



CHAPTER xxviii.

An Act to authorise the South Staffordshire Water-works Company to construct new works and to raise additional capital to extend the limits of supply of the Company and for other purposes. A.D. 1932.
[16th June 1932.]

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 1922 were empowered to construct works and 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 to enable the Company to meet such demand it is expedient that the Company should be empowered to make and maintain the works in this Act described and to acquire lands for the purposes thereof :

And whereas it is expedient that the limits for the supply of water by the Company should be extended and that the Company should be empowered to acquire certain waterworks and lands and rights in connection therewith as by this Act provided :

And whereas a statement of the authorised and paid-up capital of the Company is set forth in the First Schedule to this Act and it is expedient that the Company should be authorised to raise additional

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A.D. 1932. — capital for the purposes of this Act and of their undertaking and should have other financial powers conferred upon them as provided by this Act :

And whereas plans and sections of the works authorised by this Act showing the lines and levels thereof and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the county councils of Stafford Worcester Leicester Warwick and Derby and the town clerks of the county boroughs of Burton upon Trent Dudley Walsall and West Bromwich 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 it is expedient that further powers should be conferred upon the Company with respect to the other matters in this Act contained :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

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

PART I.

PRELIMINARY:

Short and collective titles.

1. This Act may be cited as the South Staffordshire Waterworks Act 1932 and the South Staffordshire Waterworks Acts and Order 1853 to 1922 and this Act may be cited together as the South Staffordshire Waterworks Acts and Order 1853 to 1932.

Division of Act into Parts.

2. This Act is divided into Parts as follows :—

- Part I.—Preliminary.
- Part II.—Waterworks.
- Part III.—Lands.
- Part IV.—Supply of water.
- Part V.—Finance.
- Part VI.—Miscellaneous.

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

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Incorporation of
general
Acts.

- (a) The Lands Clauses Acts Provided always that any question of disputed compensation under this Act or any Act incorporated herewith (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 :
- (b) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof Provided that in construing the said provisions for the purposes of this Act the expression "the railway" shall mean the works by this Act authorised and "the centre of the railway" shall mean the centre lines of such works :
- (c) The Companies Clauses Consolidation Act 1845 (except the provisions relating to the conversion of borrowed money into capital) and 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 :
- (d) 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) Provided that for the purposes of this Act the references to the "clerk of the peace" in sections 7 to 10 inclusive of the Waterworks Clauses Act 1847 shall be read as references to the "clerk of the county council."

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Interpreta-
tion.

4. 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 South Staffordshire Waterworks Company;

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

“the limits of supply” means the limits within which the Company are from time to time authorised to supply water;

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

“the scheduled agreement” means the agreement set forth in the Second Schedule to this Act;

“the date of transfer” means the date on which the purchase under the scheduled agreement is completed;

“the transferred works” means the waterworks lands and rights to be transferred to the Company in pursuance of the scheduled agreement;

“the Act of 1909” means the South Staffordshire Waterworks Act 1909;

“the Act of 1922” means the South Staffordshire Waterworks Act 1922;

“the directors” means the directors of the Company; and

“telegraphic line” has the same meaning as in the Telegraph Act 1878.

PART II.

WATERWORKS.

Confirma-
tion of
scheduled
agreement.

5. The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing Provided that no such modification shall be of such a character as to affect

the rights or interests of any persons other than the said parties or shall be inconsistent with the provisions of this Act. A.D. 1932.

6. Subject to the provisions of this Act the Company may from and after the date of transfer maintain repair remove and renew the transferred works and may alter enlarge and extend the same other than the well mentioned in the scheduled agreement and shall in respect of those works and the maintenance use regulation and enlargement thereof have the powers and be subject to the provisions of this Act and the Acts incorporated therewith and subject as aforesaid the said works shall form part of and may be used and employed for all or any of the purposes of the undertaking. Power to Company to maintain transferred works.

7. Subject to the provisions of this Act the Company may make and maintain in accordance with the deposited plans and sections and upon the lands delineated on those plans and described in the deposited book of reference the following works (that is to say):— Power to make water-works.

In the county of Leicester—

Work No. 1 A well and pumping station (to be called "Chilcote pumping station") in the parish of Chilcote in the rural district of Ashby-de-la-Zouch in the enclosure numbered 148 in that parish on the 1/2500 Ordnance map (Leicestershire sheet No. XXII 10 edition of 1923);

In the counties of Leicester Derby and Stafford and the county borough of Burton upon Trent—

Work No. 2 A line or lines of pipes (No. 1) commencing at the Chilcote pumping station and passing through the said parish of Chilcote the parishes of Netherseal and Overseal in the rural district of Hartshorne and Seals the parishes of Linton and Castle Gresley in the rural district of Repton the urban district of Swadlincote District and terminating in the county borough of Burton upon Trent by a junction with the existing line of pipes of the Company at Trent Bridge;

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In the county of Warwick—

Work No. 3 A line or lines of pipes (No. 2) in the borough of Sutton Coldfield commencing by a junction with the existing line of pipes of the Company at the junction of Lichfield Road with Hill Village Road and terminating by a junction with the existing line of pipes of the Company at the junction of Jockey Road with Boldmere Road;

In the county of Stafford and the county borough of Walsall—

Work No. 4 A line or lines of pipes (No. 3) commencing in the parish of Great Barr in the rural district of Walsall by a junction with the existing line of pipes of the Company in the road from Great Barr to Aldridge and terminating in the county borough of Walsall by a junction with the existing line of pipes of the Company at the junction of Sutton Road with Broadway North;

In the county of Stafford and the county boroughs of Walsall and West Bromwich—

Work No. 5 A line or lines of pipes (No. 4) commencing in the county borough of Walsall by a junction with the existing line of pipes of the Company at Broad Lane passing through the borough of Wednesbury and terminating in the county borough of West Bromwich by a junction with the existing line of pipes of the Company at the junction of High Street and Sandwell Road;

In the counties of Stafford and Worcester and the county borough of Dudley—

Work No. 6 A line or lines of pipes (No. 5) commencing in the county borough of Dudley by a junction with the existing line of pipes of the Company at the junction of Lime Pit Lane and Highland Road passing through the urban districts of Tipton and Rowley Regis and terminating in the urban district of Oldbury by a junction with the existing line of pipes of the Company at the

13. 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 works.

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Power to take waters.

14. The provisions of section 20 (Protecting supply of water near Burton upon Trent) of the Act of 1909 shall extend and apply to and in relation to the provisions of this Act and the exercise of the powers thereof by the Company as if that section with any necessary modifications were re-enacted in this Act. Provided that notwithstanding anything contained in that section as so extended and applied the Company may pump collect impound take use divert and appropriate by means of the transferred works such quantity of water not exceeding twenty thousand gallons in any period of twenty-four hours as shall be necessary for enabling them to discharge any liabilities or obligations to which they may be subject under the scheduled agreement with regard to the supply of water within or for use within so much of the limits of supply as is comprised within the parishes of Rolleston on Dove Egginton and Anslow but not further or otherwise.

Protecting supply of water near Burton upon Trent.

15. 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. Provided that the transferred works and the lands upon which the same are situate shall be deemed to be specified in this Act.

Limiting powers to abstract water.

16. Water which the Company shall pump collect impound take use divert and appropriate by means of the new works or any of them shall not when supplied by the Company to consumers within the county borough of Burton upon Trent exceed in hardness the water which is supplied by the Company within that borough at the date of the passing of this Act.

As to hardness.

17.—(1) The Company may with the consent of the local authority and (where the local authority is not the road authority) of the road authority (such

Temporary stoppage of streets.

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Any dispute as to whether any such consent has been unreasonably withheld shall be referred to arbitration but for the purposes of this section the section of this Act of which the marginal note is "Arbitration" shall be read and have effect as if the Minister of Health were therein referred to instead of the President of the Institution of Civil Engineers.

(2) The Company shall provide reasonable access for foot passengers bona fide going to or returning from any such house or other premises and for foot passengers and vehicular traffic bona fide going to or from any railway station or depot of a railway company.

Discharge of
water into
streams.

18.—(1) For the purpose of constructing enlarging extending repairing cleansing emptying or examining any work by this Part of this Act authorised the Company may cause the water in any such work to be discharged into any available stream or watercourse Provided that any such water when entering the stream or watercourse shall so far as may be reasonably practicable be free from mud or solid or offensive matter.

(2) In the exercise of the powers conferred by this section the Company shall do as little damage as may be and shall make full compensation to all persons interested 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.

(3) The powers conferred by this section shall not be exercised so as to damage or injuriously affect the railways or works of any railway company.

Provision
where exist-
ing wells
affected.

19.—(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

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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 the Chilcote pumping station that the pumping of 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 sustained or benefit derived by such owner from the substitution of the new for the old supply place him in a position as nearly as may be as favourable as that enjoyed by him immediately before such diminution took place Provided that the owner shall grant to the Company free of cost any necessary wayleaves for the purpose of affording any such supply as aforesaid.

(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.

(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

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(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.

Extension
of time for
works under
Act of 1922.

20. The period limited by section 9 (Period for completion of works) of the Act of 1922 for the completion of the Slitting Mill and Sandhills pumping stations authorised by that Act is hereby extended until the expiration of five years after the passing of this Act.

For protec-
tion of
Christopher
Spalding.

21. For the protection of Christopher Spalding (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not without the previous consent in writing of the owner (except for the purpose of constructing and maintaining two adits from the Chilcote pumping station) enter upon take or use any of the lands of the owner which are coloured pink on the plan signed in duplicate by Hubert Kenrick Beale on behalf of the Company and by Henry Walter Stein on behalf of the owner one copy of which plan has been deposited with the Company and the other with the owner:

(2) On and from the date upon which the Company commence pumping operations at or from the Chilcote pumping station the Company shall provide and maintain a supply of water to such of the properties on the lands of the owner known as the Chilcote and Stretton Estates and on such terms as have been agreed between the Company and the owner.

junction of the Birmingham-Wolverhampton Road and Birchfield Lane; A.D. 1932.

Work No. 7 A line or lines of pipes (No. 6) commencing in the county borough of Dudley by a junction with the existing line of pipes of the Company in Bull Street and terminating in the urban district of Rowley Regis by a junction with the existing line of pipes of the Company at the junction of Newton Lane and High Street Cradley Heath;

In the county borough of Dudley—

Work No. 8 A service reservoir (No. 1) in the county borough of Dudley in the enclosure marked Cromwell Grove Quarry on the 1/2500 Ordnance map (Worcestershire sheet No. I 16 edition of 1919);

In the county of Worcester—

Work No. 9 A service reservoir (No. 2) in the urban district of Oldbury in the enclosure numbered 608 on the 1/2500 Ordnance map (Worcestershire sheet No. V 6 edition of 1919).

