ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. clxvi.

An Act for enabling the *East London* Waterworks Company to improve their Supply of Water; and for other Purposes. [4th *August* 1853.]

WHEREAS the Acts of the Third and Fourth Years of *William* and *Mary*, Chapter Thirty-seven, and of the Twenty-first Year of *George* the Second, Chapter Eight, and of the Forty-seventh Year of *George* the Third, Session Two, Chapter Seventy-two, and of the Forty-eighth Year of *George* the Third, Chapter Eight, and of the Tenth Year of *George* the Fourth, Chapter One hundred and seventeen, and the "*East London* Waterworks Act (No. 1.), 1852," related more or less directly to the *East London* Waterworks Company (in this Act called the Company), and those Acts are in this Act called the Six repealed Acts: And whereas by the "*East London* Waterworks Act (No. 2.), 1852," (in this Act called "The *East London* Act,") the Six repealed Acts were repealed, except as to certain Provisions thereof in favour of particular Persons, which were thereby continued in force, and the Capital of the Company was fixed at the aggregate of the Sum of Six hundred and seventy-five thousand Pounds, and such further Sums as should from Time to Time be equal to the Amount of the Share Capital raised and expended under that Act, not exceeding Three hundred thousand Pounds, and which the Company were by that Act authorized to raise by new Shares, or partly by new Shares and partly by bor-

rowing on Mortgage of their Undertaking: And whereas that Share Capital of Six hundred and seventy-five thousand Pounds has been converted into general Stock of the Company: And whereas the Company have created Six thousand seven hundred and fifty Shares of Twenty-five Pounds each, Part of that Three hundred thousand Pounds, and the same have been in part paid up: And whereas the Company have not yet raised any other Part of that Three hundred thousand Pounds: And whereas by the *East London* Act the Company were authorized to make the Works therein specified, for the Purpose of enabling them to obtain a better Supply of Water: And whereas the Company are desirous and it is expedient that they be empowered to execute further Works for the Improvement of their Supply, and to extend the Limits of their Service: And whereas the Six repealed Acts and the *East London* Acts together are in this Act called the Seven *East London* Acts: And whereas the following Acts (some of them Local or Personal) relating to the River *Lee*, and the Navigation of that River, and the Trustees of that River, have been passed, to wit, the several Acts of the Thirteenth Year of *Elizabeth*, Chapter Eighteen, of the Twelfth Year of *George* the Second, Chapter Thirty-two, of the Seventh Year of *George* the Third, Chapter Fifty-one, of the Nineteenth Year of *George* the Third, Chapter Fifty-eight, of the Forty-fifth Year of *George* the Third, Chapter Sixty-nine, of the Third Year of *George* the Fourth, Chapter One hundred and nine, and the "*Lee* Navigation Improvement Act, 1850," and those Acts are in this Act called the River *Lee* Acts: And whereas the River *Lee* Acts or some of them contain divers Provisions relating to the Company: And whereas the River *Lee* Acts and the following Acts (some of them Local or Personal), relating more or less directly to the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London* (in this Act called the "*New River* Company"), have been passed, to wit, the several Acts of the Third Year of *James* the First, Chapter Eighteen, of the Fourth Year of *James* the First, Chapter Twelve, of the Eleventh Year of *George* the Second, Chapter Fourteen, and the "*New River* Company's Act, 1852," and the River *Lee* Acts, and those several other Acts are in this Act called "The *New River* Acts:" And whereas the *New River* Acts, or some of them, contain divers Provisions relating to the Company: And whereas it is expedient that some of the Powers and Provisions of the *East London* Act be amended; and, in order to avoid the Inconveniences arising from several Private Acts relating to the same Purposes being in force at the same Time, it is expedient that that Act be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas such several Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the

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 Titles.

I. That the following Acts and this Act respectively may for any Purpose be cited as follows; to wit,

The recited Act of the Forty-seventh Year of *George* the Third, Session Two, Chapter Seventy-two, as "The *East London* Waterworks Act, 1807;"

The recited Act of the Forty-eighth Year of *George* the Third, Chapter Eight, as "The *East London* Waterworks Act, 1808;"

The recited Act of the Tenth Year of *George* the Fourth, Chapter One hundred and seventeen, as "The *East London* Waterworks Act, 1829;"

"The *East London* Waterworks Act (No. 2.), 1852," by that Expression;

And this Act as "The *East London* Waterworks Act, 1853."

Commencement of Act.

II. That this Act shall commence and have Effect on and from the Fourth *Wednesday* next after the passing thereof.

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

III. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," except the Provisions "with respect to the Communication Pipes to be laid by the Undertakers" of that Act, and Sections Thirty-five and Thirty-six of that Act, are incorporated with this Act; and for the Purposes of this Act the Expression "the Undertaking," in the "Waterworks Clauses Act, 1847," means the Waterworks, and Works connected therewith, by this Act authorized to be constructed and maintained respectively; and the Expression "the Undertakers," in that Act, means the *East London* Company; and the Expression "the Waterworks," in that Act, means the Waterworks, and the Works connected therewith, by this Act authorized to be constructed and maintained respectively.

Same Meaning to Words, &c. in incorporated Acts and this Act.

IV. That the several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are respectively assigned, have in this Act the same respective Meanings.

Repeal of East London Act.

V. That from and after the Commencement of this Act, but subject to the Powers and Provisions of this Act, the *East London* Act is by this Act repealed.

VI. That,

East London Company to continue incorporated.

VI. That, notwithstanding the Repeal of the *East London* Act, the Company shall be and continue incorporated by the Name of the "*East London* Waterworks Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to make and maintain Waterworks, and to supply Water, and to purchase and hold Lands and other Property for the Purposes but subject to the Restrictions of this Act.

East London Company to remain entitled to their Property.

VII. That, notwithstanding the Repeal of the *East London* Act, the Company shall remain and be seised and possessed of and entitled to all the Waterworks, Aqueducts, Reservoirs, Mains, Pipes, Apparatus, and other Works and Conveniences, Lands, Buildings, Estates, Monies, Property, Effects, Claims, and Demands whatsoever, of or to which the Company by virtue of the *East London* Act or otherwise howsoever are immediately before the Commencement of this Act seised, possessed, or in any way entitled, at Law or in Equity, or otherwise howsoever, with the Appurtenances, as if this Act were not passed, and may, according to the Provisions of this Act, maintain such Waterworks, Aqueducts, Reservoirs, Mains, Pipes, Apparatus, and other Works and Conveniences.

East London Company to continue entitled to Powers, &c. under River Lee Acts and New River Acts and other Acts.

VIII. That, notwithstanding the Repeal of the *East London* Act, the several Clauses and Provisions whatsoever in favour of, relating to, or affecting the Company, whether therein named as the Company of Proprietors of the *East London* Waterworks, or the *East London* Waterworks Company, or otherwise, or the Directors, Officers, or Servants of the Company, contained in the River *Lee* Acts or any of those Acts, or the *New River* Acts or any of those Acts, or in any other Act or Acts besides the *East London* Act, and which immediately before the Commencement of this Act are in force, apply, on and from the Commencement of this Act, to the Company, and the Directors, Officers, and Servants of the Company, and shall continue and be in full Force accordingly; and the Company, and their Directors, Officers, and Servants, may and shall accordingly, and for the Purposes of this Act, be entitled to, and have, exercise, and enjoy, under or by virtue of those Clauses and Provisions respectively, all such Rights, Interests, Powers, Authorities, and Privileges whatsoever as, if this Act were not passed, the Company, and their Directors, Officers, and Servants, under or by virtue of the same, might be entitled to, or might have, exercise, or enjoy.

Conveyances to remain in force.

IX. That, notwithstanding the Repeal of the *East London* Act, all Purchases, Sales, Conveyances, Leases, Mortgages, Bonds, Contracts, Agreements, Securities, and other Acts and Things before the Commencement of this Act done, entered into, executed, or instituted

instituted under or by virtue of the Seven *East London* Acts, or any of those Acts, or with reference to the Purposes of those Acts respectively, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Company, as if this Act were not passed, and may be proceeded on and enforced accordingly.

Actions, &c. not to abate.

X. That, notwithstanding the Repeal of the *East London* Act, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or be prejudicially affected by this Act, but, on the contrary, the same shall continue and take effect, both in favour of and against the Company, in like Manner in all respects as the same would continue and take effect if this Act were not passed, and all the Offences against the Provisions of the Seven *East London* Acts or any of those Acts, committed before the Commencement of this Act, may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act were not passed.

Shareholders to pay Calls.

XI. That, notwithstanding the Repeal of the *East London* Act, the several Persons and Corporations who immediately before the Commencement of this Act are Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the Commencement of this Act is not paid, with all Interest due or to accrue due thereon, to the Company, and as the same shall be called up or otherwise demanded by the Company, according to the Provisions of this Act.

Water Rates due at Commencement of Act to be recovered by East London Company.

XII. That, notwithstanding the Repeal of the *East London* Act, all Water Rates which immediately before the Commencement of this Act are due and payable, or accruing or becoming due and payable to the Company, shall be payable to and may be collected and recovered by the Company, in like Manner as the Water Rates by this Act granted.

Debts due to and by Company to be paid to and by the Company.

XIII. That, notwithstanding the Repeal of the *East London* Act, all Persons who immediately before the Commencement of this Act owe any Sum of Money to the Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the Company; and all Debts and Money which immediately before the Commencement of this Act are due or owing by or recoverable from the Company, or for the Payment of which the Company are or but for this Act would be liable, shall be paid, with

with all Interest (if any) due or to accrue due thereon, by or be recoverable from the Company.

Books to be Evidence.

XIV. That, notwithstanding the Repeal of the *East London* Act, all Books, Entries, Certificates, Accounts, Documents, Vouchers, and Writings by the Seven *East London* Acts or any of them directed or authorized to be kept, and which if these Acts were not repealed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Directors to remain in Office.

XV. That, notwithstanding the Repeal of the *East London* Act, but subject to the Powers and Provisions of this Act, the several Persons who on the Commencement of this Act are the Directors of the Company shall remain in Office until they respectively cease according to the Provisions of this Act to be Directors.

Officers to continue.

XVI. That, notwithstanding the Repeal of the *East London* Act, every Officer and Servant appointed by virtue of or acting under the Authority of the Seven *East London* Acts or any of them shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever, as if he were appointed under this Act.

Capital.

XVII. That the Capital of the Company shall be the aggregate of the Sum of Six hundred and seventy-five thousand Pounds General Stock, and such further Sums as are from Time to Time equal to the Amount of the Share Capital raised respectively by those Six thousand seven hundred and fifty new Shares created under the *East London* Act and by any other Shares to be created under this Act, but not exceeding in the whole Nine hundred and seventy-five thousand Pounds.

Existing General Stock of Company.

XVIII. That such Six hundred and seventy-five thousand Pounds Capital shall be General Stock of the Company.

Holders in that existing Stock.

XIX. That every Person who immediately before the Commencement of this Act is entitled to any Portion of that General Stock, or to any of those Six thousand seven hundred and fifty new Shares created under the *East London* Act, shall on the Commencement of this Act, and subject to the Provisions thereof, be entitled to the same Portion or Amount of that Stock and to the same Number of those Shares.

XX. That

Such Stock to be subject to same Trusts, &c. as now existing Shares.

XX. That every Portion or Amount of Stock and Number of Shares shall vest in the Parties entitled thereto, subject to the same Trusts, Provisions, and Liabilities as those which immediately before the Commencement of this Act affect the like Portion or Amount in the Six hundred and seventy-five thousand Pounds Stock which the same represents, and the like Number of those Shares created under the *East London* Act, and so as to give effect to and not revoke any Will or Testamentary Disposition of or affecting any such represented Portion of Stock or any such Share.

Power to raise new Capital by new Shares.

XXI. That the Company may from Time to Time, with the Sanction of any General Meeting, raise for the Purposes of this Act by new Shares any Sums not exceeding in the whole One hundred and thirty-one thousand two hundred and fifty Pounds, and all Money so raised shall be applied for the Purposes of this Act, and not for any other Purpose.

Power to create new Shares.

