CHAPTER clviii.

An Act for authorising the construction of Works for supplying Sea Water to certain parts of London and other places and for other purposes. [20th July 1896.]

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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 authorised 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 authorised 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 London 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:—

1. This Act may be cited for all purposes as the London Sea Water Supply Act 1896. Short title.

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Incorporation of Acts.

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 Acts 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 sixteen to thirty-four forty-eight to sixty-seven eighty-five to ninety-four of the Waterworks Clauses Act 1847 and clauses three to ten and thirteen to twenty-one 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 authorised to be made the expression "the limits" means the limits of the Act herein-after 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 The expression "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first place the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

Limits of Act.

4. The limits of this Act for the supply of sea water shall be the parishes of Lancing Coombes Sompting Botolph's Bramber Steyning Ashurst West Grinstead Shipley Horsham and Rusper all in the county of Sussex Newdigate Capel Dorking Mickleham

Leatherhead Ashtead Epsom Ewell Cuddington Cheam Morden Sutton Merton Wimbledon and Mitcham all in the county of Surrey Tooting Graveney Streatham Clapham Saint Mary Battersea Saint Luke Chelsea Saint Mary Abbott Kensington Saint George Hanover Square Saint Martin-in-the-Fields Saint James Westminster Saint Margaret and Saint John Westminster Saint Clement Danes the precinct of the Savoy Saint Mary-le-Strand the Temple precinct of Whitefriars Saint Bride precinct of Bridewell Saint Anne Saint Sepulchre Saint Bartholomew-the-Great Saint Botolph-without-Aldersgate Saint Giles-without-Cripplegate Saint Luke Saint Leonard Shoreditch Saint Matthew Bethnal Green Paddington Saint Marylebone Saint Pancras Saint Giles-in-the-Fields Saint George Bloomsbury Saint George-the-Martyr Saint Andrew Holborn Gray's Inn Hatton Garden Saffron Hill and Saint John Clerkenwell and the shore and bed of the river Thames in the county of London.

Company incorporated.

5. Frederick Wissler Harry Cove Sothers Henry Hallett Hancock 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 authorised 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 and take lands.

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 or work (No. 1) wholly in the parish of Lancing in the county of Sussex commencing at a point two hundred and fifty yards or thereabouts measured due south from the seventh mile post from Brighton in the road leading from New Shoreham to South Lancing which mile post is two hundred and sixty yards or thereabouts eastward of the point where Shops Dam abuts upon the said road and terminating in an old gravel pit numbered 213 on the $\frac{1}{2500}$ Ordnance map of that parish belonging or reputed to belong to the London Brighton and South Coast Railway Company:

A reservoir and pumping station or work (No. 2) situated within the said gravel pit:

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A conduit or work (No. 3) commencing in the said parish of Lancing in and out of the said reservoir or work (No. 2) and terminating in a field numbered 322 on the $\frac{1}{2500}$ Ordnance map and 385 on the 1896 Ordnance map of the parish of Epsom in the county of Surrey and now belonging or reputed to belong to Harry Reid Lempriere:

A reservoir or work (No. 4) wholly in the parish of Bramber in the county of Sussex situated on or near to the west side of the Steyning Bostal Road the north-east corner of which intended reservoir will be about fifty yards distant in a south-easterly direction from the Hill Barn in the said parish of Bramber:

A conduit or work (No. 5) wholly in the said parish of Bramber commencing in the said Steyning and Bostal Road by a junction with conduit (No. 3) at a point distant one hundred and ten yards or thereabouts in a south-easterly direction from the before-mentioned Hill Barn and terminating in the said reservoir or work (No. 4):

A reservoir or work (No. 6) wholly situated in the said parish of Epsom within the said field numbered 322:

A conduit or work (No. 7) commencing in the said parish of Epsom in and out of the last-mentioned reservoir or work (No. 6) and terminating at or near the north-east end of Cambridge Road opposite the south-west entrance to Battersea Park in the parish of St. Mary Battersea and county of London:

A conduit or work (No. 8) commencing by a junction with the said conduit or work (No. 7) in Battersea Bridge Road opposite the south-west end of Cambridge Road aforesaid passing along Battersea Bridge Road and thence under the River Thames and terminating at or near the intersection of Cromwell Road with Queen's Gate in the parish of St. Mary Abbott Kensington in the county of London:

A conduit or work (No. 9) commencing at the termination of the said conduit or work (No. 8) and terminating at a point in Holland Park Avenue (late Uxbridge Road) opposite the southern end of Addison Road North in the said parish of St. Mary Abbott Kensington:

A conduit or work (No. 10) commencing at the termination of the said conduit or work (No. 8) and terminating at or near the intersection of Park Street with Mount Street in the parish of St. George Hanover Square and county of London:

A conduit or work (No. 11) commencing at the termination of the said conduit or work (No. 10) and terminating in Farringdon

Street at a point opposite the western end of Snow Hill in the parish of St. Sepulchre in the city and county of London:

A conduit or work (No. 12) commencing at the termination of the said conduit or work (No. 11) and terminating at the south-east corner of Finsbury Square opposite the western end of Sun Street in the parish of St. Luke in the county of London:

A conduit or work (No. 13) commencing at the termination of the said conduit or work (No. 9) and terminating at the south-west corner of Portman Square in the parish of St. Marylebone and county of London:

A conduit or work (No. 14) commencing at the termination of the said conduit or work (No. 13) and terminating by a junction with the said conduits or works (Nos. 11 and 12) in Farringdon Street aforesaid:

A conduit or work (No. 15) commencing at the termination of the said conduit or work (No. 8) and terminating at the northern end of Queen's Gate at or near its junction with Kensington Road in the said parish of St. Mary Abbott Kensington:

A conduit or work (No. 16) commencing at the termination of the said conduit or work (No. 13) and terminating by a junction with the said conduits or works (Nos. 10 and 11) at or near the intersection of Park Street with Mount Street in the said parish of St. George Hanover Square:

Together with all necessary and convenient approaches embankments roads ways wells tanks filtering and straining beds and tunnels dams sluices outfalls channels conduits drains mains pipes engines gauges works and conveniences for collecting filtering straining storing and distributing sea water and for the purposes of a telegraph wire or wires and may enter upon purchase take and use such of the lands delineated on the deposited plans and described in the deposited books 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 authorised were therein mentioned instead of the railway and as regards the reservoirs and conduits by this Act authorised 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 But as regards the conduits or pipes the provisions for the temporary occupation of lands shall only be exercisable in the parishes of Lancing Steyning West Grinstead Shipley and Horsham in the

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county of Sussex and Capel and Dorking in the county of Surrey And the Company may take collect and divert into the reservoirs and works by this Act authorised 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 authorised Provided that the telegraph wires constructed under the authority of this Act shall not be used for the purpose of transmitting telegrams in contravention of the exclusive privilege conferred on the Postmaster-General by the Telegraph Act 1869.

Company to pay Postmaster-General for additional facilities.

7. The Company may undertake to pay to the Postmaster-General any loss he may sustain by reason of the establishment or maintenance at their request of any post or telegraph office or of any additional facilities (postal or otherwise) in any rural district in connexion with the works authorised by this Act and any expenses incurred by the Company under such undertaking may be defrayed out of any revenue or funds of the Company.

Company may erect standpipes &c.

8. The Company may subject to the provisions of this Act erect standpipes hydrants or other apparatus in connexion with their pipes in any road or street in which their pipes are laid and may supply therefrom sea water provided such standpipes hydrants 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 administrative county of London with the consent of the Commissioners of Sewers for the City of London and the vestry or district board in whose district such road or street is situate.

As to works below high-water mark.

9. The Company shall not under the powers of this Act 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 except according to such plan and under such restrictions and regulations as the Board of Trade approve of and the Company shall not at any time alter or extend such works without obtaining the like approval and if any such work shall be completed without such approval the said Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs 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.

Approval of Board of Trade required before alterations in plans are executed.

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 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 authorised to construct alter or extend any work on in over through or across tidal lands or 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 under the powers of this Act on in over through or across tidal lands or 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.

Survey of works 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.

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General provisions as to works in London.

14. The powers of this Act in so far as they relate to the administrative county of London (herein-after called "London") shall only be exercised subject to and in accordance with the following provisions:—

(1.) No conduit or work involving any interference with any street in London shall be commenced until the Company shall have proved to the satisfaction of the London County Council (herein-after called "the council") that the reservoirs conduits or works described in this Act under the numbers one to six inclusive shall have been so far completed as to secure that the water will be capable of delivery therefrom into the conduit or work proposed to be commenced at or before the time when such last-mentioned conduit or work will be completed:

A certificate under the seal of the council that the reservoirs conduits or works are in their opinion so far completed as aforesaid shall for the purpose of this enactment be sufficient evidence thereof:

Provided that in the event of the council refusing to give such certificate the Company may apply to the Board of Trade to grant a certificate to the effect that the proof aforesaid has been given to their satisfaction which certificate shall be sufficient for the purposes of this enactment:

(2.) Any mains and distributing pipes to be placed by the Company in London shall not be laid otherwise than in accordance with plans and sections previously submitted to and approved in writing by the council and in such manner at such times and subject to such conditions as the council shall reasonably approve The application of this subsection to the City of London shall be limited to the streets under which the council have a subway a sewer or other work:

(3.) If at any time the council shall require to construct sewers or other works in any street or to alter the line or level of any street under which the Company's mains or pipes may have been laid or in which their hydrants or other appliances may have been fixed the Company shall at their own expense make such alterations in the position of such pipes hydrants or other appliances as may be necessary to suit such works or such altered lines and levels and all such alterations shall be executed by the Company in accordance with the reasonable requirements of the council and in case the Company do not within twenty-one days of a notice to do so served upon the Company by the council proceed to execute the alterations to the pipes hydrants or other appliances the council may proceed to execute the same at the cost of the Company who shall be liable to pay all

reasonable expenses which may if necessary be recovered from the Company in any court of competent jurisdiction :

(4.) If the Company lay any main or pipe in any street or road under which the council have a subway the Company shall if so required by the council lay such main or pipe in the subway and if the council shall construct a subway under a street or road in which the Company have previously laid any main or pipe the Company shall as soon as the subway is completed and if so required by the council relay such main in the subway and the expense incurred in so doing shall be borne by the Company :

The Company shall at all times pay all fees and comply with all regulations of the council in connexion with the use by the Company of the council's subways such fees and regulations being subject to the approval of the Board of Trade :

(5.) Whenever any application to lay a main or pipe is submitted for the council's approval the application shall state the intended size thickness horizontal position and depth below the surface of the main or pipe and if reasonably so required by the council the intended level or depth below the surface shall be altered to meet their requirements If during the execution of the works it is in the opinion of the council desirable for the purpose of avoiding interference with sewers or other works to alter the position and level of any such main or pipe the Company shall alter the same accordingly :

(6.) Within one month of the time when any main or pipe shall have been placed in any street the Company shall supply to the council a plan of such street to a scale of not less than five feet to a mile and a longitudinal section of the same with the horizontal scale the same as the plan and with a vertical scale of not less than eleven feet to one inch and these plans and sections shall show the Company's main or pipe as laid and the position and size and other particulars where obtainable of all other mains and pipes and sewers found in the excavated trench :

The Company shall also supply cross-sections to a scale of not less than eleven feet to one inch where these are necessary for the purpose of properly showing the relative positions of the Company's mains and pipes and of other works under the street :

(7.) When any main or pipe or other work is to be laid or done in any street under which the council may have any sewer or other work or on which the council may have a tramway at the time when the main or pipe is being laid the Company shall

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execute their works subject to the supervision of the council and in such a manner as to avoid all interference with any such sewer work or tramway and shall comply with all reasonable requirements of the council with reference thereto and the Company shall be liable for and shall make good all damage and expenses resulting to or in relation to any such sewer work or tramway by reason or in consequence of any work or operation of the Company :

(8.) No works or operations of the Company of any kind shall be done on in under or affecting any bridge or embankment of the council otherwise than in accordance with a specification and detailed plans and sections previously submitted to and approved by the council and any work affecting any such bridge or embankment shall be carried out in all respects in accordance with the reasonable requirements of the council and under the supervision of the officers of the council The Company shall be liable for and shall make good all damage and expenses resulting to or in relation to any such bridge or embankment by reason or in consequence of any such works or operations of the Company :

(9.) If the Company lay any main or pipe across the northern foreshore of the Thames to the west of the council's existing embankment wall such main or pipe shall be laid at such a level as will not interfere with the extension of such wall :

(10.) The Company shall repay the council all expenses incurred in supervising the Company's works which may be near to or likely to affect the council's works mentioned in this section :

(11.) Notwithstanding anything contained in this Act no overhead telegraph or other wires shall be erected by the Company in London :

(12.) Before interfering with the surface of any street or road the Company shall deposit with the council if the street or road be repairable by the council or with the vestry or district board as the case may be if the street or road be repairable by a vestry or district board a sum of money sufficient to cover the cost of reinstating the surface of the street and the cost of the supervision of the work and the council vestry or district board as the case may be may retain such sum till the ground is thoroughly consolidated and the surface of the street or road properly reinstated and in the event of the work not being executed in such manner and in accordance with such conditions as shall have been prescribed the council vestry or district board may at the expiration of seven days after notice has been served on the Company execute or complete the work and may deduct

the cost thereof from the amount deposited with them as aforesaid and shall return the balance if any to the Company or if the amount deposited should prove to be insufficient then may recover the balance due in any court of competent jurisdiction:

(13.) Neither the council nor any vestry or district board of works shall be liable for any damage caused to any of the Company's mains or pipes by the use of any roller or by any works executed by them respectively for public purposes provided they shall have used reasonable care in connexion with the same.

