ANNO SEPTIMO

GEORGII IV. REGIS.

Cap. cxl.

An Act to amend an Act of His late Majesty's Reign, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of *Paddington* and Places adjacent in the County of *Middlesex*, and also an Act of His said late Majesty's Reign, to alter certain Acts relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect an Exchange of Water for the better Supply of the Regent's Canal Navigation and Grand Junction Waterworks; and for amending the Powers vested in the Grand Junction Waterworks Company and for other Purposes relating thereto.

[31st *May* 1826.]

WHEREAS an Act was passed in the Thirty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making and maintaining a navigable Canal from the* Oxford *Canal Navigation at* Braunston *in the County of* Northampton *to join the River* Thames *at or near* Brentford *in the* 33 G. 3. c. 80.

County of Middlesex, *and also certain collateral Cuts from the said intended Canal*, by which certain Persons therein named were incorporated by the Name and Style of "The Company of Proprietors of the Grand Junction Canal," for the Purpose of making and maintaining the said Canal and collateral Cuts, and the several other Works incident thereto, with such Powers and Authorities, and under such Restrictions in relation thereto, as are therein particularly expressed: And whereas another Act was passed in the Thirty-fifth Year of the
35 G. 3. c. 43. Reign of His said late Majesty, intituled *An Act for making a navigable Cut from the Grand Junction Canal in the Precinct of* Norwood *in the County of* Middlesex *to* Paddington *in the said County:* And whereas by another Act passed in the Thirty-eighth Year of the
38 G. 3. c. 33. Reign of His late Majesty King *George* the Third, intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between* Beilby *Lord Bishop of* London, Thomas Wood *Esquire, Sir* John Frederick *Baronet, and* Arthur Stanhope *Esquire, Sir* John Morsehead *Baronet and Dame* Elizabeth *his Wife, and* Robert Thistlethwaite *Esquire and* Selina *his Wife, and the Company of Proprietors of the Grand Junction Canal, and for other Purposes therein mentioned*, the said Articles of Agreement (dated the Twenty-second Day of *February* One thousand seven hundred and ninety-eight) were absolutely ratified and confirmed; and it was enacted that it should be lawful for the Lessees of the Bishop of *London* for the Time being to demise and for the said Bishop and the other Persons therein mentioned to confirm unto the said Company of Proprietors of the Grand Junction Canal the several Pieces or Parcels of Land and Hereditaments comprised in the said Articles of Agreement, and thereby agreed to be demised, to hold for such Term or Number of Years, and with such Renewal, at such Rents, and for such Terms and Conditions, as in the said Articles are mentioned; and it was (amongst other things) enacted that it should be lawful for the said Company of Proprietors, their Successors or Assigns, to provide and supply with good and wholesome Water, from and out of the Grand Junction Canal, Cuts, and Reservoirs, or any or either of them, as should be found meet and convenient for that Purpose, the Inhabitants of the several Buildings then erected or to be erected upon the said intended to be demised Lands, and other Lands within the said Parish of *Paddington*, the Estate of the said Lord Bishop of *London*, and his said Lessees, pursuant to the Intent and Meaning of the said Agreement; and that it should be lawful for the said Company of Proprietors, their Successors or Assigns, by such Ways and Means, to find and provide and supply with good and wholesome Water the Inhabitants of any other Buildings then erected or to be erected within the said Parish of *Paddington*, or the Parishes and Streets adjacent, as might be desirous of contracting with the said Company for the same, on such Terms and Conditions as might from Time to Time be agreed upon between the said Company and any of such Inhabitants; and that the said Company and their Successors should from Time to Time have free Liberty, Power, and Authority, without Molestation or Disturbance, by their Servants and Workmen, to lay Pipes from the said Canal, Cuts, or Aqueducts, Works, and Reservoirs, then made or to be made by the said Company under the several Powers and Authorities theretofore granted

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to them, in or through any of the Streets, Passages, Roads, Commons, Grounds, or Places in or about the said Parish of *Paddington* and the Parts adjacent, as the said Company of Proprietors should from Time to Time think proper, and to use, exercise, and employ all necessary Ways and Means for conveying the said Water to serve and supply the said Inhabitants, and for that end break up the Pavements and Grounds, and dig and sink, for laying, amending, and repairing the Pipes, from Time to Time, and afterwards filling up and making good the same, and taking and carrying away their Rubbish, and making good such Damages as might be occasioned thereby; and that all and every the Fines, Forfeitures, and Penalties which were authorized to be levied and inflicted for destroying or injuring the Works, and the Power of making Byelaws for the good Management and Regulation thereof, granted to the said Company by virtue of the said Act of the Thirty-third Year of the Reign of His late Majesty, authorizing the said Company to make their Canal from *Braunston* to *Brentford*, and all Provisions, Powers, and Clauses for making Compensation for Damages to any Person or Persons, Bodies Politic or Corporate, who might think themselves aggrieved by any Act, Matter, or Thing to be done by the said Company of Proprietors under the Authority of the now-reciting Act, should extend to and be applied and enforced for preserving, regulating, and managing the Works to be executed by virtue of the therein-recited Articles of Agreement, and the now-reciting Act, and for making such Compensation for Damages as aforesaid in all respects, in such and the like Manner, and as fully and effectually, to all Intents and Purposes, as if the same were repeated and re-enacted in the Body of the now-reciting Act, and as if the said Works had been Part of the Works contained in the said Act of the Thirty-third Year of the Reign of His said late Majesty, or as near thereto as the Circumstances of the respective Cases would admit of: And whereas by certain Articles of Agreement indented, bearing Date the Sixteenth Day of *January* One thousand eight hundred and eleven, and made between the Company of Proprietors of the Grand Junction Canal of the one Part, and *Samuel Hill* of *Kinderton Lodge* in the Parish of *Middlewich* in the County of *Chester*, Esquire, (on behalf of himself and such other Persons as should become Proprietors of the Undertaking therein-after mentioned,) of the other Part, (and which Articles are inserted at length and confirmed by the Act of Parliament next herein-after recited,) after reciting the said Act of the Thirty-eighth Year of His late Majesty's Reign to the Effect herein-before stated, and further reciting that the said Company had contracted with the said *Samuel Hill* to grant and execute to him, or to the Company to be established as therein-after mentioned, a Lease or Leases of the several Powers and Privileges therein-after mentioned, subject to the several Covenants, Provisoes, and Regulations therein-after contained, it is witnessed, that the said Company of Proprietors did thereby grant to the said *Samuel Hill*, his Executors and Administrators, that it should be lawful for him and them, and the Proprietors for the Time being in the said Undertaking, and the said Company, when established, to do all such Acts, and make all such Reservoirs to be supplied from and out of the said Canal, and lay all such Mains, Pipes, and other Works, and to use all such other Waters and Waterworks, and Aqueducts

Agreement of 16th January 1811.

of

of the said Company, (subject to the Provisions herein-after contained,) as should be necessary to enable him and them to supply with Water all or any of the Inhabitants of the Parishes and Streets which the said Company of Proprietors were by the said Act authorized or enabled to supply; and the said Articles contain, amongst other Covenants on the Part of the said Company of Proprietors of the Grand Junction Canal, Covenants to the following Effect; firstly, that the said *Samuel Hill*, or such new Company, should be supplied with Water by the said Company of Proprietors from and out of the said Canal and the Cut to *Paddington*, and other the Waters in their Power, to the Extent therein specified; secondly, that the said Company of Proprietors should, when an Act of Parliament should have been obtained for that Purpose, grant to the said *Samuel Hill*, or the Company to be so formed, a Lease or Leases of all such Powers, Licences, and Privileges as were granted to the said Company of Proprietors to carry the said Undertaking of the Waterworks into effect, for a Term of Fifty Years, to be computed from the First Day of the then instant *January*, at a yearly Rent, to be equal in each Year to One Fourth of the gross Amount of Rent to be reserved or payable for the Use and Supply of the said Water, with such Provision for making up certain graduated annual Sums of Six hundred Pounds, One thousand two hundred Pounds, and Two thousand Pounds, in case such reserved Rent should be less than these Sums, after the respective Periods therein specified; thirdly, that the said Company of Proprietors should, at the End of the said Term of Fifty Years, grant a further Lease of Fifty Years, and at the End of the said Second Term of Fifty Years, and so from Time to Time for ever at the End of each succeeding Term of Ten Years, upon such Request, and on Tender of such Fine as therein mentioned, grant a further Lease of Ten Years, at the respective Rents and subject to the Conditions therein particularly specified; fourthly, that the said *Samuel Hill* or the said intended Company should, at the Expiration of any Year of the said Term of Fifty Years, or any renewed Term, be at liberty to put an End to the same in Manner therein expressed; fifthly, that on the Expiration of the said Term, or any renewed Term, or upon Forfeiture, Surrender, or Cession of the Term or Interest, and Right of Renewal to be granted as aforesaid, the Mains, Pipes, Works, Reservoirs, Aqueducts, and all Machinery whatsoever, then forming Part of the said Waterworks, or used with the same for the Convenience thereof, within the Three preceding Years, or others of equal or superior Value, should become the absolute Property of the said Company of Proprietors of the Grand Junction Canal; and it was also agreed that every such Lease should contain (amongst other Clauses therein specified) a Provision that the Lessees should be at the Expense of making and maintaining the Reservoirs necessary for procuring and collecting the Supply of Water, and furnishing the Waterworks therewith; and that the said Company of Proprietors should, at their own Expense, provide all the Land for the same Reservoirs, with proper and convenient Roads to the same; and also that the Lessees should, at their own Expense, lay down a proper Main from their Works at *Paddington* aforesaid, to and along *Oxford Street*, and such other Places as might be necessary to supply the Inhabitants thereof with Water, as by Reference to the said in part recited Articles of Agree-

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ment will more fully appear: And whereas by a certain other Act of Parliament, made and passed in the Fifty-first Year of the Reign of His said late Majesty, intituled *An Act for confirming certain Articles of Agreement entered into between the Company of Proprietors of the Grand Junction Canal and certain Persons for supplying with Water the Inhabitants of the Parish of* Paddington, *and the Parishes and Streets adjacent, in the County of* Middlesex, after reciting the said first-mentioned Act of Parliament, and fully stating the said Articles of Agreement of the Sixteenth Day of *January* One thousand eight hundred and eleven, it was (amongst other things) enacted, that the said Articles of Agreement made and entered into between the said Company of Proprietors of the Grand Junction Canal and the said *Samuel Hill*, and every Clause, Matter, and Thing therein contained, should be and the same was and were thereby absolutely ratified and confirmed and established, and should be binding and conclusive on all Persons whomsoever, as fully and effectually as the same would have been if the same had been specifically and severally set forth and enacted in the Body of the now-reciting Act, subject nevertheless to the Regulations and Restrictions in the now-reciting Act contained; and that it should be lawful for the said Company of Proprietors, and they were thereby fully authorized and required, to demise, lease, and to farm let unto the Company of Proprietors by the now-reciting Act incorporated, their Successors and Assigns, all and singular the Powers and Authorities mentioned in the said Articles, and thereby agreed to be demised, to hold for such Term or Number of Years, and with such Renewal, at such Rents, and on the Terms, and subject to the Restrictions, Conditions, Powers, Reservations, and Covenants as in the said Articles were particularly mentioned, and also subject to the Regulations and Restrictions in the now-reciting Act contained; and it was further enacted, that the said *Samuel Hill*, and the several other Persons therein mentioned, and such other Persons, Bodies Politic or Corporate, as should be nominated in manner therein mentioned, and their several and respective Successors, Executors, Administrators, and Assigns, (being a Proprietor or Proprietors of One or more Share or Shares in the said Undertaking to be executed by the said Act,) should be and they were thereby united into a Company for the making, completing, improving, and maintaining the said Waterworks, Aqueducts, Reservoirs, and other Works necessary for effecting the Purposes of the Agreement therein-before mentioned or recited, according to the Rules and Directions therein-after expressed, and should for that Purpose, during the Term so agreed to be granted as aforesaid, and any renewed Term or Terms, and for the Space of Three Years after the Determination of the said Term, and any renewed Term or Terms, be One Body Politic and Corporate, by the Name of "The Grand Junction Waterworks Company," and by that Name and during the Period or respective Periods aforesaid, have Succession and a Common Seal, and by that Name should or might sue and be sued; and by the now-reciting Act the said Company of Proprietors thereby incorporated were empowered to raise and contribute amongst themselves any Sum or Sums of Money, not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, for carrying the Purposes of the said Act into execution, and also to raise in manner aforesaid, or by the Admission of new

