

**CHAPTER lxiii.**

An Act to confer further powers on the Westgate and Birchington Water Company and for other purposes. A.D. 1927
[29th July 1927.]

WHEREAS by the Westgate and Birchington Water Act 1879 the Westgate and Birchington Water Company (hereinafter called "the Company") were incorporated and were authorised to supply water within the limits defined in that Act and further powers were conferred on the Company by the Westgate and Birchington Water Act 1900 and the Westgate and Birchington Water Act 1921 which Acts are in this Act separately referred to as the Act of the year in which it was passed :

And whereas the demands for water within the Company's limits of supply of water have increased and are increasing and it is expedient to authorise the Company to construct additional waterworks :

And whereas it is expedient to confer on the Company further powers with reference to their water undertaking as by this Act provided and to enact the other provisions of this Act :

And whereas plans and sections of the works authorised by this Act and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Kent and are

[Ch. lxi.iii.] *Westgate and* [17 & 18 GEO. 5.]
Birchington Water Act, 1927.

A.D. 1927. hereinafter respectively referred to as the deposited plans
— sections and book of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 :—

Short and
collective
titles.

1.—(1) This Act may be cited as the Westgate and Birchington Water Act 1927.

(2) The Westgate and Birchington Water Acts 1879 to 1921 and this Act may together be cited as the Westgate and Birchington Water Acts 1879 to 1927.

Incorpora-
tion of Acts.

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

The Lands Clauses Acts ;

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).

Interpreta-
tion.

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—

" The Company " means the Westgate and Birchington Water Company ;

" The Act of 1921 " means the Westgate and Birchington Water Act 1921.

Power to
make water-
works.

4.—(1) Subject to the provisions of this Act the Company may in the lines and situations and on and under the lands delineated on the deposited plans and described in the deposited book of reference make and maintain the works hereinafter described and may enter upon take and use all or any of the lands delineated on

the deposited plans relating thereto and described in the deposited book of reference The works before referred to will be situate in the county of Kent and are :— A.D. 1927.

Work No. 1 A well and pumping station wholly in the parish of Acol in the rural district of the Isle of Thanet in the inclosure numbered 29 on the $\frac{1}{2500}$ Ordnance map Kent sheet XXV. 10;

Work No. 2 An adit (No. 1) commencing in the well and pumping station (Work No. 1) and terminating at a point in the inclosure numbered 28 on the said Ordnance map 373 yards or thereabouts in a south south-easterly direction from the south-eastern corner of the East Lodge of Quex Park;

Work No. 3 An adit (No. 2) 410 yards in length wholly in the parish of Acol commencing in the well and pumping station (Work No. 1) and notwithstanding anything shown on the deposited plans and sections terminating at a point 20 feet north of the public footpath on the north-western boundary of the field numbered 55 on the $\frac{1}{2500}$ Ordnance map Kent sheet XXV. 14 third edition 1907;

Work No. 4 An aqueduct (consisting of a conduit or line or lines of pipes) commencing in the said well and pumping station (Work No. 1) and terminating in the parish of Birchington in the rural district of the Isle of Thanet in the existing water tower of the Company.

(2) In addition to the new waterworks above described the Company may on and under the said lands make and maintain all such further wells boreholes and adits in connection with the said pumping station and all such other buildings machinery works and apparatus of whatever character as may be necessary or convenient in connection with or subsidiary to the new waterworks or any of them but nothing in this subsection shall exonerate the Company from any action or indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

5. In the construction of the new waterworks the Company may deviate to any extent within the limits of deviation shown on the deposited plans and vertically Limits of deviation.

A.D. 1927. from the levels shown on the deposited sections not exceeding twenty feet upwards and to any extent downwards Provided that no part of the aqueduct by this Act authorised shall be raised above the surface of the ground except for the purpose of crossing over a stream and except so far as is shown on the deposited sections.

Power to
take waters.

6. The Company may pump collect divert take and use all or any of the underground waters which will or may be taken or intercepted by the pumping station and adits by this Act authorised or any of the wells boreholes adits or works constructed in connection therewith under the powers of this Act.

Period for
completion
of works.

7. If Work No. 1 and Work No. 4 by this Act authorised to be constructed are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto respectively shall cease except as to so much thereof as is then completed Provided that the Company may at any time after the expiration of the said period alter improve enlarge extend or renew any of such works as they may think expedient to provide for the requirements of their undertaking.

Limiting
powers of
Company to
abstract
water.

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

For mutual
protection
of Rams-
gate Cor-
poration
and Com-
pany.

