

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxiX.]



CHAPTER lxiX.

An Act to incorporate the Hartley Water Committee and to authorise them to construct works for affording an additional supply of water to the Mid Kent Water Company and the Gravesend and Milton Waterworks Company to incorporate the Cuxton Water Committee and to authorise them to construct works for affording an additional supply of water to the Mid Kent Water Company the Chatham and District Water Company the Higham and Hundred of Hoo Water Company and the mayor aldermen and citizens of the city of Rochester to authorise the construction of waterworks by each of the said companies and to confer further powers upon them and for other purposes.

A.D. 1936.

[14th July 1936.]

WHEREAS the Mid Kent Water Company the Gravesend and Milton Waterworks Company the Chatham and District Water Company and the Higham and Hundred of Hoo Water Company (in this Act referred to respectively as "the Mid Kent Company" "the Gravesend Company" "the Chatham Company" and "the Higham Company" and together as "the four Companies") are respectively the owners of waterworks and supply water pursuant to statutory authority within certain limits either adjoining or in close proximity

[Price 3s. 0d. Net]

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A.D. 1936. — to each other the area of which comprises (inter alia) a considerable part of North West Kent and contains a population which has largely increased and is increasing :

And whereas the mayor aldermen and citizens of the city of Rochester (in this Act respectively referred to as "the Corporation" and "the city") are the owners of waterworks and are supplying water in part of the city :

And whereas it is expedient that sources of supply not now being utilised should be jointly developed for the purpose of providing additional supplies of water to the four Companies and the Corporation and that a joint committee (in this Act referred to as "the Hartley Committee") representative of the Mid Kent Company and the Gravesend Company (in this Act together referred to as "the two Companies") and a joint committee (in this Act referred to as "the Cuxton Committee") representative of the Mid Kent Company the Chatham Company the Higham Company (in this Act together referred to as "the three Companies") and the Corporation (the three Companies and the Corporation being in this Act together referred to as "the four partners") should respectively be incorporated and empowered to make and maintain the works hereinafter in this Act respectively described and to acquire lands therefor :

And whereas it is expedient that provision should be made as in this Act contained for the apportionment of the water to be derived from the works of the Hartley Committee between the two Companies and of the water to be derived from the works of the Cuxton Committee between the four partners and for the raising by the three Companies of funds necessary for and in connection with the construction of the said works :

And whereas it is expedient that powers should be conferred as in this Act contained upon each of the four Companies with respect to the construction of other works necessary for the purposes of this Act and with respect to the acquisition of lands therefor and that the other powers and provisions contained in this Act in relation to each of the four Companies and the Corporation should be conferred and enacted :

And whereas it is expedient that such other provisions should be made as are in this Act contained : A.D. 1936.
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And whereas the objects of this Act cannot be attained without the authority of Parliament :

And whereas plans showing the lands required or which may be taken or used compulsorily for the purposes of or under the powers of this Act such plans showing the lines or situations of the said works and sections showing the levels of such works with a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the county council of the administrative county of Kent and are in this Act respectively referred to as the deposited plans sections and book of reference :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

PART I.

PRELIMINARY.

1.—(1) This Act may be cited as the North West Kent Joint Water Act 1936. Short and
collective
titles.

(2) (a) The Mid Kent Water Acts and Orders 1898 to 1930 and so much of this Act as relates to the Mid Kent Company may be cited together as the Mid Kent Water Acts and Orders 1898 to 1936.

(b) The Chatham and District Water Acts and Order 1860 to 1926 and so much of this Act as relates to the Chatham Company may be cited together as the Chatham and District Water Acts and Order 1860 to 1936.

(c) The Higham and Hundred of Hoo Water Acts and Orders 1890 to 1925 and so much of this Act as relates to the Higham Company may be cited together as the Higham and Hundred of Hoo Water Acts and Orders 1890 to 1936.

A.D. 1936.
Division of
Act into
Parts.

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

Part I.—Preliminary.

Part II.—Constitution of Hartley Committee.

Part III.—Powers to Hartley Committee with respect to lands works &c.

Part IV.—Powers to the two Companies with respect to lands works &c.

Part V.—Apportionment of water and expenditure of Hartley Committee.

Part VI.—Constitution of Cuxton Committee.

Part VII.—Powers to Cuxton Committee with respect to lands works &c.

Part VIII.—Powers to the three Companies with respect to lands works &c.

Part IX.—Apportionment of water and expenditure of Cuxton Committee.

Part X.—General provisions applicable to the taking of lands and construction of works.

Part XI.—Financial provisions relating to the four Companies.

Part XII.—Miscellaneous :

Provided always that save as in this Act specially provided the division of this Act into Parts shall not nor shall anything in the titles to such Parts affect the construction of this Act.

Incorporation of
general
Acts.

3.—(1) 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) :—

(a) The Lands Clauses Acts except sections 16 and 17 of the Lands Clauses Consolidation Act 1845 :

8 & 9 Vict.
c. 18.

Provided that any question of disputed compensation under this Act (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Hartley Committee the Cuxton Committee the Mid Kent Company the Gravesend Company the

[26 GEO. 5. &
1 EDW. 8.]

North West Kent
Joint Water Act, 1936.

[Ch. lxiX.]

Chatham Company or the Higham Company A.D. 1936.
(as the case may require) on the one hand and
the person claiming the compensation on the
other hand or in default of such agreement
appointed by the Minister of Health on the
application of either party :

Provided also that section 34 of the Lands
Clauses Consolidation Act 1845 shall be read
and have effect subject to the following proviso
in all cases in which notice of the effect of such
proviso accompanies any offer of purchase
money and compensation made by the promoters
of the undertaking :

“ Provided that if a party to whom
a sum shall have been offered by the
promoters of the undertaking at least ten
days before the commencement of the
hearing before the arbitrator fails within
ten days of the making of the offer to
notify the promoters of the undertaking
in writing that he accepts the same all
the costs and expenses of the promoters
of the undertaking of and incidental to
the arbitration incurred by them after the
date of the offer shall if he subsequently
accepts such offer be borne by him in-
cluding any fees and expenses of the
arbitrator ” ;

(b) The provisions of the Waterworks Clauses Act 10 & 11 Vict.
1847 with respect to the following matters c. 17.
(that is to say) :—

The construction of the waterworks ;

Mines ;

The provision for guarding against fouling
the water of the undertakers ;

The recovery of damages not specially
provided for and of penalties and the
determination of any other matters referred
to justices ;

Access to the special Act ;

and section 60 (Penalty for destroying valves
&c.) of that Act ;

A.D. 1936.
26 & 27 Vict.
c. 93.

(c) The provisions of the Waterworks Clauses Act 1863 with respect to the security of the reservoirs constructed by the undertakers and section 20 (Penalty for use of water without agreement) of that Act;

8 & 9 Vict.
c. 16.

(d) The Companies Clauses Consolidation Act 1845 except the provisions thereof with respect to the conversion of the borrowed money into capital and except (so far as this Act relates to the Mid Kent Company the Chatham Company and the Higham Company respectively) the provisions thereof which are inconsistent with the provisions of any special enactment relating to that company;

26 & 27 Vict.
c. 118.

(e) 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 Provided that in the application of Part III of the said Act of 1863 section 22 of that Act shall be read as if the words "and to the same amount as" were omitted therefrom;

8 & 9 Vict.
c. 20.

(f) The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof and for the purposes of this Act such provisions shall have effect as if the pumping stations and the service reservoir by this Act authorised and so much of the aqueducts by this Act authorised as will not be constructed in a highway were respectively referred to in lieu of "the railway" and as if the outside of the pumping stations the boundaries of the service reservoir and of so much of the aqueducts as aforesaid were respectively referred to in lieu of "the centre of the railway."

(2) In the construction of the provisions of the Lands Clauses Acts the Waterworks Clauses Acts 1847

and 1863 and the Railways Clauses Consolidation Act 1845 incorporated with this Act— A.D. 1936.

(a) the expressions “the promoters of the undertaking” “the undertakers” and “the Company” shall mean respectively—

As regards the Hartley joint works the Hartley Committee;

As regards the Cuxton joint works the Cuxton Committee;

As regards the Mid Kent works the Mid Kent Company;

As regards the Gravesend works the Gravesend Company;

As regards the Chatham works the Chatham Company;

As regards the Higham works the Higham Company;

(b) the expressions “the works” “the undertaking” and “the waterworks” shall mean respectively—

As regards the Hartley Committee the Hartley joint works;

As regards the Cuxton Committee the Cuxton joint works;

As regards the Mid Kent Company the Mid Kent works;

As regards the Gravesend Company the Gravesend works;

As regards the Chatham Company the Chatham works;

As regards the Higham Company the Higham works.

(3) In relation to this Act the expression “the limits of the special Act” where used in the provisions of the Waterworks Clauses Act 1847 with respect to the provision for guarding against fouling the water of the undertakers incorporated with this Act shall mean any limits for the supply of gas in which the Hartley joint works the Cuxton joint works the Mid Kent works the Gravesend works the Chatham works or the Higham works or any part thereof respectively are situate.

A.D. 1936.

(4) The provisions of the Companies Clauses Consolidation Act 1845 and of the Companies Clauses Act 1863 as respectively incorporated with this Act shall extend and apply to the Mid Kent Company the Chatham Company and the Higham Company respectively as if each of those companies had been constituted by this Act.

Interpreta-
tion.

4. In this Act unless the context otherwise requires the expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings And the expressions—

“The Hartley Committee” means the Hartley Water Committee incorporated by this Act;

“The Cuxton Committee” means the Cuxton Water Committee incorporated by this Act;

“The Mid Kent Company” means the Mid Kent Water Company;

“The Gravesend Company” means the Gravesend and Milton Waterworks Company;

“The Chatham Company” means the Chatham and District Water Company;

“The Higham Company” means the Higham and Hundred of Hoo Water Company;

“The city” means the city of Rochester;

“The Corporation” means the mayor aldermen and citizens of the city;

“The two Companies” means the Mid Kent Company and the Gravesend Company;

“The three Companies” means the Mid Kent Company the Chatham Company and the Higham Company;

“The four Companies” means the Mid Kent Company the Gravesend Company the Chatham Company and the Higham Company;

“The four partners” means the three Companies and the Corporation and “partner” shall be construed accordingly;

“The Hartley joint works” means the works authorised by Part III (Powers to Hartley Committee with respect to lands works &c.) of this Act to be constructed by the Hartley

Committee and all works in connection therewith or subsidiary thereto; A.D. 1936.

“The Cuxton joint works” means the works authorised by Part VII (Powers to Cuxton Committee with respect to lands works &c.) of this Act to be constructed by the Cuxton Committee and all works in connection therewith or subsidiary thereto;

“The Mid Kent (Hartley) works” and “the Mid Kent (Cuxton) works” mean respectively the works authorised by Parts IV and VIII of this Act to be constructed by the Mid Kent Company and all works in connection therewith or subsidiary thereto respectively and “the Mid Kent works” means the Mid Kent (Hartley) works and the Mid Kent (Cuxton) works;

“The Gravesend works” “the Chatham works” and “the Higham works” mean respectively the works authorised by Parts IV and VIII of this Act to be constructed by the Gravesend Company the Chatham Company and the Higham Company respectively and all works in connection therewith or subsidiary thereto respectively;

“The aqueducts” means the aqueducts or line or lines of pipes by this Act authorised;

“The directors” means in relation to any of the four Companies the directors of that company;

“The town clerk” means the town clerk of the city;

“The tribunal” means the arbitrator or other authority to whom any question of disputed purchase money or compensation under this Act is referred;

“The standing arbitrator” means (as the context may require) the standing arbitrator appointed under the section of this Act of which the marginal note is “Standing arbitrator (Hartley)” or the standing arbitrator appointed under the section of this Act of which the marginal note is “Standing arbitrator (Cuxton)”;

A.D. 1936.

“The undertaking” means in relation to any of the four Companies the undertaking of that company for the time being authorised and in relation to the Corporation the water undertaking of the Corporation;

41 & 42 Vict.
c. 76.

“Telegraphic line” has the same meaning as in the Telegraph Act 1878;

“The county council” means the county council of the administrative county of Kent;

“County road” means a county road for the time being vested in the county council;

“County bridge” means a bridge for the time being maintained by or at the expense of the county council and includes the approaches to any such bridge and any culverts or other similar structures for the time being maintained by or at the expense of the county council and the road over such bridge or structure.

PART II.

CONSTITUTION OF HARTLEY COMMITTEE.

Name and
incorpora-
tion of
Hartley
Committee.

5. For the purposes of this Act there shall be a joint committee consisting of representatives of the two Companies to be called “the Hartley Water Committee” and by that name the members for the time being of the Hartley Committee shall be one body corporate and shall be and are by this Act incorporated accordingly with perpetual succession and a common seal and with power to hold and dispose of lands without any licence in mortmain.

Constitu-
tion and
appoint-
ment of
Hartley
Committee.

6.—(1) The Hartley Committee shall consist of four members of whom two shall represent the Mid Kent Company and two shall represent the Gravesend Company.

(2) The members of the committee representing each of the two Companies shall once at least in each year be nominated by the directors.

(3) The directors may also at any time and from time to time nominate a deputy for any member of the committee nominated by them (being either a director or an officer of the company represented by

such member) which deputy while acting in the place of a member shall represent such company and be entitled to exercise and discharge all the powers and duties of the member for whom he is nominated as deputy and be deemed to be a member of the Hartley Committee.

A.D. 1936.

(4) The directors may from time to time at their pleasure remove any member of the committee or any deputy nominated by them.

7.—(1) The first members of the Hartley Committee shall be nominated within one month after the passing of this Act and shall hold office for one year and until their successors be nominated and the directors shall as soon as may be nominate the persons to be members of the Hartley Committee to supply the places of those from time to time retiring from office and the place of any member who dies or is removed but members of the Hartley Committee retiring from office shall nevertheless be competent to act until their successors are nominated as aforesaid and any member of the Hartley Committee retiring from office shall be eligible for re-nomination.

Further provisions with respect to Hartley Committee.

(2) Any member of the Hartley Committee may at any time resign his office as such member at any meeting of the Hartley Committee or by writing addressed to the chairman of the Hartley Committee (of which resignation notice shall be given by the secretary of the Hartley Committee to the company represented by such member) and the directors shall as soon as may be nominate a person to be a member of the Hartley Committee to supply his place (but to hold office so long only as the person in whose place he shall have been nominated would have been entitled to continue if he had remained in office) but the resignation of a member of the Hartley Committee of his office as such shall not affect his office (if any) as a director or officer of either of the two Companies.

(3) A certificate under the hand of the chairman of the directors that representatives or a representative have or has been nominated by the directors to be members or a member of the Hartley Committee or that any person has been nominated by the directors to be a deputy for any member shall be

A.D. 1936. — conclusive evidence of such nomination and every such certificate shall be delivered or sent by registered letter addressed to the secretary of the Hartley Committee at their principal office.

(4) No act of the Hartley Committee shall be invalid or illegal by reason only of any irregularity in the nomination of any member of the Hartley Committee or of any deputy for any member or of the omission of the directors to supply any vacancy.

Meetings
and quorum
of Hartley
Committee.

8.—(1) The first meeting of the Hartley Committee (of which not less than seven clear days' previous notice shall be given) shall be held at such time and place as shall be specified in a notice signed by the secretary of the Gravesend Company delivered to each member of the Hartley Committee or sent by registered letter addressed to him at his usual residence or place of business.