51 Geo. 3. c. 169.

Subscribers, any further Sum for completing and perfecting the said Undertaking, not exceeding One hundred and fifty thousand Pounds; and in the said Act are contained various Clauses and Enactments in relation to the Election of Directors and other Officers, and their Meetings, and for other Purposes; and it was thereby further enacted, that it should be lawful for the said Company of Proprietors thereby incorporated, and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, to have, use, exercise, and enjoy such and the like Powers and Authorities for making, completing, and maintaining Waterworks, Aqueducts, Reservoirs, Water-wheels, Steam Engines and other Engines, Pipes, and other Works necessary for the Purposes of the now-reciting Act, and for carrying into effect the said Agreement, as were given to and vested in the said Company of Proprietors of the Grand Junction Canal by the said recited Act of the Thirty-eighth Year of the Reign of His late Majesty, but no further or greater Powers and Authorities whatsoever; and that the said Company of Proprietors thereby incorporated, and their Successors, should and might from Time to Time have, use, exercise, and enjoy such and the like Liberty, Power, and Authority, without Molestation or Disturbance, by their Servants and Workmen, to lay Pipes from the said Canal, Cuts, or Aqueducts, Works and Reservoirs, in or through any of the Streets, Passages, Ways, Common Grounds, or Places in or about the said Parish of *Paddington* and the Parishes and Streets adjacent, and to use, exercise, and employ all necessary Ways and Means to convey the said Water to serve and supply the said Inhabitants, and for that end to break up the Pavements and Grounds, and to dig and sink, for laying, amending, and repairing the Pipes from Time to Time, and afterwards filling up and making good the same, and taking and carrying away their Rubbish, and making good such Damages as may be occasioned thereby, and to put Stopcocks or Plugs or Branches from such Pipes, Trunks, and other Conveniences, in such Places and in such Manner as should be necessary for the Purposes aforesaid, and from Time to Time alter the Position of, and to repair, relay, and maintain such Pipes, Trunks, Stopcocks, and Plugs, and to do all such other Acts, Matters, and Things as were given to or vested in the said Company of Proprietors of the Grand Junction Canal by the said recited Act, but no further or greater Liberties, Powers, and Authorities whatsoever, for completing, amending, repairing, improving, and using the Works authorized by the now-reciting Act to be done and provided, according to the true Intent and Meaning thereof, they the said Company of Proprietors thereby incorporated, their Agents, Deputies, Officers, Workmen, and Servants, doing as little Damage as might be in the Execution of the Powers thereby granted to them, and making full Satisfaction for any Damages thereby occasioned; and by the now-reciting Act (amongst other Restrictions and Regulations) it was provided and enacted, that the said Company of Proprietors thereby incorporated should and they were thereby required, from Time to Time and at all Times thereafter, to supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* aforesaid with Water, at the Rate of Ten Pounds *per Centum* at the least below the average Rate which should be demanded and taken by the said Company, or by any

any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of Houses of the like Magnitude and Description of any other of the Districts or Streets within the cities of *London* or *Westminster:* And whereas by an Act of Parliament made and passed in the Fifty-second Year of the Reign of His said late Majesty, intituled *An Act for making and maintaining a navigable Canal from the Grand Junction Canal in the Parish of* Paddington *to the River* Thames *in the Parish of* Limehouse, *with a collateral Cut in the Parish of* Saint Leonard Shoreditch *in the County of* Middlesex, it is (amongst other things) enacted, that the Company of Proprietors of the Regent's Canal thereby incorporated should have full Power and Authority and they were thereby fully authorized and empowered (amongst other things) to supply the then intended Canal and collateral Cut whilst making, and at all Times for ever after the same should have been made, with Water from the River *Thames;* and also to erect, make, and maintain, at, into, or through the several Parishes and Townships, Hamlets, or Places of *Chelsea, Saint Luke Chelsea, Kensington, Saint Margaret Westminster, Saint Martin-in-the-Fields, Saint George Hanover Square, Knightsbridge, Bayswater,* and *Paddington,* otherwise *Saint Mary Paddington,* all in the said County of *Middlesex,* such Fire or Steam Engines or other Machines, and such Reservoirs, Channels, and Feeders for supplying with Water from the said River *Thames* the said then intended Canal and collateral Cut, or either of them, or any Part or Parts thereof, or any Mill which might be affected in consequence of the now-reciting Act; and also such and so many Soughs, Tunnels, Headways, Archways, Feeders, Aqueducts, and Channels for supplying the said Fire and Steam Engines, Reservoirs, Canal and collateral Cuts, and Mills, with Water from the said River *Thames,* and for conveying Water from such Reservoirs to the said Canal and collateral Cut, as by the said Company of Proprietors thereby incorporated should be deemed necessary and proper, subject to the Provisions and Restrictions therein contained: And whereas an Act of Parliament was passed in the Fifty-sixth Year of the Reign of His late Majesty, intituled *An Act to amend an Act of the Fifty-first Year of His present Majesty, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of* Paddington *and the Parishes and Streets adjacent in the said County of* Middlesex, whereby the Grand Junction Waterworks Company were authorized to raise all or any Part or Parts of the before-mentioned further or additional Sum of One hundred and fifty thousand Pounds, authorized to be raised by them as aforesaid, by the Creation and Sale of new Shares, by Loans upon Bonds or Promissory Notes under the Seal of the said Company, or by way of Mortgage or Annuity on the Security of the said Undertaking, in manner and under the Regulations in the now-reciting Act particularly expressed: And whereas the Sum of Thirty-seven thousand five hundred Pounds, Part of the said additional Sum of One hundred and fifty thousand Pounds, hath been raised by the Creation of new Shares of Twenty-five Pounds each in the said Undertaking; but no Part of the said last-mentioned Sum of One hundred and fifty thousand Pounds hath been raised by all or any other of the Means authorized and provided by the last-mentioned Act: And whereas by another Act of Parliament made and passed in the Fifty-sixth Year

52 G. 3. c. 195.

56 G. 3. c. 4.

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56 G. 3. c. 85. of the Reign of His late Majesty, intituled *An Act for altering and amending an Act made in the Fifty-second Year of His present Majesty, for making a Canal from the Grand Junction Canal in the Parish of* Paddington *to the River* Thames *in the Parish of* Limehouse, after reciting in part the last-mentioned Act, and that the said Company of Proprietors of the Regent's Canal might by virtue thereof, with the Consent of the Grand Junction Canal Company, make use of the Waters belonging to the said Grand Junction Canal Company; but Doubts might arise whether, for the Purpose of obtaining such Water, the said Regent's Canal Company could, in exchange, give to the said Grand Junction Canal Company the Water to be taken from the River *Thames* under the Powers of the last-mentioned Act; it was therefore by the now-reciting Act declared and enacted, that it should be lawful for the said Company of Proprietors of the Regent's Canal to supply the Navigation and other Works of the said Grand Junction Canal Company, or their Assigns, in the Parish of *Paddington* aforesaid, with Water from the said River *Thames*, to be obtained under and by virtue of the Powers granted by the said recited Act of the Fifty-second Year of His late Majesty's Reign: And whereas by

Agreement of 26th May 1819.

certain Articles of Agreement indented, made and entered into on the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, between the Company of Proprietors of the Grand Junction Canal of the First Part, the Grand Junction Waterworks Company of the Second Part, and the Company of Proprietors of the Regent's Canal of the Third Part, after reciting to the Effect herein-before recited, and further reciting that the said Three Companies, Parties thereto, had deemed it expedient that the Water then supplied by the Company of Proprietors of the Regent's Canal, for the Purpose of the Navigation of the said Canal and collateral Cut, and that the Powers and Authorities then vested in them, for taking and having the Supply of Water from the River *Thames*, should be transferred to and vested in the Grand Junction Waterworks Company, and that the said Parties thereto had agreed to such Exchange of Water on the Terms and Conditions therein-after mentioned and contained, it is by the now-reciting Articles witnessed and mutually covenanted and agreed, that when the said Company of Proprietors of the Regent's Canal should by sufficient Ways and Means have conveyed the Water from the River *Thames* for the said Waterworks Company, as therein-after mentioned, and after Notice thereof given by the said Grand Junction Waterworks Company, and also by the Regent's Canal Company, in Writing under their Common Seals, to the said Grand Junction Canal Company, and which Notice they did thereby respectively covenant and agree to give within One Calendar Month after the Works therein-after covenanted to be made by the said Regent's Canal Company for the said Supply of Water should have been completed, and the Summit or *Hampstead Road* Lock, and the Stop Lock therein mentioned, should have been constructed, and the Marks affixed as thereafter agreed, then they the said Grand Junction Waterworks Company should not have or take any Water from the Company of Proprietors of the Grand Junction Canal, or any Part or Parts of their Canal, collateral Cuts, or Works; and that thereupon the said Company of Proprietors of the Regent's Canal should be supplied with Water from and out of the *Paddington* Long Level of the Grand Junction Canal by the said Company of

Proprietors

Proprietors of the Grand Junction Canal, for the Purposes of the Navigation of the said Regent's Canal and collateral Cuts therefrom, in manner therein particularly specified; and it is by the now-reciting Articles further covenanted and agreed, by and between the said Parties thereto of the First and Second Parts, that as soon as the said Waterworks should be supplied with Water from the River *Thames* by the Ways and Means therein mentioned, and from and after Notice thereof as aforesaid, the said Grand Junction Waterworks Company should, from the Day of such Notice, and Payment by them of all Arrears of Rent of Six hundred Pounds, One thousand two hundred Pounds, or Two thousand Pounds, (as the Case might be,) then due under the said recited Act of the Fifty-first Year of the Reign of King *George* the Third, be released from all further Rents and Fines payable under the said Act, and from all Covenants, Conditions, Sums of Money, Matters, and Things which the said Grand Junction Canal Company could have required, or had any Right to require, to be paid, observed, performed, and kept by the said Grand Junction Waterworks Company, in case the now-reciting Agreement had not been made, and also from all Right, Title, and Interest of the said Grand Junction Canal Company to and in the Reservoirs at *Paddington*, Engine House, Engine, Mains, and all other the Works then in the Possession of and belonging to the Grand Junction Waterworks Company, except the Interest of the Grand Junction Canal Company as Lessors, as therein-after mentioned,) and that the Grand Junction Canal Company should be released from all Covenants, Conditions, Sums of Money, Matters and Things, Claims and Demands whatsoever, which the said Grand Junction Waterworks Company could have otherwise required to be observed, performed, and kept, or could make, demand, or recover by or from the said Grand Junction Canal Company on any Account whatsoever (save as appears by the now-reciting Agreement); and in particular it was agreed that the said Grand Junction Canal Company should, at the Expense of the said Grand Junction Waterworks Company, lease to them, in like Manner and subject to the like Renewals as the Lands in *Paddington* held under the Bishop of *London* and his Lessees by the said Grand Junction Canal Company, all the Lands then inclosed for the Two Reservoirs, and the Steam Engine and Engine House, in *Paddington* aforesaid, as shown in a Plan thereof, signed by *Charles Simpson* Esquire and *Richard Bateman Robson* Esquire, on behalf of the Parties thereto of the First and Second Parts, and coloured Yellow, and containing

or thereabouts, to hold the same Lands and Premises Rent-free, and subject only to Rates and Taxes, a fair Proportion of Fines of Renewal, and to proper Covenants as to the Use of the said Land for no other Purpose than as then used; and also that the said Grand Junction Canal Company should include in every such Lease all those Two other Pieces of Land, containing respectively Two Acres and a Half and One Acre or thereabouts, and also shown in the said Plan, and coloured Red; and that for the said Piece of Land containing Two Acres and a Half a Peppercorn Rent should be paid yearly, and for the said Piece of Land containing One Acre or thereabouts a yearly Rent should be paid by the Grand Junction Waterworks Company after the Rate of One hundred Pounds *per*

Acre, and that the same Two last-mentioned Pieces should be held for Reservoirs, to be made under the following Regulations; *videlicet*, that the said Reservoirs should be fenced all round by a Brick Wall, not exceeding the Height and to be built in the Manner directed by the Surveyor of the Grand Junction Canal Company, in such Manner as would best promote the Plan of building on or other Uses of the said Grand Junction Canal Company's Land adjoining thereto, and that no Buildings whatsoever should be erected on any Part of the said Piece of Two Acres and a Half, and that on the said One Acre Piece no Buildings should be erected except for Workmen, and that no Underleases should be granted thereof by the said Grand Junction Waterworks Company: Provided nevertheless, that in case the Grand Junction Waterworks Company should not, at the Expiration of Seven Years from the Date of the now-reciting Agreement, have made and completed Reservoirs on the whole of the said Two last-mentioned Pieces of Land, or should at any earlier Period give Notice in Writing to the said Grand Junction Canal Company of their Intention not to make and complete the same or either of them, then and thereupon the said Pieces of Land or either of them, as the Case might be, should be given up by the said Grand Junction Waterworks Company to the Grand Junction Canal Company, who should thenceforth possess the same, without any Claim or Compensation whatsoever in respect thereof to be allowed or paid by the said Grand Junction Canal Company; and the Rent reserved for the said One Acre of Land as aforesaid should thenceforth cease to be payable; and that the said Grand Junction Waterworks Company should release the said Grand Junction Canal Company from all Claims to any other Lands at *Paddington*, or elsewhere in the said County of *Middlesex*, demised or which were to be demised to the said Waterworks Company; and that mutual general Releases should be executed by the said Parties thereto of the First and Second Parts; and it was further covenanted and agreed, that the said Grand Junction Waterworks Company should indemnify the said Grand Junction Canal Company in respect of all Covenants to be performed by the said Grand Junction Canal Company relating to the said Waterworks, and particularly in respect of the Covenant or Agreement to supply the Tenants of the Bishop of *London* and others with Water at a lower Rate than other Water Companies; and it was thereby expressly covenanted, declared, and agreed, by and between the said Parties thereto of the First and Second Parts, that when and so soon as the said Waterworks should be supplied from the River *Thames*, and after Notice given thereof as aforesaid, the said Grand Junction Waterworks Company would take out of the Canal, and also out of the Ground between the said Canal and the Reservoirs in the said Parish of *Paddington*, the Pipes placed therein by them; and in the event of their not doing so, upon the Request in Writing of the Clerk of the said Grand Junction Canal Company, it should be lawful for the said Company to remove the same, and to charge the Expense thereof to and to recover the Amount from the said Grand Junction Waterworks Company; and the said Grand Junction Canal Company did thereby covenant with the said Grand Junction Waterworks Company that they the said Grand Junction Canal Company should not exercise, nor permit or suffer any other Body Corporate or Person (save