8. In addition to the new works the Company subject to the provisions of this Act may upon any lands delineated on the deposited plans make and maintain all such adits headings boreholes buildings machinery works and apparatus of whatever character as may be necessary or convenient in connection with or subsidiary to any of the new works 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: Subsidiary works.

Provided that no boreholes machinery or works shall be made or maintained under the powers of this section upon any lands dedicated to public use or acquired by a local authority for the widening or improvement of any road without the consent of the local authority and (where the local authority is not the road authority) of the road authority such consents respectively not to be unreasonably withheld Any dispute as to whether such consents have been unreasonably withheld shall be referred to arbitration:

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Provided also that any electrical works or apparatus made or maintained under the provisions of this section shall be so constructed maintained and used as to prevent any interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

Limits of deviation.

9. In the construction of the new works the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any street or road no such limits are shown the boundaries of such street or road shall be deemed to be such limits and subject as hereinafter provided 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 that except for the purpose of crossing over a stream canal or railway 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.

Period for completion of works.

10. If the new works are not completed within a period of ten years from the passing of this Act then on the expiration of that period the powers by this Act granted for the making thereof or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed :

Provided that the Company may extend enlarge alter reconstruct renew or remove any of the new works and in the case of the lines of pipes lay down additional lines of pipes as and when occasion may require.

Works to form part of undertaking.

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

Application of Waterworks Clauses Act 1847 to lines of pipes.

12. Subject to the provisions of this Act 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 of the lines of pipes by this Part of this Act authorised.

22. For the protection of the county council of the administrative county of Stafford (in this section referred to as "the county council") the following provision shall unless otherwise agreed in writing between the county council and the Company have effect (that is to say):—

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For protec-
tion of
Stafford-
shire County
Council.

The provisions of section 23 (For protection of county council of Stafford) of the Act of 1909 (other than subsection (1) of that section) shall apply to the execution by the Company of any works under the authority of this Act affecting any bridge or county road situate in the said administrative county and repairable by the county council as if references to such bridges and roads had been contained in the said provisions in addition to references to the bridges and roads mentioned therein.

23.—(1) The provisions of section 23 (For protection of county council of Stafford) of the Act of 1909 (except subsection (1) thereof) shall so far as the same are applicable with the modifications in this section contained extend and apply to and enure for protection of the Warwickshire County Council with respect to the works by this Act authorised and to any works executed under the powers conferred on the Company by the proviso to the section of this Act of which the marginal note is "Period for completion of works" and shall apply to and enure for the protection of any local authority in the county of Warwick with respect to such works in the same manner and to the same extent as if the said provisions as amended by this section were re-enacted in this Act.

For protec-
tion of War-
wickshire
County
Council.

(2) For the purposes of this section the said section 23 of the Act of 1909 shall be construed as if references to "any county road" and "the Minister of Health" were substituted for references to "any main road" and "the Board of Trade" and as if the words "seventy-five" were substituted for the words "one hundred" in subsection (5) thereof.

24. For the protection of the county council of the administrative county of Derby (in this section referred to as "the county council") the following provisions shall notwithstanding anything contained in

For protec-
tion of
Derbyshire
County
Council.

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(1) The provisions of section 23 (For protection of county council of Stafford) 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 council with respect to the works by this Act authorised and to any works executed under the powers conferred on the Company by the section of this Act of which the marginal note is "Subsidiary works" and by the proviso to the section of this Act of which the marginal note is "Period for completion of works" so far as they affect any county road or any county bridge or approach in the county of Derby in the same manner and to the same extent as if the said provisions were re-enacted in this Act subject to the substitution for references in the said section 23 to "any main road" and "the Board of Trade" of references to "any county road" and "the Minister of Health" respectively :

(2) In any case in which the Company require under the powers of the section of this Act of which the marginal note is "Stopcocks to be fitted in communication pipes" a stopcock to be fitted in a communication pipe in any county road in the county of Derby or in the footway thereof the position of the stopcock shall be such as shall be approved by the county council.

For protec-
tion of local
authorities.

25. The provisions of section 23 (For protection of county council of Stafford) 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 any local authority whose area is within or partly within the limits of supply with respect to the works by this Act authorised in the same manner and to the same extent as if the said provisions were re-enacted in this Act.

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

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For protection of pipes and electric lines &c. of local authorities.

27. For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the railway company") the following provisions shall notwithstanding anything contained in this Act or shown on the deposited plans and sections and unless otherwise agreed apply and have effect with respect to the exercise by the Company of the powers conferred upon the Company by Parts II and III of this Act (that is to say) :—

For protection of London Midland and Scottish Railway Company.

(1) The Company shall not under the powers of this Act acquire any land or property of the railway company but the Company may purchase and take and the railway company shall at the request of the Company sell and grant such easements or rights of using so much of the land or property of the railway company as may be necessary for the construction maintenance and use in accordance with the provisions of this Act of the works by this Act authorised and the Company shall pay to the railway company in respect of any such easements or rights such sum as shall in case of dispute be determined by arbitration under and in accordance with the provisions of the Lands Clauses Acts with respect to the settlement of cases of disputed compensation under those Acts :

(2) Before constructing any work under the powers of this Act upon across over under or in any way affecting the railways lands or property belonging to the railway company (hereinafter referred to as "the said works") or carrying out any subsequent repairs maintenance renewals alteration or removal thereof the Company shall submit to the railway company plans sections working drawings and

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specifications thereof showing the line and level of and the manner in which such works or operations are to be carried out and the mode of execution thereof for the approval of the railway company which approval shall not be unreasonably withheld and shall be deemed to have been given unless the railway company signify their disapproval within twenty-one days after submission of the said plans sections working drawings and specifications for approval. Provided that where there is not a reasonably sufficient space on any bridge over any such railway to lay any mains or pipes between the road surface and the structure of any such bridge the railway company may require such mains or pipes to be carried outside or (if reasonably required by them) independently of the structure of any such bridge and shall afford all reasonable facilities for the purpose :

- (3) The said works shall be constructed and completed and thereafter maintained repaired and renewed by the Company in strict conformity with the plans sections working drawings and specifications so approved at the sole risk and cost of the Company and under the supervision and to the reasonable satisfaction of the engineer of the railway company :
- (4) The Company shall not without the previous consent in writing of the railway company enter upon or alter or interfere with the railways works and property of the railway company further or otherwise than may be necessary for constructing repairing maintaining renewing using altering or removing the said works or any of them of which they shall give to the railway company twenty-one days' notice in writing except in cases of emergency in which case such notice as is reasonably practicable shall be given :
- (5) The Company shall pay to and reimburse the railway company all reasonable costs charges and expenses which the railway company may

incur in connection with the said works or any of them including (without prejudice to the said generality) any expense which the railway company may reasonably incur in connection with the employment of a reasonably sufficient number of inspectors signalmen watchmen and others and for superintendence during construction or renewal of the said works and for all reasonable extra precautions for the safety and working of the railway company's traffic or protection of their property on account of the execution maintenance renewal use alteration repair or removal of the said works or any of them :

- (6) The said works and any subsequent repair maintenance renewal alteration or removal thereof shall be constructed and executed by the Company so as not to injure or alter or interfere with (except so far as may be necessary for constructing the said works) or endanger the structure or stability of any of the railways works and property of the railway company and should any damage or injury to the said railways works and property or interruption or impediment of or interference with the passage or conduct of traffic on the said railways be caused by or be in any way owing to the said works or to the failure of or defect in any of the said works the Company shall at their own cost and free of all expense to the railway company carry out all such works as may be necessary to restore the damage or injury and remove such interruption impediment or interference as the case may be and in default of such carrying out or removal by the Company within such reasonable time as may be specified by the railway company the railway company may for any of such purposes enter upon the works or property of the Company and carry out all such works and do all such things as may be necessary to restore such damage or injury or remove or prevent such interruption impediment or interference and the Company shall on demand repay to the railway company

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all reasonable costs and expenses incurred by them in connection therewith :

- (7) If in consequence of the construction or execution by the Company of the said works or any of them any underpinning or other protective works should be necessary to secure the support or safety of the railways works and property of the railway company the Company shall free of all expense to the railway company execute and do all such underpinning or other works or the railway company may in their option and for any such purpose enter upon the works or property of the Company and themselves execute all such underpinning or other works as may be reasonably necessary and the Company shall on demand repay to the railway company all reasonable costs and expenses incurred by them in connection therewith :
- (8) The Company shall make reasonable compensation to the railway company for all loss or damage caused by the said works or any of them or the subsequent repair maintenance renewal alteration use or removal thereof or any interruption impediment or interference to or with the railways works and property of the railway company and the Company shall also free and relieve and indemnify the railway company from all damages or compensation which may be recovered from them at the instance of their employees passengers owners of merchandise traders or owners of property adjoining the railways works and property of the railway company or any other persons or person by reason of such interruption impediment or interference or by reason of any accident so far as such interruption impediment interference or accident shall have been occasioned by or through the acts or default of the Company or those for whom they are responsible :
- (9) Should it be necessary in connection with the said works or any of them or the subsequent repair maintenance renewal alteration or removal

thereof to alter or remove any telegraph posts wires or other telegraphic telephonic or signalling apparatus belonging to or maintained by the railway company the Company shall pay to the railway company all expenses incurred by them in connection with such alteration or removal and the erection of other posts wires or apparatus in substitution for those so altered or removed :

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- (10) The said works or anything which may be done in connection therewith shall not prevent the railway company from maintaining and repairing and whenever in their discretion thought necessary and upon land belonging to the railway company or in exercise of statutory powers for that purpose existing at the passing of this Act reconstructing altering renewing deviating widening or enlarging any of the lines of railway or other works or property belonging to them without interference on the part of the Company and without incurring any liability to them or to any person using any of the said works of the Company for any loss injury damages or expenses which may arise from such maintenance repair reconstruction alteration renewal deviation widening or enlarging Provided that any extra expense which the railway company may incur in such maintenance or repair or in such renewal deviation widening enlarging alteration or reconstruction as aforesaid by reason of the existence of any of the said works shall be paid by the Company :
- (11) In the event of the railway company doing any of the acts referred to in the immediately preceding subsection they shall do so in such manner as to cause as little damage and interference as practicable to and with the said works of the Company and shall give (except in case of emergency in which case such notice as is reasonably practicable shall be given) twenty-one days' previous notice in writing to the Company before commencing any such operations as may affect any of the said works :

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(12) If the railway company give to the Company notice that they themselves desire to construct or carry out so much of any of the said works the railway company may themselves construct or carry out the same (other than the actual laying down and repair of the pipes) at the sight and to the reasonable satisfaction of the engineer of the Company and recover the reasonable costs thereof from the Company :

(13) Any question or difference between the Company and the railway company arising under this section shall be referred to arbitration.

