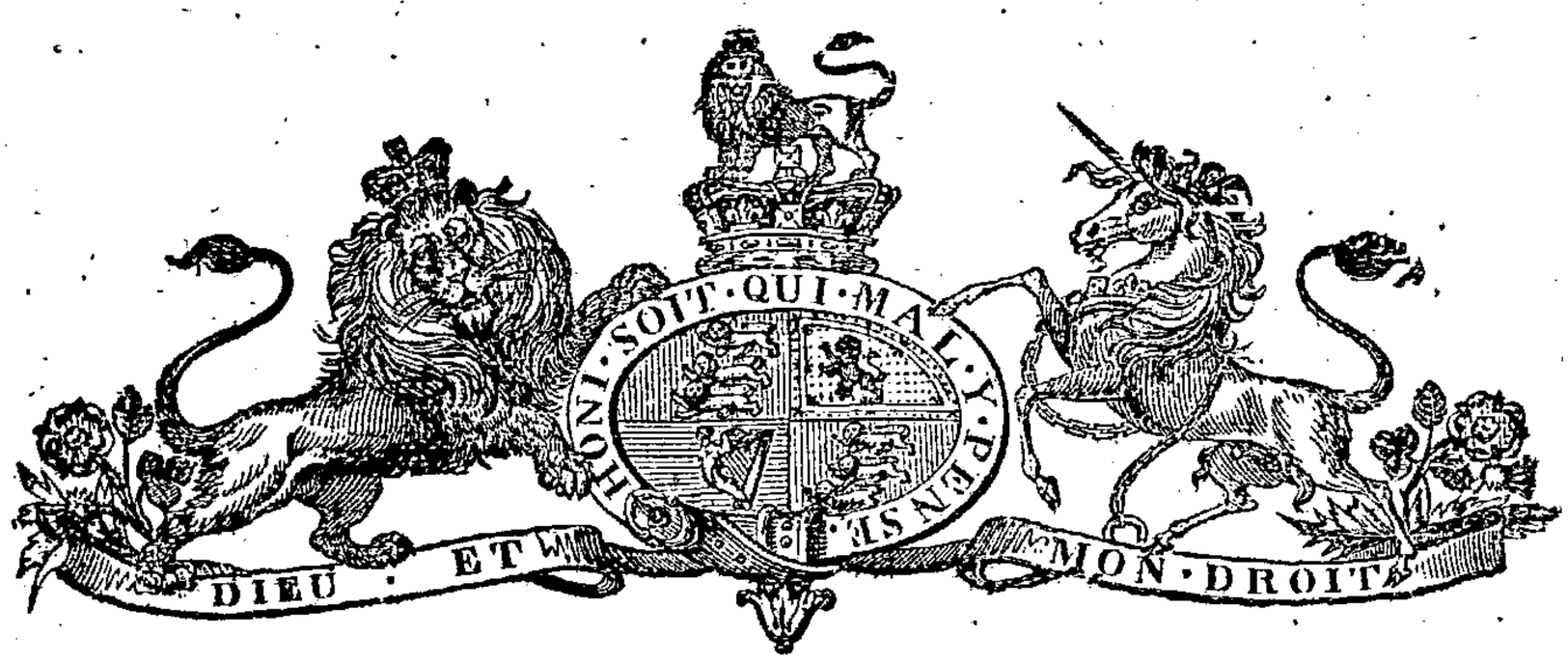


ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxlviii.

An Act for authorizing the *East London* Waterworks Company to obtain a Supply of Water from the River *Thames*, and to make Works for the Purpose, and to raise further Monies; and for other Purposes; and of which the Short Title is "*East London* Waterworks (*Thames* Supply) Act, 1867." [15th *July* 1867.]

WHEREAS the *East London* Waterworks Company (in this Act called "the Company") are now regulated chiefly by "The *East London* Waterworks Act, 1853," and "The *East London* Waterworks Act, 1862:" And whereas the Company supply with Water the Inhabitants of a District on the Eastern Side of *London*, and the Water which they supply is taken from the River *Lea*: And whereas the Population of the District supplied by the Company has greatly increased and is still increasing, and the Company are desirous, and it would be of public Advantage, and it is expedient that they should be authorized to obtain from the River *Thames* an additional Supply of Water: And whereas there has been

16 & 17 Vict. c. clxvi.
25 & 26 Vict. c. xxii.

introduced into Parliament in the present Session a Bill (promoted by the Company) for an Act for authorizing the Company to make and maintain divers Works on and near to the River *Lea* by way of Extension of the Company's Waterworks, and some of those proposed Works would be available for the Purposes of the additional Supply of Water which by this Act the Company are authorized to obtain: And whereas it is expedient that the Company be authorized to make and maintain for the Purposes of that additional Supply the Works by this Act authorized: And whereas the Capital of the Company stands as follows; (that is to say,)

	£
Preferential Four per Cent. Stock - - -	850
Ordinary Stock - - - -	974,150
Ordinary Shares - - - -	325,560
	£1,300,560

And whereas the Company have Authority to raise by Shares or by borrowing on Mortgage 99,440*l.*, making with their Capital already raised 1,400,000*l.*: And whereas the Company have no Mortgage Debt: And whereas it is expedient that the Company be authorized to raise by Shares and by borrowing further Monies for the Purposes of this Act: And whereas Plans and Sections of the Works by this Act authorized showing the Lines and Levels thereof, and the 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, have been deposited with the respective Clerks of the Peace for the Counties of *Surrey*, *Middlesex*, and *Essex*, 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 "*East London* Waterworks (*Thames* Supply) Act, 1867."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 17., 23 & 24 Vict. c. 106., & 26 & 27 Vict. cc. 93. & 118. 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

(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 Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," 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 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 Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices," of "The Waterworks Clauses Act, 1847," and the Provisions "with respect to the Security of Reservoirs constructed by the Undertakers" 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, 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, and the Expression in this Act "the Company" means the *East London* Waterworks Company.

Power to Company to take Lands for Purposes of Act.

4. For the Purposes of this Act the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they from Time to Time think requisite, or where they think fit they may purchase by Agreement, but not otherwise, any Easement or Right (not being an Easement or Right of Water) in, over, or affecting any of those Lands, without taking the Lands or any other Estate or Interest therein.

5. The

Power to Company to make Works authorized by Act.

5. The Company from Time to Time may make and maintain in the Situation and according to the Lines and Levels shown upon the deposited Sections, and in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, the several Works by this Act authorized.

Works authorized by Act.

6. The Works by this Act authorized to be made and altered, enlarged, extended, improved, and maintained, and the Things by this Act authorized to be done by the Company, comprise the following Works and Things, with all such incidental Works and Conveniences as the Company find requisite; (that is to say,)

(No. 1.) A Conduit or Pipes commencing in the Parish of *Walton-on-Thames* in the County of *Surrey* in the Bed of the River *Thames* near *Sunbury* Weir, and terminating in the Parish of *Hornsey*, otherwise *Saint Mary Hornsey*, in the County of *Middlesex*, in the *Seven Sisters Road* near where the Main Line of the *Great Northern* Railway crosses that Road:

(No. 2.) A Conduit or Pipes, commencing in the Parish of *Hornsey*, otherwise *St. Mary Hornsey*, by a Junction with the Conduit or Pipes (No. 1.) at or near its Termination, and terminating in the Parish of *Walthamstow*, otherwise *Saint Mary Walthamstow*, in the County of *Essex*, in One of the now existing Reservoirs of the Company Southward of the *Ferry Boat* Inn:

(No. 3.) A Reservoir or Reservoirs and Filtering Beds in Lands in the Parish of *Sunbury* in the County of *Middlesex*, situate to the North-westward of the public Carriageroad leading from *Sunbury* by *Sunbury* Station to *Hanworth*:

(No. 4.) A Conduit or Pipes wholly in the Parish of *Sunbury*, commencing by a Junction with the Conduit or Pipes (No. 1.), and terminating in the Reservoirs and filtering Beds (No. 3.):

(No. 5.) A Conduit or Pipes wholly in the Parish of *Sunbury*, commencing in and out of the Reservoirs and Filtering Beds (No. 3.), and terminating by a Junction with the Conduit or Pipes (No. 1.):

(No. 6.) A Reservoir in the Parish of *Hornsey*, otherwise *Saint Mary Hornsey*, on Lands situate to the North-westward of the *Seven Sisters Road*:

(No. 7.) A Conduit or Pipes wholly in the Parish of *Hornsey*, otherwise *Saint Mary Hornsey*, commencing by a Junction with the Conduit or Pipes (No. 1.), and terminating in the Reservoir (No. 6.):

(No. 8.) A Conduit or Pipes, commencing in the Parish of *Hornsey*, otherwise *Saint Mary Hornsey*, in and out of the Reservoir (No. 6.), and terminating in the Parish of *Saint John* at *Hackney*;

(No. 9.)

