CHAPTER cviii.

A.D. 1875.

An Act for authorising the Governor and Company of Chelsea Waterworks to take Water from the River Thames, in the parish of West Moulsey in the county of Surrey, and to construct additional works, and to raise further moneys; and for other purposes. [29th June 1875.]

WHEREAS certain Acts of Parliament were passed and certain Letters Patent under the Great Seal of Great Britain were granted with respect to the Governor and Company of Chelsea Waterworks (in this Act called "the Company"), and those Acts and Letters Patent were repealed by "The Chelsea Waterworks Act, 1852" (in this Act called "the Act of 1852"), and the Company were thereby continued incorporated:

And whereas by the Act of 1852 the capital of the Company was declared to be the aggregate of the sum of three hundred thousand pounds (which had then already been expended by the Company in the construction of their works), and of such further sum not exceeding two hundred and seventy thousand pounds as might be raised by the creation of additional shares, and the Company were authorised to create additional share capital to that amount, and also to borrow on mortgage or bond any sums not exceeding ninety thousand pounds in addition to the sum of eighty thousand pounds then already borrowed by the Company:

And whereas by "The Chelsea Waterworks Act, 1864" (in this Act called "the Act of 1864"), the Company were authorised for any of the purposes of their undertaking to raise further sums not exceeding two hundred and eighty-five thousand pounds by the creation and issue of new ordinary or preference shares or stock, and to borrow on mortgage or bond further sums not exceeding forty-three thousand seven hundred and fifty pounds:

And whereas the Company have raised and borrowed and expended the greater portion of the several sums which by the recited

A.D. 1875.

Acts they were authorised to raise and borrow for the purposes of their undertaking:

And whereas the Company now supply their district with water taken under the powers of the Act of 1852 from the River Thames at Seething Wells, in the parish of Kingston-upon-Thames in the county of Surrey, but the water of the said river is at times at that point turbid and discoloured, and it is expedient that for the purpose of enabling the Company to afford a better supply of water to their district the Company be authorised to take water from the River Thames at a point above Moulsey Lock, and to make and maintain the works by this Act authorised:

And whereas it is expedient that for the purposes of this Act the Company be authorised to apply their existing funds, and to raise further money by shares and by borrowing:

And whereas plans and sections of the works by this Act authorised, showing the lines and levels thereof, and plans showing also the lands to be taken for the purposes of this Act, and books of reference to the plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, were deposited with the clerk of the peace for the county of Surrey in the month of December one thousand eight hundred and seventy-four, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may for all purposes be cited as "The Chelsea Waterworks Act, 1875."

Provisions of certain general Acts incorporated.

2. The provisions following of "The Companies Clauses Consolidation Act, 1845," that is to say, with respect to—

(*a.*) The distribution of the capital of the Company into shares;

(*b.*) The transfer or transmission of shares;

(*c.*) The payment of subscriptions and the means of enforcing the payment of calls;

(*d.*) The forfeiture of shares for nonpayment of calls;

(*e.*) The remedies of creditors of the Company against the shareholders;

(*f.*) The borrowing of money by the Company on mortgage;

(*g.*) The conversion of the borrowed money into capital;

(*h.*) The consolidation of shares into stock;

and Part I. (relating to cancellation and surrender of shares), and Part II. (relating to additional capital), and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and the provisions "with respect to the construction of the waterworks," and "with respect to the construction of works for the accommodation of lands adjoining the waterworks," and "with respect to mines," and "with respect to the breaking up of streets for the purpose of laying pipes," and "with respect to the provision for guarding against fouling the water of the undertakers," and "with respect to the payment and recovery of the water rates," and "with respect to the amount of profit to be received by the undertakers," and "with respect to the recovery of damages not specially provided for, and of penalties, and to the determination of any other matter referred to justices," and "with respect to access to the special Act," of "The Waterworks Clauses Act, 1847," and the provisions of "The Waterworks Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings, unless excluded by the subject or context; the expression "road authority" means the local authority, board, vestry, or other body, person or persons, in whom the carriageway of any road being a public highway, and the carriageway of any bridge forming part of or leading to the same, is vested, or who have or has power to maintain or repair such road; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or in any Act in whole or in part incorporated with this Act, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power for Company to make works shown on deposited plans and sections.