For protection of London and North Eastern Railway Company.

28. The following provisions for the protection of the London and North Eastern Railway Company (in this section referred to as "the railway company") shall unless otherwise agreed in writing between the Company and the railway company apply and have effect with respect to the exercise by the Company of the powers conferred upon the Company by the section of this Act whereof the marginal note is "Extension of limits of supply" and with respect to any works to be executed by the Company in exercise of such powers :—

(1) In laying and also (except in cases of emergency) in effecting renewals of any mains pipes culverts or other works (in this section referred to as "the authorised works") over upon across or under any work or property of the railway company the Company shall execute such works in accordance with plans sections and specifications previously submitted to and reasonably approved by the engineer of the railway company Provided that if the said engineer does not express his approval or disapproval of the said plans sections and specifications within fourteen days after the same shall have been submitted to him he shall be deemed to have approved thereof :

(2) The Company shall with all reasonable dispatch execute the authorised works and any repairs or renewals thereof and restore and make good to the reasonable satisfaction of the said engineer the railway and other property of

the railway company and the roads of or maintainable by the railway company so far as the same may be disturbed or interfered with by or in connection with the authorised works :

- (3) If the railway company so elect they may themselves execute and maintain the authorised works over or under any railway or works of the railway company or any roads of or maintainable by the railway company other than the actual laying down and maintenance of mains and pipes and may recover from the Company the reasonable expenses incurred by the railway company in connection therewith :
- (4) The authorised works shall be constructed executed and maintained so as not to cause any injury or damage to the railway or other property of the railway company or any interruption to the passage or conduct of traffic over such railway or at any station thereof and if any such injury damage or interruption arises from the acts or operations of the Company or by reason of the failure of the Company to maintain the authorised works or from the bursting leakage or failure of the authorised works (not being due to the acts or defaults of the railway company their servants or agents) all such injury or damage shall be forthwith made good by the Company or if the railway company so elect by the railway company at the expense of the Company and the Company shall indemnify the railway company from all claims arising out of such injury damage or interruption and shall make compensation to the railway company for or in respect thereof the amount of such compensation unless agreed upon to be determined by arbitration :
- (5) In the event of the Company failing to maintain the authorised works where they pass under or over or in any way affect the railway or other property of the railway company in substantial repair and good order to the reasonable satisfaction in all respects of the said

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engineer or in case of emergency the railway company may make good the same and make and do in and upon the lands of the Company or their own lands all such repairs and things as may be reasonably requisite and recover from the Company the reasonable expenses incurred by them in connection therewith :

- (6) If it should be necessary during or by reason of the construction of the authorised works or in effecting repairs or renewals thereof to alter any of the telegraph telephone or signal posts or wires or other works or apparatus belonging to or on the railway of the railway company the railway company may effect such alterations and the Company shall repay to them the reasonable expenses incurred by them in connection with such alterations :
- (7) The Company shall bear and on demand pay to the railway company the reasonable expense incurred by the railway company of and in connection with the employment by them during the construction repair or renewal of the authorised works over under or across the railway or other property of the railway company of a sufficient number of inspectors watchmen and signalmen to be appointed by the railway company for watching and protecting the said railway and the conduct of the traffic thereon with reference to and during the construction repair or renewal of the authorised 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 :
- (8) If at any time it is found necessary in order to enable the railway company under powers existing at the date of the passing of this Act to carry out any alterations widenings or extensions of their existing railway or works that the position of the authorised works shall

be altered the Company shall on receiving not less than one month's notice in writing from the said engineer so to do at the Company's own cost and with all reasonable dispatch alter the position of the same so far as may be reasonably necessary to enable the railway company to carry out such alterations widenings or extensions and the provisions of this section shall apply to the authorised works in their altered position : A.D. 1932.

(9) Any additional expense which the railway company may reasonably incur in widening altering reconstructing repairing or maintaining their railway or other works under their powers as existing at the date of the passing of this Act by reason of the existence of the works of the Company upon across over or under the same shall be paid by the Company :

(10) Any difference arising between the Company and the railway company respecting any of the matters referred to in this section shall be referred to and determined by arbitration.

29. The provisions of section 34 (For protection of Great Western Railway Company) of the Act of 1922 shall so far as applicable extend and apply with respect to Works Nos. 6 and 7 by this Act authorised as if the same with the necessary modifications were re-enacted in this Act. For protection of Great Western Railway Company.

30.—(1) The provisions of section 36 (For protection of Birmingham District Power and Traction Company Limited) of the Act of 1922 shall extend and apply for the protection of the Birmingham and District Investment Trust Limited (hereinafter referred to as "the tramway company") with respect to the exercise by the Company of the powers of executing works conferred by this Act in the same manner and to the same extent as if the said provisions were re-enacted in this Act. For protection of Birmingham and District Investment Trust Limited.

(2) In the exercise of the powers of the section of this Act of which the marginal note is "Temporary stoppage of streets" the Company shall not without the consent in writing of the tramway company which

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A.D. 1932. shall not be unreasonably withheld or otherwise than subject to such reasonable conditions as the tramway company may attach to such consent interrupt or interfere with the working of any tramway as defined in the said section 36 of the Act of 1922.

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

31. The provisions contained in sections 66 to 68 (inclusive) of the South Staffordshire Waterworks Act 1853 as amended by section 19 of the South Staffordshire Waterworks Act 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.

For protec-
tion of
Shropshire
Worcester-
shire and
Stafford-
shire Elec-
tric Power
Company.

32. The provisions of section 15 of the Electric Lighting Act 1882 and of sections 17 and 18 of the schedule to the Electric Lighting Clauses Act 1899 shall apply to and with respect to the exercise by the Company of the powers conferred by this Act and the Company shall not interfere with the lines or works of the Shropshire Worcestershire and Staffordshire Electric Power Company except in accordance with such provisions.

For protec-
tion of
Central
Electricity
Board.

33. Nothing in this Act shall authorise any interference with any electric lines or works of the Central Electricity Board except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and such provisions shall be deemed for the purposes of this section to extend to and include any electric lines or works of that board placed above ground.

34. For the protection of the lord mayor aldermen and citizens of the city of Birmingham (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect:—

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—
For protection of corporation of Birmingham.

- (1) Not less than fourteen days before commencing Works Nos. 3 4 and 5. by this Act authorised or any of them in or on any street in or on which mains pipes valves plugs stop-cocks or other works or apparatus forming part of the gas undertaking of the corporation (in this section referred to as "apparatus") are situate the Company shall deliver to the corporation a plan section and description of such work describing the proposed manner of executing the work:
- (2) At any time within fourteen days from the receipt of any such plan section and description the corporation may by notice in writing to the Company intimate their disapproval of the proposed manner of executing such work so far as it involves interference with or might endanger the apparatus or make any reasonable requirement with respect to such plan section or description and in particular they may require the Company to provide and lay down such works and apparatus as may be reasonably specified by the corporation and to remove divert raise sink or otherwise alter the position of and to support the apparatus and to substitute temporarily or otherwise other apparatus in such manner as may be reasonably specified by the corporation. Provided that if the corporation shall not within the said period of fourteen days give any such notice in writing to the Company as aforesaid they shall be deemed to have approved the plan section and description as submitted to them:
- (3) The said works shall be executed in accordance with the said plan section and description as so approved by the corporation or settled by arbitration and to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Company such

A.D. 1932.

- superintendence be given) of the engineer of the gas department of the corporation and the reasonable costs charges and expenses of such superintendence shall on demand be paid by the Company to the corporation :
- (4) Any diversion or alteration under the provisions of this section of the position of the apparatus or any protective or substituted works which may be agreed between the corporation and the Company or settled by arbitration shall if the corporation so desire be executed by them provided that the corporation within fourteen days after the receipt of the plan section and particulars or description of the work relating to or necessitating such diversion or alterations or protective or substituted works to be delivered to them under subsection (1) of this section give notice of their intention so to execute the same and the corporation shall subject to the provisions of this section commence such diversion or alteration or protective or substituted works when requested so to do by the Company and execute and complete the same with all reasonable dispatch The Company shall repay to the corporation the expense reasonably incurred by the corporation in executing any diversion or alteration or protective or substituted works under the provisions of this subsection :
- (5) The Company shall make good all damage done by them to the apparatus in the exercise of the powers of this Act and shall make full compensation to the corporation for any loss or damage which they may sustain by reason of any interference with the apparatus and shall indemnify the corporation against all penalties claims demands proceedings costs damages and expenses which may be made or taken against the corporation or which the corporation may incur by reason of any interruption in the supply of gas by the corporation :
- (6) If any loss of gas shall be sustained by the corporation by reason of any act or omission of the Company or of any of their contractors

agents workmen or servants or any person in the employ of them or any of them the Company shall pay to the corporation the value of any gas so lost as aforesaid :

- (7) Notwithstanding the stopping up temporarily under the powers of this Act of any street or any part thereof in which the apparatus is situate the officers and servants of the corporation shall be entitled at all times to have access to such apparatus for the purposes of inspecting repairing maintaining removing or renewing the same and the Company shall afford reasonable facilities for such access :
- (8) The corporation may if they think fit employ such watchmen and inspectors as they may deem reasonably necessary to watch and inspect the execution of any works under the powers of this Act so far as such works will or may interfere with or affect the apparatus and the reasonable cost of the employment of any such watchmen shall be borne by the Company and be paid by them upon demand to the corporation :
- (9) The expenses of all repairs or renewals of the apparatus which may be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or of any subsidence resulting from the works of the Company whether during the construction of such works or at any time after the completion of the same shall be borne by the Company and paid by them on demand to the corporation :
- (10) If any difference shall arise between the Company and the corporation under this section such difference shall be referred to and determined by arbitration.

35. Notwithstanding anything contained in this Act the following provisions for the protection of the Dudley Brierley Hill and District Gas Company (in this section referred to as "the gas company") shall (in addition to any other provisions enuring for the protection of the gas company) unless otherwise agreed in

For protec-
tion of
Dudley
Brierley
Hill and
District Gas
Company.

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Waterworks Act, 1932.

