ANNO DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. xxxix.

An Act to enable the *New River* Company to construct certain Sewers, Drains, and other Works in and near the Town of *Hertford*, and for other Purposes. [2d *June* 1854.]

WHEREAS an Act was passed in the Fifteenth and Sixteenth Years of the Reign of Her present Majesty, intituled *An Act to enable the Governor and Company of the* New River *to improve their Supply of Water, and for other Purposes*: And whereas it is expedient that the said Company should be enabled to provide more effectually against the Deterioration of the Waters supplying the said *New River*, by the Construction of certain intercepting Sewers, Drains, and other Works in and near the Town of *Hertford*, and that the Limits of the said Act should be more clearly defined: And whereas the following Acts have been passed, relating more or less directly to the said Company; *videlicet*, the several Acts of the Thirteenth Year of *Elizabeth*, Chapter 18, of the Third Year of *James* the First, Chapter 18, of the Fourth Year of *James* the First, Chapter 12, of the Eleventh Year of *George* the Second, Chapter 14, of the Twelfth Year of *George* the Second, Chapter 32, of the Seventh Year of *George* the Third, Chapter 51, and of the Nineteenth Year of *George* the Third, Chapter 58, respectively, and the several Acts 15 & 16 Vict. c. clx.

The New River Company's (Hertford Sewerage Diversion) Act, 1854.

(Local or Local and Personal) of the Forty-fifth Year of *George* the Third, Chapter 69, of the Third Year of *George* the Fourth, Chapter 109, of the Thirteenth and Fourteenth Year of *Victoria*, Chapter 109, and the Sixteenth and Seventeenth Year of *Victoria*, Chapter 166, respectively: And whereas the said Company are willing to execute the said Works, but the same 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; (that is to say,)

Short Title.

I. That in citing this Act for any Purpose, it shall be sufficient to use the Expression "The *New River* Company's (*Hertford* Sewerage Diversion) Act, 1854."

8 & 9 Vict. c. 18. incorporated.

II. That "The Lands Clauses Consolidation Act, 1845," shall, for the Purposes of this Act, be incorporated with this Act.

10 & 11 Vict. c. 17. incorporated.

III. That the Second and Third Sections of "The Waterworks Clauses Act, 1847," and also the Provisions and Clauses of that Act with respect to the "Construction of the Waterworks," with respect to the "Construction of Works for the Accommodation of Lands adjoining the Waterworks," with respect to the "breaking-up Streets for the Purpose of laying Pipes," with respect to the Provision for "guarding against fouling the Water of the Undertakers," and with respect to the "Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices," and with respect to Access to the Special Act, shall be incorporated with this Act, and shall extend only to the several Works by this Act authorized to be made; and in construing those Sections of that Act in connection with this Act, the Word "Waterworks" shall be deemed to include Sewers and Drains.

Power to make Works according to deposited Plan.

IV. Whereas a Plan and Section showing the Line and Levels of the Works herein-after particularly described, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the said Works are intended to be made or pass, have been deposited with the Clerk of the Peace for the County of *Hertford*: Be it enacted, That, subject to the Provisions of this Act, the Company may from Time to Time make and maintain the several Works by this Act authorized, and herein-after particularly described, in the Line and in and through the Lands delineated in the Plan of such Works, and described in the Book of Reference relating

relating thereto, and may enter upon, take, and use such of the Lands described or mentioned in the Plan of such Works, and in the said Book of Reference relating thereto, as shall be necessary for the Purposes thereof.

Works authorized as herein named.

V. That the Works by this Act authorized shall comprise the following:

First, a Sewer or Drain commencing in the Parish of *Bengeo* in the County of *Hertford*, at the Western End of the public Highway called *Port Vale*, and terminating in the Parish of *Saint Andrew*, *Hertford*, in the said County, at or near the East End of a Bridge over the River *Beane* called *Cow Bridge*:

Second, a Sewer or Drain commencing in the Parish of *Saint Andrew*, *Hertford*, in the public Highway called the *North Road*, near to *Sele's Mill*, and terminating in the said Parish by a Junction with the Sewer or Drain firstly herein-before described at the East End of *Cow Bridge* aforesaid:

Third, a Sewer or Drain commencing in the same Parish, in the public Highway called the *Hertingfordbury Road*, at or near the Cottager's Allotment Gardens there, and terminating in the same Parish by a Junction with the said firstly and secondly described Sewers or Drains at the East End of *Cow Bridge* aforesaid:

Fourth, a Sewer or Drain commencing in the same Parish by a Junction with the first, second, and third herein-before described Sewers or Drains at their Point of Junction at the East End of *Cow Bridge* aforesaid, and terminating in the Parish of *Saint John*, *Hertford*, by a Junction with the intended Sewer or Drain eighthly herein-after described, in the Road leading to the *King's Meads*, at or near the *Hertford* Station of the *Eastern Counties* Railway Company:

Fifth, a Pipe Track, Sewer or Drain commencing in the said Parish of *Saint Andrew*, *Hertford*, at the South End of the public Highway called *Hartham Lane*, and terminating in the Parish of *Saint John*, *Hertford*, by a Junction with the fourthly herein-before described Sewer or Drain in certain Lands called *Hartham Mead*:

Sixth, a Sewer or Drain in the said Parish of *Saint John*, *Hertford*, commencing on the Western Side of the *Lee* Navigation, at or near to *Bull's Plain Bridge*, and terminating in the same Parish by a Junction with the Drain or Sewer fourthly herein-before described, near the Bridge across the *Dicker Mill Head* Stream:

Seventh, a River Channel, and other Works connected therewith, on the River *Beane*, commencing in the said Parish of *Saint Andrew, Hertford*, at or near the Point of Junction of the said River *Beane* with the Back Stream from the Waste Gates of *Sele's Mill*, and terminating in the said Parish of *Saint Andrew, Hertford*, by a Junction with the River *Beane* at or near and on the South Side of *Cow Bridge* aforesaid, and to divert the Waters of the said River *Beane* and Stream into the said Channel:

Eighth, a Sewer or Drain commencing in the Parish of *Brickendon*, otherwise Liberty of *Brickendon*, in the Parish of *All Saints*, *Hertford*, in the County of *Hertford*, on the East Side of the River *Lee*, at or near a Garden now occupied by *Josh. Sterry*, and terminating in the said Parish of *Saint John*, *Hertford*, in the Road leading to *King's Meads* by a Junction with the Sewer or Drain fourthly herein-before described, at its Terminus at or near the *Hertford* Station of the *Eastern Counties* Railway Company:

Ninth, a Sewer or Drain commencing in the Parish of *Saint John*, *Hertford*, aforesaid, in the said Road leading to the said *King's Meads* at a Point where the said Sewers or Drains fourthly and eighthly herein-before described terminate and unite, and terminating in the Parish of *Great Amwell* in the County of *Hertford*, in *Amwell Marsh*, by a Junction with the River *Lee* Navigation at or near the lower Side of *Amwell Marsh* Lock; which said intended Sewer or Drain will pass from, through, or into the several Parishes, Townships, and Extra-parochial and other Places of *Saint John Hertford*, *Ware*, *Great Amwell*, and *Little Amwell*, or some of them, all in the County of *Hertford*.

Company to prevent Impediments in River Beane.

VI. That in constructing any Sewer or other Work, under the Powers of this Act, in, across or under the River *Beane*, the Company shall so construct the same as not to lessen the present sectional Area of the said River; and no Part of the Top of any Sewer or Pipe which shall be laid in the Bed of the said River shall be higher than One hundred Feet Six Inches above the datum Line of the Sections deposited and referred to in this Act.

Power to make an Outfall to the ninthly-described Sewer into Manifold Ditch, &c.

VII. Provided always, That the Company, if they think fit, may make the ninthly-described Sewer or Drain to terminate by an Outfall into such Part of the *Manifold Ditch* lying below the *Tumbling Bay*, now fixed and standing across that Ditch, as is within the Limits of Deviation marked on the Plans deposited for the Purposes of this Act, and may forbear to make such Part of that Sewer or Drain as would

would be between that Outfall into *Manifold Ditch* and the proposed Junction of that Sewer or Drain with the River *Lee* Navigation at or near the lower Side of *Amwell Marsh Lock*.

Company not to discharge Sewage Water into the River Lee until purified.

