appear that any meter has ceased to register or is otherwise manifestly incorrect (the proof of which shall if the parties differ be on the Company alleging the same) or that such meter has been removed for the purpose of repair or from any other cause then the quantity of water supplied in the period during which the registration has ceased or been manifestly incorrect or during which such meter has been removed shall in the absence of any other means of ascertaining such quantity be agreed on by the Two Companies or failing agreement be determined by some competent person to be agreed on by both parties or by arbitration in manner hereinafter provided :

(C) Each meter shall be tested by and at the expense of the Two Companies once at least in every year and also on any other occasion on which either of the Two Companies shall give to the other of them not less than seven days' notice in writing of such their desire and if on any such testing it shall be found that any meter has ceased to register correctly the charges for water in respect of the then current quarter shall be adjusted accordingly but not further or otherwise Provided that if on testing the registration is found not to be erroneous to an extent exceeding five per centum such registration shall be deemed to be correct.

9. So much of this agreement as relates to the construction maintenance management and use of the joint works and the supply of water therefrom by the Two Companies to one or other of them shall be carried into effect by the Two Companies by means of a committee consisting of two directors for the time being of the Mid Kent Company and two directors for the time being of the East Kent Company to whom the exercise of the powers of those Companies respectively shall be delegated The chairman of the committee (who shall have a casting vote) shall in the first year be one of the two directors of the Mid Kent Company and in the second year one of the two directors of the East Kent Company and so on alternately.

10. On so much of the conduit or line or lines of pipes (Work No. 31) as is laid in the parish of Barham in the limits of supply of the Mid Kent Company the East Kent Company shall at the request of the Mid Kent Company make connections to the said work

and supply water therefrom as may be required by the Mid Kent Company subject to the following conditions:— A.D. 1913.

(A) The Mid Kent Company shall pay to the East Kent Company for the making of such connections such charges as are usually taken by the East Kent Company for making similar connections to consumers in its own area:

(B) The Mid Kent Company shall pay to the East Kent Company for the user of the said work and the supply of water therefrom by means of such connections two-thirds of the total sum received by the Mid Kent Company in respect of water supplied thereby All such payments shall be made quarterly within twenty-eight days of the usual quarter days:

(C) Unless otherwise agreed between the parties hereto the Mid Kent Company shall levy in respect of water supplied to consumers by means of connections to the said work the same rates and charges as those levied in similar conditions in other parts of their limits of supply:

(D) If and so soon as the receipts by the Mid Kent Company in respect of water supplied by means of connections to the said work shall have amounted to five hundred pounds in any year (calculated from first January to thirty-first December) either of the Two Companies may by giving to the other of them twelve months' notice in writing (to expire upon any usual quarter day) determine the arrangement provided for by this clause:

(E) Upon and after any such determination the Mid Kent Company shall have the right to take up and relay the communication pipes already connected with the said work under the provisions of this Article Provided always that no such communication pipes shall be taken up in any manner which would endanger the said work or prejudice or affect the supply to the East Kent Company of water to be conveyed thereby:

(F) For the purpose of this clause the East Kent Company shall be entitled to be furnished with a certificate from the auditor of the Mid Kent Company of the total receipts of the Mid Kent Company in respect of water supplied by them by means of the said connections in any quarter which certificate shall be accepted by all parties as conclusive of the facts to which it relates.

11. This agreement which is intended to be scheduled to the Bill is made subject to such alterations as Parliament may think fit to make

A.D. 1913.

herein or in the Bill but if Parliament make any such alteration as shall materially affect the terms of this agreement it shall be competent to either party to this agreement to rescind the same except as hereinafter provided by Articles 12 and 13.

12. All the costs charges and expenses preliminary to and of and incidental to the preparing applying for and promotion of the Bill and to this agreement shall in any case be paid by the Two Companies in such proportions as they may agree or failing agreement in such proportions as the parliamentary agents for the Bill shall deem just and equitable.

13. If so much of the Bill as relates to Works Nos. 26 to 34 inclusive shall fail to pass into law during the next ensuing session of Parliament or if this agreement shall not be confirmed by Parliament (either without modification or with such modifications only as the parties to this agreement shall approve) this agreement shall be void and of no effect and neither party hereto shall in that case have any claim against the other in respect of anything hereinbefore contained save and except only that the said costs charges and expenses preliminary to and of and incidental to the preparing applying for and promoting the Bill and this agreement shall be paid by the Two Companies as provided by Article 12 hereof.

14. If any question or difference whatsoever shall arise between the Mid Kent Company and the East Kent Company touching this agreement or any clause or thing therein contained or the construction thereof or as to any matter in any way connected with or arising out of this agreement or the operation thereof or the rights duties or liabilities of either of the Two Companies in connection with the premises then and in every such case the matter in difference shall be referred to the arbitration of some arbitrator to be agreed between the parties or in case of non-agreement to be named by the President for the time being of the Institution of Civil Engineers on the application of either party Every such reference shall be in accordance with and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof.

In witness whereof the Mid Kent Water Company and the East Kent District Water Company have hereunto affixed their respective common seals the day and year first above written.

The common seal of the Mid Kent Water Company was hereunto affixed in the presence of—

B. T. L. THOMSON Chairman.

HENRY PACKHAM Director.

L. HOLMAN Secretary.

Seal of the Mid Kent Water Company.

The common seal of the East Kent District Water Company was hereunto affixed in the presence of— } Seal of the East Kent District Water Company. A.D. 1913.

B. T. L. THOMSON Chairman.

W. T. PRESSLAND Director.

L. HOLMAN Secretary.

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