A.D. 1932. writing between the Company and the gas company
— apply and have effect (that is to say):—

- (1) In this section "apparatus" means and includes all or any mains pipes syphons tubes fittings or other apparatus belonging to the gas company and "authorised work" means Works Nos. 6 and 7 authorised by this Part of this Act or either of them and any works executed in connection therewith under the section of this Act of which the marginal note is "Subsidiary works":
- (2) Before commencing to execute in any street road or public footpath any authorised work which will be over under or within five feet of any apparatus the Company shall give to the gas company not less than fourteen days' notice in writing of their intention to execute such work and shall at the same time deliver to the gas company for their reasonable approval a plan and section of such authorised work and such authorised work shall not be executed except in accordance with such plan and section as may be so approved or as may be settled by arbitration under this section Provided that in the event of such plan and section not being objected to within fourteen days from the receipt thereof such plan and section shall be deemed to have been approved by the gas company The Company shall also if required to do so by the gas company give them any such further information in relation to such authorised work as they may reasonably require:
- (3) (a) If it should appear to the gas company that the execution of such authorised work as proposed would interfere with or endanger any apparatus or interfere with the access thereto or impede the supply of gas the gas company may within fourteen days from the receipt by them of the notice referred to in subsection (2) of this section give notice to the Company requiring the Company to alter the position of such apparatus in such manner

and to such substituted position as may be reasonably necessary and any difference as to the necessity for such alteration or the manner of carrying out the alteration shall be settled by arbitration under this section; A.D. 1932.

(b) All such alterations shall (save as in this section provided) be carried out by and at the expense of the Company with as little detriment and inconvenience to the gas company as the circumstances will admit and to the reasonable satisfaction of the engineer of the gas company;

(c) All such alterations shall be carried out under the superintendence of the said engineer if he thinks fit to attend after receiving not less than three days' notice for that purpose which notice the Company are hereby required to give:

- (4) The Company in executing any authorised work shall not remove or displace any apparatus or do anything to endanger any apparatus or impede the passage of gas into or through any apparatus or interfere with the access thereto without the consent of the gas company or in any other manner than the gas company shall approve until good and sufficient apparatus and other works necessary or proper for continuing the supply of gas as sufficiently as the same was supplied by the apparatus proposed to be removed or displaced shall at the expense of the Company have been first made and laid down in lieu thereof and be ready for use to the reasonable satisfaction of the engineer of the gas company:
- (5) Whenever by reason of the execution by the Company of any authorised work any replacement of old apparatus by new apparatus or any addition to existing apparatus shall be rendered reasonably necessary the Company at their own expense shall provide all such apparatus of a quality equal to that replaced or added to and lay and connect the same in such position as may be reasonably required

A.D. 1932.

by the gas company to the reasonable satisfaction of the engineer of the gas company and in such manner as not to cause without the consent in writing of the gas company any interruption in the continuous supply of gas by the Company :

- (6) The Company shall make good all damage done by them to any apparatus in executing any authorised work and shall make full compensation to the gas company for any loss (other than loss of revenue) damage penalty costs or expenses which they may sustain or incur by reason of any interference with such apparatus or the access thereto or with the private service pipes of any person supplied by the gas company with gas :
- (7) If the gas company shall desire to execute the works connected with any alteration of position removal displacement or renewal of or necessary additions to any apparatus under this section or shall desire to provide such new or additional apparatus and shall give not less than seven days' notice in writing thereof to the Company before they commence the works the gas company may themselves carry out the works and provide such apparatus and all reasonable expenses properly incurred by them in connection with the works or provision of apparatus shall be repaid to them by the Company :
- (8) When the Company under the powers of this Act temporarily stop up or interfere with any street they shall provide reasonable access for the officers and servants of the gas company for the purpose of enabling them to inspect repair and renew any apparatus or to lay any new apparatus :
- (9) (a) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers the matter in difference shall be referred to and settled by arbitration ;

(b) In settling any question under this section the arbitrator shall have regard to any duties

or obligations which the gas company may be under in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid as far as may be reasonably possible interference with any purpose for which the gas company's apparatus is used.

A.D. 1932.

PART III.

LANDS.

36. 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 purposes of the new works.

Power to acquire lands.

37. Notwithstanding any other provision of this Act or of any Act wholly or partly incorporated herewith the Company shall not be required nor shall they be entitled (except with the consent of the owners) to purchase any railway tramway river canal stream watercourse drain dyke sewer or subway or any part thereof respectively which may be crossed or interfered with in constructing any of the new works but they may acquire such easements and rights over or under any such railway tramway river canal stream watercourse drain dyke sewer or subway as they may require for making maintaining working and using any such work and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

Power to acquire easements compulsorily in certain cases.

38.—(1) The Company may in lieu of acquiring any lands for the purposes of the new works where the same are 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

Easements only for works underground.

A.D. 1932. — 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 they 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.

(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 them 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.

Period for compulsory purchase of lands.

39. 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 first day of October nineteen hundred and thirty-two.

As to private rights of way over lands taken compulsorily.

40. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition 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 law with reference to the taking of lands otherwise than by agreement.

Persons under disability may grant easements &c.

41. 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. A.D. 1932.

42. Notwithstanding anything in this or any other Act to the contrary the Company may retain hold and use for such time and for such purpose as they may think fit or may sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions as they may think fit and either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest therein acquired by them under the South Staffordshire Waterworks Acts and Order 1853 to 1932 and may sell exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands or interests therein and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take money for equality of exchange.

Retention and disposal of lands.

43. The Company on selling any lands held by them for the purposes of the undertaking and not required for those purposes may reserve to themselves all or any part of the water rights or other easements belonging thereto and may make the sale subject to such reservations accordingly and may also make any such sale subject to such other reservations special conditions restrictions and provisions with respect to the use of water exercise of noxious trades or discharge or deposit of manure sewage or other impure matter and otherwise as they may think fit.

Reservation of water rights &c.

44. In addition to any other lands acquired or held by the Company or which they are now authorised to acquire or hold 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

Acquisition of lands by agreement.

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A.D. 1932. are required for or are connected with or incident to
the purposes of the undertaking.

Power to
hold lands
and exercise
powers for
protection
of waters.

45.—(1) For the purpose of protecting against pollution nuisance encroachment or injury any of the waters which the Company are from time to time empowered to take the Company may by agreement purchase take on lease or otherwise acquire any lands easements or rights and may hold such lands and any other lands which they may have acquired for the purposes of the undertaking so long as they shall deem it necessary or expedient for those purposes :

Provided that the Company shall not create or permit the creation or continuance of any nuisance on any lands acquired under this section nor erect any buildings thereon except offices and dwellings for persons in their employment and such buildings and works as may be incident to or connected with the undertaking but the restrictions of this section shall not apply in respect of lands leased or sold by the Company.

(2) The Company may in and upon the lands referred to in subsection (1) of this section construct and lay down drains sewers watercourses catchpits and other works and conveniences necessary or proper for the purpose of intercepting or taking any foul waters arising or flowing upon such lands or necessary or proper for preventing the water which the Company are from time to time empowered to take from being polluted and the Company may for the purposes aforesaid carry any such drain sewer or watercourse under across or along any street or road 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.

The Company shall not exercise the powers conferred by this subsection on any lands or property belonging to the London and North Eastern Railway Company without the consent in writing of that company which consent shall not be unreasonably withheld.

(3) The Company may make and carry into effect agreements with the owners lessees or occupiers of any lands 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 conveying and preserving the purity of any waters which the Company are from time to time empowered to take. A.D. 1932.

(4) The purchase by the Company of land known as Seedy Mill Farm comprising one hundred and thirty-eight acres or thereabouts in the parishes of King's Bromley Curborough and Elmhurst and Longdon in the rural district of Lichfield in the county of Stafford is hereby confirmed and the said land shall form part of the undertaking as if it had been acquired under subsection (1) of this section.

PART IV.

SUPPLY OF WATER.

46. The limits within which the Company may supply water and exercise the powers conferred upon them by the South Staffordshire Waterworks Acts and Order 1853 to 1932 shall extend to and include in addition to their existing limits the limits described in the Third Schedule to this Act. Extension of limits of supply.

47. If after the expiration of seven years from the passing of this Act the Company are not furnishing or prepared on demand to furnish a sufficient supply of water in accordance with the provisions of this Act in any parish or part of a parish in the extended limits of supply described in the Third Schedule to this Act the local authority of the district comprising such parish or part of a parish may provide a supply in such parish or part of a parish in accordance with the provisions of the Public Health Act 1875 or the local authority or any company body or person may apply for an Act of Parliament or Provisional Order for the purpose of providing such a supply and for the repeal of the powers of the Company in that behalf. Power to local authority &c. to supply water in case Company fail to supply.

If any difference shall arise between the Company and any such local authority company body or person as to the sufficiency of the supply of water in such parish or part of a parish such difference shall be settled

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A.D. 1932. by an arbitrator to be appointed on the application of either party by the Minister of Health.

For protection of Burton upon Trent Corporation.

48. So long as the mayor aldermen and burgesses of the borough of Burton upon Trent (in this section referred to as "the corporation") remain the owners of an estate situate in the parishes of Burnaston Egginton and Etwall in the rural district of Repton and afford a supply of water in such estate the Company shall not without the consent in writing of the corporation supply water to any premises on such estate within the area coloured pink upon the map signed in triplicate by Captain Robert Croft Bourne the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred one copy of which map has been deposited in the Parliament Office of the House of Lords one in the Committee and Private Bill Office of the House of Commons and one with the corporation.

Reduction of limits of supply.

49. As from the date of the passing of this Act section 4 (Definition of limits of supply) of the Act of 1909 shall be read and have effect as if all references to the parishes of Stanton and Newhall Swadlincote and Church Gresley in the urban district of Swadlincote (otherwise Swadlincote District) were omitted from the schedule to that Act but notwithstanding anything in this section contained the Company shall have and may exercise within the said parishes the like powers with respect to the breaking up of streets for the purpose of laying maintaining removing and renewing pipes required for supplying water outside the said parishes as they would have if the said parishes were included within the limits of supply.

Charges for water where certain apparatus used.

50. Where a person who takes a supply of water from the Company for domestic purposes desires to use the water so supplied for or in connection with a refrigerating apparatus or for or in connection with any apparatus depending upon a supply of continuously running water excepting water softening apparatus on domestic supplies the Company may if they think fit require that all water used for or in connection with the said apparatus shall—

(a) be taken by measure and paid for accordingly and in that event the minimum quarterly

charge for the water so taken shall be five shillings; or A.D. 1932.

(b) be paid for at such rates as may be agreed between the person and the Company.

51. For the purposes of section 41 (Revision of rates) of the Act of 1922 the making of the first and any subsequent valuation list under the Rating and Valuation Act 1925 or any Act amending that Act shall be deemed to be a circumstance affecting the undertaking. As to revision of rates for supply of water.