VIII. Provided always, That the Company shall not at any Time discharge or permit any Sewage or Sewage Water to flow from any of the Sewers or Drains by this Act authorized, immediately or mediately into any Part of the River *Lee* or of the River *Lee* Navigation, until after it has been subjected to the Process of Purification known as *Higg*'s Patent Process, intituled in the Letters Patent thereof "The Means of collecting the Contents of Sewers and Drains in Cities, Towns, and Villages, and for applying the same to agricultural and other useful Purposes," or some other Process which from Time to Time may be in use as the best then known practicable Process for the Purification thereof.

Board of Trade to decide as to Proceeding of Purification.

IX. That if any Question shall arise between the Company and any of the Parties interested in the Waters of the same River or Navigation as to the *bonâ fide* Compliance with this Provision, the Parties in difference or either of them may refer the Question to the Board of Trade, and that Board may make such Inquiries thereon as it thinks fit, and may declare what in its Opinion is the best then known practicable Process for such Purification; and every such Declaration, until it be superseded by a subsequent Declaration of the Board in the Premises, shall, for the Purposes of this Act, be conclusive as to what is the best then known practicable Process for such Purification; and the Expenses from Time to Time incurred by the Board in the Premises shall be ascertained by the Board, and shall be paid by the Parties in difference, or One of them, as the Board directs.

Company to make Embankments, &c., for Construction and Maintenance of Works.

X. That it shall be lawful for the Company to make and maintain all necessary Tunnels, Pipe Tracks, Sluices, Embankments, Aqueducts, Channels of Communication, Filtering Beds, Tanks, Culverts, Engines, Drains, Flood Gates, and other Conveniences for the effectual Construction, Use, and Maintenance of the Works by this Act authorized, and to remove any of their existing Works which may interfere therewith.

Company may cross and divert Roads, &c.

XI. That, subject to the Provisions of the several Acts incorporated herewith, it shall be lawful for the Company to cross, divert, break up, or alter all such Turnpike and other Roads, Highways, Footways, Tunnels, Bridges, Streets, Tramroads, Rivers, Navigations, Streams, Brooks, Watercourses, Drains, Pipes, and Sewers within the Parishes or Places from, in, through, or into which any of the Works will pass or be made as may be necessary for

effecting the Objects and Purposes of the intended Works by this Act authorized.

Provisions of 8 & 9 Vict. c. 20. as to Interference with Roads incorporated with this Act.

XII. That the Clauses of "The Railways Clauses Consolidation Act, 1845," numbered 53, 54, 55, 56, and 57, relating to the Substitution of other Roads for Roads interfered with, and to the Restoration of Roads interfered with, shall be incorporated with this Act; and in construing those Clauses in connection with this Act, the Expression "the Company" shall mean the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London*, and the Expression "the Railway" shall mean the Works by this Act authorized to be constructed.

Stream at Amwell to be conveyed over certain Works of the Company.

XIII. That in constructing the Works aforesaid, where the same shall pass the Stream now flowing between the Fields numbered 29 and 30 on the said deposited Plans, in *Great Amwell* aforesaid, the said Stream shall not be in any Manner diverted, but shall be carried under or over the same Works.

Sewer in Ware District to be covered and kept in repair by the Company.

XIV. That such Part of the said Sewer herein-before ninthly described as shall pass through or into the District of the *Ware* Local Board of Health, or any Part thereof, under the Provisions of this Act, shall be covered and not open, and shall, if made, at all Times be maintained and kept in good Repair, Order, and Condition by the Company; and the said Local Board shall have Power to make such Communication therewith as they may think fit for the Purposes of Sewerage.

As to Alteration of Gas and Water Pipes

XV. That it shall be lawful for the Company, for the Purpose of constructing the Works herein-before mentioned within the Parishes and Places of *Bengeo*, *Saint Andrew Hertford*, *Saint John Hertford*, *All Saints Hertford*, and *Brickendon*, in the Town and County of *Hertford*, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes, belonging to any of the Houses adjoining or near to the Works, and within the Parishes and Places aforesaid, and also the Mains or Pipes laid down by any Corporation, Company, Society, or Persons who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions to such Construction, so as the same be respectively done with as little Detriment and Inconvenience to such Corporation, Company, Society, Persons, or Inhabitants as the Circumstances will admit, and be done under the Superintendence and to the reasonable Satisfaction of the Parties to which such Water Pipes or Gas Pipes belong, and of the several Commissioners or Trustees or Persons having Control of the Pavements, Sewers, Roads, Highways, Streets, Lanes, and other public Passages and Places within the Parish, District, or

Place

Place where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor, if they or he shall think fit to attend after receiving not less than Forty-eight Hours Notice for that Purpose.