(No. 9.) In the several Places named in deposited Books of Reference, and in connexion with the Works named in this Section respectively, all such 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 intercepting, purifying, and disinfecting Sewage and other Matter, as the Company from Time to Time think fit.

Power to Company to raise further Capital by new Shares or Stock.

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 Two hundred and sixty thousand Pounds.

Shares or Stock not to issue until One Fifth paid up.

8. The Company shall not issue or register in the Name of any Person any Share or Stock under this Act, nor shall any Share or Stock vest in the Person accepting it, unless and until a Sum not being less than One Fifth of the Amount of the Share or Stock be 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 the Times for Payment of successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls payable in any Year upon any Share.

Power to borrow on Mortgage.

10. The Company from Time to Time and at any Time after the passing of this Act may borrow on Mortgage, in addition to the Sum of Ninety-nine thousand four hundred and forty Pounds which they are now authorized to borrow, any Sums not exceeding One hundred thousand Pounds.

Arrears may be enforced by Appointment of a Receiver.

11. 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, and in order to authorize the Appointment of a Receiver 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.

Debenture Stock.

12. The Company may create and issue Debenture Stock.

Application of Monies.

13. All Monies raised under this Act, whether by Shares, Stock, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act only; and the Company may apply for any of the Purposes of this Act any Monies already authorized to be raised by the Company

Company and not made applicable for any specified Purpose, or if so made applicable, not required for that Purpose.

Powers for compulsory Purchases limited.

14. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after Three Years after the passing of this Act.

Power to purchase Lands by Agreement.

15. 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 authorized to purchase compulsorily, may by Agreement purchase or may acquire by way of Exchange and may hold for any Purposes of this Act any Lands, not exceeding in the whole Sixty Acres, or any Easements or Rights, not being Easements or Rights of Water in, over, or affecting any Lands.

Power to grant Easements, &c.

16. 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 certain Parts of 8 & 9 Vict. c. 18., and 23 & 24 Vict. c. 106.

17. 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 Protection of Finsbury Park.

18. Whereas the Construction of the Reservoir, Conduits, Pipes, and incidental Works in connexion therewith in the Parish of *Hornsey*, being a Portion of the Works hereby authorized, and distinguished in this Act by Numbers 6, 7, and 8, and which are proposed to be made on a Portion of the Land purchased by the Metropolitan Board of Works (herein-after called the Board) for the Formation of *Finsbury* Park, may interfere prejudicially with the Enjoyment by the Public of the said Park: Therefore in the Construction and Maintenance of the said Reservoir, Conduits, Pipes, and incidental Works, the Board and the Company, except and so far as the Board in Writing otherwise allow, shall comply with and observe the following Provisions and Stipulations; that is to say,

1. The Reservoir shall be covered throughout and turfed over at the Expense of the Company, and the Quantity of Land taken and permanently used for the Reservoir and Works shall not exceed Three Acres, and the Position and general Mode of

of Construction of the Reservoir and Works shall be subject in all respects to the reasonable Approval of the Engineer for the Time being of the Board:

2. The Company shall purchase and acquire in respect of the Lands of the Board only an Easement and Right to make and perpetually maintain and use, subject to the Provisions of this Act, the Reservoir, Conduits, and incidental Works by this Act authorized to be constructed in those Lands:

3. The Land required for the Reservoir, Conduits, and Works shall remain vested in the Board, subject to the Easement to be acquired therein by the Company, and the Surface thereof may be used by them and the Public as Part of the Park, and the Reservoir, Conduits, and Works shall be so constructed as not to interfere with the turfing, planting, and general ornamental Cultivation of the Park:

4. The Conduits and other incidental Works connected with the said Reservoir within the Limits of the Lands acquired by the Board shall be laid in such Direction and Manner as shall be approved by the Engineer for the Time being of the Board:

5. The Earth excavated shall at the Option of the Board either be removed from the Park, or be placed in the Park in such Place or Places within a reasonable Distance of the Place of Excavation, and in such Manner as the Board approve:

6. The Company shall make full Compensation to the Board for all Injury and Damage occasioned by or in the Execution of the Works in the Lands of the Board:

7. The Company shall maintain the Reservoir, Conduits, and Works connected therewith in good Repair to the Satisfaction of the Engineer for the Time being of the Board, and in case of Failure the Board may execute Works of Maintenance as they think necessary at the Expense of the Company:

8. The Company shall within Two Months after the passing of this Act deliver to the Board Plans, Sections, and Specifications indicating the Situation, Level, and Dimensions of the Reservoir and Conduits and incidental Works which the Company desire to execute within the Lands of the Board, and the Board shall within Two Months after the Receipt of those Plans, Sections, and Specifications signify their Approval thereof in Writing, with or without such Modifications as the Board approve, or the Board shall within the same Period deliver to the Company Plans, Sections, and Specifications indicating, so far as the Board see fit, the Position and Particulars of the Reservoir, Conduits, and incidental Works, and the Manner in which the Board, subject to the Provisions of this Act, require the same to be executed, and any reasonable Expenses

Expenses incurred by the Board in the Investigation and Preparation of the Plans, Sections, and Specifications shall be paid by the Company, and all Works in *Finsbury Park* shall be completed on or before the Expiration of Eighteen Months from the Time in which the Company shall be in possession of the approved Plans, Sections, and Specifications:

9. In case any Difference shall arise with respect to the Sum to be paid for the Easement to be purchased and acquired by the Company in the Lands of the Board, or the Sum to be paid for Compensation to the Board, or with respect to any Sum expended by the Board in the Maintenance and Repairs of any Works, the same shall from Time to Time be settled by Arbitration:

10. Except as by this Act expressly enacted, nothing in this Act shall take away any Right, Power, or Property of the Metropolitan Board of Works in connexion with *Finsbury Park*.

Period for Completion of Works.

19. The Works shown on the deposited Plans and by this Act authorized shall be completed within Five 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 same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof 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.

20. In executing the Works the Company may deviate laterally from the Lines thereof 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 in the Case of Reservoirs Three Feet, and in other Cases Five Feet, save where a greater 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.

Power to take Water from Thames, &c.

21. The Company from Time to Time may collect and by means of the Conduits by this Act authorized take and divert into their now existing Reservoirs and Works, and the Reservoirs and Works by this Act authorized, 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: Provided that except in Times of Flood the Company shall not in any One Day reckoned from Mid-

night

night to Midnight take from the River *Thames* or its Tributaries more than the Aggregate of Ten million Gallons: Provided also, that the River *Lea* is not for the Purposes of this Act a Tributary of the River *Thames*.

Company may erect Flood Gauge.

22. The Company may at their own Expense at any Time after they begin to take Water from the River *Thames* erect and thereafter maintain a proper Gauge or Standard to the Satisfaction of the Conservators of the River *Thames* for indicating the Level of the Water of the River *Thames*, at or near and above the Point where the Company take their Supply, and the Conservators of the River *Thames* shall from Time to Time mark on that Gauge or Standard a Line for indicating the Level above which all Water flowing shall be considered Water flowing in a Time of Flood, and the Company shall not under this Act take Water in Times of Flood from the River *Thames* in excess of Ten million Gallons in any One Day, except when the Level of the River is at or above that Line.

Payments to be made by Company to Conservators of River Thames.

