ANNO VICESIMO TERTIO

VICTORIÆ REGINÆ.

Cap. lxxviii.

An Act for supplying *Dartford, Crayford, Eltham,* and other Places in *Kent* with Water.

[14th *June* 1860]

WHEREAS the present Supply of Water to the Towns of *Dartford, Crayford, Bexley, Wickham, Erith, Eltham, Chislehurst,* and *Bromley* in *Kent* is insufficient, and a good and abundant Supply could be afforded to those Places by constructing the necessary Works for supplying them with Water from the Springs and Streams herein-after mentioned: And whereas a Plan and Sections of the said Works, with a Book of Reference to the Plan, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands and Water which may be required for the Purposes of the Works, have been deposited with the Clerk of the Peace for the said County: And whereas the Persons herein-after named, with others, are willing at their own Expense to construct the said Works, but they cannot do so 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:

I. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act. 8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 17. incorporated.

Incorporation of Company.

II. *William Henry Wilson*, *Stafford Stratton Baxter*, *Dudderidge Gibbs*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united into a Company for the Purposes herein-after mentioned, and for such Purposes shall be incorporated by the Name of "The *North Kent* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands and other Property for the Purposes of but subject to the Restrictions of this Act.

Purposes of the Company.

III. The Company shall be established for the Purpose of constructing and maintaining the Waterworks herein-after described, and of erecting Engines, and of making Shafts, Wells, Adits, Reservoirs, Aqueducts, and Conduits, and of laying down Pipes, and executing all other Works necessary and convenient for supplying with Water the Inhabitants, Buildings, and Lands within the Parishes and Places of *Dartford*, *Crayford*, *Bexley*, *Wickham*, *Erith*, *Eltham*, *Chislehurst*, and *Bromley*, all in the County of *Kent*; and the Limits of this Act with regard to the Powers of affording such Supply shall be held to be co-extensive with the Limits of the Parishes and Places aforesaid.

Share Capital.

IV. The Share Capital of the Company shall be Forty thousand Pounds, divided into Four thousand Shares of Ten Pounds each.

Calls.

V. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders; and Three Months at the least shall intervene between the making of any Two successive Calls; and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls to be made in any One Year upon any Share.

Receipts for disqualified Persons.

VI. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Power to borrow on Mortgage.

VII. When the whole of the Capital or Sum of Forty thousand Pounds shall have been created and issued, and Parties shall be registered in the Books of the Company as the actual Holders thereof, and when One Half of the said Share Capital shall have been actually paid up, the Company may borrow on Mortgage or Bond any Sums of Money not exceeding in the whole Ten thousand Pounds.

First Ordinary Meeting.

VIII. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

IX. The

Quorum of General Meetings.

IX. The Quorum for any General Meeting of the Company shall not be less than Five Shareholders, holding in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

X. The Number of Directors shall be Three, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares at least in the Undertaking; but the Company at any General Meeting, after Notice of the Intention so to do, may, by Vote of the Majority of such Meeting, increase or diminish the Number of Directors, so that the Number be not more than Ten and not less than Four.

First Directors.

XI. *William Henry Wilson*, *Stafford Stratton Baxter*, and *Dudderidge Gibbs* shall be the First Directors of the Company.

Directors not to be disqualified by being Commissioners under Local Acts.

XII. No Person shall be disqualified as a Director by being a Commissioner or Trustee under any Act of Parliament, for any public Purposes, within the Limits of this Act; and no Shareholder of the Company shall be disqualified as such Commissioner or Trustee by reason of any Contract between the Company and the Commissioners or Trustees: Provided always, that no Commissioner or Trustee who is a Director or Shareholder shall act or vote at any Meeting of such Commissioners or Trustees, or at any Committee appointed by such Commissioners or Trustees, on any Question or with reference to any Matter in which such Director or Shareholder has a direct or indirect Interest as a Shareholder.

Quorum of Directors.

XIII. The Quorum of a Meeting of Directors shall be Two.

Number of Shareholders to convene Extraordinary Meeting.

XIV. The Number of Shareholders on whose Requisition an Extraordinary Meeting of the Company may be required to be convened shall be Ten Shareholders, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Power to make Works according to deposited Plan.

XV. Subject to the Provisions and Restrictions in this Act and the incorporated Acts contained, it shall be lawful for the Company to make and maintain the Works herein-after described, together with all proper Mains, Conduits, Pipes, Approaches, and Conveniences connected therewith, in the Lines and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Sections; and the Company may collect and divert into the intended Reservoirs and Works the Waters of the Stream called or known as the River *Stoneham*, and of any other Springs and Streams within the Limits of Deviation marked on the said Plan, and they may appropriate the same for the Purposes of such intended Works and Supply of Water; and the Company may enter upon, take, and use such of the Lands aforesaid, or they may acquire any Easement, Privilege,

lege, Power, or Authority in or over those Lands, as they may deem necessary for the Purposes of this Act.

Describing Works.

XVI. Subject to the Provisions of this Act, the Company may sink Wells and Shafts, and construct a Steam Engine and other Works in the Parish of *Crayford* in a certain Field called *Maiden Brooks*, and thence drive a lateral Drift or Adit to the before-mentioned River for the Purpose of catching and impounding the Waters thereof; and the Company may make and maintain the following Works, all of which will be in the said County of *Kent*:

1. A Cut or Conduit from the said River to the said Works, to be situated also in the said Parish of *Crayford*:
2. A Main Pipe or Aqueduct, commencing at the said Works in the said Parish of *Crayford*, passing thence through or into the Parishes and Places of *Crayford*, *Bexley*, *Wickham* otherwise *East Wickham*, and *Plumstead*, or some of them, and terminating at the Upper Reservoir in the said Parish of *Plumstead*, next herein-after described:
3. An Upper and a Lower Reservoir, with all necessary Works and Conveniences, in a Field in the said Parish of *Plumstead*, forming Part of *Clay* Farm, such Field being situate on the North Side of *Shooter's Hill*, and adjoining *Shrewsbury Lane*:
4. A short Main Pipe or Aqueduct, to be wholly situate in the Parish of *Dartford*, and to commence from and out of the before-mentioned Main or Aqueduct, at or near where the Footpath from *Barns Cray* joins the Turnpike Road from *Crayford* to *Dartford*, and to pass towards *Dartford* for about Four Chains along the said Turnpike Road.

Limits of Deviation.

XVII. In constructing the Waterworks the Company may deviate within the Limits of Deviation defined on the said Plan, and may deviate from the Levels of the Reservoirs as delineated on the said Sections to any Extent not exceeding Three Feet, and as to all other Works to any Extent not exceeding Five Feet.

Company may take temporary Possession of Land for certain Purposes without previous Payment of the Price.

