



CHAPTER lxxxii.

An Act for authorising the South Staffordshire Waterworks Company to construct new works and to raise additional capital for increasing the charges of the Company and for other purposes. [4th August 1922.] A.D. 1922.

WHEREAS the South Staffordshire Waterworks Company (in this Act referred to as "the Company") were incorporated by the South Staffordshire Waterworks Act 1853 and by the South Staffordshire Waterworks Acts and Order 1853 to 1915 were empowered to construct works and to supply water within the limits thereby prescribed :

And whereas the demand for water within the limits of supply of the Company has increased and is increasing and for enabling the Company to meet such demand it is expedient that the Company should be empowered to make and maintain the works and to acquire the lands hereinafter respectively described :

And whereas under the said Acts and Order the Company were authorised to raise capital amounting to one million four hundred and ten thousand pounds and were authorised to borrow a sum not exceeding three hundred and eighty-two thousand five hundred pounds and the said sums which the Company were authorised to borrow have by reason of the purchase by the Company of lands in consideration of payment of rentcharges been reduced by fifteen thousand seven hundred and forty pounds :

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And whereas the Company have raised (including premiums) one million two hundred and forty-two thousand six hundred and fifty-one pounds by the issue of two hundred and twenty-five thousand pounds ordinary stock Class A and four hundred and ninety thousand two hundred and forty pounds ordinary stock Class B three hundred and fifty thousand and fifty pounds five per centum preference stock and six thousand two hundred and fifty pounds four per centum preference stock :

And whereas the Company have issued two hundred and seventy-six thousand nine hundred and sixty-nine pounds four per centum debenture stock and have raised thereby (including premiums) two hundred and ninety-eight thousand seven hundred and seventy pounds :

And whereas it is expedient that the existing capital powers of the Company should be amended and that further capital powers should be conferred upon the Company :

And whereas the revenue derived from the rates and charges authorised by the Acts and Order relating to the Company is under conditions which now prevail inadequate to enable the Company to raise on reasonable terms the capital necessary for carrying on their undertaking and it is expedient that such rates and charges should be increased :

And whereas it is expedient that such further provision should be made and that such further powers should be conferred upon the Company as are in this Act contained :

And whereas plans and sections of the works authorised by this Act showing the lines and levels thereof and a book of reference to such 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 clerks of the peace for the counties of Stafford and Worcester 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 objects aforesaid cannot be attained without the authority of Parliament: A.D. 1922.

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):—

PRELIMINARY.

1. This Act may be cited as the South Staffordshire Waterworks Act 1922 and the South Staffordshire Waterworks Acts and Order 1853 to 1915 and this Act may be cited together and are in this Act referred to as the South Staffordshire Waterworks Acts and Order 1853 to 1922 and each of those Acts and that Order is hereinafter referred to separately as the Act or Order of the year in which the same was passed or confirmed as the case may be. Short and collective titles.

2. There are hereby incorporated with this Act— Incorporation of Acts.
(1) The Lands Clauses Acts :

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

(2) The clauses and 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;

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The remedies of creditors of the Company against the shareholders;

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

The making of dividends;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

and the said provisions shall so far as the same are respectively applicable apply to any ordinary and preference stock to be issued under the powers of this Act;

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital except the provisions thereof which limit the rate of dividend on preference capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts :

- (3) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway and in such provisions for the purposes of this Act "the railway" means the pumping stations and reservoirs and so much of any line or lines of pipes by this act authorised as will not be constructed in a highway and "the centre of the railway" means the centre line of so much of any line or lines of pipes as aforesaid :

so far as such Acts or parts thereof are applicable for the purposes of and are not inconsistent with this Act; and

- (4) 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) so far as the same are applicable for the purposes of this Act and are not inconsistent with the South Staffordshire Waterworks Acts and Order 1853 to 1922.

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

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—
Interpreta-
tion.

“The Company” means the South Staffordshire Waterworks Company;

“The limits of supply” means the limits for the time being of the Company for the supply of water;

“The new waterworks” means the works described or referred to in the section of this Act the marginal note whereof is “Power to make works”;

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

“The directors” means the directors of the Company.

WORKS AND LANDS.

4. Subject to the provisions of this Act the Company may in the counties of Stafford and Worcester and in the lines and situations and upon the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the new waterworks hereinafter described (that is to say):—

Power to
make works.

In the county of Stafford—

Work No. 1 A pumping station and well (No. 1) (to be called Slitting Mill Pumping Station) in the parish of Brereton in the rural district of Lichfield in the enclosures numbered 481 482 547 549 550 556 to 559 (inclusive) 593 to 599 (inclusive) 601 to 608 (inclusive) and 639 on the $\frac{1}{2500}$ Ordnance map of that parish (sheets XLV. —11 and 12 second edition 1902):

Work No. 2 A pumping station and well (No. 2) (to be called Sandhills Pumping Station) in the urban district of Brownhills and in the parishes of Ogle Hay Rural and Shenstone in the rural district of Lichfield in the enclosures numbered 10 11 12 and 13 in the said urban district 197

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in the said parish of Ogle Hay Rural and 631 to 638 (inclusive) in the said parish of Shenstone on the $\frac{1}{2500}$ Ordnance map of that urban district and those parishes (sheets LVIII.—5 and LVIII—9 second edition 1902) :

Work No. 3 A pumping station and well (No. 3) (to be called Little Hay Pumping Station) in the parishes of Shenstone and Weeford in the rural district of Lichfield in the enclosures numbered 1180 and 1206 to 1209 (inclusive) in the said parish of Shenstone and 192 203 205 to 210 (inclusive) 216 217 and 218 in the said parish of Weeford on the $\frac{1}{2500}$ Ordnance map of those parishes (sheets LVIII.—15 and IVa—15 second edition 1902) :

Work No. 4 A pumping station and well (No. 4) (to be called Prestwood Pumping Station) in the parish of Kinver in the rural district of Seisdon and in the parish of Kingswinford in the rural district of Kingswinford in the enclosures numbered 133 134 135 147 and 148 in the said parish of Kinver and 1120 1121 and 1126 in the said parish of Kingswinford on the $\frac{1}{2500}$ Ordnance map of those parishes (sheets LXX.—8 and 12 second edition 1903) :

Work No. 5 A line or lines of pipes (No. 1) wholly in the parish of Brereton in the said rural district of Lichfield commencing at or in the said pumping station and well (Work No. 1) and terminating by a junction with the existing pipes of the Company at the junction of the road from Slitting Mill to Penkridge Bank with the road from Cannock to Rugeley :

Work No. 6 A line or lines of pipes (No. 2) in the said urban district of Brownhills and the said parish of Shenstone commencing in the said parish of Shenstone at or in the said pumping station and well (Work No. 2) and terminating in the said urban district of Brownhills by a junction with the existing pipes of the Company at the junction of the road from Brownhills to Castle Bromwich with the road from Walsall to Lichfield :

Work No. 7 A line or lines of pipes (No. 3) wholly in the said parish of Shenstone commencing at or in the said pumping station and well (Work No. 3) and terminating by a junction with the existing pipes of the Company at the junction of the road from Sutton Coldfield to Lichfield with the road from Watford Gap to Little Hay : A.D. 1922.

In the counties of Stafford and Worcester—

Work No. 8 A line or lines of pipes (No. 4) commencing in the said parish of Kinver at or in the said pumping station and well (Work No. 4) and passing through the parish of Swindon in the rural district of Seisdon the said parish of Kingswinford the urban district of Sedgley and the county borough of Dudley and terminating in the urban district of Coseley in the service reservoir (Work No. 10) hereinafter described :

In the county of Worcester—

Work No. 9 A service reservoir (No. 1) at Cawney Hill in the county borough of Dudley in the enclosure marked "Cromwell Grove Quarry" on the $\frac{1}{2500}$ Ordnance map of the said borough (sheet I.—16 edition 1919) :

In the county of Stafford—

Work No. 10 A service reservoir (No. 2) in the said urban district of Coseley in the enclosures numbered 1550 and 1554 on the $\frac{1}{2500}$ Ordnance map of that urban district (sheet LXVII.—11 second edition 1903) :

In the counties of Stafford and Worcester—

Work No. 11 A line or lines of pipes (No. 5) commencing in the urban district of Oldbury in the county of Worcester by a junction with the existing pipes of the Company at the junction of Freeth Street with Halesowen Street in Oldbury Market Place and terminating in the urban district of Rowley Regis in the county of Stafford by a junction with the existing pipes of the Company at the junction of Whiteheath Road and Pennericket Lane.

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In addition to the foregoing works the Company may upon the said lands make and maintain all such pipes buildings machinery works and apparatus of whatever character as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or any of them but nothing in this section shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them :

Provided always that the said pumping station and well (Work No. 3) shall not be constructed elsewhere than on the enclosure numbered in the parish of Shenstone 12 on the deposited plans :

Provided that in the construction of the well (Work No. 4) hereby authorised the same shall be lined for a depth of at least one hundred feet and in the construction of the wells (numbered 1 2 and 3) hereby authorised the same shall be lined for a depth of fifty feet so as to keep out all surface waters.

Limits of deviation.

5. In the construction of the new waterworks the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such 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 not exceeding three feet upwards and to any extent downwards Provided as follows (that is to say) :—

The Company shall not construct any embankment or wall of any reservoir by this Act authorised 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 three feet in addition :

Except for the purposes of crossing over a stream dyke or watercourse 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.

Works to form part of undertaking.

6. Subject to the provisions of this Act the new waterworks shall for all purposes whatsoever form part of and be comprised in the undertaking.

7. Subject to the provisions of this Act the Company may pump collect impound take use divert and appropriate for the purposes of the undertaking all underground streams springs and waters which will or may be taken or intercepted by means of any of the new waterworks. A.D. 1922.
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Power to
take water.