4. Subject to the provisions of this Act, the Company from time to time may make and maintain, in the situation and according to the lines and levels shown upon the deposited plans and sections, the several works shown on those plans and sections, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The works herein-before referred to and

A.D. 1875.

authorised by this Act will be wholly situate in the county of Surrey, and are as follows:

(A.) An engine house, with all necessary engines and conveniences, situate in the parish of West Molesey otherwise West Moulsey, near the reservoirs of the Lambeth Waterworks Company:

(B.) A conduit or line of pipes (No. 1) wholly in the said parish of West Molesey, commencing on the bed or shore of the River Thames, and terminating within the intended engine house (*a*):

(C.) A conduit or line of pipes (No. 2) commencing in the said parish of West Molesey at the intended engine house (*a*), and terminating in the township or district of St. Mark, Surbiton, in the parish of Kingston-upon-Thames, in the existing waterworks of the Company:

(D. and E.) A reservoir (No. 1) and a reservoir (No. 2) situate respectively in the said parishes of West Molesey and Walton-upon-Thames, near the intended engine house (*a*).

Power to make incidental works and to divert footpaths.

5. In connexion with the works shown on the deposited plans and sections the Company may, upon lands acquired by or belonging to them, from time to time make and maintain all necessary and convenient approaches, embankments, wells, tanks, filtering beds, dams, sluices, outfalls, channels, conduits, drains, pipes, engines, works, and conveniences for collecting, filtering, storing, and distributing water, and they may alter and divert, in accordance with the deposited plans, any footpath or footpaths shown on those plans as intended to be so altered or diverted.

Power to apply existing funds.

6. The Company may apply for any of the purposes of this Act any moneys already authorised to be raised by the Company and not made applicable for any specified purpose, or if so made applicable, not required for that purpose.

Power for Company to raise further capital.

7. The Company from time to time, for the purposes of this Act, may raise, by the creation and issue of new shares or new stock, whether preferential or ordinary, or both, any further sums not exceeding in the whole one hundred and sixty thousand pounds.

Shares not to issue until one fifth paid up.

8. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

9. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval

between successive calls, and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of a person not sui juris.

10. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

11. The Company may from time to time borrow on mortgage, in addition to the sums which they are now authorised to borrow, any sum not exceeding forty thousand pounds, but no part thereof shall be borrowed until shares for so much of the portion of additional capital of one hundred and sixty thousand pounds by this Act authorised as is to be raised by means of shares are issued and accepted and one half of such portion of additional capital is paid up, and the Company have proved to the justice who is to certify under the 40th section of "The Companies Clauses Consolidation Act, 1845" (before he so certifies), that shares for the whole of such portion of additional capital have been issued and accepted and one half of such portion of additional capital has been paid up, and that not less than one fifth part of the amount of each separate share in such portion of additional capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock (as the case may be) were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if any portion of the said additional capital is raised by shares that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Repeal of section 15 of Act of 1864.

12. Section 15 of the Act of 1864 (relating to the appointment of a receiver) is hereby repealed, but without prejudice to any appointment heretofore made or proceedings now pending.

Arrears may be enforced by appointment of a receiver.

13. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of principal, the amount of principal owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds.

A.D. 1875.

Debenture stock.

14. The Company may create and issue debenture stock, subject to the provisions of Part III. of "The Companies Clauses Act, 1863;" but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal monèys secured by such mortgages.

Priority of principal moneys secured by existing mortgages.

15. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages, have priority over the principal moneys secured by any mortgages granted by virtue of this Act.

Priority of mortgages over other debts.

16. All money raised or to be raisèd by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company, and the property from time to time of the Company, over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act; provided always, that this priority shall not affect any claim against the Company or their property in respect of any rent-charge granted or to be granted by them in pursuance of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company, which is entitled to rank in priority to or pari passu with the interest on their mortgages or debenture stock, nor shall anything in this section contained affect any claim for land taken, used, or occupied by the Company for the purposes of the Company's undertaking and works, or injuriously affected by the construction thereof, or by the exercise of any powers conferred on the Company.