XVIII. The Company may at any Time before the Expiration of the Period limited for the Completion of the Works, without making any previous Payment, Tender, or Deposit, enter upon any Lands within the Limits of lateral Deviation, as delineated on the said Plan, and not being a Garden, Orchard, or Plantation attached or belonging to a House, nor a Park, planted Walk, Avenue, or Ground ornamentally planted, and not being nearer to the Mansion House of the Owner of any such Lands than Five hundred Yards therefrom, and may occupy and use the said Lands so long as may be necessary for any of the following Purposes; (that is to say,)

For the Purpose of depositing Spoil thereon:

For the Purpose of forming Roads thereon to or from or by the Side of the said Works:

And in exercise of the Powers aforesaid the Company may deposit, and may also manufacture and work, upon such Lands Materials of every Kind used in constructing such Works, and may also dig and take from out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing any such Roads as aforesaid, and for the Purposes aforesaid may erect thereon Workshops, Sheds, and other Buildings of a temporary Nature: Provided always, that nothing in this Act contained shall exempt the Company from an Action for Nuisance or other Injury (if any), done in the Exercise of the Powers herein-before given, to the Lands or Habitations of any Party other than the Party whose Lands shall be so taken or used for any of the Purposes aforesaid: Provided also, that no Stone or Slate Quarry, Brick Field, or other like Place, which at the Time of the passing of this Act shall be commonly worked or used for getting Materials therefrom for the Purpose of selling or disposing of the same, shall be taken or used by the Company, either wholly or in part, for any of the Purposes lastly herein-before mentioned.

Company liable to Action for Nuisance.

No Quarry or Brick Field to be taken.

XIX. In case any such Lands shall be required for Spoil Banks, or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the said Works, the Company shall, before entering thereon (except in the Case of Accident to the Works requiring immediate Reparation), give Three Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes herein-before mentioned the Company shall (except in the Cases aforesaid) give Ten Days like Notice thereof, and shall in such Notices respectively state the Substance of the Provisions hereinafter contained respecting the Right of such Owner and Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be.

Company to give Notice to Owners and Occupiers previous to taking such temporary Possession.

XX. The said Notice shall either be served personally on such Owners and Occupiers, or left at their last usual Place of Abode, if any such can after diligent Inquiry be found; and in case any such Owner shall be absent from the United Kingdom, or cannot be found after diligent Inquiry, shall also be left with the Occupier of such Lands, or if there be no such Occupier, shall be affixed upon some conspicuous Part of such Lands.

Service of Notice on Owners and Occupiers.

XXI. In any Case in which a Notice of Three Weeks is herein-before required to be given, the Owner or Occupier of the Lands therein referred to may, within Ten Days after the Service of such Notice, by Notice in Writing to the Company, object to their making use of such Lands, either on the Ground that the Lands proposed to be taken for the Purposes aforesaid, or some Part thereof, or of the Materials contained

Owners and Occupiers may object that other Lands ought to be taken.

therein, are essential to be retained by such Owner, in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, or on the Ground that other Lands lying contiguous or near to those proposed to be taken would be more fitting to be used for such Purposes by the Company, and upon Objection being so made such Proceedings may be had as herein-after mentioned.

Proceedings before Justices on such Objection.

XXII. If the Objection so made be on the Ground that the Lands proposed to be taken, or some Part thereof, or of the Materials contained therein, are essential to be retained by the Owner in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, it shall be lawful for any Justice, on the Application of such Owner, to summon the Secretary of the Company to appear before Two Justices, at a Time and Place to be named in the Summons, such Time not being later than the Expiration of the said Twenty-one Days Notice, and on the Appearance of the Secretary, or in his Absence upon Proof of due Service of the Summons, it shall be lawful for such Justices to inquire into the Truth of such Ground of Objection; and if it appear to such Justices that for some special Reason, to be stated in the Order after mentioned, the Lands so proposed to be taken, or any Part thereof, or of the Materials contained therein, are essential to be retained by the Owner of such Lands in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, and ought not therefore to be taken or used by the Company, such Justices may, by Writing under their Hands, order that the Lands so proposed to be taken, or some Part thereof, or of the Materials contained therein, to be specified in such Order, shall not be taken or used by the Company, and after Service of such Order on the Company it shall not be lawful for them to take or use, without the previous Consent in Writing of the Owner thereof, any of the Lands or Materials which they are so ordered not to take or use.

If Objection that other Lands ought to be taken, Justices may determine which Lands shall be taken.

XXIII. If the Objection so made as aforesaid be on the Ground that other Lands lying contiguous to those proposed to be taken, and being sufficient in Quantity, and such as the Company are herein-before authorized to use for the Purposes aforesaid, would be more fitting to be used by them, and if in such Case the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for any Justice, on the Application of such Owner or Occupier, to summon the Secretary of the Company and the Owners and Occupiers of such other Lands to appear before Two Justices, at a Time and Place to be named in such Summons, such Time not being more than Fourteen Days after such Application nor less than Seven Days from the Service of such Summons; and on the Appearance of the Parties, or in their Absence upon Proof of due Service of the Summons, such Justices may determine summarily which of the said Lands shall be used by the Company

Company for the Purposes aforesaid, and may authorize the Company to occupy and use the same accordingly.

Inquiry may be adjourned and other Owners summoned.

XXIV. If in the Case last mentioned it shall appear to such Justices, upon the Inquiry before them, that the Lands of any other Party not summoned before them, being sufficient in Quantity and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more fitting to be used by them than the Lands of the Person who shall have been summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Inquiry nor less than Seven Days from the Service of such Summons, and on the Appearance of the Parties, or, in the Absence of any of them, on Proof of due Service of the Summons, it shall be lawful for such Justices to determine finally which Lands shall be used for the Purposes aforesaid, and to authorize the Company to occupy and use the same accordingly.

The Company to give Sureties if required.

XXV. Before entering under the Provisions herein-before contained upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials or forming Roads as aforesaid, the Company shall, if required by the Owner or Occupier thereof Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, to be approved of by a Justice in case the Parties differ, who shall enter into a Bond to such Owner or Occupier, in a Penalty of such Amount as shall be approved of by such Justice in case the Parties differ, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein mentioned.

Company before using such Lands to separate them from adjoining Lands, and to put up Fences and Gates.

XXVI. Before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto, with such Gates as may be required by the said Owner or Occupier for the convenient Occupation of such Lands; and shall also, to all private Roads used by them as aforesaid, put up Fences and Gates in like Manner, in all Cases where the same may be necessary to prevent the straying of Cattle from or upon the Lands traversed by such Roads; and in case of any Difference between the Owners or Occupiers of such Roads and Lands and the Company as to the Necessity for such Fences and Gates, the Company shall construct such Fences and Gates as any Two Justices shall deem necessary for the Purposes aforesaid, on Application being made to them in like Manner as herein-before provided in respect to the Use of such Roads.

Lands taken for getting Materials, &c., to be worked as

XXVII. If any Lands shall be taken or used by the Company under the Provisions of this Act for the Purpose of getting Materials therefrom for the Construction or Repair of the Works, they shall work the same in

the Surveyor of Owner may direct.

in such Manner as the Surveyor or Agent of the Owner of such Land shall direct, or, in case of Disagreement between such Surveyor or Agent and the Company, in such Manner as any Justice shall direct on the Application of either Party, after Notice of the Hearing of the Application shall have been given to the other Party:

Owner of Lands may compel Company to purchase Lands so temporarily used.