For the protection of London vestries and district boards.

15. The following provisions shall apply and have effect with respect to the vestries of any parishes and the district boards of works for any districts in the county of London where any part of the parish or district is within the powers of this Act except any vestry or district board on whose behalf any special provision is made in this Act:—

(1.) The Company shall when required by the vestry of any parish or district board for any district pave with such materials and in such manner and to such width and breadth as may be reasonably required by the vestry or district board such portion of the public way as adjoins any standpipe meter appliance or apparatus and also construct and make such drains and surface gratings as the vestry or district board may reasonably require to provide for and carry off any waste water at such standpipes meters appliances and apparatus and for preserving the roads and footpaths contiguous thereto Provided that all or any part of the paving and other works mentioned in this subsection may if the vestry or district board think fit be executed by such vestry or district board and the reasonable costs thereof shall be paid by the Company to such vestry or district board The size of every such standpipe meter appliance or apparatus and the covering thereto shall be subject to the reasonable approval of the vestry or district board:

(2.) When the Company are able to supply sea water in any such parish or district they shall supply to the vestry or district board of such parish or district respectively from their standpipes and appliances in such parish or district such quantity of water as the vestry or district board may require for the purpose of watering the streets and the vestry or district board shall pay to the Company for the said water at such rate (not exceeding the rate now paid by such vestry or district board for fresh water for that purpose per one thousand gallons) as may be agreed or determined as herein-after provided:

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(3.) The Company shall at any time if required by the vestry or district board erect and construct for the sole use of the vestry or district board and at the cost of the vestry or district board additional and special standpipes meters and appliances which shall be maintained by the vestry or district board and supply therefrom such quantity of water as the vestry or district board may require for the purpose of watering the streets and the vestry or district board shall pay for such water at the rate aforesaid The costs and charges of any paving works drains and gratings connected with such special standpipes meters and appliances shall be paid by the vestry or district board If the Company unreasonably refuse or neglect to construct such standpipes meters and appliances within three months after receiving notice from the vestry or district board the vestry or district board may construct the same If the Company from any cause within their control fail or neglect to supply the vestry or district board with water as provided by this section they shall pay to the vestry or district board the sum of twenty shillings per day in each case for every day during which they shall so refuse neglect or fail (as the case may be) and the said penalty or penalties may be recovered in a summary manner:

(4.) The Company shall if required by notice in writing from the vestry or district board within thirty days remove any standpipes meters appliances and apparatus erected in any road or street in the district but may re-erect the same in such other place or position as may be approved by the vestry or district board:

(5.) In the event of the Company at any time discontinuing the carrying on or use of the works authorised in any parish or district or any part thereof the Company shall at their own expense if so required by notice in writing and to the satisfaction of the vestry or district board do all such acts as may be required to reinstate the roads streets and footpaths of such parish or district in proper condition:

(6.) The vestry of any parish or district board of any district for whose protection no specific enactment is contained in this Act shall on giving notice in writing to the Company under the hand of their clerk on or before the thirty-first day of December one thousand eight hundred and ninety-six be entitled to the benefit and protection of any specific enactment contained in this Act for the protection of any other vestry or district board so far as it may be properly applicable within the parish or district of the vestry or district board giving the notice Provided that if the Company within twenty-eight

days after receiving such notice shall give to the clerk of such vestry or district board notice in writing of objection to any specific enactments mentioned in such notice on the ground that it is not properly applicable to the vestry or district board giving such notice as aforesaid then the objection shall be deemed to be a difference and referred to arbitration in the manner herein-after provided:

(7.) Any difference arising between the Company and any vestry or district board respecting any of the matters referred to in this enactment shall unless the parties have otherwise provided or otherwise agree be settled at the request of either party by an arbitrator to be appointed by the Board of Trade and this enactment shall be deemed to be a submission under the Arbitration Act 1889.

Company not exempt from general Acts.

16. Nothing in this Act shall be deemed to give to the Company any exclusive privilege of supplying sea water in London or any part thereof and if any Bill be introduced into Parliament for empowering the London County Council the Corporation of the City of London or other local authority to take and purchase the undertaking the Company shall not oppose such Bill except upon questions of terms and details.

For the protection of the Commissioners of Sewers.

17. For the protection of the Commissioners of Sewers of the City of London the following provisions shall have effect:—

(1.) Before commencing any works in the City of London the Company shall satisfy the said commissioners of their ability in every respect to complete such works:

(2.) In the event of the Company failing to proceed continuously to the satisfaction of the engineer of the said commissioners with their works the said commissioners may enter upon and take possession of all works and materials connected therewith and may forthwith remove all pipes wires and materials and fill in and reinstate the surface of the roadways and footways at the costs charges and expenses in all respects of the Company and if any difference shall arise between the Company and the said commissioners as to the amount of such costs charges and expenses the same shall be settled as herein-after provided:

(3.) The Company shall at any time if required by the said commissioners erect and construct for them and at their cost additional and special standpipes meters and appliances which shall be maintained by the said commissioners and the Company shall supply therefrom such quantity of water as the said commissioners may require for the purpose of watering the streets upon payment at the rate herein-after provided The

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costs and charges of any paving works drains and gratings connected with such special standpipes meters and appliances shall be paid by the said commissioners If the Company unreasonably refuse or neglect to construct such standpipes meters and appliances as aforesaid within one month after receiving notice to that effect the commissioners shall be at liberty to construct the same themselves and if the Company from any cause within their control after the construction of such works as aforesaid fail or neglect to supply the said commissioners with water they shall pay to the said commissioners the sum of twenty shillings per day in each case for every day during which they shall so refuse neglect or fail (as the case may be) and the said penalty or penalties may be recovered in a summary manner :

(4.) The Company shall if required supply sea water to the said commissioners for public purposes by meter area or time and at rates and upon conditions which shall not be in excess of or more onerous than those for the time being charged or imposed by water companies for water supplied by them to such bodies provided that such supply shall not be required except where the Company's mains pass within a distance of twenty-five yards :

(5.) Any difference arising between the Company and the said commissioners respecting any of the matters aforesaid shall be settled as herein-after provided :

(6.) The Company shall not in carrying out the works authorised by this Act or for any other purpose break up or disturb any street or place or the pavement thereof under the control or direction of the said commissioners unless at least fourteen days' previous notice in writing of their intention so to do specifying the work proposed to be executed and the street place or pavement intended to be broken up or disturbed be given to the engineer or surveyor of the said commissioners or left for him at his office or at the office of the said commissioners and the Company shall attend to the directions of such engineer or surveyor with a view to secure a free passage in such streets and places and to prevent needless injury to the streets and shall not open more of such streets at one time than such engineer or surveyor shall in writing authorise and when the Company shall break up or disturb any such street place or pavement they shall proceed continuously as well by night as by day if the engineer or surveyor shall so direct and shall complete the work for which the same shall be broken up and shall so soon as the works affecting it are completed and

at the furthest within ten days from the day on which those works were begun or within such further time as the engineer or surveyor of the said commissioners shall prescribe restore the street place or pavement under the superintendence and to the satisfaction of the engineer or surveyor of the said commissioners to as good a condition as it was in when it was broken up or disturbed and the Company shall save harmless and keep indemnified the said commissioners and their successors against any expenses consequent on any such works and if the Company fail to comply with the requirements of this section they shall forfeit to the said commissioners a sum of ten pounds for every offence and an additional sum of ten pounds for every day that the Company shall fail to comply with the directions of such engineer or surveyor and the said commissioners may if they think fit restore the street place or pavement broken up or disturbed and recover the expenses of such restoration and also the said sums so forfeited from the Company in a summary manner:

(7.) Where any of the works to be done under or by virtue of this Act may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the said commissioners or with any sewers or works to be made or executed by the said commissioners or shall or may in any way affect the sewerage or drainage of the districts under their control the Company shall not commence such work until they shall have given to the engineer or surveyor of the said commissioners twenty-one days' previous notice at his office or at the principal office of the said commissioners with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the said commissioners shall have signified their approval of the same unless the said commissioners do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all directions and regulations of the said commissioners in the execution of the said works and shall provide by new altered or substituted works in such manner as the said commissioners may deem necessary for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by or by reason of the said intended works or any part thereof and shall save harmless the said commissioners against all and every the expense to be occasioned thereby and all such works may be

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done by or under the direction superintendence and control of the engineer or other officer or officers of the said commissioners and at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said commissioners 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 the said commissioners by the Company on demand and if any dispute shall arise between the Company and the said commissioners as to the amount of such costs charges and expenses the same shall be settled as herein-after provided and be a debt due from the Company to the said commissioners and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges and 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 commissioners 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 commissioners or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed provided that if any dispute shall arise as to the mode of executing any such works as aforesaid such matter or difference shall be settled as herein-after provided:

(8.) All pipes and wires laid by the Company within the City of London under the authority of this Act shall be laid under the superintendence (at the cost of the Company) and to the satisfaction of the engineer or surveyor for the time being of the said commissioners and all works rendered necessary by the operations of the Company shall be executed at the cost of the Company by the contractors for the time being of the commissioners and all such reasonable costs (including all such reasonable expenses as the commissioners may incur for engineering and superintendence) shall be paid by the Company and be recoverable in a summary manner:

(9.) Where the Company desire to lay or may be required to lay any pipes or works under the surface of any street under which there is a subway vested in the said commissioners then notwithstanding anything in any special or general Act of Parliament contained the powers conferred by this or any other Act with respect to the breaking up and interfering with streets

shall not without the consent of the said commissioners be exercised by the Company as to such street in so far as the subway extends under the surface thereof and any pipes or works to which this section applies shall be laid in the subway at such time in such manner and position and subject to such conditions as to payment of rent or otherwise as the said commissioners direct or approve:

(10.) If at any time hereafter the said commissioners shall construct any subway or tube or covered way for the purpose of receiving gas water or other mains or pipes wires or works in any street in which the pipes or wires of the Company are laid and shall by notice in writing served upon the Company require that the pipes or wires of the Company shall be removed from their then position and laid in any such subway tube or covered way the Company shall consent thereto and shall pay such proportion by way of rent or otherwise of the expense of constructing such subway tube or covered way as may be agreed upon or in case of difference be settled in manner herein-after provided and shall forthwith at their own expense proceed to remove lay and thereafter maintain their pipes or wires in such subway tube or covered way in such position as the engineer or surveyor for the time being to the said commissioners in accordance in all respects with his directions Provided always that any difference between the parties as to the position in which any such pipes shall be laid and maintained or the proportion of expense of construction to be paid by the Company shall be settled as herein-after provided:

(11.) The Company shall at all times hereafter hold harmless and indemnify the said commissioners from and against all actions suits claims and demands in respect of any damage caused by or due to the escape of water from any of the Company's pipes unless the same be caused by or due to any act or default of the said commissioners:

(12.) If any such differences or disputes as herein-before mentioned should arise between the Company and the said commissioners the same shall be settled by arbitration under the provisions of the Arbitration Act 1889:

(13.) The Company with the consent of the said commissioners may extend their pipes and works within the City of London provided that all the acts and operations of the Company authorised by this Act and done and effected within the said city shall be so done and effected under the superintendence and subject to the approval of the said commissioners.

