CHAPTER cx.

An Act for authorizing the construction of Works for supplying Sea Water to certain parts of London and other places; and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS the supply of sea water for sanitary and other purposes to certain parts of London and other places within the limits of this Act subject to the provisions in this Act contained would be of public and local advantage and such supply could be obtained at Lancing on the sea coast in the county of Sussex:

And whereas it is expedient that the works by this Act authorized should be made and maintained:

And whereas the persons in this Act named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas plans and sections of the works by this Act authorized showing the lines and levels thereof and the lands which may be taken compulsorily for the purposes of this Act and also books of reference to the plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of such lands have been deposited with the clerks of the peace for the counties of Sussex Surrey and Middlesex respectively and those plans sections and books of reference are in this Act referred to as "the deposited plans sections and books of reference:"

And whereas the objects of this Act cannot be effected 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:

A.D. 1881.

Short title.

1. This Act may be cited for all purposes as the London Sea Water Supply Act, 1881.

Incorporation of general Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.—
10 & 11 Vict. c. 17.
26 & 27 Vict. c. 93.

2. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock of the Companies Clauses Act 1863 the Lands Clauses Consolidation Acts 1845 1860 and 1869 and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof are (except where expressly varied by this Act) incorporated with and form part of this Act and subject to the provisions of this Act clauses two to thirteen both inclusive sixteen to thirty-four both inclusive forty-eight to sixty-seven both inclusive eighty-five to ninety-four both inclusive of the Waterworks Clauses Act 1847 and clauses three to ten both inclusive and thirteen to twenty-one both inclusive of the Waterworks Clauses Act 1863 shall be incorporated with this Act and shall be interpreted and applied wherever applicable as if the words "sea water" had been used in those Acts instead of the word "water."

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company incorporated by this Act, the expression "the works" or "the waterworks" or "the undertaking" means the waterworks and the undertaking by this Act authorized to be made the expression "the limits" means the limits of the Act hereinafter defined the expression "water" means sea water and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Limits of Act.

4. The limits of this Act for the supply of sea water shall be the parishes of Lancing Combes Sompting Botolphs Bramber Steyning Ashurst West Grinstead Shipley Horsham Warnham and Rusper in the county of Sussex Capel Dorking Mickleham Leatherhead Malden Chessington Kingston-upon-Thames Putney Wimbledon Wandsworth and Saint Mary Battersea in the county of Surrey Fulham Saint Peter and Saint Paul Hammersmith and Saint Mary Abbott Kensington in the county of Middlesex.

A.D. 1881.

Company incorporated.

5. Robert Jewel Cook George Heiron William Henry Cressy Hammond and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the waterworks and works by this Act authorized and for other the purposes of this Act and for those purposes shall be incorporated by the name of "The London Sea Water Supply Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make works.

6. Subject to the provisions of this Act the Company may make and maintain in and according to the lines and levels shown on the deposited plans and sections the reservoirs pumping station conduits and lines of pipes and other works and conveniences following or some of them:—

A conduit (No. 1) wholly in the parish of Lancing in the county of Sussex commencing at or about five hundred yards measured seawards in a straight line from a point which is forty yards south-west from Bank Cottage on the northern side of road leading from Worthing to New Shoreham and opposite a field belonging or reputed to belong to Mr. Henry Thomas Northcroft and numbered 166 on the tithe map of the said parish of Lancing which commencement is about four hundred and forty yards measured in a south-easterly direction from the nearest corner of the Coastguard Station in the said Worthing and New Shoreham road and terminating in the southern end of the reservoir (No. 2) hereinafter described.

A reservoir (No. 2) and pumping station connected therewith wholly in the said parish of Lancing and situate in the said field numbered 166 on the tithe map of that parish.

A conduit (No. 3) commencing in and out of the pumping station hereinbefore described and terminating in the parish of Saint Mary Battersea in the county of Surrey at or near the junction of Saint John's Hill and Falcon Lane.

A conduit (No. 4) commencing in and out of the said conduit No. 3 in the Steyning Bostal Road at a point which is twenty yards or thereabouts east of the boundary-stone marking the division of the boundaries of the parishes of Bramber and Steyning and terminating in the reservoir No. 5 hereafter described.

A.D. 1881.

A reservoir (No. 5) situate on Steyning Round Hill the south-eastern corner of which reservoir will be situated about one hundred and twenty yards west of the boundary stone before described which reservoir will be wholly situate in the parish of Steyning.

A conduit (No. 6) commencing out of conduit No. 3 in the parish of Wandsworth in the county of Surrey at or near the junction of Love Lane and High Street and passing along Love Lane and Point Pleasant thence under the river Thames and terminating in Maclise Road in the parish of Saint Peter and Saint Paul Hammersmith in the county of Middlesex at about sixty yards west of Addison Road railway station.

Together with all necessary and convenient approaches embankments roads ways wells tanks filtering beds and tunnels dams sluices outfalls channels conduits drains mains pipes engines gauges works and conveniences for collecting filtering storing and distributing sea water and may enter upon purchase take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof shall be incorporated with and form part of this Act and those provisions shall for the purposes of this part of this Act be construed as if the waterworks by this Act authorized were therein mentioned instead of the railway and as regards the reservoirs and conduits by this Act authorized as if the boundary of such reservoir and the centre line of such conduits were therein mentioned instead of the centre line of the railway. And the Company may take collect and divert into the reservoirs and works by this Act authorized and therein impound and thence distribute the waters from the sea at or near the point of commencement of the conduit (No. 1) by this Act authorized.