(2) All subsequent meetings of the Hartley Committee shall be held at such time and place as the Hartley Committee from time to time resolve and appoint.

(3) The quorum at all meetings of the Hartley Committee shall be three members thereof personally present.

(4) If a quorum be not present at the time appointed for any meeting of the Hartley Committee or within half an hour thereafter the meeting shall stand adjourned until that day week at the same hour and place as that appointed for the meeting so adjourned but if at such adjourned meeting a quorum is not present at the time appointed therefor or within half an hour thereafter the members or member of the Hartley Committee then present shall (subject to the provisions of the section of this Act of which the marginal note is "References to standing arbitrator (Hartley)") be entitled to proceed with and transact the business upon the agenda for the adjourned meeting.

(5) Subject to the provisions of this Part of this Act such notice shall be given to the members of the Hartley Committee of the holding of a meeting of the Hartley Committee as the Hartley Committee from time to time by resolution determine.

9. The Hartley Committee shall from time to time appoint a chairman of the Hartley Committee to hold office for such period as at or before the appointment the Hartley Committee shall by resolution determine but so that the chairman for each successive period so determined shall be a representative of each of the two Companies in succession and at all meetings of the Hartley Committee the chairman or in his absence some member of the committee chosen by the members present shall preside.

A.D. 1936.
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Chairman
of Hartley
Committee.

10. The Hartley Committee may from time to time by resolution appoint or dissolve a sub-committee or sub-committees and may delegate to any such sub-committee and such sub-committee shall accordingly have and may exercise such of the duties and powers of the Hartley Committee as the resolution appointing the sub-committee may define.

Sub-com-
mittees.

11. Subject as in this Act provided all questions arising at a meeting of the Hartley Committee shall be decided by a majority of the members present at the meeting but it shall be competent for the Hartley Committee to reconsider any question so decided at their next meeting if any two members of the Hartley Committee whether present or not at the meeting at which the decision was made shall by writing addressed to the chairman or secretary of the Hartley Committee so request.

Questions
to be
decided by
a majority
of votes.

12. Sections 97 98 and 100 109 to 114 124 to 127 135 139 and 140 of the Companies Clauses Consolidation Act 1845 shall so far as applicable apply to the Hartley Committee and to their members and officers and in construing those sections for the purposes of this Act in relation to the Hartley Committee the expression "the company" shall mean the Hartley Committee and the expression "directors" shall mean members of the Hartley Committee.

Application
of certain
provisions of
Companies
Clauses
Consolida-
tion Act
1845.

13. The Hartley Committee shall cause proper books of account and other books in relation thereto to be kept and shall prepare quarterly statements to the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first

Accounts.

A.D. 1936.

day of December in each year showing in all necessary detail the receipts and expenditure of the Hartley Committee in carrying into effect so much of this Act as relates to the Hartley Committee and also an annual statement of accounts and shall furnish to each of the two Companies copies of each of such quarterly statements as soon as may be practicable after the same shall have been prepared and also copies of the said annual statement of accounts on or before the first day of March in the year next following that to which the said annual statement of accounts relates. The Hartley Committee shall also on or before such last mentioned date furnish to the clerk of the peace of the county of Kent free of charge a copy of the said annual statement of accounts.

Auditors to
Hartley
Committee.

14.—(1) The Hartley Committee shall appoint either a single auditor (not being a director of either of the two Companies) or a firm of accountants (no partner in which being such a director) to audit the annual statement of accounts of the Hartley Committee which auditor or firm shall hold office for one year but shall be eligible for re-appointment.

(2) The remuneration of the auditor or firm of accountants shall be fixed from time to time by the Hartley Committee and shall be paid as part of and as provided by this Act with respect to the expenditure on revenue account of the Hartley Committee.

(3) If any auditor of the Hartley Committee dies or if any such auditor or any firm of accountants appointed under this section resigns the Hartley Committee may appoint another auditor or firm of accountants in his or their place and any auditor or firm of accountants so appointed shall hold office until the next ordinary occasion for the appointment of auditors.

Standing
arbitrator
(Hartley).

15.—(1) At the first meeting of the Hartley Committee and subsequently at the first meeting of the Hartley Committee in each year a standing arbitrator shall be appointed to determine questions submitted to him under the provisions of this Act and unless three of or all members of the Hartley Committee

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxix.]

present and voting at a meeting of the Hartley Committee of which not less than seven clear days' previous notice in writing calling and specifying the object of the meeting shall have been given agree in the choice of the standing arbitrator he shall be a person nominated from time to time at the request of either of the two Companies by the President of the Institution of Civil Engineers.

A.D. 1936.

(2) This Part of this Act shall be deemed within the meaning and for the purposes of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force so far as the said Acts apply to statutory arbitrations to be a submission by the two Companies to the standing arbitrator as a single arbitrator of all differences which by this Act are referred to the decision of the standing arbitrator.

52 & 53 Vict.
c. 49.
24 & 25
Geo. 5. c. 14.

(3) Every standing arbitrator appointed or nominated under the provisions of this Part of this Act shall continue in office for one year from the time of his appointment or nomination unless in any case the office is sooner vacated by death incapacity to act resignation or otherwise in which case a standing arbitrator shall be appointed or nominated in his place in manner hereinbefore provided but to hold office only to the end of the year for which his predecessor was appointed or nominated.

(4) Any standing arbitrator vacating office shall be eligible for re-appointment or re-nomination.

(5) The remuneration of the standing arbitrator shall be fixed from time to time by the Hartley Committee and shall be paid as part of and as provided by this Act with respect to the expenditure on revenue account of the Hartley Committee.

16.—(1) If any question as to any matter in which the interests of the two Companies are not identical (as to which a memorandum in writing under the hands of both members of the Hartley Committee representing the same company shall be conclusive) arise under this Act and upon such question both the members representing one of the two Companies present and voting at a meeting of the Hartley

References
to standing
arbitrator
(Hartley).

A.D. 1936.

Committee vote in the same sense then on the request of the representatives of either of the two Companies present at such meeting delivered to the chairman or secretary of the Hartley Committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him notwithstanding that his term of office may have expired before his decision shall have been given.

(2) Where the business of an adjourned meeting of the Hartley Committee has notwithstanding the absence of the prescribed quorum been transacted in pursuance of the provisions of subsection (4) of the section of this Act of which the marginal note is "Meetings and quorum of Hartley Committee" and the representatives of either of the two Companies consider that the business so transacted involved a question as to a matter in which the interests of the two Companies are not identical and upon which they hold an opinion contrary to or inconsistent with the decision made at such meeting then on the request of such representatives delivered to the chairman or secretary of the Hartley Committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him notwithstanding that his term of office may have expired before his decision shall have been given.

(3) The decision of the standing arbitrator shall in all cases be final and binding on the Hartley Committee and on the two Companies.

(4) The standing arbitrator shall nevertheless on the request of the Hartley Committee or of the directors of either of the two Companies signified under the hand of the chairman or secretary of that company review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have prospective operation only and shall not affect anything done or suffered under the decision reviewed.

Power to
appoint
officers.

17. The Hartley Committee may appoint pay and remove a secretary and such other officers and servants as they may think fit.

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxix.]

PART III.

A.D. 1936.

POWERS TO HARTLEY COMMITTEE WITH RESPECT TO
LANDS WORKS &C.

18. Subject to the provisions of this Act the Hartley Committee may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference make and maintain the works hereinafter in this section described and the Hartley Committee may also enter upon take use and hold all or any of the lands delineated on the said plans and described in the said book of reference which may be required for the purposes of the Hartley joint works or for any other purpose connected with the undertaking of the Hartley Committee.

Power to
Hartley
Committee
to construct
works.

The works hereinbefore in this section referred to are—

Work No. 1 A well and pumping station (in this Act referred to as "the Hartley pumping station") in the parish of Hartley in the rural district of Dartford in the enclosure numbered in the said parish 107 on the 1/2500 Ordnance map Kent sheet No. XVIII.9 (edition of 1908).

19. In the construction of any of the works authorised by this Part of this Act or of any part of any of such works the Hartley Committee may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans.

Limits of
deviation
for Hartley
joint
works.

20. Subject to the provisions of this Act the Hartley Committee may pump collect impound take use divert and appropriate all underground waters which will or may be taken or intercepted by means of the Hartley joint works.

Power to
Hartley
Committee
to take
waters.

21. The Hartley Committee 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.

Limiting
powers of
Hartley
Committee
to abstract
water.

A.D. 1936.

—
Acquisition
by Hartley
Committee
of lands by
agreement.

22. In addition to any other lands which the Hartley Committee are by this Act authorised to acquire the Hartley Committee may by agreement purchase take on lease or otherwise acquire and may hold for the purposes of their undertaking further lands (not exceeding in the whole five acres) or any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) over or in respect of lands which the Hartley Committee may deem necessary for those purposes. Provided that the Hartley Committee shall not create or permit any nuisance on any such lands nor erect any buildings thereon except offices and dwellings for employees and such buildings as are required for or connected with or incident to the purposes of their undertaking.

Retention
and disposal
of lands by
Hartley
Committee.

23. Notwithstanding anything in this Act to the contrary the Hartley Committee may retain hold and use for such time as they may think fit or may sell lease exchange or otherwise dispose of to such person in such manner and for such consideration 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 in any lands acquired or authorised to be held by them under the authority of any Act for the time being relating to the Hartley Committee 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 any money for equality of exchange.

The nett proceeds of sale of any lands or of any interests therein sold or disposed of by the Hartley Committee under the powers of this section shall be paid by the Hartley Committee to the two Companies in proportion to the agreed Hartley reservations.

Reservation
of water
rights &c.
by Hartley
Committee.

24. The Hartley Committee on selling any lands held by them for the purposes of their undertaking and not required for those purposes may reserve to themselves all or any part of the water rights or other

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxi.]

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.

A.D. 1936.

25.—(1) For the purpose of protecting against pollution nuisance encroachment or injury any of the waters which the Hartley Committee are from time to time empowered to take the Hartley Committee 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 their undertaking so long as they shall deem it necessary or expedient for those purposes :

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

Provided that the Hartley Committee 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 their undertaking but the restrictions of this section shall not apply in respect of lands leased or sold by the Hartley Committee.

(2) The Hartley Committee may in upon or under the lands referred to in subsection (1) of this section construct and lay down drains sewers watercourses catch-pits and other works and conveniences necessary or proper for the purpose of intercepting or taking any foul waters arising or flowing on such lands or necessary or proper for preventing the water which the Hartley Committee are from time to time empowered to take from being polluted and the Hartley Committee 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.

(3) The Hartley Committee may make and carry into effect agreements with the owners lessees or occupiers of any lands with reference to the execution

A.D. 1936.

by the Hartley Committee 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 Hartley Committee are from time to time empowered to take.

Power to
make super-
annuation
and other
allowances.

26.—(1) It shall be lawful for the Hartley Committee to make superannuation and other allowances and to pay or contribute towards pensions or gratuities to any employee or (where in any particular case no adequate provision is in the opinion of the Hartley Committee otherwise made) to the widow or family or any dependant of any employee.

12 & 13
Geo. 5. c. 59.

(2) The Hartley Committee may enter into and carry into effect agreements with any local authority as defined by the Local Government and Other Officers' Superannuation Act 1922 to which that Act applies or with any insurance company or other association or company for securing to any such employee widow family or dependant such gratuities pensions superannuation allowances or payments as are by this section authorised to be made.

(3) The Hartley Committee may apply their funds and revenues for the purposes of this section.

Provision of
dwelling-
houses for
employees
by Hartley
Committee.

27. The Hartley Committee may purchase or take on lease and maintain dwelling-houses for employees and may erect maintain and let dwelling-houses for and to employees upon any land for the time being belonging to the Hartley Committee for the purposes of their undertaking and (subject to the terms of the lease) upon any lands for the time being leased to the Hartley Committee for the purposes of their undertaking.

Supply of
water in
bulk by
Hartley
Committee.

28. The Hartley Committee may enter into and carry into effect agreements with any person for the supply of water to such person in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon and for the execution of the works and the acquisition of lands requisite for the purpose of any such supply Provided that such supply shall not be given within the statutory limits for the supply of water by any person except with the consent of that person.

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxiX.]

PART IV.

A.D. 1936.

POWERS TO THE TWO COMPANIES WITH RESPECT
TO LANDS WORKS &C.

29. Subject to the provisions of this Act the Mid Kent Company may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Mid Kent Company may also enter upon take use and hold all or any of the lands delineated on the said plans and described in the said book of reference which may be required for the purposes of the Mid Kent (Hartley) works or for any other purpose connected with the undertaking.

Power to
Mid Kent
Company
to construct
Mid Kent
(Hartley)
works.

The works hereinbefore in this section referred to are—

Work No. 2 An aqueduct or line or lines of pipes in the parishes of Hartley Ash next Ridley and Ridley in the rural district of Dartford and the parishes of Stansted and Wrotham in the rural district of Malling commencing at or in the Hartley pumping station (Work No. 1) authorised by this Act and terminating in the said parish of Wrotham by a junction with the intended aqueduct or line or lines of pipes (Work No. 16) authorised by the Mid Kent Water Act 1930 at a point in the old road leading from Farningham to Wrotham approximately one hundred yards measured in a south-easterly direction from the "Horse and Groom" inn.

20 & 21
Geo. 5.
c. lxxxiv.

30. Subject to the provisions of this Act the Gravesend Company may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Gravesend Company may also enter upon take use and hold all or any of the lands delineated

Power to
Gravesend
Company
to construct
works.

A.D. 1936. — on the said plans and described in the said book of reference which may be required for the purposes of the Gravesend works or for any other purpose connected with the undertaking.

The works hereinbefore in this section referred to are—

Work No. 3 A reservoir in the parish of Cobham in the rural district of Strood in the enclosure numbered in the former parish of Nurstead 1 on the 1/2500 Ordnance map Kent sheet No. XVIII.2 (edition of 1933);

Work No. 4 A waste water conduit in the said parish of Cobham and in the urban district of Northfleet commencing at or in the said reservoir (Work No. 3) and terminating at or in the soakaway of the existing reservoir of the Gravesend Company in the enclosure numbered in the urban district of Northfleet 2 on the last-mentioned Ordnance map and sheet;

Work No. 5 An aqueduct or line or lines of pipes in the parishes of Hartley and Longfield in the rural district of Dartford and the said parish of Cobham commencing at or in the Hartley pumping station (Work No. 1) authorised by this Act and terminating at or in the said reservoir (Work No. 3);

Work No. 6 An aqueduct or line or lines of pipes in the said parish of Cobham and the said urban district of Northfleet commencing at or in the said reservoir (Work No. 3) and terminating by a junction with the existing aqueduct or line or lines of pipes of the Gravesend Company in the said urban district at a point immediately opposite the main entrance gates of the existing Meopham pumping station of that company.

Limits of deviation for Mid Kent (Hartley) works and Gravesend works.

31. In the construction of any of the works authorised by this Part of this Act to be constructed by them respectively or of any part of any of such works each of the two Companies may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and where on any road

no such limits are shown the boundaries of such road (including for this purpose any roadside waste forming part of or adjoining the road) shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent Provided that no embankment for a reservoir shall be constructed at any greater height above the general surface of the ground than that shown on the deposited sections and six feet in addition thereto and that except for the purpose of crossing over a stream dyke watercourse or railway no part of the aqueducts shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

A.D. 1936.