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For the protection of the vestry of St. Pancras.

18. For the protection of the vestry of St. Pancras (herein-after called "the vestry") the following provisions shall have effect:—

(1.) Before the Company shall break up any road or street in the parish of St. Pancras (in this section called "the parish") they shall give to the vestry notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing the work and the Company shall also before commencing such work deposit in a bank in the joint names of the vestry and the Company such reasonable sum as the vestry may require as security for the proper restoration and maintenance by the Company of the roads and streets and the footways thereof within the parish as provided in subsection 3 hereof to the reasonable satisfaction of the vestry and for the due payment of such costs charges and expenses (if any) as may be reasonably incurred by the vestry in relation to the works and acts or omissions of the Company In the event of the Company failing to comply with the conditions of the subsection 3 hereof after the notice therein stated the vestry may execute the works of restoration reparation and maintenance therein specified themselves and such costs charges and expenses as may be reasonably incurred by the vestry in relation to the works and acts or omissions of the Company shall be paid by them to the vestry on demand or be deducted from the sum so deposited as aforesaid and the balance only of such deposit shall be returned to the Company:

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

(3.) The Company shall within such time as may be reasonably directed by the vestry after any part of any public road street or footway within the parish shall have been first broken up fill up restore and reinstate the same in a well-rammed and workmanlike manner and with such materials and supports and in such manner as the vestry may in writing direct and to the reasonable satisfaction of the vestry The Company shall also at their own expense keep and maintain in such manner and with such materials and things as the vestry may from time to time in writing require such parts of the said roads and streets

including the footways thereof in good and substantial repair in every respect to the reasonable satisfaction of the vestry for six months next after the same shall have been so restored and reinstated as aforesaid If the Company fail refuse or neglect to comply with the written request of the vestry and do not carry out or execute such works with such materials and in such manner as the vestry may direct then and in that case the vestry may themselves or by their officers or contractors at the expiration of a reasonable time after the service of a notice of request to the Company delivered at their office in London proceed to carry out and execute the works matters and things referred to in the said notice of request in such manner as the vestry may think fit and the Company shall on demand pay to the vestry all the reasonable costs charges and expenses which the vestry may expend or incur in so doing or the vestry may deduct the same from the deposit mentioned in subsection 1 hereof :

(4.) The Company shall not without the consent of the vestry allow any advertisements or placards to be placed on any hoarding or erection in their possession within the parish during the construction of the works or after their completion :

(5.) The Company on the completion of the works shall lodge with the vestry a plan to a scale of not less than eighty-eight feet to one inch with enlargements at junctions to a scale not less than twenty-two feet to one inch showing the position of the pipes laid by them and also the position of every pipe sewer or other work uncovered during the execution of any works by the Company :

(6.) The Company shall if required by the vestry supply sea water for all public purposes to hydrants or standposts erected and maintained by the vestry at rates and upon conditions which shall not be in excess of or more onerous than those now charged or imposed by fresh water companies for water supplied by them to such bodies and the Company shall also supply sea water to any premises in the parish where such supply is required by a parishioner Provided that no supply shall be required either by the vestry or other public body or by any parishioner except where the Company's mains pass within a distance of twenty-five yards of the point where any such supply would be drawn from the main or unless it can be shown that the aggregate amount to be paid annually for all sea water to be drawn from any new main required to afford such supply shall be not less than one-tenth part of the expense of providing and laying down such new main :

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(7.) The Company shall not without the consent of the vestry purchase rent or otherwise provide public baths within the parish:

(8.) The Company with the consent of the vestry or of the London County Council if the roadway is maintained by them may extend their pipes and works within the parish Provided that all the acts and operations of the Company shall be so done and effected under the superintendence and subject to the reasonable satisfaction of the vestry or of the London County Council if the roadway is maintained by them:

(9.) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the roads or footways within the parish:

(10.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such works or at any time thereafter:

(11.) No liability shall be incurred by or shall rest upon the vestry for any damage to mains or service pipes laid by the Company or by consumers attached to the Company's mains whether caused by the execution of any work or statutory obligation of the vestry whether executed by themselves their servants or contractors where ordinary care and reasonable precaution has been observed in the execution of such work This indemnity shall apply to the use of steam rollers on the vestry's work or in travelling to or from such work:

(12.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by a disinterested engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of sewers in the Metropolis.

19. The Company shall not at any time commence any work in any street within the administrative county of London until they shall have given to the London County Council and to the vestry or district board of works constituted under the Metropolis

Management Act 1855 and the Acts amending the same in whose parish or district such street may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the London County Council and the vestry or board 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 the council and the board or vestry respectively as the case may be shall have signified their approval of the same unless the council and the 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 section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said London County Council 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 council boards 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 London County Council 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 London County Council 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 London County Council 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 the council board 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 council boards and vestries 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 London County Council district boards and vestries or any of them or of their successors but all such rights powers and

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authorities shall be as valid and effectual as if this Act had not been passed.

For the protection of the vestry of the parish of Chelsea.

20. For the protection of the vestry of the parish of Chelsea (in this section called "the vestry") the following provisions shall have effect (viz.):—

(1.) Before the Company shall break up any road or street in the parish of Chelsea they shall give to the vestry notice thereof (in writing) and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing the work and the Company shall also before commencing such work deposit in a bank to be agreed upon such reasonable sum as the vestry may desire which shall be returned to the Company free of all deductions whatsoever on the highways roads and streets and the footways thereof within the parish being restored and maintained as provided in subsection 3 hereof to the reasonable satisfaction of the vestry and on payment of such costs charges and expenses if any as may be reasonably incurred by the vestry in relation to the works and acts of the Company but in the event of the Company failing to comply with the condition in subsection 3 hereof after the notice therein stated the vestry 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 vestry in relation to the works and acts of the Company shall be deducted from the deposit and the balance only thereof shall be returned to the Company:

(2.) Before the Company shall commence any works in the parish 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 vestry 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 vestry shall (in writing) require:

(3.) The Company shall within six months after any part of any public highway road or street within the parish 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 vestry may (in writing) direct and to the reasonable satisfaction of the vestry 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 vestry 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 vestry 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 vestry and do not carry out or execute such works with such materials and in such manner as the vestry may direct then and in that case the vestry 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 vestry may deduct the cost of the works so executed by them as provided in subsection 1 hereof:

(4.) The Company with the consent of the vestry or of the London County Council if the roadway is maintained by them may extend their pipes and works within the parish Provided that all the acts and operations of the Company shall be so done and effected under the superintendence and subject to the reasonable satisfaction of the vestry or of the London County Council if the roadway is maintained by them:

(5.) The Company on the completion of the works shall lodge with the vestry a plan to a scale of not less than eleven feet to one inch showing the position of the pipes laid by them and also the position of every pipe sewer or other work uncovered during the execution of any works by the Company:

(6.) The parishioners of the parish of Chelsea shall be entitled to demand a supply of sea water from mains passing within a distance of twenty-five yards of their houses:

(7.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the vestry of the parish of St. George Hanover Square.

21. For the protection of the vestry of the parish of St. George Hanover Square (in this section called "the vestry") the following provisions shall have effect (viz.):—

(1.) Before the Company shall break up any road or street in the parish of St. George Hanover Square (in this section called

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"the parish") they shall give to the vestry notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing the work and the Company shall also before commencing such work deposit with the vestry's bankers in the joint names of the vestry and the Company such reasonable sum as the vestry may require as security for the proper restoration and maintenance by the Company of the roads and streets and the footways thereof within the parish as provided in subsection 4 hereof to the reasonable satisfaction of the vestry and for the due payment of such costs charges and expenses (if any) as may be reasonably incurred by the vestry in relation to the works and acts or omissions of the Company In the event of the Company failing to comply with the condition in the subsection 4 hereof after the notice therein stated the vestry may execute the works of restoration reparation and maintenance therein specified themselves and such costs charges and expenses as may be reasonably incurred by the vestry in relation to the works and acts or omissions of the Company shall be paid by them to the vestry on demand or be deducted from the sum so deposited as aforesaid and the balance only of such deposit shall be returned to the Company In calculating the above-mentioned period of fourteen days no part of the month of August shall be included:

(2.) Before the Company shall commence any works in the parish which shall cause any temporary diversion or obstruction of any public 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 the traffic shall be approved by the vestry and the Company shall before commencing any such works at their own expense make such arrangement and provision for the passage and safety of traffic as the vestry shall (in writing) require:

(3.) The Company shall not without the previous consent (in writing) of the vestry from the first week after Easter in any current year to the 1st of August execute any works which may cause any interference whatever with the streets or public traffic within the parish except in cases of emergency arising from defects in any of their pipes or works:

(4.) The Company shall within such respective periods as the vestry may determine after any part of any public road street or footway within the parish shall have been first broken up fill up restore and reinstate the same in a well-rammed and workmanlike manner and with such materials and supports and

in such manner as the vestry may in writing direct and to the reasonable satisfaction of the vestry The Company shall also at their own expense keep and maintain in such manner and with such materials and things as the vestry may from time to time (in writing) require the said roads and streets including the footways thereof in good and substantial repair in every respect to the reasonable satisfaction of the vestry for six months next after the same shall have been so restored and reinstated as aforesaid If the Company fail refuse or neglect to comply with the written request of the vestry and do not carry out or execute such works with such materials and in such manner as the vestry may direct then and in that case the vestry may themselves or by their officers or contractors at the expiration of seven days after the service of a notice of request to the Company delivered at their office in London proceed to carry out and execute the works matters and things referred to in the said notice of request in such manner as the vestry may think fit and the Company shall on demand pay to the vestry all the costs charges and expenses which the vestry may expend or incur in so doing or the vestry may deduct the same from the deposit mentioned in subsection 1 hereof:

(5.) The Company shall not without the consent of the vestry allow any advertisements or placards to be placed on any hoarding or erection in their possession within the parish during the construction of the works or after their completion:

(6.) The Company on the completion of the works shall lodge with the vestry a plan to a scale of not less than eleven feet to one inch showing the position of the pipes laid by them and also the position of every pipe sewer or other work uncovered during the execution of any works by the Company:

(7.) The Company shall if required supply sea water to the vestry the commissioners of public baths and wash-houses and other public bodies within the parish for public purposes by meter area or time and at rates and upon conditions which shall not be in excess of or more onerous than those for the time being charged or imposed by fresh water companies for water supplied by them to such bodies provided that such supply shall not be required except where the Company's mains pass within a distance of twenty-five yards:

(8.) The Company shall not deposit any subsoil or materials anywhere within the parish so as to cause any nuisance or obstruction to any persons using the roads or footways within the parish:

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(9.) The Company shall make full compensation to the vestry for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the vestry in or under any street road or footway in or under which any works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such works or at any time thereafter:

(10.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by a disinterested engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the Board of Works for the Wandsworth District.