Company not to disturb Pipes until they have laid down others.

XVI. Provided always, That it shall not be lawful for the Company to remove or displace any of the Mains or Pipes (other than private Service Pipes), Syphons, Plugs, or other Works belonging to such Corporation, Company, Society, or Persons, or to do anything to impede the Passage of Water or Gas into or through such Mains or Pipes, until good and sufficient Mains or Pipes, Syphons, Plugs, and all other Works necessary or proper for continuing the Supply of Water or Gas as sufficiently as the same was supplied by the Mains or Pipes proposed to be removed or displaced, shall at the Expense of the Company have been first made and laid down in lieu thereof, and be ready for Use in a Position as little varying from that of the Pipes or Mains proposed to be removed or displaced as may be consistent with the Construction of the said Works, and to the Satisfaction of the Surveyor and Engineer of such Corporation, Water or Gas Company or Society, or, in case of Disagreement between such Surveyor or Engineer and the Company, as a Justice shall direct.

Not to lay Pipes contrary to any Act.

XVII. That it shall not be lawful for the Company to lay down any such Pipes contrary to the Regulations of any Act of Parliament relating to such Corporation, Water or Gas Company or Society.

Company to make full Compensation for all Loss or Damage done.

XVIII. That the Company shall make good all Damage done to the Property of the Corporation, or Water or Gas Company or Society, by the Disturbance thereof, and shall make full Compensation to all Parties for any Loss or Damage which they may sustain by reason of any Interference with the Mains, Pipes, or Works of such Corporation, Water or Gas Company or Society, or with the private Service Pipes of any Person supplied by them with Water or Gas.

Lands of the Eastern Counties Railway Company not to be taken without Consent.

XIX. And whereas Part of the Works by this Act authorized as shown on the Plans so deposited as aforesaid may be constructed within the Line of the Fences of the *Eastern Counties* Railway: Therefore, notwithstanding this Act or anything therein contained, the Company shall not enter upon, take, or use any Lands of the *Eastern Counties* Railway Company within the general Line of the Fences which guard that Railway without their previous Consent in Writing under the Hand of their Secretary

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Power to Eastern Counties Railway Company to grant a Right of laying down Works in Lands of the Railway Company.

XX. That the *Eastern Counties* Railway Company may make, and the Company may accept, a Grant in perpetuity, at an annual Rent, of a Right of making, maintaining, and using, according to the deposited Plans, the Works by this Act authorized to be made in the Lands of the *Eastern Counties* Railway Company, whether within or outside of such Fences, and any Agreement for such a Grant made between those Companies before or after the passing of this Act shall be binding on them respectively.

Recovery of Rent in arrear,

XXI. That the Rent reserved by any such Grant may be sued for and recovered by the *Eastern Counties* Railway Company in any Court of competent Jurisdiction.

Control of the Surface to remain in the Eastern Counties Railway Company.

XXII. Provided always, That, notwithstanding anything in this Act or in any such Grant contained, the *Eastern Counties* Railway Company shall have the entire Control of the Surface of the Land comprised in any such Grant, subject to the Right granted, and may use the same for any Widening or Enlargement of their Railway or Works: Provided nevertheless, that they shall not, after the Execution of any such Grant, do anything which would deprive the Company of the Right of User ganted to them, or which would prevent their having Access to any Works made in pursuance of this Act in Lands of the *Eastern Counties* Railway Company, for repairing or maintaining such Works.

Traffic on the Eastern Counties Railway not to be obstructed.