23. The Company shall make the following Payments half-yearly on the First Day of *January* and the First Day of *July* in every Year to the Conservators:

1. From the Day the Company begin to take Water from the River *Thames*, and not later than the First Day of *January* One thousand eight hundred and seventy-one, Five hundred Pounds, to continue payable until the next mentioned half-yearly Payment shall become payable:
2. From the Time when the Company take more than Five million Gallons daily from the River *Thames*, and not later than the First Day of *January* One thousand eight hundred and seventy-six, Seven hundred and fifty Pounds, to continue payable until the next-mentioned half-yearly Payment becomes payable:
3. From the Time when the Company take more than Seven and a half million Gallons daily, and not later than the First Day of *January* One thousand eight hundred and eighty-one, One thousand Pounds, to continue payable half-yearly thenceforth, the First half-yearly Payment to become due on the First Day of *January* One thousand eight hundred and seventy-one, or on the half-yearly Day next after the Company begin to take Water from the *Thames*, whichever shall first happen.

Contributions of Company to be First Charge on their Receipts after existing Debts, &c.

24. The Payments to be made under this Act by the Company shall be the First Charge on the net Receipts of the Company after and subject only to any Debts or Charges at the passing of this Act payable thereout or charged thereon, and in priority to any Claim of any Shareholders, Stockholders, Proprietors, or Members of or in the Company

Company to any Dividend or Share of Profits or Receipts; and from and after the Date of this Act fixed for the Commencement of the Payment it shall not be lawful for the Company at any Time to pay or divide any Dividend or Share of Profits or Receipts to or among any Shareholders, Stockholders, Proprietors, or Members of or in the Company, unless and until the Company have paid to the Conservators the half-yearly Payment accrued due from the Company under this Act at the then last preceding First Day of *July* or First Day of *January*, as the Case may be.

Payments of Company to be without Deduction and free from Taxes, &c.

25. The half-yearly Payment to be made as aforesaid by the Company shall be made without Deduction, and all Sums so paid shall in the Hands of the Conservators be free from all parliamentary, parochial, and other general and local Taxes, Rates, and Assessments whatever.

Sects. 70. to 77. of 29 & 30 Vict. c. 89. extended to Conservators Income under this Act.

26. The borrowing Powers contained in Sections 70. to 77., both inclusive, of the "*Thames* Navigation Act, 1866," so far as the same are or may be applicable, are hereby extended to the Income receivable by the Conservators under this Act as fully as if that Income were receivable by the Conservators under that Act.

Provision as to Works of Conservators.

27. In case at any Time after the passing of this Act any Work is done or executed, or proposed to be done or executed, by the Conservators which in the Opinion of the Company will injuriously affect either the Flow or the Purity of the Water of the *Thames* above or at the Place where the Company draws its Supply, the Company may give Notice in Writing under its Common Seal to the Conservators requiring them to alter such Work, or not to do or execute the proposed Work, as the Case may be, and thereupon the Matter shall be referred to some competent and impartial Engineer nominated in that Behalf by the Board of Trade, who shall decide what shall be done in the Premises and whose Decision shall be final, and the Costs of every such Reference shall be in the Discretion of the Referee.

Application by Conservators of Income under this Act, and of Money borrowed in respect thereof.

28. All Money coming to the Conservators under this Act, or borrowed by the Conservators upon the Security of Income coming to them under this Act, shall be applicable and applied by them in the same Manner as Money coming to the Conservators under "The *Thames* Navigation Act, 1866," or borrowed by them under that Act, or made applicable by the 88th and 89th Sections of that Act.

Conservators to have Access to the Works of the Company.

29. For the Purpose of ascertaining the Quantity of Water which shall be pumped by the Company, it shall be lawful for the Conservators of the River *Thames*, by their Engineer, or by any other Person

Person or Persons duly authorized by them for the Purpose, to enter upon the Premises of the Company at all reasonable Hours, and to have free Access to such of the Works and Machinery as may be necessary to enable him or them to ascertain the Quantity of Water which is pumped by the Company.

Provision for estimating the Supply of Water to the Company.

30. If at any Time hereafter the Conservators of the River *Thames* shall have reason to believe that the Company are taking a greater Quantity of Water than they are entitled to take under this Act, the Company, on being required by the Conservators so to do, shall at their own Expense cause proper mechanical Counters for counting and registering the Strokes of all their Pumps by which such Water shall be in the first instance pumped up to be affixed to and worked by such Pumps, and such Counters shall be constructed, affixed, and worked to the reasonable Satisfaction of the Engineer for the Time being of the Conservators of the *Thames*, and their Engineer, and every other Person or Persons duly authorized by them for the Purpose, shall at all seasonable Times have free Access to and full Liberty to inspect such Counters and to take Notes of the Amount of Water thereby registered; and it shall be lawful for the Conservators, if they shall think fit, from Time to Time and at all Times to affix and use their own Counters at their own Expense for the Purposes of this present Provision, and the Company shall afford all Facilities to the Conservators for affixing and using and inspecting the same, and taking Notes of the Result of such Inspection.

For the Protection of the King's otherwise Longford River.

31. Nothing contained in this Act, or in any of the Acts incorporated herewith or herein referred to, shall extend to authorize the Company to take, use, or in any Manner interfere with the *King's* River, otherwise the *Longford* River, or the Bed or Banks of such River or any Part thereof, without the Consent in Writing of the Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings, on behalf of Her Majesty, first had and obtained for that Purpose, which Consent such Commissioners or First Commissioner are and is hereby authorized to give upon such Terms and subject to such Conditions as they or he may think fit.

Power for Company to manage Waterworks under Act.

32. 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 enlarge, extend, alter, add to, and discontinue their Buildings, Mains, Pipes, Works, and Conveniences when and as they find it expedient so to do.

Furnaces to consume their own Smoke.

33. Every Furnace to be erected and used for the Purposes of this Act in which Coals or other Description of Fuel which produce Smoke

Smoke during Combustion shall be consumed, shall in all Cases be constructed so as to consume or burn the Smoke arising from such Furnace; and for the Purpose of enforcing Compliance with this Section the Provisions of the Act of the 16th and 17th *Victoria*, Chapter 128., shall be applicable as if the Furnace were situate within the Metropolis as defined by that Act.

Consent of Conservators to Works on Thames.

34. 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.

35. The Works on the Bed or Shore of the River *Thames*, or abutting on the River, by this Act authorized shall be made on a Site approved by those Conservators, and in accordance with a Plan and Elevation approved by them and deposited at their Office, and the Works shall be executed to the Satisfaction of the Engineer of the Conservators, and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works, and any Coffer Dam, if any, shall not be made without the previous Approval of the Conservators.

Lights on Works.

36. During the making of the Works by this Act authorized 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.

37. Nothing in this Act shall authorize 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 taking Gravel from Thames.

38. 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.

Saving Line and Lands of Great Eastern Railway Company.

39. The Company shall not, without the previous Consent of the *Great Eastern* Railway Company under their Common Seal, alter the Line or Level of any existing or authorized Railway of the *Great Eastern*

Eastern Railway Company, and if and so far as may be necessary the Company shall deviate the Line and Levels of the Works by this Act authorized so as to allow of the same being executed without Alteration of the Line or Level of any such Railway; and the Company shall not, without the like Consent (except for the Purpose of effecting the Works by this Act authorized and shown on the deposited Plans), take or use any Land which now belongs to the *Great Eastern* Railway Company, or which that Company are now authorized to acquire.

Not to interfere with the Great Eastern Railway without Consent.

40. The Company shall not, for the Purposes by this Act authorized acquire any Ownership of or in any Land or Property of the *Great Eastern* Railway Company, or which they are authorized to acquire, but the Company shall acquire only an Easement or Right over so much of such Lands or Property as shall be actually required for those Purposes for making, maintaining, and using the Works by this Act authorized; and the Company shall not enter upon or interfere with any Railway, Lands, or Works of the *Great Eastern* Railway Company, or which they are authorized to make or acquire, or execute any Work whatsoever over, under, or affecting the same, until there shall have been delivered to that Company by the Company Plans, Drawings, and Specifications of the Works intended to be executed over, under, or affecting such Railway, Lands, and Works (and which Plans, Drawings, and Specifications shall describe the Manner of executing the intended Works and the Materials to be used for the Purpose), nor until those Plans, Drawings, and Specifications have been examined and approved in Writing under his Hand by the principal Engineer of the *Great Eastern* Railway Company, or in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered to that Company, until the same have been examined and approved by an Engineer to be appointed by the Board of Trade on the Application of either Party; and the same Works shall be executed by the Company at their sole Expense, and shall respectively be subsequently maintained by the Company in all things according to the approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the *Great Eastern* Railway Company.