22. For the protection of the Board of Works for the Wandsworth district (herein-after called "the district board") the following provisions shall have effect:—

(1.) The Company shall when required by the district board pave with such materials and in such manner and to such width and breadth as may be reasonably required by the district board the public way adjoining any standpipe meter appliance or apparatus and also construct and make such drains and surface gratings as the district board may reasonably require to provide for and carry off any waste water at such standpipes meters appliances and apparatus and for preserving the roads and footpaths contiguous thereto Provided that all or any part of the paving and other works mentioned in this sub-section may if the district board think fit be executed by the district board and the costs thereof shall be paid by the Company to the district board The size of every such standpipe meter appliance or apparatus and the covering thereto shall be subject to the approval of the district board:

(2.) After the Company shall have constructed their works and are able to supply sea water by means of the same they shall supply to the district board from their standpipes and appliances in the district such quantity of water as the district board may require for public purposes by meter area or time and at rates and upon conditions which shall not be in excess of or more onerous than those now charged or imposed by fresh water companies for water supplied by them to the district board provided that such supply shall not be required except where the Company's mains pass within a distance of twenty-five yards:

(3.) The Company shall at any time if required by the district board erect and construct for the sole use of the district board and at the cost of the district board additional and special standpipes meters and appliances which shall be maintained by the district board and supply therefrom such quantity of water as the district board may require for public purposes and the district board shall pay for such water at the rate aforesaid The costs and charges of any paving works drains and gratings connected with such special standpipes meters and appliances shall be paid by the district board If the Company unreasonably refuse or neglect to construct standpipes meters and appliances within one month after receiving notice from the district board or if the Company from any cause within their control fail or neglect to supply the district board with water as provided by this and the last subsection they shall pay to the district board the sum of twenty shillings per day in each case for every day during which they shall so refuse neglect or fail (as the case may be) and the said penalty or penalties may be recovered in a summary manner Provided that the standpipes meters appliances and other works mentioned in this subsection may if the district board think fit be supplied erected and executed by the district board:

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

(5.) In the event of the Company at any time discontinuing the carrying on or use of the works authorised in the district of the district board or any part thereof the Company shall at their own expense if so required by notice in writing and to the satisfaction of the district board do all such acts as may be required to put the roads streets and footpaths of the 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:

(6.) The Company shall not without the consent of the district board allow any advertisements or placards to be placed on any hoarding or erection in their possession within the district during the construction of the works or after their completion:

(7.) The Company on the completion of the works shall lodge with the district board a plan with enlargements to a scale of not less than eleven feet to one inch showing the position of the pipes laid by them and also the position of every pipe

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sewer or other work uncovered during the execution of any works by the Company:

(8.) The residents in the district shall be entitled to demand a supply of sea water from mains passing within a distance of twenty-five yards from their houses:

(9.) The Company shall not deposit any subsoil or materials anywhere within the district so as to cause any nuisance or obstruction to any persons using the roads or footways within the parish:

(10.) The Company shall make full compensation to the district board for any damage to or subsidence of any sewer drain or work under the jurisdiction or control of the district board in or under any street road or footway in or under which any works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company their contractors servants or agents and whether such damage or subsidence shall happen during the construction of such works or at any time thereafter:

(11.) Any difference arising between the Company and the district board respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the vestry of the parish of St. James Westminster.

23. For the protection of the vestry of the parish of St. James Westminster (herein-after referred to as "the vestry") the following provisions shall have effect:—

(1.) Before the Company shall break up any road or street in the parish of St. James Westminster they shall give to the vestry notice thereof (in writing) and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing the work and the Company shall also deposit in a bank to be agreed upon before commencing such work such reasonable sum as the vestry may desire which shall be returned to the Company free of all deductions whatsoever on the highways roads and streets and the footways thereof within the parish being restored and maintained as provided in subsection 3 hereof to the reasonable satisfaction of the said vestry and on payment of such costs charges and expenses if any as may be reasonably incurred by the vestry 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 subsection 3 hereof after the notice therein stated the vestry 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 vestry in relation to the works and acts of the Company shall be deducted from the deposit and the balance only thereof shall be returned to the Company :

(2.) Before the Company shall commence any works in the parish 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 vestry 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 vestry shall (in writing) require :

(3.) The Company shall within six months after any part of any public highway road or street within the parish 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 vestry may (in writing) direct and to the reasonable satisfaction of the said vestry 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 vestry 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 vestry 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 vestry and do not carry out or execute such works with such materials and in such manner as the said vestry may direct then and in that case the said vestry 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 vestry may deduct the cost of the works so executed by them as provided in subsection 1 hereof :

(4.) The Company with the consent of the vestry or of the London County Council if the roadway is maintained by them may extend their pipes and works within the parish Provided that all the acts and operations of the Company shall be so done and effected under the superintendence and subject to the

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reasonable satisfaction of the vestry and of the London County Council if the roadway is maintained by them:

(5.) The Company on the completion of the works shall lodge with the vestry a plan to a scale of not less than eleven feet to one inch showing the position of the pipes laid by them and also the position of every pipe sewer or other work uncovered during the execution of any works by the Company:

(6.) The parishioners of the parish of St. James Westminster shall be entitled to demand a supply of sea water from mains passing within a distance of twenty-five yards of their houses:

(7.) 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 to the vestry such quantity of water as the vestry shall require for the public baths and wash-houses in the parish and for street watering sewer flushing and other municipal purposes at such rates (lower than those charged to private consumers) as may be respectively agreed upon but not exceeding those now paid by the vestry for the supply of fresh water for the respective purposes aforesaid:

(8.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the Board of Works for the St. Giles' District.

24. For the protection of the Board of Works for the St. Giles' District (in this section called "the board") the following provisions shall have effect (viz.):—

(1.) Before the Company shall break up any street (which term shall comprise and include any highway road street footway or pavement or any part thereof) in the parishes of St. Giles-in-the-Fields or St. George Bloomsbury (herein-after called "the district") they shall give to the board notice thereof in writing such notice to be delivered at the office of the board not less than fourteen days before commencing the work and shall before commencing such work deposit in a bank to be named by the board such reasonable sum as the board may desire such sum to be returned to the Company on the streets within the district being restored and maintained as provided in subsection 3 hereof to the reasonable satisfaction of the board and on payment of such costs charges and expenses including superintendence (if any) 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 subsection 3 hereof after the notice as therein stated the board may themselves execute the works of restoration reparation and maintenance therein specified and deduct from the deposited sum the costs charges and expenses including superintendence reasonably incurred by the board in relation thereto and the balance only thereof shall be returned to the Company :

(2.) Before the Company shall commence any works in the district which may cause temporary diversion or obstruction of any street or any inconvenience to the 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 reasonable arrangement and provision for the passage of traffic as the board shall in writing require :

(3.) The Company shall with all convenient speed and within three months after any street within the district shall have been first broken up fill up reinstate and restore such street in a well-rammed and workmanlike manner and in such manner and with such materials as the board may in writing direct and to the reasonable satisfaction in all respects of the board and shall for six months next after the same shall have been so restored as aforesaid 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 streets in good and substantial repair in every respect to the reasonable satisfaction of the board and if the Company fail refuse or neglect to comply with the written request of the board or do not carry out or execute such works with such materials and in such manner as the board may direct then and in any and every such case the board may 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) carry out and execute the works matters and things referred to in the said notice of request and deduct the cost of the works so executed by them as herein-before provided :

(4.) The Company with the consent of the board may extend their pipes and works within the district Provided that all the works of the Company shall be done under the superintendence and subject to the reasonable satisfaction of the board at the expense of the Company :

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(5.) The Company on the completion of the works shall lodge with the board a plan to a scale of not less than eighty-eight feet to one inch with enlargements at junctions to a scale of not less than twenty-two feet to one inch showing the position of all pipes or other works laid by them and of every pipe sewer or other work uncovered during the execution of any works by the Company :

(6.) The Company shall on being required to do so by the owner or occupier of any premises in the district situate within twenty-five yards from any main of the Company provide and maintain a supply of sea water to such premises for all or any of the purposes for which the same may by this Act be supplied at a cost not exceeding five shillings per one thousand gallons and the Company shall also on being required by the board so to do provide and maintain a supply of sea water to the board for any public purposes for which they may require the same at rates not exceeding those which the board are now charged for the supply of fresh water for the like purposes and shall furnish and lay any pipe that may be necessary for such purpose provided that the cost of so much of any pipe for the supply of sea water as may be laid for a greater distance than thirty feet from any existing pipe of the Company or as may be on private property shall be defrayed by the person or body requiring such supply :

(7.) Any difference between the Company and the board respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the vestry of Paddington.

25. For the protection of the vestry of Paddington (herein-after called " the vestry ") the following provisions shall apply and have effect :—

(1.) Before the Company shall break up any road or street in the parish of Paddington they shall give to the vestry notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing the work and the Company shall also before commencing such work deposit in a bank to be agreed upon such reasonable sum as the vestry may desire which said sum shall be returned to the Company free from all deductions whatsoever on the foot and carriage ways within the said parish of Paddington being restored and maintained as provided in subsection 3

hereof to the reasonable satisfaction of the vestry and on payment of such costs charges and expenses if any as may be reasonably incurred by the vestry in relation to the works and acts of the Company but in the event of the Company failing to comply with the condition in subsection 3 hereof after the notice therein stated the vestry 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 vestry in relation to the works and acts of the Company shall be deducted from the deposit and the balance only thereof shall be returned to the Company :

(2.) Before the Company shall commence any works in the said parish of Paddington 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 vestry 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 vestry shall in writing require :

(3.) The Company shall within six months after any part of any public highway road or street within the parish of Paddington 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 vestry may in writing direct and to the reasonable satisfaction of the vestry 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 vestry 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 vestry for a reasonable time 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 vestry and do not carry out or execute such works with such materials and in such manner as the vestry may direct then and in that case the vestry may themselves or by their officers or contractors at the expiration of seven days after the service of notice in writing on the Company at the offices of the Company proceed to carry out and execute the works matters and things referred to in the said notice and in that case the vestry may deduct the cost of the works so executed by them as provided in subsection 1 hereof :

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(4.) The Company shall if called upon by the vestry enter into a contract or agreement with the vestry for the supply of sea water for municipal purposes and the charges to be made by the Company for the supply of such sea water shall be fixed by agreement between the Company and the vestry but shall not exceed the sum paid by the vestry for fresh water In the event of any such contract or agreement being entered into by the Company with the vestry the Company shall when requested so to do by and with the authority and consent of the vestry lay a sufficient service to any standpost which the vestry may erect within one hundred yards of any main belonging to the Company :

(5.) Nothing contained in this Act shall be held to render the vestry liable for any damages to any of the mains or pipes of the Company through the performance with ordinary and reasonable care of the works in the restoration of any of the foot carriage way pavements disturbed or in connexion with the operations of steam or other rolling sewer or drainage works :

(6.) The Company shall at all times during the progress of the works provide all necessary hoardings and barriers the same to be well and efficiently lighted and watched and every precaution taken for the due and proper protection of the public The Company to be held responsible for any damage whatever caused during or by the execution of the works :

(7.) Should it be found necessary to alter or interfere with any matter connected with the sewers pipes drains gulleys air shafts &c. notice must be given to the vestry of such intention to alter or amend the same sewers drains gulleys &c. the same to be restored to their former efficiency to the satisfaction of the vestry :

(8.) No trench or cutting in the roadways to be opened for a longer distance than two hundred and fifty yards or for a longer period than seven days without special permission of the vestry :

(9.) All mains and pipes to be laid at a depth of not less than three feet from the surface of the roadway :

(10.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institute of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

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For the protection of the vestry of St. Mary Abbotts Kensington.

26. For the protection of the vestry of St. Mary Abbotts Kensington the following provisions shall apply and have effect:—

(1.) Before the Company shall break up or open the pavement surface or soil of any street within the parish of St. Mary Abbotts Kensington in the county of London for the laying of any mains or pipes or for any other purpose they shall give to the vestry of the said parish (herein-after called "the vestry") notice thereof in writing and such notice shall be delivered at the office of the vestry not less than fourteen days before commencing any such works and the Company shall also before commencing such works deposit in a bank to be agreed upon such reasonable sum as the vestry may desire which shall be returned to the Company free from all deductions whatsoever on the pavement or the surface or soil of any street which may be opened up by the Company being restored and maintained as herein-after provided:

(2.) The Company shall open up the roads in such lengths at such times for such periods and in such manner generally as may be reasonably directed by the surveyor to the vestry in writing and shall lay the mains and pipes and execute all necessary works in a proper and expeditious manner and the Company shall as the mains and pipes are so laid forthwith fill in the trench opened consolidating and punning in the filled-in earth in the most thorough manner returning to the trench so far as practicable the various strata in the order of their excavation and placing and distributing the top metalling stones or paving in such a way and at such a level as not to be dangerous to traffic passing over the roads or footways Upon the trenches being so filled in as aforesaid the Company shall thereupon forthwith forward to the surveyor of the vestry a notice to make perfect the roads or footpaths disturbed in order that the same may be restored to the condition in which they were prior to being opened up and interfered with by the Company and upon receipt of the aforesaid notice the vestry shall forthwith execute all works which their surveyor may deem reasonably necessary the Company holding the vestry harmless and indemnified against liability for any accident arising from the condition of the trenches prior to the vestry entering thereon for the purposes of repair:

(3.) All such works of reparation shall be executed by the vestry with all reasonable despatch after the receipt of the aforesaid notice from the Company The vestry shall also have full power and authority to execute any further or other works of repair which may have been rendered necessary in the