(save only the said Grand Junction Waterworks Company) to exercise any of the Waterworks Powers granted by the said Act of the Thirty-eighth Year of His late Majesty's Reign; and it was by the now-reciting Articles covenanted and agreed, by and between the said Parties thereto of the Second and Third Parts, that they the said Regent's Canal Company would, on or before the Twenty-fifth Day of *December* One thousand eight hundred and twenty, make, do, and erect (at their own Expense) the several Works and Things following, in the Manner therein and in part herein-after mentioned; (that is to say,) erect an Engine and Boiler House capable of containing Two Steam Engines and Two Boilers for the same, and provide and erect Two Steam Engines and Two Wrought Iron Boilers of such Construction and Power as therein mentioned, with suitable Pumps, Air Vessels, and Valves; a Cast Iron Pipe, Forty-two Inches in Diameter, to be laid from the Pump Walls, with a Sluice on the same to shut off and on the Water, and carried a sufficient Distance into the *Thames* to receive the purest Water, and this Work to be done under the Direction and Superintendence of the Conservators of the *Thames;* build a complete and substantial Dwelling House for the Engine-worker, and erect a Smith's Forge; furnish and lay a good sound Cast Iron Pipe from the Engine House proposed to be erected upon the *Thames* at *Chelsea* to the Reservoirs of the Grand Junction Waterworks at *Paddington*, the said Main to be of such Dimensions as therein expressed; a Landing Place to be made for landing Coals either from the Creek or River; the Premises to be enclosed by a stout Brick Wall; the Landing Place for the Coals, as well as the Situation for the Engine House and other Buildings, to comprehend not less than Half an Acre on the Surface, with a proper Road leading from and to the Premises; the whole of the Works to be done under the Inspection of the Grand Junction Waterworks Company's Engineer; and should and would, when the whole of such Works were properly completed, convey and deliver the same, and the Land in or upon which the Engine House, Engines, and other necessary Buildings should be erected and placed, to the said Grand Junction Waterworks Company absolutely for their Benefit, and should pay to the said Waterworks Company such a Sum as shall be equal to the Expense of all Rents, Fines, Taxes, Repairs, and Charges of maintaining the same, and for the additional Expense (if any) of pumping the said Water, as is therein particularly provided for and expressed; and the said Three Companies did mutually covenant that they would respectively make and complete the said Waterworks, and do the several Acts and Things necessary for carrying the said Agreement into effect, as far as relates to the Exchange of Water, on or before the Twenty-fifth Day of *December* One thousand eight hundred and twenty, and that an Act of Parliament should be applied for to carry the same into effect, or such Parts thereof as might be necessary, as by Reference to the last in part recited Articles of Agreement will more fully appear: And whereas by an Act of Parliament made and passed in the Fifty-ninth Year of His said late Majesty's Reign, intituled *An Act to vary and alter certain Acts of His present Majesty relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect an Exchange of Water for the better supplying of the Regent's Canal Navigation and Grand Junction Waterworks,* 59G.3.c.111.

works, after reciting or taking notice of the several Acts hereinbefore mentioned or recited, and certain other Acts of Parliament not immediately affecting the Rights and Interests of the said Grand Junction Waterworks Company; and reciting that the said Three several Companies of Proprietors had deemed it expedient for their general Benefit, and that it would also promote the Objects for which such Companies were established, for facilitating the Supply of Water for domestic Use, and by increasing the Means of Trade through Inland Navigation in the Districts adjoining to and connected with the Metropolis, that a permanent Arrangement between the said Three Companies should be established, under which the Water then supplied by the Grand Junction Canal to the Grand Junction Waterworks should be supplied to the Regent's Canal for the Navigation thereof, and to the collateral Cut belonging thereto; and that instead of receiving their Supply of Water from the Grand Junction Canal, the Grand Junction Waterworks should be supplied with Water from the River *Thames*, under the Powers then vested in the Company of the Regent's Canal for obtaining Water from the said River, and that the said Three Companies had accordingly agreed upon the Terms for effecting such Interchange and Transfer of Water amongst themselves; but that Doubts might arise whether, under the Powers of the Acts of the Fifty-second and Fifty-sixth Years of His late Majesty, the said Company of Proprietors of the Regent's Canal had Authority to obtain Water from the River *Thames* for the direct Supply of the Grand Junction Waterworks, instead of the Grand Junction Canal; and further reciting, that for the Removal of such Doubts as aforesaid, and in contemplation of such Interchange and Transfer of Water between the said Companies, and in order to facilitate a Supply of Water from the Grand Junction Canal to the Regent's Canal for the Purpose of Navigation, several of the Powers, Authorities, Provisions, and Regulations contained in the said recited Acts or some of them required to be enlarged, altered, varied, amended, and extended, for the more completely carrying into effect the several and respective Purposes of the said Acts, and extending the beneficial Objects thereof; it was enacted, that it should be lawful for the said Company of Proprietors of the Regent's Canal to supply the Reservoirs, Pipes, and other Works of the Grand Junction Waterworks Company, for the general Purposes and Objects of the said Company, with Water from the River *Thames*, to be obtained by the Means and according to the Powers, Provisions, and Regulations contained in the said recited Acts of the Fifty-second and Fifty-third and Fifty-sixth Years of His late Majesty's Reign, respecting the obtaining such Water for the Supply of the Regent's Canal and the Grand Junction Canal, or either of them, or by such other Means and according to such other Powers as the said Company of Proprietors should or might at any Time or Times thereafter lawfully have or exercise respecting the obtaining Water from the said River *Thames*; and it was further enacted, that when the said Company of Proprietors of the Regent's Canal should, by such sufficient Ways and Means as should be agreed to by the said Grand Junction Waterworks Company, have conveyed the Water from the River *Thames* to the Waterworks of the said Grand Junction Waterworks Company in the said Parish of *Paddington*, and after the said Grand Junction Water-

Waterworks Company, and the said Regent's Canal Company, should have given Notice thereof, jointly or severally, in Writing under their Common Seals, to the said Company of Proprietors of the Grand Junction Canal, it should be lawful for the Grand Junction Waterworks Company wholly to cease from taking any Supply of Water from the Company of Proprietors of the Grand Junction Canal, or from and out of any Part or Parts of the said Grand Junction Canal, or of the said navigable Cut therefrom to *Paddington*, or from and out of any Reservoirs, Feeders, or other Works connected therewith or belonging thereto; and that it should be lawful for the said Company of Proprietors of the Regent's Canal thereupon to be supplied by the Grand Junction Canal Company with Water from and out of the said navigable Cut to *Paddington*, for the Purposes of Navigation of the said Regent's Canal and the Cuts therefrom, but for no other Purpose whatsoever, in such Manner, and subject to such Regulations, Conditions, and Restrictions, as should be settled and agreed upon between the Grand Junction Canal Company and the Regent's Canal Company, and that the Water so to be supplied from the River *Thames* by the Regent's Canal Company should be deemed and taken to be in substitution for and in lieu of and in exchange for the Water contracted to be supplied to the Grand Junction Waterworks Company from and out of the Grand Junction Canal and Cut to *Paddington*, and other the Waters in the Power of the Grand Junction Canal Company; and the Grand Junction Waterworks Company should, from and after such Notice or Notices, cease to have or be entitled to have any Control over or Communication by any Pipe or Pipes, or otherwise howsoever, with the Waters of the said Grand Junction Canal and Cuts, or the Reservoirs, Feeders, and other Works for supplying the same with Water, and thereupon it should be lawful for the said Company of Proprietors of the Grand Junction Canal to take up and remove any Pipe or Pipes communicating with the Water of the said Canal; and it was further enacted, that when and so soon as the said Works to be made by the said Company of Proprietors of the Regent's Canal for the Supply of Water to the Grand Junction Waterworks should be completed it should be lawful for the Company of Proprietors of the Regent's Canal, by such Mode of Conveyance as by their said Act of the Fifty-second Year of His late Majesty's Reign is directed for the Conveyance of Lands by the same Company, absolutely and effectually to convey and assure to the said Grand Junction Waterworks Company and their Successors all the Estate and Interest of the said Regent's Canal Company in the Engines, Buildings, and other Works to be made and constructed for the Purposes aforesaid, and in the Land or Ground on which the same should be constructed or erected, or which should be taken or occupied for the Purposes of such Works, which said Buildings, Works, Lands, and Premises the said Grand Junction Waterworks Company were thereby authorized to hold and enjoy, to them and their Successors and Assigns for ever, notwithstanding the Statutes of Mortmain; and it was further enacted, that from and after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, it should be lawful for

the said Grand Junction Waterworks Company, their Successors and Assigns, to draw Water from the said River *Thames* by means of and to receive the same into the several Works so to be transferred, or then belonging to them, not exceeding Forty thousand Tons in every Twenty-four Hours, by means of One or more Steam Engine or Engines, calculated to raise the said Quantity of Forty thousand Tons, and no more, in each and every Twenty-four Hours, and to apply such Water for the Use and Benefit of the Grand Junction Waterworks Company, they the said Grand Junction Waterworks Company at all Times maintaining and keeping in good Repair and Condition, under the Direction and to the Satisfaction of the Clerk of the Works employed by the City of *London* on the River *Thames*, the several Pipes, Trunks, Frames, Buoys, and other Works which should have been constructed by the said Regent's Canal Company, in pursuance of any Agreement or Arrangement with the Mayor and Commonalty and Citizens of the City of *London*, for the Purpose of obtaining a Supply of Water from the River *Thames*; and it is further enacted, that after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, the said Grand Junction Waterworks Company should pay to the said Mayor and Commonalty and Citizens of the City of *London*, their Successors, Collectors, or Assigns for ever, the annual Rent or Sum of Five Pounds Five Shillings, payable by the said Company of Proprietors of the Regent's Canal to the said Mayor and Commonalty or Citizens of the City of *London*, for or in respect of the said Works or some of them, the First Payment to commence and be made on the Day next succeeding such Conveyance or Transfer on which the same Rent or Sum ought to be paid by the said Company of Proprietors of the Regent's Canal; provided always, and it is further enacted, that so soon as the Grand Junction Waterworks should be supplied from the River *Thames*, and Notice thereof should have been given as aforesaid, and after the Payment of all Arrears of the said Rents or Sums of Six hundred Pounds, and One thousand two hundred Pounds, and Two thousand Pounds, reserved by and then due from the said Grand Junction Waterworks Company, under the said recited Act of the Fifty-first Year of His late Majesty's Reign, they the said Grand Junction Waterworks Company should, from the Day of such Notice and Payment of such Arrears, be released from all further Payments in respect of Rents and Fines payable under the said recited Act, and from all Covenants, Conditions, Sums of Money, Matters, and Things which the said Company of Proprietors of the Grand Junction Canal could have required, or then had any Right to require, to be paid, observed, performed, and kept by the said Grand Junction Waterworks Company, in case the now-reciting Act had not passed, and also from all Right and Title and Interest of the said Company of Proprietors of the Grand Junction Canal (except as Owners and Lessors thereof) to and in the Reservoirs, Steam Engine, and Engine House at *Paddington*, Mains, and all other the Works then in the Possession of and belonging to the said Grand Junction Waterworks Company in the Parish of *Paddington* or elsewhere; and it is further enacted, that from the Day of such Notice to be given as last aforesaid the said Company of Proprietors of the Grand Junction

Junction Canal should be released from all Covenants, Conditions, Sums of Money, Matters and Things, Claims and Demands whatsoever, which the said Grand Junction Waterworks Company could have otherwise required to be observed, performed, and kept, or could have otherwise made, demanded, or recovered by, of, or from the said Company of Proprietors of the Grand Junction Canal, on account of the *Ruislip* Reservoir, or on any Account whatsoever, under or by virtue of the said recited Act of the Fifty-first Year of His late Majesty's Reign, or otherwise howsoever: And whereas the said Company of Proprietors of the Regent's Canal have erected and finished the Engine and Boiler House, Steam Engine, Dwelling House, Landing Place, and other contiguous Buildings and Works specified in the last-recited Articles of Agreement, in or upon Two Pieces or Parcels of Land or Ground, containing by Admeasurement Two Roods and Eighteen Perches or thereabouts, situate near *Chelsea* within the Parish of *Saint George Hanover Square* aforesaid, the Fee Simple and Inheritance whereof were purchased by them of the Right Honourable *Robert* Earl *Grosvenor*, and the last-mentioned Company have also laid down a Cast Iron Main Pipe with a Sluice into the River *Thames*, and a Cast Iron Main Pipe from the last-mentioned Engine House to the Main Pipe of the said Grand Junction Waterworks Company in *Oxford Street* aforesaid, and the said Grand Junction Waterworks Company have been for some Time past admitted into Possession of the said several Works, and have used and are now using the same for supplying with Water from the River *Thames* various Parts of the District which they are empowered to supply with Water under the Authority of the before-mentioned Acts, and have for that Purpose laid down various Branches from the said new Main Pipe, communicating with various Streets situated between the said newly-erected Engine House and *Oxford Street* aforesaid, and on and from the 12th Day of *September* One thousand eight hundred and twenty the said Company of Proprietors of the Grand Junction Canal have wholly ceased to supply Water from their said Canal to the Waterworks of the said Grand Junction Waterworks Company, but no Conveyance hath hitherto been made by the said Regent's Canal Company of their Estate and Interest in the Engines, Buildings, and other Works made and constructed for the Purposes aforesaid, and in the Land or Ground upon which the same are constructed, in pursuance of the last-recited Act of Parliament: And whereas by a certain Act of Parliament made and passed in the Fifth Year of His present Majesty's Reign, intituled *An Act to carry into complete Effect certain Articles of Agreement made and entered into between* John *Lord Bishop of* London, *since deceased*, *Sir* John Frederick *Baronet*, Arthur Stanhope *Esquire*, *Sir* Frederick Treise Morshead *Baronet*, *Sir* John Morshead *Baronet*, *since deceased*, *and Dame* Elizabeth *his Wife*, *and* Selina Thistlethwaite, *since deceased*, *and the Company of Proprietors of the Grand Junction Canal*, after reciting (amongst other things) the said Act of Parliament of the Thirty-eighth Year of His late Majesty's Reign in part herein-before recited; and also reciting another Act passed in the Fifty-second Year of the Reign of His late Majesty intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between the Right Reverend*

Regent's Canal Company have finished the Works specified in the Agreement.