8. The Company shall keep at their principal office records of the quantity of water pumped each day at each of the pumping stations by this Act authorised and shall at all reasonable times allow any official of the council of the county or any official of the council of the urban or rural district in which any such pumping station is situate who shall be duly authorised in that behalf by the council whose official he is in writing under their seal and who shall produce if so required his authority to inspect and take copies of or extracts from any such records relating to any such pumping station in the county or district of any such council. Pumping
records to be
kept and
produced.

9. If the new waterworks are not completed within ten years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making of the said waterworks or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed but nothing in this section contained shall restrict the Company from at any time extending enlarging altering renewing or removing any of the new waterworks 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
completion
of works.

10. Subject to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets the Company may for the purpose of effecting telegraphic or telephonic communication between to or from the Company's works or offices lay down maintain alter repair and renew mains tubes electric and other wires and apparatus in the soil of any street road highway or footpath within the limits of supply. Telephonic
wires and
apparatus in
streets.

11. Any electric wires telegraphs telephones or other apparatus or appliances laid down or maintained by the Company under the provisions of this Act shall not be used for the transmission of telegrams in contravention of the exclusive privilege conferred upon the For protec-
tion of Post-
master-
General.

A.D. 1922. Postmaster-General by the Telegraph Act 1869 and shall be so constructed maintained and used as to prevent interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such telegraphic line.

As to payments for postal and other facilities.

12. The Company may undertake to pay to the Postmaster-General any loss which he may sustain by reason of the establishment or maintenance at their request of any telegraph office or of any additional facilities (postal or otherwise) in connection with their waterworks and any expenses incurred by the Company under such undertaking may be defrayed out of any revenue or funds of the Company.

Power to acquire lands.

13. Subject to the provisions of this Act the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for the new waterworks.

Period for compulsory purchase of lands.

14. The powers of the 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.

Private rights of way over lands taken compulsorily.

15. All private rights of way over any lands which may be acquired compulsorily under the powers of this Act shall as from the date of the acquisition of such lands be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Acquisition of lands by agreement.

16. In addition to any lands which the Company are by any other provisions of the South Staffordshire Waterworks Acts and Order 1853 to 1922 authorised to acquire the Company may by agreement purchase or take leases of and hold further lands for the purposes of the undertaking or any easement (not being an easement of water in which persons other than the grantors have an interest) in over or affecting any such lands but the quantity of lands held by the Company in pursuance of

this section shall not at any time exceed ten acres
Provided that the Company shall not create or permit
any nuisance on any such lands nor erect any buildings
thereon except such as are required for or are connected
with or incident to the purposes of the undertaking.

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17. Notwithstanding anything in this Act con-
tained the following provisions for the protection of
Captain Roger Shawe Manley his heirs and successors in
estate and assigns for the time being entitled in possession
whether for life or any greater estate in the estate known
as the Manley Hall Estate and his and their lessees and
occupiers (all of whom are in this section referred to as
“ the owner ”) shall apply and have effect :—

For protec-
tion of Man-
ley Hall
Estate.

- (1) The Company shall not require the owner to
sell any lands of the owner delineated on the
deposited plans and described in the deposited
books of reference (other than those numbered
in the parish of Shenstone 12 on the said plans)
except upon the following conditions (namely)—

The Company shall not use the surface of
any such other lands for purposes other than
agricultural and shall not acquire the sporting
rights over the same (but the owner shall be
at liberty to exercise or to assign or let all
such rights as he may possess over those
lands) and the Company shall immediately
after acquiring any such lands grant to the
owner (if so required by him) but subject
to the rights of the Company to construct
and maintain adits or headings thereunder
a lease in perpetuity thereof or of any part
thereof at such rent as may be agreed upon
between the Company and the owner or as
failing agreement shall be settled by arbitra-
tion in manner provided by subsection (5) of
this section :

- (2) The Company shall not use any lands purchased
from the owner for any other purposes than
those of a pumping station :
- (3) The Company may use gas oil or electricity for
working the pumping plant in any pumping
station on lands purchased from the owner but
no such pumping plant shall be driven by steam.

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nor shall any chimney building or other erection of a greater height than forty feet above the ground level be constructed upon any such lands :

- (4) The Company shall not erect more than seven houses upon any such lands and before commencing the construction of any such houses the Company shall submit to the owner plans sections and specifications of such houses and shall not erect any of the said houses except in accordance with plans sections and specifications which shall have been reasonably approved by the owner or settled by arbitration as hereinafter provided :
- (5) Any question or dispute arising under this section shall be referred to and determined by a single arbitrator to be appointed in default of agreement on the application of either party by the President of the Surveyors' Institution.

Persons under disability may grant easements &c.

18. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to acquire easements.

19.—(1) The Company may in lieu of acquiring any lands for the purposes of the new waterworks 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 to 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 Company have acquired easements only under the provisions of this section the Company shall not be required

or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall subject to such easements have the same rights to use and cultivate the said lands at all times as if this Act had not been passed.

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(3) Nothing in this section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for 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.

20. The provisions of subsection (1) of section 26 (For protection of Seisdon Rural District Council and owners and occupiers in part of Seisdon Rural District) of the Act of 1909 shall be read and construed as if the words "four million gallons per diem" were inserted in that section in the place of the words "three million gallons per diem" and notwithstanding anything contained in that section the Company may deepen or extend the existing wells and boreholes or construct any new or additional wells boreholes adits headings or other similar works at the Hinksford Pumping Station of the Company to such extent as may be necessary to enable the Company to pump a quantity of water not exceeding one million five hundred thousand gallons per diem at that pumping station.

Amending
section 26 of
Act of 1909.

21.—(1) If it shall be proved by the owner (which term in this section includes any lessee or occupier) of any well borehole spring or stream or pond or pool fed by any spring or stream existing at the date of the passing of this Act as an effective source of supply and situate within a radius of two miles from any of the pumping stations (Works Nos. 1 2 3 and 4) by this Act authorised that the pumping by the Company at such pumping station has caused through no default of the owner any diminution of the supply in such well borehole spring stream pond or pool the Company shall upon the written request of such owner afford to such owner a supply of water equal to the amount of such diminution as so proved upon such terms as failing agreement shall be settled by arbitration and as will having regard to any disadvantage

Provision
where exist-
ing wells
affected.

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(2) The Company may if they think fit in lieu of affording a supply of water equal to the diminution of the supply in such well borehole pond or pool deepen such well borehole pond or pool 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 Company access and every facility for carrying out such deepening borings or headings.

(3) The Company may if they think fit in lieu of affording or increasing any supply under the foregoing provisions of this section make compensation in money to the owner for such diminution and they shall also make like compensation for any injury caused to the owner by the exercise by the Company of the powers conferred by the last preceding subsection and the amount of such compensation shall be settled in case of difference by arbitration as hereinafter provided.

(4) The Company shall not be liable in respect of any claim made by the owner under this section if the owner shall have failed upon a written request made to him to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act access to the source of supply in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level of the water therein.

(5) For the purpose of affording a supply of water under this section the Company may supply water beyond the limits of supply and carry out all such works within or beyond such limits as may be necessary for that purpose.

(6) 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.

22. The provisions of the section of this Act of which the marginal note is "Provision where existing wells affected" shall extend and apply—

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For protec-
tion of Bir-
mingham
Corporation.

- (1) To any well or spring existing at the date of the passing of this Act as an effective source of supply on any part of so much of the Canwell Estate of the lord mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") as is delineated on the plan signed by Frederic John Dixon on behalf of the Company and by Frank Henry Cufaude Wiltshire on behalf of the corporation and thereon hatched green as if such well or spring were a well or spring referred to in the said section; and
- (2) To the corporation and any owner who shall have purchased any part of so much of the said estate as aforesaid:

Provided that in the application of the said section the following provision shall be substituted for subsection (3):—

"(3) The Company shall if so desired by the corporation or such owner in lieu of affording or increasing any supply under the foregoing provisions of this section make compensation in money to the corporation or such owner for such diminution and they shall also make like compensation for any injury caused to the corporation or such owner by the exercise by the Company of the powers conferred by the last preceding subsection the amount of such compensation to be settled in case of difference by arbitration as hereinafter provided."

23. For the protection of Sidney Henry Stokes Frederick Charles Stokes Henry Stephen Stokes and Arthur Victor Negus (trading as Stokes & Co.) or other the owner or owners for the time being of properties known as the Slitting Mill in the parish of Brereton and as the Rolling Mills and the Phoenix Tannery in the parish of Rugeley all in the county of Stafford (all of whom are hereinafter included in the expression "the owners") the following provisions shall apply and have

For protec-
tion of
Stokes & Co.

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— owners and the Company:—

- (1) The provisions of the section of this Act of which the marginal note is "Provision where existing wells affected" shall extend and apply to the stream known as the Rising Brook or the Town Brook in the said parishes as if the said stream were within the meaning of the said section a stream existing at the date of the passing of this Act as an effective source of supply and as if the expression "the owner" where used in the said section included the owners in respect of their rights and interests in the said stream:
- (2) If in consequence of the exercise of any powers by this Act conferred upon the Company or of any act or default of the Company the quality of the water in the said stream where it flows by or through the property of the owners is altered in such a manner as to render it unsuitable for use in connection with or for the purposes of the tannery works or business of the owners or any other works or business for the time being carried on by them in connection with which water of a like quality may be required or less suitable for such use than the water in the said stream at the passing of this Act or if any supply of water afforded by the Company to the owners under the provisions of the section of this Act of which the marginal note is "Provision where existing wells affected" shall be unsuitable for use as aforesaid or less suitable for such use than the water in the said stream at the passing of this Act the Company shall make good and indemnify the owners against all losses damages or expenses which may be incurred or suffered by the owners by reason or in consequence of the quality of any such water as aforesaid being unsuitable or less suitable for such use (including any expenses reasonably incurred by the owners in treating such water in order to render it suitable for such use) and the Company shall forthwith take all such steps as may be reasonably necessary in order to insure that so far as any alteration in the quality of the water in the

said stream shall be caused by any acts or defaults of the Company the water in the said stream (if required for use by the owners for the purposes aforesaid) and any supply of water afforded to the owners by the Company under the provisions of the said section of this Act shall be and shall be maintained as nearly as may be of a quality not less suitable for such use as aforesaid than the water in the said stream at the passing of this Act :

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Provided that the provisions hereinbefore contained with reference to the quality of water shall not in the case of any water supply afforded to the owners by the Company under the said section of this Act apply to a quantity of water in excess of that used by the owners as aforesaid at the passing of this Act or at the time when any question as to the quality of such water shall arise whichever quantity shall be the greater :

- (3) Any question or dispute arising under subsection (2) of 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.