Application of moneys.

17. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Powers for compulsory purchases limited.

18. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of one year from the passing of this Act.

Power to purchase lands by agreement.

19. The Company from time to time, for the purposes of this Act, and in addition to the lands, easements, and rights which by this Act they are authorised to purchase compulsorily, may by agreement purchase, or may acquire by way of exchange, and may hold for any

purposes of this Act, in addition to the lands, easements, and rights which by the Act of 1852 they are authorised to acquire by agreement, any lands not exceeding in the whole three acres, or any easements or rights, not being easements or rights of water, in, over, or affecting any lands.

Power to grant easements, &c.

20. All persons by this Act empowered to sell and convey or release lands may grant, and may, by way of exchange, convey to the Company any lands, or any easement or right (not being an easement or right of water) in, over, or affecting any lands.

Application of Lands Clauses Acts, 1845 and 1860.

21. For the purposes of this Act the several provisions with respect to land and rentcharges of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," so far as the same respectively are applicable in that behalf, extend and apply to easements and rights granted and leased under this Act, and rents and rentcharges reserved or granted by the leases and grants of the easements and rights respectively.

For the protection of property of the county of Surrey.

22. Before commencing any of the works by this Act authorised in, through, or over any lands, roads, or bridges belonging to or vested in the justices of the peace for the county of Surrey, or in the clerk of the peace for the time being of that county, the Company shall give one month's notice to such clerk of the peace of the intention to commence such works, and such works shall be made only in a manner and upon plans to the reasonable satisfaction of the surveyor for the county of Surrey for the time being, or if any difference shall arise, then it shall be settled by an engineer to be selected by the Board of Trade, and such works shall be made so as to cause as little detriment and inconvenience to the public as circumstances admit, and the Company shall pay compensation for all damage occasioned by the construction of the proposed works, and the costs of and incidental thereto, and of and incidental to such supervision and arbitration.

Period for completion of works.

23. The works shown on the deposited plans, and by this Act authorised, shall be completed within three years after the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for making the respective works or otherwise in relation thereto shall cease to be exercised, except as to so much of the respective works as is then completed; provided, that this section shall not prevent the Company from extending from time to time any of their mains, pipes, works, and conveniences.

Lateral and vertical deviations.

24. Subject to the other provisions of this Act, in executing the works the Company may deviate laterally from the lines thereof

A.D. 1875.

shown on the deposited plans to any extent within the limits of deviation shown thereon, and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet, save where a greater vertical deviation is necessary for avoiding interference with any sewer, water main, gas main, or other work, and then to such an extent as is necessary for avoiding interference therewith; provided always, that the Company shall not deviate downwards from the levels so shown in any public road in the parish of East Molesey to any greater extent than two feet without the consent of the East Molesey Local Board, being the sewer authority in that parish.

Power to take water from Thames, &c.

25. The Company from time to time may collect, and, by means of the conduits or lines of pipes shown on the deposited plans and by this Act authorised, take and divert into their now existing reservoirs and works, and the reservoirs and works by this Act authorised, and there impound, and thence distribute, so much as they from time to time find requisite of the waters of the River Thames and its tributaries, and of any other of the streams and waters shown on the deposited plans, and of any springs on or near the works by this Act authorised, provided the quantity so taken from the Thames does not exceed twenty millions of gallons in any twenty-four consecutive hours, and the Company shall be subject to the same restrictions and obligations with respect to the taking of water from the River Thames as they are subject to at the time of the passing of this Act.

Saving rights of Conservators under an agreement dated 17th June 1852.

26. Nothing in this Act contained shall extend to annul, alter, abridge, or affect a certain indenture or agreement dated the 17th of June 1852, and entered into between the Governor and Company of Chelsea Waterworks and the Mayor and Commonalty and Citizens of the City of London, and the several covenants and conditions therein shall remain in force as fully as if this Act had not passed.

Applying section 51 of Thames Navigation Act, 1866.

27. The provisions of section 51 of the Thames Navigation Act, 1866, shall extend and apply to the flow and the purity of the water of the Thames above and at the place where the Company are empowered by this Act to draw water.

Prohibition of sending turbid water, &c. into Thames.

