



ANNO DECIMO

# GEORGII IV. REGIS.

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## *Cap. cxvii.*

An Act for better supplying the *East London Waterworks* with Water, and amending the several Acts relating to the said Waterworks.  
[4th June 1829.]

**W**HEREAS an Act was passed in the Forty-seventh Year of the Reign of His late Majesty King George the Third, intituled *An Act for the better supplying with Water the Inhabitants of the Parishes of Stratford Bow otherwise Stratford-le-Bow, Saint John Hackney, Saint Mary Islington, Saint Matthew Bethnal Green, and several other Parishes, Hamlets, Townships, and Places adjacent or near thereunto, in the Counties of Middlesex and Essex*: And whereas an Act was passed in the Forty-eighth Year of the Reign of His said late Majesty King George the Third, intituled *An Act to enable the Company of Proprietors of the East London Waterworks to purchase certain other Waterworks, and to amend an Act of the Forty-seventh Year of His present Majesty relating to the said East London Waterworks*; by which last-mentioned Act the said Company of Proprietors of the *East London Waterworks* were authorized and empowered to purchase the Waterworks established under and by virtue of an Act passed in the Third and Fourth Years of the Reign of Their late Majesties King William and Queen Mary, intituled *An Act for incorporating the Proprietors of the Water-*  
[Local.] 31 L works c. 37. 47 G. 3. c. 72. 48 G. 3. c. 8. 3 & 4 W. & M. c. 37.

works in the Parish of Saint Paul Shadwell in the County of Middlesex, and for the encouraging, carrying on, and settling the said Waterworks, and the Waterworks established under and by virtue of an Act passed in the Twenty-first Year of the Reign of His late Majesty King George the Second, intituled *An Act for empowering George Montgomerie and Thomas Byrd Esquires, and Ezra Patching, to complete an Undertaking for furnishing the Inhabitants of the several Parishes of Stratford, West Ham, Bow, Bromley, Mile End, Stepney, and other Parishes and Places adjacent, with Water, and for better securing their Property in such Undertaking*, and all the Freehold, Copyhold, and Leasehold Messuages, Buildings, Lands, Tenements, and Hereditaments, and other the Goods, Chattels, and Property of every Description, appertaining to the said Waterworks respectively, with their and every of their Appurtenances: And whereas the said Company of Proprietors made such Purchase in the Manner and upon the Terms prescribed by the said last-mentioned Act, and the said Waterworks respectively have ever since been vested in the said Company of Proprietors, and carried on by them by and under the Directions and Provisions of the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King George the Third respectively, relating to the said *East London Waterworks*: And whereas the said Company of Proprietors have raised amongst themselves the several Sums of Money which by the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King George the Third they were authorized to do, the whole of which have been laid out and expended by them in the making and maintaining of the said *East London Waterworks*, in the Purchase of the *Shadwell* and *West Ham Waterworks*, and in the Extension and Improvement thereof respectively: And whereas many Parts of the several Parishes, Hamlets, Townships, and Places mentioned in the said Act of the Forty-seventh Year of His said late Majesty King George the Third having become very populous, and having greatly increased, and being still increasing, in Houses, Manufactories, and other Buildings, the said Company of Proprietors of the *East London Waterworks* have, instead of dividing the whole of the Profits arising from their said Undertaking amongst themselves, laid out and expended a considerable Part thereof in extending their Works to meet the increased Demands thereby occasioned, over and above the Capital they were so authorized and empowered to raise; and the said Company of Proprietors have become indebted to divers Persons in considerable Sums of Money for Money lent and advanced by them to and for the Use of the said Company of Proprietors, for and towards such Extensions and Improvements, which they are desirous to pay off and satisfy: And whereas, under and by virtue of a Commission appointed by His present Majesty and the Authority of Parliament, Inquiries have been instituted into the State of the Supply of Water in the Metropolis, and from the Report of the Commissioners Doubts have arisen as to the Quality of the Water supplied from the River *Thames* by the several Water Companies, and it having been alleged in the Report of the Commissioners, that, although the *East London Waterworks* are situate at *Old Ford* on the River *Lea*, yet as the Tide of the River *Thames* flows up that River to the Extent of a Mile beyond the Works, the Description of  
Water