XXIII. That the Company shall not make any Work or do any Act by which the Traffic on the *Eastern Counties* Railway may be obstructed or impeded, and if the Company make any Work or do any Act having such Effect they shall for every such Offence pay to the *Eastern Counties* Railway Company Fifty Pounds, and also after Notice in Writing from the Superintendent, Servants, or Secretary of the same Company to remove such Obstruction, a further Sum of Fifty Pounds for every Hour during which such Obstruction continues, or during which such Traffic is impeded, and every such Penalty shall be recoverable, with Costs, in any Court of competent Jurisdiction.

For the Protection of the Eastern Counties Railway.

XXIV. That this Act or anything therein contained shall not authorize any Disturbance of or Alteration in the Position or Level of the Rails on the *Eastern Counties* Railway, or any Part thereof, without the previous Consent in Writing of the *Eastern Counties* Railway Company under the Hand of their Secretary; and all Works made under this Act, so far as they may interfere with or affect the *Eastern Counties* Railway, or any of the Works or Property of the *Eastern Counties* Railway Company, shall be done, and any Pipes laid or Channels made under that Railway, or under any of the Lands of

of that Company, shall be laid or made under the Direction and to the reasonable Satisfaction of their Engineer, and according to Plans and Specifications approved by him previously to the Commencement of any such Works; and before entering upon any Land of that Company for the Purpose of executing any Work; under this Act, the Company or their Engineer shall give not less than Twenty-one clear Days Notice in Writing to the Secretary of that Railway Company of their Intention to commence such Work, and of the Mode in which the same is proposed to be done; and if any Dispute arise between the Engineer of the Company and the Engineer of the *Eastern Counties* Railway Company, as to the Manner of executing any Work affecting the *Eastern Counties* Railway, or the Lands of the *Eastern Counties* Railway Company, every such Dispute shall be determined by Arbitration in the Manner prescribed by the "Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Provisions as to Repairs of Works of Eastern Counties Railway Company.

XXV. That the Company shall not acquire any Right or Property in the Railway or in any of the Lands of the *Eastern Counties* Railway Company within the general Line of the Fences which guard that Railway, other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized in the Lands of that Railway Company, and for repairing the same Works, and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the Engineer of that Railway Company, and the Company shall, on Demand, pay to that Railway Company all Expenses occasioned to or incurred by them, in case from the Necessity of the same they shall themselves make any such Repair for or by reason of the Maintenance or Repair on such Lands of such Works respectively, and the *Eastern Counties* Railway Company may sue for and recover the Amount of such Expenses in any Court of competent Jurisdiction; and if any Dispute arise between the Two Companies as to the Mode of making, repairing, or maintaining any such Work, every such Dispute shall be determined by Arbitration, in the Manner prescribed by the "Companies Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Eastern Counties Railway Company not to be liable for Damages occasioned by Company's Works.

XXVI. That the *Eastern Counties* Railway Company shall not, by reason of any such Lease or otherwise howsoever, be liable for any Damage occasioned to any Lands or to any Person by or in consequence of the Construction, Imperfection, or Failure of, or otherwise with respect to any of the Works by this Act authorized, but the Company shall be exclusively liable for all such Damage.

Saving Rights of Eastern

XXVII. Provided always, That, except only as is by this Act expressly provided with reference to the Works under this Act authorized

Counties Railway Company.

authorized to be made, this Act or anything therein contained shall not take away, lessen, alter, or in any way prejudicially affect any of the Rights, Powers, Authorities, or Privileges of the *Eastern Counties* Railway Company.

Sewers to be used for the Drainage of Hertford.

XXVIII. That from and after the making and Completion of the several new Sewers and Drains herein-before described in the said Parishes or Places of *Bengeo*, *Saint Andrew Hertford*, *Saint John Hertford All Saints Hertford*, and *Brickendon*, in the Town and County of *Hertford*, it shall be lawful for all Persons resident in the said several Parishes and Places to drain their Houses and Premises, and for all Surveyors and others having the Superintendence of the public Streets, Courts, Lanes, and Highways in the said several Parishes and Places, to drain the same by means of the Sewers and Drains by this Act authorized to be made, and from Time to Time to make such Openings and Communications into the said intended Sewers or Drains as shall be necessary for that Purpose; and such Openings and Communications may be made after Twenty-four Hours Notice to the Company, and shall be made under the Superintendence and to the Satisfaction of the Engineer or Agent of the Company.