Restriction as to breaking up streets, &c. within the Metropolis. 18 & 19 Vict. c. 120.

7. Notwithstanding anything in this Act or in the Waterworks Clauses Act 1847 the Company shall not open break up or interfere with any street bridge sewer drain or tunnel within the Metropolis as defined by the Metropolis Management Act 1855 except for the purpose of laying down and maintaining the conduits Nos. 3 and 6 hereinbefore described and communication pipes from the said conduits to the houses or buildings abutting on the streets or roads in which such conduits will be laid and for the purpose of stand pipes and the Company shall not open or break up any street or

road within the Metropolis for the purpose of laying down and maintaining such communication pipes from the said conduits to the said houses or buildings and for stand pipes except subject to the same conditions as to obtaining the consent of the vestries or district boards within whose parishes or districts respectively such road or street may be situate as are required where house drains are being connected with sewers in such parishes or districts and under the control of such vestries and district boards respectively and subject also to the provisions of the Waterworks Clauses Act 1847. A.D. 1881.

Company may erect stand-pipes, &c.

8. The Company may erect stand-pipes or other apparatus in connection with their pipes in any road or streets in which their pipes are laid and may supply therefrom sea water provided such stand-pipes or other apparatus shall if situated in the thoroughfare of any road or street be made only with the approval in writing of the road authority in whom the control of such road or street is for the time being vested and in the case of any road or street situated in the Metropolis with the consent of the vestry or district board in whose control such road or street is vested.

Works below high water-mark.

9. The Company shall not construct any works on any part of the shore of the sea where and so far up the same as the tide flows and re-flows without the previous consent of the Board of Trade to be signified in writing and then only according to such plan and under such restrictions and regulations as the said Board approve of such approval being signified as last aforesaid and where any such work shall have been constructed with such consent as aforesaid the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals and if any such work shall be commenced or completed without such consent and approval the said Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such costs shall be a debt due to the Crown and recoverable against the Company accordingly Provided that nothing in this Act contained shall take away or abridge any right title or interest which any person may have in the foreshore below high water-mark nor shall anything herein contained be held to recognise or confirm any right title or claim of any person to the foreshore aforesaid but the right and title to such foreshore shall remain in the same state as if this Act had not been passed.

Alterations in plans to be approved by Board of Trade.

10. If the Company propose to make any deviations from or alterations in the deposited plans of their works so far as situated on the shore of the sea they shall before adopting and carrying such

A.D. 1881.

deviations or alterations into execution submit the plans thereof to the Board of Trade and no deviations from or alterations in the deposited plans shall be adopted by the Company unless approved by the Board of Trade such approval to be signified in such manner as they shall think proper.

Lights on works.

11. Where the Company is by this Act authorized to construct alter or extend any work on in over through or across tidal lands or a tidal water they shall on or near the work during the whole time of the constructing altering or extending thereof exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time may require or approve and (notwithstanding the enactments for the time being in force respecting lighthouses) shall also on or near the work when completed always maintain exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) for the guidance of ships as the Board of Trade from time to time may require or approve. If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Abatement of work abandoned or decayed.

12. If a work constructed by the Company on in over through or across tidal lands or a tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Expense of survey by Board of Trade.

13. If at any time the Board of Trade deems it expedient to order a survey and examination of any work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination; and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Protection of sewers in the Metropolis.

14. The Company shall not at any time commence any work in any street within the Metropolis as defined by the Metropolis Management Act 1855 until they shall have given to the Metropolitan Board of Works and to the vestry or district board of works constituted under that Act under whose control or management such street may be fourteen days' previous notice in writing of their

A.D. 1881.

intention to commence the same by leaving such notice at the principal office of such boards or board and vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such boards or board and vestry respectively as the case may be shall have signified their approval of the same unless any such board or vestry as the case may be do not signify their approval disapproval or other directions within fourteen days after service of the said plan sections and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards board and vestries respectively may deem necessary for the proper protection of and for preventing injury or impediment to any street sewers and works belonging to them or under their control respectively by or by reason of the said intended works or any part thereof and shall save harmless the said Metropolitan Board district board and vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such boards or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district boards and vestry respectively as the case may be as any sewers or works now are or hereafter may be and nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said Metropolitan Board district boards and vestries or any of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Protection of corporation

15. Notwithstanding anything in this Act or any Act incorporated herewith the works by this Act authorized so far as they

of Kingston-upon-Thames.

will be situate within the borough of Kingston-upon-Thames shall be constructed only subject to and in accordance with the following provisions:—

(1) It shall not be lawful for the Company to open break up or interfere with any road street bridge sewer drain or tunnel within the borough of Kingston-upon-Thames (except for constructing and maintaining the aqueduct conduit or line of pipes No. 3) without the consent of the mayor aldermen and burgesses of the said borough in writing under their corporate seal and subject in all respects to all terms and conditions upon which such consent may be given:

(2) No part of the aqueduct conduit or line of pipes No. 3 by this Act authorized so far as it will be within the said borough shall be commenced until proper plans sections and specifications thereof shall have been submitted to the mayor aldermen and burgesses of the said borough (hereinafter called "the Corporation") and approved by them in writing under their corporate seal and all work connected therewith or required for the renewal repair or maintenance thereof shall be executed in accordance with such plans sections and specifications under the superintendence and control and to the reasonable satisfaction of the surveyor for the time being of the said borough:

(3) The corporation may make such regulations as they may think fit for the protection of traffic and for preventing inconvenience thereto during the execution of any such work and as to the time at which and mode in which every such work shall be executed and of limiting the extent of the roadway to be broken up at any one time by the Company:

(4) Any street or road broken up by the Company shall be reinstated by them with all practicable despatch and shall for the period of one year thereafter be maintained and kept in a good state of repair at the cost and charges of the Company to the reasonable satisfaction of the said surveyor:

(5) If at any time within seven years after the passing of this Act any sewer authority shall require to lay down any sewer within any part of the said roads the corporation may call upon the Company by notice in writing to elect within one month after the date of such notice whether they will avail themselves of the powers within the said borough conferred on them by this Act and unless the Company signify in writing to the corporation within one month after such notice their election to avail themselves of such powers all such powers shall absolutely cease and determine:

A.D. 1881.