Company to pay to Great Eastern Railway Company Expenses of Watchmen during Construction of Works.

41. The Company shall bear and on Demand pay to the *Great Eastern* Railway Company the Expenses of Employment by them during the making of the Works by this Act authorized over, under, and adjacent to any Railway of the *Great Eastern* Railway Company of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution

Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident to arise from any of the Operations or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Penalty in case of Interruption of Traffic on Great Eastern Railway.

42. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with any Railway of the *Great Eastern* Railway Company, so as to impede or prevent the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Eastern* Railway Company the Sum of Twenty Pounds by way of ascertained Damages for every Hour during which that Obstruction or Interference continues.

The Company to pay all Damages sustained by Great Eastern Railway Company.

43. The Company shall from Time to Time be responsible for and make good to the *Great Eastern* Railway Company all Costs, Losses, Damages, and Expenses from Time to Time occasioned to the *Great Eastern* Railway Company, or any of their Works or Property or the Traffic thereon, or any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the Works by this Act authorized, or any Act or Omission of the Company or any of the Persons in their Employ, or their Contractors or others, and the Company shall effectually indemnify and hold harmless the *Great Eastern* Railway Company from all Claims and Demands upon or against them by reason of any such Execution or Failure or of any such Act or Omission.

Property of the Midland Railway Company not to be purchased compulsorily, and Interference therewith restricted.

44. The Company shall not purchase or take compulsorily any Land or Property of the *Midland* Railway Company, but they may purchase and acquire compulsorily an Easement or Right of laying down and maintaining through the Lands of that Company the Pipes by this Act authorized to be laid down through the same, and neither the Company nor any Person in the Execution of this Act shall enter upon, use, or interfere with the Railways, Lands, or Properties of the *Midland* Railway Company, save only so far as may be necessary for the Purpose of laying down and maintaining the said Pipes as by this Act authorized.

For Protection of the Midland Company's Railways.

45. Any Pipe or other Work which may be laid under or across any Railway or Land of the *Midland* Railway Company shall be constructed and laid to the Satisfaction of the Engineer for the Time being of the *Midland* Railway Company, and it shall not be lawful for the Company in carrying into execution the Powers of this Act in any way whatever to alter the Levels of or injuriously to affect any such Railway or any of the Works from Time to Time connected therewith,

therewith, or to interfere with, prevent, or in anywise impede the free, uninterrupted, and safe Passage upon, over, and along any such Railway or any Part thereof.

The Company to pay all Damages sustained by the Midland Railway Company.

46. The Company shall from Time to Time be responsible for and make good to the *Midland* Railway Company all Costs, Losses, Damages, and Expenses from Time to Time occasioned to the *Midland* Railway Company or any of their Works or Property, or the Traffic thereon, or any Person or Persons using the same, or otherwise by reason of the Execution or Failure of any of the Works of or incidental to the Conduits by this Act authorized, or any Act or Omission of the Company or any of the Persons in their Employ, or their Contractors or others; and the Company shall effectually indemnify and hold harmless the *Midland* Railway Company from all Claims and Demands upon or against them by reason of any such Execution or Failure of any such Act or Omission; and all such Costs, Losses, Damages, and Expenses shall and may be sued for and recovered by Action at Law in any Court of competent Jurisdiction.

For the Protection of the Great Western and Brentford, Hammersmith and City, West London, and North-western Railways.

47. For the Protection of the Owners, Lessees, or Assigns of the following Railways the several Provisions following shall have Effect:

(A.) The Conduit or Pipes No. 1. described in this Act shall be made and maintained in the Roadway under the Arch of the *Great Western and Brentford* Railway, and also in the Roadway under the Arch of the *Hammersmith and City* Railway, respectively shown on the deposited Plans and Sections, at such a Depth and in such a Manner as not to injuriously interfere with the said respective Archways or Bridges, or the Foundations thereof, and, if required so to do by the principal Engineer for the Time being having the Superintendence and Management of the Works of the said Railways, or either of them, the Company shall underpin or otherwise strengthen any or either of those Archways or Bridges requiring to be underpinned or strengthened in consequence of any of the Works of the Company, or the breaking down or Failure thereof, and if the Company fail so to do within Twenty-four Hours after receiving Notice in Writing from the said Engineer for that Purpose, then the Owners or Lessees of the said Railway, their Officers and Servants, may underpin and strengthen the same at the Expense of the Company:

(B.) The said Conduit or Pipes shall also be made and maintained in the Roadway carried over the *West London* Railway by the Bridge shown on the deposited Plans and Sections, but in making or maintaining the said Conduit or Pipes the Company

Company shall not, except and so far only as shall be required or permitted by the Plans, Sections, and Specifications approved as herein-after provided, cut into or interfere with any of the Brickwork, or the Superstructure or other Works of the Bridge:

(c.) Those Works respectively; as also the crossing of the *London and North-western* Railway by the said Conduit or Pipes, shall be made and maintained of such Dimensions, in such Lines, at such Heights or Depths, on such Levels, and in such Manner, as not in any Degree to obstruct or prejudicially interfere with any Part of the *Great Western and Brentford* Railway, the *Hammersmith and City* Railway, the *West London* Railway, and the *London and North-western* Railway, or any of them, or any of the Works or Conveniences thereof, or the passing thereover or along of Engines, Waggons, and Carriages, or the carrying on of the Traffic on such respective Railways:

(d.) In order thereto the Company from Time to Time shall submit to the principal Engineer of each of those Railways proper and sufficient Descriptions, Plans, Sections, and Specifications (such Specifications besides all usual Particulars to comprise Particulars of Dimensions, Materials, and Quality) of such Parts of each of those Works respectively as are to be made within Thirty-five Feet of any of the said Railways, or of the Lands belonging to the Companies owning those Railways, for his Consideration and reasonable Approval thereof; and if in any Case he does not within One Month 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 Engineer of the Company, on Application made to him for that Purpose by such Engineer of the Company, or if the Company object to any Modification thereof required by him, then they may submit the same to a competent and impartial Civil Engineer appointed on the Application of the Company, or the Company whose Works, Lands, or Property are interfered with, or their Lessees or Assigns, by the Board of Trade, for his Consideration and reasonable Approval thereof, his Approval to be in like Manner testified by his Signature; and the Company shall not begin the Execution of any of the Works so shown on the respective Plans unless and until the same with the Sections and Specifications thereof are so approved, such Approval by the Engineer appointed by the

the Board of Trade to be in all things at the Expense of the Company:

(E.) Those Works respectively, so far as they directly or indirectly affect any Part of the Railways before referred to, or the Works and Conveniences connected therewith, or the said Lands, shall be made and maintained of the best possible Construction and Materials by and at the Expense of the Company (except as hereafter mentioned), in accordance with the Plans, Sections, and Specifications so approved, and under the Superintendence and to the Satisfaction of the principal Engineer of the Railway so interfered with, or under or over which the Works are to be made, who from Time to Time may at the Expense of the Company appoint and employ such necessary Inspectors and Watchmen to superintend the Execution of the Works, and to secure the Safety of the Railway and the Non-interruption of the Traffic thereon, as he may reasonably think proper:

(F.) The Company or Companies owning the Railway, or their Lessees or Assigns, over or under which the Works are to be made, may, if they think fit, and 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 Feet from any Part of their Railways, Works, Conveniences, and Lands, in accordance with the Plans, Sections, and Specifications approved as aforesaid, but such Company or Companies so owning or their Lessees or Assigns may in case of Emergency (of which Emergency they shall be the sole Judges), without any previous Notice, execute all or any such Works:

(G.) The Company shall not, without the Consent of the Company or Companies owning the said *Great Western and Brentford* Railway, the *Hammersmith and City* Railway, the *West London* Railway, and the *London and North-western* Railway, or any of them, or their Lessees or Assigns, testified by Writing signed by the Secretary of the respective Company or Companies, 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 any of the said Companies, 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 Railway Company's Works and Conveniences, or the passing of Engines, Waggons, and Carriages over or along the Railway, or the carrying on of the Railway Company's Traffic.

Saving Rights of London and North-western, Great Western, and Brentford, and other Railway Companies.

48. 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, and Privileges of the Owners, Lessees, or Assigns of the *Great Western and Brentford*, the *Hammersmith and City*, the *West London*, and *London and North-western* Railways, or any of them.