32. Subject to the provisions of this Act the Mid Kent (Hartley) works and the Gravesend works shall for all purposes form part of the undertakings of the Mid Kent Company and the Gravesend Company respectively.

Mid Kent (Hartley) works and Gravesend works to form part of undertakings of respective companies.

PART V.

APPORTIONMENT OF WATER AND EXPENDITURE OF HARTLEY COMMITTEE.

33.—(1) The cost of the construction of the Hartley joint works and of the acquisition of lands and interests in lands therefor including all costs charges and expenses incidental thereto and all other expenditure incurred by the Hartley Committee in carrying into execution so much of this Act as relates to the Hartley joint works and is properly chargeable to capital account and so much of the costs charges and expenses referred to in the section of this Act of which the marginal note is "Costs of Act" as is referable to so much of this Act as constitutes and confers powers upon the Hartley Committee (all of which are in this Act included within the expression and referred to as "the Hartley capital cost of construction") shall be met out of moneys provided by the two Companies in the following proportions (namely):—

Contributions by the two Companies to cost of construction of Hartley joint works.

by the Mid Kent Company fifty-two and one-half per centum;

by the Gravesend Company forty-seven and one-half per centum;

A.D. 1936. subject to all proper adjustments being made as
— between the two Companies in respect of any ex-
penditure included in the Hartley capital cost of
construction which shall be due to requirements which
are not common to both the two Companies.

(2) The aggregate amount of the moneys provided
by each of the two Companies under this section shall
constitute a loan by that company to the Hartley
Committee for the purposes of this Act which loan
shall be a charge on the undertaking of the Hartley
Committee and shall (subject to the payment by the
Hartley Committee of interest thereon in accordance
with the provisions of this section) be deemed to be
made in perpetuity and not repayable.

(3) The Hartley Committee shall pay to each
of the two Companies interest at the rate of four per
centum per annum less income tax at the current rate
upon the aggregate amount for the time being of the
moneys provided by them respectively under this
Part of this Act (after giving credit for any amount
repaid by the Hartley Committee to the two Com-
panies consequent upon any sale or disposal by the
Hartley Committee of surplus lands or other assets)
such interest not to commence to accrue from any
date earlier than the date upon which water from the
Hartley joint works first becomes available to the
two Companies and to be payable on the thirty-first
day of March the thirtieth day of June the thirtieth
day of September and the thirty-first day of
December in every year.

Provision
of capital
cost of
construction
of Hartley
joint
works.

34.—(1) The Hartley Committee shall from time
to time in a minute of the Committee estimate the
amount of money required by them for the purposes
of defraying the Hartley capital cost of construction
and every such minute shall state the purpose or
purposes for which such money is required shall
require that such money shall be paid by the two
Companies in the proportions specifically mentioned
in the last preceding section of this Act and shall fix
the times at which such money is to be paid to the
bankers of the Hartley Committee and copies of every
such minute signed by the chairman of the meeting
at which such minute was made and by the secretary
of the Hartley Committee shall be sent to the

secretaries of the two Companies addressed to their respective principal offices. A.D. 1936.

(2) The amount specified in the minute shall at or before the time so fixed be paid by the two Companies but the amounts so paid shall be subject to adjustments corresponding to those made in accordance with the provisions of subsection (1) of the last preceding section of this Act and each of the two Companies on the one hand and the Hartley Committee on the other hand shall from time to time account each with the other in respect of the amount so paid. The respective sums so payable shall be deemed to be debts due from the two Companies respectively to the Hartley Committee as from the date fixed for the payment thereof.

(3) If either of the two Companies make default in such payment the company so in default shall unless otherwise resolved by the Hartley Committee pay to the Hartley Committee interest at the rate of seven per centum per annum on the amount due from such company to be calculated from the day fixed for the payment thereof until the day when the same is paid.

(4) The Hartley Committee may in any court of competent jurisdiction recover from the company so in default the money so due and it shall be sufficient in any proceedings for such recovery for the Hartley Committee to produce the minute book containing the estimate on which their claim is founded and to prove that a copy of the minute thereof duly authenticated was sent to the secretary of the company in default addressed to the principal office of that company and that the sum mentioned in such minute has not been paid.

35.—(1) The Hartley Committee may from time to time in a minute of the Committee specify the amount of money required by them as a provision in advance for their estimated working expenses and every such minute shall fix the times at which such money is to be paid to the bankers of the Hartley Committee and copies of every such minute signed by the chairman of the Hartley Committee shall be sent to the secretaries of the two Companies addressed to their respective principal offices.

Provision
of funds
for working
expenses
of Hartley
Committee.

A.D. 1936.

(2) The amount specified in the minute shall at or before the time so fixed be paid by the two Companies in proportion to the agreed Hartley reservations and the aggregate amount of the moneys provided by each of the two Companies under this section shall constitute a loan by that company to the Hartley Committee for the purposes of this Act which loan shall (subject to the payment by the Hartley Committee of interest thereon in accordance with the provisions of the section of this Act of which the marginal note is "Contributions by the two Companies to cost of construction of Hartley joint works") be deemed to be made in perpetuity and not repayable. The respective sums so payable shall be deemed to be debts due from the two Companies respectively to the Hartley Committee as from the date fixed for the payment thereof.

(3) The provisions of subsections (3) and (4) of the last preceding section of this Act shall mutatis mutandis extend and apply for the purposes of this section.

Water to be
delivered
to the two
Companies.

36. Subject to the provisions of this Act the following provisions shall have effect with respect to the water which can from time to time reasonably be pumped and delivered by means of the Hartley joint works in any day (in this section referred to as "the daily yield of the Hartley joint works") :—

(1) Upon the completion of the Hartley joint works each of the two Companies shall be entitled to and to have delivered to them by the Hartley Committee by means of the said works and the Hartley Committee may and shall deliver to them such quantities of water as they may respectively require not exceeding (subject as hereinafter provided) in any day the following shares of the daily yield of the Hartley joint works (namely) :—

in the case of the Mid Kent Company
fifty-two and one-half per centum ;

in the case of the Gravesend Company
forty-seven and one-half per centum ;

(which maximum shares in the daily yield are in this Act referred to as "the agreed Hartley reservations"):

A.D. 1936.
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Provided that if on any day either of the two Companies shall not require to have delivered to them the whole of the quantity of water to which they are entitled under the provisions of this section the other of them shall be entitled (subject to the provisions of this Part of this Act relating to the manner in which the expenditure on revenue account of the Hartley Committee shall be borne by the two Companies having been complied with) to have delivered to them such additional quantity of water as they may require not exceeding the quantity which the first-mentioned company do not require:

- (2) Subject as aforesaid the water to be supplied to the two Companies from the Hartley joint works shall be delivered in such uniform hourly quantities and at such times as shall be reasonably required by the two Companies respectively and such water shall (unless the Mid Kent Company or the Gravesend Company as the case may be shall otherwise reasonably require) be delivered—

(a) to the Mid Kent Company into Work No. 2 authorised by this Act at such a pressure as shall not be less than equivalent to eight hundred and fifty-five feet above Ordnance datum (Newlyn);

(b) to the Gravesend Company into Work No. 5 authorised by this Act at such a pressure as shall not be less than equivalent to three hundred and fifty-five feet above Ordnance datum (Newlyn).

37. Subject to the provisions of this Act the following provisions shall have effect with respect to the expenditure incurred by the Hartley Committee in the maintenance and management of the Hartley joint works and all other expenditure incurred by the Hartley Committee in carrying into execution so much of this Act as relates to the Hartley joint works and

Expenses of
maintenance
&c. of
Hartley
joint
works.

A.D. 1936. — is properly chargeable to revenue account (all of which is in this Act included in the expression and referred to as “the Hartley expenditure on revenue account”):—

(1) As soon as practicable after the expiry of each quarter ending on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in every year (or in the case of the period next after the date upon which water from the Hartley joint works becomes available to the two Companies after whichever of the said four quarterly days shall first occur after such date) the Hartley Committee shall ascertain the Hartley expenditure on revenue account in respect of and properly referable to such quarter or other period as aforesaid and the proportions in which such expenditure shall be borne between and repaid to the Hartley Committee by the two Companies respectively in the following manner:—

(a) The gross expenditure on revenue account shall be ascertained and divided in accordance with the following classifications (in this section referred to respectively as “Class I” “Class II” and “Class III”):—

Class I (Interest component) Interest paid by the Hartley Committee to each of the two Companies in accordance with the provisions of the section of this Act of which the marginal note is “Contributions by the two Companies to cost of construction of Hartley joint works” income tax and local rates in respect of Hartley joint works;

Class II (Standing charges component) Insurance management costs pensions and superannuation allowances or provision therefor allocations to renewal or reserve funds water analyses maintenance and repairs of Hartley joint works (exclusive of ordinary repairs to pumping plant) salary of superintendent of Hartley joint works and remuneration of standing arbitrator;

Class III (Running expenses com-
ponent) Fuel power purchased in lieu
of fuel oil stores waste labour main-
tenance and repairs of pumping plant
(exclusive of extraordinary repairs to or
renewals of such plant) and all other
ordinary running expenses;

A.D. 1936.
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(b) The actual quantities of water
delivered to each of the two Companies
during the quarter or other period aforesaid
shall be ascertained;

(c) Credit shall be given against the
expenditure included in Class I for so
much of any revenue derived from the
supply by the Hartley Committee of water
in bulk otherwise than to the two Companies
as is properly referable to interest income
tax and local rates in respect of Hartley
joint works and the balance of such
expenditure shall be borne between the two
Companies in the proportions in which the
said companies respectively shall have borne
the Hartley capital cost of construction
in accordance with the provisions of the
section of this Act of which the marginal
note is "Contributions by the two Companies
"to cost of construction of Hartley joint
"works" after all adjustments required
under subsection (1) of that section shall
have been made;

(d) Credit shall be given against the
expenditure included in Class II for any
rents and other miscellaneous revenue
derived from the undertaking of the Hartley
Committee (other than the nett proceeds
of sale or disposal of any plant which
proceeds shall be credited to the renewal
or reserve fund) and for so much of any
revenue derived from the supply by the
Hartley Committee of water in bulk other-
wise than to the two Companies as is
properly referable to standing charges
attributable to such supply and the balance

A.D. 1936.
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of such expenditure shall subject as hereinafter in this section provided be borne between the two Companies in proportion to the agreed Hartley reservations;

(e) Credit shall be given against the expenditure included in Class III for so much of any revenue derived from the supply by the Hartley Committee of water in bulk otherwise than to the two Companies as is properly referable to running expenses attributable to such supply and the balance of such expenditure shall be borne between the two Companies in proportion to the quantities of water delivered to them respectively during the quarter or other period aforesaid :

Provided that—

(i) the expenditure upon fuel or power purchased in lieu thereof included in Class III shall (as an adjustment in respect of the difference between the pressures specifically mentioned in subsection (2) of the section of this Act of which the marginal note is "Water to be delivered to the two Companies") be borne by the Mid Kent Company and the Gravesend Company respectively in the proportion which three times the number of thousands of gallons of water actually delivered to the Mid Kent Company during the quarter or other period aforesaid bears to twice the number of thousands of gallons of water actually delivered to the Gravesend Company during such quarter or other period or (in the event of any alteration of the said pressures) in such other proportion as may be agreed between the two Companies or failing agreement determined by the standing arbitrator;

(ii) if the quantity of water actually delivered to either of the two Companies in any quarter shall not exceed (in the case of the Mid Kent Company)

one-third of fifty-two and one-half per centum of the average daily yield of the Hartley joint works during the quarter as agreed between the two Companies or determined under the section of this Act of which the marginal note is "References to standing arbitrator (Hartley)" and (in the case of the Gravesend Company) one-third of forty-seven and one-half per centum of such average daily yield it shall for the purpose of ascertaining the quantity of water delivered to that company be assumed that the quantity so delivered was the quantity lastly hereinbefore mentioned in relation to that company but this proviso shall have effect with respect to any such other period as aforesaid subject to the substitution for the said last-mentioned quantity of a quantity which shall bear the same proportion to the said last-mentioned quantity as the said period bears to a quarter of a year; and

(iii) any expenditure upon maintenance and repairs included in Class II; and

any expenditure included in Class III; which is referable to requirements not common to the two Companies and in respect of which an adjustment has been made under the section of this Act of which the marginal note is "Contributions by the two Companies to cost of construction of Hartley joint works" shall be borne by the company to meet whose requirements such expenditure was incurred:

(2) As soon as may be practicable after the expiration of each such quarter or other period as aforesaid the Hartley Committee shall by a minute of the Committee specify the amount due from each of the two Companies as ascertained in accordance with the foregoing provisions of this section and copies of every such minute signed by the chairman

A.D. 1936.
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of the meeting at which such minute was made and by the secretary of the Hartley Committee shall be sent to the secretaries of the two Companies addressed to their respective principal offices and the amount so specified shall within twenty-eight days after the receipt of the copy of such minute be paid by the company from which it is due :

- (3) If either of the two Companies make default in such payment the company so in default shall unless otherwise resolved by the Hartley Committee pay to the Hartley Committee interest at the rate of seven per centum per annum on the amount due from such company to be calculated from the expiration of the said period of twenty-eight days until the day when the same is paid :
- (4) The Hartley Committee may in any court of competent jurisdiction recover from the company so in default the amount so due and it shall be sufficient in any proceedings for the Hartley Committee to produce the minute book containing the specification of the amount so claimed and to prove that a copy of the minute thereof duly authenticated was sent to the secretary of the company in default addressed to the principal office of that company and that the sum mentioned in such minute has not been paid :
- (5) The payment of any amount specified in the said minute shall not be refused or delayed on account of any difference arising under this section having been referred to the standing arbitrator but all adjustments between the two Companies necessary to carry the decision of the said arbitrator into effect shall be duly made.

Hartley
Committee
to provide
gauges &c.

38.—(1) The Hartley Committee shall from time to time provide and maintain suitable gauges meters or other apparatus for measuring and recording the pressure and quantity of water from time to time taken by or delivered to each of the two Companies and shall cause the quantities so taken in every day of twenty-four hours to be entered in a register to be kept for the

purpose The secretary of either of the two Companies or any person authorised by them in writing shall be at liberty to inspect such gauges meters and other apparatus and take extracts from such register whenever they see fit so to do.

A.D. 1936.

(2) The measurements shown by the said gauges meters or other apparatus shall be accepted as prima facie evidence of the quantities of water taken by or delivered to the two Companies respectively.

PART VI.

CONSTITUTION OF CUXTON COMMITTEE.

39. For the purposes of this Act there shall be a joint committee consisting of representatives of the four partners to be called "the Cuxton Water Committee" and by that name the members for the time being of the Cuxton Committee shall be one body corporate and shall be and are by this Act incorporated accordingly with perpetual succession and a common seal and with power to hold and dispose of lands without any licence in mortmain.

Name and
incorpora-
tion of
Cuxton
Committee.

40.—(1) The Cuxton Committee shall consist of eleven members of whom two shall represent the Mid Kent Company four shall represent the Chatham Company three shall represent the Higham Company and two shall represent the Corporation.

Constitution
and appoint-
ment of
Cuxton
Committee.

(2) The members of the committee representing each of the three Companies shall once at least in each year be nominated by the directors and the members of the committee representing the Corporation shall once at least in each year be nominated by the Corporation.