5 G. 4. c. 35.

Reverend Father in God John *Lord Bishop of* London, *Sir* John Frederick *Baronet*, Arthur Stanhope *Esquire*, Frederick Treise Morshead *Esquire*, *Sir* John Morshead *Baronet and Dame* Elizabeth *his Wife*, *and* Selina Thistlethwaite, *and the Company of Proprietors of the Grand Junction Canal*, whereby the last-mentioned Articles, dated the Twenty-fourth Day of *March* One thousand eight hundred and twelve, and fully set forth in the said Act, being an Agreement for the Lease of various other Parcels of Land in the said Parish of *Paddington* by the said Bishop and his Lessees to the said Grand Junction Canal Company, and also for the various Exchanges therein particularly specified, were ratified and confirmed; and further reciting that the said Company of Proprietors, in or about the Year One thousand eight hundred and one, purchased or agreed to purchase of *James Crompton* Esquire a certain Piece or Parcel of Land called *Lower Field*, situate in the Parish of *Paddington* aforesaid, and containing by Admeasurement Ten Acres and Thirty-eight Perches or thereabouts, which said Piece or Parcel of Land was shown in the Map or Plan to the said Act annexed, and was therein marked with the Letters X. X. Y. and Z a., and that the said *Lower Field* was, upon the Purchase thereof, conveyed to *William Praed* Esquire, as Trustee for the said Company of Proprietors, and had since been by him conveyed to the said Company of Proprietors; and further reciting that although the said *Lower Field* was purchased for the Purpose of making and effectuating the Works of the said Canal, yet the same had not been used for that Purpose, but that the said Canal and the Works thereof had been made in a Line different from the proposed Line at the Time of the Purchase of the same Field, and that certain Parts of the said *Lower Field* had been set out for the Formation of public Streets according to the Terms and Conditions of the last-mentioned Articles of Agreement; and reciting the said Act of the Fifty-first Year of His late Majesty's Reign, incorporating the said Company by the Name of "The Grand Junction Waterworks Company;" and reciting that by virtue of the same Act the said Company of Proprietors of the Grand Junction Canal had provided or agreed to provide the said Grand Junction Waterworks Company with certain Lands for the Purpose of effecting the Articles of Agreement confirmed by the last-mentioned Act; and reciting that the said Lands agreed to be provided as last mentioned consist partly of Lands demised and agreed to be demised to the said Grand Junction Canal Company by the said several Articles of Agreement of the Twenty-second Day of *February* One thousand seven hundred and ninety-eight and Twenty-fourth Day of *March* One thousand eight hundred and twelve, and partly of certain Lands being Parts of the said *Lower Field;* and further reciting, that the said Act of the Fifty-second Year of His late Majesty contains no Provision for enabling the Parties to the Articles of Agreement therein set forth to do such Acts and to make and execute such Deeds and Assurances as should be necessary or proper for carrying the same Articles of Agreement into complete and legal Effect; and further reciting that in consequence of the said Piece or Parcel of Land called *Lower Field* not having been used for the Purposes of the said Canal and the Works thereof the said Company of Proprietors had no Power to hold the said

said Field, and the same was forfeited to His Majesty, which Forfeiture His Majesty had been graciously pleased to remit; and reciting that it would be for the mutual Benefit of the said several Parties, and of great public Utility, to have the said Piece or Parcel of Land called *Lower Field* vested in the said Company of Proprietors of the Grand Junction Canal, for the Purpose of enabling them to carry into effect the said Articles of Agreement of the Twenty-fourth Day of *March* One thousand eight hundred and twelve, and their said Agreement with the Grand Junction Waterworks Company, and also for the Purpose of enabling them to make Roads and Ways to the Lands agreed to be demised to them by the said several Articles of Agreement of the Twenty-second Day of *February* One thousand seven hundred and ninety-eight and Twenty-fourth Day of *March* One thousand eight hundred and twelve, or any of them; it was (amongst other things) enacted, that the said Piece or Parcel of Land called *Lower Field*, purchased by the said Company of Proprietors of the Grand Junction Canal, as therein-before mentioned, and all His Majesty's Right and Interest therein, should be and the same was thereby vested in the said Company of Proprietors, their Successors and Assigns, discharged of all Forfeiture to His said Majesty, His Heirs and Successors, under any Statutes of Mortmain; and it was further enacted, that the said Company of Proprietors of the Grand Junction Canal should and they are thereby authorized and directed to sell all such Parts of the said Piece or Parcel of Land called *Lower Field* as had not been set out for public Streets as aforesaid, or agreed to be provided, to the said Grand Junction Waterworks Company, as therein-before mentioned, or as might not be wanted for the Roads and Ways therein-before mentioned, and except the Pieces of Land marked X X. and Y. on the said Plan, and intended to be conveyed by the said Company of Proprietors, in pursuance of the now-reciting Act, in exchange, as therein-after mentioned: And whereas the last-mentioned Act of Parliament contains no Clause or Provision expressly enabling the said Company of Proprietors of the Grand Junction Canal to grant such Lease and Leases of the Parcels of Ground provided for Reservoirs for the Use of the said Company, and the Roads or Rights of Road, as was or were by the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen stipulated and agreed to be granted to the said Grand Junction Waterworks Company, and Doubts have arisen whether, in consequence of the special and qualified Manner in which the said Grand Junction Waterworks Company was incorporated by the said Act of Parliament of the Fifty-first Year of His late Majesty's Reign, and of the material Changes which have taken place (or are about to take place) in their Relations with regard to the said Company of Proprietors of the Grand Junction Canal, by the Effect and Operation of the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and the said Act of Parliament of the Fifty-ninth Year of His late Majesty's Reign, they the said Grand Junction Waterworks Company are duly qualified and enabled to accept the Conveyance and Lease respectively agreed and intended to be made to them by the said Companies of Proprietors of the Regent's Canal and Grand Junction Canal respectively,

pursuant to the last-mentioned Articles of Agreement, and to exercise in perpetuity the several Powers and Authorities intended to be granted, demised, or otherwise transferred to or vested in the said Grand Junction Waterworks Company and their Successors, for the Purpose of supplying with Water the Parish of *Paddington* and other adjacent Parishes and Places, according to the true Intent and Meaning of the said Acts, and also whether the several Powers and Authorities given and granted to the said Regent's Canal Company, for erecting and maintaining Fire or Steam Engines, Reservoirs, Channels, Feeders, Aqueducts, and other Works for supplying with Water from the said River *Thames* the said Regent's Canal and the collateral Cut thereto belonging, are, under the Operation of the last-mentioned Acts or any of them, clearly and unequivocally vested in the said Grand Junction Waterworks Company, for the Purposes of their said Undertaking: And whereas Doubts have also arisen as to the Power of the said Grand Junction Waterworks Company to apply a Portion of the Water Rates authorized to be levied and received by them in or towards the Improvement or Extension of their Works now existing or hereafter to be constructed: And whereas it is of great Importance to the Interests of the said Grand Junction Waterworks Company, and of the Districts which they are empowered to supply with Water, that all such Doubts should be obviated and removed: But inasmuch as the several beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament, may it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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,

The Grand Junction Waterworks Company confirmed a Company in perpetuity, for supplying Water from the River Thames.

That the said Company of Proprietors, incorporated by virtue of the said Act of Parliament of the Fifty-first Year of His late Majesty's Reign, by the Name of "The Grand Junction Waterworks Company," shall be and they are hereby ratified, confirmed, and established as a Company for making, improving, completing, and maintaining Waterworks, Aqueducts, Reservoirs, and other Works necessary for the Purpose of providing and supplying with good and wholesome Water from the River *Thames* the Inhabitants of the several Buildings erected or to be erected within the said Parish of *Paddington*, and the Parishes and Streets adjacent, according to the Rules, Orders, and Directions herein-after expressed or referred to, and shall for that Purpose be and continue One Body Politic and Corporate, by the Name of "The Grand Junction Waterworks Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall or may sue and be sued at all Times hereafter.

Power to supply Water from the River Thames.

II. And be it further enacted, That it shall be lawful for the said Grand Junction Waterworks Company and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, from Time to Time and at all Times hereafter to make, complete, and maintain Waterworks, Aqueducts, Reservoirs, Waterwheels, Steam Engines, and other Engines, Pipes, and other Works necessary for the Purpose of supplying the Inhabitants of the said Parish of *Paddington*, and the Parishes and Streets adjacent, with Water,

to

to be drawn from the River *Thames* at or near *Chelsea* aforesaid, and to supply such Waterworks accordingly with Water from the said River *Thames*, to such Extent and under such Restrictions as is and are expressed or referred to in and by the said recited Act of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third (but not further or otherwise).

Water not to be supplied until previously deposited in One of the Reservoirs of the Company.

III. And be it further enacted, That from and after the Expiration of Two Years from the passing of this Act it shall not be lawful for the said Grand Junction Waterworks Company to supply any House or Houses situate and being within the said Parishes of *Saint George Hanover Square*, *Saint Marylebone*, and *Paddington*, or any of them, with any Water from the River *Thames*, without having previously deposited the same in One of the said Reservoirs, or in some other Reservoir or Reservoirs belonging to the said Company of Proprietors of the Grand Junction Waterworks, the Dimensions whereof, either separately or collectively, shall not be less than Three Acres.

Powers given by the 51 G. 3. c. 169. and 56 G. 3. c. 4. to have relation to the Grand Junction Waterworks Company.

IV. And be it further enacted, That all and singular the Powers, Provisoes, Regulations, and Restrictions whatsoever contained in the said in part recited Acts of the Fifty-first Year of His late Majesty's Reign and the Fifty-sixth Year of His late Majesty's Reign, intituled *An Act to amend an Act of the Fifty-first Year of His present Majesty, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of* Paddington *and the Parishes and Streets adjacent in the said County of* Middlesex, (except so far as the same last-mentioned Acts, or either of them, are or is varied, altered, or repealed,) shall continue in force, and shall have relation and apply to the said Grand Junction Waterworks Company hereby incorporated in perpetuity as aforesaid, and to the Works vested and to be vested in the said Company for the Purposes of their said Undertaking, either previously to or by virtue or in pursuance of this Act, in the same Manner in all respects as if the same Powers, Provisoes, Regulations, and Restrictions had been severally re-enacted or confirmed in and by this Act, or as if the said Company had originally, by the said recited Act of the Fifty-first Year of the Reign of King *George* the Third, been constituted a Body Corporate with perpetual Succession, for the Purpose of supplying the said Parish of *Paddington*, and the Parishes and Streets adjacent, with Water from the River *Thames*.

Power for Grand Junction Canal Company to make a Conveyance and Assignment of the Paddington Reservoirs.

V. And be it further enacted, That it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, and they are hereby fully authorized and required, by Indenture under their Common Seal, to grant, release, assign, and convey to the said Grand Junction Waterworks Company, their Successors and Assigns, and at the Costs and Charges of the last-mentioned Company, all those the said several Pieces or Parcels of Land situate at *Paddington* aforesaid, adjoining or near to a certain Street called *London Street*, containing or thereabouts, together with the Two Reservoirs already erected in or upon the same,

same, and now in the Possession of the said Grand Junction Waterworks Company, together with the Steam Engine and Engine House thereto belonging, and also all that the said other Piece or Parcel of Land situate at *Paddington* aforesaid, containing Two Acres and a Half or thereabouts, upon which last-mentioned Land an additional Reservoir is now erecting by the said Grand Junction Waterworks Company, which said several Pieces of Land include certain Parts of the said Freehold Land called the *Lower Field*, purchased of the before-named *James Crompton* by the said Company of Proprietors of the Grand Junction Canal, as mentioned in the said Act of Parliament of the Fifth Year of His present Majesty's Reign, together with such Roads or Rights of Road as the said Grand Junction Waterworks Company are entitled to under the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, subject nevertheless to such Restrictions and Regulations as are mentioned in the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and herein-before set forth, so far as such Restrictions and Regulations are applicable to the Freehold and Leasehold Lands hereby authorized and required to be granted, released, and assigned, to hold so much and such Parts of the said several Pieces or Parcels of Land as originally formed Parts of the said Freehold Land called the *Lower Field* unto and to the Use of the said Grand Junction Waterworks Company, their Successors and Assigns, for ever, and to hold the remaining Parts of the said Pieces or Parcels of Land for all such Term, Estate, Right, Title, and Interest, Right or Benefit of Renewal, as the said Grand Junction Canal Company now have of, in, or to the same, but subject nevertheless to the Rents, Covenants, Provisoes, and Conditions reserved and contained in the Leases granted by the Lord Bishop of *London* and his immediate Lessees, to the said Grand Junction Canal Company, and that it shall be lawful for the said Grand Junction Waterworks Company to accept all such Grants or Releases and Assignments: Provided nevertheless, that nothing in this Act contained shall be construed so as to preclude the said Grand Junction Waterworks Company, or their Successors, from purchasing the Reversion and Inheritance, or any less Estate or Interest in the whole or any Part or Parts of the Leasehold Land or Ground directed and intended to be included in the said Assignment from the Company of Proprietors of the Grand Junction Canal, beyond and expectant upon the Estate and Interest authorized and directed to be hereby assigned, in case the respective Parties interested in such Reversion or Inheritance shall be willing to sell and convey the same, under the Powers and Provisions herein-after contained or otherwise: Provided also, that when and so often as the Bishop of *London* for the Time being, and his immediate Lessees, shall grant to the said Grand Junction Canal Company any Lease or Leases, which shall include the said last-mentioned Pieces or Parcels of Land herein-before directed to be assigned by the said Grand Junction Canal Company to the said Grand Junction Waterworks Company in manner aforesaid, the said Grand Junction Canal Company shall from Time to Time, upon the Request and at the Costs and Charges of the said Grand Junction Waterworks Company, assign the said last-mentioned Pieces

Pieces or Parcels of Ground, and all their Term, Estate, and Interest therein, subject to such Restrictions and Regulations as are mentioned in the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, so far as the same are applicable to the said last-mentioned Premises, unto the said Grand Junction Waterworks Company, their Successors and Assigns, to be held by the said Grand Junction Waterworks Company Rent-free, and subject only to Rates and Taxes, and a fair Proportion of Fines of Renewal, as between them and the said Grand Junction Canal Company, but subject nevertheless to the Rents, Covenants, Provisoes, and Conditions to be reserved and contained in the said Lease or Leases for the Time being to be granted by the Bishop of *London* for the Time being, and his immediate Lessees, to the said Grand Junction Canal Company.