Not to acquire Lands of the Grand Junction Canal Company, and to execute Works according to approved Plans.

49. The Company shall not for the Purposes by this Act authorized acquire any Ownership of or in any Land or Property of the Company of Proprietors of the *Grand Junction* Canal (herein-after called the Canal Company), but the Company may acquire only an Easement or Right for making, maintaining, and using the Works by this Act authorized over the Canal; and the Company shall not enter upon or interfere with any Lands or Works of the Canal Company, or execute any Work whatsoever over or affecting the same, until there shall have been delivered to that Company by the Company Plans, Drawings, and Specifications of the Works intended to be executed over or affecting such Lands and Works (which Plans, Drawings, and Specifications shall describe the Manner of executing the intended Works and the Materials to be used for the Purpose), nor until those Plans, Drawings, and Specifications have been examined and approved in Writing under his Hand by the principal Engineer of the Canal Company, or in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered to that Company, until the same have been examined and approved by an Engineer to be appointed by the Board of Trade on the Application of either Party, and the same Works shall be executed by the Company at their sole Expense, and shall be subsequently maintained by the Company at the like Expense in good, substantial, and Water-tight Condition and Repair, to the reasonable Satisfaction of the principal Engineer of the Canal Company.

Company to repair any Damage to Grand Junction Canal and in case of Failure the Canal, Company to be at liberty to do so at the Company's Expense.

50. In case during the Progress of any of the Works any Damage shall be occasioned to the *Grand Junction* Canal or Towing-path, or the Works thereof respectively, the Company shall, under such Superintendence and to such Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage, and if any of the before-mentioned Works shall be imperfectly constructed, or if at any Time or Times thereafter the Works or any Part thereof shall be out of repair, and by reason thereof any Obstruction of the Navigation of the *Grand Junction* Canal shall occur, and Notice thereof in Writing shall be given by any Agent of the Canal Company to the Company or their Secretary, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction or repair such Works,

Works, or remove such Obstruction, as the Case may be, to such Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the Canal Company from Time to Time to make good such Construction, to perform such Repairs, or to remove such Obstruction, as the Case may require; and the Company shall from Time to Time pay to the Canal Company within Fourteen Days after Demand all Costs and Expenses which may be incurred by them in and about such Superintendence, Construction, Repairs, and Works as aforesaid.

Saving Rights of the Grand Junction Canal Company.

51. Except as by this Act is expressly provided, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Canal Company.

For Protection of North London Railway and Tottenham and Hampstead Junction Railway.

52. All Works to be constructed under the Powers of this Act beneath or in any way affecting the *North London* Railway or the *Tottenham and Hampstead Junction* Railway, as well as all Alterations and Repairs thereof respectively, shall be made so as not to cause any Injury or Damage to or Interference with the respective Railway or the Works thereof or the Passage of Traffic thereon.

For Protection of Great Northern Railway.

53. The Company shall not for the Purposes by this Act authorized enter upon or interfere with any Works of the *Great Northern* Railway Company, or execute any Work whatsoever under or affecting the same, until there shall have been delivered to that Company by the Company Plans, Drawings, and Specifications of the Works intended to be executed under or affecting such Works (which Plans, Drawings, and Specifications shall describe the Manner of executing the intended Works, and the Materials to be used for the Purpose), nor until those Plans, Drawings, and Specifications have been examined and approved in Writing under his Hand by the principal Engineer of the *Great Northern* Railway Company, or in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered to that Company, until the same have been examined and approved by an Engineer to be appointed by the Board of Trade on the Application of either Party; and the same Works shall be executed by the Company at their sole Expense, and shall be subsequently maintained by the Company at the like Expense in good, substantial, and Water-tight Condition and Repair to the reasonable Satisfaction of the principal Engineer of the *Great Northern* Railway Company.

In case of Injury to those Railways, Company to make Compensation.

54. If by reason of any of the Works of the Company, or the Failure of any such Works, the *North London* Railway, or the *Tottenham and Hampstead Junction* Railway, or the *Great Northern* Railway,

way, or any of the Works of those Railways respectively, shall be injured or damaged, such Injury or Damage shall be forthwith made good by the Company at their own Expense, or in the event of their failing to do so, then the *North London* Railway Company, or the *Tottenham and Hampstead Junction* Railway Company, or the *Great Northern* Railway Company, as the Case may be, may make good the same and recover the Expense thereof with full Costs against the Company in any Court of competent Jurisdiction; and if any Interruption shall be occasioned to the Traffic of either of those Railway Companies by reason of any of the Works or Proceedings or Failure of the Works of the Company, the Company shall on Demand pay to the *North London* Railway Company, or the *Tottenham and Hampstead Junction* Railway Company, or the *Great Northern* Railway Company, as the Case may be, all Costs and Expenses to which they may be put, as well as full Compensation for the Loss and Inconvenience sustained by them by reason of any such Interruption, such Costs and Expenses and Compensation to be recovered with full Costs as aforesaid.

Saving Rights of those Companies.

55. Except as by this Act expressly provided, nothing in this Act shall extend to prejudice, diminish, alter, or in any way affect any of the Rights, Privileges, Powers, or Authorities vested in the *North London* Railway Company, or the *Tottenham and Hampstead Junction* Railway Company, or the *Great Northern* Railway Company.

As to Execution of Works over the Railways of the Metropolitan and the Metropolitan and St. John's Wood Railway Companies.

56. Where the Conduit or Pipes (No. 1.) will under the Powers of this Act cross the respective Railways of the *Metropolitan* Railway Company and of the *Metropolitan and Saint John's Wood* Railway Company (herein-after called the Railway Companies), or be carried over the Structures of the said respective Railways, the said Conduit or Pipes shall be laid according to Plans to be approved in Writing by and executed at the Expense of the Company, under the Superintendence and to the reasonable Satisfaction in all respects of the chief Engineer for the Time being of the Railway affected, and such Conduit or Pipes and the Works connected therewith shall be so laid and executed respectively by such Means and in such Manner as (except and so far only as may be permitted by the approved Plans) not to cut into or otherwise interfere with the Brickwork or the Superstructure or other Works of either of the said Railways, and so as not to interfere with the free, uninterrupted, and safe User of the Railway and the working of the Traffic thereon, and there shall be One or more Stopcocks or other Apparatus attached to the said Conduit or Pipes at such Places thereon as shall be agreed on between the said respective chief Engineers and the Company, or as failing Agreement shall be decided by an Engineer to be appointed by the Board of Trade, as herein-after provided, in order to protect the

the Undertakings and Property of the respective Railway Companies from Injury, in the event of Defect in or Accident to the said Conduit or Pipes. If either of the said chief Engineers fail to approve the said Plans for One Calendar Month after the same have been delivered to the Railway Company affected, the Company or the said Railway Company may submit the same for the Approval of an Engineer to be appointed by the Board of Trade on the Application of either Company, and in that event the Works shall be executed only in accordance with the Plans approved by that Engineer, and under the Superintendence and to the reasonable Satisfaction aforesaid.

If further Works required.

57. If it shall at any Time appear to the chief Engineer of either of the Railway Companies that any further Works or Appliances other than those in the last preceding Section mentioned are required, in order to prevent Injury happening to the Railway of which he is Engineer by reason of the Conduit or Pipes being carried over or near the same, or by reason of any of the Works of the Company, or of their Failure or Insufficiency, the Company (subject as is herein-after provided) shall at their own Expense, on being thereunto required in Writing under the Hand of the Secretary for the Time being of the Company owning the Railway, make and execute such further Works: Provided that in case any Difference should arise between the Railway Companies, or either of them, and the Company as to the Necessity for or as to the Extent or Mode of Execution of the further Works or Conveniences so required, or as to the Liability of the Company to execute the same or any Part thereof, or otherwise in relation thereto, such Difference shall from Time to Time be referred to and decided by an Engineer to be appointed by the Board of Trade, as provided by the last preceding Section for the Settlement of Differences.

Maintenance of Works.

58. The Company shall at all Times at their Expense maintain the said Conduit or Pipes and also any such further Works in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer in Chief of the Railway affected; and if and whenever the Company fail to do so the Company owning the Railway may make or do all such Works and Things as may be requisite in that Behalf, and the Amount of their reasonable Expenditure in that Behalf shall be repaid to them by the Company, and in default of Repayment the Amount may be recovered with full Costs from the Company in any Court of competent Jurisdiction.