Company may intercept Sewerage Water draining into River Lee from Town of Hertford.

XXIX. That from and after the making and Completion of the several new Sewers and Drains herein-before described in the several Parishes and Places in the Town and County of *Hertford*, it shall be lawful for the Company to enter upon any House, Buildings, and Premises to collect and intercept all Sewage Water from all Sewers or Drains leading from Houses, Streets, or other Premises in the said several Parishes or Places of *Bengeo*, *Saint Andrew Hertford*, *Saint John Hertford*, *All Saints Hertford*, and *Brickendon*, or any of them, and which now discharge into the River *Lee* or other Streams leading into the same, and to divert the said Sewage Water into the Sewers and Drains by this Act authorized to be made in the said several Parishes and Places, by means of proper and sufficient Culverts or Drains to be made by and at the Expense of the Company from the said existing Sewers of the said Houses, Streets, or other Premises, and the same shall be done by the Company accordingly, and such connecting Culverts or Drains shall thereafter be maintained by the Owners or Occupiers of the said Houses and other Premises, and the Surveyors in case of Streets.

Penalty for draining into River Lee.

XXX. That if any Person, after the Completion (so far as regards the Part passing by and furnishing an Outfall to his House, Buildings, or Premises) of the Sewers and Drains by this Act authorized to be made in the said several Parishes and Places of *Bengeo, Saint Andrew Hertford,*

Hertford, Saint John Hertford, All Saints Hertford, and *Brickendon,* in the Town and County of *Hertford,* shall make or carry any new Sewer or Drain from his House, Buildings, or Premises into or shall continue to use any Sewer or Drain now discharging its Waters into the said River *Lee,* from any Lands or Houses situate in the said Parishes or Places in the Town and County of *Hertford,* (after such last-mentioned Sewer or Drain shall have been rendered unnecessary by a proper and sufficient Sewer or Drain having been made by the Company in lieu thereof as aforesaid,) he shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, and the Company may remove, stop up, and abate any such Sewer or Drain as a Nuisance; and the Expense of such Removal, Stopping up, and Abatement, shall be paid by the Party causing such Nuisance, and may be recovered in the same Manner as Damages not specially provided for are by this Act and the Acts incorporated herewith directed to be recovered.

Saving Rights of Corporation of Hertford.

XXXI. That this Act or anything therein contained shall not extend or be construed to extend to prejudice, diminish, or affect any of the Rights, Powers, or Authorities vested in the Mayor, Aldermen, and Burgesses of the Borough of *Hertford,* but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Powers for compulsory Purchase of Lands limited.

XXXII. That the Powers by this Act conferred on the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period within which Works are to be completed.

XXXIII. That the Works hereby authorized may be completed on or before the Thirtieth Day of *June* One thousand eight hundred and fifty-seven, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Works or otherwise in relation thereto shall cease to be exercised, except as to so much of the Works as are then completed, and the necessary Repair and Maintenance of such Works.

Owners may grant Leases.

XXXIV. That all Persons by this Act empowered to convey Lands to the Company shall have full Power for the Purposes of this Act to grant to the Company any Lands and Streams, or the Right of User thereof, and to grant to the Company any Easement, Power, or Authority in or over such Lands or Streams in perpetuity in consideration of an annual Rent: Provided always, that in all such Grants, when made by any Corporation or by any Individual entitled to any Estate or Interest other than a Fee Simple for his own Benefit, there

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be reserved the best Rent or Remuneration that can reasonably be gotten for the Premises thereby granted, such Rent or Remuneration not being less than such as shall be determined according to the Provisions with respect to the Purchase of Lands by Agreement of "The Lands Clauses Consolidation Act, 1845," by Two able practical Surveyors or their Umpire: Provided also, that it shall be lawful for the Company to purchase at any subsequent Period the Release or Discharge of such Rent or Remuneration, Covenants and Stipulations, reserved by and contained in any such Grant.

Defining Limits of recited Act.