Water thus furnished closely approximates to that of the *Thames*, the said Company of Proprietors, for the Purpose of removing such Doubts, are willing and desirous, at their own Expense, to make and construct Aqueducts, Canals, Reservoirs, and other Works, to enable them to take Water for the Purposes aforesaid from the River *Lea* above the Tide-water of the River *Thames*, between the *Lea Bridge Mills* in the Parish of *Saint John at Hackney* and *Old Ford Lock* in the Parish of *Saint Mary Stratford Bow* in the said County of *Middlesex*: And whereas the said Company of Proprietors are desirous that they should be empowered to raise a sufficient Sum of Money for the Purposes aforesaid, and for the further Improvement of the said *East London Waterworks*: And whereas the Powers and Provisions of the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King *George* the Third will in such Cases be defective and insufficient; and it is therefore expedient that such several Acts should be amended, and further and other Powers and Authorities given to the said Company of Proprietors in respect thereof, and that certain Clauses in the said Act should be repealed, explained, or otherwise altered: 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, That all and every the Powers, Authorities, Provisions, Regulations, Directions, Privileges, Penalties, Forfeitures, Clauses, Restrictions, Matters, and Things whatsoever in the said recited Acts contained, so far as the same are not altered, varied, or repealed, shall and may be put in execution for the Purposes of this Act, as fully and effectually, to all Intents and Purposes, as if the same and every Part thereof were repeated and re-enacted in and by this Act, and were made Part thereof; and the said recited Acts and this Act shall, as to all Matters and Things whatsoever, except as aforesaid, be construed as One Act.

Power of former Acts, so far as they are not altered, to extend to this.

II. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the *East London Waterworks* to raise and contribute amongst themselves, for the Purposes of this Act, in addition to the Money subscribed by them for the Purposes of the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King *George* the Third respectively, and in such Proportions as they shall think proper, such Sum or Sums of Money, not exceeding in the whole the Sum of One hundred and twenty thousand Pounds, which said Sum of Money shall be laid out and applied, in the first place, in discharging the Expenses of obtaining and passing this Act, and then in carrying the Purposes of this Act into execution, and in paying off, satisfying, and discharging the several Loan Creditors of the said Company of Proprietors the Principal Monies and Interest so due and owing to them respectively; which said Sum of One hundred and twenty thousand Pounds shall be divided into Shares of One hundred Pounds each; and such new or additional Shares so to be created by virtue of this Act, and the several Shares made or created by virtue of the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King *George* the Third respectively, shall, to all Intents and Purposes, be and

Company to have Power to raise a Sum of 120,000*l.* beyond what has been already raised.

Shares to be consolidated.

and they are hereby declared to be consolidated and to be One and the same Joint Stock and Property; and all Persons, Bodies Politic and Collegiate, and Parties whomsoever, and their several and respective Successors, Executors, Administrators, and Assigns, who have severally subscribed for One or more Share or Shares, and have paid such Sum or Sums of Money as have been called for or demanded under or by virtue of the said recited Acts, or who shall severally subscribe for One or more additional Share or Shares, and shall pay such Sum or Sums of Money as shall be called for or demanded under and by virtue of this Act, shall respectively be entitled to receive the entire and net Distribution of a proportionate Part of the Profits or Advantages that shall or may arise or accrue by virtue of the said recited Acts and this Act, or any or either of them, from the said Undertaking, corresponding with the respective Sum or Sums of Money which they shall have so respectively paid; and all Persons, and Bodies Corporate or Collegiate, and Parties whomsoever, who shall subscribe for, hold, or be entitled to any such new or additional Share or Shares, shall be subject to the Provisions and Regulations of the said recited Acts respecting the Payment of Subscriptions, in such and the same Manner in all respects as if they were or had been respectively Subscribers or Holders of original Shares under the said recited Acts, and shall bear and pay a proportionate Sum towards paying off, satisfying, and discharging the several Loan Creditors of the said Company of Proprietors the Principal Monies and Interest so due and owing to them respectively, and carrying on the said Works respectively, in manner directed by the said recited Acts and this Act.