(6) If the Company elect to avail themselves of the said powers then the corporation may call upon the Company to lay down concurrently with any such sewer any main aqueduct or pipe which they may be authorized to lay in the portion of street in which such sewer will be laid and the Company shall on demand pay to the corporation the cost of breaking up and reinstating the said portion of street and if the said sewer be constructed by any sewer authority other than the corporation having power to call upon the corporation to contribute towards the expense thereof the amount so paid by the Company to the corporation may be paid by the corporation to such authority as part of their contribution and in relief of any rate which the corporation may have to levy for that purpose:

(7) All costs charges and expenses of the corporation or their officers with reference to the construction superintendence and supervision of any of the said works and the examination and approval of such plans sections and specifications as aforesaid shall be repaid on demand to the Company by the corporation:

(8) If the Company make default in complying with any provision of this section or with any regulation made by the corporation as aforesaid the corporation may in addition to any other remedy recover from the Company a penalty not exceeding five pounds for every such default and a further penalty not exceeding five pounds a day for every day during which such default shall continue.

(9) The Company shall at all times at their expense maintain the pipes and works laid and executed within the said borough in good and substantial repair order and condition to the reasonable satisfaction in all respects of the said surveyor and if and whenever the Company fail so to do the said corporation may do all such works and things as they think reasonably requisite in that behalf and the sum from time to time certified by such surveyor to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of repayment may be recovered with full costs by the said corporation in any court of competent jurisdiction.

Protection of Fulham district board.

16. For the protection of the board of works for the Fulham district (in this section called "the board") in addition to other protective provisions herein the following provisions shall have effect, viz.:—

A.D. 1881.

(1) Before the Company shall break up any road or street in the Fulham district they shall give to the Fulham board notice thereof (in writing) and such notice shall be delivered at the office of the board not less than fourteen days before commencing the work and the Company shall also deposit at or before the time of giving such notice the sum of five hundred pounds in the London and County Bank in the name of the Fulham board which said sum of five hundred pounds shall be returned to the Company free of all deductions whatsoever on the highways roads and streets and the footways thereof within the Fulham district being restored and maintained as provided in sub-section three hereof to the reasonable satisfaction of the said board and on payment of such costs charges and expenses as may be reasonably incurred by the board in relation to the works and acts of the Company but in the event of the Company failing to comply with the condition in the sub-section three hereof after the notice therein stated the board may execute the works of restoration reparation and maintenance therein specified themselves and the costs charges and expenses thereof and also all such other costs charges and expenses as may be reasonably incurred by the board in relation to the works and acts of the Company shall be deducted by the Board from the said deposit money of five hundred pounds and such balance of the five hundred pounds as may remain after such deduction shall be returned to the Company:

(2) Before the Company shall commence any works in the Fulham district which shall cause any temporary diversion or obstruction of any public highway road or street or any portion thereof or which shall cause any inconvenience to traffic the line of the said diversion and the arrangement and provision for the passage of traffic shall be approved by the board and the Company shall before commencing any such works at their own expense make such arrangement and provision for the passage of traffic as the said board shall (in writing) require:

(3) The Company shall within six months after any part of any public highway road or street within the Fulham district shall have been first broken up fill up and restore in a well-rammed and workmanlike manner in such manner and with such materials as the board may (in writing) direct and to the reasonable satisfaction of the said board the said highways roads or streets including the footways thereof and the Company shall also at their own expense keep and maintain in

such manner and with such materials as the board may from time to time (in writing) require the said highways roads or streets including the footways thereof in good and substantial repair in every respect to the reasonable satisfaction of the said board for six months next after the same shall have been so restored as aforesaid and if the Company fail refuse or neglect to comply with the written request of the said board and do not carry out or execute such works with such materials and in such manner as the said board may direct then and in that case the said board may themselves or by their officers or contractors at the expiration of seven days after the service of the notice of request to the Company (which notice of request shall be delivered at the office of the Company) proceed to carry out and execute the works matters and things referred to in the said notice of request and in that case the board may deduct the cost of the works so executed by them as provided in sub-section one hereof:

(4) No alteration of the surface levels of the public highways or other highways roads or streets shall be made by the Company without the previous sanction (in writing) of the board being obtained:

(5) All works affecting any public road or sewer under the jurisdiction of the board shall be executed and done to the reasonable satisfaction of the said board and at the costs charges and expenses of the Company and the costs charges and expenses of the said board occasioned by any act or proceedings of the Company in the construction of the works shall be defrayed by the Company:

(6) The Company shall not construct or make any embankment filtering beds pumping station or other works (except stand-pipes and meters as herein provided) or sink any well within twenty feet of any road or footpath in the Fulham district:

(7) The Company shall when required by the board pave with such materials and in such manner and to such width and breadth as may be approved by the board the footpath whereon any stand-pipe meter appliance or apparatus may be erected or made and the carriage-way of any road or street fronting such stand-pipe meter apparatus or appliance and also construct and make such drains and surface gratings as the board may require to provide for and carry off any waste water at such stand-pipes meters appliances and apparatus and for preserving the roads and footpaths contiguous thereto:

A.D. 1881.