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reasonable opinion of their surveyor by the works or operations of the Company at any time during a period of six months from the date of the Company's notice to the surveyor of the vestry and the reasonable costs and charges of and incidental to all such works of restoration reparation and maintenance as aforesaid together with all other reasonable expenses in connexion with the supervision thereof shall be paid by the Company and in default of payment may be deducted from the said deposit and the balance only shall be returned to the Company:

(4.) Before the Company shall commence any works in the parish 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 reasonable arrangement and provision for the passage of traffic shall be approved in writing by the surveyor of the vestry and the Company shall before commencing any such works at their own expense make such reasonable arrangement and provision for the traffic as the surveyor of the vestry shall in writing require:

(5.) The Company with the consent in writing of the surveyor of the vestry may extend their pipes and works within the parish Provided that all the acts and operations of the Company shall be so done and effected under the superintendence and subject to the reasonable satisfaction of the surveyor of the vestry:

(6.) Nothing contained in this Act shall be held to render the vestry liable for any damage or damages which may be occasioned by them to or caused by any main or mains or pipes or works belonging to the Company through the performance with ordinary and reasonable care of any works of road formation road reparation steam road rolling sewer works drainage works or any other works of a kindred character:

(7.) The Company on the completion of the works shall lodge with the surveyor of the vestry a plan to a scale of not less than eighty-eight feet to one inch with enlargements at junctions of twenty-two feet to one inch showing the position of the pipes laid by them and also the position of every pipe sewer or other work uncovered during the execution of any works by the Company or otherwise:

(8.) Every parishioner of the parish of St. Mary Abbotts Kensington aforesaid shall be entitled to demand a supply of sea water from mains passing within a distance of twenty-five yards of any house or hereditaments in the parish in his occupation at rates not exceeding five shillings per one thousand gallons:

(9.) The Company shall if called upon by the vestry enter into a contract or agreement with the vestry in manner provided by this Act for the supply of sea water for baths or wash-houses or for street watering or sewer flushing or any other purpose for which the vestry or any public body chosen from or elected by the vestry may require the same and the charges to be made by the Company for the supply of such sea water shall not exceed the sum at present paid by the vestry or such public body for the supply of fresh water for the purposes for which the sea water may be required:

(10.) In the event of any such contract or agreement being entered into by the Company with the vestry as aforesaid the Company shall when requested so to do lay a sufficient service to any point which may be within twenty-five yards of any main belonging to the Company:

(11.) Any difference arising between the Company and the vestry respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

Works in the River Thames to be executed under the direction of the conservators of the River Thames.

27. All temporary or permanent works connected with the conduit (No. 8) by this Act authorised 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 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.

Bed of the river may be deepened.

28. In crossing the River Thames the conduit (No. 8) shall be placed at such a level as that the bed of the river both over the conduit (No. 8) 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 high-water mark and this provision shall apply to three hundred feet in the length of the said conduit (No. 8) in the centre of the river and the said conduit (No. 8) 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.

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Lights to be exhibited during the construction of works.

29. If during the placing of the conduit (No. 8) 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 such sum not exceeding ten pounds as the conservators shall deem right.

Company not to commence any work on shore of Thames until notice is given to conservators.

30. 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 without their consent in writing under the hand of their secretary.

Company not to interfere with the bed of the river.

31. Nothing in this Act contained shall authorise 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 herein-before mentioned And the Company in lieu of paying a consideration to be ascertained in pursuance of section 116 of the Thames Conservancy Act 1894 for a licence or permission to construct conduit (No. 8) under the river shall pay the sum of two hundred pounds to the conservators for such licence or permission (which licence or permission the conservators agree to grant after payment of the said sum of two hundred pounds) and the Company shall also pay to the conservators the sum of ten pounds for every month during which any temporary accommodation works may be on the bed banks or foreshore of the River Thames for use and constructing the said conduit (No. 8) or in connexion therewith.

Company not to take gravel &c. from the river without the consent of the conservators.

32. The Company shall not take any gravel soil or other material from the bed of the river except for the purposes of placing the conduit (No. 8) without the previous consent of the conservators of the River Thames signified in writing under the hand of their secretary.

Saving rights of the conservators of the river.

33. 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 conservators did or might lawfully claim use or exercise.

For the protection of Viscount Portman's Estate.

34. The Company shall not erect standpipes for the supply of water for the purposes of the parish or other local authority in any streets on the estate of which the Right Honourable William Henry Berkeley Viscount Portman is or now claims to be tenant for life in the parish of St. Marylebone except in such positions as shall be reasonably approved by the said Viscount Portman or other the owner of the said estate for the time being or his engineer or surveyor and the Company shall not erect any standpipes on that estate for the sale of sea water to the public The said Viscount Portman or other the owner of the said estate for the time being may if he thinks fit from time to time appoint an engineer or surveyor who may from time to time inspect the works of the Company within the limit of the said estate during construction and the Company shall give any person so appointed all necessary facilities for such inspection.

For the protection of the Lancing estate.

35. The following provisions shall apply and have effect for the protection of James Martin Carr-Lloyd and the estate in the parish of Lancing in the county of Sussex of which he is or claims to be tenant for life and other the owner or owners for the time being of the said estate who with the said James Martin Carr-Lloyd are in this section meant by and included in the expression "the owner":—

(1.) No works or operations of the Company of any kind whether of construction or repair shall (except in case of urgent necessity) at any time be done on in under or affecting any embankment groyne or sea defence of the said estate otherwise than in accordance with plans and specifications previously approved by the owner (and unless the owner shall signify his disapproval within twenty-one days after such plans and specifications shall have been served on the said owner or sent by registered post to his present or last known address in England or that of the steward of the manor of Lancing he shall be deemed to have approved of the same) and any work affecting any such embankment groyne or sea defence shall be carried out in all respects in accordance with the reasonable requirements of the owner and under the supervision of the engineer of the owner The Company shall be liable for and shall make good all damage and expenses resulting to any such embankment groyne or sea defence by reason or in consequence of any such works or operations of the Company:

(2.) The Company shall repay the owner all reasonable costs and expenses incurred in supervising any works of the Company in the said parish of Lancing or adjoining thereto on the south affecting any such embankment groyne or sea defence:

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(3.) The Company shall make full compensation to the owner for any damage to or subsidence of any such embankment groyne or sea defence in or under which any works by this Act authorised may be executed by the Company which may be caused by or in consequence of the act or default of the Company or their contractors:

(4.) The Company shall from time to time make full compensation to the owner and his tenants for all damage and injury which may from time to time be incurred or suffered by the bursting or giving way of any of the conduits reservoirs tunnels or other works by this Act authorised:

(5.) The Company shall not remove any gravel soil or other material from the foreshore of the said estate (except for the purpose of excavating a trench for laying the conduit No. 1) without the previous consent of the owner signified in writing under his hand or the hand of his solicitor or agent:

(6.) Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges or liberties of the owner in respect of the foreshore:

(7.) The Company shall not without the consent of the owner permanently take any portion of the said estate but the owner shall sell and grant to the Company an easement through the said estate to lay down construct and maintain the conduits and works by this Act authorised The amount to be paid for the acquisition of such easement shall in case of difference be settled in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement:

(8.) The Company shall before erecting any private telegraph wire or wires over any part of the said estate obtain the approval of the owner to the sites of the poles to support the same which shall not be unreasonably withheld:

(9.) If any difference shall arise between the Company and the owner respecting any of the provisions of this section (other than the amount to be paid for easements) the same shall be settled at the request of either party by an arbitrator to be appointed by the Board of Trade and this enactment shall be deemed to be a submission under the Arbitration Act 1889.

For the protection of the Duke of Bedford's estate.

36. The Company shall not erect standpipes for the supply of water for the purposes of the parish or other local authority in any streets on the estate of which the Most Noble Herbrand Arthur Duke of Bedford is or now claims to be the owner in the parishes of St. Paul Covent Garden St. Martin-in-the-Fields St. Pancras St.

Giles-in-the-Fields and St. George Bloomsbury in the county of London except in such positions as shall be reasonably approved by the said Duke of Bedford or other the owner of the said estate for the time being or his agent engineer or surveyor and the Company shall not erect any standpipes on that estate for the sale of sea water to the public without the consent in writing of the said duke his agent engineer or surveyor The said Duke of Bedford or other the owner of the said estate for the time being may if he thinks fit from time to time appoint an engineer or surveyor who may from time to time inspect the works of the Company within the limit of the said estate during construction and the Company shall give any person so appointed all necessary facilities for such inspection.

For the protection of the Duke of Westminster's estate.

37. The Company shall not erect standpipes for the supply of water for the purposes of the parish or other local authority in any streets on the estate of which the Most Noble Hugh Lupus Duke of Westminster K.G. is or now claims to be tenant for life in the parish of St. George Hanover Square in the county of London except in such positions as shall be reasonably approved by the said Duke of Westminster or other the owner of the said estate for the time being and the Company shall not erect any standpipes on that estate for the sale of sea water to the public The said Duke of Westminster or other the owner of the said estate for the time being may if he thinks fit from time to time appoint an engineer or surveyor who may from time to time inspect the works of the Company within the limit of the said estate during construction and the Company shall give any person so appointed all necessary facilities for such inspection.

For protection of property of C. F. Murray.

38. For the protection of Charles Frederick Murray or other the owner or owners for the time being of the land in the parish of Epsom fronting on the Dorking Road opposite the said field numbered 322 in which reservoir No. 6 is intended to be made (all of whom are in this section included in the expression "the owner") the following provisions shall have effect :—

(1.) The Company shall construct and place along the northern fence of the said field a continuous cleft oak park fence of not less than six feet high with necessary gates of the same description or such other ornamental fence and gates as may be agreed between the Company and the owner and shall thereafter at all times maintain the same to the reasonable satisfaction of the owner :

(2.) The side of the embankment of the reservoir facing the property of the owner shall be of such slope as shall in the opinion of the Company's engineer be sufficient and proper and

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shall be turfed in such manner as may be reasonably approved by the owner and the Company shall from time to time maintain and keep the slope of the said embankment and the grass thereon in good order and condition:

(3.) The Company shall not place any engines pumps sheds or buildings on any part of the said field numbered 322 within the distance of 100 feet from the northern fence of the said field:

(4.) Nothing in this Act shall authorise the Company to enter upon take or interfere with any part of the waste land lying between the said road and the said field except in so far as may be absolutely necessary for the purpose of carrying the conduits and works of the Company through the same:

(5.) The Company shall in the construction maintenance and management of their works take all reasonable precautions to prevent injury or annoyance to the owner:

(6.) Any difference which may arise between the owner and the Company with reference to any of the provisions of this section shall be determined by arbitration.

For the protection of Her Majesty's Commissioners of Works.