XXVIII. In all Cases in which the Company shall, in exercise of the Powers aforesaid, enter upon any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining therefrom Materials for the Construction or Repair of the Works, it shall be lawful for the Owners or Occupiers of such Lands, or Parties having such Estates or Interests therein as under the Provisions in the said Lands Clauses Consolidation Act mentioned would enable them to sell or convey Lands to the Company, at any Time during the Possession of any such Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from them in respect of such temporary Occupation, to serve a Notice in Writing on the Company, requiring them to purchase the said Lands, or the Estates and Interests therein capable of being sold and conveyed by them respectively; and in such Notice such Owners or Occupiers shall set forth the Particulars of such their Estate or Interest in such Lands, and the Amount of their Claim in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein capable of being sold and conveyed by the Parties serving such Notice.

Company to make Compensation for temporary Occupation of Lands.

XXIX. In any of the Cases aforesaid where the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein granted, it shall be incumbent on the Company within One Month after their Entry upon such Lands, upon being required so to do, to pay to the Occupier of the said Lands the Value of any Crop or Dressing that may be thereon, as well as full Compensation for any other Damage of a temporary Nature which he may sustain by reason of their so taking Possession of his Lands, and also from Time to Time during their Occupation of the said Lands to pay half-yearly to such Occupier, or to the Owner of the Lands, as the Case may require, a Rent, to be fixed by Two Justices in case the Parties differ, and the Company shall also within Six Months after they shall have ceased to occupy the said Lands, and not later than Six Months after the Expiration of the Times limited for the Completion of the Works respectively, pay to such Owner and Occupier, or deposit in the Bank of *England* for the Benefit of all Parties interested, as the Case may require, Compensation for all permanent or other Loss, Damage, or Injury that may have been sustained by them by reason of the Exercise, as regards the said Lands, of the Powers herein granted, including the full Value of all Clay, Stone, Gravel, Sand, and other Things taken from such Lands.

XXX. The

Power to purchase Land, &c. on Grants in perpetuity.

XXX. The Persons empowered by "The Lands Clauses Consolidation Act, 1845," to convey Lands shall have full Power to grant to the Company, for the Purposes of this Act, any Lands or Streams which the Company are by this Act authorized to take, or the Right of User thereof, or any Easement, Liberty, Privilege, Power, or Authority in or over the same in Fee Simple, in consideration of an annual Rent.

Grants by Persons under Disability to be at best Rent.

XXXI. In any such Grant to be made by any Party under any Disability or Incapacity to sell and convey Lands, as defined by "The Lands Clauses Consolidation Act, 1845," there shall be reserved the best yearly Rent or Remuneration for or in respect of the Premises thereby granted that can be gotten, and no Fine, Premium, or Foregift shall be paid upon or in respect of such Grant, such Rent or Remuneration being not less than shall be determined by Two able practical Surveyors, or their Umpire, in accordance with the Ninth Section of "The Lands Clauses Consolidation Act, 1845:" Provided always, that the Company may at any subsequent Period purchase the Release or Discharge of the Rent or Remuneration, Covenants and Stipulations, reserved by and contained in any such Grants.

Annual Rent to enure to same Uses as Land, &c. conveyed.

XXXII. The Rent or Remuneration paid or reserved in respect of any such Grant shall be and remain upon the same Uses, Trusts, and Purposes as those upon which the Rents and Profits of the Land so granted, or in respect of which the Easement, Liberty, Privilege, Power, or Authority is granted, stood settled or assured at or immediately before such Grant.

Rents to be First Charge on Rates.

XXXIII. Every such yearly Rent shall be charged on the Water Rates or Water Rents payable under this Act, or if the Rates be leased, then on the Rent reserved by the Lease, in preference to any other Charge whatever; and if at any Time any such Rent be not paid within Thirty Days after the same becomes payable, and after Demand thereof in Writing, the Person to whom such Rent is payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any Court of competent Jurisdiction, or may levy the same by Distress of the Goods and Chattels of the Company.

For Protection of Sewers of Metropolitan and other Boards.

XXXIV. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as prejudicially to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or with any Sewers or Works to be made or executed by the said Boards or Vestry or either of them, or shall or may in any way prejudicially affect the Sewerage or Drainage of the Districts under their or either of their Control, the

Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the respective Board or Vestry in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Board or Vestry 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 Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and 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, 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 Boards and Vestry respectively 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 Boards and Vestries, or any of them or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Company not to take certain Lands, &c.

XXXV. Nothing in this Act or the Acts herewith incorporated contained shall authorize or empower the Company, for the Purpose of forming or maintaining the Works hereby authorized or otherwise, to take or use or interfere with the River *Cray*, the *Middle River*, or any of the Lands adjoining or near thereto which are respectively numbered 11, 11*a*, 12, 13, 14, 15, 16, 17, 18, 19, 19*a*, 20, 21, 22, 23, 24, and 25, in the said Parish of *Crayford*, on the said Plan, or any Part of such Lands respectively, or any other Lands whatsoever situate within Twenty-five Yards of the said River *Cray* or of the said *Middle River*, or to make or drive any Well, Shaft, Drift, or Adit, or any Cut or Conduit from the Site of the proposed Well further Northward than

than beneath, but not beyond the Bed of the said *Stoneham River*, or upon, into, or under any other Lands whatever to the North or North-west of the said *Stoneham River*, or in or by any Manner or Means to take, cut off, intercept, divert, detain, diminish, or otherwise injuriously affect the Supply or Run of the Waters through or from the said River *Cray* and *Middle River* respectively to the Mill called *Crayford* Mill on the said River *Cray*, or to the Mill called *Barnes Cray* Mill on the said *Middle River*, or either of them, or to the Dock belonging to and occupied with the said *Crayford* Mill, or to the River or tidal Creek called the *Crayford* Creek communicating with the said Dock.

Engineer to be at liberty to inspect Works of Company.

XXXVI. For the Purpose of ascertaining whether any, and, if any, what Infringement of the Restrictions mentioned in the last preceding Section shall at any Time have been or is about to be made, it shall be lawful for, and the Company are hereby required to permit, an Engineer to be for that Purpose from Time to Time appointed by the Owner, Lessee, or Occupiers of the said *Crayford* Mill and *Barnes Cray* Mill respectively for the Time being, to enter into and upon the Lands and Works of the Company, as well during the Construction of such Works as from Time to Time thereafter, and whether above or below the Ground, for the Purpose of examining and ascertaining the Position, Direction, and Extent of the said Works, or of any of them; and the Company shall, and they are hereby required, at their own Expense, at all Times to afford and render to such Engineer all such practicable Facilities for so doing as shall from Time to Time be necessary, and as he may reasonably require.

Provision for gauging the Streams.

