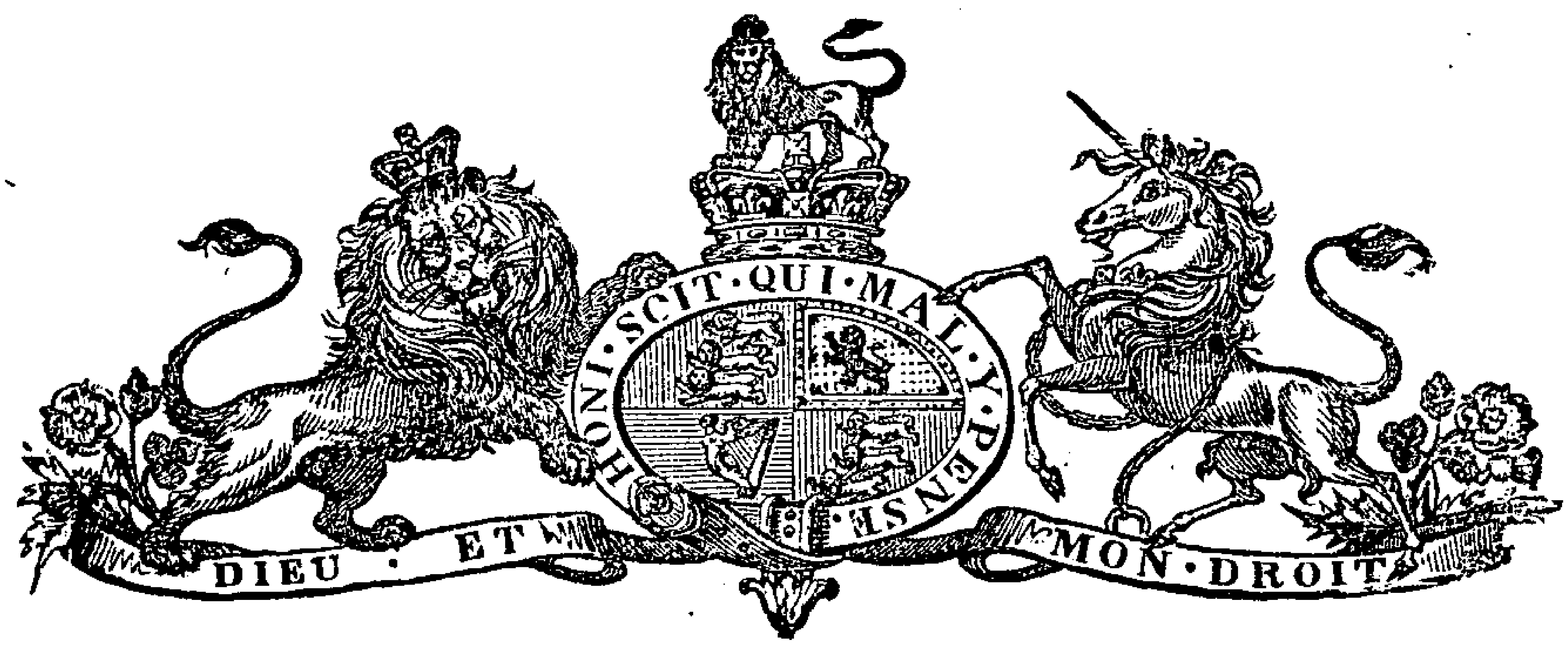


ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

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Cap. cxvi.

An Act for regulating the Rates and Charges to be taken by the *Grand Junction* Waterworks Company for a Supply of Water to Parts of the Parish of *Paddington*, and for other Purposes.

[21st *July* 1856.]

WHEREAS the following Local or Local and Personal Acts relating immediately or mediately to the *Grand Junction* Waterworks Company (in this Act called "the Company") have been passed, to wit, the Act of the Thirty-eighth Year of *George* the Third, Chapter Thirty-three; the Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine; the Act of the Fifty-second Year of *George* the Third, Chapter One hundred and ninety-five; the Acts of the Fifty-sixth Year of *George* the Third, Chapters Four and Eighty-five; the Acts of the Fifty-ninth Year of *George* the Third, Chapters Sixty-six and One hundred and eleven; the Act of the Fifth Year of *George* the Fourth, Chapter Thirty-five; the Act of the Sixth Year of *George* the Fourth, Chapter Forty-five; the Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty; the Act of the Session of the Fifth and Sixth Years of *William* the Fourth, Chapter Ninety-five; the Act of the

Grand Junction Waterworks Act, 1856.