39. For the protection of Her Majesty's Commissioners of Works the following provisions shall have effect (namely):—

(1.) The Company shall not in carrying out the works authorised by this Act or for any other purpose break up or disturb any street or place or the pavement thereof in the neighbourhood of the Houses of Parliament or elsewhere under the management or control or direction of the Commissioners of Her Majesty's Works and Public Buildings (in this Act called "the Commissioners") or which are paved repaired lighted or watered by the Commissioners unless at least seven days' previous notice in writing of their intention so to do specifying the work proposed to be executed and the street place or pavement intended to be broken up or disturbed with any plan or other particulars required for explaining the work proposed be given to the engineer or surveyor of the Commissioners or left for him at his office or at the office of the Commissioners and the consent in writing of the engineer or surveyor of the Commissioners to the work proposed and the time of executing the same shall have been first obtained and the Company shall attend to the directions of such engineer or surveyor with a view to avoid unnecessary disturbance of traffic and to secure a free passage in such streets and places and to prevent needless injury to the streets and pavements and shall not open more of such streets places or pavements at one time than such engineer or surveyor shall in writing authorise and when the

Company shall break up or disturb any such street place or pavement they shall with all convenient speed complete the work for which the same shall be broken up and shall so soon as the works affecting it are completed and at the furthest within ten days from the day on which those works were begun or within such further time as the engineer or surveyor of the Commissioners shall prescribe restore the street place or pavement to as good a condition as it was in when it was broken up or disturbed under the superintendence and to the satisfaction of the engineer or surveyor of the Commissioners and the Company shall save harmless and keep indemnified the said Commissioners and their successors against any expenses consequent on any such works and if the Company fail to comply with the requirements of this Act they shall forfeit to the said Commissioners a sum of five pounds for every offence and an additional sum of five pounds for every day that the Company shall fail to comply with the directions of such engineer or surveyor and the said Commissioners may if they think fit restore the said street place or pavement broken up or disturbed and recover the expenses of such restoration and also the said sums so forfeited from the Company in an action or actions of debt:

(2.) The Company shall except in cases of emergency arising from defects in any of their pipes conduits or other works before executing any work by this Act authorised over or under any pipe or conduit or underground work belonging to or affecting the Commissioners in respect of their Orange Street Waterworks give to the engineer or surveyor of the Commissioners three days' notice in writing of the Company's intention to execute the work such notice to be given to the engineer or surveyor personally or left for him at his office or at the office of the Commissioners and shall in cases of such emergency as aforesaid give or leave such notice (as aforesaid) so soon as is possible after the beginning of the work or the necessity for the same shall have arisen:

(3.) Every such work shall be executed to the reasonable satisfaction of the engineer or surveyor of the Commissioners:

(4.) The Company in executing every such work shall take all such precautions and do all such things as shall prevent as far as possible any injury or interruption to the works and water supply of the Commissioners in respect of their Orange Street Waterworks as the engineer or surveyor of the Commissioners reasonably requires and shall make good all damage occasioned by the execution of such works:

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(5.) The Company shall not except in cases of such emergency begin any work interfering with any main or pipe of the Orange Street Waterworks aforesaid unless at least three days' previous notice in writing of their intention so to do describing the manner in which it is proposed to interfere with the mains or pipes be given to the engineer or surveyor of the Commissioners or left for him at his office or at the office of the Commissioners and the consent in writing of the said engineer or surveyor to the proposed time or mode of executing the work shall have been given :

(6.) The Company shall fully compensate the Commissioners in respect of any damage and loss sustained by them in consequence of any interruption at any time occasioned to the water supply of the Orange Street Waterworks through any main pipe or conduit by reason of the laying down or repair of any conduit or pipe or other work by this Act authorised 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 Commissioners affected thereby such compensation on demand the same may be recovered with full costs of suit by the Commissioners by proceeding in any court of competent jurisdiction :

(7.) 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 :

(8.) Nothing in this Act contained shall enable the Company to alter or vary the level of any water main pipe or conduit belonging to the Commissioners without the previous consent in writing of the Commissioners :

(9.) Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land soil tenements or hereditaments (including the subsoil and undersurface of any street road pavement or footway) in the neighbourhood of the Houses of Parliament or elsewhere or any rights of whatsoever nature belonging to or enjoyed or exercisable by the Queen's most Excellent Majesty in right of Her Crown and under the management or control or direction of the Commissioners of Works and Public Buildings or which are paved repaired lighted or watered by them without the previous consent in writing of the Commissioners on behalf of Her Majesty first had and obtained for that purpose (which consent the Commissioners are hereby authorised to give) and as incidental to any such consent as aforesaid the Company may enter into any agreement with the Commissioners who

may with the approval of the Treasury join in every such such agreement and the Commissioners with the like approval and the Company may respectively execute all necessary conveyances leases licences or other deeds of or relating to any land hereditaments or rights belonging to Her Majesty in right of Her Crown and under the management or control or direction of the Commissioners of Her Majesty's Works and Public Buildings or which are paved repaired lighted or watered by them and every agreement so entered into as aforesaid shall be performed by the Commissioners and the Company respectively and any works to be executed by the Company in pursuance of such agreement shall be executed at such times as the Commissioners shall direct and to the satisfaction of the Commissioners And nothing in this Act contained shall divert take away prejudice diminish or alter any estate right privilege power or authority now or from time to time vested or to be vested in or enjoyed or exercisable by the Queen's Majesty's Her heirs or successors or the Commissioners of Her Majesty's Works and Public Buildings.

For the protection of the London Brighton and South Coast Railway Company.

40. 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):—

(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 anywise impeded and if by the neglect or default of the

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Company or from any other cause the said works 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 herein-before 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 lands and property of the Brighton Company which may be necessary for constructing and maintaining the pipes by this Act authorised 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 herein-before 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.

For the protection of the London and South Western Railway Company.

41. For the protection of the London and South Western Railway Company (herein-after called "the South Western Company") the following provisions shall unless otherwise agreed be observed and have effect (that is to say):—

(1.) 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 South Western Company or upon any

lands or roads belonging to or used maintained or occupied by that company such mains or pipes shall be laid to the reasonable satisfaction and under the superintendence of the engineer of the South Western Company in all things at the expense of the Company (including therein the wages of watchmen and others and the cost of lighting) 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 to 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 South Western Company and the Company shall pay to the South Western Company for any easement required by them upon across or under any of the railways lands works or property of the South Western Company such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in the manner aforesaid :

(2.) All mains and pipes to be carried under any railway belonging to or worked by the South Western Company or under any lands or roads belonging to or used maintained or occupied by them or within a distance of five yards thereof shall be laid in properly constructed culverts and the tops of such mains and pipes shall not be less than four feet below the surface of such railway lands or roads :

(3.) In the event of the South Western Company desiring to alter or extend their railways or any of the works approaches buildings or conveniences connected therewith the Company shall give to the South Western Company every reasonable facility for the execution of such alteration or extension and shall pay any extra cost which may be occasioned to the South Western Company in consequence of the construction on their existing property of the works or the exercise of the powers by this Act authorised :

(4.) 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 South Western Company the Company shall

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give not less than fourteen clear days' notice of their intention so to do under the hand of their secretary to the secretary of the South Western Company sent by post in a registered letter addressed to the chief office of the South Western Company 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 or the South Western Company may repair such pipes or works without notice at the cost in all things of the Company.

For the protection of the North London the London and North Western the West London Extension the South Eastern and the London Chatham and Dover Railway Companies.

42. For the protection of the North London the London and North Western the West London Extension the South Eastern and the London Chatham and Dover Railway Companies the following provisions shall have effect (namely):—

(1.) 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 North London the London and North Western the West London Extension the South Eastern and the London Chatham and Dover Railway Companies or any or either of them or upon any lands belonging to or used or occupied by those companies or any 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 railway companies or any 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 railway companies or any 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:

(2.) 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 North London the London and North Western the West London Extension the South Eastern and the London Chatham and Dover Railway Companies or any 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 railway companies respectively or to the secretary of the respective company as the case may be sent 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.

For the protection of the Metropolitan Railway Company.

43. The following provisions for the protection of the Metropolitan Railway Company (herein-after called "the railway company") shall have effect:—

(1.) When the conduits or pipes will under the powers of this Act cross the railway and property of the railway company or be carried over the tunnels or structures of the said railway the said conduits or pipes shall be laid according to plans to be approved in writing by and executed at the expense of the Company under the superintendence and to the reasonable satisfaction in all respects of the engineer of the railway company and such conduits and pipes and the works connected therewith shall be so laid and executed respectively by such means and in such manner as (except and so far only as may be permitted by the approved plans) not to cut into or otherwise interfere with the brickwork or the superstructure or other works of the said railway and so as not to interfere with the free use of the said railway and the working of the traffic thereon and there shall be one or more stopcocks or other apparatus attached to the said conduits or pipes at such places thereon as shall be agreed on between the said engineer of the railway company and the Company or as failing agreement shall be decided by an engineer to be appointed by the Board of Trade on the application of either party in order to protect the undertaking and property of the railway company from injury in the event of defect in or accident to the said conduits or pipes And the same provisions shall apply in case the Company require to alter or replace the said conduits or pipes In case the Company shall carry any conduits and pipes of the

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Company over the railway of the railway company of such a size as in the reasonable opinion of the engineer of the railway company will be a source of danger to the railway in the event of their bursting the Company shall carry the same in an iron trough for the whole width and length of the arches and twenty feet on each side of it the said trough being made watertight and connected by means of drain pipes with the nearest sewer and will continue such work to the reasonable satisfaction of the engineer of the railway company:

(2.) 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 railway company the Company shall give not less than twenty-one clear days' notice of their intention so to do under the hand of their secretary to the secretary of the railway company which may be sent by post in a registered letter addressed to the chief office of the railway company 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:

(3.) The Company shall pay for any easement required by them upon across or under any of the railways lands works or property of the railway company such sum either annual or otherwise as may be agreed upon or failing agreement as shall be settled by an engineer appointed in the manner aforesaid and the Company shall not acquire any other or greater estate right or interest in upon or over any lands works or property of the railway company than an easement or right to construct and use the conduits or works by this Act authorised subject to and in accordance with the provisions of this Act:

(4.) If it shall at any time reasonably appear to the engineer of the railway company that any further works or appliances other than those in the last preceding subsections mentioned are required in order to prevent injury happening to the said railway by reason of the conduits or pipes being carried upon across under over or near the same or by reason of any works of the Company or of their failure or insufficiency the Company (subject as herein-after provided) shall at their own expense on being thereunto required in writing under the hand of the secretary for the time being of the railway company make and execute such further works Provided that in case any difference should arise between the railway company and the Company as to the necessity for or as to the extent or mode of execution of the further works or conveniences so required or as to the liability of the Company to execute the same or any part

thereof or otherwise in relation thereto such difference shall from time to time be referred to and decided by an engineer to be appointed by the Board of Trade on the application of either party:

(5.) During the construction of any works by this Act authorised upon across under over or adjacent to the said railway the Company shall bear and on demand shall pay to the railway company the reasonable expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching the said railway and the works and conveniences connected therewith with reference to and during the execution of such works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations of the Company or from the acts or defaults of the contractors or of any person or persons in their employ or otherwise:

(6.) The Company shall not in making and maintaining or using the mains or pipes and works by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the said railway or any traffic thereon and if at any time or times hereafter the free and uninterrupted and safe user of the said railway or any traffic thereon shall be obstructed hindered or interfered with contrary to this enactment the Company shall forfeit and pay to the railway company for each such obstruction fifty pounds per hour by way of ascertained damages for every hour during which each such obstruction hindrance or interference shall continue and the Company shall also make full compensation for any injury caused to the railways or works of the railway company by reason of any act or default of the Company:

(7.) Any difference between the Company and the railway company respecting any of the matters referred to in this enactment and not otherwise specifically provided for shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the Metropolitan District Railway Company.

44. For the protection of the Metropolitan District Railway Company (herein-after referred to as "the District Company") the following provisions shall unless otherwise agreed have effect (namely):—

(1.) The Company shall not without the previous consent in writing of the District Company enter upon take or use either

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temporarily or permanently the railway of the District Company (under which term are included the stations sidings works tunnels property conveniences and approaches connected with that railway) nor shall the Company without the previous consent in writing of the District Company alter vary or in any way interfere with the railway of the District Company or its property But these consents shall not be unreasonably withheld so long as the railway is adequately protected :

(2.) Before the Company commences any works or any alterations or repairs thereof under or over the railway of the District Company or within twenty yards thereof they shall give to the District Company twenty-one days' notice in writing of their intention so to do accompanied by full and detailed plans sections and specifications of the works so to be executed and the proposed mode of executing the same the District Company shall within such twenty-one days signify in writing their approval of or objection to such plans sections and specifications and failing any objection the works may proceed and in case of objection the works shall not be proceeded with until the same shall have been approved by the District Company or an arbitrator as herein-after provided :

(3.) All works of the Company crossing or affecting the railway of the District Company shall at the option of the District Company be executed by the District Company at the expense of the Company or by the Company under the superintendence and to the satisfaction of the engineer of the District Company and according to the plans sections and specifications which shall have been previously submitted to and approved by the District Company as herein-before provided and such works shall be at all times maintained at the option of the District Company either by that company or by the Company in either case at the sole expense of the Company :

Any repairs or works required in cases of sudden emergency arising from accident to or defects in any of the pipes or other works of the Company may be immediately executed by the Company in which case notice shall be given to the District Company as soon as possible after the beginning of the work or the necessity for the same has arisen :

(4.) The District Company shall be entitled at the expense of the Company to supervise the mode in which the works affecting their railway are carried out and for this purpose and for the protection of their railway to appoint such engineers inspectors and watchmen as may be reasonably necessary :

(5.) Any conduit or pipe which may be laid across the railway of the District Company shall be provided by and at the expense of the Company with valves on one or at the request of the District Company on both sides of the railway such valves to be placed in such a position as to be readily accessible at all times by the Company and by the District Company and to be kept in proper working order by the Company In case of any fracture of any such conduit or pipe the District Company may shut off the water unless the water shall have been forthwith shut off by the Company:

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

(7.) The Company shall so construct place maintain and use their telegraph wire or wires and all works in connexion therewith so as not injuriously to affect or interfere with the working of any wire line or apparatus now or hereafter on the railway of the District Company and from time to time used or intended to be used for the purpose of transmitting electric power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus:

(8.) If by reason of the construction user or maintenance of the said works the traffic upon the railway of the District Company shall be in any way impeded or interfered with the Company shall pay to the District Company by way of liquidated damages in addition to the costs and expenses herein-before mentioned one hundred pounds for every hour during which such traffic shall be impeded or interfered with:

(9.) The Company shall also indemnify the District Company for any damages or compensation which may be recovered against them and all other costs charges and expenses which the District Company may be put to or incur by reason of any interruption of the traffic on their railway or by reason of any accident thereon or by reason of any injury or damage caused to the works or lands of the District Company or by reason of any additional pumping which the District Company [may

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consider necessary occasioned by the acts or defaults of the Company:

(10.) If any dispute or difference shall arise between the District Company and the Company concerning any of the matters herein-before referred to the same shall be settled by an arbitrator to be agreed upon or by an arbitrator to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either party and the costs and expenses of and attending any such reference shall be borne and paid as such arbitrator shall direct:

(11.) The Company shall acquire an easement only in and upon any works lands and property of the District Company which may be necessary for laying down and maintaining the pipes by this Act authorised to be laid:

(12.) The amount to be paid for the acquisition of any easement upon under or across the railway of the District Company as herein-before provided shall be settled in the manner provided by the Lands Clauses Acts with respect to the purchase of land otherwise than by agreement.