Proprietors of Shares under this Act to be under the same Rules, &c. as those created under Acts of 47 & 48 G. 3.

III. And be it further enacted, That all and every Person and Persons, and Bodies Politic, Corporate, or Collegiate, and Parties whomsoever, who shall be Proprietor or Proprietors of any Share or Shares which shall or may be created by virtue of this Act, shall be Members of the said Company, and shall have and be entitled to such and the same Privileges, Powers, and Advantages, and shall be subject to such and the same Rules, Regulations, Restrictions, Qualifications, Payments, Penalties, and Forfeitures, as if the Share or Shares so holden by him, her, or them respectively were Part of the Shares already created by virtue of the said Acts of the Forty-seventh and Forty-eighth Years of the Reign of His late Majesty King *George* the Third respectively, and now vested in the several and respective Proprietors of the said Undertaking; and the Admission of all and every Person and Persons to any such new Share or Shares by any Order or Resolution of the said Company of Proprietors of the said *East London* Waterworks, or their Directors for the Time being, shall be and be deemed to be a good and effectual Title to such Person or Persons, Bodies and Body Politic, Corporate, or Collegiate, and Parties and Party, whomsoever, and her or their respective Successors, Executors, Administrators, or Assigns, on his or their paying to the said Company of Proprietors of the *East London* Waterworks, or their Treasurer, the Sum or Sums of Money required to be paid for such Shares respectively, within the Time limited in such Order or Resolution for that Purpose, save and except as hereinafter mentioned.

IV. And

IV. And be it further enacted, That so much of the said Act of the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third, relating to the said *East London* Waterworks, as declares that no Person shall be possessed of or interested in more than Fifty Shares in the whole therein, shall be and the same is hereby repealed, and shall be null and void to all Intents and Purposes whatsoever.

So much of 48 G. 3. as relates to the Number of Shares to be held, repealed.

V. And be it further enacted, That from and after the passing of this Act it shall and may be lawful to and for any Body Politic, Corporate, or Collegiate, or any Person or Persons, to be possessed of or interested in any Number of Shares in the said Waterworks not exceeding One hundred and fifty Shares in the whole.

Any Proprietor may hold not exceeding 150 Shares.

VI. And be it further enacted, That all and every such new or additional Shares and Share of and in the said Undertaking, or the Joint Stock or Funds of the said Company, so to be created by this Act, shall be and be deemed and taken to be Personal Estate, and transmissible as such, and not in the Nature of Real Property.

Shares to be Personal Estate.

VII. And be it further enacted, That so much of the said Act of the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third as relates to the Votes of each Proprietor, and directing how Proprietors of Shares shall vote, shall be and the same is hereby repealed.

So much of 48 G. 3. as relates to voting repealed.

VIII. And be it further enacted, That from and after the passing of this Act every Body Politic, Corporate, or Collegiate, and every Person or Persons, being a Proprietor or Proprietors of any Share or Shares in the said Joint or Capital Stock, shall be entitled to vote at the several General or Special General Assemblies of the said Company of Proprietors, in respect of such Share or Shares, in the Proportions following; that is to say, if a Proprietor of less than Three Shares to One Vote, if a Proprietor of Three and less than Six Shares to Two Votes, if a Proprietor of Six and less than Ten Shares to Three Votes, if a Proprietor of Ten and less than Fifteen Shares to Four Votes, if a Proprietor of Fifteen and less than Twenty Shares to Five Votes, if a Proprietor of Twenty and less than Twenty-six Shares to Six Votes, if a Proprietor of Twenty-six and less than Thirty-six Shares to Nine Votes, if a Proprietor of Thirty-six and less than Forty-six Shares to Twelve Votes, if a Proprietor of Forty-six and not exceeding Fifty Shares to Fifteen Votes, if a Proprietor of Sixty Shares to Sixteen Votes, if a Proprietor of Seventy Shares to Seventeen Votes, if a Proprietor of Eighty Shares to Eighteen Votes, if a Proprietor of Ninety Shares to Nineteen Votes, and if a Proprietor of One hundred Shares and upwards to Twenty Votes.

Directing how Proprietors of Shares shall vote.