XXXVII. Provided always, That if such Engineer shall certify to the Company under his Hand at any Time or from Time to Time that in his Opinion the Supply from the Rivers or Streams and Springs to the said Mills, or either of them, and the said Dock, and the said *Crayford* Creek respectively, is affected as aforesaid, the Quantity of Water which such Rivers, Streams, and Springs supply thereto respectively shall then forthwith and from Time to Time be duly and properly ascertained by means of gauging the Water, and for this Purpose an Engineer shall be appointed by the Owner, Lessees, or Occupiers for the Time being of the said *Crayford* Mill and Premises, and of the said *Barnes Cray* Mill and Premises respectively, jointly with the Company within One Month after the passing of this Act, or if such Engineer be not so jointly appointed before the Expiration of such Month, then by Two Civil Engineers to be forthwith appointed, one by such Owner, Lessees, or Occupiers as aforesaid, and the other by the Company, in manner provided for the Appointment of Arbitrators by "The Railways Clauses Consolidation Act, 1845," and the said Two Engineers shall, previously to proceeding to gauge the said Water, appoint some

some fit and competent Civil Engineer to be their Umpire in case of any Difference between them; and the Engineer or Engineers, or their Umpire so appointed, shall duly and properly gauge and ascertain the Quantity of Water at such Place and Places, and in such Manner and at such Time or Times, as he or they shall think fit, and the Result of any such gauging so from Time to Time ascertained shall be certified by such Engineer or Engineers in Writing under his or their Hand or Hands to the Company, and to such Owner, Lessees, or Occupiers as aforesaid, and the Quantity so certified to be so supplied shall, for the Purpose of ascertaining the Amount of Compensation to be made under the Provisions with respect thereto herein contained, be taken to be the actual Supply to such Mills respectively, and to the said Dock and the said tidal Creek respectively, derived from such Rivers or Streams and Springs respectively; and for the Purpose of such gauging, the pumping of Water by the Company at the said proposed Works in the Parish of *Crayford* shall be stopped by the Company for the Space of Fourteen Hours at any Time required by such Engineer or Engineers.

If Water diverted, Compensation to be made to Owner, Lessees, and Occupiers in Money if required.

XXXVIII. If and whenever and so often from Time to Time as the Supply of Water heretofore derived from the said River *Cray* and *Middle River* to the said *Crayford* Mill, or to the said Dock, or the said tidal Creek, or to the said *Barnes Cray* Mill respectively, shall be taken away, cut off, intercepted, diverted, detained, diminished, or otherwise injuriously affected by reason of making or maintaining of the said Works, or consequent thereon, or of the subsequent working of the same at any Time, or otherwise by the Execution of the Powers hereby granted, or of any Act done or omitted to be done by the Company, the Company shall and they are hereby required to pay to the Owner, Lessees, and Occupiers respectively as aforesaid, if he or they shall elect to take the same in Money, full Compensation in Money (the Amount thereof to be ascertained in the Manner by this Act provided) for all Loss, Injury, Damage, or Expenses thereby occasioned to such Owner, Lessees, and Occupiers for the Time being of the said Mills and Premises, and such Compensation may be recovered from the Company, with full Costs, Charges, and Expenses, in any Court of competent Jurisdiction.

Compensation in Water to the said Mills, Dock, and Creek in a certain Event.

XXXIX. Provided, That if the Owner, Lessees, or Occupiers of the said Mills respectively shall not elect to accept a Money Compensation, then in lieu thereof the Company shall and they are hereby required forthwith, at their own Expense, to provide and supply to the Mill Head for the working of the said *Crayford* Mill, and also to the said Dock, and also to the said tidal Creek respectively, and also to and for the working of the said *Barnes Cray* Mill, good Water, equal in Quantity and Quality to the Water taken, cut off, intercepted, diverted, detained, diminished,

diminished, or otherwise injuriously affected as aforesaid; and shall, at their like Expense, in a proper and sufficient Manner, from Time to Time and at all Times, conduct the same, and continue for ever the same so conducted, into such Mill Head for the Supply respectively of the said *Crayford* Mill, and also to the said Dock, and also to the said tidal Creek, and also to the said *Barnes Cray* Mill, for the working thereof.

If Supply of Water to Crayford Mill interfered with, Company may be required to erect Steam Engine and provide for Expense of working.

XL. Provided, That if such Owner, Lessee, or Occupier of the said *Crayford* Mill, instead of requiring any such Compensation to be in Money or Water as aforesaid, shall by Notice in Writing to be left at the Office of the Company require the Company so to do, then and in any such Case the Company shall, in lieu of Compensation in Money or in Water, forthwith at their own Expense provide, erect, and set up and for ever maintain at the said *Crayford* Mill a fit and substantial Steam Engine, to be worked either in lieu or independently of or in conjunction with the Water Power for the Time being remaining for the working of the said *Crayford* Mill, of such Power as shall be fully equal to the Water Power for the working of such Mill which may at any Time be so taken, cut off, intercepted, diverted, detained, diminished, or otherwise injuriously affected by reason or means as aforesaid, together with all and every necessary and apt Machinery for the working of such Mill by means of any such Steam Engine, either in lieu of or in conjunction with such Water Power as aforesaid; and if at any Time and from Time to Time after any such Steam Engine shall have been so set up any further Loss of Water Power shall occur by reason or means aforesaid, beyond that existing at the Time any such Engine shall be first set up, the Company shall thereupon, and from Time to Time as Occasion shall require, at their own Expense, enlarge the Power of such Engine, or erect another or other like Steam Engine or Engines of such sufficient Power as shall be fully equal to the Loss of Water Power which for the Time being shall have occurred by reason or means as aforesaid, together with all such necessary and apt Machinery as aforesaid; and in respect of any such Steam Engine or Engines the Company shall half-yearly, on the Twenty-fourth Day of *June* and the Twenty-fourth Day of *December* in each Year, pay to the Owner, Lessee, or Occupier for the Time being of the said *Crayford* Mill such Sum of Money as shall be equal to the annual Cost and Expenses of Coal and of Repairs or Renewal of such Engine and Machinery, and of Labour and other annual or estimated annual Expenses whatsoever attending or incident to the working of any such Steam Engine; the Amount of such Payment, if any Difference arises in relation thereto, to be ascertained by Arbitration, in like Manner as herein provided for the Settlement of other Compensation, together with all Costs, Charges, and Expenses attending or incident thereto.

Charge to be an annual Payment by the Company.

If Water in Crayford Creek interfered with, Company to construct Basin and apply Water for flushing.