Session of the Seventh and Eighth Years of Her present Majesty, Chapter Thirty, "The *Grand Junction* Waterworks Act, 1852," and "The *Grand Junction* Waterworks Act, 1855:" And whereas, as appears by Recitals in the Act of the Thirty-eighth Year of *George* the Third, Chapter Thirty-three, an Agreement was, in the Year One thousand seven hundred and ninety-eight, entered into between the then Lord Bishop of *London* and his Lessees and the Company of Proprietors of the *Grand Junction* Canal (in this Act called "the Canal Company") for a Lease to the Canal Company of certain Pieces of Land in the Parish of *Paddington*, Part of the Estate there belonging to the Lord Bishop and his Lessees, and for the perpetual Renewal of such Lease, and it was thereby agreed that such Leases should contain proper Clauses to enable the Canal Company to supply with good and wholesome Water the Inhabitants of the several Buildings then erected or to be erected upon the Lands intended to be demised to them, and other Lands within the Parish, then the Estate of the Lord Bishop and his Lessees, and of certain other Proprietors of Estates within the Parish who might be desirous of the same, from the *Grand Junction* Canal or from any Reservoirs they should make on that or other Land, and for that Purpose to erect requisite Works upon the Land so to be leased to the Canal Company, and to lay Pipes as therein expressed for conveying the Water, and that when the Works should be established the Canal Company should supply with Water all the Under-tenants of the Estate belonging to the Bishopric of *London* in the Parish, at their respective Houses, at a lower Rate than any other Water Company then supplied Houses in and about the Metropolis of the same Magnitude and Description: And whereas by the Act of the Thirty-eighth Year of *George* the Third, Chapter Thirty-three, that Agreement was confirmed, and the Canal Company were authorized to make Works and supply Water from the *Grand Junction* Canal Cuts and Reservoirs, pursuant to the Intent and Meaning thereof, and to lay Pipes and do other Works for the Purposes of such Supply: And whereas at the Time of the passing of that Act there were no fixed Rates at which the Metropolitan Water Companies were bound to supply Water, but their Charges for Water Supply were to be in every Case such as might be mutually agreed on between the Water Companies and Persons desirous of being supplied by them respectively, and the Charges then made by them respectively were not made on any one Scale: And whereas, as appears by Recitals in the Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, an Agreement was in the Year One thousand eight hundred and eleven entered into between the Canal Company and *Samuel Hill*, on behalf of himself and others, for the making by the said *Samuel Hill* and others of the Waterworks referred to in the recited Agreement of One thousand seven hundred and ninety-eight, and for the granting

to

to him and them by the Canal Company of a Lease of the Powers, Licences, and Privileges by the first-recited Act granted to them, and of the Land requisite for the Waterworks thereby authorized: And whereas by the said Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, that Agreement was confirmed, and the said *Samuel Hill* and others were incorporated into a Company by the Name of "The *Grand Junction* Waterworks Company" (in this Act called "the Company"), and the Company were (by Section Twenty-nine) authorized to exercise the like Powers and Authorities for making and maintaining Waterworks, and for carrying into effect the recited Agreement of One thousand eight hundred and eleven, as were by the first-recited Act granted to the Canal Company, but no further or greater Powers and Authorities, and to supply Water accordingly: And whereas by Section Thirty-three of that Act it was provided and enacted that the Company should and they were thereby required, from Time to Time and at all Times thereafter, to supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* aforesaid with Water at the Rate of Ten Pounds *per Centum* at the least below the average Rate which should be demanded and taken by the Company, or by any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of Houses of the like Magnitude and Description of any other of the Districts or Streets within the Cities of *London* and *Westminster*: And whereas at the Time of the passing of that Act a Supply of good and wholesome Water could be obtained from the *Grand Junction* Canal and the Cuts and Reservoirs thereof, and the Site and Extent of the Waterworks thereby authorized were sufficient and convenient for the Supply of Water then contemplated, the Buildings on the Estate of the Lord Bishop then requiring such Supply being only the Ten Houses formerly *Connaught Place*, and being Houses of like Magnitude and Description, and the Ten Stables to those Houses: And whereas at that Time there were no fixed Rates at which the Metropolitan Water Companies were bound to supply Water, but their Charges for Water Supply were still left to be settled by mutual Agreement, and were not made on any one Scale, nor were the Companies under any legal Obligation to supply Water: And whereas the Waterworks by the recited Acts authorized were made by the Company on Land leased to them by the Canal Company, being Part of the Land belonging to the Lord Bishop of *London* and his Lessees, comprised in the recited Agreement of One thousand seven hundred and ninety-eight, and were supplied with Water from the *Grand Junction* Canal, or the Cuts and Reservoirs thereof: And whereas by the Act of the Fifty-ninth Year of *George* the Third, Chapter One hundred and eleven, Provision was made for the Supply of Water to the Waterworks of the Company being taken from the River *Thames* instead of from the *Grand Junction* Canal