IX. And be it further enacted, That from and after the passing of this Act every Body Politic, Corporate, or Collegiate, and every Person or Persons, being a Proprietor or Proprietors of any Share or Shares in the said Joint or Capital Stock, shall and may, and they, he or she are and is hereby authorized and empowered to vote, in respect

Votes may be given by Proxy.

of their, his, or her Shares, by their, his, or her Proxy or Proxies constituted under the Seal of such Body Politic, Corporate, or Collegiate, or under the Hand of such Proprietor constituting the said Proxy, every such Proxy being a Proprietor in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient for the particular Purpose therein specified as if such Principal had voted in Person; and every Question, Matter, and Thing which shall be proposed, discussed, or considered at any General or Special General Assembly of the said Company of Proprietors, or any Adjournment thereof, shall be determined by the Majority of Votes and Proxies then present, in the Proportion before mentioned, provided that the Members present be possessed of not less than Four hundred and fifty Shares, and that no Person shall give or deliver in a Proxy or Proxies for more than Two such Proprietors, and not for more than Twenty Votes in the whole; and the Appointment of such Proxy shall be made according to the Form following; that is to say,

Form of Appointment  
of Proxy.

‘ I *A. B* of One of the Company of Proprietors of the  
 ‘ East London Waterworks, do hereby nominate, constitute, and  
 ‘ appoint *C. D.* of to be my Proxy, in my Name and in  
 ‘ my Absence to Vote or give my Assent or Dissent to [*here mention*  
 ‘ *the Time when and the Subject or particular Purpose or Occasion for*  
 ‘ *or upon which the Vote or Votes is and are required to be given*], in  
 ‘ such Manner as he the said *C. D.* shall think proper, according to  
 ‘ his Opinion and Judgment, for the Benefit of the said Undertaking.  
 ‘ In witness whereof I have hereunto set my Hand [*or Seal*], the  
 ‘ Day of

Calls.

X. And be it further enacted, That from and after the passing of this Act the Directors for conducting the Business of this Undertaking shall have Power from Time to Time to make such Call or Calls for Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expenses of or to carry on the same, as they the said Directors from Time to Time shall find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Fifteen Pounds upon each Share; and such Calls shall not be made but at the Distance of Thirty Days at least from each other; and Twenty-one Days Notice at least shall be given of all such Calls as aforesaid by Advertisement in some Newspaper or Newspapers usually circulated in the City of *London* and County of *Middlesex*, or in such other Manner as the said Company of Proprietors shall at any General or Special General Assembly direct or appoint; provided that it shall not be lawful to make any further Call upon any Proprietor who shall have paid to the said Company of Proprietors, in obedience to the said Calls or otherwise, the full Amount of the Sum or Sums which by his, her, or their Subscription he, she, or they had undertaken to pay for his, her, or their said Share or Shares; and every Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall pay his, her, or their rateable Proportions of the Monies to be called for as aforesaid to such Person or Persons and at such Time and Place as the said Directors shall from Time to Time order and direct; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part of the Money so called for as aforesaid at the  
 Time

Time and Place appointed by the said Directors, or within Thirty Days next ensuing, he, she, or they so neglecting or refusing shall forfeit and pay the Sum of Twenty Shillings for every Share he, she, or they shall have in the said Undertaking; and if such Person or Persons shall continue to neglect or refuse to pay his, her, or their rateable Call or Calls as aforesaid, for the Space of Two Calendar Months next after the Time so appointed for Payment thereof, then he, she, or they so neglecting or refusing shall forfeit his, her, or their respective Share and Shares in the said Undertaking, and all the Profits and Benefits thereof; all which Shares so forfeited shall be vested in the said Company of Proprietors in manner and subject to such Restrictions as are mentioned, expressed, and declared respecting the Call or Calls authorized to be made under and by virtue of the said Act of the Forty-seventh Year of His said late Majesty King *George* the Third, for making and maintaining the said *East London* Waterworks; and every such Call shall and may be recovered by the said Company of Proprietors by and under the Powers of the said last-mentioned Act, in such and the like Manner as is directed in and by such Act with respect to any Call or Calls made for the Sum of Ten Pounds for every one hundred Pounds.