(8) In case powers shall be granted to the Company by this Act so to do then after the Company shall have constructed their works and are able to supply sea water by means of the same they shall supply the board from their stand-pipes and appliances in the Fulham district such quantity of water as the board may require for the purposes of watering the public highways within their district and the board shall pay to the Company for the said water at the rate of not exceeding ninepence per one thousand gallons:

(9) The Company shall at any time if required by the board erect and construct for the sole use of the board and at the cost of the board additional and special stand-pipes meters and appliances which shall be maintained by the board and supply the board with water therefrom for the purpose of watering the public highways within the Fulham district and the board shall pay for such water at the rate of not exceeding ninepence per thousand gallons. The costs and charges of any paving works drains and gratings connected with such special stand-pipes meters and appliances shall be paid by the board. If the Company refuse or neglect to construct stand-pipes meters and appliances within one month after receiving notice from the board or if the Company fail or neglect to supply the board with water as provided by this and the last sub-section they shall pay to the board the sum of twenty shillings per day for every day during which they shall make default or fail or neglect or refuse to supply such water or (as the case may be) fail to erect such stand-pipes meters and appliances and the said penalty or penalties may be recovered in a summary manner:

(10) The Company shall if required by notice (in writing) from the board within fourteen days remove any stand-pipes meters appliances or apparatus erected in any road or street in the Fulham district but may re-erect the same in such other place or position as may be approved by the board:

(11) In the event of the Company at any time discontinuing the carrying on or use of the works authorized in the Fulham district or any part of such district the Company shall at their own expense if so required by notice (in writing) and to the satisfaction of the board do all such acts as may be required to put the roads streets and footpaths of such district into such state and condition as they would have been in if the powers conferred upon the Company by this Act had not been exercised in relation to such roads and streets:

(12) Nothing herein contained shall confer on the Company any right to or user exclusively or otherwise of any of the roads streets or footpaths in the Fulham district or any part thereof and the Company in carrying on their works and business and in using the said stand-pipes meters and appliances shall be subject to and they shall conform in every respect to such regulations as may be considered necessary by the board for the regulation of traffic the prevention of obstructions on and the preservation of the roads and footpaths near to and contiguous to the works stand-pipes meters and appliances of the Company:

(13) Any difference which may arise between the Company and the board under this enactment shall be from time to time referred to and be determined by an arbitrator to be appointed on the application of either party by the Board of Trade and the costs of the arbitration shall be in the discretion of the arbitrator:

(14) In this section the words "public highways" are intended to mean and shall mean and include any road street lane footway square court alley or passage of which the maintenance of the paving or the repairing thereof has been taken into charge and assumed by the board and the words "other highways road or streets" shall also mean and include the same and all other the roads streets lanes footways squares courts alleys or passages within the Fulham district.

Supply of sea water to Wandsworth district board of works.

17. In case powers shall be granted to the Company by this Act so to do then after the Company shall have constructed their works and are able to supply sea water by means of the same they shall supply the board of works for the Wandsworth district from their stand-pipes and appliances in the Wandsworth district such quantity of water as that board may require for the purpose of watering the public highways within their district and the said board shall pay to the Company for the said water at the rate of not exceeding nine pence per one thousand gallons.

Works in river to be executed under direction of the conservators.

18. All temporary or permanent works connected with the conduit No. 6 by this Act authorized so far as the same affect the River Thames or the bed shores or banks thereof shall be executed according to a plan and upon a site within the limits of deviation to be approved by the conservators of the River Thames and deposited at their office and shall also be executed and performed to the satisfaction of the engineer for the time being of the conservators and the traffic of the River Thames shall not be

A.D. 1881.

interfered with more than may be absolutely necessary and the Company shall within one month after notice from the conservators so to do remove any materials for temporary works which may have been placed in the river by the Company.

Works crossing river to allow for deepening of bed.

19. In crossing the River Thames the conduit No. 6 shall be placed at such a level as that the bed of the river both over the conduit No. 6 and on either side thereof for a distance of three hundred feet may at any time hereafter be deepened to the extent of thirty feet below the level of Trinity highwater mark and this provision shall apply to three hundred feet in the length of the said conduit No. 6 in the centre of the river and the said conduit No. 6 may rise from each end of the said length of three hundred feet by a uniform inclination towards each bank when the limit of depth may be twenty feet instead of thirty feet as aforesaid.

Lights to be exhibited during construction of works.

20. If during the placing of the conduit No. 6 and the works connected therewith any temporary works or materials are placed on the river the Company shall hang out and exhibit thereat or near thereto and for ever after until the completion of the works and the removal of such temporary works or materials every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed as the conservators of the River Thames by writing under the hand of their Secretary shall approve and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit ten pounds.

Works not to be commenced without notice to conservators.

21. The Company shall not make or commence any work whatsoever on the bed shore or banks of the River Thames or of any creek or inlet thereof until the expiration of one calendar month after notice to the conservators of the River Thames.

Company not to interfere with bed of river.

22. Nothing in this Act contained shall authorize or empower the Company to embank encroach upon or interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plan hereinbefore mentioned.

Company not to take gravel, &c., without consent of conservators.