XLI. And as to the said *Crayford* Creek, if and whenever the Supply of Water now flowing into the same from the said Rivers, Streams, or Springs, or any of them or any Part thereof, shall be taken away, cut off, intercepted, diverted, detained, diminished, or the Scour or cleansing thereof otherwise injuriously affected by the Company, or by reason or means or in consequence of the making or maintaining of the said Works of the Company, the Company shall immediately thereupon, at their own Expense, construct and for ever after maintain in a substantial and perfect Manner, adjoining to and on the Eastern Side of the said Dock next to and below the said *Crayford* Creek, a sufficient Basin or Reservoir capable of containing such a Quantity of Water as shall be equal to the Quantity which shall be abstracted from the Waters heretofore flowing into the said *Crayford* Creek as aforesaid during Twenty-four Hours, with such Gates and Sluices as shall be fit and proper for the Purpose of the said Basin or Reservoir being filled at each Tide, and the whole Contents thereof discharged at Low Water of each Tide into and through the said Dock and *Crayford* Creek; and the Company shall at their own Expense cause the said Basin or Reservoir to be so filled and discharged each Tide at Low Water every Day; and in case of Failure therein by the Company, it shall be lawful for such Owner, Lessees, or Occupier of the said *Crayford* Mill, or for the Commissioners of the *Dartford and Crayford* Navigation, or for the Owner for the Time being of *Stoneham* Docks, to do so; and the Company shall pay to them or him all such Expenses as they may from Time to Time or at any Time sustain or incur thereby; and the Company shall in any such Case forfeit and pay to such Owner, Lessee, or Occupier as aforesaid, and to the said Commissioners, and to the said Owner of *Stoneham* Docks, a Penalty of Two Pounds for each and every Time the Company shall fail or omit to cause such Basin or Reservoir to be so filled, or the Water to be so discharged as aforesaid, such Expenses and Penalties to be recovered from the Company in manner herein provided for Recovery of Compensation.

Disputes to be settled by Arbitration.

XLII. If and whenever and from Time to Time any Difference shall arise between such Owners, Lessees, or Occupiers respectively, or either of them, and the Company, as to whether any and if any what Quantity of Water heretofore derived from the said Rivers, Streams, and Springs respectively are or is taken away, cut off, intercepted, diverted, detained, diminished, or otherwise injuriously affected as aforesaid, or as to the Quantity or Quality supplied or proposed to be supplied by the Company for the several Purposes aforesaid, or any or either of them, or as to the Mode of supplying or applying the same, or as to the Effect of the making or maintaining of the said Works, or the Consequence thereof upon the said Rivers, Streams, and Springs, or to the working of the said Mills or either of them, or to the said Dock, or to the said *Crayford*

Crayford Creek or the Navigation thereof, or as to the Amount of Compensation to be paid by such Company to such Owner, Lessee, and Occupier respectively, or as to any such Engine or Engines to be or which shall have been erected as aforesaid, or otherwise in reference to any of the Matters aforesaid, the Difference shall be settled by Arbitration in manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration, and the Costs, Charges, and Expenses of or relating or incident to any such Arbitration shall be settled and borne in the Manner provided by such Act as to the Costs of Arbitration thereunder.

As to Mode of determining Amount of Compensation.

XLIII. Provided always, That the Arbitrator, Arbitrators, or Umpire to whom any such Dispute or Difference shall have been or shall stand referred shall, in determining the Amount of any Compensation, take into account the actual Loss, Damage, and Expenses which may have been theretofore sustained or incurred, as well as thereafter to be sustained or incurred, by reason of the Supply of any such Water as aforesaid having been cut off, intercepted, or deteriorated, to the Intent that the Owner, Lessees, and Occupiers for the Time being respectively may be fully paid and indemnified for and against all Loss, Damages, and Expenses he or they may sustain or be liable to by reason or means aforesaid, or any Matter or Thing connected therewith or incident thereto.

As to Recovery of Amount awarded.

XLIV. Any Compensation in Money awarded to such Owner, Lessees, or Occupiers respectively shall be paid at the Time and Manner in the Award appointed, and shall be recoverable from the Company, with all Costs, Charges, and Expenses, in any Court of competent Jurisdiction, subject nevertheless, in the Case of Parties under Disability, to the Provisions of the said Lands Clauses Consolidation Act.

Expenses of gauging to be paid by the Company.

XLV. All the Expenses reasonably incurred of and incident to the ascertaining of such Supply, and of such Inspection of the Company's Works as aforesaid, and such Appointment of an Engineer or Engineers for the respective Purposes aforesaid, except any Expenses occasioned by the Default of such Owner, Lessees, or Occupiers, shall be paid by the Company.

For the Protection of the Lower Mill and Printworks and Bleaching Grounds at Crayford.

XLVI. For the Protection of the *Lower* Mill and Printworks in the said Parish of *Crayford*, belonging or reputed to belong to *Charles Swaisland*, and of any Lands now or hereafter to be occupied as Bleaching Grounds in connexion with that Mill and Printworks, the Company shall so construct and use the Steam Engine and other Works in that Parish as to consume as far as possible all their own Smoke, or shall use therein at all Times such Combustibles as shall as far as possible not produce any Smoke; and further, that for the Purpose of protecting the said

said Mill, Printworks, and other Property of the said *Charles Swaisland* the Company shall not dam up the Waters of the said River, Streams, or Springs mentioned in the Fifteenth Section of this Act in such Manner as to impede the working or decrease the Power of the Water Wheel of the said Mill.

Directions for laying Pipes under the New Cross Turnpike Roads.

XLVII. And whereas the Lines of the intended Works by this Act authorized pass for a considerable Distance along or across the *New Cross* Turnpike Roads: Therefore, notwithstanding the Powers and Provisions in this Act contained, the Company shall lay down and construct any Works which they may make in such Line or Part of the *New Cross* Turnpike Roads, or of the Footpaths adjoining thereto, as shall be pointed out by the Trustees of the said *New Cross* Turnpike Roads, or by their Surveyor for the Time being, and whenever the Service of the said *New Cross* Turnpike Roads shall be interfered with no greater Inclination than One Foot in Sixty shall be made.

All Works connected with the New Cross Turnpike Roads to be under the Superintendence of the Surveyor.

XLVIII. No Works connected with the *New Cross* Turnpike Roads shall be in any Manner commenced, under the Powers in this Act contained, until the Expiration of Five Days after Notice in Writing of the Intention to commence such Works shall have been left at the Office of the said Trustees, or shall have been delivered to the said Surveyor; and the Opening of the said Roads or any of them, for the Purpose of laying down or constructing such Works, or for laying any Pipe and the remaking of such Roads, and all other Works of every Description connected with the said Roads at any Time hereafter to be performed by the Company, or by any Person authorized by them, shall be carried on and executed under the Direction and Superintendence and to the Satisfaction of the said Surveyor.

Company to make good Damage to the Roads.

XLIX. If in the laying down or Construction of the Works, or any of them, the Company shall do or cause any Injury or Damage to the said *New Cross* Turnpike Roads, or any of them, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with the said Roads, or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said Surveyor, or if by reason of the laying down or Construction of any of the Works hereby authorized or required to be constructed or performed by the Company any Alteration of the said *New Cross* Turnpike Roads, or any of them, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, shall be rendered necessary, then and in any of such Cases it shall be lawful for such Surveyor to cause all such Repairs and Alterations to be made, and all Costs and Expenses of such Repairs and Alterations shall be paid on Demand by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the Trustees of the said *New Cross* Turnpike Roads from the

the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

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

L. The Company shall not at any Time during the Progress of laying down or constructing the Works hereby authorized, or of performing any other Works connected with the said *New Cross* Turnpike Roads, shut up or in any way impede the public Traffic along more than One Half in Width of any of the said Roads at any One and the same Time, and if it should happen that the Half of the Road so left open should not be wide enough to allow Two Carriages to pass each other, then and in such Case not more than Fifty Yards in Length of the other Half of the Road shall be occupied by the Companies Works at the same Time, unless by special Permission of the said Surveyor.