XXII. That, except as by this Act otherwise provided, the Company may from Time to Time, with the Approbation of Three Fifths at least of the Votes of the Shareholders present, in Person and by Proxy, at any General Meeting of the Company specially convened for that Purpose, create the new Shares, either of One Class and with the like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend or Interest, as the Company from Time to Time think fit, and may from Time to Time fix as they think fit the Amounts and Times of Payment of the Calls on the new Shares: Provided always, that no guaranteed or preferential Dividend shall exceed the Rate of Five Pounds *per Centum per Annum*: Provided also, that all the Shares of the same Class shall be of like Amount, and all the Shares of the same Class shall confer like Privileges, and bear the like Dividend or Interest.

If old Shares at a Premium, new Shares to be offered to existing Shareholders.

XXIII. Provided always, That if at the Time of raising any new Capital by new Shares the then existing Shares are at a Premium, the new Capital to be then raised shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned among the then Shareholders in proportion to the existing Shares held by them respectively, and such new Shares shall be offered to them at Par in such Proportion, and such Offer shall be made by Letter, under the Hand of the Chief Clerk of the Company, given to every Shareholder, or sent by Post addressed to him according to his Address in the Share Register Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which

which such Letter in the Course of Delivery ought to reach the Place to which it is addressed.

New Shares to vest in Shareholders accepting the same.

XXIV. That the new Shares so offered shall vest in and belong to the Shareholders who accept the same.

New Shares not accepted by Shareholders may be disposed of to others.

XXV. Provided always, That if any Shareholder fail for One Month after such Offer of new Shares to accept the same, the Company may dispose of such Shares to any other Persons.

Power to enlarge Time for accepting new Shares offered to existing Shareholders.

XXVI. Provided always, That the Directors, if they think proper, but not otherwise, may permit any Shareholder who, from Absence abroad, or other Cause satisfactory to the Directors, omits to signify within the Time limited by this Act his Acceptance of the new Shares offered to him, to accept such Shares notwithstanding such Time has elapsed.

General Power to dispose of new Shares.

XXVII. That, except as by this Act provided with reference to new Shares to be offered to existing Shareholders, the Company may from Time to Time dispose of the new Shares in such Manner and on such Terms as the Company think fit.

Power to cancel unissued Shares.

XXVIII. That if, after any Resolution to issue any new Shares, the Company determine not to issue the whole of such new Shares, the Company may cancel the unissued new Shares, and may from Time to Time thereafter issue in lieu thereof other new Shares of an aggregate Amount equal to that of the new Shares so cancelled.

Dividend on new Shares.

XXIX. That every Person who becomes entitled to any new Share shall in respect of the same be a Shareholder in the Undertaking, and shall (unless the Rate of Dividend or Interest thereon be before the issuing thereof otherwise resolved on by the Company) be entitled to a Dividend with the other Shareholders proportioned to the whole Amount for the Time being paid on such Share.

Votes and Qualifications in respect of new Shares.

XXX. That the new Shares shall confer on the respective Holders thereof such and only such Rights of voting as are by this Act expressly provided, and shall confer Qualifications in proportion to the aggregate nominal Value of such Shares, and not in proportion to the Number of or the Amount paid on such Shares; and for the Purpose of Qualifications every entire Sum of One hundred Pounds of such nominal Value shall be considered as equivalent to One Share of One hundred Pounds in the Capital; and any Shareholder shall not have any Qualification in respect of any Number of new Shares constituting in nominal Value and Interest in the Capital less than the entire Sum of One hundred Pounds.

XXXI. Pro-

Restriction as to Votes for preferential Shares.

XXXI. Provided always, That if the Company so think fit they may issue any new Shares to which any fixed, guaranteed, or preferential Dividend or Interest is attached, on the Condition of those Shares not conferring any Right of voting or Qualification, and the new Shares so issued shall not confer any Right so denied.

Calls.

XXXII. That any Call by the Company shall not exceed the Rate of Fifteen Pounds in the Hundred on the Amount of a Share, and the Interval between successive Calls shall not be less than Two Months, and there shall not be more than Four Calls in any Year.

Power to borrow Part of Capital on Mortgage, instead of by new Shares.

XXXIII. That if the Company think fit they may, instead of raising by new Shares the Amount of Capital which they are by this Act authorized so to raise, borrow on Mortgage of their Undertaking, but not on Bond, any Part of that Amount not exceeding in the whole Forty thousand Pounds.

Power to borrow additional Money on Mortgage.

XXXIV. That the Company from Time to Time may borrow on Mortgage of their Undertaking, but not on Bond, in addition to such Sum of Forty thousand Pounds, any Sums not exceeding Fifty thousand Pounds.

Mortgagees may enforce Payment of Arrears by Appointment of Receiver.

XXXV. That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize the Requisition for a Receiver shall not be less than Twenty thousand Pounds.

Power to raise Money by Shares, to pay off Money borrowed.

XXXVI. That if after having so borrowed any Money the Company be desirous of paying off the same, they may raise the necessary Amount by new Shares.

Total Amount raiseable under this Act, 131,250*l.*, except Money raised by Shares to pay off Money borrowed.

XXXVII. Provided always, That, except only so far as may be essential for enabling the Amount necessary for paying off any Money borrowed to be raised by new Shares, the whole Sum to be so raised under the Authority of this Act shall not exceed One hundred and thirty-one thousand two hundred and fifty Pounds.

Application of such Money raised by Shares.

XXXVIII. Provided always, That if the Company at any Time, for enabling them to pay off any Money borrowed, raise any Sum which, with the total Amount theretofore raised under the *East London* Act and this Act, exceeds Three hundred thousand Pounds, the whole of such Excess shall be applied forthwith and exclusively in paying off Money borrowed.

Appropriation of such new Shares in satisfaction of Mortgage Debt.

XXXIX. That the Company may from Time to Time, by Agreement with any Mortgagee of the Company, allot to him any of such new Shares in satisfaction of all or such Part as is mutually agreed on of his Mortgage Debt, and upon every such Allotment the new Shares so allotted shall be deemed fully paid up, and the Mortgages in respect whereof those new Shares are so allotted shall thereupon be extinguished: Provided always, that the Company shall not allot to any Mortgagee any such new Shares of a nominal Amount exceeding the Amount of the Principal Money secured by his Mortgages in lieu whereof the new Shares are so allotted to him.

Power to create Capital Stock.

XL. That, subject to the Provisions of this Act, the Company may convert their Share Capital into a General Stock, to be divided among the Shareholders according to their respective Interest in the Undertaking: Provided always, that the Amount of such Stock shall not exceed the Sum of Six hundred and seventy-five thousand Pounds, and such a further Sum (if any) as is the aggregate Amount of such of the new Shares in the Company as are from Time to Time fully paid up.

Stock not to be held in Sums less than 100*l.*

XLI. Provided always, That no Person shall be entitled to hold any Part of any General Stock in the Company other than One Pound or a Multiple thereof; and any Part less than One hundred Pounds of such Stock, and not being Parcel of a Part exceeding One hundred Pounds of such Stock, shall not confer on any Person any Right of Participation in the Dividends or Profits of the Company, or of voting, or any Qualification, or any other Right, Privilege, or Advantage whatsoever, except only the Rights of holding and of being registered as the Holder of and of disposing of the same.

Votes.

XLII. That for ascertaining the Numbers of Votes to which any Shareholder is entitled at any General Meeting, the aggregate nominal Amount of Stock or of Shares, of whatever Denomination, or of both Stock and Shares, to which he is entitled, shall be divided by One hundred, and the Quotient (rejecting Fractions) shall be considered the Number of Shares in respect whereof he is entitled to vote: Provided always, that any Stock or Shares acquired by him within Two Months of the Meeting, and any Stock or Shares which, according to the Provisions of this Act, are not to confer any Right of voting, shall not be taken into account in ascertaining such Number of Votes.

Ordinary Meetings.

XLIII. That the Ordinary Meetings shall be held on the First *Thursday* in each of the Months of *April* and *October* in every Year, at the Hour of Eleven in the Forenoon, and the First Ordinary Meeting

ing after the Commencement of this Act shall be held on such One of those Days as happens next after the Commencement of this Act: Provided always, that the Company may from Time to Time, with the Sanction of not less than Three Fifths of the Votes of the Proprietors present personally, or by Proxy, at an Extraordinary General Meeting, alter the Days and Months for the Ordinary Meetings; provided also, that any such Alteration shall not take effect within Three Months of the Meeting sanctioning the same.

Quorum for General Meetings.

XLIV. That the Quorum for a General Meeting shall be Fifteen Proprietors holding Stock or Shares to the aggregate nominal Amount of Twenty thousand Pounds.

Rotation of present Directors.

XLV. That the Twelve Directors in Office on the Fifteenth Day of *December* One thousand eight hundred and fifty-two, and their respective Successors, if any, elected under the *East London* Act, and who respectively are in Office on the Commencement of this Act, shall retire from Office at the Times and in the Proportions following; to wit, *Charles Johnston*, and *William Curling*, and *Edward Burmester*, and *Thomas Helme*, and *Samuel Preston Child*, and their respective Successors, if any, at the General Meeting in *April* One thousand eight hundred and fifty-four; *George Thomas Nicholson*, and *Matthew Whiting*, and *Samuel Wilson*, and their respective Successors, if any, at the General Meeting of the Company in *April* One thousand eight hundred and fifty-five; and *Matthias Gilbertson*, *Octavius Edward Coope*, *Josiah Wilson*, and *George Marten*, and their respective Successors, if any, at the General Meeting of the Company in *April* One thousand eight hundred and fifty-six.

Rotation of future Directors.

XLVI. That after the Year One thousand eight hundred and fifty-six the Directors shall retire from Office according to the Provisions of "The Companies Clauses Consolidation Act, 1845."

Supply of occasional Vacancies in the Office of Directors.

XLVII. That the Vacancies in the Office of Directors occasioned by any Cause other than that of going out of Office by Rotation shall not be supplied by the Directors, but may be supplied by a General Meeting.

General Meeting may order that Vacancies shall not be so supplied.

XLVIII. That a General Meeting may order that, except for keeping up the Number of the Directors to Nine, any such Vacancy shall not be supplied.

Qualification of Directors.

XLIX. That the Qualification of a Director shall be his being possessed in his own Right of Shares paid up to the Amount of One thousand Pounds, or of Stock to that Amount, or of Shares paid up and Stock to that Amount in the aggregate.

L. That

Notice of Wish of Persons to be elected Directors.

L. That any Person wishing to be elected a Director shall not be eligible for Election unless he give to the Clerk, or leave at the principal Office of the Company, for Ten Days at least before the Day of Election, Notice of his Wish to be elected, and the Clerk shall during such Ten Days and on the Day for Election affix a Copy of every such Notice so delivered on some conspicuous Place in the Office.

Quorum for Meeting of Directors.

LI. That the Quorum for a Meeting of Directors shall be Three Directors.

Committees of Directors.

LII. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three or more than Five, and the Quorum for any such Committee shall be Two Directors.

Limits of Act for Water Supply.

LIII. That the Limits of this Act for the Supply of Water by the Company shall comprise and include the several Parishes, Townships, and Extra-parochial Places following; (to wit,) *Stratford Bow* otherwise *Stratford-le-Bow*, in the Counties of *Middlesex* and *Essex*; *Saint John Hackney*, *Saint Mary Islington*, *Saint Matthew Bethnal Green*, *Saint Mary Whitechapel*, *Saint George's in the East*, *Saint John Wapping*, *Saint Paul Shadwell*, *Saint Dunstan Stepney*, *Saint Ann Limehouse*, *Christchurch Spitalfields*, *Saint Botolph Aldgate*, *Bishopgate Within*, *Bishopgate Without*, *Saint Luke Old Street*, *Saint Leonard's Shoreditch*, *Newington*, *Tottenham*, *Ratcliffe*, *Mile End Old Town*, *Mile End New Town*, *Poplar*, *Old Ford*, *Homerton*, *Upper Clapton*, *Lower Clapton*, *Stamford Hill*, *Dalston*, *Kingsland*, *Shacklewell*, *Holloway*, *West Ham*, *Bow*, *Bromley*, *Mile End*, *Stepney*, and Places adjacent or near thereto, in the City of *London* and the County of *Middlesex* respectively; and *Waltham Abbey*, *Waltham Holy Cross*, *Chingford*, *Walthamstow*, *Woodford*, *Leyton*, *Low Leyton*, *Leytonstone*, *Wanstead*, *East Ham*, *Barking*, *Great Ilford*, *Little Ilford*, *Romford*, *Chigwell*, *Lowton* otherwise *Loughton*, and *Dagenham*, in the County of *Essex*; and so much of the Parish of *Woolwich* in the County of *Kent* as is situate North of the River *Thames*.