23. The Company shall not take any gravel soil or other material from the bed of the river without the previous consent of the conservators of the River Thames signified in writing under the hand of their secretary.

Saving rights of conservators.

24. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the conservators of the River Thames or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of passing this Act the said conservators did or might lawfully claim use or exercise.

Protection of Surrey county bridges.

25. For the protection of Surrey county bridges and other property be it enacted as follows :—

(1) No line of pipes shall be carried over under or along any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches thereto so as to impair the structure of any such bridge or approach or to interfere unnecessarily with the traffic thereon and any works affecting such bridge or approach shall be constructed according to plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his reasonable satisfaction and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid provided that if the said surveyor neglect to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such neglect or omission shall be deemed an approval :

(2) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said justices all costs losses damages and expenses which may be occasioned to the justices or to any of their bridges or approaches by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission :

(3) The costs charges and expenses of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company :

Protection of Brighton Company.

26. For the protection of the London Brighton and South Coast Railway Company (herein referred to as the Brighton Company) the following provisions shall have effect namely :—

A.D. 1881.

(1) All works of the Company crossing or affecting the Railway of the Brighton Company under which term are included the stations sidings works conveniences and approaches connected with that railway shall if the Brighton Company so elect be executed by them at the expense of the Company under the superintendence and to the satisfaction of the engineer of the Brighton Company and according to plans and specifications to be previously submitted to the said engineer and such works shall be at all times maintained at the option of the Brighton Company either by that Company or by the Company in either case at the sole expense of the Company:

(2) If any difference shall arise between the engineer of the Brighton Company and the engineer of the Company concerning the said plans or specifications or concerning the execution of the said works every such difference shall be settled by an umpire to be appointed by the two engineers or if they cannot agree upon an umpire then by an umpire to be appointed by the Board of Trade on the application of either party:

(3) The said works shall be so constructed and maintained that the traffic upon the railway of the Brighton Company shall not be in any wise impeded and if by the neglect or default of the Company or from any other cause the said work shall fall into such condition as to damage or injure the said railway or to endanger the traffic on or impede or interfere with the use of the said railway the Brighton Company may repair or remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the Brighton Company in or about such repair or removal:

(4) If by reason of the construction or maintenance of the said works the traffic upon the railway of the Brighton Company shall be impeded the Company shall pay to the Brighton Company by way of liquidated damages in addition to the costs and expenses hereinbefore mentioned ten pounds for every hour during which such traffic shall be impeded:

(5) The Company shall also indemnify the Brighton Company for any damages or compensation which may be recovered against them by reason of any interruption of the traffic on their railway or by reason of any accident on the said railway which interruption or accident shall have been occasioned by the acts or defaults of the Company:

(6) The Company shall acquire an easement only in and upon any works land and property of the Brighton Company which

may be necessary for constructing and maintaining the pipes by this Act authorized to be laid :

(7) The amount to be paid for the acquisition of any easement upon or under any railway of the Brighton Company as hereinbefore provided shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement and any difference which may arise between the Brighton Company and the Company with respect to any matter arising out of these provisions shall be settled in like manner.

Provided always that subject to the stipulations before mentioned nothing herein contained shall prevent the Company from laying mains and pipes along any public street road highway or bridge crossing the railway of the Brighton Company.

Protection of South Western Company.

27. For the protection of the London and South Western Railway Company (herein referred to as the South Western Company) the following provisions shall have effect namely :

(1) All works of the Company crossing or affecting any railway of the South Western Company under which term are included the stations sidings works conveniences approaches land and properties connected with that railway (and which are included in the definition " the railway hereinafter referred to ") shall if the South Western Company so elect be executed by them at the expense of the Company under the superintendence and to the satisfaction of the engineer of the South Western Company and according to plans and specifications to be previously submitted to him and such works shall be at all times maintained at the option of the South Western Company either by them or by the Company in either case at the sole expense of the Company :

(2) If any difference shall arise between the engineer of the South Western Company and the engineer of the Company concerning the said plans or specifications or concerning the execution of the said works every such difference shall be settled by an umpire to be appointed by the two engineers or if they cannot agree upon an umpire then by an umpire to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either party :

(3) The said works shall be so constructed and maintained that the traffic upon the railway shall not be in any wise impeded and if from any cause the said works shall fall into such condition as to damage or injure the railway or to endanger the

A.D. 1881.

traffic thereon or impede or interfere with the use thereof the South Western Company may repair or remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the South Western Company in or about such repair or removal:

(4) If by reason of the construction or maintenance of the said works the traffic upon the railway shall be impeded the Company shall pay to the South Western Company by way of liquidated damages in addition to the costs and expenses hereinbefore mentioned ten pounds for every hour during which such traffic shall be impeded:

(5) The levels of the streets and roads passing under the railway shall not be altered so that the headway afforded by the bridge carrying the railway over such street or road shall be in any way lessened or interfered with:

(6) In no case shall any work be constructed under the railway or within a distance of twenty-five feet on either side thereof within three feet of the level of the upper surface of the rails and the Company shall so lay out and construct the works in or on any land of the South Western Company with the reference to the laying down of an additional line or lines of railway thereon:

(7) The Company shall also indemnify the South Western Company for any damages or compensation which may be recovered against them by reason of any interruption of the traffic on the railway or by reason of any accident thereon or by reason of any injury or damage caused to the works or lands of the South Western Company occasioned by the acts or defaults of the Company:

(8) The Company shall acquire an easement only in and upon any works land and property of the South Western Company which may be necessary for constructing and maintaining the pipes by this Act authorized to be laid:

(9) The amount to be paid for the acquisition of any easement upon or under the railway or land of the South Western Company shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement and any difference which may arise between the South Western Company and the Company with respect to any matters arising out of these provisions shall be settled in the like manner:

Provided always that subject to the stipulations before mentioned nothing herein contained shall prevent the Company from laying mains and pipes along any public street road highway or bridge crossing the railway.