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

LI. The Company shall and they are hereby required, at their own Expense, to do and perform all such Acts and Things in the way of watching, lighting, and fencing, and all such other precautionary Measures during the Progress of laying down or constructing the Works hereby authorized, or of performing any other Works connected with the said *New Cross* Turnpike Roads under the Powers of this Act, as shall be necessary and requisite for the Public Safety, Convenience, and Protection of the said Roads, and of the Travellers thereon, and the Company shall indemnify the said Trustees against any Damage which may be claimed in consequence of any Accident which may happen by reason or in consequence of any of the Works of the Company.

Regulating the Payments to be made for Damage done to the Roads.

LII. And whereas much Injury will be caused to the said *New Cross* Turnpike Roads in consequence of such Works, notwithstanding that the said Roads may be remade immediately after the laying down or Construction of such Works, inasmuch as a Continuance of Labour and Material will be necessary for a considerable Space of Time to restore the said Roads to their previous State and Condition: Therefore the Company shall and they are hereby required to pay, on Demand, to the Trustees of the said *New Cross* Turnpike Roads such a Sum of Money, not exceeding One Shilling for every Superficial Yard of the said Roads removed or disturbed by reason or in consequence of the said Works of the Company, and over and above all Costs of remaking or relaying the said Roads, and of Repairs and Alterations which may be incurred by the said Trustees, as the said Trustees shall deem proper to be paid for the continued Labour and Supply of Materials necessary to restore effectually the said Roads; and in default of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Trustees from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

For Protection of the Waterworks at Erith.

LIII. Provided always, That the Company shall not supply Water within any Part of so much of the *Belvidere* Estate in the Parish of *Erith*

Erith as is coloured Green upon a certain Plan signed in Duplicate by the Agent for the Bill and the Agent for Sir *Culling Eardley*, including the Houses adjoining the public Roads on the said Estate, until they shall have obtained the Consent in Writing of the said Sir *Culling Eardley*, his Heirs or Assigns, or the Owner for the Time being of the Waterworks at *Erith* now the Property of the said Sir *Culling Eardley*, but this Restriction is not to prevent the Company laying down Mains along the public Roads for the Supply of any District other than the said Estate.

Period within which Waterworks to be made.

LIV. The Works shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for the Construction of those Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from enlarging and extending their Works, Mains, and Pipes from Time to Time, whenever it shall be necessary for the Purposes of improving and increasing the Supply within the Limits of this Act.

Land for extraordinary Purposes.

LV. The Company may from Time to Time, by Agreement, purchase or take for the Purposes of this Act any Buildings, Mills, and Lands, not exceeding in Quantity Five Acres, in addition to the Land which they are by this Act authorized to take by Compulsion.

Limiting Pressure of Supply of Water.

LVI. The Water of the Company need not be constantly laid on under a Pressure greater than the Pressure to be afforded through the Pipes of Distribution from the Reservoirs herein-before described.

For preventing Accidents from Reservoir.

LVII. In order to provide against Accidents to Life or Property by the bursting of the Reservoirs authorized to be made or maintained under the Provisions of this Act, be it enacted, That when any Person interested complains to Two Justices that either of such Reservoirs is in a dangerous State, the Justices shall forthwith make Inquiries into the Truth of the Complaint: Provided always, that any Two Justices, on their own View, and without Complaint by any Person, may proceed under this Act as if a Complaint were so made to them.

Order of Justices for immediate Repair.

LVIII. If on any such Inquiry the Justices be satisfied that the Complaint is well founded, and that either of the Reservoirs as aforesaid is in a dangerous State, and that the Danger is so imminent as not to admit of any Delay in removing the Cause of Complaint, they may, if they think fit, order such Persons as they think fit to enter on the Property of the Company, and to lower the Water in the Reservoir, and do all such Works and Things as the Justices think requisite and proper for removing the Cause of Complaint.

LIX. If

Order of Justices after Summons on Company to repair Reservoir.

LIX. If on such Inquiry the Justices be satisfied that there is due Cause for Inquiry, but are not satisfied that the Reservoir complained of is in such imminently dangerous Condition as not to admit of Delay in removing the Cause of Complaint, they shall issue their Summons to the Company to answer the Complaint; and upon hearing the Parties, or upon Default of Appearance of the Company, then in their Absence the Justices may, by Order in Writing under their Hands, order the Company, within such Period as the Justices think reasonable and specify in the Order, to lower the Water in the Reservoir, and do such Works and Things as they think requisite and proper for removing the Cause of Complaint.

Order of Justices on Failure of Company to obey Orders.

LX. If in any such Case the Company do not, within such Period as the Justices specify in that Behalf in the Order, lower the Water in the Reservoir, and do the Works and Things thereby ordered for removing the Cause of Complaint, the Justices who made the Order, or any other Two Justices, on being satisfied as to such Failure by the Company, may, if they think fit, order such Persons as such Justices think fit to enter on the Property of the Company, and to lower the Water in the Reservoir, and do all such Works and Things specified in the Order and not done by the Company, and all such other Works and Things, if any, as the Justices think requisite and proper for removing the Cause of Complaint.

Form of Order.

LXI. Any such Order of Justices may be in the Form or to the Effect following:

'To *A.B.* of

'WE, the undersigned, Two of Her Majesty's Justices of the Peace 'acting for

'do hereby order and direct you (and such Person or Persons as you 'may require to aid and assist you therein) forthwith to lower the Water 'in the [*here specify the Reservoir*], and do all such Works and Things 'as are requisite to repair and make good [*here specify the Reservoir to 'be repaired and made good*] (and you shall do as little Injury as possible 'to the Property of the North Kent Waterworks Company); and in 'acting in obedience to the Premises this shall be your sufficient 'Warrant.

'Given under our Hands this Day of

', in the Year of our Lord One thousand eight

'hundred and .'

Persons acting under Order of Justices not to be Trespassers.

LXII. Any Person acting under and in pursuance of any such Order shall not be deemed a Trespasser; and if any Person wilfully prevent or hinder any Person lawfully acting in obedience to the Order, or wilfully do or instigate or suffer to be done anything in contravention of

of the Order, every Person so offending shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds.

Justices may impose Penalty on Company for disobeying Order.

LXIII. If the Justices so think fit, they may, by any such Order under this Act, impose on the Company, for not carrying the Order into effect, any Penalty, not exceeding Ten Pounds for every Day's Default, which the Justices may think fit, but such Penalty shall not be incurred during any Period in which the Justices have ordered any other Persons to remove the Cause of Complaint.

Order of Justice on Company for Payment of Costs.

LXIV. The Justices may order all or such Part as they may think fit of the Costs of and incident to the applying for and obtaining of any such Order on the Company, and also all or such Part as the Justices think fit of the Expenses of the Works and Things done in pursuance of any such Order by any Person other than the Company, to be paid by the Company, and every Amount so to be paid shall be paid by the Company to such Person as the Justices appoint, and may be recovered accordingly in any Court of competent Jurisdiction.