Indemnity to Railway Companies.

59. The Company shall at all Times save harmless and keep indemnified the Railway Companies from and against all Claims, Loss, Liabilities, Costs, and Expenses which they respectively may sustain

sustain or be put unto by reason or in consequence of the Execution of any of the Works by this Act authorized; and if, by or by reason of the Mode of Construction or of the bad State of Repair of any such Works, or any Act or Omission of the Company or of any of their Agents or Servants, it shall happen that the Railways or either of them shall be injured, the Company will immediately thereupon at their own Expense in all Things make good all such Injury, according to Plans to be approved as aforesaid, and if in any of the Events or from any of the Causes last mentioned the free Use of such Railways, or either of them, shall be impeded or obstructed, the Company shall pay to the Railway Company owning such Railway as or by way of ascertained Damages the Sum of Twenty Pounds for every Hour during which any such Impediment or Obstruction shall continue, and in default of Payment of any such Sum, or any such Losses, Liabilities, Costs, or Expenses, on Demand made on the Company, the Company owning the Railway may recover the same with full Costs in any Court of competent Jurisdiction.

Not to take Lands of the Railway Companies without Consent.

60. The Company shall not, without in every Case the previous Consent of the Company owning the Railway, in Writing under their Common Seal, acquire any Ownership of or with respect to any of the Lands from Time to Time belonging to or in the Possession or under the Power of the Railway Companies respectively, but so far as shall be necessary for the Purposes of the Works by this Act authorized the Company may acquire an Easement or Right of using the said Lands.

Saving Rights and protecting Works of the Regent's Canal Company.

61. Except as by this Act is expressly provided, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Company of Proprietors of the *Regent's* Canal (herein-after called "the Canal Company"), and the Company shall not, without the Consent in Writing of the Canal Company under their Common Seal first had and obtained, take, use, or in any Manner interfere with any Part of the *Regent's* Canal, or of the Towing-paths, Locks, Lay-byes, Tunnels, Wharfs, Bridges, or Works connected therewith, or any Land belonging to the Canal Company, or in which the Canal Company is interested, save that the Company may, nevertheless, without such Consent lay their Conduits or Pipes over any Tunnel of the Canal at a Level above and clear of the Masonry of such Tunnel, or over any Bridge by which any public Road is carried over the Canal at a Level above and clear of the Intrados or Underside of the Arch of such Bridge, the Works necessary for the same being executed by the Company according to Plans and Specifications to be submitted to and previously approved by the Engineer for the Time being of the Canal Company, or (in the event of his failing to approve the same for One Calendar Month after

after the Plans and Specifications have been delivered to him) according to Plans and Specifications approved by an Engineer to be appointed by the Board of Trade, on the Application of either Company; and the same Works shall be commenced, carried on, completed, and for ever thereafter maintained in good, substantial, and Water-tight Condition and Repair by the Company, under the Superintendence and to the Satisfaction of the Engineer for the Time being of the Canal Company: And in case during the Progress of any of the Works any Damage shall be occasioned to the *Regent's* Canal or Towing-path, or the Works thereof respectively, the Company shall, under such Superintendence and to such Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if any of the before-mentioned Works shall be imperfectly constructed, or if at any Time or Times thereafter the Works or any Part thereof shall be out of repair, and by reason thereof any Obstruction of the Navigation of the *Regent's* Canal shall occur, and Notice thereof in Writing shall be given or left at the principal Office of the Company by any Agent of the Canal Company to or for the Company or their Secretary, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith, if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction or repair such Works, or remove such Obstruction, as the Case may be, under such Superintendence and to such Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the Canal Company from Time to Time to make good such Construction, to perform such Repairs, or to remove such Obstruction, as the Case may require; and the Company shall from Time to Time pay to the Canal Company, within Fourteen Days after Demand, all Costs and Expenses which may be incurred by them in and about such Superintendence, Construction, Repairs, and Works as aforesaid.

For Protection of London and South-western Railway.

62. For the Protection of the *London and South-western* Railway Company (in this Section called the *South-western* Company) the several Provisions of this Section shall have full Effect with reference to the proposed Conduit No. 1.

(A.) Where that Conduit is intended to cross the Line of the *South-western* Company's *Thames Valley* Railway, it shall be made and maintained, at the Option of the *South-western* Company, either in the public Roadway leading from *Sunbury* to *Hanworth*, which is carried by a Bridge over that Railway near to and to the Westward of the *Sunbury* Station thereon, or in a substantial Culvert to be made and maintained

maintained for the Purpose by the Company under the Line of that Railway immediately to the Westward of that Bridge:

(B.) Where it is intended to cross the Line of the *South-western* Company's *Windsor, Staines, and South-western* Railway near the *Hounslow* Drilling Ground, it shall be made and maintained in the public Roadway leading from *Hounslow* to *Hanworth*, which is carried over the last-mentioned Railway by a Bridge constructed for the Purpose by the *South-western* Company, or shall be carried over that Railway by a Bridge to be made and maintained for the Purpose by the Company, and which in respect of Span and Headway over the Railway, shall be of the same Dimensions as or of not less Dimensions than the Bridge constructed by the Railway Company for the Purpose of the last-mentioned public Roadway, and shall be in immediate Contiguity thereto, and on the Western Side thereof; and if at any Time hereafter the existing Railway Bridge shall be widened or altered by the *South-western* Company for or with reference to any Alteration, Widening, or Improvement of their Railway there, then the Bridge so constructed by the Company shall be at their Expense altered so that the same shall, in respect of Span and Headway, be of the same Dimensions as or of not less Dimensions than the *South-western* Company's so altered Bridge:

(C.) Where it is intended to cross the Line of the *South-western* Company's *Windsor, Staines, and South-western* (Loop Line) Railway near the *Isleworth* Station thereon, it shall be made and maintained in the Roadway leading from *London* to *Hounslow* under the Bridge which carries that Railway over that Road there:

(D.) Where it is intended to cross the respective Lines of the *South-western* Company's *Windsor, Staines, and South-western* (Loop Line) Railway, and of their *Kew* Curve Railway near the Junction of those Railways at the *Kew* Bridge Station, it shall be made and maintained in the public Roadway leading from *London* to *Brentford*, which is carried over both those Railways by Bridges constructed for the Purpose by the *South-western* Company, or shall be carried over those Railways by a Bridge or Bridges to be made and maintained for the Purpose by the Company, and which in respect of Span and Headway over the Railway shall be of the same Dimensions as or of not less Dimensions than the Span and Headway of the Bridges constructed by the Railway Company for the Purposes of the last-mentioned public Roadway, and shall be in immediate Contiguity thereto, and on

on the South Side thereof, and if at any Time hereafter the existing Railway Bridges or either of them shall be widened or altered by the *South-western* Company, for or with reference to any Alteration, Widening, or Improvement of their Railways there, or either of them, then the Bridge or Bridges so constructed by the Company shall be at their Expense altered so that the same in respect of Span and Headway be of the same Dimensions as or of not less Dimensions than the *South-western* Company's so altered Bridges or Bridge.