52. Where water supplied by the Company to a farmhouse is used for farming purposes the Company may require that the supply for farming purposes shall be taken by measure but nothing in this section shall authorise the Company to refuse a supply of water for domestic purposes to a farmhouse at the rates authorised by section 39 (Rates for supply for domestic purposes) of the Act of 1922. Supply for farming purposes.

53. Notwithstanding anything in any Act or Order relating to the Company a person shall not be entitled to demand or continue to receive from the Company a supply of water to any caravan shack hut tent or other like structure unless he has agreed with the Company to take such supply by measure or on such terms as he and the Company shall agree and unless he has secured to the reasonable satisfaction of the Company by way of deposit or otherwise payment of such a sum as may be reasonable having regard to the possible maximum demand of such person for his caravan shack hut tent or structure. Special terms for supplies to caravans &c.

54. Notwithstanding anything contained in section 42 of the Waterworks Clauses Act 1847 if any person (other than a local authority or a person acting on behalf of or on the instructions of a local authority) takes or uses the water referred to in that section for extinguishing fires in heaps of refuse cinders or other waste matter or material he shall make compensation to the Company for such water unless such fire had endangered or was likely to endanger the security of life or property other than such matter or material and the amount of such compensation shall in case Water for extinguishing fires in refuse heaps &c. to be paid for.

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A.D. 1932. — of difference be determined by a court of summary jurisdiction.

Amending section 44 of Act of 1909.

55. From and after the passing of this Act the local authority shall for the purposes of the powers conferred on the Company by section 44 (Power to lay pipes in streets not dedicated to public use) of the Act of 1909 be deemed to be (in addition to any other person) persons having the control or management of any street to which that section applies not being a street belonging to a railway company and forming the approach to any station or depot of such company.

Power to remove meters and fittings.

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

Stopcocks to be fitted in communication pipes.

57. In the case of all buildings erected after the passing of this Act within the limits of supply and connected by a communication pipe to the mains of the Company the Company may require the owner at the time when the pipes are laid to insert or to have inserted a stopcock in such communication pipe in some position to be approved by the local authority in the footway of the street in which such pipe is laid or if there be no footway in a position as near as practicable to the premises supplied and if such owner make default the Company may insert a stopcock in such communication pipe and recover the expense from the owner as a civil debt.

Power to sell meters.

58. The Company may sell meters and any fittings connected therewith upon and subject to such terms (pecuniary or otherwise) and conditions as they think fit.

59. In addition to the powers conferred by section 57 of the Waterworks Clauses Act 1847 any duly authorised officer of the Company may at all reasonable times between the hours of nine o'clock in the forenoon and one hour after sunset enter into any house or premises supplied with water by the Company in order to examine if there be any waste or misuse of such water and if any person hinder any such officer from entering either under the said section 57 or under this section or from making an examination under either of those sections he shall for every such offence be liable to a penalty not exceeding five pounds. Provided that no person shall for the same offence have the water supplied to him turned off in pursuance of the said section 57 and be liable to a penalty under this section.

A.D. 1932.
—
Extension
of power to
inspect
premises.

60. 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 a 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 communication 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 of the Waterworks Clauses Act 1847 and the said section shall extend and apply accordingly.

Penalty for
interfering
with valves
&c.

61. If a justice is satisfied on complaint by the Company that any person is quitting or about to quit any premises to which the Company supply water and has failed to pay on demand any water rate which may be due from him and intends to evade payment of the same by departing from the said premises the justice may in addition to issuing a summons for non-payment of the same issue a warrant under his hand authorising the Company to seize forthwith and detain the goods and chattels of such person until the complaint is determined upon the return of the summons.

Recovery of
rates from
persons
removing.

62.—(1) The Minister of Health if he is satisfied that the owner or occupier of any premises outside the limits of supply desires to obtain a supply of water from the Company may on the application of the Company

Supply of
water by
Company to
premises
outside limits
of supply.

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Waterworks Act, 1932.

A.D. 1932. subject to the provisions of this section by order
— authorise the Company to supply water to those premises
on such conditions as may be specified in the order.

(2) An order under this section may contain such modifications of any enactment applying to the Company as in the opinion of the Minister of Health are necessary in order to give full effect to the order.

(3) An order shall not (unless in the opinion of the Minister of Health consent is unreasonably withheld) be made except with the consent of the local authority within whose area and of any undertakers for the supply of water within whose limits of supply the premises are situate.

(4) Notwithstanding anything in this section every order made thereunder shall be framed so as to secure that the provisions of the South Staffordshire Waterworks Acts and Order 1853 to 1932 including the provisions of the section of this Act of which the marginal note is "For protection of local authorities" with respect to the breaking up of streets for the purpose of laying maintaining removing and renewing pipes shall apply in relation to pipes laid for affording a supply of water in pursuance of this section.

(5) (a) An order made under this section shall cease to have effect with respect to any premises when the local authority within whose area or the undertakers for the supply of water within whose limits of supply the premises are situate are able and willing to give a supply of water to such premises and give not less than one month's notice thereof to the Company.

(b) When such local authority or undertakers commence to supply water to any premises in pursuance of this subsection they shall pay to the Company such portion of the expenditure incurred by the Company within the area of the local authority or within the limits of supply of the undertakers as the case may be in giving a supply to the premises as may be agreed or failing agreement as may be determined by arbitration.

(6) The Company shall not exercise the powers conferred by subsection (4) of this section on any lands or property belonging to the London Midland and Scottish Railway Company without the consent in writing of that company which consent shall not be unreasonably withheld.

63. Where the limits of supply are bounded by or abut upon any street or road outside such limits the Company may for the purpose of supplying water to the owner or occupier of any premises abutting upon such street or road and being within such limits exercise with respect to such street or road the like powers of breaking up the same for the purpose of laying maintaining inspecting repairing and renewing pipes as are exerciseable by them with respect to streets or roads within the said limits and subject to the like conditions and the owner or occupier of any such premises may for the purpose of laying any communication pipes or of complying with any obligation to maintain any pipe or apparatus which he is liable to maintain exercise the like power of opening the ground between any main or pipe of the Company and his premises and of opening and breaking up so much of the pavement of the street and any sewer or drain therein as shall be between such main or pipe and his premises as if such street or road were within the limits of supply. Provided that nothing in this section shall entitle or require the Company to supply water to the owner or occupier of any premises abutting upon any such street or road as aforesaid and being outside the limits of supply.

A.D. 1932.

As to streets and roads forming boundary of limits of supply.

64. The provisions of the section of this Act of which the marginal note is "For protection of corporation of Birmingham" shall apply and have effect with respect to the exercise by the Company of the powers of the section of this Act of which the marginal note is "Supply of water by Company to premises outside limits of supply."

For further protection of Birmingham Corporation.

65. Notwithstanding anything contained in this Act the following provisions for the further protection of the Dudley Brierley Hill and District Gas Company (in this section referred to as "the gas company") shall (in addition to any other provisions enuring for the protection of the gas company) unless otherwise agreed in writing between the Company and the gas company apply and have effect with respect to the exercise by the Company of the powers of the section of this Act of which the marginal note is "As to streets and roads forming boundary of limits of supply" or of any order made under the section of this Act of which the marginal

For further protection of Dudley Brierley Hill and District Gas Company.

[Ch. xxviii.] *South Staffordshire* [22 & 23 GEO. 5.]
Waterworks Act, 1932.

A.D. 1932. note is "Supply of water by Company to premises outside limits of supply." (that is to say):—

- (1) In this section "apparatus" means and includes all or any mains pipes syphons tubes fittings or other apparatus belonging to the gas company :
- (2) Whenever the Company require to execute any work over under or within three feet of any apparatus the Company shall give to the gas company not less than twenty-four hours' notice before commencing to execute such work except in cases of emergency and then as soon as possible after the beginning of the work or the necessity for the same shall have arisen and the gas company shall be entitled by their engineer or other duly authorised representative to superintend the work and the Company shall conform with such reasonable requirements as may be made by the gas company or their engineer for protecting their apparatus from injury and for securing access thereto and shall also if required so to do by the gas company repair any damage that may be done thereto :
- (3) Where the Company find it necessary to undermine any apparatus they shall temporarily support the same in position during the execution of their works and before completion provide a suitable and proper foundation for the same where so undermined :
- (4) If the Company make default in complying with any of the provisions of this section they shall make full compensation to the gas company for any loss damage penalty or costs which the gas company may incur by reason thereof :
- (5) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers the matter in difference shall be referred to and settled by arbitration.

PART V.

FINANCE.

Additional capital.

66. The Company may from time to time raise additional capital not exceeding in the whole five hundred thousand pounds by the creation and issue at

their option of ordinary stock or preference stock or partly by one and partly by the other of those modes but no such stock shall vest in the person accepting the same until the full price of such stock including any premiums obtained on the issue thereof shall have been paid in respect thereof. 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 additional capital than shall be sufficient to produce including any premiums as aforesaid the sum of five hundred thousand pounds.

A.D. 1932.

67. Except as otherwise provided by this Act 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.

New capital to rank with existing capital of same class.

68.—(1) Subject to the provisions of this Act all ordinary and preference stock issued by the Company after the passing of this Act shall be issued in accordance with the provisions of this section.

Sale of stock 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 directors shall from time to time determine. Provided as follows :—

(a) Notice of the intended sale shall be given in writing to the town clerk of each borough and the clerk to the council of every county district wholly or partly 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 said limits;

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A.D. 1932.

- (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 letter to be received by the Minister of Health 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) In the case of a sale by auction no lot offered for sale shall comprise stock of greater nominal value than one hundred pounds and a bid shall not be recognised unless it is in advance of the last preceding bid;
- (d) In the case of a sale by tender no preference shall be given to one of two or more persons tendering the same price except that the offer by tender of any holder of ordinary or preference stock of the Company or of any employee or of a consumer of water supplied by the Company may be accepted in preference to the offer of the same price by any person not such a holder employee or consumer as aforesaid;
- (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 not sold may be offered at the reserve price to the holders of ordinary and 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 proportions as the directors may think fit or to one or more of those classes of persons only Provided in a 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 may be disposed of at such price and in such manner as the directors may determine for the purpose of realising the best price obtainable. A.D. 1932.

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

69. The Company shall not in respect of any one year pay out of their profits any larger dividend on any part of the additional capital to be raised under the powers of this Act than seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital except so far as a larger dividend be at any time necessary to make up the deficiency of any previous dividend on any part of such capital which shall have fallen short of the said sum of seven pounds per centum. Limit of dividend on additional ordinary capital.

70. Any sum of money which may arise from the issue of any stock under the provisions of this Act by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended only on purposes to which capital is properly applicable or in paying off money borrowed or owing on mortgage or redeemable debenture stock by the Company and shall not be considered as part of the capital of the Company entitled to dividend. Application of premiums.