and

and the Cuts and Reservoirs thereof, by reason of the Quality of the Water in that Canal and those Cuts or Reservoirs having become objectionable: And whereas by the Act of the Sixth Year of *George* the Fourth, Chapter Forty-five, Provision was made (by Section Two) for the granting of Building Leases of Parts of the Estate of the Lord Bishop and his Lessees, and it was enacted (by Section Nine) that all Leases granted and to be granted under the Authority of the Acts therein recited and that Act, or any of them, by the Persons therein named, (being, as appears by the Recitals therein, Lessees of the Lord Bishop,) their Executors, Administrators, or Assigns, or the Lessees for the Time being under any renewed Lease from the Lord Bishop, or by his or their Executors, Administrators, or Assigns, or by any other Person or Persons who for the Time being might be the Tenant or Tenants to the Lord Bishop under the therein recited Lease, or any future renewed Lease, should be or be deemed as or in the Nature of Under-leases by the Lessors in such Leases respectively, and their respective Executors, Administrators, and Assigns, and to the Lessees or Lessee accepting or taking a renewed Lease or Leases from the Lord Bishop and his or their Executors, Administrators, or Assigns: And whereas that Act did not contain any Saving of any Claim of any of the Lessees or Tenants of the Estate belonging to the See of the Lord Bishop at *Paddington* to be deemed with respect to the Charges for the Supply of Water by the Company Lessees or Tenants of that Estate: And whereas since the passing of that Act many Under-leases for Building Purposes have been granted under the Authority of that Act and the Acts therein recited, or some of them, and the Number of Houses and other Buildings now on that Estate is Four thousand six hundred and seventy or thereabouts, and by far the greatest Number of those Houses and other Buildings are held by Under-leases: And whereas by the Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty, the Incorporation of the Company as a Waterworks Company for making and maintaining Waterworks for supplying with good and wholesome Water from the River *Thames* the Inhabitants of the several Buildings erected and to be erected within the Parish of *Paddington*, and the Parishes and Streets adjacent, was confirmed in perpetuity, and Provision was made (by Section Five) for the Conveyance by the Canal Company to the Company of Land in the Parish of *Paddington*, comprising the Waterworks and Reservoirs of the Company; and it was (by Section Twenty-seven) provided and enacted that the Company should be obliged, by means of any Leaden or other Pipe or Pipes, the Bore thereof to be of the Dimensions of Three Quarters of an Inch (or larger, if the Company should require), the same to be provided and laid at the Cost of the Person or Persons requiring the same, to furnish a sufficient Supply of Water, at a Height not exceeding Six Feet above the Flag Pavement, to the House of every