Power to East London Company to take Water from the River Lee, under certain Regulations.

LIV. That the Company may from Time to Time after the Commencement of this Act, by means of all or any of the Works which they are by this Act authorized to make and maintain, respectively take and use such Water as they from Time to Time require from the River *Lee*, and the Navigation of that River, and the Tributaries, Springs, Cuts, and Branches of that River, or any of them: Provided always, that the Company shall not, without the Consent of the River *Lee* Trustees, so take such Water in greater Quantity or at a less

less Price than are respectively provided for by the "*Lee* Navigation Improvement Act, 1850:" Provided also, that nothing in this Act contained shall authorize the River *Lee* Trustees to give any such Consent as last aforesaid so as to affect injuriously the Navigation of the said River: Provided also, that if by reason of the taking by the Company of Water from the River *Lee* at any Point higher than the Points at which the Company before the passing of the *East London* Act were entitled to take it, or by the Execution of the Works by this Act authorized to be made and maintained respectively, the Navigation of that River, or any of the Mills or other Works on that River, be prejudiced, the Company shall make to the River *Lee* Trustees, or, as the Case may require, to the Owners or Occupiers of such Mills or other Works, full Compensation for all Damage thereby occasioned.

As to Height of Water to be maintained at Tottenham Mills.

LV. Provided always, That nothing in this Act contained shall authorize the Company so to draw down the Water from the Tail of *Tottenham* Mills below the Height at which the same is required to be maintained immediately above *Lee Bridge* Mills by the Forty-second Section of the recited Act of the Seventh Year of King *George* the Third, Chapter Fifty-one.

Mode of ascertaining Compensation to River Lee Trustees and Mill-owners.

LVI. That the Compensation which the Company shall make to the River *Lee* Trustees for all Damage sustained by them by reason of the taking by the Company of Water from the River *Lee*, and the Navigation of that River, and the Tributaries, Springs, Cuts, and Branches of that River, or any of them, at any Point higher than the Point at which the Company before the passing of the *East London* Act were entitled to take it, or by the making of any of the Works by this Act authorized, and the Compensation which the Company shall make to the Owners of Mills and other Parties, besides the River *Lee* Trustees, interested in any Water from Time to Time taken or used by the Company under the Powers of this Act, for all Damage sustained by them respectively through the Exercise of the Powers of this Act, shall, unless and except so far as the Company and the River *Lee* Trustees, or the Company and such other Parties respectively, from Time to Time mutually agree, be such Compensation in Money by way of annual or recurring Rentcharge as shall from Time to Time be settled by Arbitration in manner provided for by the "Lands Clauses Consolidation Act, 1845," and such Charge shall be ascertained and payable when or as often as the Company by taking Water from such higher Point of Supply, or, as the Case may be, by the Execution of such Powers, have occasioned any such Damage.

Company to supply Water within Limits of Act.

LVII. That after the Commencement of this Act, and subject to the Provisions thereof, the Company may by means of the Waterworks by this Act authorized to be made and maintained respectively provide and furnish to the Inhabitants within the Limits of this Act a Supply of pure and wholesome Water from the Rivers, Navigations, and other Streams from which they are by this Act authorized to take Water, or some or other of them, and the Company shall cause Main Pipes to be laid down, and pure and wholesome Water to be brought to every Part of the District within the Limits of this Act, whereunto they shall be required by so many Owners or Occupiers of Houses in that Part of the District as that the aggregate Amount of Water Rate payable by them annually at the Rates specified in this Act shall be not less than One Tenth Part of the Expense of providing and laying down such Pipes.

Agreement to take Supply.

LVIII. Provided always, That any such Requisition shall not be binding on the Company unless such Owners or Occupiers respectively execute an Agreement binding themselves to take such Supply of Water for Three successive Years at least.

Communication Pipes at Expense of Consumer.

LIX. Provided always, That the Company shall not be bound to provide or lay down any Communication Pipes for any Supply of Water except at the Expense of the Persons requiring the Supply.

Provision as to Places supplied by other Companies.

LX. Provided always, That the Company shall not be bound to furnish any such Supply of Water, or lay down any Pipe for such Purpose, in any Part of the District which Part is for the Time being supplied with Water by any other Company.

Penalty for Neglect to supply Water for domestic Use;

LXI. That if for Twenty-eight Days after Demand in Writing made to the Company, and Tender made to the Company of such an Agreement signed by Owners or Occupiers to take and pay for a Supply of Water for Three Years or more, as is by this Act provided for, and Payment or Tender made to the Company of the Cost of providing and laying down Communication Pipes for such Supply, the Company neglect to lay down such Main Pipes and Communication Pipes, and to provide such Supply of pure and wholesome Water, they shall forfeit to every such Owner and Occupier the Amount of Rate which he would be liable to pay under such Agreement, and also the further Sum of Forty Shillings for every Day during which they neglect to lay down such Main Pipes and Communication Pipes, or to provide such Supply of Water.

except in case of

LXII. Provided always, That the Company shall not be liable to any Penalty for not laying down any such Main Pipe or Communication

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tion Pipe, if they be prevented so doing by any unavoidable Cause or Accident, or for not supplying Water if the Want of such Supply arise from Frost, unusual Drought, or other unavoid a le Cause or Accident. Accident, &c.

LXIII. That the Water to be supplied by the Company need not be constantly laid on under Pressure until after the First Day of *July* One thousand eight hundred and fifty-seven, and after that Time the highest Point to which the Company shall be bound to raise the Water to be supplied by them to any House or Building shall be Forty Feet above the Level of the Pavement adjoining and nearest to the Point at which such Supply is required. Supply under Pressure.

LXIV. That whenever Water is constantly laid on under Pressure in any District Main, every Person supplied with Water under Pressure by the Company through such Main shall, when required by the Company, provide a proper Cistern or other Receptacle for the Water with which he is so supplied, with an efficient Ballcock or other like Apparatus. Ballcocks, &c. to Cisterns.

LXV. That if any Cistern or other Receptacle supplied with Water under Pressure have any Overflow Spout, Waste Pipe, or other Means or Contrivance immediately connected or capable of being used therewith to carry off the Water from such Cistern or Receptacle, such Person shall give Notice to the Company of every such Means or Contrivance, and of the Situation thereof. Notice of Overflow of Pipes, &c.

LXVI. That whether any such Notice be given or not, the Officers of the Company may, between the Hours of Nine in the Forenoon and Four in the Afternoon, enter into any House, in order to examine if there be any Waste, Misuse, or undue Consumption of Water by means of any such Means or Contrivance. Inspection of Overflow Pipes.

LXVII. That if such Waste, Misuse, or undue Consumption of Water be found to exist or be deemed likely to occur from the Use of any such Means or Contrivance, any such Officer may give Notice to the Person so supplied with Water, either to repair and amend or to remove such Means or Contrivance, and if it be not forthwith repaired and amended or removed in accordance with such Notice the Company may turn off the Water from the House, and cease to supply it with Water. Removal, &c. of Overflow Pipes.

LXVIII. That the Officers of the Company may from Time to Time enter into any Dwelling House, Building, or Lands, for the Purpose of ascertaining whether the Provisions of this Act be duly complied with: Provided always, that such Power of Entry shall not be exercised Power to enter Houses in certain Cases.

exercised at any Hour not authorized by "The Waterworks Clauses Act, 1847," except with the Consent of a Justice.

Cisterns, Closets, and Baths to be so constructed as to prevent Waste or the Reflux of impure Matter into the Mains.

LXIX. That every Cistern or other Receptacle for Water, and every Closet, Soilpan, and private Bath, supplied with Water by the Company, shall be so constructed and used as effectually to prevent the Waste, Misuse, or undue Consumption of Water, and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes connected with or communicating therewith; and, notwithstanding anything contained in "The Waterworks Clauses Act, 1847," or in this Act contained, the Company shall not be bound to supply Water into any Cistern or other Receptacle for Water, Closet, Soilpan, or private Bath, not so constructed and used.

Restricting Communication with Pipes of the Company.

LXX. That no Person shall make or lay down, or permit to be made or laid down, any Pipe or other Means or Contrivance for using or obtaining Water, to communicate with any Pipe or Apparatus connected with any Mains or Pipes of the Company, without giving such Notice, and except under such Superintendence and according to such Direction as is provided by "The Waterworks Clauses Act, 1847," with respect to the Communication Pipes to be laid by the Inhabitants.

Water may be cut off in certain Cases.

LXXI. That if any Person supplied with Water by the Company wilfully do or cause to be done anything in contravention of the Provisions of this Act, or wilfully omit to do anything which under such Provisions ought to be done for the Prevention of the Waste, Misuse, or undue Consumption, or the Contamination of the Water of the Company, the Company may turn off the Water supplied by them to such Person, and cease to supply such Person with Water, and also may recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company sustain by means or in consequence of any such Act or wilful Omission.

What are not domestic Purposes.

LXXII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Steam Engines or Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for Horses or Cattle, or for washing Carriages, or for Gardens, Fountains, or ornamental Purposes, or for flushing Sewers or Drains, or for any Trade or Manufacture or Business requiring an extra Supply of Water, or, as regards any House of which the annual Value does not exceed Thirty Pounds, a Supply of Water for Baths.

LXXIII. That

Meaning of ordinary Service and High Service.

LXXIII. That the Expression "ordinary Service" in this Act means Water delivered at an Elevation not higher than Twenty Feet above the Level of the Pavement adjoining or nearest to the Dwelling House or other Place supplied; and the Expression "High Service" in this Act means Water delivered at an Elevation exceeding Twenty Feet above the Level of the Pavement adjoining or nearest to the Dwelling House or other Place supplied.

Rates of ordinary Supply of Water for domestic Services.

LXXIV. That the Company shall, at the Request of the Owner or Occupier of any House or of any Part of a House occupied as a separate Tenement in any Street within their Limits in which any Main or Service Pipe of the Company is or shall be laid, or of any Person who under this Act shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Person, by means of Communication Pipes and other necessary and proper Apparatus to be provided, laid down, and maintained at the Cost of such Person, a sufficient Supply of Water for his domestic Purposes at a Rate *per Centum per Annum* on the annual Value of the House not exceeding Five Pounds.

Water-closets and Baths.

LXXV. Where the annual Value exceeds Thirty Pounds, an additional Rate not exceeding Four Shillings *per Annum* for every single Watercloset and for every single fixed Bath:

Where the annual Value exceeds Fifty Pounds but does not exceed One hundred Pounds, an additional Rate not exceeding Six Shillings *per Annum* for every single Watercloset and for every single fixed Bath:

And where the annual Value exceeds One hundred Pounds, an additional Rate not exceeding Eight Shillings for every single Watercloset and for every single fixed Bath.

High Service.

LXXVI. And with respect to High Service the Company may charge, in addition to the foregoing Rates respectively, such further Rates as they from Time to Time fix, not respectively exceeding Twenty-five *per Centum per Annum* upon the foregoing several Rates respectively.

One Communication Pipe for every Building.

LXXVII. That the Company shall not be bound to supply more than One Dwelling House or other Building by means of any One Communication Pipe.

Water for other than domestic Purposes may be supplied by Agreement.

LXXVIII. That the Company may supply any Person or Body within their Limits with Water to be used within such Limits for other than domestic Purposes, at the Rate and upon the Terms and Conditions agreed upon between the Company and the Person or Body requiring such Supply.

Company may charge by Quantity in certain Cases.