(E.) Where it is intended to cross the Line of the *South-western* Company's *Kensington and Richmond* Railway near the Junction therewith of the same Company's *Acton Junction* Railway, it shall be made and maintained in the Roadway leading from *London* to *Brentford*, which is carried over the *South-western* Company's *Kensington and Richmond* Railways there by a Bridge constructed for the Purpose by the *South-western* Company, or shall be carried over that Railway by a Bridge to be made and maintained for the Purpose by the Company, and which last-mentioned Bridge in respect of Span and Headway over the Railway shall be of the same Dimensions as or of not less Dimensions than the Bridge constructed by the Railway Company for the Purposes of the last-mentioned public Roadway, and shall be in immediate Contiguity thereto, and on the Northern or the Southern Side of that Bridge, in the Option of the Railway Company; and if at any Time hereafter the existing Railway Bridge shall be widened or altered by the *South-western* Company for or with reference to any Alteration, Widening, or Improvement of their Railway there, then the Bridge so constructed by the Company shall be at their Expense altered so that the same shall in respect of Span and Headway be of the same Dimensions as or of not less Dimensions than the *South-western* Company's so altered Bridge:

(F.) Where it is intended to cross the Line of the *South-western* Company's *Kensington and Richmond* Railway at the *New Road, Hammersmith*, it shall be made and maintained in the public Roadway numbered on the deposited Plans 3. in the Parish of *Saint Peter and Saint Paul Hammersmith*, under the Bridge which carries that Railway over that Roadway:

(G.) All those Works (both original and altered) 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 *South-western* Company's

Railways, 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 Railways, Works, or Conveniences, or any of them:

(H.) 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, Sections, and Specification of such Parts of the Company's respective Works as are to be made within Thirty-five Yards of the *South-western* Company's Railways, Works, or Lands, 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 One Month 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 they 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 Board of Trade, for his Consideration and reasonable Approval thereof, his Approval to be in like Manner attested by his Signature; and the Company shall not begin the Execution of any of the Works so shown on the respective Plan unless and until the same with the respective Sections and Specification thereof are so approved:

(I.) 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 Railways, Works, Conveniences, and Lands:

(J.) If the *South-western* Company at any Time and from Time to Time after the Completion of the Works of the Company at the respective Points mentioned in this Section see fit to widen or otherwise alter or improve any of their Railways, Works, and Conveniences, the Company shall forthwith, after being required so to do by the *South-western* Company in Writing, make all such Alterations of their Works at and near the respective Point as shall be from Time to Time sufficient and proper for enabling the *South-western* Company to effect the respective Widening, Alteration,

tion, or Improvement, and if the Company do not upon such Requirement proceed with such Alterations of their Works in such Manner as fully to facilitate and so as not in any Manner to impede the respective Widening, Alteration, or Improvement of the Railways, or their Works and Conveniences, the *South-western* Company may at the Expense of the Company proceed with and complete the necessary and proper Alterations of the Company's Works; and if by reason of the Works of the Company, or of any Omission or Act of the Company with reference thereto, the Expense of any such Widening, Alteration, or Improvement of the Railways and their Works and Conveniences shall be increased, the Company shall repay the Excess to the *South-western* Company:

(K.) All the Works from Time to Time of the Company, so far as they respectively directly or indirectly affect any Part of the *South-western* Company's Railways, Works, and Conveniences, shall be made and maintained by and at the Expense of the Company in accordance with the Plans, Sections, and Specifications so approved, and under the Superintendence and to the Satisfaction of the *South-western* Company's principal 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 all such Acts and Works with the Object of preventing Damage to their Railways 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 Repair of the Works of the Company, and from Time to Time may, at the Expense of the Company, appoint and employ such Inspectors and Watchmen to 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 Noninterruption of the *South-western* Company's Railways, Works, and Conveniences, as they think proper:

(L.) The Company shall from Time to Time fully compensate the *South-western* Railway Company in respect of all Damage and Loss occasioned by reason of the Construction and Maintenance or of the Failure or Want of Stability or Repair of the Works by this Act authorized, or any of them, by Interruption of or Interference with their Railways, Works, and Conveniences, or any of them, or the Traffic on those Railways or any of them, and the Company shall from Time

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:

(M.) 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 *South-western* Company's Railways, Works, and Conveniences.

Saving Rights of London and South-western Railway Company.

63. 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, and Privileges of the *London and South-western* Railway Company.

For Protection of Middlesex County Bridges.

64. The Company shall not acquire any Ownership of or in the Bridge numbered on the deposited Plans 7a. in the Parish of *Twickenham*, or in the Bridge numbered on the deposited Plan 6. in the Parish of *Isleworth* and 1. in the Township of *New Brentford*, or in either of the said Bridges, or of or in any other Bridge for the Time being the Property or under the Control of the Justices of the Peace for the County of *Middlesex*, but the Company may acquire an Easement for making, maintaining, and using the Works by this Act authorized; nor shall the Company execute or commence any Work or Works upon, under, or affecting the said Bridges or either of them, or any such other Bridge as aforesaid, or the Approaches thereto, unless and until they shall have first delivered to the Surveyor appointed by the Justices of the Peace for the County of *Middlesex* for the Time being having Charge of the Bridge, Plans, Drawings, and Specifications of the Works intended to be executed upon, under, or affecting the same or the Approaches thereto, nor until the same Plans, Drawings, and Specifications shall have been examined and approved of by the said Surveyor by Writing under his Hand: Provided always, that if the said Surveyor shall fail to approve of the Plans, Drawings, and Specifications for One Calendar Month after the same have been delivered

to

to him, then the Company shall not execute nor commence any such Works as aforesaid unless and until Plans, Drawings, and Specifications thereof shall have been examined and approved by an Engineer to be appointed by the Board of Trade, on the Application of the Company or the said Justices or the said Surveyor, and the Company shall execute all such Works aforesaid at their sole Expense, and shall at the like Expense subsequently maintain the same in good, substantial, and Water-tight Condition and Repair under the Superintendence and to the reasonable Satisfaction of the said Surveyor, and the Company shall within Fourteen Days after Demand pay to the said Justices all Costs and Expenses incurred by them by reason or in consequence of the Execution or of the Failure of any of the Works of the Company under this Act, or of the Nonperformance by the Company of any of their Obligations under this Section: Provided also, that nothing in this Act contained shall be held to create or imply any Obligation upon the said Justices to maintain or to keep the said Bridges or either of them, or any such other Bridge as aforesaid, or the Approaches thereto, in repair, nor to render the said Justices in any way responsible or liable to the Company for or in respect of any Damage or Injury which may result to their Works or any of them by reason of any Want of Repair to the said Bridges or either of them, or to any such other Bridge as aforesaid, or to the Approaches thereto, or by reason of the Failure or Neglect on the Part of the said Justices to maintain the same Bridges or Approaches, or any or either of them,

For Protection of Sewers of Metropolitan and other Boards.

65. Where any of the Works under this Act are to pass over, under, or by the Side of or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act supplemental thereto, or with any Sewers or Works to be executed by the respective Boards or Vestry, or so as in any way to affect the Sewerage or Drainage of the District under their respective Control, the Company shall not commence the Work until they give to the respective Board or Vestry Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving the Notice at the principal Office of the Board or Vestry, with a Plan and Section showing the Course and Inclination thereof and the necessary Particulars relating thereto, and until the Board or Vestry signify their Approval thereof, unless the Board or Vestry do not signify their Approval, Disapproval, or other Directions within Fourteen Days after the Service of the Plans, Sections, and Particulars, and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the Boards and Vestries respectively in

the Execution of the Works, and shall provide by new, altered, or substituted Works in such Manner as the Boards and Vestries respectively deem necessary for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works by or by reason of any Works under this Act, and shall save harmless the Boards and Vestries respectively against all Expense occasioned thereby, and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer of the respective Board or Vestry at the Expense in all respects of the Company; and all Expenses which the respective Board or Vestry are put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the Board or Vestry by the Company on Demand, and when any new, altered, or substituted Works, or any Works or Defence connected therewith, are under this Act completed by or at the Expense of the Company, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the respective Board or Vestry as any Sewers or Works now are or hereafter may be; and nothing in this Act shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the respective Board or Vestry, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act were not passed.

As to providing Appeals to Arbitration.

66. If the said Metropolitan Board of Works or any Board or Vestry and the Company shall differ upon or with reference to any Plans, Elevations, Sections, or other Particulars which under the Provisions of this Act are to be delivered by the Company to the said Metropolitan Board or to the Board or Vestry, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, or Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the Company or of the Metropolitan Board of Works, or of the Board or Vestry, as the Case may be, be referred to an Arbitrator to be named by the Board of Trade 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.

Damage to Works by Flood to be made good immediately.

67. If at any Time any of the Works by this Act authorized 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.

68. The

Directions for laying Pipes under Roads.

68. The Company shall not make any Conduit or other Works in any Part of any public Road vested in or under the Jurisdiction of any Commissioners, Vestry, or District Board, or of the Footpaths adjoining thereto, other than in such Line and Direction as is pointed out by the respective Commissioners, Vestry, or District Board, or their Surveyor, and where the Level of the Surface of the Roads is interfered with a greater Inclination than One Foot in Sixty Feet shall not be made.

Payment for Damage done to Roads.