every Inhabitant occupying a private Dwelling House in any Square, Place, Street, or Lane where the Pipes of the Company should be laid, for the Use of his or her own Family, at the following Rates *per Annum*, (that is to say,) where the Rent of such Dwelling House should not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent should be above Twenty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent should be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent should be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent should be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent should be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate should be payable according to the actual Amount of the Rent where the same could be ascertained, and where the same could not be ascertained, according to the actual Amount or annual Value upon which the Assessment to the Poor's Rate was computed in the Parish or District where the House was situated; provided nevertheless, that the Company should not be entitled to receive from any such Inhabitant more than the Sum of Twenty Pounds in any One Year for such Supply, nor should the Company be obliged to furnish such Supply to any such Inhabitant for less than Twelve Shillings in any One Year unless they should think fit so to do; provided also, that in case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or her own Family Consumption, or in case of Persons requiring a Supply of Water for Hotels, public Chambers, Clubs, or Subscription Houses, Baths, Fountains, Ponds, Pools, Closets, Waterclosets (such Closets or Waterclosets being supplied from any other Cistern than a Cistern for domestic Purposes situated within Six Feet of the Flag Pavement), or Stables, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply should be furnished by the Company in such Cases at such Rate as should be settled by and between the Directors and such Persons respectively; and it was (by Section Twenty-eight) provided and enacted that the Company should and they were thereby required, from Time to Time and at all Times thereafter, to supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* with Water at the Rate of Ten Pounds *per Centum* at the least below the average Rate which should be demanded and taken by

the Company, or any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of Houses of the like Magnitude and Description of any other of the Districts or Streets within the Cities of *London* and *Westminster*: And whereas Doubts exist whether the Privilege conferred by that Section Twenty-eight was a Privilege to receive at a reduced Rate only a Supply of Water at a Height not exceeding Six Feet above the Flag Pavement, and only for Family Consumption, and whether the reduced Rate was to be ascertained by reference to the Charges received by Agreement with Persons supplied or by reference to Charges for a Supply of Water at not exceeding that Height, and only for Family Consumption: And whereas the great Increase of the Number of Houses built on the Estate of the Lord Bishop and in the Neighbourhood thereof, and other Circumstances, rendered it expedient that the Company should provide other Waterworks and Reservoirs at a Distance from that Estate, and they accordingly provided them: And whereas by the Act of the Session of the Fifth and Sixth Years of *William* the Fourth, Chapter Ninety-five, the Company were authorized to obtain a Supply of Water from the River *Thames* near *Kew Bridge*, and to supply such Water accordingly at the Rates and subject to the Restrictions of the recited Acts then in force; and it was by Section Forty provided and enacted that nothing therein contained should prejudice the Estate belonging to the See of the Lord Bishop of *London* in the Parish of *Paddington*, or alter, lessen, or abridge any of the Rights, Liberties, or Privileges of the Lord Bishop or his Lessees in, over, or upon the same or any Part thereof, or lessen or abridge any of the Clauses or Provisions contained in any of the recited Acts for the Protection or Benefit of the Lord Bishop or his Lessees, but that Act did not contain any Saving of any Rights of Under-lessees or Tenants of any Part of that Estate: And whereas, as appears by the Recital in the Act of the Session of the Seventh and Eighth Years of Her present Majesty, Chapter Thirty, of an Agreement made in the Year One thousand eight hundred and forty-four between the Lord Bishop, his Lessees, the Canal Company, and the Company, it having become unnecessary for the Company to maintain their Reservoirs and other Works on the Estate of the Lord Bishop, the Company were desirous of letting the Sites thereof as Building Ground, and applied to the Lord Bishop and his Lessees for their Consent to the Appropriation of the Leasehold Parts thereof to Building Purposes, and they, being satisfied that it would tend greatly to the Improvement of that Estate, consented upon Conditions therein expressed, one of those Conditions being that the Company should give up Parts of their Lands in the Parish as Sites for a then intended Hospital and a then intended Church, and should supply the several Lessees or Tenants of that Estate, including the Inhabitants of the Houses proposed to be built