Protection of Great Western and North Western Companies.

28. Whenever the Company in the exercise of the powers conferred by this Act shall require to lay down alter or replace any mains or pipes upon across or under any railway belonging to or worked by the Great Western and London and North Western Railway Companies or either of them or upon any lands belonging to or used or occupied by those Companies or either of them such mains or pipes shall be laid to the reasonable satisfaction and under the superintendence of the engineer of the said Companies or of the respective Company as the case may be in all things at the expense of the Company and according to plans previously approved by such engineer and the engineer of the Company or in the event of their not agreeing in such manner as shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration and so as not to cause any interruption to the passage or conduct of the traffic over any such railway or at any station thereof and if any injury owing to or by reason of any of the matters aforesaid or the bursting or leakage of any of the main pipes or other works of the Company or otherwise howsoever shall arise to any such railway or the works thereof or in case of interruption to such traffic the Company shall make full compensation in respect thereof to the Company or Companies affected thereby and the Company shall pay to the Great Western and London and North Western Railway Companies or either of them as the case may be for any easement required by them upon across or under any of the railways lands works or property of the Great Western and London and North Western Railway Companies or either of them as the case may be such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in the manner aforesaid.

Notice to Great Western and North Western Companies before breaking up roads crossing railways.

29. Before opening or breaking up for any of the purposes of this Act any road or street crossing any railway belonging to or worked by the Great Western and London and North Western Railway Companies or either of them the Company shall give not less than seven clear days' notice of their intention so to do under the hand of their secretary to the secretaries of the Great Western and London and North Western Railway Companies respectively or to the secretary of the respective Company as the case may be sent

A.D. 1881.

by post in a registered letter addressed to the chief office of the said Companies or Company as the case may be except in cases of sudden emergency arising from accident to or defects in any of the pipes or other works in which case notice shall be given as soon as possible after the beginning of the work or the necessity for the same has arisen.

Protection of West London Extension Railway Company.

30. In laying down repairing altering or replacing or in executing any mains or pipes or other works across or in any way interfering with or in close proximity to any railway lands or property belonging to or in which the West London Extension Railway Company now is or hereafter may be otherwise interested or the bridges or other works of any such railway the same shall be done by the Company under the direction and superintendence and to the reasonable satisfaction of the engineer of the West London Extension Railway Company and (except in cases of emergency happening) according to plans to be submitted to and reasonably approved by him before any such works are commenced and such works shall be executed and thereafter maintained by and in all things at the expense of the Company and so as not to cause any injury to any such railway bridges works lands or property or any interruption to the passage or conduct of the traffic over any such railway or at any station thereof and of any injury owing to or by reason of any of the matters aforesaid or the bursting or leakage of any of the mains pipes or other works of the Company or otherwise howsoever by reason of the exercise of the powers conferred by this Act on or by any neglect or default on the part of the Company or any of their contractors or employés shall arise to any such railway bridges works lands or property or interruption to such traffic the Company shall make full compensation in respect thereof.

Protection of water companies within limits of Act.

31. For protection of the respective works rights and interests of the several water companies incorporated by Act of Parliament who may have any pipe or conduit or underground work within the limits of this Act the following provisions shall notwithstanding anything in this Act have effect that is to say:—

1. The Company shall (except in cases of emergency arising from defects in any of their pipes or other works) before executing any work by this Act authorized over under or within five feet of any such pipe or conduit or any underground work give to the water company to whom the same belongs three days' notice in writing of the intention of the Company to do so such notice to be given to the secretary of such water company or left at their usual place of business and shall in

cases of such emergency give or leave a notice so soon as is possible after the beginning of the work or the necessity for the same shall have arisen:

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

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

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

5. The Company shall not begin any work interfering with or in any way affecting any main or pipe of any of the several water companies aforesaid unless at least ten days' previous notice in writing of the intention so to do describing the manner in which it is proposed to interfere with the mains or pipes be given to the engineer of such water company or left for him at their principal office:

6. The Company shall not in any way alter displace or otherwise interfere with any main or pipe of any of the several water companies aforesaid but the engineer of the respective water company shall have the exclusive direction and management of and may execute all such works as he thinks necessary for the purpose of removing altering and restoring such main or pipe and of preventing during the execution thereof any interruption to the supply of water by the water company for whom he acts and all expenses properly incurred by them in that behalf shall be repaid to them by the Company:

A.D. 1881.

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

8. The several water companies aforesaid respectively shall not be liable for any damage or injury occasioned to the works of the Company or to any streets or roads or otherwise howsoever by reason of any of the works executed under this Act or in any way consequent thereupon unless the damage or injury arises from the neglect or default of the water company their engineer workmen or servants:

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

22 & 23 Vict. c. 59.

Compensation to water companies if their supply be interrupted.

10. The Company shall fully compensate the several water companies aforesaid in respect of all damage and loss sustained by them respectively in consequence of any interruption at any time occasioned to the water supply of the water company through any main pipe or conduit by reason of the laying down or repair of any conduit or pipe by this Act authorized or by or during any repair of any such conduit or pipe or by reason of any want of repair or proper maintenance thereof and if the Company fail to pay to the water company affected

thereby that compensation on demand the same may be recovered with full costs of suit by such water company by proceeding in any court of competent jurisdiction: A.D. 1881.