28. The Company shall not at any time discharge or permit to be discharged into the Thames at any point above the intake of water of the Lambeth Waterworks Company from the Thames any sewage or sewage matter, or any turbid or unclean water, or any condensing water from engines, or any refuse or other noxious or offensive matter, or anything polluting or likely or tending to pollute the water of the Thames.

Power for Company to manage waterworks under Act.

29. Subject to the provisions of this Act, the Company may maintain, manage, regulate, work, and use the waterworks from time to time vested in them under this Act, and may from time to time enlarge, extend, alter, add to, and discontinue their buildings, reservoirs, mains, pipes, works, and conveniences when and as they find it expedient so to do.

Consent of Conservators to works on Thames.

30. The Company shall not make or commence any work on the bed or shore of the River Thames, or any creek or inlet thereof, except in accordance with the consent of the Conservators of the River Thames, in writing under the hand of their secretary.

Approval by Conservators of works on Thames.

31. The works on the bed or shore of the River Thames or abutting on the river by this Act authorised shall be made in accordance with a plan and elevation approved by the Conservators, and deposited at their office, and the works shall be executed to the satisfaction of the engineer of the Conservators.

Lights on works.

32. During the making of the works by this Act authorised in and abutting on the River Thames the Company shall hang out or exhibit thereat or near thereto every night from sunset to sunrise lights to be kept burning by and at the expense of the Company, and proper and sufficient for the navigation and safe guidance of vessels, and the lights shall be from time to time altered by the Company in such manner, and be of such kind and number, and be so placed as the Conservators, by writing under the hand of their secretary, approve, and if the Company fail to exhibit and keep the lights so burning they shall for every such offence forfeit not exceeding ten pounds.

Consent of Conservators to interference by Company with bed of Thames.

33. Nothing in this Act shall authorise the Company to embank, encroach on, or interfere with any part of the soil or bed of the River Thames or shore thereof, except in accordance with the plan approved by the Conservators.

Consent of Conservators to Company taking gravel from Thames.

34. The Company shall not take any gravel, soil, or other material from the bed of the River Thames, except where, when, and as the Conservators approve.

Damage to works by flood to be made good immediately.

35. If at any time any of the works by this Act authorised be by flood, storm, or other sudden accident so damaged as to admit any unfiltered water into any part of those works, by means whereof the Company ought, in accordance with the provisions of "The Metropolis Water Act, 1852," to supply only filtered water, the Company shall immediately repair the damage so as with the least practicable delay to enable them to supply only filtered water.

Precautions during works on roads.

36. The Company shall at their own expense do all such things in the way of watching, lighting, and fencing, and all such other

A.D. 1875.

precautionary measures during the progress of laying down or making any works by this Act authorised, or of executing under this Act any other works connected with any public roads as are requisite for the public safety and convenience, and the protection of the roads, and of the travellers thereon, as are from time to time required in writing by the respective road authority, and the Company shall be amenable for all accidents and damage happening by reason or in consequence of any of the works of the Company connected with the roads.

All works connected with roads to be under superintendence of surveyor.

37. Any works connected with any public roads shall not be in any way commenced under this Act until the expiration of ten days after notice in writing of the intention to commence the works be left at the office of the respective road authority, or be delivered to their surveyor, and the opening of those roads, or any of them, for the purpose of making the works or for laying any pipe, and the re-making of the roads, including the filling in of excavations, and all other works of every description connected with the roads at any time thereafter to be executed by or for the Company, shall be carried on and executed under the direction and superintendence and to the satisfaction of the surveyor.

Directions for laying pipes under roads.

38. Subject to the provisions of this Act, the Company shall not make any conduit or other works in any part of any public road, or of the footpaths adjoining thereto, other than in such line and direction as the road authority shall reasonably require; and if any difference shall arise between the Company and any road authority as to such line or direction, or as to any of the clauses or provisions of this Act, every such difference shall, on the application of the Company or of the road authority, be referred to an arbitrator to be named by the Local Government Board, to determine, and such arbitrator shall have power to determine by whom and in what manner the costs of and incident to the reference shall be paid.

For protection of Lambeth Waterworks Company.