For the protection of the waterworks of any local authority and of water companies incorporated by Act of Parliament or Royal Charter.

45. For protection of the respective works rights and interests of any local authority and of the several water companies incorporated by Act of Parliament or Royal Charter 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 authorised over under or within five feet of any such pipe or conduit or any underground work give to the local authority or water company to whom the same belongs three days' notice in writing of the Company's intention to do so such notice to be given to the clerk of the local authority or secretary of such water company as the case may be 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 except in cases of such emergency shall be executed under the superintendence and to the reasonable satisfaction of the engineer of such local authority or 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:

(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 local authority or water company as the engineer of such local authority or water company reasonably requires and shall make good all damage occasioned by the execution of such works:

(4.) The Company shall not except in cases of such emergency begin any work interfering with any main or pipe of any local authority or any of the several water companies aforesaid unless at least three 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 local authority or water company or left for him at their principal office and the Company shall pay all reasonable expenses of such local authority or water company of superintending the execution of every such work:

(5.) The Company shall not in any way alter displace or otherwise interfere with any main or pipe of any local authority or any of the several water companies aforesaid but the engineer of the respective local authorities or water companies 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 local authority or water company for whom he acts and all expenses properly incurred by them in that behalf shall be repaid to them by the Company:

(6.) Provided that if such local authority or water company for three days next after the day specified in the notice served by the Company for the commencement of the works interfering with the main or pipe of such local authority or water company or for three days after such later day as the Company by notice in writing to such local authority or 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 local authority or water company:

(7.) The several local authorities and water companies aforesaid respectively shall not be liable for any damage or injury

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occasioned to the works of the Company or in any way consequent thereupon unless the damage or injury arises from the neglect or default of the local authority or water company their engineer workmen or servants :

(8.) If any difference under the foregoing provisions shall arise between the Company and any of the local authorities or 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 :

(9.) The Company shall fully compensate the several local authorities and water companies aforesaid in respect of the damage and loss sustained by them respectively in consequence of any interruption at any time occasioned to the water supply of the local authority or water company through any main pipe or conduit by reason of the laying down or repair of any conduit or pipe by this Act authorised 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 local authority or water company affected thereby that compensation on demand the same may be recovered with full costs of suit by such local authority or water company by proceeding in any court of competent jurisdiction :

(10.) 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 :

(11.) 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 local authority or water company to whom the same belongs :

(12.) 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 local authority or of any waterworks company incorporated by Act of Parliament or Royal Charter and within the limits of this Act.

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For the protection of the South Metropolitan Gas Company.

46. For the protection of the South Metropolitan Gas Company (herein-after called "the gas company") the following provisions shall have effect (that is to say):—

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company (herein-after called "apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and according to plans to be previously approved by the engineer for the time being of the gas company and such works matters and things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the gas company Provided that if the gas company shall elect themselves to execute the whole or any portion of the works matters and things which the Company may by this Act be empowered or required to do with reference to or affecting the apparatus of the gas company and of such their election shall give seven days' notice in writing to the Company the gas company may themselves execute the whole or any portion of the said works matters and things and the expense of and incident thereto shall be repaid by the Company to the gas company on demand and be recoverable in any court of competent jurisdiction:

(2.) No apparatus of the gas company shall be altered displaced or otherwise interfered with until the Company shall have laid to the satisfaction of the said engineer fresh apparatus for continuing the supply of gas:

(3.) Every pipe or other apparatus of the Company other than a service pipe laid over and across any apparatus of the gas company shall be so laid as to leave between them a space of two feet at least and to be self-supporting for a distance of three feet at least on either side of such apparatus at the point of crossing so that the gas company may the more easily repair their apparatus 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 convenience of access to their apparatus as they have at the time of the Company laying down such pipe or apparatus:

(4.) If by reason of the execution of the works by this Act authorised any apparatus of the gas company be injured or any additional or increased length of apparatus become requisite the gas company at the expense of the Company in all things may make such repairs connexions and additions as may be necessary Provided that if the gas company after reasonable

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notice neglect to make the same they may be made by the Company:

(5.) If any serious interruption whatsoever in the supply of gas by the gas company or any material loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the acts or defaults 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 such interruption for the use and benefit of the gas company the sum of fifty pounds for every day or part of a day during which such interruption shall continue such sum to be recovered by the gas company in any court of competent jurisdiction:

(6.) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the Wandsworth and Putney Gas Light and Coke Company.

47. For the protection of the Wandsworth and Putney Gas Light and Coke Company (herein-after called "the Wandsworth Company") the following provisions shall have effect (that is to say):—

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Wandsworth Company (herein-after called "apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and according to plans to be previously approved by the engineer for the time being of the Wandsworth Company and such works matters and things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Wandsworth Company Provided that if the Wandsworth Company shall elect themselves to execute the whole or any portion of the works matters and things which the Company may by this Act be empowered or required to do with reference to or affecting the apparatus of the Wandsworth Company and of such their election shall give seven days' notice in writing to the Company the Wandsworth Company may themselves execute the whole or any portion of the said works matters and things and the expense of and incident thereto shall be repaid by the Company to the Wandsworth Company on demand:

(2.) No apparatus of the Wandsworth Company shall be altered displaced or otherwise interfered with until the Company shall have laid to the satisfaction of the engineer for the time being of the Wandsworth Company fresh apparatus for continuing the supply of gas:

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

(4.) If by reason of the execution of the works by this Act authorised any apparatus of the Wandsworth Company be injured or any additional or increased length of apparatus become requisite the Wandsworth Company at the expense of the Company in all things may make such repairs connexions and additions as may be necessary provided that if the Wandsworth Company after reasonable notice neglect to make the same they may be made by the Company:

(5.) If any serious interruption whatsoever in the supply of gas by the Wandsworth Company or any material loss of gas shall be in any way occasioned or sustained by any act or omission of the Company their contractors servants or agents the Company shall forfeit and pay to the Wandsworth Company for such interruption for the use and benefit of the Wandsworth Company the sum of fifty pounds for every day or part of a day during which such interruption shall continue such sum to be recovered by the Wandsworth Company in any court of competent jurisdiction:

(6.) Any difference arising between the Company and the Wandsworth Company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending such reference shall be borne and paid as such arbitrator shall direct.

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For the protection of the Epsom and Ewell Gas Company.

48. For the protection of the Epsom and Ewell Gas Company (herein-after called "the Epsom Company") the following provisions shall have effect (that is to say):—

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the Epsom Company (herein-after called "apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and according to plans to be previously approved by the engineer for the time being of the Epsom Company and such works matters and things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the Epsom Company Provided that if the Epsom Company shall elect themselves to execute the whole or any portion of the works matters and things which the Company may by this Act be empowered or required to do with reference to or affecting the apparatus of the Epsom Company and of such their election shall give seven days' notice in writing to the Company the Epsom Company may themselves execute the whole or any portion of the said works matters and things and the expense of and incident thereto shall be repaid by the Company to the Epsom Company on demand:

(2.) No apparatus of the Epsom Company shall be altered displaced or otherwise interfered with until the Company shall have laid to the satisfaction of the engineer for the time being of the Epsom Company fresh apparatus for continuing the supply of gas:

(3.) Every pipe or other apparatus of the Company other than a service pipe laid over and across any apparatus of the Epsom 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 three feet at least on either side of such apparatus at the point of crossing so that the Epsom Company may the more easily repair their apparatus when necessary and the said pipe or apparatus of the Company shall in all other respects be so laid that the Epsom Company shall at all times have the same convenience of access to their apparatus as they have at the time of the Company laying down such pipe or apparatus:

(4.) If by reason of the execution of the works by this Act authorised any apparatus of the Epsom Company be injured or any additional or increased length of apparatus become requisite the Epsom Company at the expense of the Company in all things may make such repairs connexions and additions as may be necessary provided that if the Epsom Company after

reasonable notice neglect to make the same they may be made by the Company:

(5.) If any serious interruption whatsoever in the supply of gas by the Epsom Company or any material loss of gas shall be in any way occasioned or sustained by any act or omission of the Company their contractors servants or agents the Company shall forfeit and pay to the Epsom Company for such interruption for the use and benefit of the Epsom Company the sum of twenty-five pounds for every day or part of a day during which such interruption shall continue such sum to be recovered by the Epsom Company in any court of competent jurisdiction:

(6.) Any difference arising between the Company and the Epsom Company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the National Telephone Company Limited.

49. For the protection of the National Telephone Company Limited (herein-after called "the telephone company") the following provisions shall have effect (that is to say):—

(1.) All works matters and things which the Company may be empowered or required to do or execute with reference to any pipe tube wire or apparatus laid down or placed for telephonic purposes belonging to the telephone company (herein-after called "apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the reasonable direction of and according to plans to be previously approved by the engineer for the time being of the telephone company and such works matters and things shall not be commenced until after seven days' previous notice thereof in writing shall have been given to the telephone company Provided that if the telephone company shall elect themselves to execute the whole or any portion of the works matters and things which the Company may by this Act be empowered or required to do with reference to or affecting the apparatus of the telephone company and of such their election shall give seven days' notice in writing to the Company the telephone company may themselves execute the whole or any portion of the said works matters and things and the reasonable expense of and incident thereto shall be repaid by the Company to the telephone company on demand:

(2.) No apparatus of the telephone company shall be altered displaced or otherwise interfered with until the Company shall

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have laid to the reasonable satisfaction of the said engineer fresh apparatus for providing and continuing telephonic communication:

(3.) Every pipe or other apparatus of the Company other than a service pipe laid over and across any apparatus of the telephone company shall be so laid that the telephone company shall at all times have convenient access to their apparatus:

(4.) If any serious interruption in telephonic communication belonging to the telephone company shall be occasioned by any act or omission of the Company or of their contractors the Company shall forfeit and pay to the telephone company for such interruption for the use and benefit of the telephone company the sum of twenty pounds for every day or part of a day during which such interruption shall continue:

(5.) Any difference arising between the Company and the telephone company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed as arbitrator by the president for the time being of the Institution of Civil Engineers and the costs and expenses attending any such reference shall be borne and paid as such arbitrator shall direct.

For the protection of the West Sussex County Council.