71. The Company may apply to any of the purposes of any Act of the Company to which capital is properly applicable any moneys which they are authorised to raise by any of the existing Acts of the Company or this Act. Application of funds.

72.—(1) The Company may at any time borrow on mortgage of the undertaking or by the creation and issue of debenture stock in respect of the capital of the Company issued prior to the passing of this Act and without obtaining any certificate of a justice under the Companies Clauses Consolidation Act 1845 any sum or sums not exceeding (inclusive of the amount raised by Power to borrow.

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A.D. 1932. — any debenture stock issued by the Company prior to the passing of this Act and for the time being outstanding) the total sum of eight hundred and ninety-two thousand one hundred and sixty-two pounds.

(2) The Company may also borrow on mortgage of the undertaking any sum or sums not exceeding in the whole one-half of the amount which at the time of borrowing has been actually paid up (including premiums) on any ordinary and preference stock issued after the passing of this Act but no sum shall be borrowed in respect of any capital so issued until the Company have proved to a justice of the peace before he gives his certificate under section 40 of the Companies Clauses Consolidation Act 1845 that the whole amount payable on the issue of the stock with respect to which the borrowing powers are exercised and of the premium (if any) realised on the sale thereof have been fully paid up.

Debenture
stock.

73. The Company may create and issue debenture stock subject to the provisions of section 25 (Power to issue debenture stock) of the *South Staffordshire Waterworks Act 1893*.

Priority of
mortgages
over other
debts.

74. All moneys raised or to be raised by the Company on mortgage or by the creation and issue of debenture stock under the provisions of the *South Staffordshire Waterworks Acts and Order 1853 to 1932* shall have priority against the Company and the 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 rentcharge 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 or vested in 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 undertaking and works or injuriously affected by the construction thereof or

by the exercise of any powers conferred on the Company. A.D. 1932.

75. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament or Order before the passing of this Act and subsisting at the passing thereof shall during the continuance of such mortgages have priority over the principal moneys secured by any mortgages granted by virtue of this Act. Priority of existing mortgages.

76. Section 63 (Appointment of receiver) of the Act of 1922 is hereby repealed but without prejudice to any appointment made thereunder or to any proceedings pending at the passing of this Act. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. 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. Appointment of receiver.

77.—(1) In this section unless the context otherwise requires— Redeemable preference stock and debenture stock.

“stock” means and includes preference stock and debenture stock;

“issue” includes re-issue;

“redeemable stock” means any stock issued under the powers of this section so as to be redeemable;

“redeemed stock” means any redeemable stock which has been redeemed and is available for issue under the provisions of this section.

(2) Subject to the provisions of this section the directors may from time to time by virtue of this Act and without further or other sanction issue so as to be redeemable any stock created by the Company after the passing of this Act:

Provided that no redeemed stock shall be issued except for the purposes of effecting the redemption of redeemable stock under the provisions of this section

A.D. 1932. — unless the issue is authorised by a resolution of the Company passed at a special meeting convened for the purpose.

(3) Redeemable stock may be redeemed either by paying off the stock or by issuing to the holder of the stock (subject to his consent) other stock in substitution therefor and for the purpose of raising money to pay off or of providing stock in substitution for any redeemable stock the Company may create new stock or the directors may issue any redeemed stock so as to be redeemable or irredeemable as they may think fit:

Provided that—

(a) no new stock shall be created nor shall any redeemed stock be issued so as to make the total amount of any particular class of stock exceed the amount of stock of that class which the Company are for the time being authorised to create except during any necessary interval between the creation or (in the case of redeemed stock) the issue of the stock and completion of the redemption of the redeemable stock for the purpose of redeeming which the stock of such particular class is proposed to be so created or issued; and

(b) during such interval as aforesaid the amount raised by means of any preference stock so created or issued shall not be deemed to be paid-up share capital for the purposes of any enactment regulating the borrowing powers of the Company.

(4) When any redeemable stock has been redeemed the amount (exclusive of any sum obtained by way of premium) which was last raised by its issue shall cease to be taken into account in calculating the extent to which the powers of the Company of raising money by the creation and issue of share capital or by borrowing on mortgage of the undertaking or by the creation and issue of debenture stock have been or may be exercised but nothing contained in this subsection or done in pursuance thereof shall affect the validity of any mortgage or debenture stock of which the grant or issue by the Company was lawful

in the circumstances existing at the date of such grant or issue : A.D. 1932.

Provided that the nominal amount of any stock issued solely in substitution for other stock shall be deemed to be the amount raised by such issue.

(5) Redeemable stock shall bear such rate of dividend or interest (not exceeding any maximum rate prescribed in respect of the particular class of stock) and shall be redeemable at such time and in such manner and subject otherwise to such terms and conditions as the directors may before the issue thereof determine :

Provided that the terms and conditions of redemption upon which any redeemable stock is issued shall be stated in any offer by the Company of such stock for sale and in the certificate of such stock and no term or condition of redemption which is not so stated shall be binding upon the holder of the stock.

(6) The Company shall not redeem out of revenue any redeemable stock except to the extent of any discount allowed on the issue or any premium payable on the redemption thereof.

(7) Any preference stock issued solely in substitution for redeemable stock shall not be subject to the provisions of the section of this Act of which the marginal note is "Sale of stock by auction or tender."

78.—(1) Notwithstanding anything contained in the section of this Act of which the marginal note is "Sale of stock by auction or tender" the Company with the approval of the Minister of Health may when ordinary or preference stock of the Company are or is to be issued (and whether or not the then existing ordinary or preference stock are or is at a premium) before offering the stock so to be issued for sale by auction or tender—

Provisions as to sale of stock and payment of commissions.

- (a) offer the stock to the consumers of water supplied by the Company and persons in the employ of the Company at not less than the then value thereof;
- (b) offer for subscription by the public free from the provisions of the said section of this Act any stock to be so issued as aforesaid; and

A.D. 1932.

(c) on the offer for sale or subscription by the public of any stock to be so issued as aforesaid or any debenture stock to be issued by the Company after the passing of this Act pay a commission not exceeding five per centum to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any such stock or procuring or agreeing to procure subscriptions whether absolute or conditional for such stock Provided that the payment of the commission and the amount or rate per centum of the commission paid or agreed to be paid shall be disclosed in every prospectus advertisement or other document of the Company relating to the offer for sale or inviting subscriptions for such stock.

(2) For the purposes of paragraph (a) of subsection (1) of this section the value of any stock at the date of the offer thereof to any consumer or employee shall be deemed to be the average price at which according to the Company's books sales of stock of the same class were effected within the period of six months immediately preceding the date on which the value of the stock is required to be determined or if there has been only one sale or no sale of such stock during such period then the price at which the last sale of such stock was effected making due allowance for any probable change in value since such date due to the accrual or payment of dividend or any other cause Provided that in no case shall the price at which such stock shall be offered be lower than five per centum below such average market price.

(3) Nothing in this section shall affect any power of the Company to pay brokerage.

Amending
section 71 of
Act of 1922.

79. Section 71 (Application of profits over authorised dividend) of the Act of 1922 shall be read and have effect as if for the reference in the proviso thereof to the sum of thirty thousand pounds there were substituted a reference to a sum equal to two and one-half per centum of the capital for the time being expended by the Company for the purposes of the undertaking.

80. Section 73 (Limiting contingency fund) of the Act of 1922 shall be read and have effect as if for the reference therein to the sum of one hundred thousand pounds in the aggregate there were substituted a reference to a sum equal to one-twentieth of the capital for the time being expended by the Company for the purposes of the undertaking and as if the words "or funds" were inserted therein after the word "fund."

A.D. 1932.

Amending
section 73 of
Act of 1922.

81. 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 twenty-four 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 fifty per centum the rates and charges levied by the Company in the year one thousand nine hundred and fourteen.

As to back
dividends.

82. Notwithstanding anything in the Companies Clauses Consolidation Act 1845 it shall not be necessary after the passing of this Act to authenticate the register of the shareholders of the Company by affixing the common seal of the Company to such register.

As to share-
holders'
register.

83.—(1) The directors may close the register of transfers of any ordinary or preference stock of the Company for a period not exceeding fourteen days previous to the payment of any interim dividend on any such ordinary or preference stock and may close the register of transfers of debentures or debenture stock or mortgages of the Company for a period not exceeding fourteen days previous to the payment of any interest on any such debentures or debenture stock or mortgages and the directors may in any such case fix a day for the closing of any register which they are authorised to close under the provisions of this section. Seven days' notice of the closing of any such register shall be given by advertisement in some newspaper published and circulating within the limits of supply.

Closing of
transfer
books.

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(2) Any transfer of any ordinary or preference stock or of any debentures or debenture stock or mortgages lodged for registration with the Company while the transfer books relating to such ordinary or preference stock or to such debentures or debenture stock or mortgages are so closed shall as between the Company and the person claiming under any such transfer but not otherwise be considered as made subsequently to the payment of any such dividend or interest as the case may be.

Indemnity
may be
required
before issue
of sub-
stituted
certificates
&c.

84. Notwithstanding anything in section 13 of the Companies Clauses Consolidation Act 1845 or in any other enactment the Company shall not be under any obligation to issue a new debenture or mortgage or a new certificate of any stock or a new warrant in respect of interest or dividend in lieu of any debenture bond certificate or warrant lost or destroyed or alleged to be lost or destroyed until they have received from the person to whom such new debenture or mortgage certificate or warrant is to be issued such indemnity as the directors may require against any and every claim or expense which may be made against the Company or which the Company may incur in respect of such lost or destroyed debenture bond certificate or warrant or the debenture mortgage stock dividend or interest represented thereby.

Substitution
of card
index for
share-
holders'
address
book.

85. Notwithstanding anything contained in section 10 of the Companies Clauses Consolidation Act 1845 as from time to time applied to the Company the Company may substitute for the shareholders' address book provided under that section a card or other index containing the names and addresses of the several shareholders or stockholders of the Company and that section in its application to the Company shall be read and have effect accordingly.

Pensions &c.

86. Section 74 (Power to make superannuation and other allowances) of the Act of 1922 shall extend to authorise the Company to make allowances and to pay pensions or gratuities to the widow or family or any dependant of any officer servant or employee of the Company.

PART VI.

A.D. 1932.

MISCELLANEOUS.

87.—(1) If any meter used by a consumer of water be proved to register erroneously such erroneous registration shall be deemed to have first arisen during the then last preceding quarter of the year unless it be proved to have first arisen during the then current quarter. Period of error in defective meter.