69. The Company shall pay on Demand to the respective Commissioners, Vestry or District Board, such a Sum of Money not exceeding One Shilling and Sixpence for every Superficial Yard of every Road where the same is at the Time of its Removal or Disturbance by the Company formed or metalled with Granite, and of One Shilling for every Superficial Yard of every Road where the same is at the Time of its Removal or Disturbance formed or metalled with Material other than Granite, removed or disturbed by reason or in consequence of the Works of the Company (and over and above all Costs of remaking or relaying the Roads, and of Repairs and Alterations incurred by the Commissioners, Vestry, or District Board), as the Commissioners, Vestry or District Board, deem proper to be paid for continued Labour and Supply of Material necessary for restoring effectually the Roads, and in default of Payment for Twenty-one Days after Demand the same may be recovered by the respective Commissioners, Vestry or District Board, from the Company with full Costs of Suit in any Court of competent Jurisdiction.

Precautions during Works on Roads.

70. The Company shall at their own Expense do all such things in the way of watching, lighting, and fencing, and all such other precautionary Measures, during the Progress of laying down or making any Works by this Act authorized, or of executing under this Act any other Works connected with those 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 Commissioners, Vestry and District Board, or their Surveyor, 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.

Traffic not to be stopped during Works on Roads.

71. The Company shall not at any Time during the Progress of laying down or making any Works by this Act authorized, or of executing under this Act any other Works connected with those Roads, shut up or in any way impede the public Traffic along more than One Half the Width of any of the Roads at any one and the same Time, and if the Half of the Road left open be not wide enough to allow Two Carriages to pass each other, then and in such Case not

more

more than Fifty Yards in Length of the other Half of the Road shall be occupied by the Company's Works at the same Time, unless by special Permission of the Commissioners, Vestry or District Board, or their Surveyor.

All Works connected with Roads to be under Superintendence of Surveyor.

72. Any Works connected with those 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 Commissioners, Vestry or District Board, 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 remaking 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.

Extending certain Sects. of 57 G. 3. c. 29. to this Act.

73. Sections 12. and 15. of the Act 57 *George* III., Chapter 29., being *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein*, shall extend and apply to the Company and to the Works by this Act authorized to be constructed to the same Extent as those Sections now apply to any other Company incorporated by Act of Parliament for supplying Water to the Metropolis.

Local Rates to be made good in the Parish of St. Pancras.

74. If the Company during the Construction of the Works under this Act acquire any Lands, Houses, Buildings, or other Property assessed or liable to be assessed to any parochial or other general or special Rate in the Parish of *Saint Pancras*, they shall during the Construction of those Works make good any Deficiency in the Assessment for such Rates by reason of such Lands, Houses, Buildings, or Property being taken or used by the Company, and the Deficiency shall be computed according to the Rental at which such Lands, Houses, Buildings, and Property respectively were assessed in a Rate made on the Fifth Day of *October* One thousand eight hundred and sixty-six.

Company to make good Damage to those Roads.

75. If in making any of the Works the Company do or cause any Injury or Damage to those Roads, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with the Roads, and do not forthwith proceed to repair and make good the Injury or Damage to the Satisfaction of the Surveyor, or if by reason of the making of any of the Works by this Act authorized any Alteration of the Roads or of the Drains, Sewers, Cesspools, or Water Channels connected therewith be in the Judgment of the Surveyor

Surveyor rendered necessary, then and in any such Case the Surveyor may cause all such Repairs and Alterations to be made as he in his Discretion thinks fit; and all the Expenses of the Repairs and Alterations shall be paid on Demand by the Company, or in default of Payment for Twenty-one Days after Demand may be recovered by the respective Commissioners, Vestry or District Board, from the Company with full Costs of Suit in any Court of competent Jurisdiction.

As to Interference with Roads in Sunbury Parish.

76. During the Progress of laying down or making any Works by this Act authorized, or of executing under this Act any other Works connected with the public Roads or Streets in the Parish of *Sunbury* in the County of *Middlesex*, where any such Road or Street shall exclusive of any Footpath be of no greater Width than Eighteen Feet, the Company shall not at any One Time occupy by their Works more than Fifty Yards in Length of the Surface of such Road, and before they shall commence so to occupy any such Portion of Road the Company shall give to the Occupiers of any Land or Houses lying on either Side of such Portion of such Road or Street not less than Seven clear Days Notice of their Intention to occupy the same, and every such Portion of the said Road so occupied by the said Works shall be closed in and the Surface effectually restored and made good within Fourteen Days from the Day of the Date of the Commencement of the Company's Works in or upon such Portion of Road; and if at the Expiration of the said Fourteen Days the Company shall not have restored and made good such Portion of Road, the Company shall forfeit and pay the Sum of Five Pounds for every Day beyond the said Period of Fourteen Days which shall elapse before the said Portion of Road shall be so effectually restored and made good, and such Penalty shall be paid to the Surveyor or Surveyors of the Roads of the said Parish of *Sunbury* for the Time being, and shall be by them applied towards the Repair and Maintenance of the said Roads, and the Amount of the said Penalties shall be recoverable from the Company as any Penalty is recoverable under "The Companies Clauses Consolidation Act, 1845."

Damage to Roads, &c. in Sunbury to be made good.

77. If in making any of the Works by this Act authorized the Company do or cause any Injury to the said Roads in the Parish of *Sunbury*, or to any Drain, Sewer, Cesspool, Water Channel, or other Convenience existing in, under, or alongside of the said Roads, and do not forthwith proceed to repair and make good the Damage or Injury to the reasonable Satisfaction of the Surveyer or Surveyors of the Highways of the said Parish, then and in such Case the said Surveyor or Surveyors, after not less than Seven clear Days Notice to the Company requiring them to repair and make good the Injury, may cause all such Repairs to be made and done as shall be requisite, and

all the Expenses of those Repairs shall be paid on Demand by the Company, or in default of Payment for Twenty-one Days after Demand may be recovered by the said Surveyor or Surveyors from the Company with full Costs of Suit in any Court of competent Jurisdiction.

Company to give Notice before interfering with Mains, &c. of Water or Gas Companies.

78. 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.

Company not to interfere prejudicially with Mains, &c. of West Middlesex Waterworks Company.

79. The Company shall not, without in every Case the previous Consent of the *West Middlesex* Waterworks Company and the *Grand Junction* Waterworks Company respectively, execute any Works which would render it necessary in any way to alter, displace, or otherwise interfere with any of the Mains or Pipes or other Works of those Companies respectively, where the Alteration, Displacement, or other Interference would prevent, hinder, or prejudicially affect their Supply of Water by means of those Mains, Pipes, or Works respectively.

As to Compensation for Damage to Grand Junction Waterworks.

80. The Company shall from Time to Time fully compensate the *Grand Junction* Waterworks Company in respect of all Damage and Loss occasioned to them in the Construction and Maintenance or by reason of the Failure or Want of Stability or Repair of the Works by this Act authorized or any of them.

Saving Rights of West Middlesex Waterworks Company.

81. 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 Privileges of the *West Middlesex* Waterworks Company or of the *Grand Junction* Waterworks Company.

Works for Water or Gas Company to be executed by their Engineer at Expense of Company.

82. 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

83. 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

Company may execute necessary Works.

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 for Damage arising from Alterations of Mains or Pipes.

84. 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.

Act not to authorize Company to supply Water beyond present Limits and Powers.

85. Nothing in this Act shall extend to authorize the Company to supply Water in any Place or District which they were not before the passing thereof authorized to supply, or to supply Water to any Company, Corporation, or Body whom they were not then authorized to supply.

Saving Rights of Secretary of State for the War Department.

86. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty and under the Charge of Her Majesty's Principal Secretary of State for the War Department should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the said Company.

Saving Rights of Crown.

87. Nothing in this Act shall authorize the Company to take, use, or in any Manner interfere with any Land or Hereditament, or any Right of whatsoever Description, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty (which Consent the Commissioners or One of them may give), nor shall anything in this Act take

take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by Her Majesty, Her Heirs or Successors.

Saving Rights of Conservators of River Thames.

88. 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 Company.

89. 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, Power, or Authorities of the Company.

Company not exempt from Provisions of 15 & 16 Vict. c. 84.

90. This Act, or anything therein, shall not exempt the Company or their Waterworks from the Provisions of "The Metropolis Water Act, 1852," or any General Act to be hereafter passed with respect to the Water Companies of the Metropolis.

Expenses of Act.

91. 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.

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