LXXIX. That the Company may, at their own Instance, and shall at the Request of any Owner or Occupier of any Premises situate in or adjoining any Street in which any Main or Service Pipe of the Company is or shall be laid, and who requires a Supply of Water by Measure for Purposes other than the Purposes in respect of which Rates are by this Act provided or limited, and by means of Communication Pipes and other necessary and proper Apparatus, to be provided, laid, and maintained at the Cost of the Person requiring such Supply, afford a Supply of Water by Meter or other fit and sufficient Instrument or Mode for measuring and ascertaining the Quantity of Water so supplied, and may charge for such Supply not exceeding the following Rates for every One thousand Gallons; to wit:

In respect of ordinary Service:

When the quarterly Consumption of Water does not exceed Fifty thousand Gallons, Ninepence:

When exceeding Fifty thousand Gallons and not exceeding One hundred thousand Gallons, Eightpence:

When exceeding One hundred thousand Gallons and not exceeding Two hundred thousand Gallons, Sevenpence:

When exceeding Two hundred thousand Gallons, Sixpence:

And in respect of High Service:

An additional Rate not exceeding Twenty-five *per Centum* upon those several Rates for ordinary Service:

Provided always, that the Company shall not be required so to supply Water in any less Quantity than Twenty-five thousand Gallons in any Quarter of a Year.

Other Rates may be taken by Agreement in special Cases.

LXXX. Provided always, That, notwithstanding any of the Provisions of this Act, the Company may take an increased Rate or Charge by Agreement with any Person or Body requiring a Supply of Water, and notwithstanding the same exceed the Rates or Charges in this Act specified.

Owners of Houses not exceeding 20*l.* annual Value to be liable to Water Rates.

LXXXI. That the Owners of all Houses or Parts of Houses occupied as separate Tenements, and not respectively exceeding the annual Value of Twenty Pounds, shall, during such Time as they are supplied with Water by the Company, be liable to the Payment of the Rates chargeable in respect thereof under this Act, instead of the Occupiers thereof; and the Person receiving the Rent of any such House or Tenement from the Occupier thereof, on his own Account or as Agent or Receiver for any Person interested therein, shall for that Purpose be deemed the Owner of such House or Tenement.

Company may let for Hire Meters.

LXXXII. That the Company may let for Hire any Meter or Instrument for ascertaining the Quantity of Water consumed and supplied

supplied, and any Pipes and Apparatus for the Conveyance and Storeage of such Water, for such Remuneration in Money as is agreed upon between the Company and the Person to whom the same is so let, and such Remuneration shall be recoverable in the same Manner as the Rates or Sums due to the Company for Water; and such Meters, Instruments, Pipes, and Apparatus, shall not be subject to Distress for Rent of the Premises where the same are used, or to be attached or taken in Execution under any Process of any Court of Law or Equity, or any Fiat in Bankruptcy, or any other legal Proceeding against the Person in whose Possession the same are.

Powers to Company for ascertaining Quantity consumed by Meter, and for removing Meters, &c.

LXXXIII. That the Officers of the Company may enter any House, Building, or Lands supplied by the Company by Measure, in order to inspect the Meters, Instruments, Fittings, and Works for regulating the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied, and may from Time to Time enter any House, Building, or Lands for the Purpose of removing and carrying away any Meter, Instrument, Pipes, Fittings, or other Works the Property of the Company; and if any Person hinder any such Officer from entering and making such Inspection or effecting such Removal, every Person so offending shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds: Provided always, that, except with the Consent of a Justice, such Power of Entry shall not be exercised at any Hour not authorized by "The Waterworks Clauses Act, 1847."

Saving existing Agreements for Supply of Water.

LXXXIV. Provided always, That all now existing Agreements with the Company for the Supply of Water at any Rates or Charges other than the Rates or Charges by this Act provided shall remain and be in force and be carried into effect in all respects as if this Act were not passed.

Distance between Gas Pipes and Water Pipes.

LXXXV. That every Gas Pipe in any Street within the Limits of this Act shall be laid at the greatest practicable Distance, and, wherever the Width of the Carriageway will allow, at the Distance of at least Four Feet from the nearest Part of any Water Pipe already or hereafter laid down in such Street by the Company.

Gas Pipes crossing Water Pipes.

LXXXVI. Provided always, That where it is unavoidably necessary to lay any Gas Pipe across any Water Pipe of the Company, the Gas Pipe shall be laid over the Water Pipe at the greatest practicable Distance therefrom, and so as to form therewith a Right Angle, and in every such Case the Gas Pipe crossing the Water Pipe shall be at least Nine Feet in Length, and any Joint of the Gas Pipe shall not be nearer than Four Feet to any Part of the Water Pipe.

LXXXVII. That

Junctions of Gas Pipes.

LXXXVII. That the Person laying any such Gas Pipe shall not in any Case join Two or more Gas Pipes together before their being laid in the Trench, but shall lay every Gas Pipe as near as may be in its Place in the Trench, and shall then in the Trench, and with proper and sufficient Materials, form the Jointing with the other Pipes to be added thereto.

Gas Pipes to be kept Gas-tight.

LXXXVIII. That the Company or Persons to whom any such Gas Pipes belong shall keep all such Gas Pipes, and all Pipes communicating or connected therewith, and all the Screws, Joints, Sockets, Inlets, Apertures, or Openings therein respectively, Gas-tight, and in every respect prevent Gas from escaping from any Part thereof; and whosoever offends against this Provision shall in every Case forfeit Five Pounds to the Informer, or the Person who in the Judgment of the Justice before whom the Conviction takes place sustains any Damage or Annoyance by the Offence.

Power to execute Part of the Works already authorized according to deposited Plans, and to take Lands for that Purpose.

LXXXIX. Whereas Plans and Sections showing the Line and Situations and Levels of the Works by the *East London* Act authorized to be made, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in or through which those Works were intended to be made or to pass, were for the Purposes of that Act deposited with the Clerks of the Peace for the Counties of *Middlesex* and *Essex* respectively: Therefore the Company, subject to the Provisions of this Act, may make and maintain in the Line or Situation and on the Levels and in or through the Lands delineated on those Plans and Sections and described in those Books of Reference such Parts of those Works as are by this Act authorized to be made, and may enter upon, take, and use such of those Lands as the Company deem necessary for that Purpose.

Power to execute new Works according to deposited Plans, and to take Lands for that Purpose.

XC. And whereas Plans and Sections showing the Line and Situations and Levels of the intended new Works, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in or through which those Works are intended to be made or to pass, have been deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Essex*, and *Hertford* respectively: Therefore the Company, subject to the Provisions of this Act, may make and maintain in the Line or Situation and on the Levels and in or through the Lands delineated on those Plans and Sections and described in those Books of Reference such Parts of those Works as are by this Act authorized to be made, and may enter upon, take, and use such of those Lands as the Company deem necessary for the Purposes of this Act.

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Lands for extraordinary Purposes.

XCI. That the Company may under this Act purchase Lands for extraordinary Purposes not exceeding Twenty Acres: Provided always, that the Company shall not under this Act purchase any such Lands exceeding Ten Acres from Parties under legal Disability.

Period for compulsory Purchase of Lands limited.

XCII. Provided always, That the Powers by this Act granted to the Company for the compulsory Purchase of Lands for such of the Works authorized by the *East London* Act as are authorized by this Act shall not be exercised after Two Years after the Commencement of that Act, and the Powers by this Act granted to the Company for the compulsory Purchase of Lands for other Purposes shall not be exercised after Three Years after the Commencement of this Act.

Power for Company to purchase and rent Lands, &c. by Agreement.

XCIII. That the Company from Time to Time, and in addition to the Lands which they are by this Act authorized to take compulsorily, may, by Agreement with the *Northern and Eastern* Railway Company and the *Eastern Counties* Railway Company, and any other Owners of any Lands and Streams which the Company require for the Purposes of this Act, purchase or otherwise acquire such Lands and Streams, or the User thereof, and any Easement, Power, or Authority in, through, over, or with respect to the same, and may by like Agreement purchase or otherwise acquire the Reversion of any Lands or Streams for the Time being held by the Company by or under any Lease, or the Discharge of the demised Premises from the Rent reserved by or the other Obligations of the Lease thereof.

Works already authorized.

XCIV. That such of the Works authorized by the *East London* Act as are authorized by this Act comprise the following Works; to wit,

First, a Drain or Sewer to intercept and divert the Drainage and Sewerage Water now flowing into the River *Lee* and the River *Lee* Navigation from *Enfield*, *Ponder's End*, and *Upper* and *Lower Edmonton*, and *Tottenham* in the County of *Middlesex*, and from the Neighbourhood thereof respectively, such new Drain or Sewer to commence in the Parish of *Enfield* in that County near the Point where the *Eastern Counties* Railway crosses the public Highway leading from *Ponder's End* to *Enfield* Corn Mill, and near the *Ponder's End* Station, and to terminate in the Parish of *Tottenham* in that County by a Junction with the navigable Channel of the River *Lee* at or near the Tail of the *Tottenham* Mill Lock, and to divert into the same new Drain or Sewer the Waters of the *Edmonton Brook* near the Point where the same passes under the *Eastern Counties* Railway at the *Water Lane* Station, and to stop up so much of the Channel of that Brook as is situate under the River *Lee* Navigation near the Site of the old Half Lock in the Parishes of *Edmonton* and *Tottenham*, or one of them:

Secondly, a new Cut or Water Channel and Millhead to commence in the Parish of *Tottenham* by a Junction with the old Millhead of the *Tottenham* Mill near *Stone Bridge* Lock below the oblique Weir there, and to terminate in that Parish at the lower End of *Tottenham* Millhead Stream; and to divert into that intended new Cut or Water Channel and Millhead the Waters now flowing into the old navigable Millhead at or near the *Stone Bridge* Lock; and to divert and straighten the old navigable Millhead for a Distance of Ten Chains or thereabouts at a Curve thereof where the *Moselle* Stream falls into the same; also a Communication by Gates between the old navigable Millhead and the intended new Mill-head, near the Point at which the Waters of the old navigable Millhead now join the *Tottenham* Millhead Stream;

Thirdly, a new Cut or Water Channel to commence in the Parish of *Tottenham*, from and out of the Tail of the *Tottenham* Mill Stream now flowing into the navigable Channel of the River *Lee*, and to terminate in the Parish of *Hackney* by a Junction with the *East London* Waterworks Canal near the Point where the same now joins the old River *Lee*, and to divert into such thirdly-described Cut or Water Channel Water from such last-mentioned Mill Stream, and from the navigable Channel, and from the old River *Lee*, and from the Tail of the Copper Mill Stream now flowing into the old River *Lee*:

Fourthly, a Conduit or Line of Pipes in the Parishes of *Walthamstow* and *Saint John's Hackney*, or one of them, for the Conveyance of Water, commencing at or near the Copper Mills, but below the same, and terminating in the Parish of *Saint John's Hackney* in the public Highway on the Western Side of the navigable Channel of the River *Lea*, and at or near the Western Foot of the Bridge over the same called the *High Bridge*, and situate in the Parishes of *Walthamstow* and *Saint John's Hackney*, or one of them,

Dams, &c. to be executed according to Plans signed and approved.

XCV. That the intended new Dams or Weirs and Water Channels authorized by the *East London* Act and by this Act shall be executed according to the Plans and Sections and Specifications signed by Mr. *Charles Greaves*, the Engineer of the Company, and which on the Twenty-second Day of *June* One thousand eight hundred and fifty-three were approved by and left in the Custody of *James Simpson* of *Great George Street*, *Westminster*, Civil Engineer, the Umpire, appointed with reference thereto by *James Meadows Rendel* Esquire and Sir *William Cubitt*, under the Provisions in that Behalf contained in the *East London* Act.