As to Appeal by Company.

LXV. Provided always, That if the Company feel aggrieved by any Order of Justices under this Act, or any Determination by the Justices on any such Complaint, the Company shall have the like Power of Appeal as by "The Railways Clauses Consolidation Act, 1845," is given to Parties aggrieved by the Determination of Justices with respect to the Repair of Roads: Provided also, that pending any such Appeal, and except only so far, if at all, as on the Appeal it be quashed or altered, the Order appealed against shall be in force.

Rates at which Water is to be supplied for domestic Purposes where there is no Water-closet or Bath.

LXVI. The Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or of any Person who under the Provisions of this Act or any Act incorporated therewith shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Uses, at Rates not exceeding the Rates *per Annum* herein-after specified; (that is to say,)

Where the annual Value of such House so supplied shall not exceed Seven Pounds, Eight Shillings:

Where the same shall exceed Seven Pounds, and shall not exceed Eight Pounds, Nine Shillings and Sixpence:

Where the same shall exceed Eight Pounds, and not exceed Nine Pounds, Ten Shillings and Sixpence:

Where the same shall exceed Nine Pounds, and not exceed Ten Pounds, Twelve Shillings:

Where the same shall exceed Ten Pounds, and not exceed Eleven Pounds, Thirteen Shillings:

Where the same shall exceed Eleven Pounds, and not exceed Twelve Pounds, Fourteen Shillings:

Where the same shall exceed Twelve Pounds, and not exceed Thirteen Pounds, Fifteen Shillings and Sixpence:

Where the same shall exceed Thirteen Pounds, and not exceed Fourteen Pounds, Sixteen Shillings and Sixpence:

Where the same shall exceed Fourteen Pounds, and not exceed Fifteen Pounds, Eighteen Shillings:

Where the same shall exceed Fifteen Pounds, and not exceed Sixteen Pounds, Nineteen Shillings:

Where the same shall exceed Sixteen Pounds, and not exceed Seventeen Pounds, Twenty Shillings:

Where the same shall exceed Seventeen Pounds, and not exceed Eighteen Pounds, Twenty-one Shillings and Sixpence:

Where the same shall exceed Eighteen Pounds, and not exceed Nineteen Pounds, Twenty-two Shillings and Sixpence:

Where the same shall exceed Nineteen Pounds, and not exceed Twenty Pounds, Twenty-four Shillings:

Where the same shall exceed Twenty Pounds, and not exceed Twenty-five Pounds, Twenty-eight Shillings:

Where the same shall exceed Twenty-five Pounds, and not exceed Thirty Pounds, Thirty-one Shillings:

Where the same shall exceed Thirty Pounds, and not exceed Thirty-five Pounds, Thirty-five Shillings:

Where the same shall exceed Thirty-five Pounds, and not exceed Forty Pounds, Forty Shillings:

Where the same shall exceed Forty Pounds, and not exceed Forty-five Pounds, Forty-five Shillings:

Where the same shall exceed Forty-five Pounds, and not exceed Fifty Pounds, Fifty Shillings:

Where the same shall exceed Fifty Pounds, and not exceed Sixty Pounds, Fifty-five Shillings:

Where the same shall exceed Sixty Pounds, and not exceed Seventy Pounds, Sixty-three Shillings:

Where the same shall exceed Seventy Pounds, and not exceed Eighty Pounds, Seventy Shillings:

Where the same shall exceed Eighty Pounds, and not exceed Ninety-five Pounds, Seventy-six Shillings:

Where the same shall exceed Ninety-five Pounds, at a Rate not exceeding Four Pounds *per Centum per Annum*.

LXVII. Provided always, That a Supply of Water for domestic Purposes shall include a Supply of Water for One Watercloset, but not a Supply of Water for more than One Watercloset or for Baths, and shall not include a Supply of Water for Cattle or for Horses, or for washing Carriages, Definition of the Term "a Supply of Water for domestic Purposes."

Carriages, if the same Horses or Carriages are kept for Hire or by common Carriers or are the Property of a Dealer, or for Steam Engines, or for Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens by means of any Tap, Tube, Pipe, or other such like Apparatus, or for Fountains, or for flushing Sewers or Drains, or for public Baths, or for any ornamental Purpose whatever.

Rates if there be a Watercloset or Bath.

LXVIII. The Company may charge in any One Year in respect of every Watercloset more than One, and every Bath, in any Dwelling House, in addition to the Rates above specified, the following Rates; (that is to say,)

When the annual Value of such Dwelling House does not exceed Nine Pounds *per Annum*, the Sum of Five Shillings for each such Watercloset more than One, and Six Shillings for each such Bath:

When the annual Value of such Dwelling House exceeds Nine Pounds, and does not exceed Twenty Pounds *per Annum*, the Sum of Six Shillings for One Watercloset beyond the first, and Eight Shillings for One Bath, and the Sum of Five Shillings for each additional Watercloset, and Six Shillings for each additional Bath:

When the annual Value of such Dwelling House exceeds Twenty Pounds, and does not exceed Forty Pounds, the Sum of Seven Shillings for One Watercloset beyond the first, and Ten Shillings for One such Bath, and the Sum of Five Shillings for each additional Watercloset, and Six Shillings for each additional Bath:

When the annual Value of such Dwelling House exceeds Forty Pounds, and does not exceed Sixty Pounds, the Sum of Eight Shillings for One Watercloset beyond the first, and Ten Shillings for One such Bath, and the Sum of Five Shillings for each additional Watercloset, and Six Shillings for each additional Bath:

When the annual Value of such Dwelling House exceeds Sixty Pounds, and does not exceed Eighty Pounds, the Sum of Eight Shillings for One Watercloset beyond the first, and Twelve Shillings for One such Bath, and the Sum of Five Shillings for each additional Watercloset, and Six Shillings for each additional Bath:

When the annual Value of such Dwelling House exceeds Eighty Pounds, the Sum of Ten Shillings for One Watercloset beyond the first, and Twelve Shillings for One such Bath, and the Sum of Five Shillings for each additional Watercloset, and Six Shillings for each additional Bath.

For Protection of Crown Estate at Eltham.