24. For the protection of the Stourbridge and District Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed between the board and the Company apply and have effect (that is to say) :—

For protection of Stourbridge and District Water Board.

- (1) If at any time after the Company shall have commenced pumping operations at Work No. 4 authorised by this Act the supply then being obtained by the board at their boreholes at Coalbournbrook or Mill Meadows in the parish of Amblecote or The Tack in the parish of Kingswinford shall be diminished the Company shall (unless and until they prove that the operations of the Company have not caused such diminution) supply to the board at such cost or rate (if any) as that the total cost to the board of obtaining their full supply shall be the same as

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nearly as may be as it would have been had no such diminution taken place a quantity of water equal to the amount by which the supply from such boreholes has been diminished :

- (2) The Company may if they think fit with the consent of the board which consent shall not be unreasonably refused in lieu of affording a supply of water equal to the diminution of the supply in such boreholes deepen their boreholes or make such borings therein or headings therefrom and such additional boreholes near thereto as will increase the supply so as to make good the said diminution and the board shall without making any charge therefor give the Company access and every facility for carrying out such deepening borings or headings Provided always that while the work contemplated by this subsection is in progress the Company shall supply to the board at such cost as aforesaid a quantity of water sufficient to make good any interruption in the board's supply caused by the progress of such works :
- (3) The Company may if they think fit with the consent of the board in lieu of affording or increasing any supply under the foregoing provisions of this section make compensation in money to the board for such diminution and they shall also make like compensation for any injury caused to the board by the exercise by the Company of the powers conferred by the last preceding subsection and the amount of such compensation shall be settled in case of difference as hereinafter provided :
- (4) The Company shall not be liable in respect of any claim made by the board under this section if the board shall have failed upon a written request made to them to afford to the officers servants or other representatives of the Company at all reasonable times after the passing of this Act access to the source of supply in respect of which the claim is made for the purpose of ascertaining particulars thereof and the level of the water therein :

- (5) For the purpose of affording a supply of water under this section the Company may supply water beyond the limits of supply and carry out all such works within or beyond such limits as may be necessary for that purpose : A.D. 1922.
- (6) 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.

25. The following provisions for the protection and benefit of H. T. Nock Limited or other the owner for the time being of Central Flour Mills Rugeley (in this section referred to as "the owners") shall have effect except so far as may be otherwise agreed in writing between the owners and the Company (that is to say) :—

For protec-
tion of
H. T. Nock
Limited.

- (1) If by reason of the pumping operations of the Company at any of the pumping stations by this Act authorised the flow of water in the Town Brook shall become insufficient to turn effectively the water-wheel of the owners in the said mill the Company either shall supply free of cost to the owners daily at such a level and at such a point as shall be reasonably approved by the owners a quantity of water equal to the average daily quantity of water obtained by them during the twelve months ending the thirty-first day of August one thousand nine hundred and twenty-two for the purpose of turning the said water-wheel or shall pay to the owners the cost of providing some suitable substituted type of plant approved by the owners capable of providing a daily quantity of motive power equal to that afforded by the said average daily quantity of water and shall also pay to the owners annually in perpetuity such sum as shall be necessary to provide the fuel or other motive power necessary to afford such daily quantity of motive power by means of such substituted type of plant or shall make compensation in money in respect of the future cost of affording such motive power :

A.D. 1922.

- (2) 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.

For protection of trustees of municipal charities of Sutton Coldfield.

26. The provisions of the section of this Act of which the marginal note is "Provision where existing wells affected" shall extend and apply to the mill pond at Hill Hook in the parish of Sutton Coldfield of the trustees of the municipal charities in the borough of Sutton Coldfield as if the said mill pond were within the meaning of the said section a pond existing at the date of the passing of this Act as an effective source of supply.

For protection of Rugeley Urban District Council.

27. For the protection of the Rugeley Urban District Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect (that is to say):—

- (1) The Company shall at the request of the council at any time after the passing of this Act lay a main capable of delivering a supply of two hundred thousand gallons of water a day from their existing main into the reservoir of the council or into a main of the council as the council may desire :
- (2) If at any time after the Company shall have commenced operations at Work No. 1 authorised by this Act the supply then being obtained by the council at their boreholes in the parish of Brereton shall be diminished the Company shall (unless and until they prove that the operations of the Company have not caused such diminution) supply to the council free of cost a quantity of water equal to the amount by which the supply from such boreholes has been diminished but not exceeding one hundred and fifteen thousand gallons a day :
- (3) The Company shall at the request of the council afford a supply of water to the council not exceeding (including any supply afforded under the last preceding subsection of this section) a quantity of two hundred thousand gallons in any

day and the council shall pay for any supply so taken (beyond any free supply provided as aforesaid) the sum of threepence per thousand gallons :

A.D. 1922.

- (4) 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.

28. For the protection of the Seisdon Rural District Council (in this section referred to as "the council") the following provisions shall apply and have effect (that is to say) :—

For protec-
tion of Seis-
don Rural
District
Council.

- (1) If and when the Company shall at any time after the construction of the pumping station and well (Work No. 4) by this Act authorised be requested in writing by the council so to do the Company shall at their own cost and expense except while prevented by unavoidable cause or accident pump up and deliver in bulk into the covered reservoir of the council at Kinver Edge and any extensions thereof and additions thereto all such water as may when or at any time thereafter be required by the council for supplying good and wholesome water for all purposes to all present or future owners and occupiers of properties in the said parish of Kinver. Such delivery in bulk shall commence on the earliest possible date after the receipt of such written request and the right to such supply shall be a first claim or charge on any water to be obtained from the said pumping station and well (Work No. 4) The council shall pay to the Company for such supply in bulk the sum of one penny per one thousand gallons up to two hundred thousand gallons per twenty-four hours and the price to be paid for any excess quantity beyond two hundred thousand gallons per twenty-four hours shall be settled as provided by subsection (7) of this section :

- (2) If the council request the Company to supply water in bulk under the provisions hereinbefore contained the Company shall be entitled subject to giving to the council within three calendar

A.D. 1922.

months from the date of the receipt of such request written notice in that behalf to purchase the Kinver Mill property of the council including the well (in this section referred to as "the Kinver Well") and pumping station thereon and the plant belonging thereto and all incidental water rights and also the rising main of the council from Kinver Mill to the said reservoir at Kinver Edge at a price which failing agreement shall be determined by arbitration under and subject to the provisions of the Arbitration Act 1889 (or any statutory modification thereof for the time being in force) as at the time such request by the council for a bulk supply is made. If the Company shall give such written notice of purchase the same shall operate and have effect as a contract for sale and purchase and be binding on the council and the Company and such sale and purchase shall be carried out and completed by them accordingly :

- (3) If the Company shall purchase the Kinver Well and shall deepen or enlarge or otherwise extend the same the provisions of the section of this Act of which the marginal note is "Provision where existing wells affected" shall mutatis mutandis extend and apply for the benefit and protection of the owner lessee or occupier of any private well borehole spring or stream or pond or pool fed by any spring or stream situate within a radius of two miles from the Kinver Well and existing at the date of the deepening enlargement or extension of the Kinver Well as an effective source of supply; and
- (4) The Company shall by means of suitable mains to be forthwith constructed and laid by and at the expense of the Company—
 - (a) Up to and throughout the village of Enville in the parish of Enville; and
 - (b) From the terminus of their existing main at or near Highgate Common along Gospel Ash Road to the Royal Oak Inn at Halfpenny Green and from there up to and throughout the village of Bobbington in the parish of Bobbington;

supply the council in bulk with all such water as may now or at any time hereafter be required by the council for supplying good and wholesome water for all purposes to all present or future owners and occupiers of properties in the said parishes of Enville and Bobbington respectively. The price to be paid by the council to the Company for such bulk supply shall be one penny per thousand gallons up to thirty thousand gallons per twenty-four hours for Enville Parish and up to twenty thousand gallons per twenty-four hours for Bobbington Parish and the price to be paid for any excess beyond such named quantity in each case shall be settled as provided by subsection (7) of this section : A.D. 1922.

- (5) The Company shall also at the like cost and expense provide and fix in such mains a reasonable number of fire hydrants at points to be reasonably selected and indicated by the council's surveyor :
- (6) The Company shall at the like cost and expense provide fix and maintain and whenever necessary repair and renew efficient and suitable self-recording meters (including any necessary subsidiary apparatus) for measuring the water to be supplied by the Company to the council under subsections (1) and (4) of this section the meter for the supply under subsection (1) to be provided and fixed at the said Kinver Edge Reservoir and the meters for the respective supplies under subsection (4) to be provided and fixed at suitable and convenient points and at all times keep the said meters in proper condition and working order. The said meters and any records thereof shall at all reasonable times be open to inspection and examination by or on behalf of the council and the council may take copies or extracts from any such records. The council shall at all times afford to the Company such facilities as the Company may reasonably require for maintaining repairing and renewing the said meters and keeping the same in proper condition and working order as aforesaid :

A.D. 1922.