(2) The amount of the allowance to be made to or of the surcharge to be made upon the consumer by the Company shall be paid by or to the Company to or by the consumer as the case may be and shall in the case of a surcharge be recoverable in the like manner as water rates are recoverable by the Company.

88. Where under this Act any question or dispute is to be referred to or determined by an arbitrator or arbitration then unless other provision is made the reference shall be to a single arbitrator to be agreed upon between the parties or failing agreement appointed by the President of the Institution of Civil Engineers on the application of any party to the dispute (after notice in writing to the other or others of them) and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference. Arbitration.

89. A judge of any court or a justice shall not be disqualified from acting in the execution of any Act or Order from time to time relating to the Company by reason of his being liable to any rate. Judges not disqualified.

90. Where the payment of more than one sum by any person is due under any Act or Order from time to time relating to the Company any summons or warrant issued for the purposes of any such Act or Order in respect of that person may contain in the body thereof or in a schedule thereto all the sums payable by him. Contents of summons &c.

91. Penalties imposed under any Act or Order from time to time relating to the Company for one and the same offence shall not be cumulative. Penalties not cumulative.

92. Save as otherwise by this Act expressly provided all offences against any Act or Order from time to time relating to the Company and all penalties Recovery of penalties &c.

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A.D. 1932. forfeitures costs and expenses imposed or recoverable under any such Act or Order or any byelaw made in pursuance thereof may be prosecuted and recovered in a summary manner. Provided that costs or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Recovery of demands.

93. Proceedings for the recovery of any demand made under the authority of any Act or Order from time to time relating to the Company whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Repeal.

94. The following enactments are hereby repealed:—

South Staffordshire Waterworks Act 1853—

Section IV (Limits of Act);

Section LXXIV (Providing against accidents by the bursting of any impounding reservoir).

South Staffordshire Waterworks Amendment Act 1857—

Section VIII (Power for justices to order repair of reservoirs);

Section IX (Form of order and proceedings thereunder);

Section XV (Extending limits of recited Act to Smethwick).

South Staffordshire Waterworks Amendment Act 1864—

Section 20 (Extending limits of recited Acts).

South Staffordshire Waterworks Act 1866—

Section 24 (Extending limits of recited Acts);

Section 26 (Mode of raising new capital);

Section 27 (New shares to be considered same as original shares);

Section 31 (As to mode of recovering certain sums).

South Staffordshire Waterworks Act 1875—

A.D. 1932.

Section 23 (Extension of limits for supply of water).

South Staffordshire Waterworks Act 1878—

Section 21 (Extension of limits for supply of water).

South Staffordshire Waterworks Act 1893—

Section 18 (New stock to be offered by auction or tender);

Section 19 (Purchase money of stock sold by auction or tender to be paid within three months);

Section 20 (Notice to be given as to sale &c. of stock);

Section 21 (Stock not sold by auction or tender to be offered to shareholders);

Schedule.

South Staffordshire Waterworks Order 1901—

Section 9 (New stock to be offered by auction or tender);

Section 10 (Purchase money of capital sold to be paid within three months);

Section 12 (Notice to be given as to sale of stock);

Section 13 (Stock not sold by auction or by tender to be offered to holders of ordinary stock).

The Act of 1909—

Section 16 (Company may sell &c. surplus lands of undertaking);

Section 63 (Recovery of penalties);

Section 64 (Recovery of demands).

South Staffordshire Waterworks Act 1913—

Section 22 (Closing of transfer books previous to declaring interim dividends);

Section 24 (Several sums in one summons);

Section 25 (Recovery of penalties);

Section 26 (Recovery of demands);

Section 28 (Penalties not cumulative).

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South Staffordshire Waterworks Act 1915—

- Section 36 (New stock to be sold by auction or tender);
- Section 50 (Recovery of penalties);
- Section 51 (Recovery of demands);
- Section 52 (Judges and justices not disqualified by liability to water rate);
- Section 53 (Penalties not cumulative).

The Act of 1922—

- Section 56 (New stock to be sold by auction or tender);
- Section 70 (Issue of redeemable preference capital and debenture stock);
- Section 72 (As to back dividends);
- Section 81 (Several sums in one summons);
- Section 82 (Liability to water rate not to disqualify justices from acting);
- Section 83 (Penalties not cumulative);
- Section 84 (Recovery of penalties);
- Section 85 (Recovery of demands).

Costs of Act.

95. 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 SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

STATEMENT OF THE AUTHORISED AND PAID-UP CAPITAL OF THE COMPANY.

CAPITAL AUTHORISED.			CAPITAL RAISED.				
(1) Act or Order.	(2) Amount.	(3) Premiums prior to 1901.	(4) Description.	(5) Maximum dividend.	(6) Nominal amount.	(7) Total premiums (including column (3)).	(8) Remaining to be issued.
1852	£ 25,000		Ordinary Stock Class A	Per cent. 10	£ 225,000		
1853	160,000		do. B	7	490,240		
1864	135,000		do. C	8	150,000	162,784	13,736
1866	80,000	88,060	Preference Stock (Dudley)	4	6,250		
1875	200,000		do. Classes A B C D E and F	5	350,050		
1878	150,000		do. (Redeemable)	5½	400,000		
1893	150,000						
1901	300,000						
1909	60,000						
1915	150,000						
1922	300,000						
	1,710,000	88,060*			1,621,540	162,784	13,736
		1,798,060				1,798,060	
1922	899,030		LOAN CAPITAL.				
Less Rent-charge	15,740		Permanent Debenture Stock	4	276,969	4,301	102,020
	£883,290		do.	5	500,000		
					776,969	4,301	102,020

* Prior to 1901 premiums were raised in addition to the amount of capital authorised.

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THE SECOND SCHEDULE.

AN AGREEMENT made the 11th day of November 1931
Between THE ROLLESTON WATER COMPANY LIMITED
whose registered office is at Number 55 Station
Street in the county borough of Burton-upon-Trent
(hereinafter called "the Vendors") of the one part
and THE SOUTH STAFFORDSHIRE WATERWORKS
COMPANY whose principal office is situate in Paradise
Street in the city of Birmingham (hereinafter called
"the Purchasers") of the other part.

Whereas—

(1) The Vendors are seised of the land, pumping station
water tower well and premises hereinafter described for an
estate in fee simple in possession free from incumbrances
subject to certain rights and easements and to the covenants
contained in a conveyance dated the 16th day of June 1925
and made between the Vernon Estates Limited of the first
part Ernest Baguley Edward Alfred Hadland Thomas Richard
Shercliff and William Shelly of the second part and the
Vendors of the third part and also subject to and with the
benefit of the covenants and conditions contained in a deed
of exchange dated the 19th day of May 1928 and made
between the Derwent Trading Company Limited of the one part
and the Vendors of the other part and the Purchasers are
desirous of purchasing the same premises for the like estate free
from incumbrances subject as aforesaid for the sum of £500 on
the terms and conditions hereinafter contained.

(2) The Purchasers are for this and other purposes
promoting in the Session of 1932 in Parliament a Bill (herein-
after referred to as "the Bill") intituled "A Bill to authorise
" the South Staffordshire Waterworks Company to construct
" new works and to raise additional capital to extend the limits
" of supply of the Company and for other purposes" one of
such purposes being to obtain the sanction of Parliament to this
agreement and the contract hereinafter contained.

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

1. The Vendors agree to sell to the Purchasers and the
Purchasers agree to purchase for the sum of £500 the freehold
land with the water tower and pumping station standing
thereon and the well thereunder comprised and described
in the schedule hereunder written and for the purpose of
identification only delineated on the Plans Nod. 1 and 2 attached

hereto and thereon edged with pink and coloured pink respectively And also all water mains and pipes water rights and wayleaves belonging to the Vendors and used and enjoyed by them in connection with the undertaking of the Vendors and the supply of water by them to premises in the parish of Rolleston in the county of Stafford Together with the rights of way and easements also mentioned in the said schedule (all hereinafter collectively referred to as "the premises") but subject as to all the premises as hereinafter mentioned. A.D. 1932.

2. The premises are sold and will be conveyed subject as follows :—

- (a) Subject to such liability as may now exist of maintaining the existing supply of water as now furnished to certain hereditaments and premises at Rolleston-on-Dove aforesaid from the said well water tower and pumping station and to the rights of the grantees under certain conveyances particulars of which have been supplied to the purchasers from Sir Oswald Mosley Baronet and his trustees or trustee and also from the Vernon Estates Limited to obtain water from the said water tower well and pumping station :
- (b) Subject to the right of the said Vernon Estates Limited and their assigns to obtain a supply of water from the said well water tower and pumping station for use by them and their assigns and other persons claiming through or under them at Rolleston Hall and other premises in the parish of Rolleston-on-Dove belonging to them in connection with the Rolleston Hall Estate the Vernon Estates Limited and their assigns or such other persons paying for such water at a rate to be fixed and adopted from time to time for water supplied to all users of water from or in connection with the premises agreed to be sold :
- (c) Subject to the liability (if any) to maintain in repair the south aisle of the parish church of Rolleston-on-Dove in common with all other persons subject to such liability (if any) :
- (d) Subject also as to the premises secondly described in the schedule hereto to the right of the Derwent Trading Company Limited and the persons deriving title under them and all persons entitled to use the same at all times and for all purposes to pass and repass either on foot or with vehicles of all descriptions over and across the small piece of land belonging to the Vendors on the south side of the said pumping station forming part of the Rolleston Hall Drive and also the right

A.D. 1932.

to use the water and gas or other pipes lying in and under the premises secondly described in the schedule hereto in common with the Purchasers the Purchasers and all persons deriving title under them, paying a proportionate part of the expense of keeping the said water gas and other pipes in repair:

- (e) Subject as to all the premises to the covenants contained in the said conveyance dated the 16th day of June 1925 and the covenants and conditions contained in the said deed of exchange dated the 19th day of May 1928 mentioned in clause 1 hereof:
- (f) Subject to all tithes tithe rentcharge chief and quit rents (if any) and all other outgoings payable in respect of the premises:
- (g) To all agreements entered into by the Vendors for the supply of water to premises and persons at Rolleston-on-Dove aforesaid:
- (h) To all rights of way water light drainage passage of soil and water and other easements or quasi easements affecting the premises without any obligation on the Vendors to define such rights and easements (if any) and subject also to the provisions of any scheme or resolution therefor made or adopted under any Housing and Town Planning Act for the time being in force.