(3) The directors and the Corporation may also at any time and from time to time nominate a deputy for any member of the committee nominated by them (being in the case of the three Companies either a director or an officer of the company represented by such member and in the case of the Corporation a member of the council of the city or an officer of the Corporation) which deputy while acting in the place of a member shall represent such company or the Corporation as the case may be and shall be entitled

A.D. 1936.

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to exercise and discharge all the powers and duties of the member for whom he is nominated as deputy and be deemed to be a member of the Cuxton Committee.

(4) The directors and the Corporation respectively may from time to time at their pleasure remove any member of the committee or any deputy nominated by them.

Further
provisions
with
respect to
Cuxton
Committee.

41.—(1) The first members of the Cuxton Committee shall be nominated within one month after the passing of this Act and shall hold office for one year and until their successors be nominated and the directors and the Corporation respectively shall as soon as may be nominate the persons to be members of the Cuxton Committee to supply the places of those from time to time retiring from office and the place of any member who dies or is removed but members of the Cuxton Committee retiring from office shall nevertheless be competent to act until their successors are nominated as aforesaid and any member of the Cuxton Committee retiring from office shall be eligible for re-nomination.

(2) Any member of the Cuxton Committee may at any time resign his office as such member at any meeting of the Cuxton Committee or by writing addressed to the chairman of the Cuxton Committee (of which resignation notice shall be given by the secretary of the Cuxton Committee to the company represented by such member or to the Corporation as the case may require) and the directors or the Corporation (as the case may require) shall as soon as may be nominate a person to be a member of the Cuxton Committee to supply his place (but to hold office so long only as the person in whose place he shall have been nominated would have been entitled to continue if he had remained in office) but the resignation of a member of the Cuxton Committee representing any one of the three Companies of his office as such shall not affect his office (if any) as a director or officer of that company.

(3) A certificate under the hand of the chairman of the directors that representatives or a representative have or has been nominated by the directors to be

members or a member of the Cuxton Committee or that any person has been nominated by the directors to be a deputy for any member shall be conclusive evidence of such nomination and a certificate under the hand of the town clerk that representatives or a representative have or has been nominated by the Corporation to be members or a member of the Cuxton Committee or that any person has been nominated by the Corporation to be a deputy for any member shall be conclusive evidence of such nomination. A.D. 1936.

(4) Every such certificate shall be delivered or sent by registered letter addressed to the secretary of the Cuxton Committee at their principal office.

(5) No act of the Cuxton Committee shall be invalid or illegal by reason only of any irregularity in the nomination of any member of the Cuxton Committee or of any deputy for any member or of the omission of the directors or of the Corporation to supply any vacancy.

42.—(1) The first meeting of the Cuxton Committee (of which not less than seven clear days' previous notice shall be given) shall be held at such time and place as shall be specified in a notice signed by the secretary of the Chatham Company delivered to each member of the Cuxton Committee or sent by registered letter addressed to him at his usual residence or place of business. Meetings and quorum of Cuxton Committee.

(2) All subsequent meetings of the Cuxton Committee shall be held at such time and place as the Cuxton Committee from time to time resolve and appoint.

(3) The quorum at all meetings of the Cuxton Committee shall be four members thereof personally present which number shall include one representative of each of the four partners.

(4) If a quorum be not present at the time appointed for any meeting of the Cuxton Committee or within half an hour thereafter the meeting shall stand adjourned until that day week at the same hour and place as that appointed for the meeting so adjourned but if at such adjourned meeting a quorum is not present at the time appointed therefor or within half an hour thereafter the members or member of the

A.D. 1936. Cuxton Committee then present shall (subject to the provisions of the section of this Act of which the marginal note is "References to standing arbitrator (Cuxton)") be entitled to proceed with and transact the business upon the agenda for the adjourned meeting.

(5) Subject to the provisions of this Part of this Act such notice shall be given to the members of the Cuxton Committee of the holding of a meeting of the Cuxton Committee as the Cuxton Committee from time to time by resolution determine.

Standing
arbitrator
(Cuxton).

43.—(1) At the first meeting of the Cuxton Committee and subsequently at the first meeting of the Cuxton Committee in each year a standing arbitrator shall be appointed to determine questions submitted to him under the provisions of this Act and unless six members of the Cuxton Committee (including at least one representative of each of the four partners) present and voting at a meeting of the Cuxton Committee of which not less than seven clear days' previous notice in writing calling and specifying the object of the meeting shall have been given agree in the choice of the standing arbitrator he shall be a person nominated from time to time at the request of any one or more of the four partners by the President of the Institution of Civil Engineers.

(2) This Part of this Act shall be deemed within the meaning and for the purposes of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force so far as the said Acts apply to statutory arbitrations to be a submission by the four partners to the standing arbitrator as a single arbitrator of all differences which by this Act are referred to the decision of the standing arbitrator.

(3) Every standing arbitrator appointed or nominated under the provisions of this Part of this Act shall continue in office for one year from the time of his appointment or nomination unless in any case the office is sooner vacated by death incapacity to act resignation or otherwise in which case a standing arbitrator shall be appointed or nominated in his place in manner hereinbefore provided but to hold office only to the end of the year for which his predecessor was appointed or nominated.

(4) Any standing arbitrator vacating office shall be eligible for re-appointment or re-nomination. A.D. 1936.

(5) The remuneration of the standing arbitrator shall be fixed from time to time by the Cuxton Committee and shall be paid as part of and as provided by this Act with respect to the expenditure on revenue account of the Cuxton Committee.

44.—(1) If any question as to any matter in which the interests of the four partners are not identical (as to which a memorandum in writing under the hands of any two members of the Cuxton Committee representing either the same company or the Corporation shall be conclusive) arise under this Act and upon such question all the members representing one of the four partners present and voting at a meeting of the Cuxton Committee vote in the same sense then on the request of the representatives or of the majority of the representatives of any of the four partners present at such meeting delivered to the chairman or secretary of the Cuxton Committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him notwithstanding that his term of office may have expired before his decision shall have been given. References to standing arbitrator (Cuxton).

(2) Where the business of an adjourned meeting of the Cuxton Committee has notwithstanding the absence of the prescribed quorum been transacted in pursuance of the provisions of subsection (4) of the section of this Act of which the marginal note is "Meetings and quorum of Cuxton Committee" and the representatives of any of the four partners consider that the business so transacted involved a question as to a matter in which the interests of the four partners are not identical and upon which they hold an opinion contrary to or inconsistent with the decision made at such meeting then on the request of such representatives delivered to the chairman or secretary of the Cuxton Committee within ten days after such meeting such question shall be referred to the standing arbitrator for the time being and shall be decided by him notwithstanding that his term of office may have expired before his decision shall have been given.

A.D. 1936.

(3) The decision of the standing arbitrator shall in all cases be final and binding on the Cuxton Committee and on the four partners.

(4) The standing arbitrator shall nevertheless on the request of the Cuxton Committee or of the directors of any of the three Companies signified under the hand of the chairman or secretary of that company or of the Corporation signified under the hand of the town clerk review any previous decision of himself or of any former arbitrator but any alteration of any such decision shall have prospective operation only and shall not affect anything done or suffered under the decision reviewed.

Application
to Cuxton
Committee
of certain
sections of
this Act
relating to
Hartley
Committee.

45. The sections of this Act the marginal notes of which are respectively—

“ Chairman of Hartley Committee ”;

“ Sub-committees ”;

“ Questions to be decided by a majority of votes ”;

“ Application of certain provisions of Companies
Clauses Consolidation Act 1845 ”;

“ Accounts ”;

“ Auditors to Hartley Committee ”;

“ Power to appoint officers ”;

shall extend and apply to and in relation to the Cuxton Committee as fully and effectually as if such sections had been re-enacted in this Part of this Act with the substitution of references to “ the Cuxton Committee ” and “ the four partners ” for references to “ the Hartley Committee ” and “ the two Companies ” :

Provided that for the purposes of such extension and application the section of this Act of which the marginal note is “ Questions to be decided by a majority of votes ” shall be read and have effect as if for the word “ two ” therein there were substituted the word “ three ” and the section of this Act of which the marginal note is “ Auditors to Hartley Committee ” shall be read and have effect as if in subsection (1) thereof there were inserted after the word “ Companies ” the words “ or a member of the council of the city ” and after the word “ director ” the words “ or member.”

PART VII.

A.D. 1936.

POWERS TO CUXTON COMMITTEE WITH RESPECT
TO LANDS WORKS &C.

46. Subject to the provisions of this Act the Cuxton Committee may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Cuxton Committee may also enter upon take use and hold all or any of the lands delineated on the said plans and described in the said book of reference which may be required for the purposes of the Cuxton joint works or for any other purpose connected with the undertaking of the Cuxton Committee.

Power to
Cuxton
Committee
to construct
works.

The works hereinbefore in this section referred to are—

Work No. 7 A well and pumping station (in this Act referred to as "the Cuxton pumping station") in the parish of Cuxton in the rural district of Strood in the enclosure numbered in the said parish 27 on the 1/2500 Ordnance map Kent sheet No. XVIII.8 (edition of 1933);

Work No. 8 An aqueduct or line or lines of pipes in the said parish of Cuxton commencing at or in the Cuxton pumping station (Work No. 7) and terminating at a point in Bush Road approximately eighty yards measured in an easterly direction from the junction of that road with Upper Bush Road;

Work No. 9 An aqueduct or line or lines of pipes in the said parish of Cuxton commencing by a junction with the said aqueduct or line or lines of pipes (Work No. 8) at its point of termination and terminating in enclosure numbered in the said parish 65 on the 1/2500 Ordnance map Kent sheet No. XIX.9 (edition of 1932).

A.D. 1936.

—
Limits of
deviation
for Cuxton
joint works.

47. In the construction of any of the works authorised by this Part of this Act or of any part of any of such works the Cuxton Committee may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road (including for this purpose any roadside waste forming part of or adjoining the road) shall be deemed to be such limits and they may also (subject to the provisions of the next succeeding section of this Act) deviate vertically from the levels shown on the deposited sections to any extent. Provided that except for the purpose of crossing over a stream dyke water-course or railway no part of the aqueducts shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Power to
Cuxton
Committee
to take
waters.

48. Subject to the provisions of this Act the Cuxton Committee may pump collect impound take use divert and appropriate all underground waters which will or may be taken or intercepted by means of the Cuxton joint works. Provided that no water shall be abstracted otherwise than from the chalk formation.

Limiting
powers of
Cuxton
Committee
to abstract
water.

49. The Cuxton Committee 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.

Application
to Cuxton
Committee
of certain
sections of
Act
relating to
taking of
lands and
execution
of works
by Hartley
Committee.

50. The sections of this Act the marginal notes of which are respectively—

- “ Acquisition by Hartley Committee of lands by agreement ”;
- “ Retention and disposal of lands by Hartley Committee ”;
- “ Reservation of water rights &c. by Hartley Committee ”;
- “ Power to Hartley Committee to hold lands and exercise powers for protection of waters ”;
- “ Power to make superannuation and other allowances ”;
- “ Provision of dwelling-houses for employees by Hartley Committee ”;

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxiX.]

shall extend and apply to and in relation to the Cuxton Committee as fully and effectually as if such sections had been re-enacted in this Part of this Act with the substitution of references to "the Cuxton Committee" "the four partners" and "the agreed Cuxton reservations" for references to "the Hartley Committee" "the two Companies" and "the agreed Hartley reservations."

A.D. 1936.

51. The Cuxton Committee may enter into and carry into effect agreements with any person for the supply of water to such person in bulk for any purpose and for such remuneration and on such terms and conditions and for such period as may be agreed upon and for the execution of the works and the acquisition of lands requisite for the purpose of any such supply Provided that such supply shall not be given within the statutory limits for the supply of water by any person except with the consent of that person.

Supply of
water in
bulk by
Cuxton
Committee.

PART VIII.

POWERS TO THE THREE COMPANIES WITH RESPECT TO LANDS WORKS &C.

52. Subject to the provisions of this Act the Mid Kent Company may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Mid Kent Company may also enter upon take use and hold all or any of the lands delineated on the said plans and described in the said book of reference which may be required for the purposes of the Mid Kent (Cuxton) works or for any other purpose connected with the undertaking.

Power to
Mid Kent
Company
to construct
Mid Kent
(Cuxton)
works.

The works hereinbefore in this section referred to are—

Work No. 10 An aqueduct or line or lines of pipes in the parishes of Cuxton and Halling in the rural district of Strood commencing by a junction with the said aqueduct or line

A.D. 1936.

or lines of pipes (Work No. 9) authorised by this Act at its point of termination and terminating by a junction with the existing aqueduct or line or lines of pipes of the Mid Kent Company at a point in Chapel Lane in the said parish of Halling approximately four hundred yards measured in a north-westerly direction from the "Black Boy" public-house.

Power to
Chatham
Company
to construct
works.

53. Subject to the provisions of this Act the Chatham Company may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Chatham Company may also enter upon take use and hold all or any of the lands delineated on the said plans and described in the said book of reference which may be required for the purposes of the Chatham works or for any other purpose connected with the undertaking.

The works hereinbefore in this section referred to are—

Work No. 11 An aqueduct or line or lines of pipes in the parish of Cuxton in the rural district of Strood and the city and borough of Rochester commencing by a junction with the said aqueduct or line or lines of pipes (Work No. 9) authorised by this Act at its point of termination and terminating at or in the existing Borstal reservoir of the Chatham Company in the said city and borough.

Power to
Higham
Company
to construct
works.

54. Subject to the provisions of this Act the Higham Company may in the county of Kent and in the lines or situations and in upon or under the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections make and maintain the works hereinafter in this section described and the Higham Company may also enter upon take use and hold all or any of the lands delineated on the

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxxix.]

said plans and described in the said book of reference which may be required for the purposes of the Higham works or for any other purpose connected with the undertaking. A.D. 1936.

The works hereinbefore in this section referred to are—

Work No. 12 An aqueduct or line or lines of pipes in the parishes of Cuxton and Cobham in the rural district of Strood commencing by a junction with the said aqueduct or line or lines of pipes (Work No. 8) authorised by this Act at its point of termination and terminating by a junction with the existing aqueduct or line or lines of pipes of the Higham Company in the road in the said parish of Cobham leading from Dartford to Rochester approximately one hundred and fifty yards measured in an easterly direction from the junction of Crutches Lane and Watling Street.

55. In the construction of any of the works authorised by this Part of this Act to be constructed by them respectively or of any part of any of such works each of the three Companies may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road (including for this purpose any roadside waste forming part of or adjoining the road) shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent Provided that except for the purpose of crossing over a river stream dyke water-course or railway no part of the aqueducts shall be raised above the surface of the ground unless and except so far as is shown on the deposited sections.

Limits of deviation for Mid Kent (Cuxton) works Chatham works and Higham works.

56. Subject to the provisions of this Act the Mid Kent (Cuxton) works the Chatham works and the Higham works shall for all purposes form part of the undertakings of the Mid Kent Company the Chatham Company and the Higham Company respectively.

Mid Kent (Cuxton) works Chatham works and Higham works to form part of undertakings of respective companies.

A.D. 1936.

PART IX.

APPORTIONMENT OF WATER AND EXPENDITURE OF
CUXTON COMMITTEE.

Contribu-
tions by
the four
partners
to cost of
construction
of Cuxton
joint
works.