on

on the Sites of those Reservoirs and Works of the Company, with an equal Supply of Water from their new Reservoirs and Works at the like Rate and in the like Manner as provided by the recited Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine: And whereas by the Act of the Session of the Seventh and Eighth Years of Her present Majesty, Chapter Thirty, that Agreement, with a Modification thereof requiring the Company to sell their Land for Building Purposes instead of leasing it, was confirmed, and Parts of their Land were appropriated as Sites for the intended Hospital and the intended Church: And whereas the Company accordingly wholly removed their Waterworks from the Parish of *Paddington*, and have disposed of the Sites of their Reservoirs and Works there, or the greatest Part thereof, and Houses have been built thereon: And whereas it is questionable whether when the Company had removed their Waterworks from the Parish of *Paddington*, and had given up for the Benefit of the Parish the Sites for the intended Hospital and intended Church (both of which have for some Time been built), and had disposed of their remaining Land in that Parish, the Consideration for the Privilege conferred by Section Thirty-three of the Act of the Fifty-first Year of *George* the Third, Chapter Sixty-nine, on the Lessees and Tenants of the Estate of the Lord Bishop had not wholly failed: And whereas by "The *Grand Junction* Waterworks Act, 1852," (with which the greater Part of "The Waterworks Clauses Act, 1847," was incorporated,) the Company were authorized to take a Supply of Water from the River *Thames* at *Hampton*, and to make and maintain additional Waterworks for the Purpose, and for supplying such Water within the Limits of that Act, including the Parish of *Paddington*; and it was (by Section Forty-six) enacted that the Company should, at the Request of the Owner or Occupier of any House in any Street within the Limits of their Act in which any Pipe of the Company should be laid, or of any Person who, under the Provisions of that Act, or any Act incorporated therewith, should be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Purposes at the Rates therein-after specified; (that is to say,)

Where the annual Value of the Dwelling House or other Place supplied should not exceed Two hundred Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Four Pounds, and where such annual Value should exceed Two hundred Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Three Pounds:

If there should be a Watercloset or Waterclosets, or fixed Bath or Baths, or any High Service in such Dwelling House or Place, then, in addition

addition to the Rates above specified, the following Rates should be payable; (that is to say,)

Where the annual Value of such House should exceed Thirty Pounds, but should not exceed Fifty Pounds, a Rate not exceeding Four Shillings *per Annum* for each single Watercloset, fixed Bath, or High Service, and a further Sum of Two Shillings for each additional Watercloset, fixed Bath, or High Service; where such annual Value should exceed Fifty Pounds, but should not exceed One hundred Pounds, a Rate not exceeding Six Shillings *per Annum* for each single Watercloset, fixed Bath, or High Service, and a further Sum of Three Shillings for each additional Watercloset, fixed Bath, or High Service;

Where such annual Value should exceed One hundred Pounds, but should not exceed Two hundred Pounds, a Rate not exceeding Eight Shillings for each single Watercloset, fixed Bath, or High Service, and a further Sum of Four Shillings for each additional Watercloset, fixed Bath, or High Service;

Where such annual Value should exceed Two hundred Pounds, but should not exceed Three hundred Pounds, a Rate not exceeding Ten Shillings for each single Watercloset, fixed Bath, or High Service, and a further Sum of Five Shillings for each additional Watercloset, fixed Bath, or High Service;

And where such annual Value should exceed Three hundred Pounds, a Rate not exceeding Twelve Shillings for each single Watercloset, fixed Bath, or High Service, and a further Sum of Six Shillings for each additional Watercloset, fixed Bath, or High Service;

And it was (by Section Forty-seven) enacted that the Expression "High Service" in that Act should mean and be considered as being a Delivery of Water at an Elevation more than Ten Feet above the Footway or Pavement in front of the Dwelling House or other Place supplied; and it was (by Section Forty-eight) enacted that a Supply of Water for domestic Purposes should 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 Baths, Horses, 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; and it was (by Section Forty-nine) enacted that the Company might supply any Person or Body within their Limits with Water to be used within such Limits for other than domestic Purposes at such Rate and upon such Terms and Conditions as should be agreed upon between the Company and the Person or Body requiring such Supply; and it was (by Section Fifty) enacted that the Company might at their own Instance, and should at the Request of any Owner or Occupier of any

Premises

Premises situate in or adjoining any Street in which any Main or Service of the Company should be laid, and who required a Supply of Water by Measure for Purposes other than the Purposes in respect of which Rates were by that 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 might charge for such Supply not exceeding the following Rates for each One thousand Gallons; (that is to say,)

In respect of ordinary Service—

When the quarterly Consumption of Water did 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 the several Rates last therein-before specified and authorized for ordinary Service:

Provided that the Company should not be required so to supply Water in any less Quantity than Twenty-five thousand Gallons in any Quarter of a Year; and it was (by Section Fifty-eight) provided that nothing contained in that Act or in any Act incorporated therewith should authorize the Company to purchase any Part of the Estate at *Paddington* in the County of *Middlesex* belonging to the See of the Bishop of *London* without the Consent in Writing of the said Lord Bishop of *London* for the Time being, and of the Trustees or Trustee for the Time being of the Local or Local and Personal Act of the Thirty-fifth of *George* the Third, Chapter Eighty-three, and of the several Acts since passed for amending and enlarging the same, nor should anything contained in the now reciting Act, or in any Act incorporated therewith, lessen, interfere with, or prejudicially affect any Rights or Privileges of the said Bishop and Trustees or Trustee, or any of them, or their or any of their Lessees, or the Tenants or Occupiers for the Time being of the said Estate at *Paddington*, under or by virtue of the recited Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, or otherwise howsoever: And whereas it is questionable whether the recited Provisions of Sections Forty-six to Fifty, both inclusive, of the *Grand Junction* Waterworks Act, 1852, did not confer on the Company an absolute Right to demand and take from all Persons supplied by them with Water the several Rates and Charges thereby authorized: And

whereas by the *Grand Junction* Waterworks Act, 1855, in which it was recited that the Funds of the Company were insufficient to enable them to complete the Works authorized by their Acts, and required by the Metropolis Water Act, 1852, in order to enable them to comply with the Requirements of that Act, they were authorized to raise further Sums; and by Section Twenty-three of the now-reciting Act it was provided that nothing contained in that Act, or in any Act incorporated therewith, should authorize the Company to purchase any Part of the Estate at *Paddington* in the County of *Middlesex* belonging to the See of the Bishop of *London* without the Consent in Writing of the Lord Bishop of *London* for the Time being, and of the Trustees or Trustee for the Time being of the Local or Local and Personal Act of the Thirty-fifth of *George* the Third, Chapter Eighty-three, and of the several Acts since passed for amending and enlarging the same; nor should anything contained in the now-reciting Act, or in any Act incorporated therewith, lessen, interfere with, or prejudicially affect any Rights or Privileges of the said Bishop and Trustees or Trustee, or any of them, or their or any of their Lessees, or the Tenants or Occupiers for the Time being of the Estate at *Paddington* under or by virtue of the Act of the Fifty-first of *George* the Third, Chapter One hundred and sixty-nine, or otherwise howsoever: And whereas a Question has been raised whether Section Twenty-three of the *Grand Junction* Waterworks Act, 1855, affected the Right of the Company under the *Grand Junction* Waterworks Act, 1852, to demand and take from all Persons supplied by them with Water the several Rates and Charges thereby authorized: And whereas a Question has been raised whether, by reason of the Exemptions conferred by Section Thirty-three of the recited Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, and Section Twenty-eight of the recited Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty respectively, having been Exemptions from Rates which the Company were by those Acts respectively authorized to demand and take, and by reason also of their Powers to demand and take those Rates having been repealed, those Exemptions have not consequently been repealed or have not ceased: And whereas at divers Times Occupiers of Houses on Parts of the Estate of the Lord Bishop have alleged a Right to be supplied with Water by the Company at Rates below the Rates charged by them to other Persons, but (so far as is now known to the Company) no Proceedings were at any Time from the Establishment of the Waterworks down to the Year One thousand eight hundred and fifty-four ever taken by any Person to enforce any such alleged Right: And whereas in the Year One thousand eight hundred and fifty-three, after the Company's Act of One thousand eight hundred and fifty-two came into operation, the Company revised their Water Rates so as to