- (7) The price to be paid by the council for any excess quantity of water beyond the respective quantities specified in subsections (1) and (4) of this section which may be required for any of the said parishes of Kinver Enville or Bobbington shall failing agreement be settled by arbitration under and subject to the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force but in determining the price for any such excess supply neither (1) the cost of the mains (except any new or additional mains which may be required for such excess supply) nor (2) the fact of the price for the respective quantities hereinbefore specified having been fixed at one penny per one thousand gallons shall be taken into account :
- (8) Nothing in this Act contained shall interfere with repeal or prejudice any rights privileges interests and protection secured to the council or the owners or occupiers of lands and premises in the district of the council under or by virtue of section 18 of the Act of 1909.

For protec-
tion of Staf-
fordshire
and Wor-
cestershire
Canal
Company.

29. For the protection of the Staffordshire and Worcestershire Canal Company (hereinafter in this section referred to as "the canal company") the following provisions shall have effect unless otherwise agreed between the Company and the canal company (that is to say) :—

- (1) If and whenever any diminution shall be proved by the canal company to have taken place in the supply of water to any part of the Staffordshire and Worcestershire Canal (hereinafter in this section referred to as "the canal") situate within a distance of two miles from the pumping station (Work No. 4) by this Act authorised by reason or in consequence of the pumping operations of the Company at the said station whether during the construction or after the completion thereof the Company shall upon the request in writing of the canal company afford to the canal company a supply of water equal to the amount of such diminution at such cost as that the total cost to the canal company

of obtaining the full supply to the portion of the canal the supply of water to which has been so diminished as aforesaid shall be the same (as nearly as may be) after as before such diminution took place :

- (2) For the purpose of affording a supply to the canal under the immediately preceding subsection the Company may supply water beyond the limits of supply and may carry out all works whether within or beyond such limits as may be necessary for that purpose :
- (3) If the Company do not afford such supply to the canal company as aforesaid they shall make compensation in money to the canal company for such diminution the amount of such compensation to be settled in case of difference by arbitration in manner provided by this section :
- (4) If and whenever any leakage shall be shown to have occurred through the bed of the canal within a distance of two miles from the said pumping station by reason or in consequence of the pumping operations of the Company at the said station whether during the construction or after the completion thereof or if and whenever by reason or in consequence of such pumping operations as aforesaid any injury or damage by subsidence shall be caused within the distance aforesaid to any part of the canal or to the towing-path locks lock-houses or other works of the canal such leakage injury or damage shall be forthwith from time to time amended and repaired by the canal company at the cost in all things of the Company including if necessary the rebuilding of the locks puddling the canal and raising the towing-path :
- (5) The canal company shall give notice to the Company of any works necessary for amending and repairing any such leakage injury or damage and in case of any difference between the Company and the canal company as to such leakage injury or damage being due to or caused by the pumping operations of the Company or as to the necessity for the said works or the mode of executing the same the

A.D. 1922.
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matter in difference shall be determined by arbitration in manner hereinafter provided. Provided that in cases of emergency when danger or interruption of traffic may result the canal company's engineer may proceed forthwith with the works in his discretion on such notice being given :

- (6) If such leakage as is mentioned in subsection (4) of this section shall be shown to have occurred the Company shall compensate the canal company for loss of tolls owing to interruption of traffic during the periods necessary for testing to ascertain the fact of such leakage and for executing the works of amendment and repair referred to in the said subsection the amount of such compensation to be determined by arbitration in manner provided by this section :
- (7) The canal company shall afford the officers servants or other representatives of the Company at all reasonable times access to the canal or the source of supply thereof in respect of which any claim could be made under this section for the purpose of ascertaining particulars thereof and the level of the water therein :
- (8) 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.

For protec-
tion of Bir-
mingham
Canal Navi-
gation
Company.

30. The provisions contained in sections 66 to 68 (inclusive) of the Act of 1853 as amended by section 19 of the Act of 1866 shall so far as they are applicable extend and apply for the protection of the works of the company of proprietors of the Birmingham Canal Navigations (in this section called "the canal company") with respect to the works by this Act authorised in the same manner as if such provisions were re-enacted in this Act in reference to such last-mentioned works save and except that nothing in those provisions or this Act contained shall prevent or be construed to prevent the Company from making and maintaining the works by this Act authorised or render it necessary for the Company

before proceeding to execute the same or any part or parts thereof or taking or interfering with the property of the canal company for such purpose to obtain the previous consent of the canal company in writing under their common seal. A.D. 1922.

31. The provisions of section 23 of the Act of 1909 (except subsection (1) thereof) shall so far as the same are applicable extend and apply to and enure for the protection of the county councils of Stafford and Worcester with respect to the works by this Act authorised and shall apply to and enure for the protection of any local authorities in those counties with respect to such works in the same manner and to the same extent as if the said provisions were re-enacted in this Act. For protection of county and local authorities.

32. The provisions of section 38 of the Act of 1909 shall so far as the same are applicable extend and apply to and for the protection of any local authority in that section referred to as if the said provisions were re-enacted in this Act. For protection of pipes and electric lines &c. of local authorities.

33. Nothing in this Act contained shall interfere with repeal or prejudice the rights privileges and interests secured to the trustees of the Lichfield Conduit Lands formerly the feoffees and sidesmen of the Conduit Lands of the city of Lichfield and to the mayor aldermen and citizens of the city of Lichfield by any Acts relating to the Company. For protection of trustees of Lichfield Conduit Lands and corporation of Lichfield.

34. For the protection of the Great Western Railway Company (hereinafter referred to as "the Great Western Company") the following provisions shall unless otherwise agreed between the Great Western Company and the Company apply and have effect (that is to say):— For protection of Great Western Railway Company.

- (1) Work No. 8 or any other main pipe or sewer laid under the powers of this Act if carried under the railway (which expression shall where the context so admits include a canal) of the Great Western Company or under any public road crossing such railway on the level shall for its entire length across the said railway be laid and carried by means of a steel or iron pipe founded on and surrounded by Portland cement concrete or enclosed in a subway to be constructed and maintained by the Company so that no part

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—

of such work shall be less than three feet below the level of the rails of the said railway at the point of crossing :

- (2) In constructing the said works at the said points of crossing and in constructing laying down and executing and also (except in cases of emergency) in effecting the repairs or renewals of any work of the Company by this Act authorised which may be situate upon across over under or in any way affecting the railways or other property belonging to or used by the Great Western Company the same shall be done by and in all things at the expense of the Company except as in this section is otherwise provided and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Great Western Company and at such time or times as he shall approve and so as not to interfere with the structure of any such railways and except in cases of repair according to plans sections and particulars to be submitted to and approved by the said engineer before any such works shall be executed Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :
- (3) The Company shall restore and make good to the reasonable satisfaction of the said engineer the railways and other property of the Great Western Company and the roads over or under any bridge or over any level crossing of such railways or over the approaches to any such bridge or level crossing so far as the same may be disturbed or interfered with by or owing to any of the operations of the Company :
- (4) If the Great Western Company so elect they may themselves execute and maintain the said works (other than the actual laying down and maintenance of the pipes) and may recover the reasonable costs of so doing from the Company (including compensation payable to any workmen or their legal representatives or dependents

who may be injured or killed whilst employed by the Great Western Company in and about such works) : A.D. 1922.

- (5) All such works shall be constructed executed and maintained so as not to cause any injury or damage to the railways or other property of the Great Western Company or any interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury damage or interruption shall arise from the acts or operations of the Company or by reason of the failure of the Company to maintain such works or the bursting leakage or failure of the works of the Company under or near to any railway or other property of the Great Western Company all such injury or damage shall forthwith be made good by the Company at their own expense and to the reasonable satisfaction of the said engineer and the Company shall indemnify the Great Western Company from all claims in respect of any such injury damage or interruption and shall make compensation to the Great Western Company for and in respect thereof including compensation payable to any workmen or their legal representatives or dependents :
- (6) In the event of the Company failing to make good such injury or damage as aforesaid or failing to maintain all such works (where they pass under over or in any way affect the railways or other property of the Great Western Company) in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer or in case of emergency of which the said engineer shall be the sole judge the Great Western Company may make good the same and make and do in and upon as well the lands of the Company as their own lands all such repairs and things as may be reasonably requisite and recover the reasonable expense thereof (including compensation payable to any workmen or their legal representatives or dependents) from the Company :
- (7) If it should be necessary during the construction of any works authorised by this Act or by reason

A. D. 1922.

of the existence of the same to alter any of the telegraph telephone or signal posts or wires or other work or apparatus belonging to or on the railways of the Great Western Company the Great Western Company may effect such alterations and the Company shall repay to them the reasonable expenses incurred by them in and connected with such alterations :

- (8) The Company shall not under the powers of this Act acquire compulsorily any lands of the Great Western Company save and except that the Company may acquire and the Great Western Company on being requested so to do by the Company shall sell to the Company such a right or easement as may be necessary to enable the Company to construct and maintain Work No. 8 by this Act authorised over or under the railways and other property of the Great Western Company and the Company shall pay to the Great Western Company for any right or easement which they may so require the Great Western Company to sell such sum 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 lands otherwise than by agreement :
- (9) The Company shall bear and on demand pay to the Great Western Company the reasonable expenses (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works) of the employment by them during the construction and maintenance of any works under the powers of this Act over under or across the railways or other property of the Great Western Company of a sufficient number of inspectors signalmen or watchmen to be appointed by the Great Western Company for watching and protecting the said railways and the conduct of the traffic thereon with reference to and during the execution and

maintenance of the said works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employ of the Company or their contractors : A.D. 1922.