Appointment of Engineers

XCVI. That it shall be lawful for *James Meadows Rendel* Esquire and Sir *William Cubitt*, or, on the Failure or Refusal of either or both of

of them to act in that Behalf, for Two Engineers to be appointed in Writing for the Purpose, one by the Company, and the other by the Trustees of the River *Lee*, or in case of Difference between them by some Engineer to be appointed by them as an Umpire in Writing, or, failing such Appointment for One Month after Difference, or after Requirement in Writing by either Party of such an Appointment, then by an Engineer to be appointed as an Umpire in Writing by the Board of Trade, from Time to Time to prescribe Regulations to be observed by the Company and the River *Lee* Trustees touching the Management of all or any of such intended new Dams or Weirs and Water Channels, after the making thereof, with reference to the Effect of such Works on the Floods or other Matters affecting the Navigation of the River *Lee;* and all Proceedings of such Engineers and Umpire shall be regulated by and be in accordance with the Provisions of the Lands Clauses Consolidation Act, 1845, with respect to the Proceedings of Arbitrators and Umpire in Cases of disputed Compensation.

to prescribe Regulations for Management of the new Dams, &c.

Proceedings of such Engineers to be according to Provisions of 8 & 9 Vict. c. 18.

XCVII. That the Proceedings of such Engineers or Engineer shall be regulated by the Provisions of "The Lands Clauses Consolidation Act, 1845," with respect to the Proceedings of Arbitrators and Umpire in Cases of disputed Compensation.

Proceedings of Engineers to be regulated by 8 & 9 Vict. c. 18.

XCVIII. That the new Works by this Act authorized comprise the following Works; to wit,

New Works.

First, a Reservoir or Reservoirs in the Parish of *Walthamstow* upon Forest and Allotment Lands adjoining, and on the Western Side of the Junction between the *Woodford New Road* and *Hagger Lane* leading respectively from the *Lea Bridge Road* and from *Walthamstow* to *Woodford* in the County of *Essex:*

Secondly, an Aqueduct, Conduit, Channel, or Pipe Track commencing in the Parish of *Saint John Hackney*, and in the Parishes of *Walthamstow* and *Leyton* otherwise *Low Leyton* in the County of *Essex*, or some or one of them, in the Pumping Works of the Company at *Lea Bridge* Mills, and terminating in the Parish of *Walthamstow* in that intended Reservoir, and which Aqueduct, Conduit, Channel, or Pipe Track is to be made in and to pass from, through, and into the several Parishes or Places following; to wit, *Hackney*, *Lea Bridge*, and *Saint John Hackney*, or some or one of them, in the County of *Middlesex*, and *Walthamstow*, *Leyton*, *Low Leyton*, and *Leytonstone*, or one of them, in the County of *Essex:*

Thirdly, a Reservoir or Reservoirs in the Parishes of *Saint John Hackney*, *Walthamstow*, and *Leyton* otherwise *Low Leyton*, some or one of them, upon Lammas and other Lands and Property abutting towards the North-west on the Bridge over the River *Lea*, called *Lea Bridge*, and situate between the *Lea*

Bridge

Bridge Road towards the North and the River *Lea* towards the South and West:

Fourthly, a Bridge over the navigable River *Lea*, at the *Old Ford* in the Parish of *Saint Mary Stratford le Bow* in the County of *Middlesex*, with all proper Roads, Abutments, and Approaches thereto, commencing in the Road leading to the *Old Ford* between the *Old Ford* Road and that River, and terminating on the opposite Side of that River in Lands belonging to the *East London* Waterworks Company:

Fifthly, all Tunnels, Aqueducts, Channels, Embankments, Cuttings, Pipe Tracks, Pipes, Weirs, Dams, Sluices, Floodgates, Filtering Beds, Tanks, Culverts, Arches, Bridges, Roads, Approaches, Drains, Sewers, Engines, Pumps, and other Works and Conveniences necessary and proper to be respectively connected with those intended new Works for the effectual Construction, Maintenance, and Use thereof respectively.

Directions for building Bridge over the River Lea Navigation.

XCIX. That the Bridge over the River *Lea* at *Old Ford* hereby authorized shall have not less than Sixty Feet open Span between the Abutments, and the clear Height to the under Side of the Girders of every Part thereof shall not be less than Twelve Feet above *Trinity* High-water Mark, and the Towing Path shall be made at least Nine Feet wide, with an efficient *Kentish* Rag retaining Wall under the Bridge, and for Ten Yards on each Side thereof, and such Wall shall be at least Three Feet within the Line of Frontage of the present Towing Path, and the River Channel shall be deepened out and widened to that Extent, and the Towing Path and Bridge and Works connected therewith shall be made and at all Times maintained by the Company to the reasonable Satisfaction of the Engineer for the Time being to the Trustees.

Company to contribute Money for Protection of River Lee from Sewerage.

C. That the Company from Time to Time may contribute Monies towards the making and maintaining of any Works, Acts, or Things which may be undertaken by the *New River* Company, or by any other Corporation, or any Commissioners, Board, or Person having respectively Authority in that Behalf, for preventing the fouling and Deterioration of the Waters of the River *Lee* or the River *Lee* Navigation, and the Streams and Channels connected therewith respectively, or for effecting any like Purposes, and the Company and every such other Party respectively may under this Act enter into and carry into effect all necessary and proper Contracts and Arrangements with reference thereto.

Period for Completion of Works.

CI. That with respect to such of the Works authorized by the *East London* Act as are authorized by this Act after the Expiration of Two Years from the passing of that Act, and with respect to the other Works by this Act authorized after the Expiration of Three Years after the Commencement of this Act, all the Powers of this Act

Act granted for completing the several Works by this Act authorized shall cease to be exercised, except as to so much of the same as are then completed: Provided always, that this Act, or anything therein contained, shall not restrain the *East London* Company from extending their Works, Mains, and Pipes from Time to Time, whenever it is necessary so to do, for the Purpose of supplying Water to the Inhabitants within the Limits of this Act.

Works below High-Water Mark to be approved by the Admiralty.

CII. That, previously to commencing any Work in, under, or across or in any Manner interfering with any tidal or navigable Water, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of all such Works, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Works shall be constructed only in accordance with such Approval; and where any Work shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Admiralty may cause local Survey to be made, at Expense of Company.

CIII. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs, as a Penalty is or may be recoverable from the Company.

If Works affecting tidal Waters are abandoned, Admiralty may remove

CIV. That if any Work to be constructed by the Company in, under, or across any tidal or navigable Water or River, or if any Portion of any such Work which affects any such Water or River, or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners

same, at Expense of Company.

missioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Damage to Works by Flood to be made good immediately.

CV. That if at any Time any of the Works by this Act authorized be, by Flood, Storm, or other sudden Injury, so damaged as to admit any unfiltered Water into any Part of those Works, by means whereof the Company ought, according to the Provisions of "The Metropolis Water Act, 1852," to supply only filtered Water, the Company shall immediately repair such Damage so as with the least practicable Delay to enable them to supply only filtered Water.

Provisions as to Pipes in Aldgate and Bishopsgate Within and Without.

CVI. Provided always, That the Company shall not lay down any Water Pipe at a less Depth underground than Thirty Inches below the Surface of the Pavement in any of the Streets or Places within the Wards of *Aldgate*, *Bishopsgate Within*, and *Bishopsgate Without*.

Saving Rights of Millowners on the River Lee.

CVII. Provided always, That this Act, or anything therein contained, shall not take away, defeat, lessen, or prejudice any Rights or Remedies to which the Owners and Occupiers of any Mills or Works upon the River *Lee* are now entitled under or by virtue of the Provisions contained in "The *Lee* Navigation Improvement Act, 1850," for ascertaining the Amount of Water Power to which the Owners and Occupiers of such Mills and Works are respectively entitled, and for making Compensation in respect of any Diminution of such Water.

Saving Rights of taking Water from River Lee for the Purposes of Trade, &c.

CVIII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not prevent the Water of the River *Lee* being taken by any Person having immediately before the Commencement of this Act Right to take the same, for the Purposes of Trades, Manufactures, Works, and Occupations, by any Pipes or Drains, Sewers and Watercourses.

Company not to take Copper Mills at Walthamstow, except by Agreement.

CIX. That the Company shall not, except by Agreement, take the Copper Mills, Lands, and Hereditaments in the Parish of *Walthamstow*, in the Occupation of Messieurs *Williams*, *Foster*, and Company, and their Tenants and Servants, which are delineated in the Plans and described in the Books of Reference respectively deposited for the Purposes of the *East London* Act, and numbered, as respects Lands in that Parish, 18 to 38, both Numbers inclusive.

CX. That

Contracts between the Company and the Owners and Occupiers of the Copper Mills.

CX. That the Company and the Owners and Occupiers for the Time being of those Copper Mills, or such of them as are not under any legal Incapacity, may from Time to Time make such Contracts and Arrangements as the Parties thereto think fit with respect to the Regulation of the Flow of Water below *Tottenham* Mills, and the Interference by the Company with any of the Rights, Easements, Waters, Privileges, and Appurtenances to those Copper Mills belonging, or had or enjoyed in connexion therewith, and with respect to any Compensation to be made by the Company under this Act to the Owners and Occupiers of those Copper Mills; and all such Contracts and Arrangements shall be binding on and enure for the Benefit of the Company, and shall also be binding on and enure for the Benefit of all the Owners and Occupiers of those Copper Mills, although any of them, by reason of any legal Incapacity, be not Party thereto, and shall be carried into effect according to the Terms and the true Intent thereof respectively.

Water Rights of Walthamstow Copper Mills.

CXI. Provided always, That this Act or anything herein contained shall not authorize the Company, without the present Consent of the Owners and Occupiers for the Time being of those Copper Mills, to stop, or, failing such Consent, without making full Compensation in respect thereof, according to the Provisions of "The Lands Clauses Consolidation Act, 1845," so to interfere with the Cut, Canal, or Branch or Stream of Water running from those Copper Mills into the Channels or Stream of the River *Lee* and River *Lee* Navigation as to prevent, hinder, or obstruct the Owners and Occupiers of those Copper Mills from floating and navigating their Barges and Vessels, laden or unladen, from and to the main Stream of the River *Lee*, to and from those Copper Mills at all Times, and in the same Manner to the full Extent as such Owners and Occupiers have heretofore used and enjoyed or been entitled to use and enjoy the same, or to prevent the Water from those Copper Mills flowing therefrom, as freely as if the Works by this Act authorized had not been executed, or raise the Level of the Water at the Tail of those Copper Mills above such Level as it would have maintained if those Works had not been authorized.

Protecting the Interests of F. Gowar and G. Waller the younger, Trustees of J. Spicer deceased.

CXII. Whereas *Frederick Gowar* and *George Waller* the younger, as Trustees of the Estate of *John Spicer* deceased, are the Owners of the Messuage, Land, and Premises numbered respectively on the Plan so deposited as aforesaid for the Purposes of this Act 1, 2, 8, 9, and 10 in the said Parish of *Leyton*, and 1, 2, 3, and 4 in the said Parish of *Walthamstow*, and a Messuage in the said Parish of *Saint John at Hackney* called the *White House* or *Taylor's Ferry House*, and a Piece of Land adjoining thereto, and of an exclusive Right of Fishery in the River *Lea* held and enjoyed therewith respectively:

tively: And whereas the Plans deposited as aforesaid comprise within the Limits of Deviation thereon delineated a Part of the Property herein-before described, and such Part cannot be purchased without serious Damage to the Residue thereof: Be it enacted, That if the Company shall give Notice of their Intention to purchase any Part of the said Messuage, Land, and Premises so numbered as aforesaid on the said Plans, under the Provisions of this Act or the Acts incorporated therewith, and the said *Frederick Gowar* and *George Waller* the younger, or the Owner for the Time being of the said Premises, shall require the Company to purchase the Remainder of the same Messuage, Land, and Premises, and the said Messuage and Premises called the *White House*, and the Land held therewith, and the said Fishery, the Company shall and they are hereby authorized and required to purchase the same accordingly, and if the Parties cannot agree the Price or Consideration for such Purchase shall be fixed in manner provided for by "The Lands Clauses Consolidation Act, 1845," with respect to the Purchase of Lands otherwise than by Agreement.

Saving Rights of the Eastern Counties Railway Company.