XI. Provided always, and be it enacted, That if any Proprietor or Subscriber to the said Undertaking shall be minded and desirous to pay or advance immediately into the Hands of the said Directors, or of the Person whom they shall appoint to receive the same, the full Amount of his, her, or their Subscription for such Share or Shares for which he, she, or they shall or may have subscribed, or any Part thereof not being less than the Sum of Fifty, Pounds, without waiting for the said Call or Calls, then and in such Case it shall be lawful for the said Directors to pay to such Proprietor or Subscriber, out of the Funds of the said Company, Interest upon the same at the Rate of Five Pounds *per Centum per Annum* upon the Amount which such Payment or Advance may amount to over and above the said Calls, and from the Period of the Call immediately preceding such Payment or Advance up to the Period of such subsequent Call respectively, according to the Sum then in advance and above the Amount of the said Call.

Directors may allow Interest to Proprietors for Payments in advance.

XII. Provided always, and be it enacted, That in case the said Company of Proprietors shall be desirous of raising the said Sum of One hundred and twenty thousand Pounds, or any Part thereof, by Mortgage of the said Waterworks, it shall and may be lawful to and for the said Company of Proprietors or their Directors to borrow and take up at Interest all or any Part of the said Sum of One hundred and twenty thousand Pounds on the Credit of the said Waterworks, and to assign the Property of the said Waterworks, and the Sums of Money arising or to arise to the said Company of Proprietors, or any Part thereof, in manner and form in the said Act of the Forty-seventh Year of His said late Majesty King *George* the Third particularly mentioned; and that all and every the Directions and Provisions in the said last-mentioned Act contained, touching the Money thereby authorized to be raised by Mortgage, and the assigning or transferring the same, and the Interest thereof, and all other the Matters and Things thereby provided in relation thereto, shall

Company may raise Money by Mortgage.

shall be equally in force and applicable in respect to all Monies that may be raised by Mortgage under and by virtue of this Act.

Candidates for the Direction to give Ten Days Notice of their Intention.

XIII. Provided always, and be it further enacted, That in case any Director or Directors of the said Company shall go out by Rotation, in manner directed by the said Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, or shall die, or refuse to act in the Execution of the said recited Acts or of this Act, or shall not be or shall cease to be entitled to Ten Shares at the least in the said Undertaking, or shall hold any Place, Office, Employment, or Contract under the said Company, all and every Persons and Person intending to offer themselves or himself as Candidates or a Candidate to be Directors or a Director in the Room or Stead of the Directors or Director so going out, they and he are hereby required to give Notice in Writing of such their or his Intention to the Chief Clerk for the Time being of the said Company, or leave the same at the Office of the said Company, Ten Days at least before the Day or Time appointed for the Nomination and Appointment of Directors or a Director in the Room and Stead of the Directors or Director so going out by Rotation, dying, refusing to act, or ceasing to be qualified, or holding any Place, Office, Employment, or Contract under the said Company; and upon Receipt of the said Notice the said Clerk is hereby required to fix a Copy thereof in some conspicuous Place in the Office of the said Company; and no Persons or Person shall be capable of being chosen or acting as such Directors or Director unless they or he shall have caused such previous Notice to have been given or left in manner aforesaid, nor unless they or he shall have possessed a sufficient Number of Shares to qualify them or him to be such Directors or Director, and been entered in the Books of the said Company as the Possessors and Possessor, Proprietors and Proprietor of such Shares for the Space of Two Calendar Months.

Office of Clerk and Treasurer not to be held by the same Person.

XIV. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk or of the Partner of any such Clerk, to be the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of the Partner of such Treasurer, to be the Clerk to the said Company of Proprietors; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of the Partner of such Clerk, shall act as Treasurer, or as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place or

Office



Office of Profit or Trust under the said Company of Proprietors other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparance, shall be allowed.