LXIX. In case it shall at any Time or from Time to Time appear to the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, that the Supply of Water in or from any Springs, Waters, or Streams in or upon any Land belonging to Her Majesty, Her Heirs or Successors, in the Parishes of *Eltham*, *Nottingham*, *Lee*, and *Bexley*, in the County of *Kent*, or any of them, has been diminished in consequence of the Execution of any of the Works of the Company, it shall be lawful for the same Commissioners, or either of them, from Time to Time to apply to the President for the Time being of the Institution of Civil Engineers to nominate, and such President is by this Act empowered thereupon to nominate, a Civil Engineer, being a Member of the Institution of Civil Engineers, to investigate the Cause of such Diminution, and in case any such Civil Engineer shall at any Time find or report that the said Supply of Water, or any Part thereof, has been diminished by reason or in consequence of the Execution of any of the Works of the Company, then and in every such Case the Company shall, upon a Copy of the Finding or Report of the said Civil Engineer, and a Notice from the said Commissioners or either of them requiring any such Supply of Water as in this Section is after mentioned, being left at any Office of the Company or of their Secretary, forthwith proceed from Time to Time, at their own Cost, to lay down such Pipes and to execute such other Works as may be necessary to afford, and the Company shall by means of such Pipes and Works, immediately after the Completion of the same, afford and maintain for ever, an adequate Supply of Water for domestic Purposes, and also an adequate Supply of Water for any other Purposes than domestic Purposes, as defined by this Act, in, upon, or to any Houses, Buildings, or Land belonging to Her Majesty in the said Parishes of *Eltham*, *Nottingham*, *Lee*, and *Bexley*, or any of them, the Supply of Water to which the said Civil Engineer may find or report to have been diminished by reason or in consequence of the Works of the Company; and the said Pipes are to be from Time to Time laid down, Works to be executed, and Supply to be maintained and afforded to the Satisfaction in Writing of a Civil Engineer to be appointed by the President of the Institution of Civil Engineers for the Time being; and in case within Three Calendar Months after the Copy of any such Finding or Report and such Notice as aforesaid has been left as by this Act provided the Company shall not have laid down such Pipes and executed such other Works as may be necessary to afford, or shall not by means of such Pipes and Works have afforded, an adequate Supply of Water to the Land, Houses, or Buildings to be mentioned in such Report or Notice as aforesaid, or in case at any Time or from Time to Time the Supply of Water by means of such Pipes and Works shall not, in the Opinion (to be signified in Writing) of a Civil Engineer to be appointed from Time to Time by the President of the Institution of Civil Engineers for the Time being, be adequate, then in every such Case, and whenever the same shall happen

happen from Time to Time, the Company shall pay to Her Majesty, Her Heirs and Successors, the Sum of Twenty Pounds for every Calendar Month during which the said Pipes, Works, or adequate Supply of Water shall not have been laid down, executed, or afforded after the Expiration of Three Calendar Months from the Time when the Copy of any such Report and Notice as aforesaid shall have been left as hereinbefore provided, and for any Water which may be so supplied by the Company under the Provisions of this Section they shall be entitled to charge and receive such Rates as a Civil Engineer to be appointed from Time to Time by the President of the Institution of Civil Engineers shall, by any Writing under his Hand, award are fair and reasonable, provided that such Rates for the Supply of Water for domestic Purposes shall not in any Case be less than One Half nor be more than Three Fourths of the Rates which the Company are by this Act authorized to charge for domestic Purposes.

Houses to be supplied under certain Regulations.

LXX. The Company shall not be bound to supply any Water unless the Cisterns, Pipes, and Cocks necessary for such Supply shall be constructed of such Strength, Material, and Size, and on such Principle, as shall be required or approved of by the Company, and be used so as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air, and other noisome or impure Matter, into the Pipes belonging to or connected with the Mains or Pipes of the Company.

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

LXXI. It shall be lawful for the Company to supply any Person with Water for domestic and other Purposes, and by Measure or otherwise, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water.

Company may let for Hire Meters.

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

Power to examine and remove Meters,

LXXIII. The Officers of the Company may enter upon any House, Building, or Lands supplied by the Company by Measure, in order to

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

Water may be cut off in certain Cases.

LXXIV. If any Person supplied with Water by the Company shall wilfully do or cause to be done any Act, Matter, or Thing in contravention of the Provisions of this Act or of any Act incorporated herewith, or shall wilfully omit or neglect to do any Matter or Thing which under such Provisions ought to be done, for the Prevention of the Waste, Misuse, or undue Consumption, or the Contamination of the Water of the Company, it shall be lawful for the Company to cut off the Pipe or Pipes by or through which Water is supplied by them to such Person, and to cease to supply such Person with Water so long as the Cause of Injury remains or is not remedied, and also to recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company may sustain by reason of or in consequence of any such Act, Matter, or Thing as aforesaid, or of any such wilful Omission or Neglect as aforesaid, and the Remedies of the Company under this Enactment shall be in addition to their other Remedies under "The Waterworks Clauses Act, 1847," for or in respect of the several Matters aforesaid.

Penalty for using Water for other than domestic Purposes without Agreement.

LXXV. Every Person using for other than domestic Purposes any Water supplied by the Company and not having previously agreed with the Company for a Supply for such other Purposes, and every Person having agreed with the Company for a Supply of Water for any other than domestic Purposes, and using for any Purposes other than the Purposes so agreed on the Water so supplied by the Company, and every Person who shall wilfully do or suffer to be done any Act whereby the Water supplied under the Provisions of this Act shall be wasted, shall respectively for every such Offence forfeit and pay to the Company any Sum not exceeding Five Pounds.

As to Recovery of Sums not exceeding 50*l.*

LXXVI. Whenever any Person neglects to pay any Rate or Sum due to the Company, and such Rate or Sum does not exceed Fifty Pounds, the Company may recover the same, with full Costs of Suit, in any Court of competent Jurisdiction; and the Remedies of the Com-

pany under this Enactment shall be in addition to their other Remedies for the Recovery of such Rate or Sum.

Undisputed Rates, &c. may be recovered by Distress.

LXXVII. All Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount whereof shall not be disputed, may be levied by Distress, and any Justice on Application may issue his Warrant accordingly

Several Names in One Warrant.

LXXVIII. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Costs of Distress.

LXXIX. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Liability to Rates not to disqualify Justices.

LXXX. No Justice or Judge of any County Court shall, except as by this Act provided, be disqualified for acting in the Execution of this Act by reason of his being liable to any Rate, Rent, or Charge under this Act, or of his being a Shareholder in the Company.

Penalties not cumulative.

LXXXI. Penalties imposed on the Company by several Acts for One and the same Offence shall not be cumulative, and for this Purpose this Act and the Acts incorporated therewith shall be deemed several Acts.

Saving Rights of Commissioners of Dartford and Crayford Navigation.

LXXXII. Nothing herein contained shall extend or be construed to extend to repeal or in anywise affect, alter, abridge, or interfere with any of the Powers, Rights, Privileges, or Authorities vested in "The Commissioners of the *Dartford and Crayford* Navigation," except so far as the same are expressly varied or altered by this Act.

Saving Rights of Dartford Local Board of Heath.

LXXXIII. Nothing herein contained shall prejudice, take away, lessen, or abridge any of the Rights, Privileges, Powers, or Authorities of the Local Board of Health for the Town and Parish of *Dartford*, except so far as the same are expressly varied or altered by this Act.

Saving Rights of Commissioners of Sewers between Lombard's Wall and Gravesend Bridge.

LXXXIV. Nothing in this Act contained shall extend or be construed to extend to repeal or in anywise affect, alter, abridge, or interfere with any of the Powers, Rights, Privileges, or Authorities vested in the Commissioners of Sewers for the Limits extending from *Lombard's Wall* to *Gravesend Bridge* in the County of *Kent*.

LXXXV. Nothing