39. For protection of the rights and interests of the Company of Proprietors of Lambeth Waterworks (in this Act called the Lambeth Waterworks Company), the following provisions shall (notwithstanding anything in this Act) have effect; (that is to say,)

1. The Company shall (except in cases of emergency arising from defects in any of their pipes or other works), before executing any work by this Act authorised over, under, or within five feet of any pipe or conduit or any underground work directly connected therewith of the Lambeth Waterworks Company, give to the Lambeth Waterworks Company

three days notice in writing of the intention of the Company to do so, such notice to be given to their secretary or left at their usual place of business, and shall, in cases of such emergency, give or leave notice so soon as is possible after the beginning of the work or the necessity for the same shall have arisen:

2. Every such work shall (except in cases of such emergency) be executed under the superintendence and to the reasonable satisfaction of the engineer of the Lambeth Waterworks Company, and in cases of such emergency, then to the like satisfaction of the engineer, and so far as is possible under his superintendence: Provided that if such engineer fail to attend at the time appointed for executing any such work after such three days notice, or such notice in cases of such emergency, shall have been given or left as aforesaid, or shall refuse or neglect to superintend such work, then and so often as the same shall happen the Company may perform the work specified in such respective notices without the superintendence of such engineer:

3. The Company in executing every such work shall take all such precautions and do all such things as shall prevent, as far as possible, any injury or interruption to the works and water supply of the Lambeth Waterworks Company as the engineer of the Lambeth Waterworks Company reasonably requires, and shall make good all damage occasioned by the execution of such works:

4. The Company shall pay all the reasonable expenses of the Lambeth Waterworks Company of superintending the execution of every such work:

5. If any difference under the foregoing provisions shall arise between the Company and the Lambeth Waterworks Company, the same shall, by virtue of this Act, stand referred to a single arbitrator, to be agreed on by the two companies within seven days after request shall in that behalf have been made in writing by the secretary of either of the two companies to the secretary of the other of them, and in default of agreement within seven days, to be nominated by the President for the time being of the Institution of Civil Engineers, upon application to him in that behalf by either of the two companies, and the Railway Companies Arbitration Act, 1859, shall apply to every such reference as if the two companies were railway companies:

6. The Company shall fully compensate the Lambeth Waterworks Company in respect of all damage and loss sustained by

A.D. 1875.

them in consequence of any interruption at any time occasioned to the water supply of the Lambeth Waterworks Company through such pipe or conduit, by reason of the laying down or repair of any conduit or pipe by this Act authorised, or by or during any repair of any such conduit or pipe, or by reason of any want of repair or proper maintenance thereof; and if the Company fail to pay to the Lambeth Waterworks Company that compensation on demand, the same may be recovered with full costs of suit by the Lambeth Waterworks Company by proceeding in any court of competent jurisdiction.

Company to give notice before interfering with mains, &c. of water or gas companies.

40. The Company shall not begin any work interfering with or in any way affecting any of the mains or pipes of any water or gas company unless at least twenty-one days previous notice in writing of the intention so to do, describing the manner in which it is proposed to interfere with the mains or pipes, be given to the engineer of the water or gas company, or left for him at their principal office.

Works for water or gas company to be executed by their engineer at expense of Company.

41. The Company shall not in any way alter, displace, or otherwise interfere with any of the mains or pipes of any water or gas company, but the water or gas company's engineer shall have the exclusive direction and management of and may execute all such works as he thinks necessary for the purpose of removing, altering, and restoring the mains or pipes, and of preventing during the execution thereof any interruption to the supply of water or gas by the water or gas company, and all expenses properly incurred by them in that behalf shall be repaid to them by the Company.

In default of water or gas company, the Company may execute necessary works.

42. Provided that if the water or gas company for ten days next after the day specified in the notice served by the Company for the commencement of the works interfering with or affecting any of the mains or pipes, or for ten days after such later day as the Company by notice in writing to the water or gas company specify for commencing the works, fail to commence or at any time thereafter fail to proceed with reasonable despatch in the execution of the works, the Company at their own expense may remove, alter, or otherwise interfere with the mains or pipes in such manner and to such extent as they deem necessary, and execute all such other works as they deem requisite for preventing any such interruption to the supply of water or gas by the water or gas company.