57.—(1) The cost of the construction of the Cuxton joint works and of the acquisition of lands and interests in lands therefor including all costs charges and expenses incidental thereto and all other expenditure incurred by the Cuxton Committee in carrying into execution so much of this Act as relates to the Cuxton joint works and is properly chargeable to capital account and so much of the costs charges and expenses referred to in the section of this Act of which the marginal note is “Costs of Act” as is referable to so much of this Act as constitutes and confers powers upon the Cuxton Committee (all of which are in this Act included within the expression and referred to as “the Cuxton capital cost of construction”) shall be met out of moneys provided by the four partners in the following proportions (namely):—

by the Mid Kent Company seventeen per centum;

by the Chatham Company forty per centum;

by the Higham Company thirty per centum;

by the Corporation thirteen per centum;

subject to all proper adjustments being made as between the four partners in respect of any expenditure included in the Cuxton capital cost of construction which shall be due to requirements which are not common to all the four partners.

(2) The aggregate amount of the moneys provided by each of the four partners under this section shall constitute a loan by that partner to the Cuxton Committee for the purposes of this Act which loan shall be a charge on the undertaking of the Cuxton Committee and shall (subject to the payment by the Cuxton Committee of interest thereon in accordance with the provisions of this section) be deemed to be made in perpetuity and not repayable.

(3) The Cuxton Committee shall pay to each of the four partners interest at the rate of four per centum per annum less income tax at the current rate upon the aggregate amount for the time being

of the moneys provided by them respectively under this Part of this Act (after giving credit for any amount repaid by the Cuxton Committee to the four partners consequent upon any sale or disposal by the Cuxton Committee of surplus lands or other assets) such interest not to commence to accrue from any date earlier than the date upon which water from the Cuxton joint works first becomes available to the four partners and to be payable on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in every year.

A.D. 1936.

58.—(1) The Cuxton Committee shall from time to time in a minute of the committee estimate the amount of money required by them for the purposes of defraying the Cuxton capital cost of construction and every such minute shall state the purpose or purposes for which such money is required shall require that such moneys shall be paid by the four partners in the proportions specifically mentioned in the last preceding section of this Act and shall fix the times at which such money is to be paid to the bankers of the Cuxton Committee and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the Cuxton Committee shall be sent to the secretaries of the three Companies addressed to their respective principal offices and to the town clerk addressed to the Guildhall Rochester.

Provision
of capital
cost of
construction
of Cuxton
joint
works.

(2) The amount specified in the minute shall at or before the time so fixed be paid by the four partners but the amounts so paid shall be subject to adjustments corresponding to those made in accordance with the provisions of subsection (1) of the last preceding section of this Act and each of the four partners on the one hand and the Cuxton Committee on the other hand shall from time to time account each with the other in respect of the amount so paid. The respective amounts so payable shall be deemed to be debts due from the four partners respectively to the Cuxton Committee as from the date fixed for the payment thereof.

(3) If any of the four partners make default in such payment the partner so in default shall unless

A.D. 1936. otherwise resolved by the Cuxton Committee pay to the Cuxton Committee interest at the rate of seven per centum per annum on the amount due from such company to be calculated from the day fixed for the payment thereof until the day when the same is paid.

(4) The Cuxton Committee may in any court of competent jurisdiction recover from the partner so in default the money so due and it shall be sufficient in any proceedings for such recovery for the Cuxton Committee to produce the minute book containing the estimate on which their claim is founded and to prove that a copy of the minute thereof duly authenticated was sent to the secretary of the company in default addressed to the principal office of that company or to the town clerk addressed to the Guildhall Rochester (as the case may require) and that the sum mentioned in such minute has not been paid.

Provision
of funds
for working
expenses of
Cuxton
Committee.

59.—(1) The Cuxton Committee may from time to time in a minute of the committee specify the amount of money required by them as a provision in advance for their estimated working expenses and every such minute shall fix the times at which such money is to be paid to the bankers of the Cuxton Committee and copies of every such minute signed by the chairman of the Cuxton Committee shall be sent to the secretaries of the three Companies addressed to their respective principal offices and to the town clerk addressed to the Guildhall Rochester.

(2) The amount specified in the minute shall at or before the time so fixed be paid by the four partners in proportion to the agreed Cuxton reservations and the aggregate amount of the moneys provided by each of the four partners under this section shall constitute a loan by that partner to the Cuxton Committee for the purposes of this Act which loan shall (subject to the payment by the Cuxton Committee of interest thereon in accordance with the provisions of the section of this Act of which the marginal note is "Contributions by the four partners to cost of construction of Cuxton joint works") be deemed to be made in perpetuity and not repayable. The respective sums so payable shall be deemed to be debts due from the four partners respectively to the

Cuxton Committee as from the date fixed for the payment thereof. A.D. 1936.

(3) The provisions of subsections (3) and (4) of the last preceding section of this Act shall mutatis mutandis extend and apply for the purposes of this section.

60. Subject to the provisions of this Act the following provisions shall have effect with respect to the water which can from time to time reasonably be pumped and delivered by means of the Cuxton joint works in any day (in this section referred to as "the daily yield of the Cuxton joint works") :—

Water to
be delivered
to the four
partners.

(1) Upon the completion of the Cuxton joint works each of the four partners shall be entitled to and to have delivered to them by the Cuxton Committee by means of the said works and the Cuxton Committee may and shall deliver to them such quantities of water as they may respectively require not exceeding (subject as hereinafter provided) in any day the following shares of the daily yield of the Cuxton joint works (namely) :—

in the case of the Mid Kent Company
seventeen per centum ;

in the case of the Chatham Company
forty per centum ;

in the case of the Higham Company
thirty per centum ;

in the case of the Corporation thirteen
per centum ;

(which maximum shares in the daily yield are in this Act referred to as "the agreed Cuxton reservations") :

Provided that if on any day any one or more of the four partners shall not require to have delivered to them the whole of the quantity or quantities of water to which they are respectively entitled under the provisions of this section the others or other of them shall be entitled (subject to the provisions of this Part of this Act relating to the manner in which the expenditure on revenue account of the Cuxton Committee shall be borne by

A.D. 1936.
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the four partners having been complied with) to have delivered to them such additional quantities or quantity of water as they may require (not exceeding in the aggregate the quantity which the first-mentioned partner or partners do not require) as shall (having regard to the maximum shares to which the partners so requiring are respectively entitled in the daily yield of the Cuxton joint works) represent their proportionate share in the quantities or quantity of water which the first-mentioned partners or partner do or does not require:

- (2) Subject as aforesaid the water to be supplied to the four partners from the Cuxton joint works shall be delivered in such uniform hourly quantities and at such times as shall be reasonably required by the four partners respectively and such water shall (unless the Mid Kent Company the Chatham Company the Higham Company or the Corporation as the case may be shall otherwise reasonably require) be delivered at such a pressure as shall not be less than equivalent to three hundred and seventy-three feet above Ordnance datum (Newlyn) at the termination of Work No. 8 authorised by this Act nor less than equivalent to three hundred and sixty feet above that datum at the termination of Work No. 9 authorised by this Act—

(a) to the Mid Kent Company into Work No. 10 authorised by this Act;

(b) to the Chatham Company into Work No. 11 authorised by this Act;

(c) to the Higham Company into Work No. 12 authorised by this Act;

(d) to the Corporation into the aqueduct conduit or line or lines of pipes authorised by the Rochester Corporation Act 1936 at its point of junction with Work No. 9 authorised by this Act at the termination of such last-mentioned work or into any line of pipes terminating at the said point constructed by the Corporation under any powers for the time being possessed by them.

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxix.]

61. Subject to the provisions of this Act the following provisions shall have effect with respect to the expenditure incurred by the Cuxton Committee in the maintenance and management of the Cuxton joint works and all other expenditure incurred by the Cuxton Committee in carrying into execution so much of this Act as relates to the Cuxton joint works and is properly chargeable to revenue account (all of which is in this Act included in the expression and referred to as "the Cuxton expenditure on revenue account") :—

A.D. 1936.

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Expenses
of main-
tenance &c.
of Cuxton
joint
works.

- (1) As soon as practicable after the expiry of each quarter ending on the thirty-first day of March the thirtieth day of June the thirtieth day of September and the thirty-first day of December in every year (or in the case of the period next after the date upon which water from the Cuxton joint works becomes available to the four partners after whichever of the said four quarterly days shall first occur after such date) the Cuxton Committee shall ascertain the Cuxton expenditure on revenue account in respect of and properly referable to such quarter or other period as aforesaid and the proportions in which such expenditure shall be borne between and repaid to the Cuxton Committee by the four partners respectively in the following manner :—

(a) The gross expenditure on revenue account shall be ascertained and divided in accordance with the following classifications (in this section referred to respectively as "Class I" "Class II" and "Class III") :—

Class I (Interest component) Interest paid by the Cuxton Committee to each of the four partners in accordance with the provisions of the section of this Act of which the marginal note is "Contributions by the four partners to cost of construction of Cuxton joint works" income tax and local rates in respect of Cuxton joint works ;

Class II (Standing charges component) Insurance management costs pensions and

A.D. 1936.
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superannuation allowances or provision therefor allocations to renewal or reserve funds water analyses maintenance and repairs of Cuxton joint works (exclusive of ordinary repairs to pumping plant) salary of superintendent of Cuxton joint works and remuneration of standing arbitrator;

Class III (Running expenses component) Fuel power purchased in lieu of fuel oil stores waste labour maintenance and repairs of pumping plant (exclusive of extraordinary repairs to or renewals of such plant) and all other ordinary running expenses;

(b) The actual quantities of water delivered to each of the four partners during the quarter or other period aforesaid shall be ascertained;

(c) Credit shall be given against the expenditure included in Class I for so much of the revenue derived from the supply by the Cuxton Committee of water in bulk otherwise than to the four partners as is properly referable to interest income tax and local rates in respect of Cuxton joint works and the balance of such expenditure shall be borne between the four partners in the proportions in which the said partners respectively shall have borne the Cuxton capital cost of construction in accordance with the provisions of the section of this Act of which the marginal note is "Contributions by the four partners to cost of construction of Cuxton joint works" after all adjustments required under subsection (1) of that section shall have been made;

(d) Credit shall be given against the expenditure included in Class II for any rents and other miscellaneous revenue derived from the undertaking of the Cuxton Committee (other than the nett proceeds of sale or disposal of any plant which proceeds shall be credited to the renewal

or reserve fund) and for so much of any revenue derived from the supply by the Cuxton Committee of water in bulk otherwise than to the four partners as is properly referable to standing charges attributable to such supply and the balance of such expenditure shall subject as hereinafter in this section provided be borne between the four partners in proportion to the agreed Cuxton reservations;

A.D. 1936.

(e) Credit shall be given against the expenditure included in Class III for so much of any revenue derived from the supply by the Cuxton Committee of water in bulk otherwise than to the four partners as is properly referable to running expenses attributable to such supply and the balance of such expenditure shall be borne between the four partners in proportion to the quantities of water delivered to them respectively during the quarter or other period aforesaid:

Provided that—

(i) in the event of any alteration not common to all the four partners being made in the pressure specifically mentioned in subsection (2) of the section of this Act of which the marginal note is "Water to be delivered to the four partners" the expenditure upon fuel or power purchased in lieu thereof included in Class III shall (as an adjustment in respect of any difference or differences between the pressure at which the water shall be delivered for the use of the four partners respectively) be borne in such proportions as may be agreed between the four partners or failing agreement determined by the standing arbitrator;

(ii) if the quantity of water actually delivered to the partner mentioned in the first column of the next following table in any quarter shall not exceed the quantity specified in the second column

A.D. 1936.

thereof opposite the name of that partner it shall for the purpose of ascertaining the quantity of water delivered to that partner be assumed that the quantity so delivered was the quantity so specified in the said second column:—

Col. 1.	Col. 2.	
	A quantity equal to one-third of—	
The Mid Kent Company	seventeen per centum	} of the average daily yield of the Cuxton joint works during the quarter as agreed between the four partners or determined under the section of this Act of which the marginal note is "References to standing arbitrator (Cuxton)."
The Chatham Company	forty per centum	
The Higham Company	thirty per centum	
The Corporation	thirteen per centum	

but this proviso shall have effect with respect to any such other period as aforesaid subject to the substitution for each of the quantities specified in the second column of the foregoing table of a quantity which shall bear the same proportion to those quantities respectively as the said period bears to a quarter of a year; and

(iii) any expenditure upon maintenance and repairs included in Class II; and

any expenditure included in Class III;

which is referable to requirements not common to the four partners and in respect of which an adjustment has been made under the section of this Act of which the marginal note is "Contributions by the four partners to cost of construction of Cuxton joint works" shall be borne by the partner or partners to meet whose requirements such expenditure was incurred:

- (2) As soon as may be practicable after the expiration of each such quarter or other period as aforesaid the Cuxton Committee shall by a minute of the committee specify the amount due from each of the four partners as ascertained in accordance with the foregoing provisions of this section and copies of every such minute signed by the chairman of the meeting at which such minute was made and by the secretary of the Cuxton Committee shall be sent to the secretaries of the three Companies addressed to their respective principal offices and to the town clerk addressed to the Guildhall Rochester and the amount so specified shall within twenty-eight days after the receipt of the copy of such minute be paid by the partner from which it is due : A.D. 1936.
- (3) If any of the four partners make default in such payment the partner so in default shall unless otherwise resolved by the Cuxton Committee pay to the Cuxton Committee interest at the rate of seven per centum per annum on the amount due from such partner to be calculated from the expiration of the said period of twenty-eight days until the day when the same is paid :
- (4) The Cuxton Committee may in any court of competent jurisdiction recover from the partner so in default the amount so due and it shall be sufficient in any proceedings for the Cuxton Committee to produce the minute book containing the specification of the amount so claimed and to prove that a copy of the minute thereof duly authenticated was sent to the secretary of the company in default addressed to the principal office of that company or to the town clerk addressed to the Guildhall Rochester (as the case may require) and that the sum mentioned in such minute has not been paid :
- (5) The payment of any amount specified in the said minute shall not be refused or delayed

A.D. 1936.

on account of any difference arising under this section having been referred to the standing arbitrator but all adjustments between the four partners necessary to carry the decision of the said arbitrator into effect shall be duly made.

Cuxton
Committee
to provide
gauges &c.

62.—(1) The Cuxton Committee shall from time to time provide and maintain suitable gauges meters or other apparatus for measuring and recording the pressure and quantity of water from time to time taken by or delivered to each of the four partners and shall cause the quantities so taken in every day of twenty-four hours to be entered in a register to be kept for the purpose. The secretary of any of the three Companies and the town clerk or any person authorised by them respectively in writing shall be at liberty to inspect such gauges meters and other apparatus and take extracts from such register whenever they see fit so to do.

(2) The measurements shown by the said gauges meters or other apparatus shall be accepted as prima facie evidence of the quantities of water taken by or delivered to the four partners respectively.

PART X.

GENERAL PROVISIONS APPLICABLE TO THE TAKING OF LANDS AND CONSTRUCTION OF WORKS.

Application
of this Part
of Act and
further
interpreta-
tion.