CXIII. Provided always, That nothing in this Act contained shall authorize any Disturbance of or Alteration in the Position or Level of the Rails on the *Eastern Counties* Railway or any Part thereof, without the Consent in Writing of the *Eastern Counties* Railway Company, under the Hand of their Secretary, first had and obtained; and all Works to be executed under the Provisions of this Act, so far as they may interfere with or affect the *Eastern Counties* Railway, or any of the Works or Property of the *Eastern Counties* Railway Company, shall be done, and any Pipes laid or Channels made under the said Railway, or under any of the Lands of the said Company, shall be laid or made under the Direction and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Eastern Counties* Railway Company, and before entering upon any Land or Property of such Railway Company for the Purpose of executing any Work under the Provisions of this Act the Company or their principal Engineer shall give not less than Twenty-one clear Days Notice in Writing to the Secretary of the said Railway Company of their Intention to commence such Work, and of the Mode in which the same is proposed to be done; and, except as aforesaid, nothing in this Act contained shall extend or be construed to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the *Eastern Counties* Railway Company, but all such Rights, Privileges, Powers, and Authorities, except as aforesaid, are hereby expressly saved and reserved; and if any Dispute shall arise between the Engineer of the Company and the Engineer of the *Eastern Counties* Railway Company, as to the Manner of executing any Work affecting the *Eastern Counties* Railway, or the Lands of the

Eastern

Eastern Counties Railway Company, the same shall be referred to Arbitration in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration, and the Award of the Arbitrator or Arbitrators, or Umpire, as the Case may be, upon any Matter so referred to him or them, shall be final and binding on all Parties.

Traffic on the Eastern Counties Railway not to be obstructed.

CXIV. That it shall not be lawful for the Company to construct any Work or do any Act by which the Traffic on the *Eastern Counties* Railway may be obstructed or impeded; and if the said Company shall construct any Work or do any Act which shall have that Effect they shall forfeit and pay to the *Eastern Counties* Railway Company Fifty Pounds for every Hour during which such Obstruction shall continue, or during which such Traffic shall be impeded; and every such Penalty shall be recoverable, with Costs, in any Court of competent Jurisdiction.

Repairs of Works connected with the Eastern Counties Railway to be executed under Superintendence of their Engineer.

CXV. That it shall not be lawful for the Company to acquire any Right or Property in the Railway or any of the Lands of the *Eastern Counties* Railway Company, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized upon, over, through, or under the Lands of the said Railway Company, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the said Railway Company; and the Company shall, on Demand, pay to the *Eastern Counties* Railway Company all Expenses occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Works upon, over, under, or across the Lands or Railway of that Company, and in default of Payment, on Demand, of any such Expenses incurred as aforesaid, the *Eastern Counties* Railway Company may sue for and recover the same in any Court of competent Jurisdiction; and if any Dispute shall arise between the Company and the *Eastern Counties* Railway Company as to the Mode of repairing or maintaining any such Work as aforesaid, the same shall be referred to and finally decided by Arbitration in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Notice to Commissioners of Havering Levels of intended Works.

CXVI. That where any of the intended Works pass over, under, or on the Side of or in any other Manner so as to interfere with any River Bank, Wall, Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence under the Jurisdiction of the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Rapple*, *Barking*, *East Ham*, *West Ham*, *Layton*, *Walthamstow*, *Bromley*, and *East*

Marsh, in the respective Counties of *Essex*, *Middlesex*, and *Kent*, the Company shall not proceed therein until they have given to those Commissioners or their Clerk Twenty-one Days previous Notice in Writing of their Desire, and a full particular Plan and Specifications of the Works so affecting such Works or Defence, and those Commissioners have sanctioned the Mode of passing or interfering with such Work or Defence.

Company to comply with Order of those Commissioners.

CXVII. That the Company shall comply with all such Orders and Regulations as those Commissioners make with reference to the Company providing by new, altered, or substituted Works and Defences for the proper Protection and Drainage of and the preventing of Injury to the Sewage of those Levels, and for guarding against any Impediment to the Drainage of the Levels or Districts through which any of the intended Works pass, and also saving harmless the Commissioners against all Expense in that Behalf.

Expense of Works required by those Commissioners.

CXVIII. That all such Works so required shall be done under the Direction, Superintendence, and Control of the Officers of those Commissioners appointed for that Purpose, and at the Expense of the Company.

New Sewers, &c. to be under Control of those Commissioners.

CXIX. That when any new, altered, or substituted Bank, Wall, Sewer, Drain, Culvert, Outlet, or Watercourse, or any other Work or Defence connected therewith, is completed by the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Control, and Management of those Commissioners as any other Works and Defences are or may be, and all the Rights, Powers, Privileges, and Authorities of those Commissioners shall remain in force and virtue with reference to all such Works and Defences for all Purposes, and shall not be prejudiced, or, except as is by this Act expressly provided, shall not be affected by this Act.

Saving Rights of Commissioners of Sewers under Great Seal, &c.

CXX. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or effect any of the Jurisdiction, Rights, Powers, and Authorities of any Commissioners of Sewers appointed under the Great Seal or under the Seal of the Duchy of *Lancaster*.

Saving the Rights of the Metropolitan Commissioners of Sewers.

CXXI. That, notwithstanding this Act or anything contained in it, or in any Act incorporated therewith, any Work shall not be done which in any way interferes with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers; and any new Sewers, Drains, or Watercourses, or Works of Drainage, shall not be made or done under the Powers of this Act unless the same be

be previously approved by those Commissioners, and the same shall be carried on and completed under the Direction and Control of those Commissioners and their Officers; and all Sewers, Drains, Watercourses, and Works of Drainage made under this Act shall be and remain subject in all respects to the Jurisdiction of those Commissioners; and whenever any Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of those Commissioners, the Company shall, before any such Works be made, construct such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations as those Commissioners of Sewers may make to guard against Injury to the Drainage of the District; and this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Powers, Jurisdictions, or Authorities of those Commissioners.

Saving Rights of Commissioners of Sewers of the City of London.

CXXII. Provided always, That this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers of the City of *London*.

Directions for laying Pipes under the Metropolis Roads.

CXXIII. And whereas the Line of the Cut or Channel authorized by the *East London* Act and this Act respectively is intended to pass for a considerable Distance along or to cross public Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames* (which public Roads are in this Act called the Metropolis Roads): Therefore, notwithstanding the Powers and Provisions in this Act, the Company shall not lay down or construct any Works in any Part of the Metropolis Roads, or of the Footpaths adjoining thereto, other than in such Part, Line, and Direction as shall be pointed out by those Commissioners, or by their General Surveyor for the Time being, and wherever the Surface of those Roads is interfered with any greater Inclination than One Foot in Sixty Feet shall not be made.

Regulating the Payment to be made for Damages done to the Roads.

CXXIV. And whereas Injury may be caused to the Metropolis Roads in consequence of such Works, notwithstanding that those Roads may be remade immediately after the laying down or Construction of such Works, inasmuch as a Continuance of Labour and Materials may be necessary for a considerable Space of Time to restore those Roads to their previous State and Condition: Therefore the Company shall pay, on Demand, to those Commissioners, such a Sum of Money, not exceeding One Shilling for every superficial Yard of those Roads removed or disturbed by reason or in consequence of the Works of the Company (and over and above all Costs of remaking or relaying those Roads and of Repairs and Alterations incurred by those Commissioners), as those Commissioners deem

proper

proper to be paid for the continued Labour and Supply of Material necessary to restore effectively those Roads; and in default of Payment for Twenty-one Days after such Demand the same may be recovered by those Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Precautions required to be taken during the Performance of the Works on the Roads.

CXXV. That 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 the Works by this Act authorized, or of performing under this Act any other Works connected with the Metropolis Roads, as shall be requisite for the Public Safety and Convenience, and the Protection of the Metropolis Roads and of the Travellers thereon, as shall from Time to Time be required in Writing by such General Surveyor; and the Company shall be answerable and amenable for all Accidents and Damage happening by reason or in consequence of any of the Works of the Company.

Traffic not to be stopped during the Performance of the Works on the Road.

CXXVI. That the Company shall not at any Time during the Progress of laying down or making the Works by this Act authorized, or of performing under this Act any other Works connected with the Metropolis Roads, shut up or in any way impede the public Traffic along more than One Half the Width of any of those 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 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 such General Surveyor.

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

CXXVII. That any Works connected with the Metropolis 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 such Works be left at the Office of those Commissioners, or be delivered to their General Surveyor, and the opening of those Roads or any of them for the Purpose of making such Works or for laying any Pipe, and the remaking of such Roads, and all other Works of every Description with those Roads, at any Time thereafter to be performed by or for the Company, shall be carried on and executed under the Direction and Superintendence and to the Satisfaction of the General Surveyor.

Company to make good Damage to those Roads.

CXXVIII. That if in making any of the Works the Company do or cause any Injury or Damage to the Metropolis Roads or any of them, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with those Roads or any of them, and do

do not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the General Surveyor, or if by reason of the making of any of the Works by this Act authorized or required to be performed by the Company any Alteration of those Roads or any of them, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, be in the Judgment of the General Surveyor rendered necessary, then and in any such Case the General Surveyor may cause all such Repairs and Alterations to be made as he in his Discretion thinks fit; and all the Expenses of such Repairs and Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by those Commissioners from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Newspaper for Advertisements.

CXXIX. That the Newspaper in which Notices shall be advertized shall be One of the *London* Daily Morning Newspapers.

Sums not exceeding 50*l.* may be recovered in County Court.

CXXX. Provided always, That this Act or anything therein contained shall not prevent the Company from recovering any Sum of Money not exceeding Fifty Pounds due to them for Water Rates or Rents, or for Damages, Costs, or Expenses, by Action or Proceeding in any Manner by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Proof of Debt in some Cases of Insolvency.

CXXXI. That if any Person against whom the Company at any Time have any Claim or Demand become subject to the Operation of any Act for the Relief of Insolvent Debtors, the Secretary or Treasurer of the Company, in all Proceedings under such Insolvency, may represent the Company, and act in their Behalf, in all respects as if such Debtor had taken the Benefit of such Act.

Penalty for defacing Boards.

CXXXII. That the Penalty for pulling down or injuring any Board put up or affixed by the Company for publishing any Bye-law or Penalty, or for obliterating any of the Letters or Figures thereon, shall be in a Sum not exceeding Five Pounds.

Contracts between Company and New River Company.

CXXXIII. That inasmuch as the *New River* Company is interested in some of the Works by this Act authorized, and derive Part of their Supply of Water from the River *Lea*: Therefore the Company and the *New River* Company from Time to Time may enter into all such Contracts and Arrangements for any of the Purposes of this Act in which those Two Companies are respectively interested as they from Time to Time think fit, and all such Contracts and Arrangements under their respective Corporate Seals shall be binding on those Companies respectively, and shall be carried into effect accordingly.

Saving the Rights of the City of London.

CXXXIV. Provided always, That nothing in this Act shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authorities of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City for the Time being.

Saving Rights of New River Company.

CXXXV. Provided always, That, except as to the Execution of the new Works herein-before firstly, secondly, and thirdly described, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Remedies, Powers, Authorities, Privileges, Exemptions, and Benefits vested in or granted or reserved to or now lawfully enjoyed or exercised by the *New River* Company by or by virtue of any Royal Charter, Letters Patent, Act of Parliament, Deed, Covenant, Prescription, Usage, or otherwise howsoever, and nothing in this Act contained shall affect the Priority or Order in which the Company and the *New River* Company are respectively entitled to take Water from the River *Lee* at the Time of the passing of this Act.

Saving Rights of River Lea Trustees.

CXXXVI. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, Authorities, or Privileges of the River *Lea* Trustees.

Saving Rights of Trustees of Sir G. Duckett's Canal.

CXXXVII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Estates, Rights, Interests, Powers, or Privileges of the Trustees of Sir *George Duckett*'s Canal, or any Person interested in that Canal.

Saving Rights of Lord of Manor of Hackney.

CXXXVIII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Jurisdictions, Franchises, Rights, Powers, Authorities, or Privileges of the Lord of the Manor of *Hackney*.

Saving Rights of Trustees of Commercial Road.