11. The conduits reservoirs pipes and other works of the Company shall not at any time hereafter be used for the storage conveyance or supply of fresh water: Works not to be used for fresh water.

12. Nothing in this Act contained shall enable the Company to alter or vary the level of any water main pipe or conduit without the previous consent in writing of the water company to whom the same belongs: Levels of water mains &c. not to be altered.

13. Except only as is by this Act otherwise expressly provided nothing in this Act shall take away lessen prejudice or alter any of the estates rights interests powers authorities or privileges of any waterworks company incorporated by Act of Parliament and within the limits of this Act. Saving rights of water companies within limits of Act.

32. The following provisions shall have effect for the protection and benefit of the London Gas Light Company (hereinafter in this section called "the gas company"): Protection of London Gas Light Company.

(1) All works which may in any way interfere with any main pipe or apparatus of the gas company shall be executed at the expense of the Company and under the superintendence and to the satisfaction of the engineer to the gas company:

(2) If by reason of the construction or maintenance of the works any new substituted or additional mains pipes or apparatus of the gas company be requisite the cost of constructing providing and laying of such mains pipes or apparatus shall be paid by the Company subject to credit being given to the Company for the value of any mains pipes or apparatus rendered useless by the construction or maintenance of the works and removed by the gas company:

(3) All moneys to be paid by the Company to the gas company under or by reason of any provision of this section shall be payable on demand and in default thereof may be recovered with full costs of suit in any court of competent jurisdiction:

33. The following provisions shall have effect for the further protection and benefit of the Wandsworth and Putney Gas Light and Coke Company hereinafter in this section called "the gas company": Protection of Wandsworth and Putney Gas Company.

(*a*) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains pipes or works of the gas company from time to time

A.D. 1881.

existing at the time of the execution of the Company's works shall if the gas company think fit be done and executed by the gas company at the cost of the Company or at the option of the gas company by the Company under the superintendence and to the reasonable satisfaction of the engineer of the gas company according to the plans previously approved by the engineer of the gas company or in the event of the gas company's engineer and the Company's engineer not agreeing then in such manner as shall at the expense of the Company be settled by an engineer to be appointed for the purpose by the Board of Trade and such works matters or other things shall not be commenced until the plans thereof shall have been so approved or settled and not until after seven days' previous notice in writing shall have been given to the said gas company:

(*b*) No main or pipe of the gas company shall be altered or displaced until the Company have laid down others for continuing the supply to the reasonable satisfaction of the engineer of the gas company:

(*c*) Every pipe or other apparatus of the Company other than a service pipe laid across any main pipe valve or apparatus of the gas company shall be so laid as to leave between them a space of one foot at least and to be self-supporting for a distance of two feet at least on either side of such gas main or pipe at the point of crossing so that the gas company may the more easily repair the same gas main or pipe when necessary and the said pipe or apparatus of the Company shall in all other respects be so laid that the gas company shall at all times have the same amount of convenience of access to their mains and apparatus as they have at the time of the Company laying down such pipe or apparatus:

(*d*) If by reason of the execution of the works by this Act authorized any gas main pipe valve or other apparatus of the gas company be injured or any additional or increased length of main pipe or apparatus become requisite the gas company at the expense of the Company in all things may make such repairs connections and additions as may be necessary Provided that if the gas company after reasonable notice neglect to make the same they may be made by the Company:

(*e*) If any interruption whatsoever to the supply of gas by the gas company shall be in any way occasioned by the Company or by the act or acts or omission or omissions of any of their contractors agents workmen or servants or any person in the

employ of them or any or either of them the Company shall forfeit and pay to the gas company for their use and benefit the sum of fifty pounds for every day during which such interruption shall continue such sum to be recovered by the gas company in any court of competent jurisdiction:

(*f*) If any loss of gas shall be in any way occasioned to or be sustained by the gas company by any act or omission of the Company or of any of their contractors agents workmen or servants or of any person or persons in their employ the Company shall on request pay to the gas company the value of the gas so lost. Any difference arising between the gas company and the Company as to the value or quantity of the gas so lost shall be settled by arbitration under the Lands Clauses Consolidation Act 1845.

Power to deviate.

34. Wherever and so far as the line of any works shown upon the deposited plans passes along any road and no limits of lateral deviation are marked thereon the Company may in the construction of such works deviate laterally from the lines thereof as laid down on such plans to the extent of the boundaries of such road and in making any works shown on the deposited plans the Company may subject to the provisions of this Act deviate from the lines thereof within the limits of deviation shown on the deposited plans and may deviate from the levels shown on the deposited sections in the case of the reservoirs to any extent not exceeding five feet and in the case of other works to any extent not exceeding ten feet but not further except with the consent of the owner of the lands in which the deviation is made but the Company shall not in the exercise of the powers of lateral deviation hereby given construct any embankment of any reservoir of a greater height above the general surface of the ground than that shown on the plans with reference to the corresponding embankment and two feet in addition Provided that as regards the Metropolis the powers of this section shall only be exercised subject to the provisions of this Act relating thereto.

Capital.

35. The capital of the Company shall be one hundred and fifty thousand pounds in fifteen thousand shares of ten pounds each.

Shares not to be issued until one-fifth paid.

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

A.D. 1881.

Calls.

37. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls.

Receipt in case of persons not sui juris.

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

Power to divide shares.