63. This Part of this Act shall so far as applicable apply to the taking of lands and execution of works under the powers of this Act by the several committees and companies upon whom powers for those purposes are conferred by this Act and in this Part of this Act the expression "the undertakers" wherever used means—

- in relation to Part III (Powers to Hartley Committee with respect to lands works &c.) of this Act—
the Hartley Committee;
- in relation to Part IV (Powers to the two Companies with respect to lands works &c.) of this Act—
either of the two Companies;

in relation to Part VII (Powers to Cuxton Committee with respect to lands works &c.) of this Act—

the Cuxton Committee;

in relation to Part VIII (Powers to the three Companies with respect to lands works &c.) of this Act—

any of the three Companies.

A.D. 1936.

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64. The powers of the undertakers for the compulsory purchase of lands for the purposes of this Act shall cease after the first day of October nineteen hundred and thirty-nine.

Period for compulsory purchase of lands.

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

Owners may be required to sell to undertakers parts only of certain properties.

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the undertakers or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to collectively as "the scheduled properties" and severally as a "scheduled property":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the undertakers that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the undertakers such portion only without the undertakers being obliged or compellable to purchase the

A.D. 1936.
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whole the undertakers paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :

- (3) If within such twenty-one days the owner shall by notice in writing to the undertakers allege that such portion cannot be so severed the tribunal shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the undertakers have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the undertakers the portion which the tribunal shall have determined to be so severable without the undertakers being obliged or compellable to purchase the whole the undertakers paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the

remainder without material detriment thereto (and whether or not it shall determine that any other portion can be so severed) the undertakers may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :

A.D. 1936.

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

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

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

66. If there is any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the undertakers after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Kent for the correction thereof and if it appears to the justices hearing the application that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall

Correction
of errors in
deposited
plans and
book of
reference.

A.D. 1936. — in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the county council of the administrative county of Kent and a duplicate thereof shall be deposited with the clerk of the county district in which the lands are situate and if the lands are situate in a rural parish having a parish council also with the clerk of that council and such certificate or copy and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to the certificate and it shall be lawful for the undertakers to take the lands and execute the works in accordance with the certificate.

Extinction
of private
rights of
way.

67.—(1) All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily by the undertakers shall to the extent (if any) to which the undertakers shall by resolution so determine be extinguished as from the date of the acquisition of such lands or such later date as may be so determined.

(2) Provided that the undertakers shall make compensation to all parties interested in respect of any such rights so determined and such compensation shall be settled in manner provided by the Lands Clauses Acts as modified by this Act with reference to the taking of lands otherwise than by agreement.

Power to
enter upon
property
for survey
&c.

68. The undertakers and their surveyors officers and workmen and any person duly authorised in writing by the undertakers may from time to time at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice to the occupier enter upon and into the lands by this Act authorised to be taken and used by the undertakers or any premises in respect of which a claim for compensation under this Act is received by the undertakers for the purposes of surveying and valuing the said lands and of inspecting the said premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands or premises.

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxi.]

69. In settling any question of disputed purchase money or compensation for lands acquired by the undertakers under the powers of this Act the tribunal shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the twentieth day of November nineteen hundred and thirty-five if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the undertakers of such lands.

A.D. 1936.
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Compensation in respect of recently altered buildings &c.

70. The tribunal shall if so required by the undertakers award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the undertakers by the claimant giving sufficient particulars and in sufficient time to enable the undertakers to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the undertakers shall have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant:

Costs of arbitrations in certain cases.

Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the undertakers to amend the statement in writing of the claim delivered by him to the undertakers in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the undertakers if they object to the amendment and such amendments shall be subject to such terms enabling the undertakers to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case:

A.D. 1936.

Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Persons
under
disability
may grant
easements.

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

Power to
acquire
easements
in lieu of
lands.

72.—(1) The undertakers may in lieu of acquiring any lands for the purposes of the works authorised by this Act to be constructed by them where the same are intended to be constructed underground acquire such easements only in or under 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 (as modified by this Act) shall apply to and in respect of the acquisition of such easements as fully as if the same were lands within the meaning of those Acts.

(2) As regards any lands in respect of which the undertakers have acquired easements only under the provisions of this section the undertakers 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.

Power to
purchase
lands
already
subject to
easements.

73. Where under the powers of this Act the undertakers shall acquire any easement or right in or through any lands for the construction of any pipe or other similar work the undertakers may at any time thereafter if they see fit purchase by agreement from the owner thereof the lands lying over under and alongside such pipe or other similar work :

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxix.]

Provided that nothing in this section shall authorise the undertakers to purchase any lands forming the site of a highway or laid out for the formation of a highway.

A.D. 1936.

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74. In addition to the works hereinbefore in this Act described and authorised by this Act to be constructed by them the undertakers may in upon or under the lands delineated on the deposited plans and described in the deposited book of reference make and maintain and from time to time alter extend renew and reconstruct all such shafts tunnels adits bores tanks reservoirs overflows aqueducts culverts conduits mains drains engines meters meter-houses buildings machinery works plant and apparatus of whatsoever character as may be necessary or convenient in connection with or subsidiary to the before-mentioned works or for obtaining access to inspecting maintaining repairing cleansing managing working or using the same or any of them :

Power to
make
subsidiary
works.

Provided that—

- (a) nothing in this section shall exonerate the undertakers from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them ;
- (b) any electric apparatus shall be so made maintained and used as not to cause any interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

75. If the works by this Act authorised and shown on the deposited plans are not respectively completed within the period of five years from the passing of this Act then on the expiration of that period the powers by this Act granted for executing the same or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed but nothing in this section contained shall restrict the undertakers from at any time extending enlarging deepening altering renewing or removing any of the said works by this Act authorised to be constructed by them or from exercising from time to time as occasion may require any of the powers with respect to the construction of works conferred upon them by the Acts incorporated with this Act.

Period for
completion
of works.

A.D. 1936.
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Application
of certain
provisions
of Water-
works
Clauses
Act 1847.

76. The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall apply with the necessary modifications to the construction laying down and maintenance in any street of the aqueducts and of any electric lines and apparatus for telephone or telegraph purposes which the undertakers may and which they are hereby authorised to lay underground in any trench in which the aqueducts or any pipes laid under the powers of this Act are laid for the purposes of their undertaking :

32 & 33 Vict.
c. 73.

Provided that any electric line or apparatus laid down under the provisions of this section shall not be used in contravention of the exclusive privilege conferred upon the Postmaster-General by the Telegraph Act 1869 and shall be so constructed maintained and used as to prevent interference with any telegraphic line belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line :

Provided also that except as provided in and in accordance with the provisions of the section of this Act of which the marginal note is "For protection of Southern Railway Company" the undertakers shall not exercise the powers of this section in respect of any street belonging to or maintainable by the Southern Railway Company without the consent of that company but such consent shall not be unreasonably withheld and if any difference shall arise between the undertakers and that company as to whether any such consent has been unreasonably withheld that difference shall be determined in the same manner (*mutatis mutandis*) as is provided by subsection (13) of the said section with respect to the determination of differences arising under that section.

Discharge
of water
into
streams.

77.—(1) For the purpose of constructing maintaining repairing altering enlarging extending cleansing emptying testing or examining any work authorised by this Act the undertakers may cause the water in any such work belonging to them respectively to be discharged into any available river stream ditch or watercourse and for that purpose the undertakers may lay down and maintain in any street all necessary

pipes and apparatus and the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall with the necessary modifications apply thereto Provided that any water so discharged shall so far as may be reasonably practicable be free from mud or solid or offensive matter and matter injurious to fish or spawn or spawning beds or food of fish and shall be discharged in such manner as not to cause the flooding of any highway.

A.D. 1936.

(2) In the exercise of the powers conferred by this section the undertakers shall do as little damage as may be and shall pay compensation to all persons interested for all damage sustained by them in the exercise of such powers the amount of such compensation to be settled in default of agreement by arbitration in accordance with the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force.

52 & 53 Vict.
c. 49.
24 & 25
Geo. 5. c. 14.

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

(4) (a) The undertakers shall not except in cases of emergency discharge water under the powers of this section into—

- (i) any watercourse in respect of which the county council are authorised to exercise the powers conferred on drainage boards by section 35 of the Land Drainage Act 1930 otherwise than with the previous consent of the county council; or
- (ii) any watercourse under the jurisdiction of any drainage authority as defined by the Land Drainage Act 1930 otherwise than with the previous consent of such authority.

20 & 21
Geo. 5. c. 44.

(b) Any consent under this section shall not be unreasonably withheld and may be given subject to reasonable terms and conditions and any dispute between the undertakers on the one hand and the county council or the drainage authority (as the case may be) on the other hand as to whether any such consent is unreasonably withheld or as to whether the terms and conditions attached to any such consent are unreasonable shall be

A.D. 1936. — determined by an arbitrator to be agreed between the parties in dispute or failing agreement to be appointed on the application of either party (after notice in writing to the other of them) by the Minister of Transport and the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such arbitration.

As to
exercise of
powers of
section 12
of Water-
works
Clauses
Act 1847.

78. The undertakers may in upon or under all or any of the lands for the time being held by them execute for the purposes of or in connection with their undertaking any of the works (other than wells and works for the taking and intercepting of water) and exercise any of the powers mentioned in or conferred by section 12 of the Waterworks Clauses Act 1847 Provided that the undertakers shall not under the powers of this section create or permit the creation or continuance of any nuisance on any such lands.

Temporary
stoppage
of streets
&c.

79.—(1) Subject to the provisions of this Act the undertakers during the execution and for the purposes of any of the works by this Act authorised to be constructed by them may temporarily stop up and interfere with any street or road and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or returning from any premises in the street from passing along and using the same.

(2) The undertakers shall provide reasonable access for foot passengers bona fide going to or returning from any such premises and for foot passengers and vehicular traffic bona fide going to or from any railway station or depot of a railway company to which the street or road temporarily stopped up or interfered with affords the only means of access by road.

(3) Notwithstanding the stopping up temporarily of any street or road under the powers of this section the Rochester Chatham and Gillingham Gas Company the Mid Kent Gaslight and Coke Company and the Kent Electric Power Company respectively their engineers workmen and others in their employ shall at all times have such rights of access to all or any mains pipes valves electric lines posts poles or other works or apparatus (all of which are in this subsection referred

to as "apparatus") of the said companies respectively in or under any such street or road as they had immediately before such stopping up and shall be at liberty to execute and do such works and things in upon or under such street or road as may be necessary for laying inspecting repairing maintaining removing or renewing such apparatus.

A.D. 1936.
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(4) The undertakers shall not temporarily stop up or interfere with any county road except with the consent of the county council and subject to such terms and conditions as the county council may reasonably impose but such consent shall not be unreasonably withheld and any question as to whether in any case such terms and conditions are unreasonable or as to whether such consent is unreasonably withheld shall be determined by a single arbitrator to be agreed between the parties in dispute or failing agreement to be appointed on the application of either party after notice in writing to the other of them by the Minister of Transport and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such arbitration.

80. Notwithstanding anything in this Act the following provisions shall have effect for the protection of the urban district council of Northfleet (in this section called "the Northfleet Council") unless otherwise agreed in writing between the Northfleet Council and the Gravesend Company :—

For protec-
tion of
Northfleet
Council.

(1) The Gravesend Company shall not exercise within the urban district of Northfleet the powers conferred on them by the sections of this Act of which the marginal notes are "Application of certain provisions of Waterworks Clauses Act 1847" and "Discharge of water into streams" except for the purpose of the construction or laying down and maintenance of the aqueduct (Work No. 6) authorised by this Act and of pipes and apparatus for enabling the water in that aqueduct to be discharged into any available stream ditch or watercourse :

A.D. 1936.
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- (2) The Gravesend Company shall not exercise within the urban district of Northfleet the powers conferred on them by the section of this Act of which the marginal note is "Temporary stoppage of streets &c." except with the consent of the Northfleet Council and subject to such terms and conditions as the Northfleet Council may reasonably impose but such consent shall not be unreasonably withheld :
- (3) In the application of the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes to the construction or maintenance of so much of the said aqueduct as will be situate in the urban district of Northfleet—
- (a) the notice required by section 30 of that Act shall (except in cases of emergency in which cases the earliest possible notice shall be given) be not less than fourteen days instead of three days; and
- (b) the plan required by section 31 of that Act shall (except in cases of emergency) be delivered to the Northfleet Council by the Gravesend Company not less than fourteen days before that company commence to open or break up any street :
- (4) The said aqueduct in so far as it is laid in or under a public road in the urban district of Northfleet shall be laid and maintained as far as reasonably practicable at the side of the road and so that at any place where the Northfleet Council may reasonably so require the upper surface thereof is not less than two feet six inches below the surface of the road :
- (5) Any difference arising under this section (other than a difference as to the meaning or construction of the section) shall be referred to and determined by an arbitrator to be agreed upon between the Gravesend Company and the Northfleet Council or failing such agreement to be appointed on the application

of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

A.D. 1936.

81. For the protection of the Southern 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 in writing between the water company and the railway company apply and have effect (that is to say):—

For protec-
tion of
Southern
Railway
Company.

(1) In this section—

"the water company" means—

(a) in relation to Work No. 5 by this Act authorised the Gravesend Company;

(b) in relation to Work No. 11 by this Act authorised the Chatham Company;

(c) in relation to Work No. 12 by this Act authorised the Higham Company;

"the authorised works" means in relation to each of the said companies respectively the said Works Nos. 5 11 and 12 (as the case may require) and any works in connection therewith or subsidiary thereto so far as they pass under or over or in any way affect the railways works or property of the railway company or the structure of any bridge over or under such railways or the approaches to or roads over any such bridge or any other road which the railway company are or may be liable to maintain and includes all works of maintenance repair renewal and removal of the said works:

(2) The water company shall not purchase or acquire any land which is the property of the railway company but the water company may acquire and the railway company shall

A.D. 1936.
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if so required by the water company grant to the water company easements or rights of constructing maintaining renewing using altering or removing the said works in over or under such land and the provisions of the section of this Act of which the marginal note is "Power to acquire easements in lieu of lands" shall apply to such acquisition:

- (3) Work No. 5 where the same passes across and over the railway company's railway in the parish of Longfield shall if required by the railway company's chief engineer (in this section referred to as "the engineer") be carried by the water company over that railway outside of and independently of the bridge carrying Longfield Hill over the said railway and if for that purpose it shall in the opinion of the engineer be reasonably necessary to alter any of the telegraph telephone or signal posts or wires or other works or apparatus belonging to or on the said railway the railway company may effect such alterations and the reasonable cost thereof and any reasonable expenses incurred by the railway company in connection therewith shall be repaid by the water company to the railway company:
- (4) The authorised works shall be executed under the superintendence (if given) and to the reasonable satisfaction of the engineer and (except in case of maintenance or repair) in accordance with plans sections and specifications to be previously submitted to and approved in writing by him or in case of difference between the engineer and the water company settled by arbitration:

Provided that if the engineer shall not signify his disapproval of such plans sections and specifications and the grounds of such disapproval within twenty-one days after they shall have been submitted to him he shall be deemed to have approved thereof:

- (5) The water company shall (except in case of emergency) give fourteen days' notice in

A.D. 1936.

writing to the railway company before commencing any of the authorised works and such notice shall state the proposed date and time of such commencement and the authorised works shall be carried out only at such times as the engineer shall reasonably require :

- (6) The water company shall make good and restore to the reasonable satisfaction of the engineer the railway works and property of the railway company and the roads liable to be maintained by them so far as the same may have been interfered with by the execution of the authorised works and shall to the like satisfaction maintain such roads for three months after such restoration and for such further time (if any) not being more than twelve months in the whole as such roads shall continue to subside :
- (7) If the railway company give notice in writing to the water company within fourteen days after the submission of the plans sections and specifications referred to in subsection (4) of this section that they desire so to do they may themselves execute the authorised works (other than the actual laying down maintenance repair and renewal of the pipes and the execution of such works as will not be situate on the property of the railway company) and the reasonable cost thereof and any reasonable expense incurred by the railway company in connection therewith shall be repaid by the water company to the railway company :
- (8) The authorised works shall be executed and the works of the water company shall be maintained so as to cause as little injury or damage as may be to the railways and property of the railway company and so as not to cause any interruption to the passage or conduct of traffic over such railways and if any such injury damage or interruption arises from the acts or operations of the water company or if any bursting leakage

A.D. 1936.
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or failure of the authorised works (not being due to the acts or defaults of the railway company their servants or agents) shall cause any injury to any railway or works of the railway company constructed under powers existing at the passing of this Act all such injury or damage shall forthwith be made good by the water company or if the railway company so elect by the railway company at the expense of the water company and the water company shall be responsible for and shall indemnify and save harmless the railway company from all claims arising out of or in connection with any such injury damage or interruption and shall make compensation to the railway company in respect thereof :

- (9) If by reason of the execution of the authorised works it shall become necessary to alter strengthen or underpin the structure of any bridge embankment or other work of the railway company such alteration strengthening or underpinning shall be carried out by the railway company after giving (except in case of emergency) not less than seven days' notice of their intention so to do to the water company and the reasonable cost thereof and any reasonable expense incurred by the railway company in connection therewith shall be repaid by the water company to the railway company :
- (10) The water 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 the railway company during the carrying out of the authorised works of such watchmen or signalmen to be appointed by the railway company as may be reasonably necessary for watching and protecting the railways and property of the railway company and the conduct of the traffic thereon with reference to and during the carrying out 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 water company or their contractors or any person in their respective employ : A.D. 1936.