XXXV. And whereas the Company claim to have the Power by Charter, and under the Provisions of the said first-recited Act, to supply with Water (amongst other Parishes and Places) the Parishes and Places of *Saint John* without the Borough of *Hertford*, *Ware*, *Great Amwell*, *Little Amwell*, *Saint Margarets*, *Hoddesdon*, *Wormley*, *Broxbourne*, *Cheshunt*, *Enfield*, *Edmonton*, and *Tottenham*, in the Counties of *Hertford* and *Middlesex*; but such Right has been questioned, and it is expedient that the Limits of the Liability of the Company to supply Water, and the Rights of the Public to demand the same, should be defined: Be it therefore enacted, That for the Purposes of the said firstly-recited Act the Limits for the Supply of Water by the Company shall include and be deemed to include the Parishes and Places before named in this Section, and that Act shall be read and construed as if those Parishes and Places had been therein expressed to be included.

Power to borrow further Bond.

XXXVI. That, in addition to the several Sums of Money authorized to be raised by the said first-recited Act, it shall be lawful for the Company to borrow on Bond such further Sums of Money as shall from Time to Time, by any Order of a General Court of the Company, be authorized to be borrowed, not exceeding in the whole the Sum of One hundred thousand Pounds, and to secure the Repayment thereof, with Interest, by Bonds as herein-after provided.

Extending certain Provisions of first recited Act to this Act.

XXXVII. That the whole of the several Sections and Provisions of the said first-recited Act numbered respectively in the Copies thereof printed by the Printers to the Queen's most Excellent Majesty 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, such Sections and Provisions respectively relating "to the reborrowing of Money by the Company," "to the stamping of Bonds for securing Money," "to the Rights of Obligees in such Bonds," "to the Register of such Bonds," "to the Transfers of such Bonds," "to the Register of the Transfer of such Bonds," "to the Payment of Interest on Money borrowed on such Bonds," "to the Transfer of any Interest on such Bonds," "to the fixing of Periods for the Repayment of Money

borrowed

borrowed where no Period is fixed," and "to the Cessation of Interest after Notice to pay off such Bonds," and also the Schedules A. and B. annexed thereto, shall extend and apply to the several Objects and Purposes of this Act.

Application of Monies raised by Bond.

XXXVIII. That all Monies raised on Bond under the Powers of this Act shall be applicable only to the Purposes of the Undertaking and Works of the Company.

Power to apprehend Persons committing Offences named in Sect. 61 of 10 & 11 Vict. c. 17.

XXXIX. That it shall be lawful for any Constable or any Officer or Agent of the Company, and all Persons called by him to his Assistance, to seize and detain any Person who shall have committed any of the Offences enumerated in the Sixty-first Section of "The Waterworks Clauses Act, 1847," and whose Name or Residence shall be unknown to such Constable, Officer, or Agent, and to convey him with all convenient Dispatch before some Justice, without any Warrant or other Authority than this Act, and such Justice shall proceed with all convenient Dispatch to the hearing and determining of the Complaint against such Offender.

Saving Rights of the Ware Local Board of Health.

XL. Provided always, That this Act or anything herein contained shall not take away, lessen, alter, abridge, or prejudice any of the Rights, Powers, Authorities, or Privileges of the *Ware* Local Board of Health, under "The Public Health Act, 1848," or any Act incorporated therewith.

Saving Rights of the Trustees of the River Lee.

XLI. That this Act or anything herein contained shall not take away, alter, abridge, lessen, or prejudicially affect any Property, Right, Remedy, Protection, Power, Authority, Privilege, Toll, Duty, Exemption, or Benefit vested in or now enjoyed or exercised by the Trustees of the River *Lee;* but all such Property, Rights, Remedies, Protection, Powers, Authorities, Privileges, Tolls, Duties, Exemptions, or Benefit (except so far as the same are specially altered by this Act) shall be and remain in full Force and Effect, and shall be available for the Benefit of the said Trustees, in the same Manner to all Intents and Purposes as if this Act had not passed.

Saving Rights of Board of Ordnance.

XLII. That nothing in this Act contained shall extend or be construed to extend to prejudice or affect any Right, Title, or Interest belonging to the Principal Officers of Her Majesty's Ordnance.

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

XLIII. That nothing herein contained shall be construed to exempt the Company from the Provisions of the "Metropolis Water Act, 1852."

Expenses of Act.

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

"The Company."

XLV. That in the Construction of this Act, and of the Acts incorporated herewith, the Expression "the Company" shall mean the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London*.

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