Power for the Regent's Canal Company to convey Works, &c.

VI. And be it further enacted, That it shall be lawful for the said Company of Proprietors of the Regent's Canal absolutely to convey, assign, or otherwise assure to the said Grand Junction Waterworks Company and their Successors all and singular the Engines, Buildings, and other Works made and constructed by the said Regent's Canal Company, in pursuance of the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and of the said Act of Parliament of the Fifty-ninth Year of His said late Majesty's Reign, and the said several Pieces or Parcels of Land or Ground purchased by the last-mentioned Company for the Purposes of such Works, and all the Estate, Right, Title, and Interest of the said Regent's Canal Company in and to the same, and also in or to the before-mentioned Main Pipe laid down by them for the Purpose of conveying the Water from the River *Thames* to the Works previously belonging to and vested in the said Grand Junction Waterworks Company; and that it shall be lawful for the said Grand Junction Waterworks Company to accept and take such Conveyance, Assignment, or Assurance as aforesaid, and to hold and enjoy the said Buildings, Works, Lands, or Grounds and Premises, to them and their Successors, according to the true Intent and Meaning thereof, for the Purposes of their said Undertaking, without incurring any of the Penalties or Forfeitures imposed by the Statutes of Mortmain.

Power for Company to contract for and take Conveyances of Land.

VII. And be it further enacted, That it shall be lawful for the said Grand Junction Waterworks Company and their Successors, and they are hereby fully authorized and empowered, from Time to Time, to contract with any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, not only on behalf of themselves, their Heirs and Successors, but for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons being under legal Disability or Incapacity, and also with any Tenants for Life or in Tail, on behalf of themselves and all other Persons to whom or for whose Benefit Lands may be limited in strict Settlement, for the Purchase of the Fee Simple and Inheritance, or any other Estate or Interest

Interest of and in any Parcel or Parcels of Land or Ground, with or without Messuages or Buildings thereon, in such Place or Places as the said Company shall deem eligible for the Purposes of the said Undertaking, and also for the Reversion or Reversions, or any other Estate or Interest of and in the whole or any Part or Parts of the Land and other the Premises by this Act authorized and required to be assigned by the said Company of Proprietors of the Grand Junction Canal to the said Grand Junction Waterworks Company and their Successors; and that it shall be lawful for any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, or other Trustees, not only on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons being under legal Disability or Incapacity, and also for any Tenant or Tenants for Life or in Tail, for and on behalf of themselves and all other Persons to whom or for whose Benefit Lands may be limited in strict Settlement, to sell, grant, and convey to the said Grand Junction Waterworks Company and their Successors the Fee Simple and Inheritance, or any other Estate or Interest in such Land, with or without Messuages or other Buildings thereon, and also the Reversion or Reversions, or any other Estate or Interest of and in the whole or any Part or Parts of the Land and other the Premises by this Act authorized and required to be assigned to the said Grand Junction Waterworks Company: Provided nevertheless, that the total Quantity of Land or Ground to be held by the said Company at any One Time shall not exceed Fifteen Acres, exclusively of the Land or Ground by this Act specifically authorized to be conveyed and assigned to them by the said Companies of Proprietors of the Regent's Canal and Grand Junction Canal respectively.

Regulating the Construction of Chimnies of Steam Engine.

VIII. And be it further enacted, That every Furnace to every Boiler of each and every Steam Engine which is or shall be erected by the said Grand Junction Waterworks Company, within the said Parish of *Paddington*, shall be constructed upon the Principle of consuming its own Smoke, and the Shaft of every Chimney of every such Furnace shall be of the Height of One hundred and thirty Feet at the least from the Level of the Ground in front of such Engine; and every such Chimney shall also be so constructed that the Smoke issuing therefrom shall not at any One Time exceed the Quantity of Smoke usually issuing from the Chimnies of Twenty-four Fires for domestic Uses; and in case any such Furnace or any such Chimney shall be constructed, erected, or made contrary to the Provisions and Directions in this Act contained, then and in such Case such Furnace and every such Chimney, and the Steam Engine belonging thereto, shall be deemed and taken to be a common Nuisance, and may be indicted and abated as such; and that no Furnace or Steam Engine shall be erected within a Quarter of a Mile of the *Edgeware Road*, without the Consent of *Edward Berkeley Portman* Esquire, his Heirs or Assigns, first had and obtained in Writing.

IX. Pro-

Restraining the Erection of any Chimney to the Steam Engine in Grand Junction Street within Fifty Feet of the North Side of the Street.

IX. Provided also, and be it further enacted, That the Shaft of every Chimney of every Steam Engine which is or shall be erected by the said Grand Junction Waterworks Company in a certain new Street in the said Parish of *Paddington* called *Grand Junction Street*, and every Engine House or other Building to be erected there, shall be Fifty Feet Northward from the North Side of the said Street; and in case any such Shaft, Engine House, or Building is or shall be constructed, erected, or made contrary to the above Provisions and Directions, and the said Grand Junction Waterworks Company shall not remove or alter the same within Three Calendar Months after Notice in Writing shall have been delivered to them or to their Clerk, from the Lord Bishop of *London* or his Successors, or his immediate Lessees, to remove or alter any such Shaft, then and in such Case the said Grand Junction Waterworks Company shall forfeit and pay the Sum of Fifty Pounds for every Month that any such Shaft shall remain unremoved or unaltered after any such Notice shall have been so given as aforesaid, to any Person or Persons who shall sue for the same, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, Wager at Law, or any more than One Imparlance, shall be made.

Company shall not dig for Wells so as to injure the Conduits on the Bishop of London's Estate.

X. Provided always, and be it further enacted, That the said Grand Junction Waterworks Company shall not dig or cause to be dug any Well or Wells, or search or bore for, or cause to be searched or bored for, any Spring or Springs, so as in anywise to affect, prejudice, or injure any Conduits or Springs upon the Estate belonging to the Corporation of *London*, or to the See of the Bishop of *London*, at *Paddington* aforesaid, or lay or cause to be laid any Pipe or Pipes across or along any Street or Streets laid out or formed, or hereafter to be laid out or formed, upon the same Estate, which can in anywise prejudice or injure any of the Pipes or Channels communicating with any such Conduits or Springs.

Shares to be considered Personal Estate.

XI. Provided nevertheless, and be it further enacted, That all and singular the Shares of and in the said Undertaking, and the Joint Stock or Fund of the said Grand Junction Waterworks Company, shall be and continue and be deemed and taken to be Personal Estate, and transmissible as such, and not of the Nature of Real Property.

Power to sell Land not wanted.

XII. And be it further enacted, That it shall be lawful for the said Grand Junction Waterworks Company to sell and dispose of any Part or Parts of the Land or Ground, Buildings or Hereditaments, which shall be conveyed to or vested in the said Company under the Authority of this Act, and which shall not be wanted for the Purposes of their said Undertaking, either together or in Parcels, by Public Auction or Private Contract, as they shall think most convenient and advantageous, to such Person or Persons as shall be willing to contract for and purchase the same, and by Indenture under their Common Seal to convey and assure the same accordingly; and all such Conveyances from the said Company shall be valid and effectual, anything in this Act contained, or any other Law, Statute, or Custom, to

the

the contrary thereof notwithstanding: Provided always, that the said Company, before they shall sell and dispose of any Part of such Land, Ground, or Hereditaments, shall first offer to resell the same to the Owner or Owners of the adjoining Lands, by Notice in Writing, to be delivered to such Owner or Owners, or his or their Tenant or Tenants of such adjoining Lands; and in case such Owner or Owners shall be desirous of repurchasing the same, he, she, or they shall signify such his, her, or their Desire and Intention in that Behalf to the said Company, within Twenty-one Days next after such Offer of Resale shall have been made; and in case such Person or Persons shall refuse or decline to avail himself, herself, or themselves of such Offer, or shall neglect or omit to signify his, her, or their Desire and Intention to repurchase such Messuages, Lands, Tenements, and Hereditaments, for the Space of Twenty-one Days, then and in every such Case an Affidavit, made and sworn before a Master or Master Extraordinary in the High Court of Chancery (as the Case may be), by some Person or Persons not interested in the said Lands or Hereditaments, stating that such Offer was made by or on behalf of the said Company in manner aforesaid, and that such Offer was refused or declined, or was not accepted or agreed to by the Person or Persons to whom the same was made, within the Space of Twenty-one Days from the Day or Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused or declined, or was not accepted and agreed to within the Time aforesaid; and that the Money produced by the Sale or Sales which may be made by the said Company of such Lands and Hereditaments as aforesaid shall be carried to the Credit of the Capital Stock Account of the said Company, and shall and may be expended in the Purchase of other Lands, Buildings, or Hereditaments, or in the Extension or Improvement of the existing Works of the said Company, or shall otherwise be divided and applied amongst or for the Benefit of the Proprietors of Shares in the said Company as Capital, and not as Gain or Profit of the said Company.

Secretary to give Receipts.

XIII. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by the Sale or Sales of any Lands, Buildings, or Hereditaments which may be sold under the Authority of this Act, it shall be lawful for the Secretary for the Time being of the Grand Junction Waterworks Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money of such Lands, Buildings, or Hereditaments, or for so much thereof as in such Receipts respectively shall be expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof.

After the Company has purchased the Quantity of Land autho-

XIV. Provided also, and be it further enacted, That the Power hereby given to the said Grand Junction Waterworks Company, of purchasing Lands or Hereditaments, or Estates or Interests in Lands or Hereditaments, which may be vested in any Person or Persons, or Corporation or Corporations Aggregate or Sole, being under legal Disability

Disability or Incapacity to alienate the same, shall be and the same is hereby absolutely restricted to Fifteen Statute Acres of Land in the whole, exclusively of the Land or Ground by this Act specifically authorized to be conveyed and assigned to them by the said Companies of Proprietors of the Regent's Canal and Grand Junction Canal respectively; and after such Power shall have been exercised to that Extent, the said Grand Junction Waterworks Company shall not, in consequence of the Sale of the whole or any Part or Parts of such Lands or Hereditaments, under the Power of Sale hereby given to them, be enabled to purchase any further or other Lands or Hereditaments, or Estates or Interests in Lands or Hereditaments, which may be so vested in any Person or Persons, or Corporation or Corporations Aggregate or Sole, being under legal Disability or Incapacity as aforesaid, nor shall any such Person or Persons, or Corporation or Corporations Aggregate or Sole, or any Trustee or Trustees or other Person or Persons on their Behalf, be enabled to sell to the said Company, for the Purposes of their Undertaking, any such further or other Lands or Hereditaments, or Estates or Interests in Lands or Hereditaments, anything in this Act contained to the contrary in anywise notwithstanding.

rized by this Act, they shall not sell and purchase again of Bodies Corporate, &c.

XV. And be it further enacted, That all Sums of Money which shall be so contracted for or agreed to be paid to any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit any Lands are limited in strict Settlement, and other Persons, being under legal Disability or Incapacity whatsoever, for the Purchase of any reversionary or other Estate, Right, or Interest whatsoever in any Lands or Hereditaments, by virtue of the Powers of this Act, shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account *ex parte* the Grand Junction Waterworks Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His present Majesty, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been immediately entitled to the Rents and Profits of the said Lands or Hereditaments, or to the Reversionary Estate or Interest therein so purchased as aforesaid, in or towards the Redemption or Purchase of the Land Tax, or in or towards the Discharge of any Debt or Debts or other Charge or Incumbrance affecting the same Lands or Hereditaments,

Application of Purchase Money when amounting to or exceeding 200*l.*

1 G. 4. c. 35.

or affecting other Hereditaments standing settled to the same or the like Uses; or where such Money shall not be so applied, then the same shall be laid out and invested, under and with the like Direction and Approbation of the said Court, in the Purchase of other Messuages, Lands, Tenements, or Hereditaments, which shall be conveyed and settled to or for or upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands and Hereditaments, or reversionary or other Interest therein, which shall be so purchased as aforesaid, stood previously settled or limited, or such of them as for the Time being shall be existing undetermined or capable of taking effect; and in the meantime, until such Purchase shall be made, the said Money shall, by Order of the said Court of Exchequer upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, until such Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so directed to be purchased as aforesaid, in case such Purchase and Settlement thereof were actually made.

Application of Purchase Money where under 200*l.* and not less than 20*l.*

XVI. Provided always, and be it further enacted, That in case the Money so payable to any Corporation Aggregate or Sole, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in such Case the same shall, at the Option of any such Corporation, testified by Writing under their Corporate or Common Seal, or of the Person or Persons for the Time being immediately entitled as aforesaid, or of his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such as aforesaid, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, to be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be nominated by the Corporation or Person or Persons making such Option, and approved of by Three or more of the Directors of the said Grand Junction Waterworks Company, (such Nomination and Approbation to be signified in Writing under the Hands or Common Seals of the nominating and approving Parties,) in order that such Principal Money and the Dividends arising thereon may be applied in any Manner herein-before directed, so far as the Case may be applicable, without obtaining or being required to obtain the Direction or Approbation of the said Court of Exchequer.