(11) Any additional expense which the railway company may reasonably incur in effecting any repair renewal widening alteration or extension of their railway or other works in pursuance of any powers existing at the passing of this Act by reason of the existence of the works of the water company across over or under the railways or works of the railway company shall be borne by the water company :

(12) Any expenses reasonably incurred by the railway company under the provisions of subsections (3) (7) (8) (9) and (10) of this section shall be deemed to include the reasonable cost of insurance against the payment of compensation to any workmen or their legal representatives or their dependants in respect of the injury or death of such workmen whilst employed by the railway company in and about the works respectively mentioned in the said subsections or (if the railway company do not insure) a reasonable sum to cover such risks :

(13) Any difference which may arise between the water company and the railway company under this section (except under subsection (2)) shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such determination.

82. The following provisions for the protection of the conservators of the river Medway (in this section called "the conservators") and the River Medway Catchment Board (in this section called "the catchment board") shall unless otherwise agreed in writing between

For protec-
tion of
river
Medway
&c.

A.D. 1936. the Chatham Company and the two authorities have effect :—

(1) In this section—

“ the two authorities ” means the conservators and the catchment board ;

“ the authorised works ” means so much of the Chatham works as will cross the river Medway or the banks thereof or any streams or ditches under the jurisdiction of the Lower Medway Internal Drainage Board ;

“ banks ” has the same meaning as is assigned to that expression by the Land Drainage Act 1930 ;

“ the engineer ” means the engineer appointed under paragraph (b) of subsection (2) of this section :

(2) (a) The Chatham Company before commencing to execute the authorised works shall submit to each of the two authorities plans and sections and (when reasonably required) working drawings thereof for their reasonable approval. If either of the two authorities does not within twenty-eight days after the submission to them of any such plans sections and drawings signify in writing to the Chatham Company their approval or disapproval thereof and in the latter case the grounds of such disapproval that authority shall be deemed to have approved thereof ;

(b) The two authorities may from time to time jointly appoint an engineer who may at all reasonable times during the execution of the authorised works on giving reasonable previous notice inspect the authorised works and every reasonable facility shall be afforded to him by the Chatham Company for that purpose. If the two authorities do not concur in the appointment of an engineer such engineer may be appointed by the President of the Institution of Civil Engineers on the application of either of the two authorities or the Chatham Company after giving notice in writing to the others ;

(c) The authorised works shall not be executed otherwise than in accordance with such plans sections and drawings (if any) as may be approved by the two authorities or if the approval of the two authorities or either of them be withheld as may be settled by arbitration as hereinafter provided and shall be executed to the reasonable satisfaction of the engineer and under his superintendence if he elect to superintend after receiving notice of the date when the work is to be commenced : A.D. 1936.

- (3) Any matter or thing by this section referred to or required to be settled by arbitration and any dispute or difference which may arise under this section between the two authorities or either of them or the engineer and the Chatham Company (save as to the construction of this section) shall be settled by arbitration.

PART XI.

FINANCIAL PROVISIONS RELATING TO THE FOUR COMPANIES.

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

Power to
Mid Kent
Company
to raise
additional
capital.

A.D. 1936. — create and issue under the powers of this Act any greater nominal amount of capital than will be sufficient to produce including any premiums which may be obtained on the issue thereof the sum of fifty thousand pounds.

Power to
Chatham
Company
to raise
additional
capital.

84. In addition to the capital already authorised to be raised by the Chatham Company under any of the Acts and Orders relating to the Chatham Company passed previously to the passing of this Act (in this Act referred to as "the existing Chatham capital") the Chatham Company may raise any further sums not exceeding in the whole thirty thousand pounds by the creation and issue of further amounts of consolidated ordinary stock or by the creation and issue of new preference shares or stock or wholly or partly by any one or more of these modes respectively (in this Act referred to as "the new Chatham capital") Provided that it shall not be lawful for the Chatham Company to create and issue under the powers of this Act any greater nominal amount of capital than will be sufficient to produce including any premiums which may be obtained on the issue thereof the sum of thirty thousand pounds.

Power to
Higham
Company
to raise
additional
capital.

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

greater nominal amount of capital than will be sufficient to produce including any premiums which may be obtained on the issue thereof the sum of twenty thousand pounds.

A.D. 1936.

86. Except as by this Act otherwise provided the new Mid Kent capital the new Chatham capital and the new Higham capital and the new shares or stock therein and the holders thereof respectively in proportion to the amount of their shares or stock shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if the said new capital were part of the existing Mid Kent capital the existing Chatham capital or the existing Higham capital (as the case may be) of the same class or description issued at the passing of this Act and the new shares or stock were respectively shares or stock in that capital The said new capital in new shares and stock shall form part of the general capital of the Company by which it is created and issued.

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

87. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any of the new Mid Kent capital new Chatham capital or new Higham capital to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preference shares or stock.

88. Neither the Mid Kent Company nor the Higham Company shall in any one year pay out of their profits any larger dividend on the new capital to be raised by them respectively under the powers of this Act than at the rate of seven pounds in respect of every one hundred pounds actually paid up of such capital as shall be issued as ordinary capital or six pounds in respect of every one hundred pounds actually paid up of such capital as may be issued as preference capital unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the ordinary capital which shall have fallen short of the said sum of seven pounds per centum per annum.

Limits of dividend on new Mid Kent and Higham capital.

89. The Chatham Company shall not in any year pay out of their profits any larger dividend on any consolidated ordinary stock issued by them under the powers of this Act than at the rate of five pounds in respect of every one hundred pounds of such stock or on any preference shares or stock so issued by them

Limits of dividend on new Chatham capital.

A.D. 1936: — than at the rate of six pounds in respect of every one hundred pounds of such stock unless a larger dividend be at any time necessary to make up the deficiency of any previous dividend on the consolidated ordinary stock which shall have fallen short of the said rate of five pounds.

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

90.—(1) All ordinary or preference shares or stock issued after the passing of this Act by any of the three Companies shall be issued in accordance with the provisions of this section.

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

Provided as follows:—

- (a) Notice of the intended sale shall be given in writing to the clerk to the local authority of every district wholly or partly within the limits of supply of the company issuing such shares or stock and to the secretary of the London 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 of supply ;
- (b) A reserve price shall be fixed and notice thereof shall be sent by the company issuing such shares or stock in a sealed letter to be received by the Minister of Health not less than twenty-four hours before but not to be opened till after the day of auction or last day for the receipt of tenders as the case may be ;
- (c) In the case of a sale by auction no lot offered for sale shall comprise shares or stock of greater nominal value than one hundred pounds and a bid (other than a first 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 sum except that the offer by tender of any holder of capital of the company issuing such shares or stock may be accepted in preference to the offer of the same sum by any person not being such a holder and preference may in like manner be given to the offer of any employee of the company issuing such shares or stock or consumer of water supplied by such company; and

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

(3) Any shares or stock which have been so offered for sale and are not sold may be offered at the reserve price to the holders of capital of the company issuing the same in accordance with the provisions of sections 18 to 20 of the Companies Clauses Act 1863 and to the employees of such company and to the consumers of water supplied by such company in such proportions as the directors may think fit or to one or more of those classes of persons only:

Provided that in the case of an offer to holders of capital if the aggregate amount of shares or stock applied for shall exceed the aggregate amount so offered 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 shares or stock which have been offered for sale in accordance with subsection (2) or with subsections (2) and (3) of this section and are not sold may be disposed of at such price and in such manner as the directors of the company issuing the same may determine for the purpose of realising the best price obtainable.

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

A.D. 1936.

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Application
of article 12
of Higham
and
Hundred of
Hoo Water
Order 1925.

91. Notwithstanding anything in the last preceding section of this Act the provisions of article 12 (Power to offer shares or stock for subscription and pay commissions) of the Higham and Hundred of Hoo Water Order 1925 shall extend and apply to the issue by the Higham Company of new shares or stock under the powers of this Act with the substitution of reference to "the Minister of Health" for reference to "the Board of Trade" and to "the Minister" for reference to "that Board."

Power to
borrow.

92. The Mid Kent Company the Chatham Company and the Higham Company respectively may from time to time raise by borrowing on mortgage of the undertaking in respect of any capital issued by them under the powers of this Act any sum or sums not exceeding in the whole one half part of the amount (including premiums and allowing for discounts) which at the time of borrowing has been raised by the issue of such capital but no sum shall be borrowed in respect of any such capital until the company by which such capital has been issued have proved to the justice before he gives his certificate under the fortieth section of the Companies Clauses Consolidation Act 1845 that the whole of the amounts payable in respect of such capital together with the premiums (if any) realised on the issue thereof have been fully paid up.

Appoint-
ment of
receiver.
16 & 17
Geo. 5. c. x.
15 & 16
Geo. 5.
c. lxxxvi.

93. Section 47 (Appointment of receiver) of the Mid Kent Water Act 1930 section 43 (Appointment of receiver) of the Chatham and District Water Act 1926 and article 13 (Appointment of a receiver) of the Higham and Hundred of Hoo Water Order 1925 are hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings pending at the passing of this Act under such provisions. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less in the cases of the Mid Kent Company and the Chatham Company than ten thousand pounds and

[26 GEO. 5. &
1 EDW. 8.]

*North West Kent
Joint Water Act, 1936.*

[Ch. lxiX.]

in the case of the Higham Company than one tenth part of the total amount for the time being owing by the Higham Company on mortgage.

A.D. 1936.

94. All mortgages granted by the Mid Kent Company the Chatham Company and the Higham Company respectively in pursuance of the powers of any Act or Order before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Act or Order in pursuance of or in conformity with which the same were respectively granted have priority over any mortgages granted by the same company under the authority of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by any of the three Companies.

Existing mortgages to have priority.

95. The Mid Kent Company the Chatham Company and the Higham Company respectively may create and issue debenture stock subject to the provisions of Part III of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 and in its application to this Act and in the case of the Mid Kent Company of section 36 (Power to create debenture stock) of the Mid Kent Water Act 1898 in the case of the Chatham Company of section 34 (Debenture stock) of the Brompton Chatham Gillingham and Rochester Water Act 1898 and in the case of the Higham Company of section 15 (Power to create debenture stock) of the Higham and Hundred of Hoo Water Act 1890.

Power to create debenture stock.

61 & 62 Vict.
c. ccxxiii.

61 & 62 Vict.
c. xlviII.

53 & 54 Vict.
c. cvii.

96. All moneys to be raised by the Mid Kent Company the Chatham Company and the Higham Company respectively on mortgage or by the creation and issue of debenture stock under the provisions of this Act shall have priority against that company and the property from time to time of that company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act Provided always that this priority shall not affect any claim against that 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 that company

Priority of money raised on mortgage or debenture stock over other claims.

A.D. 1936.

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 that company for the purposes of the undertaking and works of that company or injuriously affected by the construction thereof or by the exercise of any powers conferred on that company.

Application
of moneys.

97. All moneys raised by any of the three Companies under this Act including premiums shall be applied only to purposes to which capital is properly applicable and any sum of money which may arise by way of premium from the issue of capital under the provisions of this Act shall not be considered as capital entitled to dividend.

Power to
three
Companies
to apply
funds.

98. Any of the three Companies may apply to any of the purposes of this Act or of any Acts and Orders relating to that company to which capital is properly applicable any sums of money which they have already raised or are authorised to raise under the said Acts and Orders or this Act or which may be under their control and which are not required for the purposes to which they are by the said Acts or Orders or this Act made specially applicable.

Power to
Gravesend
Company
to apply
funds.

99. The Gravesend Company may apply to any of the purposes of this Act to which capital is properly applicable any money which they have already raised or are or may be authorised to raise under any existing Act or Order relating to the Gravesend Company or any Act relating to them passed in the present session of Parliament and being money which is not required for the purposes to which it is made specially applicable by any such Act or Order.

PART XII.

MISCELLANEOUS.

Provision
where local
sources
of supply
affected.

100.—(1) If at any time after the completion of the Hartley pumping station it shall be proved by the owner of any well which is situate within a radius of one mile from the centre of the well forming part of that pumping station and exists at the passing of this

Act as an effective source of supply in regular use (in this section called "the owner") that the pumping by the Hartley Committee at that pumping station has caused through no default of the owner a diminution or cesser of the supply of water obtainable from such well as the same exists at the said date the Hartley Committee shall upon the written request of such owner (but subject to the provisions of this section) afford to him a supply of water equal to the amount of such diminution (as proved) or to the supply which shall have ceased at such cost or rate (if any) as that the total cost to the owner of obtaining the full supply he had theretofore enjoyed shall not be more after than before the occurrence of such diminution or cesser and upon such other terms as may be agreed or failing agreement may be settled by arbitration as hereinafter provided.

A.D. 1936.

(2) Provided that—

- (a) the Hartley Committee shall not be under any obligation to give a supply of water for domestic purposes under this section in respect of any well the water from which was before the diminution or cesser so polluted as to be or to be likely to be injurious or dangerous to health;
- (b) the Hartley Committee shall not be liable in respect of any claim made by the owner under this section if such owner shall have failed to afford to the Hartley Committee and their officers and servants at all reasonable times after the passing of this Act and free of cost access to the well in respect of which the claim is made and such information as the Hartley Committee may reasonably require in regard to the cost to the owner of operating the well and facilities for ascertaining particulars thereof and the level and quantity or rate of flow of the water therein;
- (c) the Hartley Committee shall not be subject to the obligations of subsection (1) of this section if prevented from supplying water thereunder in consequence of frost unusual drought or other unavoidable cause or accident.

A.D. 1936.