9. For the mutual protection of the mayor aldermen and burgesses of the borough of Ramsgate (in this section called "the corporation") and of the Company it is hereby provided as follows (that is to say):—

The Company shall not construct any adit or other work for abstracting water more than fifty feet south of an imaginary straight line drawn in a westerly direction from the termination of the adit (No. 2) Work No. 3 authorised by this Act to the point where the boundary of the parish of Acol crosses the road from Acol to Monkton west of St. Mildreds Mission Church and the corporation shall not construct any adit or other work for abstracting water more than

fifty feet north of an imaginary straight line drawn in a westerly direction from the point where their existing adit passes under the road leading from the Canterbury Road to Manston Court to a point on the western boundary of the parish of Minster nine hundred and thirty-three yards north of the road leading from Minster through Hoo to Monkton and no part of any adit or other work for abstracting water (other than a sump or sumps for the purpose of accommodating pump suction pipes) to be constructed by the Company or the corporation shall be at a lower level than two feet below Ordnance datum. A.D. 1927.

10. Except as otherwise expressly provided nothing contained in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing contained in this Act or in the deposited book of reference or shown on the deposited plans and sections authorises the Company— Saving for Air Ministry.

- (1) To enter upon take use or interfere with any land soil or water or any right in respect thereof for the time being vested in or in the occupation of or exercised or exerciseable by (a) the President of the Air Council (hereinafter called "the President") or (b) any other person body or corporation acting for or on behalf of the President without the consent of the President signified in writing under his hand which consent he is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the Company; or
- (2) To take away lessen prejudice or alter any rights privileges or powers vested in or exercised or exerciseable by the President without such consent as aforesaid.

11.—(1) The Company may in lieu of acquiring any lands for the purposes of the new waterworks or any works in connection therewith by this Act authorised 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 Power to acquire easements.

A.D. 1927. nature thereof and the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the 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 passed.

(3) Provided that nothing in this section 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.

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

Persons under disability may grant easements &c.

12. 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.

Period for compulsory purchase of lands.

13. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease on the first day of January nineteen hundred and thirty.

Power to purchase additional lands for undertaking.

14.—(1) In addition to any other lands and any easements rights or privileges over or in respect of lands which the Company are by the existing Acts and this Act authorised to acquire for the purposes of their undertaking the Company may subject to the provisions

of this Act purchase take on lease or otherwise acquire by agreement and hold for those purposes (including the purpose of protecting their waterworks and water supplies against pollution fouling or contamination) any lands or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) over or in respect of lands which the Company may deem necessary for those purposes. Provided that the quantity of lands held by the Company in pursuance of this section shall not at any time exceed five acres. A.D. 1927.

(2) The Company may on all or any of the lands for the time being held by them under this section execute for the purposes of or in connection with their undertaking any of the works mentioned in section 12 of the Waterworks Clauses Act 1847 (other than wells and works for taking and intercepting water) Provided that the Company shall not create or permit the creation or continuance of any nuisance on any such lands (so long as the same are held by them) nor erect any buildings thereon except offices and dwellings for persons in their employ and such buildings and works as may be incident to or in connection with their undertaking.

15.—(1) The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands from through or under which any water may flow or percolate directly or derivatively into any well adit or other work of the Company with reference to the execution by the Company or such owners lessees or occupiers of such works as may be necessary for the purpose of draining such lands or any of them or for more effectually collecting and conveying and preserving the purity of the waters so flowing or percolating. Power to agree as to drainage of lands.

(2) The Company may in and upon any lands acquired by them under the foregoing provisions of this Act construct and lay down drains sewers watercourses and other works and conveniences necessary or proper for the purpose of intercepting or taking all foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Company are empowered to take from being polluted and the Company may for the purposes aforesaid carry any such drain

A.D. 1927. sewer or watercourse under across or along any street or road within their limits of supply subject and according to the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes.

Confirming agreement with Percy Horace Gordon Powell-Cotton.

16. The agreement dated the ninth day of June one thousand nine hundred and twenty-seven made between Percy Horace Gordon Powell-Cotton of the one part and the Company of the other part set forth in the schedule to this Act is hereby confirmed and made binding on the parties hereto and may and shall be carried into effect accordingly.

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

17. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets shall apply with the necessary modifications to the construction laying down erection and maintenance in any street or road within their limits of supply of any discharge pipes telephone or telegraph posts wires conductors or apparatus which the Company may and which they are hereby authorised to lay down or erect for the purposes of their undertaking :

Provided that any telephone or telegraph posts wires conductors or apparatus laid down or erected by the Company under the provisions of this section shall not be used in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869.

Discharge of water into streams.

18.—(1) For the purpose of executing constructing laying down enlarging extending repairing cleansing emptying or examining any reservoir well adit main pipe or other work of the Company the Company may cause the water in any such work to be discharged into any available stream ditch or watercourse.

(2) In the exercise of the power conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons for all damage sustained by them by reason or in consequence of the exercise of such power the amount of compensation to be settled in case of difference by arbitration under and pursuant to the provisions of the Arbitration Act 1889.