Application of Purchase Money where less than 20*l.*

XVII. And be it further enacted, That in case the Money payable to any Corporation, or to any Person under any Disability or Incapacity as aforesaid, shall be less than Twenty Pounds, then and in every such

such Case the same shall be applied to the Use of the Person or Persons who would for the Time being have been immediately entitled to the Rents and Profits of the Hereditaments in respect whereof the same shall be paid, or to the said reversionary or other Estate or Interest therein so to be purchased as aforesaid, in such Manner as any Two or more of the Directors for the Time being of the said Grand Junction Waterworks Company shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such, for the Use and Benefit of such Person or Persons so entitled respectively; and the Receipt of the Person or Persons to whom such Directors of the said Company shall order the same to be paid shall be a sufficient Discharge for the same.

In case of disputed Titles.

XVIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person or Persons to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, by way of Consideration for the Purchase of any Lands, Tenements, or Hereditaments, or any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Court may order reasonable Expenses of Purchases to be paid by the Company.

XIX. Provided always, and be it further enacted, That when, by reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Buildings, Lands, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Bank, and to be applied, under the Direction of the Court of Exchequer, in the Purchase of other Houses, Buildings, Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expenses of every or any such Purchase, or such Proportion thereof as the said Court shall deem reasonable, together with all the necessary Costs and Charges of obtaining such Order, to be paid by the said Grand Junction Waterworks Company, and the said Company shall from Time to Time pay such Sum or Sums accordingly, in such Manner and for such Purposes as the said Court shall direct.

XX. And

The Notice agreed to be given by the 59 G. 3. c. 111. to be considered as given, and the Conveyance made.

XX. And be it further enacted, That for the Purposes of the said Act passed in the Fifty-ninth Year of His late Majesty's Reign the Notice therein referred to by the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, provided and agreed to be given to the said Company of Proprietors of the Grand Junction Canal, and the Conveyance or Transfer by the said Act authorized to be made, when actually made by the said Company of Proprietors of the Regent's Canal to the said Grand Junction Waterworks Company, shall respectively be deemed to have been given and executed upon and from the Twelfth Day of *September* One thousand eight hundred and twenty, being the Time when the Grand Junction Waterworks Company actually ceased to take their Supply of Water from the said Grand Junction Canal, anything in the last-mentioned Act and Articles of Agreement respectively contained to the contrary in anywise notwithstanding: Provided, that nothing herein contained shall prevent the said Grand Junction Waterworks Company from requiring the said Grand Junction Canal Company and the Regent's Canal Company respectively to make and execute the Grants, Conveyances, and Assignments by this Act directed to be made and executed.

Power to set apart a reserved Fund.

XXI. And be it further enacted, That it shall be lawful for the said Grand Junction Waterworks Company and their Successors, out of the Water Rents and other Profits and Income of the said Company which shall arise and be received for and in respect of the current Year, commencing at or from the Thirty-first Day of *March* One thousand eight hundred and twenty-six and ending on the Thirty-first Day of *March* One thousand eight hundred and twenty-seven, and also for and in respect of each subsequent Year commencing at or from the Thirty-first Day of *March* in each and every Year, and previously to the making of any Dividend of such Income amongst the Proprietors of Shares in the said Undertaking, not only to appropriate and apply such Sum or Sums as may from Time to Time be necessarily required for maintaining, repairing, and renewing the several Buildings, Reservoirs, Aqueducts, Engines, Pipes, and other Works for the Time being vested in the said Company, but also to set apart such Sum of Money, not exceeding in any One Year One full and equal Fifteenth Part of the gross yearly Income of the said Company, as the said Company shall deem expedient, and apply the whole or any Part of the same in or towards the Improvement, Extension, or Restoration of the Buildings, Reservoirs, Aqueducts, Engines, Pipes, and other Works for the Time being vested in the said Company, or the Purchase, Erection, or Completion of any new or additional Buildings, Ground, Reservoirs, Aqueducts, Engines, Pipes, or other Works which shall from Time to Time be thought necessary or convenient for the Purposes of the said Undertaking.

Surplus of reserved Fund to be invested.

XXII. Provided always, and be it further enacted, That when and so often as the Money to be appropriated out of the gross yearly Profits and Income of the said Grand Junction Waterworks Company, as herein-before mentioned, shall not be wholly applied for all or any of the Purposes herein-before expressed in relation thereto, the

the clear Surplus or Residue of such Money shall be invested in the Name of the Grand Junction Waterworks Company in the Purchase of Stock in the Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in the Purchase of Exchequer Bills, or other Government Securities bearing Interest, to be renewed or exchanged for others of the like Nature as often as Occasion shall require; and the Dividends and Interest therefrom respectively arising shall from Time to Time be invested in like Manner, so as to accumulate by way of Compound Interest, in augmentation of the Principal Funds or Securities whence the same shall have arisen, and so as to be consolidated therewith to all Intents and Purposes; and that all and singular the Bank Annuities and Government Securities which shall be purchased and accumulated by virtue of this Act, or a competent Part thereof, shall or may from Time to Time, as Occasion may require, be sold and converted into Money, and the Proceeds thereof applied for all or any of the Purposes herein-before expressed, in relation to the Appropriations of Profits and Income, from the Surplus whereof such Investments and Accumulations shall have arisen: Provided also, that when and as often as the Funds and Securities for the Time being invested or accumulated by virtue of this Act shall amount or be equivalent to the Sum of Sixteen thousand Pounds Sterling, the Investments herein-before directed to be made shall from Time to Time cease or be suspended, until the Amount or Value of such Funds and Securities shall, by the Sale of Part thereof for the Purposes aforesaid, be reduced below that Sum; and that in the meantime the Dividends and Interest of such accumulated Funds and Securities shall be considered Part of the net Yearly Profits and Income of the said Company, and shall be divided and applied accordingly.

Nothing herein contained shall abridge the Powers given by the 51 & 56 G. 3. c. 4.

XXIII. Provided nevertheless, and be it further enacted, That nothing herein contained shall operate or be construed so as to repeal, abridge, alter, or restrict all or any of the Powers and Authorities vested in the said Grand Junction Waterworks Company by virtue of the said Act of the Fifty-first Year of His late Majesty's Reign, or the first herein-before mentioned Act of the Fifty-sixth Year of the same Reign, in relation to the raising of the Remainder of the said further Sum of One hundred and fifty thousand Pounds, for the Purposes of the said Undertaking, by the Creation of new Shares or otherwise.

Regulating General Assemblies.

XXIV. And whereas by the said Act of the Fifty-first Year of His late Majesty's Reign it is enacted and provided, that the General Assemblies thereby authorized and directed to be held should be holden upon the First *Thursday* in the Months of *June* and *December* in every Year, between the Hours of Eleven and Twelve in the Forenoon, at such Place or Places and in such Manner as therein mentioned; and it is also enacted, that if at any General Assembly to be holden for the Election of Directors of the said Company there should not be Persons present who should be possessed of or entitled unto Six hundred Shares at the least in the said Undertaking, such General Assembly of the said Company should not proceed to the

Election of such Directors, but should be adjourned to the next *Thursday*, to be then holden at the same Place, and so from Time to Time until there should be such Persons present at such General Assembly having such Number of Shares as aforesaid, and that of every adjourned Meeting Six Days Notice at the least should be given in One or more of the *London* Newspapers; and it was by the last-mentioned Act further enacted, that Special General Assemblies of the said Company of Proprietors should or might be convened and holden in manner therein mentioned, provided that the Proprietors present should be possessed of at least Six hundred Shares in the said Undertaking; and it was further enacted, that every Question, Matter, or Thing which should be proposed, discussed, or considered in any General or Special General Assembly of the said Company of Proprietors, or any Adjournment thereof, should be determined by the Majority of Votes and Proxies then present, in the Proportion therein-before mentioned, provided that the Members present be not possessed of less than Four hundred Shares; provided nevertheless, that no One Person should give or deliver in Proxies for more than Two hundred Shares: And whereas it is expedient that the said several Provisions should be altered and amended, in order to obviate some Doubts and Inconveniences which have occurred in relation to the Construction and Operation thereof: Now be it further enacted by the Authority aforesaid, That all future General Assemblies of the said Grand Junction Waterworks Company, by the said Act directed to be holden upon the First *Thursday* in the Months of *June* and *December* in every Year, shall and may be holden on the Second *Thursday* in those Months, between the Hours of Eleven in the Forenoon and Two in the Afternoon, at such Place or Places, and under such Restrictions and Regulations in other respects, as are prescribed in the last-mentioned Act; and that of every adjourned Meeting to be held for the Election of Directors, in pursuance of the Provisions of the said last-mentioned Act, Four Days Notice at the least shall be given in One or more of the *London* Newspapers, instead of the Six Days Notice required by the said last-mentioned Act; and that in order to constitute a General Assembly, or Special General Assembly duly qualified, whether for the Election of Directors, or for discussing and determining any Question, Matter, or Thing whatsoever, relative to the Affairs and Concerns of the said Company, the Proprietors present in Person or by Proxy (to be appointed as in the last-mentioned Act is expressed) shall be possessed of Six hundred Shares at least in the said Undertaking, and the Proprietors personally present shall be possessed of Four hundred Shares at the least in the said Undertaking; and that it shall not be necessary that the Proprietors personally present at any such General Assembly or Special General Assembly, to be held for any of the Purposes aforesaid, shall be possessed of more than Four hundred Shares in the said Undertaking, anything in the last-mentioned Act of Parliament expressed or contained to the contrary in anywise notwithstanding.

Power for One of several Joint Proprietors

XXV. And be it further enacted, That in all Cases where any Five or more Shares in the said Undertaking may be or become vested in Two or more Persons jointly, One only of such Persons shall and may, with

with the Consent in Writing of the other or others of them, attend any of the General Assemblies to be convened by virtue of this Act, and give such Vote or so many Votes in respect of such Shares as he would be entitled to do in case he were the sole and absolute Proprietor of such Share, anything in the last-mentioned Act of Parliament expressed or implied to the contrary in anywise notwithstanding. to vote at General Assemblies.

XXVI. And be it further enacted, That the Directors for the Time being of the said Grand Junction Waterworks Company shall or lawfully may, as Occasion may require, elect and choose from amongst themselves a Chairman and Deputy Chairman, for the Purpose of presiding over Meetings of the said Directors to be held under the Provisions of the said Act of the Fifty-first Year of His late Majesty; and that if both the Chairman and Deputy Chairman shall be absent from any such Meeting, and from Time to Time, as often as that Case shall happen, the Directors present shall appoint a Chairman for the Purposes of such Meeting; and every Director who shall actually preside as Chairman for the Time being, in case of an Equality of Votes upon any Question to be discussed at any Meeting of the said Directors, shall have the Casting Vote, according to the true Intent and Meaning of the last-mentioned Act. Power for Directors to elect from among themselves a Chairman and Deputy Chairman.

XXVII. Provided always, and be it further enacted, That the said Grand Junction Waterworks Company shall be obliged, by means of any Leaden or other Pipe or Pipes, the Bore thereof to be of the Dimensions of Three Quarters of an Inch (or larger if the said Company shall require the same), to be provided and laid at the Costs of the Person or Persons requiring the same, to furnish a sufficient Supply of Water at a Height not exceeding Six Feet above the Flag Pavement to the House of every Inhabitant occupying a private Dwelling House in any Square, Place, Street, or Lane where the Pipes of the said Company shall be laid, for the Use of his or her own Family, at the following Rates *per Annum*; (that is to say,) where the Rent of such Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds and Ten Shillings; and where such Rent shall be above Twenty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds and Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate shall be payable according to the actual Amount of the Rent, where the same can be ascertained, and where the same cannot be ascertained, according to the actual Amount or annual Value upon which the Assessment to the Poor's Rate is computed in the Parish or District where the House Table of Rates according to which Water is to be supplied by the Company.

House is situated: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant as aforesaid more than the Sum of Twenty Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any such Inhabitant as aforesaid for less than Twelve Shillings in any One Year, unless they shall think fit so to do; provided also, that in case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or her own Family Consumption, or in case of Persons requiring a Supply of Water for Hotels, public Chambers, Clubs, or Subscription Houses, Baths, Fountains, Ponds, Pools, Closets, Waterclosets, (such Closets or Waterclosets being supplied from any other Cistern than a Cistern for domestic Purposes, situated within Six Feet of the Flag Pavement,) or Stables, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the same Company in such Cases at such Rate as shall be settled by and between the Directors and such Persons respectively.

Company to supply the Lessees of the Bishop of London with Water at a reduced Rate.

XXVIII. Provided also, and be it further enacted, That the said Grand Junction Waterworks Company shall and they are hereby required, from Time to Time and at all Times hereafter, to supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* aforesaid with Water at the Rate of Ten Pounds *per Centum* at the least below the average Rate which shall be demanded and taken by the said Company, or by any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of Houses of the like Magnitude and Description of any other of the Districts or Streets within the Cities of *London* and *Westminster*.

Penalty for not supplying Water to Inhabitants.

XXIX. And be it further enacted, That in case the said Company shall wilfully neglect or refuse to supply, as before directed, any of the said Inhabitants occupying any private Dwelling House in any Square, Street, or Lane where the Pipes of the said Company are or shall be laid, with Water for the Use of his or her own Family, at the Rate aforesaid, for the Space of Five Days after Demand in Writing shall have been made by such Inhabitant to the said Company for such Supply of Water, and Tender made of the Amount of the Rate for One Year for such Supply, and of all Arrears of Rates that may be due for the Supply of such Premises, the said Company shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, (unless the said Company, at the Time of such Demand and Tender being made, shall be prevented by Frost, or the Repairs of their Works, from granting such Supply of Water, or in case such Supply cannot be granted without lessening the Supply to the other Tenants of the said Company, but not otherwise,) to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said County of *Middlesex*, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of One Pound for every Day the

the said Grand Junction Waterworks Company shall continue to refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Repealing Provision in Agreement of 26th May 1819, as to Levels of Grand Junction Canal and Regent's Canal.