39. Subject to the provisions of this Act the Company with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half-share" and the other shall be called "deferred half-share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half-share (being the whole amount payable thereon) and the residue to the credit of the preferred half-share.

Dividends on half-shares.

40. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say):—first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder (if any) in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividend on preferred half shares to be paid out of the profits of the year only.

41. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half-shares to be registered and certificates issued.

42. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

43. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Forfeiture of preferred half shares.

44. The provisions of the Companies Clauses Consolidation Act 1845 (with respect to the forfeiture of shares for non-payment of calls) shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred half shares not to be cancelled.

45. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares to be half-shares in capital.

46. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares whether preferred or deferred or one of each held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions hereinbefore contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

47. The Company may from time to time borrow on mortgage any sum not exceeding in the whole fifty thousand pounds but no part thereof shall be borrowed until the whole capital of one hundred and fifty thousand pounds is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the

A.D. 1881.

whole of such capital has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice aforesaid that such shares were issued bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of a receiver.

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

Application of moneys.

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

Debenture stock.

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

Number of directors.

51. The number of directors shall be five.

Qualification of directors.

52. The qualification of a director shall be the possession in his own right of thirty shares in the capital of the Company.

Quorum.

53. The quorum of a meeting of directors shall be three.

First directors.

54. Robert Jewel Cook George Heiron William Henry Cressy Hammond and two persons to be nominated by them and consenting to the nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any

Election of directors.

of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Period for compulsory purchase of lands.

55. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to acquire lands by agreement.

56. The Company may from time to time for the purposes of this Act purchase by agreement any lands in addition to lands which they are authorized to take by compulsion and the Company may hold the same not exceeding in the whole at one time twenty acres: Provided it shall not be lawful for the Company to erect buildings on such lands except for the purpose of bathing or swimming establishments or other buildings or conveniences in connection with their undertaking and the objects thereof and the Company may from time to time demise or sell such lands and other property or such parts thereof as they may not require and as they may deem expedient.

Period for completion of works.

57. If the waterworks authorized by this Act and shown on the deposited plans are not completed within seven years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Power to take easements, &c. by agreement.

58. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent charges so far as the same are applicable

A.D. 1881.

in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

Rates for supply of water.

59. Subject to the provisions of this Act the Company may supply water to any private houses or buildings the owners or occupiers of which shall effect a junction with the mains or pipes of the Company at a rate not exceeding ten shillings per thousand gallons.

Water not necessarily under pressure.

60. The water to be supplied from any pipe of the Company need not be constantly laid on under pressure greater than that to be afforded from the reservoir whereby such pipe is supplied.

Company's officers may enter buildings to inspect fittings.

61. The Company's agent or other officer duly appointed for the purpose by the Company may between the hours of nine of the clock in the forenoon and four of the clock in the afternoon enter any building or place supplied with water by the Company in order to inspect the meters pipes fittings and apparatus for regulating the supply of water either for the purpose of ascertaining the quantity supplied or to see whether the meters be in good repair and if such agent or other officer at any such time be refused admittance into such premises for the purposes aforesaid or be prevented from making such examination the occupier of such premises shall for every such offence forfeit to the Company a sum not exceeding five pounds.

Incoming tenant not liable for arrears.

62. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rent or meter rent left unpaid by any former tenant unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Recovery of rates, &c.

63. The Company may recover any sum of money which shall be due to them for water rates or rents damages costs or expenses by action or proceeding in any court of law competent for the trial of an action for debt damages or trespass to the like amount.

Notice to Company to discontinue supply.

64. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect unless it be in writing and be left at the principal office for the time being of the Company.

Company may supply sea water, &c.

65. The Company may from their waterworks supply sea water on such terms and conditions and on payment of such charges or other consideration as may be agreed upon and they may for the purpose of supplying sea water baths purchase rent or otherwise provide and maintain baths and make such reasonable charges for the use of such baths as they think fit.

Company may contract with public and local bodies to supply water.

66. Subject to the provisions of this Act the Company may from time to time enter into and carry into effect such contracts and arrangements with any corporation local board of health urban or rural sanitary authority or other local authority and the trustees of any turnpike or other road or any highway board or any surveyors of any highway and any railway company and any other companies bodies persons or person with respect to the supply of sea water in bulk or otherwise as the Company think fit and every such contract and arrangement may be for such period on such terms pecuniary or otherwise as the Company think fit and may from time to time by agreement vary or rescind any such contracts or arrangements and make others in lieu thereof or in addition thereto.

Liability to water rent not to disqualify justice, &c.

67. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent meter rent rate or charge under this Act or of his being a shareholder of the Company.

Contents of summons or warrant.

68. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof or in a schedule thereto several names and several sums.

Costs of warrant of distress.

69. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of recovery of the money to be levied be paid by the person liable to pay such money and in that case such costs shall be ascertained by the justice and shall be included in the warrant of distress.

Penalties not cumulative.

70. Penalties imposed on the Company for one and the same offence by several Acts of Parliament shall not be cumulative and for this purpose this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Saving rights of the Crown in the foreshore.

71. Nothing contained in this Act shall authorize the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty her heirs or successors.

Saving rights of the Crown under 29 & 30 Vict. c. 62.

72. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or

A.D. 1881.

reserved by Sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exercisable on behalf of Her Majesty her heirs or successors.

Interest not to be paid on calls paid up.

73. The Company shall not out of any money by this Act authorized to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

74. The Company shall not out of any money by this Act authorized to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorizing the Company to construct any other work or undertaking.

Expenses of Act.

75. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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