- (10) If the Great Western Company at any time or times hereafter require of which they shall be the sole judges to construct any additional or other works upon their lands or railways or to extend alter or repair their railways or other property upon across over or under which any of the works of the Company may have been constructed or laid the Great Western Company may after giving to the Company fourteen days' notice in writing under the hand of their secretary or general manager or in case of emergency of which the said engineer shall be the sole judge after giving such notice as is possible divert support or carry the said works of the Company across over or under their railways or other property 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 and so as not to interrupt or interfere with the supply of water more than may be necessary without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works or any such interruption or interference Provided that any works executed by the Great Western Company under this subsection shall be executed to the reasonable satisfaction of the Company :
- (11) Any additional expense which the Great Western Company may reasonably and properly incur in carrying into effect the works referred to in the last preceding subsection by reason of the existence of the works of the Company laid or executed under the powers of this Act upon across over or under the same shall be paid by the Company :
- (12) The Company shall not without the previous consent of the Great Western Company exercise

A.D. 1922.

the powers conferred on them by the sections of this Act of which the marginal notes are "Telephonic wires and apparatus in streets" and "As to communication pipes" in respect to any street which is the property of the Great Western Company but such consent shall not be unreasonably withheld :

- (13) Nothing in this section contained shall prejudice alter or affect the rights of the Great Western Company or the Company under any agreement between them relating to the mains pipes or other works of the Company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (14) Except as in this section otherwise expressly provided any difference arising between the Company and the Great Western Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request 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.

For protection of London and North Western Railway Company.

35. The provisions of subsection (10) of section 27 (For protection of London and North Western Railway Company) of the Act of 1915 shall extend and apply to the execution by the Company of any works under the powers of the section of this Act the marginal note whereof is "Telephonic wires and apparatus in streets."

For protection of Birmingham District Power and Traction Company Limited and Wolverhampton District Electric Tramways Limited.

36. The following provisions for the protection of the Birmingham District Power and Traction Company Limited and the Wolverhampton District Electric Tramways Limited (each of whom is in this section referred to as "the tramway company") shall unless otherwise agreed in writing between the Company and the tramway company have effect in relation to the exercise by the Company of the powers of executing works conferred by this Act (that is to say) :—

- (1) In this section the expression "tramway" shall mean any tramway or light railway of or leased

to the tramway company and shall include any posts cables wires or other apparatus connected therewith : A.D. 1922.

(2) (a) Fourteen days before commencing to construct any works under the powers of this Act which are to be constructed across under or along any road or part of a road repairable by the tramway company or within fifteen feet of any tramway (in this section called "the said works") the Company shall deliver to the tramway company plans sections and specifications of the said works and if within fourteen days from such delivery the tramway company do not approve the same or state their reasonable requirements with respect thereto they shall be deemed to have approved thereof ;

(b) The said works shall be constructed in accordance with the said plans sections and specifications as approved or settled by arbitration and under the superintendence (if given) and to the reasonable satisfaction of the tramway company ;

(c) If during the execution or within six months after the completion of the said works any subsidence of any tramway or any such road or part of a road as aforesaid shall be caused by such execution the Company shall pay to the tramway company compensation for any loss occasioned by reason of such subsidence :

(3) Any difference arising between the tramway company and the Company under this section shall be determined by arbitration :

(4) The approval by the tramway company of any plans sections or specifications or the superintendence by the tramway company of any works under the provisions of this section shall not exonerate the Company from any liability or affect any claim for damages under such section or otherwise.

37. The agreement set out in the Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto

Confirmation of agreement

A.D. 1922. accordingly subject to such modifications (if any) as may
with Isaiah be agreed between the said parties in writing under their
Platt. respective common seals.

Extension of 38. The period limited by section 11 (Period for
time for completion of works) of the Act of 1915 for the completion
works under of the works authorised by that Act is hereby extended
Act of 1915. until the expiration of five years after the passing of
this Act.

CHARGES.

Rates for 39.—(1) From and after the twenty-fourth day of
supply for June one thousand nine hundred and twenty-two the
domestic following provisions shall have effect in lieu of section 34
purposes. (Rates at which water is to be supplied for domestic
purposes) of the Act of 1853 (that is to say):—

The Company shall at the request of the owner or occupier of any house or part of a house entitled under the provisions of the Acts and any Order for the time being relating to the Company to demand a supply of water for domestic purposes furnish to such owner or occupier a sufficient supply of water for such domestic purposes at rates on the annual value of the house or part of a house not exceeding the rates hereinafter specified (that is to say):—

Where the annual value of the house or part of the house supplied does not exceed ten pounds the rate of fifteen and a half per centum per annum;

Where such annual value exceeds ten pounds but does not exceed twenty pounds the rate of thirteen per centum per annum;

Where such annual value exceeds twenty pounds the rate of eleven per centum per annum;

and the South Staffordshire Waterworks Acts and Order 1853 to 1922 shall be read and have effect accordingly Provided that the Company shall not be required to supply any premises with water at a less sum than fifteen shillings and eightpence per annum:

Provided also that the sum payable as water rate in respect of any house or part of a house shall not be less than that in respect of a house or part of a house assessed at the maximum value on which the next higher rate per centum is chargeable. A.D. 1922.

(2) In addition to the foregoing charges the Company may charge in respect of every water-closet beyond the first (for which no additional charge shall be made) on any premises within the limits of supply a sum not exceeding ten shillings per annum and for every fixed bath capable of containing not more than sixty gallons a sum not exceeding ten shillings per annum and for every fixed bath capable of containing more than sixty gallons such sum as the Company may think fit and such additional sum or sums shall be paid quarterly in advance and be recoverable in all respects with and as the water rate.

40. The Company shall at the request of the owner or occupier of a dwelling-house or building or part of a dwelling-house or building which is used otherwise than only as a private dwelling-house furnish to the occupier of such dwelling-house or building or part thereof a sufficient supply of water by meter for the domestic use of such occupier. Provided the Company may require that the sum to be paid in any one quarter for such supply shall not be less than the sum which would have been payable had the dwelling-house or building or part thereof been a private dwelling-house. Supply to dwelling-houses not used only as such.

41. In the event of the Minister of Health being satisfied that the cost of labour and materials or other circumstances affecting the undertaking have substantially altered he may if he thinks fit on the application of the Company or of a local authority having jurisdiction within the limits of supply made at any time after the expiration of three years from the passing of this Act by order vary either by way of increase or decrease the rates for the supply of water by this Act authorised: Revision of rates.

Provided that the rates prescribed in any such order shall be of such respective amounts as to provide (after paying all proper expenses of and in connection with the working management and maintenance of the undertaking and making good depreciation and paying all other costs

A.D. 1922. — charges and expenses (if any) properly chargeable to revenue) a reasonable return on the capital stock of the Company :

Provided also that the rates for the time being in force under any such order may in the like event be varied in like manner at any time after the expiration of any or every period of five years after they were last altered.

Supply to houses partly used for trade &c.

42. The Company shall not be bound to supply with water otherwise than by measure any building used by an occupier as a dwelling-house whereof any part is used by the same occupier for any trade or manufacturing purpose for which water is required and the minimum quarterly charge for a supply of water by measure to any such premises shall be one-fourth of the annual amount which would be payable for a domestic supply furnished to a dwelling-house of the same annual value.

Rates payable by owners of small houses.

43. Where a house supplied with water is let to monthly or weekly tenants or tenants holding for any other period less than a quarter of a year the owner instead of the occupier shall if the Company so determine pay the rate for the supply but the rate may be recovered from the occupier and may 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.

Price for supply by measure.

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

(2) The price to be charged for a supply of water by measure shall not exceed two shillings and fourpence per thousand gallons :

Provided that the sum payable in respect of any quarter of a year for any supply by measure (including meter rent) shall in no case be less than twenty shillings. A.D. 1922.

45. From and after the twenty-fourth day of June one thousand nine hundred and twenty-two section 35 (Rate for supply of water for public purposes) of the Act of 1893 and section 48 (Supply to schools of local education authorities) of the Act of 1909 shall be read and have effect as if the words "twelve pence per thousand gallons" had been inserted in the said section 35 instead of the words "seven pence halfpenny per thousand gallons." Amending provisions as to supply for public purposes.

46. Nothing contained in the agreement of the thirtieth day of January one thousand nine hundred and eleven made between Arthur Turner of the one part and the Company of the other part shall be deemed to extend to (a) any part of the Bourne Vale Estate therein referred to which has been since the date of the said agreement or shall be developed for building purposes nor (b) to any dwelling-house or building which has since the date of the said agreement or which shall hereafter be erected on the said estate otherwise than by way of re-erecting a dwelling-house or building which was existing thereon at the date of the said agreement. Varying agreement with Arthur Turner.

SUPPLY OF WATER.

47. From and after the expiration of six months after the passing of this Act the Company shall not be bound to supply more than one house by means of the same communication pipe and they may if they think fit require that a separate pipe be laid from the main into each house supplied by them with water: Company need not supply several houses by one pipe.

Provided that where and so long as a group or block of houses existing at the passing of this Act belongs to one and the same owner and such owner is liable for the payment of the water rates and charges in respect of such houses he may at his option have one sufficient communication pipe for all or any two or more of the houses comprised in such group or block and in that case he shall be deemed to be a person supplied with water by the Company.

[Ch. lxxxii.] *South Staffordshire* [12 & 13 GEO. 5.]
Waterworks Act, 1922.

A.D. 1922.
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Amending
section 35 of
Waterworks
Clauses Act
1847.

48. The provisions of section 35 of the Waterworks Clauses Act 1847 shall in their application to the Company be read and construed as if the one-tenth part of the expense of providing and laying down pipes mentioned in that section were one-seventh part of such expense and as if the period of three years mentioned in that section were five years.

Penalty for
closing
valves and
apparatus.

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

As to com-
munication
pipes.

50.—(1) For the purpose of complying with any obligation under the Waterworks Clauses Act 1847 or under any other Act relating to the Company to maintain any pipe or apparatus used for the supply of water from the works of the Company the person liable to maintain the same shall subject to the conditions of sections 48 to 52 of the Waterworks Clauses Act 1847 in relation to the laying of communication pipes have the like power to open the ground as is conferred upon him by those sections in relation thereto.