3. The Vendors are selling as absolute owners.

4. The abstract of title to all the premises (except a small portion of land adjoining the pumping station and site thereof) shall commence with a conveyance dated the 11th day of October 1923 and made between Sir Oswald Mosley Baronet of the first part the Public Trustee of the second part John Thomas Twelvetree of the third part and the Vernon Estates Limited of the fourth part No objection enquiry or requisition shall be made with regard to the earlier title or any recital contained in the said conveyance As to the small part of the land adjoining the pumping station and site thereof acquired by the Vendors in 1928 by way of exchange with a conveyance on sale dated the 15th day of March 1926 made between the said Vernon Estates Limited of the first part Jesse Brown Frederick Herbert Porter and Wilfred Heald Slack of the second part and the Derwent Trading Company Limited of the third part No enquiry objection or requisition shall be made with regard to the earlier title or any recital contained in the said deed of exchange.

5. The purchase money shall be paid and the purchase completed within three calendar months from the date on which the Bill being now promoted by the Purchasers becomes an Act of Parliament all charges for water supplied being received

by the Vendors and all working and other expenses and rates taxes and other outgoings being paid by the Vendors up to the actual date of the conveyance of the property such charges expenses and outgoings being apportioned to that date where necessary and from and after the date of the said conveyance the Purchasers shall be entitled to possession of the premises and to all charges for water supplied and shall be responsible for all working and other expenses and shall pay all rates taxes and other outgoings in respect of the premises.

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6. The Vendors shall not be required or obliged to supply abstracts or copies of all or any of the said conveyances mentioned in clause 2 hereof from Sir Oswald Mosley and his trustees or trustee to the various persons and corporations entitled to obtain water from the said water tower well and pumping station and to maintain mains and waterpipes or of the said conveyances also mentioned in clause 2 hereof from the Vernon Estates Limited since the purchase by them of the Rolleston Hall Estate to various persons to whom they have granted rights to obtain water from the said water tower well and pumping station but shall be satisfied with the particulars that have been supplied to them prior to the date hereof.

7. The Purchasers shall in the conveyance of the premises to them enter into a covenant to indemnify and keep indemnified the Vendors from and against all liability to supply and maintain the existing supply of water from the said water tower well and pumping station to the persons corporations and premises at Rolleston-on-Dove entitled thereto by virtue of the said conveyances mentioned in clause 2 hereof and to the other persons with whom the Vendors have since the date of the conveyance of the premises to them entered into agreements for the supply of water and from and against all claims and demands in respect thereof and of the rights if any of the said persons and corporations in connection therewith so far as such liability and rights are still subsisting. The conveyance to the Purchasers shall also contain a declaration that all walls fences ways paths passages drains sewers rainwater pipes spouts gutters channels and other easements or quasi easements and privileges now or heretofore used in common or in connection with the premises agreed to be sold and any adjoining property shall continue to be so used and enjoyed and shall at all times be upheld maintained and repaired at the proportionate expense of the estate owners for the time being of the said premises and property respectively.

8. On completion the Purchasers shall grant to the Rolleston Swimming Club the use of the first three floors of the said water tower as dressing rooms with a right of access thereto as yearly tenants at a rent of £1 per annum.

9. This agreement shall be scheduled to and confirmed by the Bill being promoted by the Purchasers and all proper provisions

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A.D. 1932. shall be introduced into the Bill for confirming this agreement and conferring on the Purchasers any powers necessary to enable them to carry the same into effect. And the Purchasers shall use their best endeavours to obtain the enactment of these provisions. This agreement is also made subject to such alterations as Parliament may think fit to make therein but if Parliament or any committee thereof on the Bill make any material alterations to this agreement or any of the terms and conditions hereof it shall be competent to either of the parties to this agreement on giving fourteen days' notice in writing of their intention so to do to withdraw from the same and upon the expiration of such 14 days this agreement and everything herein contained shall become void and of no effect unless in the meantime the party hereto giving such notice withdraws the same.

10. This agreement shall incorporate or be deemed to incorporate the general conditions of 1925 so far as the same are not inconsistent with or varied by this agreement and are applicable to a sale by private treaty.

11. If any dispute or difference shall arise between the parties hereto as to this agreement or the construction thereof or as to any act matter or thing to be done in pursuance thereof or in regard to the rights and liabilities of the parties hereto respectively or any other matter or thing relating thereto such dispute or difference shall forthwith be referred to two arbitrators one to be appointed by the Vendors and the other by the Purchasers pursuant to the provisions of the Arbitration Act 1889.

In witness whereof the said parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written.

The SCHEDULE before referred to.

First All that piece of land situate at Rolleston-on-Dove in the county of Stafford on the south side of the road leading from the village of Rolleston-on-Dove to Tutbury with the water tower erected and standing thereon bounded on the east south and west by other lands and premises belonging to the Vendors.

Secondly All that piece of land with the pumping station and buildings erected and standing thereon and the well of water under the same and with the small piece of land on the south or south-east side thereof part of which forms part of the Rolleston Hall Drive situate on the south-east side of and adjoining certain buildings now or late used as stables forming part of the Rolleston Hall Estate bounded on all sides by land buildings and premises now or late belonging to the Vernon Estates Limited

All which said premises first and secondly described are for the purpose of identification only and not by way of limitation or enlargement delineated on the plans hereto annexed and thereon edged and coloured pink respectively. A.D. 1932.

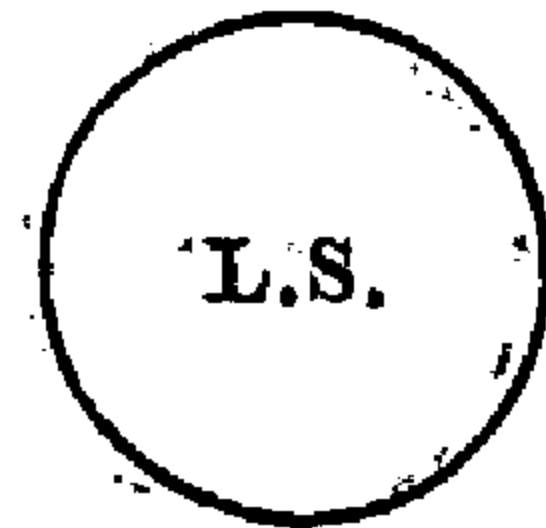
Thirdly So far only as the same belong to the Vendors and can be sold granted and conveyed by them All water mains and pipes and wayleaves belonging to or used in connection with the undertaking of the Vendors and the said water tower well and pumping station and the pumping engines plant and machinery used in connection therewith.

Together with a right of way as at present enjoyed at all times and for all purposes for the Purchasers and their agents servants and workmen and others employed by them with or without horses carriages lorries motors and vehicles mechanically propelled or otherwise to and from the land and pumping station secondly described over and along the entrance and carriage way or road in common with the Vernon Estates Limited and all other persons entitled to use the same to and from the road leading from Rolleston-on-Dove to Tutbury between the points marked A and B on the Plan No. 2 hereto annexed the Purchasers their successors and assigns paying a fair and proper proportion of the expense of keeping such road or carriage way in repair Together also with the right (so far as the same can lawfully be granted or assigned by the Vendors) for the Purchasers their successors and assigns their agents servants and workmen and others employed or authorised by them from time to time to enter into and upon the land and premises now or late belonging to the Vernon Estates Limited and known as the Rolleston Hall Estate and the lands and premises forming part of the said estate sold and conveyed to the various persons mentioned in the said conveyances referred to in clause 2 hereof for the purpose of digging up relaying repairing renewing cleansing and maintaining the water mains and pipes hereby agreed to be sold and of laying new mains and pipes in connection with the premises the Purchasers their successors and assigns making good at their own expense all damage caused thereby Together also with the right for the Purchasers to use in common with the Vernon Estates Limited and their assigns and all other persons entitled to the like privilege all electric light mains gas pipes water pipes rainwater pipes and sewers on the adjoining lands and premises now or late belonging to the Vernon Estates Limited as now enjoyed the Purchasers their successors and assigns paying a fair and proper proportion of the expense of keeping such mains pipes and sewers in repair Together also with the right for the Purchasers to maintain an overflow pipe from the said water tower firstly before described through and under the adjoining land of the Vendors on the south side thereof to the reservoir belonging to the Vendors for the overflow of water from the said water tower in the position shown

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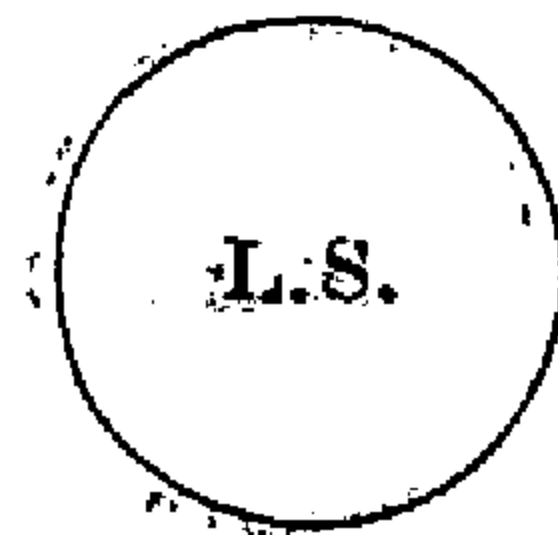
A.D. 1932. on the said Plan No. 1 by a red line and the right to enter upon the said adjoining land of the Vendors for the purpose of repairing and relaying the said overflow pipe or laying a fresh pipe the Purchasers their successors and assigns making good all damage done to the land of the Vendors by such works and relaying and restoring to the same level as before the surface thereof.

The common seal of the Rolleston
Water Company Limited was here-
unto affixed in the presence of



ERNEST F. BAGULEY }
T. R. SHERCLIFF } Directors.
T. F. SHELLY Secretary.

The common seal of the South
Staffordshire Waterworks Company
was hereunto affixed in the presence
of



H. K. BEALE }
J. EDWARD WILCOX } Directors.
H. KIRK Secretary.

THE THIRD SCHEDULE.

EXTENDED LIMITS.

County of Stafford :—

In the rural district of Lichfield—

Parish of Armitage.

Colton.

Elford.

Hamstall Ridware.

Haselour.

King's Bromley.

Longdon.

Mavesyn Ridware.

Pipe Ridware.

Tamhorn.

Yoxall.

So much of the parish of Farewell and Chorley as is
not immediately before the passing of this Act
within the limits of supply.

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Waterworks Act, 1932.

In the rural district of Tutbury—

A.D. 1932.

Parish of Anslow.
Dunstall.
Rolleston.
Tatenhill.

County of Derby :—

In the rural district of Repton—

Parish of Burnaston.
Bearwardcote.
Catton.
Coton-in-the-Elms.
Egginton.
Etwall.
Hilton.
Lullington.
Rosliston.
Walton-upon-Trent.

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