

**These are the notes referred to on the following official copy**

Title Number K767074

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WAYLEAVE CONSENT  
IN RESPECT OF <sup>OWNER</sup> OCCUPIER.

14

REFERENCE  
980/2



Electricity (Supply) Acts, 1882 to 1928.

THE EAST KENT ELECTRIC POWER ACT, 1911.  
THE KENT ELE. TRIC POWER ACTS, 1902 & 1916.  
MINSTER & DISTRICT ELECTRICITY SPECIAL ORDER, 1932.

Walmer to Ringwood Electric Line.

IN CONSIDERATION of the payment by THE  
THE SOUTH-EAST KENT ELECTRIC POWER CO. LTD.  
(hereinafter called "the Company") of annual sums ascertained in accordance with the rates of payment specified in the Fourth Schedule hereto the said sums to be payable on the first day of January in each year the first payment being proportioned from the date of commencing the works hereinafter referred to I/we the undersigned (hereinafter called "the Grantor(s)") being the Occupier/s of the premises described in the First Schedule hereto CONSENT AND AGREE to the placing laying erecting and also to the maintaining repairing and replacing by the Company of the works described in the Second Schedule hereto across the said premises along the line and in the situation indicated on the Plan No. 481/15. hereunto annexed by a black line or as near thereto as may be practicable and convenient and also to the entry by the Company from time to time upon the said premises by their servants agents contractors and workpeople for the purposes of inspecting maintaining repairing and replacing or removing the works or any of them SUBJECT NEVERTHELESS to compliance with the terms and conditions specified in the Third Schedule hereto which, insofar as the same impose upon me/us any obligations, I/we hereby undertake to abide by and perform.

Photo Copy



GIVEN under my/our hand(s) this 2nd day of March  
One thousand nine hundred and thirty seven.

R. G. WATERS LTD.

Witness'

Signature of Occupier

H.S. Thomas

SECRETARY.

Name

W. Stringer

Address

21 Victoria Rd.

Address of Occupier

Walmer Coast Farm  
F. B. ... Rd. Walmer

Occupation

Deal  
Engineer

Occupation of Occupier

Dairy Farmer

The FIRST SCHEDULE hereinbefore referred to.

Land situate in the Parish of **Deal** **St. Mary's Kent** in the **Borough**  
of **Deal** in the County of **Kent** comprising the intended route of  
the electric lines and apparatus as shown on the plan annexed hereto.

The SECOND SCHEDULE hereinbefore referred to.

One or more overhead electric lines (including such standards or poles and staywires and any necessary ancillary apparatus as may be required) for the transmission of electricity along the route shown in black on the plan annexed hereto (the proposed situations of the standards or poles supporting the same being shown by circles) and one or more underground lines in the position shown on the said plan by a black dotted line.

The THIRD SCHEDULE hereinbefore referred to.

Electricity  
Commissioners'  
regulations  
as to safety to  
be complied with.

1. THE Company shall:—

(a) Construct and maintain the works in accordance with the Regulations for safety of the Electricity Commissioners for the time being in force.

(b) Give not less than seven days' notice to the Grantor specifying the date or dates when the works will be carried out.

(c) Do as little damage as may be in carrying out the works and restore the surface of the land as nearly as may be to the same state as it was in before the commencement of the works, making good any fences walls or gates which may have been broken or damaged and replacing or relaying any land or other drains which may have been disturbed.

Notice of  
commencement  
of works.  
Reinstatement  
after execution  
of works.

(d) Pay reasonable compensation to be ascertained (falling agreement) by arbitration as hereinafter provided for all damage occasioned in carrying out or maintaining the works and not made good (including compensation for damage to crops) of which written particulars giving details of the items of damage and of the amounts claimed shall be delivered to the Company within twenty-eight days of the date when such damage is alleged to have been occasioned.

Compensation  
for surface  
damage.

(e) Bear all rates taxes impositions or outgoings separately assessed laid taxed or imposed in respect of the works and keep the Grantor indemnified therefrom and from and against actions claims demands and expenses in respect thereof.

Rates, taxes, etc.

(f) Keep indemnified the Grantor against claims arising from any failure by the Company or by their contractors agents or workpeople to comply with the foregoing conditions and against actions claims demands and expenses brought against or sustained or suffered by them in respect thereof.

Indemnity  
against  
damage.

2. ANY dispute or difference between the parties hereto under these conditions or as to the true meaning or intent thereof shall be referred to an able and competent Surveyor to be agreed between the parties or (falling agreement) to be nominated by the President for the time being of the Surveyors' Institute.

Arbitration.

THE provisions of the Arbitration Act 1939 shall apply to any such reference.

3. NOTICES hereunder may be sufficiently served on the Grantor if addressed by prepaid general letter post to his/her last known address, and on the Company if so addressed to the Secretary for the time being of the Company at the registered office of the Company at County House, 46/47, New Broad Street, London, E.C.2.

Notices.

4. THE Grantor shall as a condition precedent to his being paid the additional sum mentioned in the Fourth Schedule hereto in respect of any pole, leg or stay, situate on arable land actually steam ploughed, give to the Company notice in writing at the date of commencement of such actual steam ploughing.

As to arable land  
actually steam ploughed.

The FOURTH SCHEDULE hereinbefore referred to.

Per pole, leg or stay, situate in orchard or hop garden	...	...	6/- per annum.
* Per pole, leg or stay, situate in arable land	..	...	4/- per annum.
Per pole, leg or stay, situate in mowing grass or pasture	...	...	2/- per annum.
Per pole, leg or stay, situate in hedgerows	...	...	1/- per annum.
Per 100 yards or less route length of line laid underground	..	..	1/- per annum.

\* An additional payment at the rate of 4/- per annum for each pole, leg or stay, situate in arable land if and when actually steam ploughed.