19. 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 repaid by the owner or occupier so requesting and shall be recoverable summarily as a civil debt.

A.D. 1927.

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Company to connect communication pipes with mains.

20. If the owner of any house supplied with water by the Company when so required in pursuance of section 14 (Company not bound to supply several houses by one pipe) of the Act of 1921 fails within a period of one month after the receipt of such requirement to provide a separate pipe from the main pipe into such house the Company may themselves do the work necessary in that behalf and may recover from such owner the cost incurred by them in so doing summarily as a civil debt.

Separate communication pipes may be required.

21. When several houses or parts of houses in the occupation of several persons are supplied with water by one common pipe belonging to the several owners or occupiers of such houses or parts of houses the said several owners or occupiers shall be liable to contribute the amount of any expenses from time to time incurred by the Company in the maintenance and repair of such pipe and their respective proportions of contributions shall be settled by the waterworks engineer of the Company or other officer duly authorised in that behalf by the Company.

Maintenance of common pipe.

22. 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

Penalty for closing valves and apparatus.

A.D. 1927. — by them sustained. Provided that this section shall not apply to a consumer closing a valve fixed on his communication pipe.

Penalty for interfering with valves &c.

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

Application of funds.

24. The Company may apply to any of the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares stock debenture stock or mortgage under and by virtue of the Westgate and Birchington Water Acts 1879 to 1921.

Costs of Act.

25. 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 and may in whole or in part be charged against revenue.

The SCHEDULE referred to in the
foregoing Act.

A.D. 1927.

THIS AGREEMENT made the ninth day of June one thousand nine hundred and twenty-seven between PERCY HORACE GORDON POWELL-COTTON of Quex Park in the Isle of Thanet in the county of Kent Esquire (hereinafter called "the Grantor") of the one part and THE WESTGATE AND BIRCHINGTON WATER COMPANY (hereinafter called "the Company") of the other part.

WHEREAS these presents are supplemental to an agreement (hereinafter referred to as "the principal agreement") dated the twentieth day of April one thousand nine hundred and made between the Grantor and Gerald McLeod Powell-Cotton of the one part and the Company of the other part and scheduled to the Westgate and Birchington Water Act 1900.

And whereas a portion (hereinafter referred to as "the existing adit") of the adit referred to in clause 1 of the principal agreement has been constructed.

And whereas the Company desire to abandon the construction of the remainder of the said adit and in lieu thereof to construct an adit (hereinafter referred to as "the new adit") along the line shown by a black line marked "line of adit" on the plan annexed hereto the length of the said new adit being one thousand two hundred yards or thereabouts.

Now this agreement witnesseth as follows:—

1. The principal agreement shall hereafter have effect as if in lieu of the adit and pits or shafts the construction of which was thereby authorised the principal agreement had authorised the construction of the existing adit and the new adit and the pits or shafts shown on the said plan annexed hereto but subject to the stipulations contained in the schedule hereto which shall as therein provided be an addition to or variation of the stipulations relating to the same subject matters in the principal agreement.

2. This agreement shall if Parliament think fit be scheduled to and confirmed by the Westgate and Birchington Water Bill now before Parliament and is made subject to such alterations as Parliament may think fit to make therein but if Parliament make any material alteration therein it shall be competent to any party thereto to withdraw the same.

A.D. 1927.

In witness whereof the Grantor has hereunto set his hand and seal and the common seal of the Company has been hereunto affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

1. The provision in the first part of clause 4 of the principal agreement as to the construction of the shaft to be sunk marked with a blue "O" on the plan to which that agreement refers shall apply to the shaft of the new adit nearest to its north-east end and the remainder of that clause shall apply to the shaft of the new adit other than the shaft or well at the pumping station intended to be constructed by the Company in the position indicated on the plan annexed hereto.

2. The time for the completion of the works shall be the thirty-first day of December one thousand nine hundred and thirty-five or such later day as the Grantor or his successors in title for the time being shall if they think fit so to do by writing under his or their hand or hands appoint.

3. The Company shall pay to the Grantor or other the person for the time being entitled to the rents payable under the principal agreement by half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year in perpetuity the yearly rent of ninety-nine pounds seventeen shillings being the amount which would have been payable if the works the construction of which was authorised by the principal agreement had been fully completed.

4. The following provisions (which shall be binding on the portion of the Quex Park Estate affected into whosoever hands the same may come) shall have effect as from the date of this agreement and shall also be included in any grant to be made under clause 8 of the principal agreement that is to say:—

- (i) No cesspool pit or other structure or receptacle in which sewage or animal manure or water contaminated therewith is collected stocked or allowed to accumulate shall at any time hereafter be constructed on any part of the Quex Park Estate which is four hundred yards or any less distance from the line of the existing adit or from the line of the new adit unless the same be made watertight to the reasonable satisfaction of the Company's engineer or other person nominated by them;
- (ii) No newly constructed cesspool pit structure or other receptacle as aforesaid constructed on any such part of the Quex Park Estate as aforesaid shall be used unless

and until it has been passed by the Company's engineer as watertight; A.D. 1927.