(2) The Company may by agreement with any owner or occupier entitled or required to lay maintain repair or remove any pipe or apparatus and for that purpose to open or break up any street in the limits of supply execute such works on behalf of such owner or occupier but subject to any obligations of such owner or occupier in relation to the execution of such works and any expenses incurred by the Company in so doing shall be repaid to them by the owner or occupier with whom the agreement is made.

Company to
connect
communica-
tion pipe
with mains.

51. Notwithstanding anything contained in any Act relating to the Company the Company shall have the exclusive right of executing any works on any of the water mains of the Company for connecting any communication or service pipe therewith and the Company shall

on the request of the owner or occupier of any premises who is entitled to be supplied with water by the Company execute on any such main any work which shall be necessary to connect the communication or service pipe of such owner or occupier therewith but subject to any obligations of such owner or occupier in relation to the execution of such work and any expenses incurred by the Company in so doing shall be paid to the Company by the owner or occupier so requesting and shall be recoverable as a civil debt. A.D. 1922.

52. When several houses or parts of houses in the occupation of several persons are supplied by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair of such pipe and their respective proportions of contributions shall be settled by the engineer of the Company. Maintenance of common pipes.

53.—(1) The Company may enter into and carry into effect agreements made with any company or person having authority to enter into and carry into effect any such agreement for the purchase of water in bulk by the Company for such price and on such terms and conditions and for such period as may be agreed upon and any water so purchased may be used by the Company for the purpose of the undertaking: Purchase of water in bulk.

Provided that the Company shall not at any time enter into or carry into effect any agreement for the purchase in bulk of water which may arise or be obtained or procured from any area within two miles from the well and pumping station of the Bilston Urban District Council at Bratch in the parish of Wombourne except with the previous consent in writing of that council which consent may be given for such period and on such terms and conditions as that council may think fit but nothing in this provision shall be deemed to prevent the Company from purchasing any quantity of water which is procured from the pit shaft at the Baggeridge Colliery in the parish of Sedgley not exceeding a maximum quantity of three hundred and fifty thousand gallons per day.

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(2) The Company shall duly record the quantity of water pumped from the pit shaft at the said Baggeridge Colliery and keep daily records in writing of the quantity so pumped and the clerk of the Bilston Urban District Council or any officer or other agent of the council duly authorised by him in writing for the purpose shall be at liberty at any reasonable time to inspect and take copies of the said records or any part thereof and any such officer or other agent as aforesaid may at all reasonable times inspect the pumping works used by the Company at the said pit shaft or any works connected therewith and test any recording apparatus thereat and may also take any necessary gaugings of the water thereat and the Company shall afford to such clerk officer or other agent all reasonable facilities for carrying out such inspection testing or taking of gaugings as aforesaid.

The Company shall also furnish to the Bilston Urban District Council in the month of January every year a return in writing showing the total quantity of water pumped at the said pit shaft during each day during the year ending on the thirty-first day of December then last preceding.

FINANCIAL PROVISIONS.

Additional capital.

54. The Company may from time to time raise by the creation and issue of further ordinary or preference stock additional nominal capital to such amount as shall be sufficient to produce after taking into account the premiums or discounts (if any) on the issue or re-issue thereof any sum not exceeding in the whole three hundred thousand pounds Provided that it shall not be lawful for the Company to create and issue under the powers of this section any greater nominal amount of capital than shall be sufficient after taking into account premiums and discounts (if any) as aforesaid to produce the sum of three hundred thousand pounds.

New capital to rank with existing capital of same class.

55. Except as by this Act is otherwise provided any ordinary or preference stock created under the section of this Act of which the marginal note is "Additional capital" 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 such ordinary or preference stock were

respectively part of the ordinary or preference stock of the Company Provided that except as may be otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any such preference stock. A.D. 1922.

56.—(1) All ordinary and preference stock created under the powers of the section of this Act of which the marginal note is “ Additional capital ” shall be issued in accordance with the provisions of this section. New stock to be sold by auction or tender.

(2) All 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 shall from time to time determine Provided as follows :—

- (a) Notice of the intended sale shall be given in writing to the clerk of each local authority (other than a county council not being the council of a county borough) within the limits of supply and to the secretary of the Birmingham Stock Exchange at least seven 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 limits of supply :
- (b) A reserve price (which may be disclosed by the Company) shall be fixed and notice thereof shall be sent by the Company in a sealed letter to be received by the Board of Trade not less than twenty-four hours before 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 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 except that if any offer by tender of any holder or holders of stock in the Company be the same in amount as any offer made by any other person the offer of such holder or holders of stock shall be accepted in preference and in the case of a sale by auction a bid

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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 within three months after the date of the auction or of the acceptance of the tender as the case may be.

(3) Any stock which has been so offered for sale and is not sold may be offered at the reserve price to the holders of ordinary or preference stock of the Company in accordance with the provisions of sections 18 19 and 20 of the Companies Clauses Act 1863 and to the employees of the Company and to the consumers of water supplied by the Company in such proportion as the 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 stock that if the aggregate amount of 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.

(4) Any stock which has been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and is 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 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 shall send a report thereof to the Board of Trade stating the total amount of the respective stock sold the total amount obtained as premium (if any) and the highest and lowest prices obtained for the respective stock.

Borrowing
in respect of
issued
capital.

57. The Company may without being required to obtain the certificate of a justice of the peace under the fortieth section of the Companies Clauses Consolidation Act 1845 borrow on mortgage of the undertaking or raise by the creation and issue of debenture stock any sum not

exceeding (together with the moneys which at the passing of this Act have been so borrowed or raised) six hundred and twenty-one thousand three hundred and twenty-five pounds.

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—

58. The Company may from time to time subject to the provisions of this Act borrow on mortgage of their undertaking any sum or sums not exceeding in the whole one-half of the amount of the additional capital which at the time of borrowing has been created and issued under the powers of the section of this Act of which the marginal note is "Additional capital" but no sum shall be borrowed in respect of any capital so raised until the Company shall have proved to a justice of the peace before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the stock at the time issued together with any premiums (if any) realised on the sale thereof has been duly paid up.

Power to borrow.

59. All mortgages granted by the Company 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 under which such mortgages were respectively granted have priority over any mortgages granted by the Company by virtue 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 the Company.

Existing mortgages to have priority.

60. All moneys raised under this Act including premiums 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 stock under the provisions of this Act shall not be considered as part of the capital of the Company entitled to dividend.

Application of money.

61. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 and of section 37 of the Act of 1891.

Power to create debenture stock.

62. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the

Priority of money raised on

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—
mortgage or
debenture
stock over
other
claims.

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

Appoint-
ment of
receiver.

63. Section 39 (For appointment of receiver) of the Act of 1915 is hereby repealed as from the passing of this Act but without prejudice to any appointment heretofore made or to the continuance of any proceedings then pending.

The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver 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 than ten thousand pounds in the whole.

Receipt in
case of per-
sons not sui
juris.

64. If any money is at any time payable by the Company to a shareholder stockholder mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian committee or receiver of his estate shall be a sufficient discharge to the Company.

As to
authorised
but unissued
capital and
dividends
thereon and
on new
preference
capital.

65.—(1) Section 8 (Limit of dividend on new capital) of the Order of 1901 section 53 (Limit of dividend) of the Act of 1909 and section 35 (Limit of dividend) of the Act of 1915 shall so far as they relate to any additional capital of the Company authorised by that Order or those Acts which has not been issued be read and have effect as if the word "eight" were inserted in those sections respectively instead of the word "seven."

(2) Notwithstanding anything contained in any Act or Order relating to the Company the Company may create and issue as preference capital with a dividend at such rate as the directors may determine at the time or times of the issue thereof any capital which the Company are by the Order of 1901 the Act of 1909 or the Act of 1915 authorised to create and issue as ordinary or preference capital and which the Company have not at the passing of this Act created and issued and that notwithstanding any resolution already passed relating to the creation and issue of such capital Any preference capital authorised by this Act may bear a dividend at such rate as the directors may determine at the time or times of the issue thereof.

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66. Until the charges for the supply of water for domestic purposes by this Act authorised are first revised under the provisions of the section of this Act of which the marginal note is "Revision of rates" the following provisions shall apply and have effect—

Conditions
as to pay-
ment of
dividends.

(a) So long as the charges made by the Company for water for domestic purposes shall be at the respective rates for the several classes of houses or parts of houses mentioned in subsection (1) of the section of this Act whereof the marginal note is "Rates for supply for domestic purposes" the dividends payable by the Company on their ordinary stock in any year shall not exceed six pounds ten shillings in respect of every one hundred pounds actually paid up of such stock :

(b) If during the whole of either of the half years in any financial year of the Company the charges made by the Company shall have been less by one-half per centum than the said respective rates the dividends which the Company may pay for such year on their ordinary stock may be increased above the rate of six pounds ten shillings per centum per annum by one quarter per centum and if during the whole of any such financial year the charges made by the Company shall have been less by one-half per centum than the said respective rates the dividends which the Company may pay for such year on their ordinary stock may be increased above the

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rate of six pounds and ten shillings per centum per annum by one-half per centum :

- (c) If during the whole of either of the half years in any financial year of the Company the charges made by the Company shall have been less than the said respective rates by more than one-half per centum the dividends which the Company may pay for such year on their "A" stock may be increased above the rate of six pounds ten shillings per centum per annum by one quarter per centum in respect of every one-half per centum by which such charges have been less than the said respective rates of charge during such half year and if during the whole of any such financial year the charges made by the Company shall have been less than the said respective rates by more than one-half per centum the dividend which the Company may pay for such year on their "A" stock may be increased above the said rate of six pounds and ten shillings per centum per annum by one-half per centum in respect of every one-half per centum by which such charges have been less than the said respective rates of charge during such year :
- (d) The Company shall not pay a higher rate of dividend than seven pounds per centum per annum upon any class of ordinary stock other than their "A" stock.