(3) The owner shall grant to the Hartley Committee without payment all such easements and facilities as may be necessary for or in connection with the execution of the works required to enable the Hartley Committee to carry out their obligations under this section. The Hartley Committee may for the purposes of this section construct lay down and maintain mains pipes and apparatus 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.

(4) The Hartley Committee may if they think fit in lieu of affording a supply of water equal to the diminution of the supply or the supply which shall have ceased as aforesaid in any such well deepen such well or make such borings therein or headings therefrom as will increase the supply so as to make good the said diminution or cesser and the owner shall without making any charge therefor grant to the Hartley Committee such easements and facilities as may be necessary for or in connection with the carrying out of such deepening borings or headings.

(5) The Hartley Committee may if they think fit in lieu of affording a supply equal to the diminution or the supply which shall have ceased as aforesaid make compensation in money to any such owner for such diminution or cesser of the supply and they shall also make like compensation for any injury caused to such owner by the powers conferred by the last preceding subsection and the amount of such compensation shall be settled in case of difference by arbitration as hereinafter provided.

(6) Any question which may arise between the Hartley Committee and the owner under the foregoing provisions of this section shall be referred to the arbitration of a single arbitrator appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such arbitration.

(7) The Hartley Committee and the owner may enter into and fulfil agreements with reference to the

supply of water by the Hartley Committee to such owner or with reference to any matter referred to in this section and may by any such agreement alter or modify any of the provisions of this section so far as they relate to such owner or to the Hartley Committee in relation to such owner. A.D. 1936.

(8) In this section the expression "owner" shall include any lessee or occupier.

(9) The foregoing provisions of this section shall extend and apply in relation to the Cuxton pumping station subject to the substitution therein of references to "the Cuxton pumping station" and "the Cuxton Committee" for references to "the Hartley pumping station" and "the Hartley Committee."

101. Notwithstanding anything in this Act or in any Act or Order relating to any of the four Companies the provisions of the Waterworks Clauses Act 1847 with respect to—

the communication pipes to be laid by the undertakers; and

the communication pipes to be laid by the inhabitants;

shall not extend to impose any obligation on any of the four Companies to lay or to empower any owner or occupier of a dwelling-house or other person to lay any pipe to communicate with so much of any of the aqueducts specifically authorised to be constructed by them respectively by this Act and shown on the deposited plans as is situate within their respective statutory limits for the supply of water and accordingly none of those aqueducts shall be deemed to be pipes laid down by the undertakers or pipes of the undertakers for the purposes of the said provisions of the said Act of 1847.

102.—(1) Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing in this Act or in the deposited book of reference or shown on the deposited plans and sections authorises the four Companies or any of them or any other corporation body or person—

(i) To take enter upon use or interfere with any land or water or any right in respect thereof

Communi-
cation
pipes not
to be
connected
with trunk
aqueducts.

For protec-
tion of
War De-
partment
and others.

A.D. 1936.
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for the time being vested in or in the occupation of or exercised or exercisable by His Majesty's Principal Secretary of State for the War Department or vested in or in the occupation of or exercised or exercisable by any other corporation body or person acting for or on behalf of His Majesty's Principal Secretary of State for the War Department or vested in or in the occupation of or exercised or exercisable by the Prison Commissioners respectively without the consent of His Majesty's Principal Secretary of State for the War Department or of the Prison Commissioners as the case may be; or

- (ii) To take away lessen prejudice or alter any rights privileges or powers vested in or exercised or exercisable by His Majesty's Principal Secretary of State for the War Department or vested in or exercised or exercisable by His Majesty's Principal Secretary of State for the Home Department or vested in or exercised or exercisable by the Prison Commissioners respectively without the consent of His Majesty's Principal Secretary of State for the War Department or of His Majesty's Principal Secretary of State for the Home Department or of the Prison Commissioners as the case may be.

(2) Any consent of His Majesty's Principal Secretary of State for the War Department or of His Majesty's Principal Secretary of State for the Home Department or of the Prison Commissioners referred to in paragraphs (i) or (ii) of subsection (1) of this section may be given subject to such special or other conditions as he or they shall respectively see fit to impose.

For
protection
of Kent
County
Council.

103. For the protection of the county council the following provisions shall notwithstanding anything in this Act and unless otherwise agreed in writing between the county council and the Hartley Committee the Cuxton Committee the Mid Kent Company the Gravesend Company the Chatham Company or the Higham Company as the case may require (each of whom is in this section respectively referred to as

“ the undertakers ”) have effect with respect to the execution of any works authorised by this Act or the exercise of any of the powers of this Act affecting any county road or county bridge (that is to say) :— A.D. 1936.
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(1) In this section—

“ apparatus ” includes any line of pipes discharge pipe or other works of the undertakers ;

“ the surveyor ” means the surveyor to the county council ;

“ the Act of 1847 ” means the Waterworks Clauses Act 1847 :

(2) All apparatus to be laid in or along any county road or in the soil or pavement of any county bridge shall be laid in such position in or at the side thereof and at such depth as the county council in writing under the hand of the surveyor may reasonably direct :

(3) The notice required by section 30 of the Act of 1847 to be given to the county council shall (save in cases of leakage bursting or other emergency when as long notice shall be given as is reasonably practicable)—

(a) in the case of a county bridge be fourteen clear days instead of three clear days ; and

(b) in the case of a county road be seven clear days instead of three clear days :

(4) The plan required by section 31 of the Act of 1847 shall be accompanied (where applicable) by a section of the proposed works and shall (except as aforesaid) be delivered to the surveyor by the undertakers not less than seven days before the undertakers commence to interfere with the soil or pavement of any county bridge or open or break up any county road for the purpose of executing the works. If the surveyor shall not within seven days after the plan and any section shall have been delivered to him express his disapproval thereof or signify his requirements in relation thereto he shall be deemed to have approved thereof :

A.D. 1936.
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- (5) Subject to the rights of all parties claiming to be entitled thereto all surplus paving metalling or materials removed during the laying of the apparatus in any county road or in the soil or pavement of any county bridge and not required by the undertakers for the purpose of reinstating and making good the said road or bridge may be used by the county council for the maintenance and repair of any county or other road and may be removed by the county council for that purpose :
- (6) Nothing in this Act shall prejudice or affect the right of the county council at any time or times to divert widen alter the levels of or otherwise alter and improve any county road and to remove alter rebuild widen or repair any county bridge in under over or attached to which any apparatus is situate or carried in the same manner as the county council might have diverted improved or removed altered rebuilt widened or repaired any such county road or county bridge if this Act had not been passed and the undertakers shall with all reasonable speed after receiving notice in writing under the hand of the surveyor alter the position of any such apparatus in such manner and to such extent as the surveyor may reasonably require Provided that the cost of carrying out any work necessary for the purpose of complying with any requirement of the surveyor pursuant to the foregoing provisions of this subsection shall—
- (i) if carried out in connection with the diversion widening alteration of level or other alteration or improvement of a county road be repaid to the undertakers by the county council ; and
- (ii) if carried out in connection with the removal alteration widening or repair of a county bridge be borne and paid by the undertakers :

Provided also that during any such diversion improvement removal alteration rebuilding

A.D. 1936.

widening or reparation of such county road or county bridge as aforesaid the county council shall afford to the undertakers all reasonable facilities for temporarily carrying such apparatus along the road or across any stream or river so as not to interrupt the continuous supply of water or to diminish the pressure of such supply through such apparatus and the undertakers may carry such apparatus accordingly :

- (7) All works shall be so executed by the undertakers as not unreasonably to impede or interfere with the traffic on any county road or over any county bridge and the undertakers shall not without the consent of the surveyor (which consent shall not be unreasonably withheld) open or break up at any one time a greater continuous length than one hundred and fifty yards of any county road or leave an interval of less than one hundred yards between any two places at which they may open or break up such county road :
- (8) The county council shall not be liable for or in respect of any damage or injury done to any apparatus laid or executed under the powers of this Act in under or along any county road or in the soil or pavement of any county bridge by reason of such apparatus being laid or executed at a depth below the surface of the county road or the roadway over a county bridge insufficient for its protection from injury arising from the reasonable use by the county council of any steam or other roller not exceeding fifteen tons in weight for the repair of any such road or of any traction engine not exceeding the weight aforesaid :
- (9) Any difference which may arise between the county council and the undertakers under the foregoing provisions of this section and any matter required by those provisions to be determined by arbitration and any matter which would under the provisions of the Act of 1847 with respect to the breaking up of

A.D. 1936.
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streets for the purpose of laying pipes be (but for this provision) determined by two justices shall be referred to and determined by a single arbitrator to be agreed upon between them or failing such agreement to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination :

22 & 23
Geo. 5. c. 48.

- (10) The provisions of section 41 of the Town and Country Planning Act 1932 shall not apply in relation to—

any offices or dwellings for employees erected purchased taken on lease let or maintained by the Hartley Committee or the Cuxton Committee under the powers of the sections of this Act of which the marginal notes are respectively "Acquisition by Hartley Committee of lands by agreement" "Power " to Hartley Committee to hold lands and " exercise powers for protection of waters " " Provision of dwelling-houses for employees by Hartley Committee " and " Application " to Cuxton Committee of certain sections " of Act relating to taking of lands and " execution of works by Hartley Committee " where any part of such offices or dwellings is situate within a distance of two hundred and twenty feet from the middle of any road (as defined in the Restriction of Ribbon Development Act 1935);

25 & 26
Geo. 5. c. 47.

or in relation to—

(a) so much of any lands purchased taken on lease or otherwise acquired by the Hartley Committee or the Cuxton Committee under the powers of the hereinbefore mentioned sections of this Act (being lands upon which it is intended at any time to erect offices or dwellings); or

(b) so much of any lands purchased taken on lease or otherwise acquired by the Hartley Committee or the Cuxton Committee under the powers of the hereinbefore-mentioned sections of this Act when such lands have been leased to any person;

as is situate within the said distance from the middle of any such road :

Provided that nothing in this subsection shall prevent the application of the said section 41 to any lands which the Hartley Committee or the Cuxton Committee are authorised to acquire compulsorily under this Act or any offices or dwellings for employees upon any such last-mentioned lands :

- (11) The foregoing provisions of this section are in addition to and not in substitution for the provisions of the Act of 1847 with respect to the breaking up of streets for the purpose of laying pipes except so far as such last-mentioned provisions are expressly varied by or are inconsistent with such first-mentioned provisions.

104. The following provisions for the protection of the Kent Electric Power Company (in this section referred to as "the power company") shall unless otherwise agreed in writing between the undertaker and the power company apply and have effect:—

For
protection
of Kent
Electric
Power
Company.

- (1) In this section—

"the undertaker" means as the case may require the Hartley Committee the Cuxton Committee the Mid Kent Company the Gravesend Company the Chatham Company or the Higham Company;

"apparatus" means all or any electric lines (as defined in the Electric Lighting Act 1882) posts poles and other apparatus belonging to the power company;

45 & 46 Vict.
c. 56.

"authorised works" means any works authorised by this Act which will be laid or constructed under or over or within ten yards measured horizontally from any apparatus of the power company not situate

A.D. 1936.
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in a street or road and includes (except where otherwise provided) any work of repairing maintaining renewing or removing any of those works :

62 & 63 Vict.
c. 19.

- (2) Nothing in this Act shall extend to or authorise any interference by the undertaker with any apparatus of the power company to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 nor shall anything in this Act authorise the carrying out of any works near to which any apparatus of the power company in any street or road has been lawfully placed except in accordance with and subject to the provisions of section 18 of the said schedule :
- (3) Notwithstanding anything contained in this Act or shown upon the deposited plans the undertaker shall not be entitled to acquire any apparatus of the power company or any such interest easement or right in any lands in under over or across which the power company possess an easement or right of constructing or maintaining any apparatus as would prevent or unreasonably interfere with the enjoyment or exercise by the power company of the easement or rights so possessed by them :
- (4) At least twenty-one days before commencing to execute any authorised works the undertaker shall except in case of emergency give notice to the power company stating the date on which it is proposed to commence the authorised works and shall (except in the case of repair or maintenance) submit to the power company for their approval plans and sections of the authorised work proposed to be executed and particulars of the proposed manner of executing it and if the power company disapprove thereof or make any requirement in relation thereto the authorised work shall not be commenced until the plans sections and particulars have

been agreed or settled by arbitration as hereinafter provided: A.D. 1936.

Provided that if the power company do not within the period of fourteen days from the submission of any plans sections or particulars under this subsection signify their disapproval thereof and the grounds of such disapproval or their requirement in relation thereto they shall be deemed to have approved thereof:

- (5) The authorised works shall be executed and maintained in accordance with any such plans sections and particulars as may have been submitted and approved agreed or settled as aforesaid and to the reasonable satisfaction and under the supervision (if given) of the engineer of the power company (in this section referred to as "the engineer") who shall be entitled to inspect the authorised works during the execution thereof. The undertaker shall supply the said engineer with such information as he may reasonably require with regard to any of the authorised works proposed to be executed:
- (6) If the authorised works as proposed to be executed will in the opinion of the power company interfere with or endanger (whether by subsidence or otherwise) any of their apparatus or impede the supply of electricity thereby the power company may give notice to the undertaker to raise lower or otherwise alter the position of or to support such apparatus or to substitute temporarily or permanently other apparatus or to execute works for the protection of such apparatus in such manner as may be reasonably necessary. Any difference as to whether or not the authorised works will interfere with or endanger any apparatus of the power company or impede the supply of electricity thereby or as to the reasonable necessity for or the extent or nature of such raising lowering alteration support or substitution or of such protective works shall be settled by arbitration:

A.D. 1936.
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- (7) All such raising lowering alteration support or substitution or protective works as aforesaid shall be done and executed by and at the expense of the undertaker but to the reasonable satisfaction and under the supervision (if given) of the engineer :

Provided that if the power company by notice in writing to the undertaker within seven days after receipt by them of notice of the intended commencement by the undertaker of any of the authorised works so require—

(i) the power company may by the engineer and their own workmen execute any such raising lowering alteration support or substitution of the apparatus of the power company or any such protective works as may be agreed or determined as aforesaid to the reasonable satisfaction and under the supervision (if given) of the engineer of the undertaker; and

(ii) the undertaker shall pay to the power company any expenses reasonably incurred by the power company under proviso (i) to this subsection including any legal or other similar expenses incidental to the obtaining of any necessary easements or rights of carrying any apparatus of the power company in under over or across any lands :

- (8) Any difference which may arise between the undertaker and the power company under the provisions of subsections (4) (5) (6) and (7) of this section and any matter required by those subsections to be submitted to arbitration shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject thereto the provisions of the Arbitration Acts 1889 and 1934 shall apply to any such reference and determination.

105. Subject to the provisions of this Act all the costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be borne and paid in such manner as shall be agreed between all the four Companies and the Corporation or as (failing such agreement) shall be determined by a single arbitrator to be appointed (failing agreement between all the four Companies and the Corporation as to such appointment) by the President of the Society of Parliamentary Agents upon the application of any one or more of the four Companies and the Corporation after notice in writing to the others or other of them and the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 or of any statutory modification or re-enactment thereof for the time being in force shall apply to any such arbitration.

A.D. 1936.
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Costs of
Act.

[Ch. lxi.]

*North West Kent
Joint Water Act, 1936.*

[26 GEO. 5. &
1 EDW. 8.]

A.D. 1936.

The SCHEDULE referred to in the
foregoing Act.

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