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bring the same within the Scale by that Act prescribed; and with a view to avoid all Risk of Litigation with Occupiers of Houses on the Estate of the See of *London* they made in their favour a greater Reduction than they made in favour of Occupiers of other Houses in the Parish of *Paddington*: And whereas, notwithstanding such Reduction, in the Year One thousand eight hundred and fifty-four a Notice was given to the Company on the Part of One of the Under-lessees or Under-tenants of Part of the Estate of an Intention to take Proceedings against the Company to enforce such alleged Right, but no Proceedings were taken on that Notice: And whereas, notwithstanding such Reduction, Proceedings were, in or about the Month of *March* in the Year One thousand eight hundred and fifty-five, taken against the Company by another of the Under-lessees or Under-tenants of Part of the Estate to enforce such alleged Right, and were resisted by the Company, and Litigation thereon, in a Case of the *Grand Junction* Waterworks Company against *Andrews*, being an Action of Replevin arising thereout, is still pending: And whereas it is questionable whether any Persons claiming by virtue of Leases granted under the recited Act of the Sixth Year of *George* the Fourth, Chapter Forty-five, being by virtue of that Act only Under-lessees or Under-tenants of the Estate, are Lessees or Tenants of the Estate within the Meaning of the recited Acts of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, Section Thirty-three, and the Seventh Year of *George* the Fourth, Chapter One hundred and forty, Section Twenty-eight, respectively: And whereas the Company alleged that such alleged Right, if existing, is a Right to an Exemption of which the Limits and Extent could not be so ascertained as to enable the Company to determine and fix, in accordance therewith, the Rates to be charged by them for a Supply of Water to the Estate of the Lord Bishop, and the Company also allege that whatever might be the Decision in the pending Case of the Company against *Andrews*, or in any other Litigation, the Decision therein would only determine whether or not the Rate in question therein was or was not accurate, and could not decide whether or not any other Rate then or thereafter charged by the Company for a Supply of Water to any other House on the Estate of the Lord Bishop was accurate, and therefore could not enable either the Company or any Person claiming such alleged Right to ascertain the Accuracy of any other than the one Rate in question: And whereas the Company ground those Allegations by them on the following Facts; to wit,

First, That the Amount of the Rates for Water Supply demanded and taken by the other Metropolitan Water Companies respectively for Houses of a similar Magnitude is a frequently varying Amount;

Secondly, That the Quantity of Water supplied by the Company and the other Metropolitan Water Companies respectively to Districts or Streets is a frequently if not a constantly varying Quantity;

Thirdly, That the Quantity of Water supplied by the Company or any other Metropolitan Water Company to any One House, or to all the Houses of like Magnitude and Description in any District or Street, is a Quantity not accurately ascertainable;

Fourthly, That the Number of the Houses supplied with Water by the Company and the other Metropolitan Water Companies respectively is a constantly varying Quantity;

Fifthly, That neither the recited Act of the Fifty-first of *George* the Third, Chapter One hundred and sixty-nine, nor the recited Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty, affords any Means for ascertaining the Likeness in point of Magnitude and Description of Houses situate in Districts or Streets of various Character, the annual Value of the House in respect of which the Water Rate is assessed being dependent on Locality and not on Magnitude;

Sixthly, That it is for all practical Purposes impossible to deduce from these constantly or frequently fluctuating or uncertain Data any certain Conclusion;

Seventhly, That if at any one Time the Company could arrive at a certain Conclusion from the Data then ascertainable by them, any Alteration either of any Rate demanded by any other Metropolitan Water Company or of the Quantity of Water supplied either by the Company or by any other Metropolitan Water Company, or of the Number or Magnitude or Description of the Houses so supplied, would render that Conclusion useless;

Eighthly, That the Rate so ascertained in order to its Accuracy would require to be assessed quarterly or half-yearly, and the Districts supplied by other Companies in the Cities of *London* and *Westminster* to be gone through, and the average Charge made by such other Companies for the Supply of Water ascertained for all the Houses varying in Magnitude in the said District, which the Company have no Power or Means of doing;

Ninthly, That in order to arrive at a correct Assessment, founded on the average Charge made by the Company or by any other Company or Companies supplying Districts or Streets in the Cities of *London* or *Westminster*, all the Houses of the same Magnitude and Description in the District supplied by the Company or by any other Company or Companies, and the Charges for such Supply by such respective Company or Companies, must be accurately ascertained, which is wholly impracticable:

And

And whereas the Company also allege that some of the other Metropolitan Water Companies do not supply to any Houses in their Districts or the Streets therein a Quantity of Water equal to the Quantity which the Company supply to Houses of the like Magnitude and Description on the Estate of the Lord Bishop: And whereas the only certain Rates for a Supply of Water by the Company and by the other Metropolitan Water Companies respectively, which are practically ascertainable as well by the Lessees and Tenants of the Estate of the Lord Bishop as by the Company, are the Rates which are fixed by the recited Act of the Session of the Fifteenth and Sixteenth Years of Her present Majesty, Chapter One hundred and fifty-seven, and by the several Acts relating to the other Metropolitan Water Companies respectively, and which Rates respectively are so fixed, not with respect to the Magnitude and Description of the Houses supplied with Water, but with respect to the annual Value of such Houses: And whereas it is of Importance as well to the Persons claiming such alleged Right as to the Company that all Questions with respect to the same be set at rest, and in order thereto, and to avoid the Risk of future Litigation, the Company and certain Parties representing a large Proportion of the Persons claiming such alleged Right are willing and have agreed and it is expedient that such Provision be made in that Behalf as by this Act is made: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for all Purposes as "*Grand Junction* Waterworks Act, 1856."