As to issue of redeemable preference capital.

67.—The directors may from time to time notwithstanding the provisions of any Act or Order relating to the Company and without further authority than is given by this section raise by the issue of redeemable preference stock any portion of the capital which the Company are or may be authorised whether under this Act or otherwise to raise as redeemable preference capital and the provisions of this or any previous Act or Order relating to the mode of issue of stock of the Company shall not apply to the issue of any such redeemable preference stock.

Power to borrow in respect of

68. The provisions of the South Staffordshire Waterworks Acts and Order 1853 to 1915 relating to the borrowing of money on mortgage of the undertaking or

by the creation and issue of debenture stock shall be read and construed as if the Company were by those Acts and that Order authorised to borrow on mortgage of the undertaking or to raise by the creation and issue of debenture stock one-half part of the amount of the ordinary and preference capital which at the time of borrowing has been raised under the powers of those Acts and that Order.

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—
authorised
capital.

69. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they are already authorised to raise and have raised and which may not be required by them for the purposes for which the same were authorised to be raised.

Application
of existing
capital.

70.—(1) The Company may create and issue all or any of the preference stock which they are authorised to raise by any previous Act or Order of the Company or any such Act or Order as amended by this Act and which they have not raised at the passing of this Act and all or any preference stock which they are authorised by this Act to raise and may create and issue all or any debenture stock which they are authorised to create and issue by any previous Act or Order of the Company or by any such Act or Order as amended by this Act and which they have not created and issued at the passing of this Act and all or any debenture stock which they are authorised by this Act to create and issue so as to be redeemable on such terms and conditions as may be specified in a resolution of the Company passed by a special meeting convened for the purpose.

Issue of
redeemable
preference
capital and
debenture
stock.

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

- (a) Call in and pay off the stock or any part thereof at any time before the fixed date of redemption; and
- (b) Redeem the stock or any part thereof either by paying off the stock or by issuing to any stockholder subject to his consent other stock in substitution therefor and may for the purpose of providing money for paying off the stock or of providing substituted stock create and issue new stock (either redeemable or irredeemable) or re-issue stock originally created and issued under

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this section Provided that the creation and re-issue for the purpose of any particular class of stock does not make the total nominal amount of such stock exceed the amount of that class of stock which the Company are for the time being authorised to create save so far as such creation and issue is for the purpose of paying off stock created and issued under the provisions of this section or of providing stock substituted for the same thereunder.

(3) The Company shall not redeem out of revenue any preference stock or debenture stock created under this section.

Application
of profits
over
authorised
dividend.

71. If the clear profits of the undertaking in any year (after appropriating and setting apart such sum or sums (if any) as may be determined under the Acts and Order relating to the Company to any fund or funds by those Acts and that Order authorised) amount to a larger sum than is sufficient to pay the dividend on the preference capital and dividends at the authorised rates on the ordinary capital of the Company the excess may be carried to the credit of the divisible profits of the undertaking for the next following year :

Provided that the sum standing to the credit of such divisible profits shall not at any time exceed the sum of thirty thousand pounds.

As to back
dividends.

72. The Company shall not make any payments on account of dividends in arrear prior to the first day of January one thousand nine hundred and fourteen nor shall the Company apply in the payment of dividends in arrear at the date of the passing of this Act any moneys other than moneys forming part of the revenue of the Company for any year or years during which the rates and charges levied by the Company have not exceeded by more than fifty per centum the rates and charges levied by the Company in the year one thousand nine hundred and fourteen.

Limiting
contingency
fund.

73. Notwithstanding anything contained in the Waterworks Clauses Act 1847 or in section 122 of the Companies Clauses Consolidation Act 1845 the moneys standing to the credit of any contingency depreciation

or reserve fund formed by the Company shall not at any time exceed the sum of one hundred thousand pounds in the aggregate. A.D. 1922.

MISCELLANEOUS.

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

75. The directors may subscribe or make donations to infirmaries or hospitals and to convalescent homes and similar institutions and to the benevolent and sick funds of the employees of the Company and may for any of those purposes apply the funds and revenues of the Company. Power to directors to make donations &c.

76. The prescribed number of auditors shall be two but the number may be increased to three by a resolution of the Company passed at a general meeting or the Company may at any time and from time to time appoint any firm to be the auditors of the Company. The auditors or in the case of a firm being so appointed as auditors the members of such firm shall be persons who are members of the Institute of Chartered Accountants or the Society of Incorporated Accountants and Auditors or who are accountants approved by the Board of Trade and the auditors need not hold stock of the Company but nothing in this section shall prevent any person who at the date of the passing of this Act is an auditor of the Company continuing to act as such auditor. If and so long as a firm appointed under the provisions of this section are the auditors of the Company the provisions of this Act and of any Act incorporated therewith relating to the prescribed number of auditors shall not apply to the Company. Auditors.

77. At all meetings of the Company every holder of ordinary stock of the nominal value of fifty pounds or more and where voting rights attach to any preference stock every holder of such preference stock of such nominal value or more and every holder of any such ordinary stock and any such preference stock which are Voting rights.

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A.D. 1922. together of such nominal value or more shall be entitled to one vote in respect of every fifty pounds nominal value of such stock or stocks up to the nominal value of two hundred and fifty pounds thereof and shall have an additional vote for every further amount of such stock or stocks of the nominal value of two hundred and fifty pounds held by him.

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

78. From and after the passing of this Act no person not being a retiring director of the Company shall be eligible to be elected at any general meeting of the Company a director of the Company unless notice in writing is given to the secretary or left at the principal office of the Company fourteen days at least before the day of election that such person will be proposed for election as a director of the Company and the secretary of the Company shall during such fourteen days and on the day of election fix a copy of every such notice so delivered in some conspicuous place in such office Any such person must have been the holder of the qualifying amount of stock for at least three months prior to his election In the case of a retiring director or directors notice of opposition to his or their re-election shall be given in like manner.

Directors may determine remuneration of secretary and auditors.

79. In addition to the powers which the directors may exercise under the Companies Clauses Acts 1845 to 1880 they may from time to time determine the remuneration of the secretary and auditors of the Company.

Fittings on hire to remain property of Company.

80. All engines fittings apparatus and appliances (in this section referred to as "fittings") let by the Company on hire or under hire-purchase agreements under any statutory powers shall notwithstanding that they be fixed or fastened to any part of any premises in which they may be situate or to the soil under any such premises at all times continue to be the property of and be removable by the Company Provided that such fittings are marked or impressed with a sufficient mark or brand indicating the Company as the actual owners thereof Provided also that nothing in this section shall affect the amount of the assessment for rating for any premises upon which any such fittings are or shall be fixed.

81. Where the payment of more than one sum by any person is due under the South Staffordshire Waterworks Acts and Order 1853 to 1922 or any of them any summons or warrant issued for the purposes of any of those Acts or that Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him. A.D. 1922.
Several sums in one summons.

82. A judge of any court or a justice shall not be disqualified from acting in the execution of the South Staffordshire Waterworks Acts and Order 1853 to 1922 or any of them by reason of his being liable to any rate. Liability to water rate not to disqualify justices from acting.

83. Penalties imposed under the South Staffordshire Waterworks Acts and Order 1853 to 1922 or any of them and the Acts wholly or in part incorporated therewith for one and the same offence shall not be cumulative. Penalties not cumulative.

84. Save as is otherwise by this Act expressly provided all offences against the South Staffordshire Waterworks Acts and Order 1853 to 1922 or any of them and all penalties forfeitures costs and expenses imposed or recoverable under those Acts and that Order 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 recoverable as penalties but may be recovered summarily as civil debts. Recovery of penalties &c.

85. Proceedings for the recovery of any demand made under the authority of the South Staffordshire Waterworks Acts and Order 1853 to 1922 or any of them or any incorporated enactment whether provision is or is not made for the recovery thereof in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action. Recovery of demands.

86.—(1) Section 16 (Limit of interest on money borrowed) of the Order of 1901 and section 47 (Price of supply by measure) of the Act of 1909 are hereby repealed. Repeal.

(2) Section 34 (Rate at which water is to be supplied for domestic purposes) of the Act of 1853 shall be repealed as from the date of the coming into operation of the section of this Act of which the marginal note is "Rates

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A.D. 1922. — for supply for domestic purposes” Provided that the repeal of the said section shall be without prejudice to the right of the Company to recover rates or charges or arrears of rates or charges due or accruing due to the Company at such date.

Costs of Act. **87.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act. A.D. 1922.

THIS AGREEMENT made the sixth day of May one thousand nine hundred and twenty-two between ISAIAH PLATT of Gothersley Stourton near Stourbridge in the county of Stafford (hereinafter called "the owner") of the one part and THE SOUTH STAFFORDSHIRE WATERWORKS COMPANY (hereinafter called "the Company") of the other part.

Stamp.