50. For the protection of the West Sussex County Council the following provisions shall have effect:—

(1.) No line of pipes shall be carried over under or along any bridge belonging to or under the control of the West Sussex County Council or the approaches thereto or over under or along any culvert or drain under any of the main roads under the control or management of the said county council so as to impair the structure of any such bridge or approach or to interfere with the traffic thereon and the Company shall not at any time commence any work in any such main road until they shall have given the county council fourteen days' previous notice in writing by leaving such notice at the office of the county surveyor together with plans and sections showing any bridges culverts or drains under such roads with which the Company propose to interfere and the manner of such interference and also showing where the pipes are proposed to be laid under the metalled portion of any such main road and the Company shall comply with and conform to all orders directions and regulations of the said county council and shall provide by new altered or substituted works in such manner as the county council may deem necessary for the proper protection of and for preventing injury or impediment to any road bridge culvert or drain belonging to them or under their

control respectively by or by reason of the works or any part thereof and shall save harmless the said county council against all and every expense to be occasioned thereby and all such works shall be done and maintained by the Company under the direction of and to the satisfaction of the county surveyor or in case of default by the Company then by the county surveyor and in either case at the costs charges and expenses in all respects of the Company :

(2.) In the construction of the works hereby authorised the Company shall so far as practicable lay their pipes under the unmetalled part of any road under the control or management of the said council or if there is no unmetalled part thereof then under the footway of such road and the Company shall not in the exercise of their rights of deviation lay their pipes across from one side of any metalled road under such control or management as aforesaid to the other except in cases of necessity without the consent in writing of the county council or their surveyor and the Company shall not deviate vertically so that the existing levels of the main roads shall in any way be altered without such consent as aforesaid and in no case shall any part of the Company's pipes be laid within two feet of the surface of the road without the like consent :

(3.) The Company shall before erecting any private telegraph wire or wires obtain the approval of the county council or their surveyor to the sites of the poles to support the same on or by the side of county roads and the Company shall pay to the county council or its committee or representatives a rent of one shilling per annum for each such pole :

(4.) In the event of any dispute or difference arising between the county council and the Company with reference to any of the matters aforesaid such dispute or difference shall be referred to an engineer to be appointed by the president for the time being of the Institution of Civil Engineers whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct.

For the protection of the Croydon Rural District Council.

51. For the protection of the Croydon Rural District Council (herein-after called "the council") be it enacted as follows :—

(1.) All works affecting any road bridge or sewer belonging to or under the control of the council or the approaches to any such bridge shall be constructed in accordance with plans and specifications previously submitted to and approved by the surveyor for the time being of the council and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor and shall be thereafter

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maintained by the Company at their own expense and under such superintendence as aforesaid Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications within fourteen days after the same shall have been submitted to him the same shall be deemed approved:

(2.) In the event of any dispute or difference arising between the council and the Company with reference to any of the matters aforesaid such dispute or difference shall be referred to an engineer to be appointed by the president for the time being of the Institution of Civil Engineers whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct.

For the protection of the Epsom Urban District Council.

52. For the protection of the Epsom Urban District Council (herein-after called "the council") the following provisions shall have effect:—

(1.) The Company shall not in any year except in case of urgent necessity open or break up any street or bridge nor erect any telegraph pole or wire or lay any telegraph under any street in the district of the council during the race meetings held at Epsom being and known respectively as the Epsom Spring and Summer Meetings nor during the week previous to the first day of the said race meetings:

(2.) No line of pipes shall be carried over under or along any bridge belonging to or under the control of the council or the approaches thereto or over under or along any culvert sewer or drain under any of the main roads or streets under the control or management of the council so as to impair the structure of any such bridge or approach or to interfere with the traffic thereon or so as to impair or injuriously interfere with such culvert sewer or drain and the Company shall not at any time commence any work in any such main road or street until they shall have given the council fourteen days' previous notice in writing by leaving such notice at the office of the surveyor and also of the waterworks engineer for the council together with plans and sections showing any bridges culverts sewers or drains under such roads or streets with which the Company propose to interfere and the manner of such interference and also showing where the pipes are proposed to be laid under the metalled portion of any such main road or street and the Company shall comply with and conform to all orders directions and regulations of the said council and shall provide by new altered or substituted works in such manner as the council may deem

necessary for the proper protection of and for preventing injury or impediment to any road street bridge culvert sewer or drain belonging to them or under their control respectively by or by reason of the works or any part thereof and shall save harmless the said council against all and every expense to be occasioned thereby and all such works shall be done and maintained by the Company or under the direction of and to the satisfaction of the surveyor for the council and in case of default by the Company then by the said surveyor and in either case at the costs charges and expenses in all respects of the Company In the construction of the works hereby authorised the Company shall so far as practicable lay their pipes under the unmetalled part of any road or street under the control and management of the council or if there is no unmetalled part thereof then under the footway of such road or street and the Company shall not in the exercise of their rights of deviation lay their pipes across from one side of any metalled road or street under such control or management as aforesaid to the other except in cases of necessity without the consent in writing of the council or their surveyor and the Company shall not deviate vertically so that the existing levels of the main roads or streets shall in any way be altered without such consent as aforesaid and in no case shall any part of the Company's pipes be laid within two feet of the surface of the road or street without the like consent:

(3.) The Company shall before erecting any telegraph wire or wires obtain the approval of the council or their surveyor to the sites of the poles to support the same on or by the side of roads or streets under the control of the council and the Company shall pay to the council or its committee or representatives a rent of one shilling per annum for each such pole:

(4.) Sections twelve twenty-one to twenty-nine (both inclusive in case the Company erect any such telegraph wire or wires) and section forty-two of the Telegraph Act 1863 shall be incorporated with this Act so far as the same are applicable:

(5.) The Company shall not at any time empty discharge or draw off the contents of the reservoir or work (No. 6) into upon or over the drainage system of the council so as to injuriously interfere therewith:

(6.) The Company shall from time to time make full compensation to all persons for all damage and injury which may from time to time be incurred or suffered by reason of or in consequence of the bursting or giving way of any of the reservoirs or the conduits by this Act authorised:

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(7.) The council shall be entitled (notwithstanding anything in the eighty-seventh section of this Act) to demand if they choose a contract with the Company and the Company shall enter into the same for the supply by the Company to the council of sea water in bulk or otherwise as the council may think fit Such supply shall not at any time be at a less pressure than that maintained or maintainable by the Company for their own purposes If any difference arise as to the terms of such contract the same shall be settled by arbitration in accordance with the provisions of the Arbitration Act 1889 and any Act amending the same :

(8.) Subject to the express provisions of this Act nothing in this Act shall prejudice diminish alter or take away any of the estates rights interests powers authorities or privileges of the council :

(9.) The provisions of the above subsections shall be in addition to and not in derogation of any other provisions of this Act and the Acts incorporated therewith which may enure for the protection and benefit of the council:

(10.) In the event of any dispute or difference arising between the council and the Company with reference to any of the matters aforesaid not herein-before otherwise provided for such dispute or difference shall be referred to an engineer to be appointed by the president for the time being of the Institution of Civil Engineers whose decision shall be final The costs of such reference and of the award shall be borne as such engineer shall direct.

For the protection of the Surrey County Council.

53. For the protection of the Surrey County Council the following provisions shall have effect:—

(1.) No line of pipes shall be carried over under or along any bridge belonging to or under the control of the Surrey County Council or the approaches thereto or over under or along any culvert or drain under any of the main roads under the control or management of the said county council so as to impair the structure of any such bridge or approach or to interfere with the traffic thereon and the Company shall not at any time commence any work in any such main road until they shall have given the county council fourteen days' previous notice in writing by leaving such notice at the office of the county surveyor at Kingston-on-Thames together with plans and sections showing any bridges culverts or drains under such roads with which the Company propose to interfere and the manner of such interference and also showing where the pipes are proposed to be laid under the metalled portion of any such

main road and the Company shall comply with and conform to all orders directions and regulations of the said county council and shall provide by new altered or substituted works in such manner as the county council may deem necessary for the proper protection of and for preventing injury or impediment to any road bridge culvert or drain belonging to them or under their control respectively by or by reason of the works or any part thereof and shall save harmless the said county council against all and every expense to be occasioned thereby and all such works shall be done and maintained by the Company under the direction of and to the satisfaction of the county surveyor or in case of default by the Company then by the county surveyor and in either case at the costs charges and expenses in all respects of the Company:

(2.) In the construction of the works hereby authorised the Company shall so far as practicable lay their pipes under the unmetalled part of any road under the control or management of the said county council or if there is no unmetalled part thereof then under the footway of such road and the Company shall not in the exercise of their rights of deviation lay their pipes across from one side of any metalled road under such control or management as aforesaid to the other except in cases of necessity without the consent in writing of the county council or their surveyor and the Company shall not deviate vertically so that the existing levels of the main roads shall in any way be altered without such consent as aforesaid and in no case shall any part of the Company's pipes be laid within two feet of the surface of the road without the like consent:

(3.) The Company shall before erecting any private telegraph wire or wires obtain the approval of the county council or their surveyor to the sites of the poles to support the same on or by the side of county roads and the Company shall pay to the county council or its committee or representatives a rent of one shilling per annum for each such pole:

(4.) In the event of any dispute or difference arising between the county council and the Company with reference to any of the matters aforesaid such dispute or difference shall be referred to an engineer to be appointed by the president for the time being of the Institution of Civil Engineers whose decision shall be final The cost of such reference and of the award shall be borne as such engineer shall direct.

Limits of lateral and vertical deviation.

54. 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

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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 but may only raise the same to an extent not exceeding three 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 power 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 three feet in addition or raise above the surface of the ground any part of the pipes except so far as shown on the deposited plans.

Capital.

55. The capital of the Company shall be six hundred thousand pounds in shares of not less than ten pounds each.

Shares not to be issued until one fifth paid.

56. 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.

Calls.

57. 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.

58. 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.

59. 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.

60. 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 shares to be paid out of the profits of the year only.

61. 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.

62. 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 is 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 in certificates.

63. 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 shares.

64. 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

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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 shares not to be cancelled or surrendered.

65. 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.

66. 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 herein-before 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.

67. The Company may from time to time borrow on mortgage any sum not exceeding in the whole one hundred and fifty thousand pounds but no part thereof shall be borrowed until the whole capital of six hundred 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 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 as 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.

For appointment of a receiver.

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

Application of moneys.

69. 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.

70. 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 and of all mortgages at any time created and issued by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were created) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be indorsed on all mortgages and certificates of debenture stock.

Number of directors.

71. The number of directors shall be not less than five.

Qualification of directors.

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

Quorum.

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

First directors.

74. Frederick Wissler Harry Cove Sothers and Henry Hallett Hancock 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 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 they continue 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.

Election of directors.

Period for compulsory purchase of lands.

75. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Power to take additional lands by agreement.

76. 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 authorised to take by compulsion and the Company may hold the same not exceeding in the whole at one time forty acres Provided it shall not be lawful for the Company to erect buildings

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on such lands except for the purpose of bathing or swimming establishments or other buildings or conveniences in connexion 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 Nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being created or permitted by them upon any land so taken.

Period for completion of works.

77. If the waterworks authorised 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 except as to so much thereof as is then completed.

Power to take easements &c. by agreement.

78. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other persons than parties to the agreement have an interest) 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 rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants easements rights and privileges as aforesaid respectively.

Restriction on taking houses of labouring class.

79. The Company shall not under the powers of this Act purchase or acquire in any parish in the metropolis as defined by the Metropolis Management Act 1855 or in any other city borough or other urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty

shillings a week and the families of any such persons who may be residing them with them.

Rates at which water is to be supplied.

80. Subject to the provisions of this Act the Company shall 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 five shillings per one thousand gallons.

Water not necessarily under pressure.

81. 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.

82. 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 on showing his authority if required to do so 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 purpose 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.

83. 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.

Sums due to Company may be recovered in any court of competent jurisdiction.

84. 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 of discontinuance.

85. 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 or sent by post to the principal office for the time being of the Company.

Company may supply sea water &c.

86. The Company may from their waterworks supply sea water to any corporation commissioners public body or company 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.

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Contracts between Company and public and local bodies for laying pipes and supply of water.

87. 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 county or parish council urban or rural district council or other local authority and any railway company and any other companies bodies persons or person with respect to the laying of pipes and for 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.

88. 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.

Contents of summons &c.

89. 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 sums.

Penalties not cumulative.

90. 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.

91. Nothing contained in this Act shall authorise 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 Crown under Crown Lands Act.

92. 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 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.

93. The Company shall not out of any money by this Act authorised 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.

94. The Company shall not out of any money by this Act authorised 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 authorising the Company to construct any other work or undertaking.

Costs of Act.

95. 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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