Provisions of recited Acts for exempting Lessees, &c. in Paddington from Rates for Water Supply repealed.

II. From and after the passing of this Act, Section Thirty-three of the recited Act of the Fifty-first Year of *George* the Third, Chapter One hundred and sixty-nine, and Section Twenty-eight of the recited Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty, and all other Clauses and Provisions of the recited Acts or any of them, or of the Agreements or other Instruments therein respectively recited, or any of them, for conferring on any Owners, Lessees, Tenants, or Under-lessees, Under-tenants, Occupiers, or Inhabitants of the Estate in the Parish of *Paddington* belonging to the See of the Lord Bishop of *London*, or any Part thereof, any Exemption from Liability to any Rates or Charges for any Supply of Water by the Company, or any Exemption from Liability to the full Amount of any such Rates or Charges, so far, if at all, as those Clauses

and Provisions, or any of them, are now in force, or any such Exemption from Liability could now be lawfully claimed, and all Rights, Remedies, Claims, and Demands whatsoever under or by virtue of or with respect to those Clauses and Provisions, or any of them, or any such Exemption from Liability, are by this Act repealed, and shall be wholly and for ever annulled and extinguished.

Act not to affect pending Cause, The Company *v.* Andrews.

III. Provided always, That this Act or anything therein shall not in any way prejudice or affect the recited Cause The *Grand Junction* Waterworks Company against *Andrews*, or any past, pending, or future Proceedings therein or with respect thereto, but on the contrary that Cause and all Proceedings therein may be continued and take effect, whether in favour of or against the Company, in like Manner in all respects as if this Act were not passed: Provided also, that this Act shall not give any Validity to any such Proceedings which they would not have had if this Act were not passed.

Rates at which Water is to be supplied in Part of Paddington for domestic Purposes.

IV. From and after the Twenty-ninth Day of *September* One thousand eight hundred and fifty-six, the Company shall, at the Request of the Owner or Occupier of any House in any Street or Place, being on the Estate in the Parish of *Paddington* belonging to the See of the Lord Bishop of *London*, in which any Pipe of the Company shall be laid, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Purposes at Rates less in the Proportion of Fifteen Pounds *per Centum* than the several Rates specified in Section Forty-six of "The *Grand Junction* Waterworks Act, 1852."

In all other Cases Rates authorized by Company's Act of 1852 may be taken.

V. Provided always, That, except only as is by this Act expressly provided with respect to Rates for a Supply of Water after the Twenty-ninth Day of *September* One thousand eight hundred and fifty-six for domestic Purposes to Owners or Occupiers of Houses on the said Estate in the Parish of *Paddington* belonging to the See of the Lord Bishop of *London*, or to other Persons, to be supplied for domestic Purposes on that Estate, the Company from and after the passing of this Act may demand and take from all Owners, Occupiers, and other Persons from Time to Time supplied by the Company with Water for domestic or other Purposes the several Rates respectively authorized by "The *Grand Junction* Waterworks Act, 1852."

15 & 16 Vict. c. clvii. and this Act to be read as One Act.

VI. From and after the passing of this Act "The *Grand Junction* Waterworks Act, 1852," save so far as any of the Clauses and Provisions thereof are by this Act repealed or altered, and this Act, shall be read and have effect as if they were One Act.

VII. This

VII. This Act or anything therein shall not exempt the Company from the Provisions of "The *Metropolis* Water Act, 1852," or any other General Act relating to the Supply of Water to the Metropolis or the Suburbs thereof now in force, or which may pass during the present Session of Parliament. Company not exempt from Provisions of present and future General Acts.

VIII. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be borne and paid by the Company as Part of the general Expenses of their Undertaking. Expenses of Act.

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