XXX. And whereas it was by the said herein-recited Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, amongst other things, agreed that proper Marks should be fixed and permanently continued by the said Grand Junction Canal Company on or near the *Norwood* Upper Lock on the Grand Junction Canal, and also on or near the Summit or *Hampstead Road* Lock to be made on the Regent's Canal, as therein-after mentioned and agreed upon, and also on or near the Stop Lock on the Regent's Canal in the Parish of *Paddington*, to show the Level or Height of Four Feet Six Inches above the Top Surface of the Mitre or Upper Gate Sill of the said *Norwood* Upper Lock, and to correspond therewith, and that the said Marks should be ascertained and fixed by *Thomas Telford* the Engineer, or in case of his Death or other Disability before he should have ascertained or fixed the same, such Marks should be ascertained and fixed by such competent and indifferent Engineer as should be appointed for that Purpose by the said Grand Junction Canal Company; and further, that in order to enable the said Company of Proprietors of the Grand Junction Canal to regulate the Delivery of Water from their said *Paddington* Long Level to the said Regent's Canal, the said Summit or *Hampstead Road* Lock on the Regent's Canal in the Parish of *Saint Pancras*, and also the said Stop Lock on the Regent's Canal, should, within Six Calendar Months from the Date thereof, be properly constructed under the Direction of the said *Thomas Telford*, or such other Engineer as aforesaid, and should at all Times be maintained by and at the Expense of the Grand Junction Canal Company, so that the said Marks at the Upper Gate Sills of the said *Hampstead Road* Lock and Stop Lock should at all Times correspond or be on the same Level with the Mark at the Upper Gate Sill of the said *Norwood* Upper Lock; and further, that at all Times when the Water in the said Summit Level of the Regent's Canal should be above the said Mark, denoting the Height of Four Feet Six Inches above the Top Surface of the Upper Gate Sill, so be made and maintained at the said Summit or *Hampstead Road* Lock, the said Grand Junction Canal Company should permit the Trade to pass through the said Stop Lock, and also allow and permit the Water to be drawn down through the said Stop Lock, and the said *Hampstead Road* Lock, for the Use of the Trade below, and further down the said Regent's Canal, freely and uninterruptedly, under the Direction of the Regent's Canal Company; but whenever the Water in the Summit Level of the Regent's Canal should be lower than Four Feet Six Inches on the before-mentioned Lock Gate Upper Sill of the said *Hampstead Road* Lock, to be ascertained by the said Mark there, then, subject to the Regulations therein-after mentioned, that no Water should be drawn or taken from the said *Paddington* Long Level, for the Use of the said Regent's Canal, except by working the said Stop Lock and Summit or *Hampstead Road* Lock, for passing the Trade to and from the Summit Level of the said Regent's Canal, and at which Time

the said Regent's Canal Company should work Side Ponds at their said Summit or *Hampstead Road* Lock of at least equal Capacity to the Side Ponds at the said *Norwood* Upper Lock; and further, in order more effectually to prevent any Loss of Water to the said *Paddington* Long Level, that the said Stop Lock on the said Regent's Canal should be placed and continued under the Direction and Management of the said Grand Junction Canal Company, by the said Regent's Canal Company, and should be at all Times under the Control of the Grand Junction Canal Company, subject to the Terms of the now-reciting Agreement; and whenever the Water should be lower than Four Feet Six Inches on the before-mentioned *Hampstead Road* Lock Gate Upper Sill, to be ascertained by the Mark to be fixed on or near the Summit or *Hampstead Road* Lock as aforesaid, and after the Expiration of Twenty-four Hours Notice, to be given by some Clerk or Agent of the said Grand Junction Canal Company to some Clerk or Agent of the said Regent's Canal Company at their Office, or in case the said Regent's Canal Company should not work Side Ponds at the said Summit or *Hampstead Road* Lock as aforesaid, then after the Expiration of Six Hours Notice, to be given as aforesaid, or in case the Water should be at any Time Four Inches below the said Mark at the said Summit or *Hampstead Road* Lock, or in case the said Mark at the said Summit or *Hampstead Road* Lock should be defaced or altered, when the Water should be Four Inches below the said Mark at the said Stop Lock, then and in any or either of such Cases, without any Notice previously given, that the said Grand Junction Canal Company should in every such Case be empowered to lock up the Gates and Paddles of the said Stop Lock, and prevent any Boats, Barges, Trade, or Water from passing the same, until the Water in the said *Paddington* Long Level and Summit Level of the said Regent's Canal should be again raised to the Height of Four Feet Six Inches on the before-mentioned Lock Gate Upper Sill, to be ascertained by the said Marks at the said Stop Lock and the said Summit or *Hampstead Road* Lock (except at such Time or Times as the said Grand Junction Canal Company should think fit to pass the Trade or any Part thereof to or from the said Regent's Canal during the Continuance of such Stoppage so authorized to be made); and also that the said Grand Junction Canal Company might erect any Stop Gate, Stank, or Work whatsoever near to the said Stop Lock so as to prevent any Boats, Barges, Trade, or Water from passing out of or into the said *Paddington* Long Level into or out of the said Regent's Canal, during the Time whilst the Water in the said *Paddington* Long Level and Summit Level of the Regent's Canal was below Four Feet Six Inches on the before-mentioned *Hampstead Road* Lock Gate Upper Sill, to be ascertained as aforesaid: And whereas it was by the said recited Act of the Fifty-ninth Year of His late Majesty's Reign, amongst other things, further enacted, that for the Purpose of ascertaining the Depth of Water in the *Paddington* Long Level and in the said Summit Level of the Regent's Canal, proper and sufficient Marks or Water Gauges should, under the Direction of the Engineer for the Time being of the said Grand Junction Canal, be affixed and at all Times kept distinct and visible in proper Situations on or near the said Stop Lock, and on or

near

near the Summit Lock of the Regent's Canal in the Parish of *Saint Pancras*, near the *Hampstead Road;* which said Marks or Gauges should plainly and distinctly point out and show a Height or Depth of Four Feet Six Inches, measured from the Top Surface of the Mitre or Upper Gate Sills, to be fixed in the said Locks respectively by the said Engineer; and it was further enacted, that if at any Time during the Continuance of the Agreement thereby intended to be established between the said Grand Junction Canal Company and the Regent's Canal Company the Depth of Water in the said *Paddington* Long Level and the said Summit Level, as ascertained by the said Mark or Water Gauge at the said Summit Lock near the *Hampstead Road*, should be less than Four Feet Six Inches, the said Company of Proprietors of the Grand Junction Canal should, by some Clerk or Agent in their Employ, give or cause to be given Notice thereof to some Agent or Clerk of the said Regent's Canal Company at their Office; and after the Expiration of Twenty-four Hours from the Delivery of such Notice, or in case the said Regent's Canal Company should not work Side Ponds at the said Summit Lock of at least equal Capacity to the Side Ponds of the *Norwood* Upper Lock of the said Grand Junction Canal, at the Expiration of Six Hours from the Delivery of such Notice, or in case the Height or Depth of Water should be Four Inches below the said Mark or Height of Four Feet Six Inches at the *Hampstead Road* Summit Lock, or in case the said Mark or Water Gauge at such Summit Lock should be defaced or altered, and the Water should be Four Inches below the Mark or Height of Four Feet Six Inches at the said Stop Lock, then and in either of the said last-mentioned Cases, immediately after the Delivery of such Notice as aforesaid, it should and might be lawful to and for the said Company of Proprietors of the Grand Junction Canal, and they were thereby empowered, by shutting the Gates of the said Stop Lock, and by all other lawful Ways and Means, to prevent any Boats, Barges, Trade, or Water from passing from the Grand Junction Canal into the Regent's Canal, or from the Regent's Canal into the Grand Junction Canal, until the Water in the said *Paddington* Long Level and Summit Level should again be raised to the Height of Four Feet Six Inches, to be ascertained by the said Marks at the said Stop Lock and Summit Lock; and also that the said Grand Junction Canal Company might erect any Stop Gate, Stank, or Work whatsoever near the said Stop Lock, so as to prevent the Water from passing out of the said *Paddington* Long Level into the said Regent's Canal whilst the Water in the said *Paddington* Long Level and Summit Level of the said Regent's Canal was below Four Feet Six Inches, to be ascertained by the said Mark at the said Summit Lock, subject nevertheless to the Provisions aforesaid; provided that when the Water should be lower than Four Feet Six Inches, to be ascertained as aforesaid, it should be lawful for the said Company of Proprietors of the Grand Junction Canal, at their Discretion, from Time to Time, as they should think fit, to permit the Trade or any Part thereof to pass to and from the said Regent's Canal through the said Stop Lock during the Time the said Stoppage was authorized to be made as aforesaid at the said Stop Lock; and it was further enacted, that at all Times from and after the giving of the aforesaid Notice by the said Grand Junction Waterworks Company and the said

Company

Company of Proprietors of the Regent's Canal to the said Company of Proprietors of the Grand Junction Canal, and when and so long as the Water in the said Summit Level of the said Regent's Canal should be above the said Mark to be fixed on or near the said Summit Lock, denoting the said Height of Four Feet Six Inches above the Top Surface of the Upper Gate Sill, to be made at the said Summit Lock, the said Company of Proprietors of the Grand Junction Canal should permit the Trade to pass through the said Stop Lock, and also allow and permit the Water to be drawn down through the said Stop Lock and the said Summit Lock, for the Use of the Trade below and further down the said Regent's Canal, freely and uninterruptedly, under the Direction of the said Company of Proprietors of the Regent's Canal; and it was further enacted, that in case the said Company of Proprietors of the Regent's Canal, or their Assigns, or any Person or Persons acting by or under their Authority, or under the Direction of any Agent or Agents of the said Company, or their Assigns, should at any Time, contrary to the Provisions in the now-reciting Act contained, wilfully let off any Water from the said navigable Cut to *Paddington*, whenever the Water in the said Summit Level should be lower than Four Feet Six Inches, to be ascertained by the said regulating Mark or Water Gauge denoting the said Level at the said *Hampstead Road* Lock, or should remove, alter, or deface the regulating Marks or Water Gauges thereby directed to be fixed, or any or either of them, or should alter or otherwise injure the said Summit or *Hampstead Road* Lock, or the said Stop Lock, or the Weirs or other Works thereof or connected therewith, or the Stop Gates or Stanks thereby authorized to be made as aforesaid, or should wilfully do any other Act or Acts whereby or by means whereof the Supply of Water in the said navigable Cut should or might be diminished, diverted, or altered, contrary to the Intent and Meaning of the now-reciting Act, or should wilfully obstruct, hinder, or prevent any Person or Persons to be appointed by and on behalf of the said Company of Proprietors of the Grand Junction Canal, for the Management and Superintendence of the said Stop Lock, Stop Gates, Stanks, and other Works made or to be made as aforesaid, or for the making, maintaining, or repairing thereof, in the Execution of his or their respective Duties, then and in every such Case the said Company of Proprietors of the Regent's Canal should, for each and every such Offence, forfeit and pay to the said Company of Proprietors of the Grand Junction Canal the Sum of One hundred Pounds, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: And whereas at the Time of the Execution of the said recited Articles of Agreement it was the Understanding and Intention of the said several Parties thereto that the said Grand Junction Canal, on the Line or Level from which the Supply of Water then proposed to be given to the said Regent's Canal, in pursuance of the said Agreement and of the said Act of the Fifty-ninth Year of His late Majesty's Reign, was to be taken, should be considered as a Canal made to retain Five Feet Depth of Water at Top Water Level; and that the Sill of the said *Norwood* Upper Lock should be considered as marking the Line of the Bottom of the said Grand Junction Canal in conformity with that Depth of Water; and that the Mark or Gauge then to be fixed at the said

said *Norwood* Lock, to mark the Height of Four Feet Six Inches above the said Sill, should show a Depth of Water Six Inches below the said Top Water Level: And whereas since the Construction of the said Stop Lock the said Mark or Gauge hath been fixed on the said Stop Lock, to show the said Height of Four Feet Six Inches from the Sill of that Lock, and several Surveys and Levels have been taken by or under the Direction of the Engineers or other Officers of the said Grand Junction Canal Company and Regent's Canal Company, by which it has been found that the Sill of the said *Norwood* Upper Lock was originally, and still is, fixed Three Inches at least lower than is necessary for a Canal of Five Feet in Depth, and lower than the general Level of the Bottom of the said *Paddington* Cut or Canal: And whereas in consequence thereof the Provisions of the said Agreement and Act of Parliament, which are directed and agreed to depend on the Height of Water in the said Canals, as shown by the Gauge or Mark denoting the Depth of Four Feet Six Inches of Water on the Sill of the Upper Gate of the said *Norwood* Upper Lock, cannot strictly be adhered to, and therefore further Regulations and Provisions are necessary to be made in that Behalf: Be it further enacted, That so much of the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and Act of Parliament of the Fifty-ninth Year of His late Majesty's Reign, as is herein-before set forth and recited, and as relates to or concerns the Depth of Water in the said *Paddington* Long Level, and in the said Summit Level of the said Regent's Canal, and as regulates the Mode of navigating through the said Stop Lock, and as provides for the Cases in which the Water shall be taken and used by the said Company of Proprietors of the Regent's Canal, and as provides any Penalty relating thereto, shall be and the same are hereby annulled and repealed.

Regulating the Levels of Grand Junction Canal and Regent's Canal.