Water or gas company not to be liable

43. The water or gas company shall not be liable for any damage or injury occasioned to the works of the Company, or

to any streets or roads, or otherwise howsoever, by reason of any of the works executed under this Act, or in any way consequent thereupon, unless the damage or injury arise from the neglect or default of the water company, their engineer, workmen, or servants.

for damage arising from alterations of mains or pipes.

44. Except as by this Act is expressly provided, nothing in this Act shall prejudice or derogate from the estates, rights, interests, liberties, privileges, or franchises of the Conservators of the River Thames, or prohibit, defeat, alter, or diminish any power, authority, or jurisdiction which at the time of the passing of this Act the Conservators did or might lawfully claim, use, or exercise.

Saving rights of Conservators of the River Thames.

45. Where the conduit passes under the high road in the parish of Thames Ditton westward of the Thames Ditton Station, the same shall be laid as nearly as practicable in the centre of the road, or within three feet thereof.

Mode of laying conduit in certain part of Thames Ditton.

46. Before laying down under the powers of this Act any culvert or main in any public carriage-road in the parish of Thames Ditton in or within fifty yards of which any dwelling-house shall for the time being be situate, the Company shall and they are hereby required to set up in such road such and so many stand-pipes for the gratuitous constant supply of water to the inhabitants of such dwelling-houses as that one such stand-pipe shall be within fifty yards of every such dwelling-house as shall immediately abut upon the road, or within the like distance of the junction with the road of the private road or approach leading to such dwelling-house as shall not immediately abut upon the road; and the Company shall maintain every such stand-pipe and (unless prevented by frost, bursting of pipe, or any other accident) permit water to be freely and gratuitously taken from the same for the use of such inhabitants at all times during the laying down in the respective road of any such culvert or main as aforesaid, and until the expiration of three calendar months after the surface of the road shall have been restored by the Company.

Company to set up and maintain stand pipes during laying of mains in public carriage-roads in Thames Ditton parish.

47. Nothing in this Act contained shall prejudice any right of the East Molesey Local Board to construct any sewer or drain in any portion of the soil of any highway in the parish of East Molesey, except so far as the same soil may be already occupied by any conduit or pipe belonging to the Company.

Saving rights of East Molesey Local Board.

48. For the protection of the London and South-western Railway Company (in this section called the South-western Company) the

For protection of London and

A.D. 1875.

South-western Railway Company.

several provisions of this section shall have full effect with reference to the intended works of the Company:

(A.) Where any channel, conduit, drain, or pipe of the Company is intended to pass under the line of the South-western Company's Hampton Court Branch, near the Thames Ditton Station thereon, the same shall be made and maintained in the roadway leading from Thames Ditton to Hampton Court, under the bridge which carries that railway over that road there, and in such a position as that no part of the same shall be made, constructed, or laid within nine feet from the piers, wings, and structure of that bridge, but that the same shall be made, laid, constructed, and maintained for a distance of thirty-five yards on either side of the said Hampton Court Branch, and under that branch in as near as practicable the centre of the above-mentioned roadway:

(B.) All those works shall be respectively made and maintained of such dimensions, in such lines, on such levels, and in such manner as not in any degree to lessen or prejudice the permanency, stability, or convenience of any part of the said Hampton Court Branch Railway, works, or conveniences, and so as not in any degree during the construction or alteration thereof respectively, or at any time thereafter, to obstruct or prejudice the same railway, or the works or conveniences thereof, or any of them:

(C.) In order thereto the Company from time to time shall submit to the South-western Company's principal engineer, for his consideration and reasonable approval thereof, a proper and sufficient description, plan, section, and specification of such parts of the Company's respective works as are to be made within thirty-five yards of the said Hampton Court Branch Railway, and also from time to time like particulars of every proposed alteration of those respective works; and if in any case the South-western Company's principal engineer do not within fourteen days after the delivery thereof to him approve the same, with such modifications (if any) thereof as he reasonably requires, and sign the same in testimony of his approval thereof, and deliver the same so signed to the Company, or if the Company object to any modification thereof required by him, then in either of such cases the Company may submit the same to a competent and impartial civil engineer appointed on the application of the two

companies, or either of them, by the President of the Institution of Civil Engineers, for his consideration and reasonable approval thereof, such approval to be attested by his signature; and the Company shall not begin the execution of any of the works shown on such plan unless and until the same, with the respective sections and specifications thereof, are approved as herein-before provided:

(D.) The South-western Company, if and when they think fit, may, upon giving fourteen days previous notice to the Company, execute for and at the expense of the Company all or any of those works respectively which are to be made and maintained in, upon, or within thirty-five yards from any part of their said Hampton Court Branch Railway:

(E.) All the works from time to time of the Company, whether permanent or temporary, as far as they are respectively within thirty-five yards of the said Hampton Court Railway, shall be made and maintained by and at the expense of the Company, in accordance with the plans, sections, and specifications so approved, and notice in writing of the intention of the Company to execute such works shall be given by them to the South-western Company, by leaving the same at their principal office, or at the office of their principal engineer, seven clear days before the commencement of the execution thereof, and the same shall be executed under the superintendence and to the satisfaction of the South-western Company's principal engineer: Provided that if such engineer fail to attend at the time appointed for executing any such work after such seven days notice shall have been given as aforesaid, or shall refuse or neglect to superintend such work, then and so often as the same shall happen the Company may perform the work specified in such notice without the superintendence of such engineer, and the South-western Company may from time to time, at the expense of the Company, and with or without previous notice to them, do and execute any such acts and works, with the object of preventing damage to their railway or works, as they shall from time to time deem necessary or proper for anticipating, preventing, or remedying any failure or want of stability or good repairs of the works of the Company, and from time to time, at the expense of the Company, appoint and employ such inspectors and watchmen to

A.D. 1875.

superintend the execution of the works from time to time in course of execution by the Company, or by the South-western Company with reference to the works of the Company, and to secure the safety and non-interruption of the said Hampton Court Railway, works, and conveniences, as they think proper:

(F.) The Company shall from time to time fully compensate the South-western Company in respect of all damage and loss occasioned to them by reason of the construction and maintenance, or of the failure or want of stability or repair of the works by this Act authorised, or any of them, by interruption of or interference with their said Hampton Court Branch Railway, or the works or conveniences thereof, or the traffic thereon; and the Company shall from time to time, on demand, pay to the South-western Company all amounts from time to time payable to them in respect of works, matters, and things executed or done by the South-western Company under the authority of this Act, or otherwise made payable to them by the provisions of this Act, and if the Company fail to pay that compensation or those amounts, or any of them, on demand, the same may be recovered by the South-western Company with full costs of suit in any court of competent jurisdiction:

(G.) The Company shall hold harmless and keep indemnified the South-western Company from and against all actions, suits, or other proceedings which may be commenced or instituted against them by reason of or in relation to the works by this Act authorised, or any of them, for damage or injury which may result therefrom:

(H.) Except as by this Act expressly authorised, the Company shall not, without the consent of the South-western Company, testified by writing signed by their secretary, acquire any part of their land or property, but if and where any part of the Company's works is to be executed in or upon any land of the South-western Company, the Company may acquire an easement or right of making and maintaining the work in that land in such a manner as not to prejudice any part of the said Hampton Court Railway, or the works and conveniences thereof:

(I.) Except only as is by this Act expressly provided, this Act, or anything herein contained, shall not take away, lessen, or prejudicially affect any of the estates, rights, interests, powers, or privileges of the South-western Company.

Altering period for holding general meetings of the Company.

49. So much of section 29 of the Act of 1852 as directs that ordinary meetings of the Company shall be held in the month of June is hereby repealed, and from and after the passing of this Act the prescribed periods for the holding of general meetings of the Company shall be the months of June and December in each year.

Saving rights of Company.

50. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, or authorities of the Company.

Provision as to general Acts relating to Metropolis Water Companies.

51. This Act or anything therein shall not exempt the Company or their waterworks from the provisions of "The Metropolis Water Act, 1852," or "The Metropolis Water Act, 1871," or any general Act to be hereafter passed with respect to the water companies of the metropolis.

Expenses of Act.

52. All the costs, charges, and expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1875.