CXXXIX. Provided always, That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, Authorities, or Privileges of the Trustees for executing the Local Act of the Ninth Year of *George* the Fourth, Chapter One hundred and twelve, relating to the *Commercial Road*.

Saving Rights of the Crown and the

CXL. Provided always, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the

the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*. Duchy of Lancaster.

CXLI. That nothing whatsoever contained in this Act or in any of the Acts herein recited or referred to shall extend to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be, or but for the Provisions of the same Act or Acts might have been, vested in or enjoyed by Her Majesty, Her Heirs or Successors. Provision as to the Rights of the Crown.

CXLII. Provided always, That this Act or anything therein contained shall not exempt the Company from the Provisions of the "Metropolis Water Act, 1852." Company not exempt from Provisions of 15 & 16 Vict. c. 84.

CXLIII. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company. Expenses of Act.

CXLIV. That, notwithstanding the Repeal of the *East London* Acts, the several Sections and Provisions of those Acts cited in this Section shall respectively, so far as the same shall be immediately before the Commencement of this Act in force, remain in force, and this Act and the several Powers and Provisions thereof shall accordingly be in all respects subject and without Prejudice to those cited Sections and Provisions respectively, and this Act or anything therein contained shall not (except only as regards the Interpretation provided for by this Section) alter, interpret the Meaning of, or otherwise affect those cited Sections and Provisions or any of them: Provided always, that the Expression "the said Company of Proprietors," and all Words and other Expressions relating to the Company of Proprietors of the *East London* Waterworks in those cited Sections and Provisions or any of them, shall, after the Commencement and for the Purposes of this Act, mean the *East London* Waterworks Company, and those cited Sections and Provisions shall have Effect and be performed and observed accordingly: Certain Sections of East London Acts to remain in force, although repealed.

47 *Geo.* III. Sess. 2. Cap. 72. Sec. 52.

"Provided always, and be it further enacted, That nothing contained in this Act shall extend or be construed to extend to lessen, prejudice, take away, or defeat any Right, Title, or Interest of *George Johnstone* Esquire, and *James Humphreys* Esquire, claiming to be the Lords of the Manors of *Bromley* and *Poplar* in the said County of *Middlesex* and of *West Ham* in the County of *Essex*, or their or any of their several Tenants of the same Manors or any of them respectively, but that the said *George Johnstone* and *James Humphreys* and others Saving the Rights of the Lords of the Manors of West Ham, Bromley, and Poplar.

others the Lords or Lord of the same several Manors and every of them for the Time being shall and may for ever hereafter hold and enjoy all Wastes, Waste Grounds, Fisheries, Streams, Rights of Soil in the same, and in all Highways, Roads, Paths, Streets, and other public Places, and other Privileges and Franchises whatsoever appertaining or incident to such several Manors or any of them, or lawfully granted with the same or any of them or with any Part thereof respectively, and that all Tenants of the same Manors and every of them shall and may hold and enjoy all Rights and Privileges to them or any of them respectively belonging, in as ample and beneficial Manner to all Intents and Purposes as if this Act had never been made; provided that nothing in this Provision contained shall be construed to hinder or prevent the said Company of Proprietors from taking Water from the River *Lea* at or near *Old Ford* or from any Part of the said River, or from erecting their Works, or carrying their Pipes, Mains, and Aqueducts, as empowered by this Act, or from exercising any other Authority given by this Act for the Purpose of carrying the same into execution:"

10 *George* IV. Cap. 117. Sec. 56.

Company to make Reservoirs above Old Ford Lock for supplying the Mills with Water.

"And be it further enacted, That in order to prevent any Injury or Damage to the said River *Lea* Navigation, or to the Persons using the same, or to the Owners or Occupiers of certain Mills situate on the River *Lea* and on the Streams of Water running therefrom, namely, Two Mills belonging to the Mayor and Commonalty and Citizens of the City of *London*, and Three other Mills, called the Three Mills, in the Occupation of Messieurs *Vachell* and Company, the Four Mills, in the Occupation of Messieurs *Currie* and Company, and Sir *Thomas D'Acre's* Mill, belonging to *Robert Richard Morley*, by or in consequence of the said Company of Proprietors taking Water from the said River *Lea* above *Old Ford* Lock, the said Company shall and they are hereby required, at their own Costs and Charges, to make, complete, and, so long as the said Company shall take Water from the said River *Lea* as aforesaid, maintain, One or more Reservoir or Reservoirs as Compensation Reservoirs, with proper Cuts, Locks, Sluices, and other Works and Conveniences thereto, to communicate with the said River *Lea*, so as to receive Water from the said River *Lea*, and discharge the same into the said River during every Tide above the Point of the said River called *City Mill Point*, in order fully to compensate for the Water which shall be taken by the said Company as aforesaid, except as herein-after mentioned:"

10 *George* IV. Cap. 117. Sec. 57.

The Reservoirs to contain as much Water as the

"And be it further enacted, That the said Compensation Reservoir or Reservoirs shall be of such Dimensions as that their Cubic Contents, estimated at a Depth equal to the perpendicular Space measured

measured from Low to High Water Mark of an average Neap Tide in the River *Lea* (such Depth or perpendicular Space to be taken and ascertained not lower than the Point in the said River called the *City Mill Point*), shall be at all Times at least equal to the whole average Quantity of Water taken or to be taken during Twelve Hours from the said River *Lea* between *Old Ford* Lock and *Lea Bridge* Mills, and also to the average Quantity of Water over and above Seven hundred and fifty Tons taken or to be taken during the like Period from the said River at or above *Lea Bridge* Mills, in the event of the said Company of Proprietors being herein-after entitled by Purchase or otherwise so to take the same, and that the Bottom of the said Reservoir or Reservoirs shall be made and continued upon as low a Level as the lowest Ebb of a Spring Tide at the said *City Mill Point*, and the Cuts or Entrances into the same shall be made in such Manner that the Water in such Reservoir or Reservoirs shall rise to the Level of High Water of every Tide, and that the Works or Contrivances for emptying the same shall cause the Water to run out into the said River *Lea* down to the Level of Low Water of every following Tide at a Point above the said *City Mill Point*, and at such Period as shall in the Judgment of an Engineer to be appointed by the said Trustees of the said River *Lea* Navigation and the Occupiers of the said several Mills be most advantageous for the Purposes aforesaid;"

Works will require in Twelve Hours, with proper Entrances, &c. for supplying and emptying the Reservoirs.

10 *George* IV. Cap. 117. Sec. 58.

"And be it further enacted, That no Water shall be taken or received from the said River *Lea*, between *Old Ford* Lock and *Lea Bridge* Mills, and no Water over and above Seven hundred and fifty Tons during every Twelve Hours shall be taken or received from the said River at or above *Lea Bridge* Mills, in the event of the said Company of Proprietors being hereafter entitled by Purchase or otherwise so to take the same, until such Reservoir or Reservoirs, with proper Cuts and Works for allowing the Tide to flow into and for emptying the same as aforesaid, shall have been made and fully completed in the Manner aforesaid:"

No Water to be taken until Reservoirs are completed.

10 *Geo.* IV. Cap. 117. Sec. 59.

"And be it further enacted, That if at any Time or Times hereafter the said Company shall alter or extend their said Works, or in any way take or receive a greater Quantity of Water from the said River *Lea* above *Old Ford* Lock as aforesaid, than shall have been compensated for as aforesaid, then and in every such Case they shall cause the Reservoir or Reservoirs to be made by them as aforesaid to be enlarged in Dimensions or increased in Number in proportion to the increased Quantity of Water which may be taken or received by reason of any such Alteration or Extension of the said Works,

No increased Quantity of Water to be taken by any Alteration of the Work, unless Reservoirs be enlarged.

and shall not take any increased Quantity of Water from the said River until such enlarged or additional Reservoir or Reservoirs and Works shall have been made and completed:"

10 *George* IV. Cap. 117. Sec. 60.

Cost of Reservoirs, &c. to be paid by the Company.

"And be it further enacted, That all the Costs and Expenses of making, maintaining, and repairing, filling, and emptying the said Compensation Reservoir or Reservoirs and Works, and all Expenses whatsoever relating thereto, shall be paid and borne by the said Company:"

10 *George* IV. Cap. 117. Sec. 61.

Penalty on the Company if they take more Water from the River than the Reservoirs shall supply.

"And be it further enacted, That in case the said Company shall take or receive any Water from the River *Lea* between *Old Ford* Lock and *Lea Bridge* Mills, or any Water at or above *Lea Bridge* Mills over and above Seven hundred and fifty Tons during any Twelve Hours, in the event of the said Company of Proprietors being hereafter entitled, by Purchase or otherwise, so to take the same, before the said Reservoir or Reservoirs and Works shall have been completed as aforesaid, or shall take or receive during Twelve Hours a greater Quantity of Water from the said River *Lea* above *Old Ford* Lock, over and above Seven hundred and fifty Tons to be taken in the event aforesaid, than shall flow into and be supplied out of such Compensation Reservoir or Reservoirs during the same Period (unless in Cases when the Tide at High Water shall not rise to the Level of the average High Water of a Neap Tide) at the Mouth of the said Reservoir or Reservoirs, then and in such Case the said Company shall for every Hour during which every such Offence shall be so committed forfeit and pay to the Trustees for the Time being of the said River *Lea* Navigation, and also to the respective Owners or Occupiers of the said several Mills, the Sum of One Pound in respect of each of the said Mills, and in addition thereto shall make good and satisfy to the said Trustees, and to any Persons using the said Navigation, and to the respective Owners and Occupiers of the said Mills, all such Damage as they or any of them may have sustained in consequence of the Diminution in the Supply of Water for the Purposes of the same Navigation and Mills respectively:"

10 *George* IV. Cap. 117. Sec. 62.

Power to enter and view the Reservoirs and Works.

"And be it further enacted, That it shall be lawful, at all seasonable Times, for the Engineer or Surveyor of the said Trustees of the River *Lea* Navigation, and for the Owners or Occupiers of the said several Mills, or their Engineer for the Time being, to enter into and upon and go over all and every the Reservoir or Reservoirs and the Works of the said Company, for the Purpose of ascertaining and seeing

seeing whether the said Compensation Reservoir or Reservoirs are sufficient for the Purposes intended by this Act, and that he or they may at all Times have full Liberty to measure, in any way he or they may think best, the Quantity of Water taken in by and let out of the said Compensation Reservoir or Reservoirs, and to compare the same with the Quantity of Water abstracted by the said Company from the said River:"

10 *George* IV. Cap. 117. Sect. 63.

Arbitrator to be appointed in case of Dispute as to the Quantity of Water taken.

"And be it also enacted, That in order to settle and adjust with as much Precision as may be necessary the relative Quantities of Water taken by the said Company of Proprietors from the River *Lea*, and of tidal Water let off and returned by them into the said River or Navigation from the Reservoir or Reservoirs to be constructed by them as aforesaid, in the event of any Dispute or Difference arising between them and the said Trustees, or any other of the said Parties interested therein, in relation thereto, the Works to be made or constructed by the said Company of Proprietors in pursuance of this Act shall in all Places where necessary be supplied with a Gauge or other Machine or Invention by which such relative Quantities may be fairly and correctly ascertained; and any Question arising out of this Act in relation to the Water to be so taken and returned as aforesaid shall be referred to Engineers for the Time being of the respective Parties in difference, (that is to say,) to One Engineer appointed by the said Company and One Engineer to be appointed by the Party or Parties in difference, and in case of the said Two Engineers not agreeing in opinion, or neglecting to make any Award or Decision within One Month after every such Reference, then to an Umpire to be appointed by them by Writing under their Hands, which said Umpire shall and he is hereby expressly directed to make his Award and Decision within One Month next after the Question shall have been so referred to him; and further, that until such Award or Decision shall be made, and the said Company shall conform thereto by returning such a Quantity of Water (if any) as shall be ordered by the said Referees or their Umpire, into the said River *Lea* or Navigation, the Powers given by this Act of taking Water at *Lea Bridge* Mills aforesaid, or elsewhere, shall cease and be no longer in force, and shall not revive or come again into operation until such Award or Decision shall have been duly complied with:"

10 *George* IV. Cap. 117. Sec. 65.