XXXI. And be it further enacted, That so often as the Mark or Gauge so as aforesaid fixed at or near to the said Stop Lock, or any Mark or Gauge which may from Time to Time be substituted in lieu thereof, may require to be removed, by reason of Decay, or from any other Cause, a similar Mark or Gauge shall be fixed there, in the like Manner and in precisely the same Position in every respect, by the Engineer for the Time being of the said Company of Proprietors of the Grand Junction Canal, their Successors or Assigns, to the Intent that the said Mark or Gauge so now fixed at or near the said Stop Lock as aforesaid, or a similar Mark or Gauge, may be permanently continued, to show the Depth of Water Six Inches below the Top Water Level of the said Grand Junction Canal, and that the Height of Water in the Summit Level of the said Regent's Canal, and in the said *Paddington* Long Level, shall, from and after the passing of this Act, be ascertained by the said Mark or Gauge fixed at or near to the said Stop Lock as aforesaid, or by the like Mark or Gauge to be substituted in lieu thereof as aforesaid.

Regulating the Depth of Water in Grand

XXXII. And be it further enacted, That if at any Time hereafter the Depth of Water in the said *Paddington* Long Level, and the said Summit Level, as ascertained by the said Mark or Water Gauge at the

Junction Canal and Regent's Canal.

the said Stop Lock, shall be below the said Mark or Gauge at the same Lock, the said Company of Proprietors of the Grand Junction Canal shall, by some Clerk or Agent in their Employ, give or cause to be given Notice thereof to some Agent or Clerk of the said Regent's Canal Company, at their Office, and after the Expiration of Twenty-four Hours from the Delivery of such Notice, or in case the said Regent's Canal Company shall not, if thereunto required by the said Grand Junction Canal Company, work Side Ponds at the said Summit Lock near the *Hampstead Road* of at least equal Capacity to the Side Ponds of the said *Norwood* Upper Lock on the said Grand Junction Canal, then at the Expiration of Six Hours from the Delivery of such Notice, or in case the Height or Depth of Water shall be Four Inches below the said Mark at the said Stop Lock, or in case the said Mark or Water Gauge at such Stop Lock shall be defaced or altered, then and in either of the said last-mentioned Cases immediately after the Delivery of such Notice as aforesaid, it shall and may be lawful to and for the said Company of Proprietors of the Grand Junction Canal, and they are hereby empowered, by shutting the Gates of the said Stop Lock, and by all other lawful Ways and Means, to prevent any Boats, Barges, Trade, or Water from passing from the Grand Junction Canal into the Regent's Canal, or from the Regent's Canal into the Grand Junction Canal, until the Water in the said *Paddington* Long Level and Summit Level shall again be raised to the said Mark at the said Stop Lock; and also that the said Grand Junction Canal Company may erect any Stop Gate, Stank, or Work whatever near the said Stop Lock, so as to prevent the Water from passing out of the said *Paddington* Long Level into the said Regent's Canal, whilst the Water in the said *Paddington* Long Level and Summit Level of the said Regent's Canal is below the said Mark at the said Stop Lock, subject nevertheless to the Provisions aforesaid: Provided that when the Water shall be lower than the said Mark as aforesaid it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, at their Discretion, from Time to Time, as they shall think fit, to permit the Trade, or any Part thereof, to pass to and from the said Regent's Canal through the said Stop Lock during the Time the said Stoppage is authorized to be made as aforesaid at the said Stop Lock.

When Trade to be permitted to pass into Regent's Canal.

XXXIII. Provided always, and be it further enacted, That at all Times hereafter, when and so long as the Water in the said Summit Level of the said Regent's Canal shall be above the said Mark at the Stop Lock, the said Company of Proprietors of the Grand Junction Canal shall and they are hereby required to permit the Trade to pass through the said Stop Lock, and also to allow and permit the Water to be drawn down through the said Stop Lock and the said Summit Lock, for the Use of the Trade below and further down the said Regent's Canal, freely and uninterruptedly, under the Direction of the said Company of Proprietors of the Regent's Canal.

Penalty for wilfully letting off the Water from

XXXIV. Provided always, and be it further enacted, That in case the said Company of Proprietors of the Regent's Canal, or their Assigns, or any Person or Persons acting by or under their Authority, or under the

the Direction of the Agent or Agents of the said Company, or their Assigns, shall at any Time, contrary to the Provisions in this Act contained, wilfully let off any Water from the said navigable Cut to *Paddington* whenever the Water in the said *Paddington* Long Level and Summit Level shall be lower than the said regulating Mark or Water Gauge at the said Stop Lock, or shall remove, alter, or deface the regulating Mark or Water Gauge at the said Stop Lock, or shall alter or otherwise injure the said Stop Lock or Works thereof or connected therewith, or the Stop Gates or Stanks hereby authorized to be made as aforesaid, or shall wilfully do any other Act or Acts whereby or by means whereof the Supply of Water in the said *Paddington* Long Level shall or may be diminished, diverted, or altered, contrary to the Intent and Meaning of this Act, or shall wilfully obstruct, hinder, or prevent any Person or Persons to be appointed by and on behalf of the said Company of Proprietors of the Grand Junction Canal, for the Management and Superintendence of the said Stop Lock, Stop Gates, Stanks, and other Works made or to be made as aforesaid, or for the making, maintaining, or repairing thereof, in the Execution of his or their respective Duties, then and in every such Case the said Company of Proprietors of the Regent's Canal shall, for each and every such Offence, forfeit and pay to the said Company of Proprietors of the Grand Junction Canal the Sum of One hundred Pounds, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Grand Junction Canal.

XXXV. And whereas the said Grand Junction Waterworks Company are desirous that they should be discharged from the said recited Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, so far as relates to the several Matters and Things exclusively agreed upon by and between the said Grand Junction Canal Company and Regent's Canal Company, and which exclusively affect the said last-mentioned Companies: Be it enacted, That the said Grand Junction Waterworks Company, their Successors and Assigns, shall be and they are hereby discharged from the same Agreement as effectually as if they had not been Parties thereto, so far as the Matters and Things therein contained relate exclusively to the Estates, Rights, Interests, Privileges, and Advantages of the said Grand Junction Canal Company and the Regent's Canal Company, or either of them, and are independent of any Estates, Rights, Interests, Privileges, and Advantages of the said Grand Junction Waterworks Company.

Grand Junction Waterworks Company discharged from certain Parts of Agreement of 26th May 1819.

XXXVI. And whereas by an Act of Parliament passed in the Fifty-ninth Year of His late Majesty's Reign, intituled *An Act for altering and amending the several Acts passed for making a Canal from the Grand Junction Canal in the Parish of* Paddington *to the River* Thames *in the Parish of* Limehouse *in the County of* Middlesex, it was amongst other things enacted, that it should be lawful for the Company of Proprietors of the Regent's Canal to make, complete, and maintain or cut a Canal from and out of that Part of the Regent's Canal which would run through the Lands of *Samuel Pullin* Esquire, in the Parish of *Islington*, otherwise *Saint Mary Islington*, in the County

Saving the Rights of Lord Grosvenor and the Chelsea Waterworks Company in the Road at Chelsea made by the Regent's Canal Company.

County of *Middlesex*, and also to erect, make, and maintain, at, into, or through certain Pieces or Parcels of Land belonging to the Right Honourable *Robert* Earl *Grosvenor* and to the Company of Proprietors of the *Chelsea* Waterworks, situate in the Parish of *Saint George Hanover Square* in the said County of *Middlesex*, and lying between the River *Thames* and the Turnpike Road leading from *Chelsea* to *Pimlico*, such and so many Channels and Feeders for supplying with Water from the said River *Thames* the said Canal and collateral Cuts as therein mentioned, and to make, complete, and maintain, in or upon the said Pieces or Parcels of Land, such and so many Roads, Ways, and Conveniences, for the Purposes of the said Canal and collateral Cuts, or for any of the Engine Houses or other Works attached thereto, as by the said Company of Proprietors of the Regent's Canal should be deemed necessary and proper, anything in the therein-recited Acts to the contrary notwithstanding; and it is by the last-mentioned Act provided and enacted, that there should be only One Road made by virtue of the said Act over or across the Land belonging to the said Earl *Grosvenor*, and which Road should not be at a less Distance than Eighty Feet from the Angle where the Sewer or Watercourse which then formed the Western Boundary of the said Earl *Grosvenor*'s Estate, in the Occupation of the *Chelsea* Water Company, in a due West Direction, and that the same Road should not be at a less Distance than Two hundred Feet from the said Sewer beyond the said Angle, running in a Line parallel to the said Sewer in a South-west Direction, to the Point marked upon a Plan or Map, mutually signed by *James Morgan*, Engineer to the said Regent's Canal Company, and by *William Porden*, the Surveyor of the said *Robert* Earl *Grosvenor*, and that the said Road should at all Times be open both as a Carriage Road and Footway for the free Use and Enjoyment of the said *Robert* Earl *Grosvenor*, his Heirs and Assigns, and his and their Tenants, and of the said Governor and Company of *Chelsea* Waterworks, their Successors and Assigns, and their Tenants and Servants, and other Persons having Occasion to resort to any of the Premises of the said Company of *Chelsea* Waterworks; and it is further enacted, that it should be lawful for the said Governor and Company of the *Chelsea* Waterworks, with the previous Consent in Writing of the said Earl *Grosvenor*, his Heirs or Assigns, but not otherwise, to lay Pipes into, along, and through the said Road, or any Part thereof, and to take up and repair the same; but in every such Case the said Governor and Company of the *Chelsea* Waterworks should fill and cause to be filled in the Ground, and the Roads in such Parts restored, immediately after such Pipes should be laid, taken up, or repaired, and any Rubbish occasioned by the opening of the same to be carried away as soon as conveniently might be: And whereas a Road hath been made and completed by the said Company of Proprietors of the Regent's Canal over Part of the said Parcels of Land belonging to the said Earl *Grosvenor*, and Parts of the Parcels of Land belonging to the said Governor and Company of the said *Chelsea* Waterworks, and the said Main Pipe herein-before mentioned to have been laid down by the said Regent's Canal Company from their said Engine House to the Main Pipe of the Grand Junction Waterworks Company in *Oxford Street* has been laid down in the Line of and under

under the said Road, and the Rights, Interests, and Authorities of the said Regent's Canal Company in respect of the said Road constitute Part of their Property agreed to be sold and conveyed to the Grand Junction Waterworks Company by the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen: Be it therefore further enacted, That nothing in this Act contained shall prejudice, affect, or alter the Estates, Rights, Interests, and Privileges of the said *Robert* Earl *Grosvenor*, and the said Governor and Company of the *Chelsea* Waterworks, or either of them, in the free Use and Enjoyment of the said Road, to the Extent to which the said Road has been made by the said Regent's Canal Company as aforesaid, by the said *Robert* Earl *Grosvenor*, his Heirs and Assigns, and his and their Tenants, and by the said Governor and Company of *Chelsea* Waterworks, their Successors and Assigns, and their Tenants and Servants, and other Persons having Occasion to resort to any of the Premises of the said Governor and Company; and that the said Grand Junction Waterworks Company, their Successors and Assigns, shall be subject and liable in such respect to the Maintenance of the said Road to the Extent aforesaid, according to the true Construction and Meaning of the said Act, as the said Regent's Canal Company would have been if this Act had not been made and passed: Provided always, that in the event of the said Grand Junction Waterworks Company being made subject and liable to the Repairs of the said Road, nothing in this Act contained shall prejudice any Question that may arise between the Regent's Canal Company and the Grand Junction Waterworks Company for and in respect of such Liability: Provided also, that nothing in this Act contained shall be construed to prevent the said Road from hereafter being made or becoming in course of Time a public Road, so as to be repaired at the public Expense.

Saving of Rights.

XXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to hinder or obstruct the Company called or to be called "The Governor and Company of the *New River*, brought from *Chadwell* and *Amwell* to *London*," or the Mayor and Commonalty and Citizens of the City of *London*, or their Lessees or Assignees, or the Governor and Company of Undertakers for raising *Thames* Water in *York Buildings*, or the Governor and Company of the *Chelsea* Waterworks, or the Company of Proprietors of the West *Middlesex* Waterworks, or any other Proprietors or Undertakers of any Waterworks whatsoever, or any or either of them, or the Imperial Gaslight and Coke Company, from holding, using, exercising, or enjoying, all such lawful Rights, Titles, Estates, Interests, Privileges, Powers, and Advantages whatsoever as they or any of them now have or at any Time hereafter shall or may have or be entitled to.

Saving the Powers of the Commissioners of Sewers for Westminster &c.

XXXVIII. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County

County of *Middlesex*, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been made.

Nothing to interfere with the Regulations contained in 5 G. 4. c. 126. regulating the Parish of Paddington.

XXXIX. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, or interfere with any of the Rules or Regulations relating to or concerning Water Companies mentioned in and declared by an Act of Parliament passed in the Fourth Year of the Reign of His present Majesty, intituled *An Act for the better governing and regulating the Parish of* Paddington *in the County of* Middlesex; *for paving, lighting, and watching such Parts of the said Parish as may be necessary; and for other Purposes relating to those Objects; and for altering and amending the several Acts passed in the Twenty-eighth, Thirty-third, and Fiftieth Years of the Reign of His late Majesty King* George *the Third, for rebuilding the Church and enlarging the Churchyard of the said Parish;* but all such Rules or Regulations shall be as good, valid, and effectual as if this Act had not been made.

Saving Rights of the Lord Bishop of London and his Lessees.

XL. Provided also, and be it further enacted, That nothing herein contained shall prejudice the Estate belonging to the See of the Lord Bishop of *London*, in the Parish of *Paddington* aforesaid, or alter, lessen, or abridge any of the Rights, Liberties, or Privileges of the said Lord Bishop or his Lessees, in, over, or upon the same or any Part thereof.

Public Act.

XLI. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.

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