WHEREAS the Company are promoting in Parliament in the session of one thousand nine hundred and twenty-two a Bill (hereinafter referred to as "the Bill") intituled "A Bill for authorising the South Staffordshire Waterworks Company to construct new works and to raise additional capital for increasing the charges of the Company and for other purposes":

And whereas by the Bill the Company seek among other things compulsory powers of purchase over the lands of the owner which are described in the First Schedule hereto and delineated and edged with green on the plan annexed hereto and are hereinafter referred to as "the scheduled lands":

And whereas the scheduled lands belong to the owner in fee simple and form part of a larger freehold estate of the owner upon which are situated the several buildings which are described or mentioned in the Second Schedule hereto and are respectively shown upon the plan hereto annexed in the manner indicated in the said Second Schedule and are hereinafter referred to as "the scheduled buildings":

And whereas there are certain wells belonging to the owner which are situate at or adjoin the scheduled buildings and constitute the sources of water supply for those buildings respectively and for other parts of the said estate:

And whereas the said estate and the scheduled buildings and the said wells are situate within a radius of two and a half miles from the Ashwood Pumping Station (Work No. 7) and the Hinksford Pumping Station (Work No. 11) of the Company authorised by the South Staffordshire Waterworks Act 1909 and also within the area referred to in section 26 of that Act as "the Seisdon protected area" and the owner is therefore entitled to the benefit of certain protective rights under sections 18 and 26 of the said Act in respect of the said estate and buildings and wells:

And whereas the owner alleges that the said wells have been injuriously affected and the supply of water from the said wells

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A.D. 1922. has been diminished by reason of the pumping operations of the Company at the said Ashwood and Hinksford Pumping Stations :

Now it is hereby agreed between the parties hereto as follows :—

1. In consideration of the sum of twenty-five pounds already paid by the Company to the owner (the receipt whereof the owner hereby acknowledges) and in consideration of the undertaking by the Company of the obligations and engagements on their part hereinafter contained the owner hereby agrees :—

(a) That the Company shall have the option or right of purchasing from the owner the scheduled lands or any part thereof and the inheritance thereof in fee simple in possession free from incumbrances and all mines and minerals thereunder upon the terms and conditions hereinafter mentioned such option shall be exercised by notice in writing to be given by the Company to the owner or left for him at his usual or last known place of abode in England or Wales the latest date for the giving of such notice shall be the first day of September one thousand nine hundred and twenty-two :

(b) That the Company shall be entitled before the last-mentioned date and notwithstanding that the said option may not have been exercised to sink a trial borehole at and within such part as they may select of the field numbered 147 on the plan hereto annexed and forming part of the scheduled lands and to proceed with the sinking thereof forthwith after the execution of these presents and the owner shall afford to the Company all reasonable facilities within his power for and in relation to such sinking.

2. The terms and conditions of purchase hereinbefore referred to are as follows :—

(a) The price shall be calculated at the rate of one hundred pounds per acre of the lands to be purchased :

(b) The purchase shall be completed at the office of Messrs. Pinsent & Company 6 Bennetts Hill Birmingham within one calendar month after the giving of the said notice of exercise of the option to purchase and the Company shall thereafter be entitled to the possession of the lands to be purchased all outgoings up to the day of completion being cleared by the owner :

(c) The title shall commence with an indenture of conveyance dated the third day of April one thousand nine hundred and fourteen and made between Paul Henry Foley of the first part Henry Knollys Foster Vincent Frisby and Sir Charles Roderick Hunter of the second part and Isaiah Platt of the third part :

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(d) Upon the payment of the purchase money at the time and in manner aforesaid the owner and all other necessary parties (if any) shall make and execute to the Company a proper assurance of the lands to be purchased such assurance to be prepared by and at the expense of the Company :

(e) All timber (including ash plantation) at any time growing upon the scheduled lands shall be deemed to be excluded from the purchase and shall remain the property of the owner provided that it is cut down and removed not later than six calendar months after the date of the completion of the purchase and the owner shall be entitled to all necessary rights of entry upon the scheduled lands up to the expiration of the said six calendar months for the purpose of cutting down and removing any such timber :

(f) As soon as possible after the completion of the purchase the Company shall plant a double row of quicks with a belt of softwood trees not less than seven yards in width along the whole of the north side of the scheduled lands and shall protect and preserve the same until grown so as to form an effective cattle fence.

3. The Company shall supply to the owner a geological section showing fully and accurately the nature extent and situation of the different strata met within the sinking of the said trial borehole and also copies of all reports of the engineers and their experts of or employed by the Company with respect to the said borehole or the use of the scheduled lands for the purpose of procuring a supply of water.

4. The Company shall as soon as possible commence and shall thereafter in perpetuity continue to supply to and at the scheduled buildings for the use of such buildings and the adjoining lands of the owner in such proportions as may be required for the purposes of such buildings and lands respectively water under such pressure as is hereinafter mentioned constantly laid on from the Company's undertaking to a total amount equal to three thousand gallons per day of twenty-four hours together with such further quantity as may from time to time be necessary to provide for the requirements of the scheduled buildings and lands and the Company forthwith upon being so called upon shall at their own expense lay all mains and pipes and construct and provide all other works and apparatus necessary for enabling them to give the said supply to and at the scheduled buildings respectively and shall thereafter at their own expense maintain the said mains pipes works and apparatus Provided always that the Company shall not be liable for any temporary failure of supply if such failure is due to breakdown of machinery frost or other unavoidable accident and is remedied by the Company with the utmost possible expedition.

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Waterworks Act, 1922.

A.D. 1922.

5. Such supply of water as is provided for under the last preceding clause shall as regards the minimum quantity of three thousand gallons per day be given by the Company free of charge and as regards any excess above that quantity shall be charged for by the Company and paid for by the owner at rates not exceeding the ordinary current rates charged by the Company for the time being within their limits of supply for supplies by measure and in applying any sliding scale of the Company the said minimum quantity of three thousand gallons per day and any further quantity of water from time to time supplied by the Company hereunder shall be taken into account so that the owner may derive the benefit of such scale as if he were an ordinary consumer by measure of that quantity of water within the Company's limits of supply. The Company shall at their own expense provide and maintain proper and accurate meters for measuring the quantity of water supplied and shall render to the owner quarterly accounts showing in sufficient detail the quantity supplied and any amount due in respect thereof. The owner shall be entitled at all reasonable times by himself or his duly authorised agent to inspect the meters and the records taken therefrom and in case of any doubt arising as to the accuracy of any meter may require the Company to have the same tested and to produce to the owner the results of the test. Any amount becoming due to the Company in respect of the supply of water hereunder for any quarter shall be paid by the owner within three calendar months after delivery of the account thereof by the Company.

6. The pressure at which the water to be supplied hereunder shall be delivered by the Company shall be the pressure which would apply if the scheduled buildings supplied were within the limits of supply of the Company.

7. If the Company shall fail duly to commence or after commencing shall fail at any time duly to continue the supply of water hereinbefore provided for the Company shall thereupon become responsible in perpetuity for maintaining at all times a supply of water in the said wells at or adjoining the scheduled buildings to the depth of water respectively set forth opposite the descriptions of the scheduled buildings in the Second Schedule hereto and the Company shall at their own expense execute all such works by way of deepening such wells or making borings therein or headings therefrom or otherwise as may be necessary for enabling the Company to ensure the maintenance at all times of the said respective depths of water. Provided that nothing in this clause shall prejudice the owner in pursuing any right or remedy to which he may be entitled in respect of such failure to commence or continue the supply of water.

8. Except so far as regards anything expressly herein provided for neither the making nor the carrying out of this agreement nor anything in these presents contained shall operate so

as to derogate from or prejudice any rights powers protections privileges or interests which the owner is or may become entitled to under the South Staffordshire Waterworks Act 1909 or to relieve the Company from any obligation under that Act. A.D. 1922.

9. This agreement shall be scheduled to and confirmed by the Bill and all proper provisions shall be introduced into the Bill for confirming this agreement and conferring upon the Company any powers necessary for enabling them to carry the same into effect and the Company shall use their best endeavours to secure the enactment of those provisions. This agreement is also made subject to such alterations as Parliament may think fit to make therein but if any Committee on the Bill make any material alteration in this agreement it shall be competent to either of the parties to this agreement to withdraw from the same. Nothing in these presents contained shall preclude the owner from opposing the Bill in the Second House if he so thinks fit upon any matter not expressly and completely covered by the provisions of this agreement nor shall the owner be in any way prejudiced in any such opposition by reason of his entry into this agreement.

10. Subject to any express provisions of this agreement the drafts of any clauses intended to be inserted in the Bill with respect to this agreement or the carrying out of the purposes thereof and the drafts of any agreements deeds or other documents which may be required for giving effect to this agreement shall be prepared by the Company's solicitors or agents and submitted to the owner's solicitors or agents for approval and in the event of the parties hereto or their respective solicitors or agents being unable to agree upon the form of any such clauses or documents the form shall be settled by a counsel to be nominated by the President of the Incorporated Law Society on the application of either of the parties hereto.

11. The Company shall pay all reasonable costs and expenses of the owner of and incident to the preparation and execution of this agreement and any negotiations leading thereto and of and incident to the confirmation of this agreement by Parliament and proceedings connected therewith and of and incident to the preparation approval and execution of any documents and the taking of any other steps for the purpose of giving effect to the provisions of this agreement.

12. Save as otherwise in this agreement expressly provided any difference which may arise between the parties hereto touching this agreement or anything to be done or not to be done thereunder shall be referred to arbitration in manner provided by the Arbitration Act 1889 or any statutory modification thereof for the time being in force.

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Waterworks Act, 1922.

A.D. 1922.

In witness whereof the owner has hereto set his hand and seal and the Company has caused its common seal to be hereunto affixed the day and year first above written.

The **FIRST SCHEDULE** above referred to.

DESCRIPTION OF LANDS.

All those pieces of land lying together in the parishes of Kinver and Kingswinford in the county of Stafford containing together 10·2 acres or thereabouts delineated and edged with green in the plan hereto annexed.

The **SECOND SCHEDULE** above referred to.

Letter on plan.	Description.	Depth of water in well.
A	Gothersley House - - - -	3 feet
B	Gothersley Cottage - - - -	"
C	Deadmoor Cottage - - - -	"
D	Stourton Gorse Cottages (two) - - - -	"
E	Radway Cottages (two) - - - -	"
F	Stourton Fields - - - -	15 feet

Signed sealed and delivered by the above-named ISAIAH PLATT in the presence of—

HARRY WILFRID WILSON
 19 Slaney Road
 Bescot
 Clerk Walsall.

ISAIAH PLATT.
 (L.S.)

The common seal of the SOUTH STAFFORDSHIRE WATERWORKS COMPANY was hereto affixed in the presence of—

H. K. BEALE }
 J. EDWARD WILLCOX } Directors
 J. H. CORNWELL }
 Secretary.

(L.S.)

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