XV. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the *East London Waterworks*, or their Successors, and they are hereby authorized and empowered, subject to the Conditions and Restrictions herein-after contained, and during such Time or Times only as they shall receive and return an equal Quantity of Water into or for the Benefit of the *River Lea* Navigation, out of the Reservoir or Reservoirs to be constructed for the Purpose by virtue and in pursuance of the Enactment in that Behalf herein-after contained, by themselves, their Agents, Officers, Workmen, and Servants, to take Water from the *River Lea* at or near to the *Lea Bridge Mills* in the Parish of *Saint John Hackney*, between *Lea Bridge Mills* in the Parish of *Saint John Hackney* and *Old Ford Lock* in the Parish of *Saint Mary Stratford Bow* in the County of *Middlesex*, and also to make, complete, and maintain One or more Reservoir or Reservoirs, Cuts, Canals, Aqueducts, Feeders, Tunnels, Steam Engines, and other Engines, Pipes, and other Works and Conveniences, in the said Parishes or either of them, as they the said Company of Proprietors or their Successors shall deem necessary and expedient, for the Purpose of taking and receiving Water from the *River Lea*, and conveying the same to the Reservoirs and other Works belonging to the said Company of Proprietors called the *East London Waterworks*, situate in the Parish of *Westham* in the County of *Essex*, and in the Parish of *Saint Mary Stratford Bow* aforesaid, and connecting the said Reservoirs and other Works hereby authorized to be made with the said *East London Waterworks*; and for the Purpose of supplying the several Parishes, Hamlets, Townships, or Places mentioned in the said Act of the Forty-seventh Year of His said late Majesty King *George* the Third with Water from the *River Lea* by means of the Reservoirs and other Works hereby authorized to be made, or from the said *East London Waterworks*, and of distributing the same to the Inhabitants of the said several Parishes, Hamlets, Townships, or Places respectively, in manner authorized by the said recited Acts or any or either of them, and for the Purpose of carrying into execution the Powers of the said recited Acts and of this Act, the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, are hereby authorized and empowered to enter into and upon the Lands and Grounds of any Bodies Politic, Corporate, or Collegiate, Person and Persons whatsoever and whomsoever, except as herein-after mentioned, and to survey and take Levels of the same or any Part thereof, and to set out such Parts thereof as they shall think necessary and proper for the making the said intended Reservoir or Reservoirs, Watercourses, Canals, Tunnels, Aqueducts, and Feeders, and all such other Works, Matters, and Conveniences

Power to  
take Water  
from the  
*River Lea*.

as they shall think proper and necessary for making and supplying with Water, improving, completing, maintaining, and using the said Reservoirs and other Works; and also to bore, dig, cut, trench, sough, get, remove, take, and carry away any Earth, Clay, Stone, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel and Sand, and any other Matters or Things which may be dug or got in making the said intended Reservoir or Reservoirs, Feeders, Watercourses, Canals, or Aqueducts, or out of the Lands or Grounds of any Person or Persons adjoining or being convenient or contiguous thereto, and which may be proper, requisite, or necessary for making, carrying on, continuing, maintaining, or repairing the said intended Reservoirs or other Works, or which may hinder or obstruct the making, using, completing, or maintaining such Reservoirs or other Works; and also to make, build, erect, and set up, over, under, or upon the said intended Watercourses, Tunnels, or Feeders, or upon the Land adjoining or near to the same, such and so many Bridges, Arches, Tunnels, Aqueducts, Sluices, Floodgates, Weirs, and other Works, as and when the said Company of Proprietors shall think necessary and convenient, for the Purpose of the said intended Reservoirs, Aqueducts, and other Works, and for the Occupation of the Lands adjoining thereto; and also from Time to Time to alter, repair, amend, or discontinue the same, and to divert, alter, widen, and extend any Bridges, Ways, Roads, Passages, Soughs, Tunnels, Trenches, Sluices, or other Works or Conveniences, for the carrying and conveying of all manner of Materials necessary for the making, altering, repairing, maintaining, or amending the said Reservoirs, Aqueducts, or other Works, or which may be useful for the Purposes thereof; and also to place, lay, work, or manufacture the said Materials upon the Lands or Grounds near to the Place or Places where the said Works or any of them shall be or are intended to be made, erected, repaired, or done; and to do all other Matters and Things which they shall think convenient or necessary for the making, effecting, preserving, completing, repairing, and using the said Reservoirs, Aqueducts, and other Works authorized by the said recited Acts and this Act, according to the true Intent and Meaning thereof, but subject to the Restrictions and Directions in this Act contained; they the said Company of Proprietors, their Officers, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the Powers by the said recited Acts or this Act granted to them, and making full Satisfaction, in manner herein-after mentioned, to the Owners and Occupiers of and all Persons interested in any Lands, Tenements, or Hereditaments which shall be taken and removed or prejudiced, for all Damage to be by them sustained in or about the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Officers, Servants, Agents, or Workmen, and all other Person or Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as herein-after contained: Provided always, that One Canal or Feeder only shall be made, in pursuance of the Powers of this Act, for the Purpose of conveying Water from the River *Lea* to the Works of the said Company of Proprietors at *Old Ford* aforesaid, and that the same shall