(iii) No cesspool pit structure or other receptacle as aforesaid constructed on any such part of the Quex Park Estate as aforesaid shall be used after it shall in the opinion of the Company's engineer have ceased to be watertight unless and until it is again made watertight and passed as such by the Company's engineer;

(iv) It shall be lawful for the Company's engineer or some other person duly authorised by the Company once in every calendar year at such time or times as may be convenient to the owner or owners of any such cesspool pit structure or other receptacle as aforesaid to enter upon the Quex Park Estate or any necessary part thereof for the purpose of testing the watertightness of any such cesspool pit structure or other receptacle as aforesaid first giving three days' previous notice in writing of such intended test;

(v) If and when the Company or any local or other authority shall by reason of the existing adit or of the new adit or other works of the Company deem it necessary to require that any cesspool pit structure or other receptacle as aforesaid on any part of the said Quex Park Estate which is a greater distance than four hundred yards from the line of the existing adit and from the line of the new adit be altered diverted filled up rendered watertight or otherwise dealt with then:—

(a) The Company will at their own expense (including all costs of surveys plans surveyors' fees and charges of any local authority) and to the satisfaction of the respective surveyors of such authority and the Grantor or their respective successors in title execute the works required for that purpose and may at all times thereafter maintain such works (including any cesspools so rendered watertight) in such condition as shall satisfy and comply with such requisitions as aforesaid;

(b) The Company may enter upon any part of the said Quex Park Estate necessary to carry out such works as aforesaid at any time on giving such reasonable notice as may be possible to the owner or occupiers of such land; and

(c) The Company shall make good all damage to the surface of the lands or any building thereon by reason of the execution of such works.

And the Company shall have no claim against the Grantor or his successors in title for any damage arising from any leakage

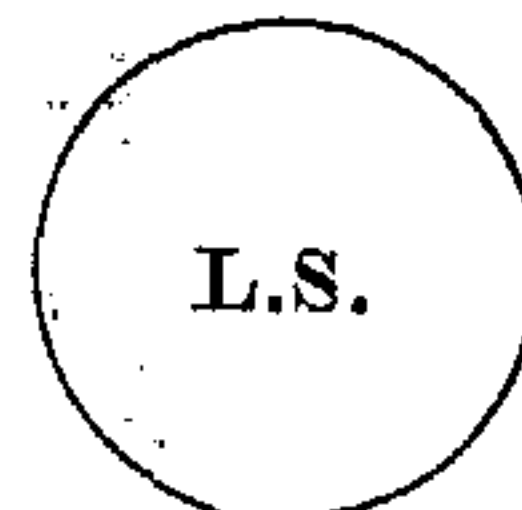
A.D. 1927: from any cesspool pit structure or other receptacle as aforesaid which shall be situate at a greater distance than four hundred yards from the line of the existing adit and from the line of the new adit.

5. The costs charges and expenses payable by the Company under clause 17 of the principal agreement shall include the costs of both parties of and incidental to this agreement.

Signed sealed and delivered
by the above-named
PERCY HORACE GORDON
POWELL-COTTON by HAN-
NAH BRAYTON POWELL-
COTTON his Attorney duly
appointed by deed poll
dated 25th October 1926
and filed 29th October
1926 in the presence of

P. H. G. POWELL-
COTTON

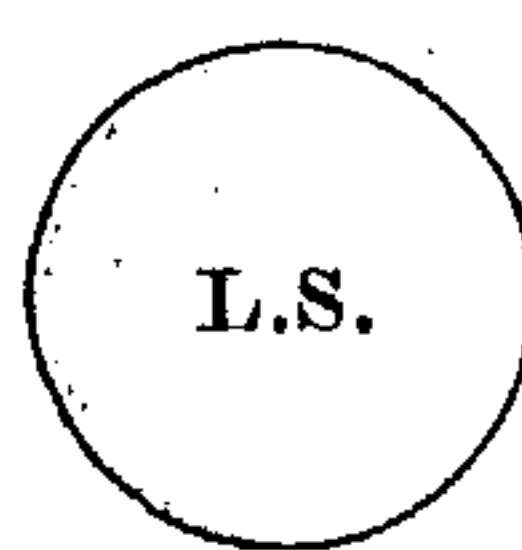
by his Attorney
H. B. POWELL-
COTTON.



M. GLASS
Quex Park
Birchington
Secretary.

The common seal of the
Westgate and Birchington
Water Company was
hereunto affixed in the
presence of

R. MALCOLM
C. A. PHILLIMORE } Directors.
E. F. COCKBURN
Secretary.



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