For preserving the Barrier Bank.

"And whereas there is a Barrier Bank on the Lands on the East Side of the *Hackney* Cut, to prevent the Water in Times of Flood from passing into and over the Lands or Grounds which lie between the said Bank and the River *Lea*, which Bank will be endangered by reason

reason of the narrowing of the Space between the said Barrier Bank and *Hackney* Cut in making the Canal or Feeder hereby authorized to be made: Be it therefore enacted, That the said Company of Proprietors shall, as soon as that Part of the Canal or Feeder hereby authorized to be made which is opposite to or in a parallel Line with the said Barrier Bank is completed, at their own proper Costs and Charges, raise, widen, and strengthen the said Barrier Bank One Third wider and One Third higher than at present, to the Satisfaction of *Joseph Stephens*, the present Engineer of the said Company of Proprietors, or the Engineer of the said Company of Proprietors for the Time being, and *James Dean*, the present Engineer of the Proprietors of the Land where the said Barrier Bank is situate, or the Engineer of the said Proprietors for the Time being, shall agree upon and direct, and if they the said Two Engineers should differ thereon, then in such Manner as *James Walker* of *Limehouse*, Engineer, shall direct, with Power for the said Two first-mentioned Engineers to appoint another Engineer, if they shall think fit, in the Room, Place, or Stead of the said *James Walker*; and the said Barrier Bank so raised, widened, and strengthened shall for ever thereafter be well and effectually repaired, upheld, supported, maintained, and kept up by the said Proprietors of the Land where the said Barrier Bank is situate, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors, and the Cost and Expense thereof shall from Time to Time be paid and defrayed by and between the said Company of Proprietors and the said Proprietors of Land in equal Moieties; and in case the said Proprietors of Land shall in the first instance pay the whole of such Expense, they shall be entitled to recover from the said Company of Proprietors One Moiety or equal Half Part thereof by Action of Debt or on the Case in either of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit:"

10 *George* IV. Cap. 117. Sec. 66.

For Drainage of the Land on East Side of Hackney Cut.

"And whereas in making the Canal or Feeder and other Works hereby authorized to be made it will be necessary to destroy the Back Drains belonging to the Lands on the East Side of the *Hackney* Cut: Be it therefore further enacted, That the said Company of Proprietors shall for ever hereafter, at their own proper Costs and Charges, make, support, and maintain proper and sufficient Culverts and Drains for well and sufficiently draining the Lands on the East Side of *Hackney* Cut equally convenient as the Drains now in use for that Purpose, and which said Culverts and Drains shall for ever hereafter be repaired, supported, maintained, and kept up to the Satisfaction of the Proprietors of the Lands or their Engineer for the Time being:"

10 *George* IV. Cap. 117. Sec. 67.

Main of Pipes in London Field to be continued till required to be removed.

" And whereas the said Company of Proprietors did some Years since cause a Main of Iron Pipes of Eighteen Inches internal Diameter to be sunk and laid down from their Works at *Old Ford* towards *Bethnal Green* in the County of *Middlesex*, and extending for the Length of Two hundred and fifty-nine Yards or thereabouts in a diagonal Direction along and under a certain Field called *London Field* in the said Parish of *Saint Mary Stratford Bow*, now belonging to Mrs. *Helena Shaw Lefevre*, and in the Occupation of *Michael Scales*: Be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors and their Successors to continue the said Main of Pipes in the said diagonal Direction in the said Field called *London Field*, and to have, use, and enjoy the same for the Purposes of the said Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, and of this Act, from Time to Time and at all Times until they the said Company of Proprietors shall be required to take up and remove the same in manner in this Act maintained:"

10 *George* IV. Cap. 117. Sec. 68.

Company to pay Rent of 2*l.* to Mrs. Lefevre.

" And be it further enacted, That the said Company of Proprietors and their Successors shall pay unto the said *Helena Shaw Lefevre*, her Heirs and Assigns, and other the Owner or Owners of the said Field called *London Field*, from Time to Time and at all Times for ever hereafter, so long as the said Pipes shall remain in their present diagonal Direction in the said Field called *London Field*, the annual Rent or Sum of Two Pounds, to commence and be computed from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-nine, and the First Payment of such Rent to be made on the Twenty-ninth Day of *September* One thousand eight hundred and thirty, and the same Rent to be recovered by Distress and Sale of the Goods and Chattels of the said Company, or by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit:"

10 *George* IV. Cap. 117. Sec. 69.

Company to remove Pipes when required.

" Provided always, and be it further enacted, That if the said *Helena Shaw Lefevre*, her Assigns, or other the Owner or Owners of the said Close called *London Field*, shall at any Time after the passing of this Act be desirous of having the said Pipes removed from their present diagonal Direction in the said Field called *London Field*, and shall give Twelve Months Notice in Writing of such his, her, or their Desire to the Clerk of the said Company, then and in that Case the said Company of Proprietors shall, at their own Costs and Charges, at or before the Time to be specified in such Notice, take up and remove the said Pipes from their present Situation, and relay the same along

and under the Lands of the said *Helena Shaw Lefevre*, in a Line with the Footpath now extending from *Bearbinder Lane* in the Direction of *Old Ford* to the Point at which the Footpath leading from *Bow* towards *Bethnal Green* crosses the said first-mentioned Footpath, or within Ten Yards thereof, as the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Field called *London Field*, shall direct and appoint, so that the Turning or Angle of the said Pipes at *Bearbinder Lane* and at the Point at which the said Paths cross each other shall be the Fourth Part of a Circle having a Radius of Twenty Feet:"

10 *George* IV. Cap. 117. Sec. 70.

Power to repair Pipes, making Compensation for Injuries.

"And be it further enacted, That the said Company of Proprietors and their Successors shall have free Access to the Main of Pipes in their present Situation, and after the same shall be removed, in pursuance of this Act, at all Times, to relay, repair, amend, and maintain the same, and to open the Soil for the said Purposes, or any or either of them, they the said Company of Proprietors, and their Successors, Agents, Workmen, and Servants, doing as little Injury or Damage thereby as may be, and making full Satisfaction for all Damages and Injuries thereby occasioned, such Damages or Injuries to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit:"

10 *George* IV. Cap. 117. Sec. 71.

If Company refuse to remove Pipes, Owner of Land may do so.

"And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to take up and remove the said Pipes within the Space of Thirty Days next after the Expiration of the Notice to be given to them for that Purpose in manner by this Act directed, it shall and may be lawful to and for the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Field called *London Field*, to take up and remove the said Pipes, and to sell and dispose of the same and every or any of them, and by and out of the Money arising from such Sale pay and discharge the Costs and Expenses of taking up and removing such Pipes, and also the Costs and Charges of such Sale, and all other Expenses incident or relating thereto, rendering the Overplus, if any, to the said Company of Proprietors, or the Costs, Charges, and Expenses of taking up and removing the said Pipes shall and may be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit, at the Option of the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Close called *London Field* as aforesaid:"

10 *George* IV. Cap. 117. Sec. 72.

Compensation to be made for

"And be it further enacted, That the said Company of Proprietors and their Successors shall make full Satisfaction for all Damage and Injury

Injury by bursting, Leakage, or otherwise.

Injury which shall or may be occasioned to the Lands or Grounds through which the Pipes of the said Company now are or hereafter shall or may be passed or laid, and to all other Lands and Grounds whatsoever, by reason of the breaking or bursting of any such Pipe or Pipes, or the Leakage or overflowing of the Water of the said Company into, upon, through, or over the same Lands or Grounds or otherwise howsoever, such Costs and Charges to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit: "

10 *George* IV. Cap. 117. Sec. 73.

For providing Bridges in the Marshes.

"And be it further enacted, That the said Company of Proprietors shall erect and keep in repair Five Bridges over the proposed Feeder or Aqueduct passing through *Hackney Marshes* at such Places as there are now Bridges over the navigable Cut, namely, at *Lee Bridge* Mills, *Cow Bridge*, *Lock Bridge*, *Homerton Bridge*, and *Wick Bridge*: "

10 *George* IV. Cap. 117. Sec. 74.

For preserving the Drainage of Hackney Marshes.

"And whereas the present Drainage of *Hackney Marshes* is by a Ditch or Sewer running alongside the Towing Path belonging to the navigable Cut, and which Ditch or Sewer the said Feeder or Aqueduct will destroy: Be it therefore further enacted, That the said Company of Proprietors shall make and maintain a good and sufficient Ditch or Sewer all along the East Side of the said Feeder or Aqueduct, with a proper Culvert under the Feeder of *White Post Bridge*, with proper Trunks or Drains under the several Roads leading over the several Bridges, so that the said Lands called *Hackney Marshes* may be drained as effectually as they are at present; all which said Bridges, Roads, Ditches, Drains, Trunks, and Culverts, as far as regards and affects the Lammas Lands of the Manor of *Hackney*, shall be erected and made to the Satisfaction of the Six Copyholders annually appointed by the Court Baron to superintend the Commons within the said Manor: "

10 *George* IV. Cap. 117. Sec. 75.

Ways into the Marshes to be preserved.

"And be it further enacted, That nothing in this Act contained shall enable the said Company to stop up or divert the present Road or Way near *Lee Bridge* Mills for the Passage of Cattle and Carriages into the said Marsh Lands along or near to the Bank of the Canal or Cut of the River *Lea* Navigation, or the present Road or Way along the Bank of the ancient Stream of the River *Lea*, or any other Road or Way or Roads or Ways leading in the said Marshes or Marsh Lands, and the said Company shall and they are hereby required to make and keep a good and sufficient Road or Roads from the said Mills into the said Marshes, along or near to the Bank of the Canal or Cut of the River *Lea* Navigation, and the Bank of the ancient Stream of the River *Lea*:"

The East London Waterworks Act, 1853.

10 *George* IV. Cap. 117. Sec. 76.

Bridges to be made to lead to the Lands herein described.

"And be it further enacted, That the said Company of Proprietors shall, at their own Costs and Charges, make, erect, set up, and complete, and from Time to Time for ever hereafter maintain and support, Four good and sufficient Carriage Bridges across the said intended Canal or Feeder and Back Drain, Two of which Bridges shall be so placed as to lead to the Lands of *Helena Shaw Lefevre*, in the Occupation of *Alice Hunter* or her Under-tenants, in the Manner she the said *Helena Shaw Lefevre*, or the Owner or Owners of the said Lands for the Time being, shall require, and the remaining Two Bridges shall be placed, one on the Land of *John Ismay* Esquire, and the other on the Land of *Gilbee*, in the Occupation of *John Marsh*: Provided always, that in placing the several Bridges to be constructed in pursuance of this Act no Injury shall be done either to the Canal or Towing Paths of the River *Lee* Navigation, neither shall the said Canal or Towing Paths be in any Way or Manner interfered with or prejudiced thereby, but that the Towing Paths shall be protected and the said Bridges placed to the Satisfaction of the Engineer for the Time being of the Trustees of the River *Lee* Navigation;"

10 *George* IV. Cap. 117. Sec. 77.

If Company do not make Bridges, &c., Landowners may do it, at Company's Expense.

"And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to make the several Bridges, Culverts, and Drains hereby directed to be made, or, after the same shall respectively be made and completed, shall neglect or refuse to maintain and support the same, for the Space of Thirty Days next after Notice shall have been given to the Clerk of the said Company, by or on behalf of the Owner or Occupier, Owners or Occupiers of any Lands or Hereditaments who shall find himself, herself, or themselves aggrieved by any such Neglect or Refusal, then and in every such Case it shall and may be lawful for every or any of the said Owners or Occupiers to make, erect, and set up or repair such Bridges, Culverts, and Drains from Time to Time as Occasion shall require; and all the reasonable Costs and Charges thereof shall be repaid to the respective Owners or Occupiers of the said Lands, Grounds, or other Hereditaments as aforesaid, by the said Company of Proprietors; and upon Refusal or Neglect of the said Company to pay the said Costs and Charges for the Space of Ten Days after Demand thereof made upon the said Company of Proprietors or their Clerk, such Costs and Charges shall and may be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit."

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