shall not exceed on the Average Three Feet Six Inches in Depth, and Twenty-three Feet in Breadth from the Opening or Commencement to the End or Termination thereof at *Old Ford* aforesaid.

XVI. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors, or any Person or Persons acting by or under their Authority, to enter, take, injure, or damage, in the making or completing the said Reservoirs, Aqueducts, and other Works relating thereto, or any other of the Purposes of this Act, any House, Bridge, or other Building which shall have been erected or built on or before the passing of this Act, or any Land or Ground which at or before that Time shall have been set apart and used as and for a Yard, Park, Paddock, Garden, Orchard, planted Walk, or other Avenue to a House, or any inclosed Ground planted or set apart as a Nursery for Trees, or any Part thereof respectively, (other than and except such as are mentioned in the Map or Plan herein-after referred to, and in the Schedule to this Act annexed,) without the Consent in Writing of the Owner or Owners thereof for the Time being.

Houses and Gardens not to be injured.

XVII. And whereas a Map or Plan, describing the Line and Situation of the Reservoirs, Cuts, Canals, Aqueducts, and other Works, and the Lands in or through which the same are intended to be made, by virtue of this Act, together with a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers of such Lands respectively, have been deposited with the Clerks of the Peace for the Counties of *Middlesex* and *Essex*: Be it therefore enacted, That the said Map or Plan and Book of Reference respectively shall remain in the Custody of the said Clerks of the Peace for the Time being, or their Deputies, and all Persons interested therein shall at all seasonable Times have Liberty to inspect and peruse the same, and take Copies thereof or of any Part thereof, paying a reasonable Compensation to the said Clerks of the Peace or their Deputies, not exceeding One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies or Extracts: Provided always, that the said Company of Proprietors shall not, in carrying into execution any of the Purposes of this Act, deviate more than One hundred Yards from the Line or Situation described and delineated in such Map or Plan.

Map or Plan and Book of Reference to remain with the Clerk of the Peace, and be open to Inspection.

Not to deviate therefrom

XVIII. Provided always, and be it further enacted, That if any of the Lands, Grounds, or Premises described or mentioned in the said Map or Plan or Book of Reference, or any of the Persons in whose Possession or Occupation the same Lands, Grounds, or Premises, or any Part thereof, are or is described or stated to be, or any other Person interested therein, shall happen by Mistake or Inadvertency to be misnamed or inaccurately described, then and in every such Case, the same being so certified by any Two or more of His Majesty's Justices of the Peace for the County or Place within which such Lands, Grounds, or Premises shall be situate, such Misnomer or incorrect Description shall not prevent or retard the Execution

Omissions or Errors in the Book of Reference not to prevent the Execution of this Act.

Execution of this Act, but the same Land, Grounds, and Premises shall and may be taken, purchased, sold, assessed, and valued in manner by this Act directed, and be afterwards conveyed, disposed of, and applied for and towards the Purposes of the said Act of the Forty-seventh Year of His said late Majesty King *George* the Third, and of this Act, as fully and effectually, to all Intents and Purposes, as if the same was or were properly named and described in the said Map or Plan and Book of Reference.

Power to purchase Land for the Purposes of this Act.

XIX. And be it further enacted, That the said Company of Proprietors shall have full Power and Authority to treat, contract, and agree with any Person or Persons, Body or Bodies politic, corporate, or collegiate, ecclesiastical or civil, Corporation, whether aggregate or sole, Tenant for Life or in Fee Tail, general or special, or other the Owner or Owners, Proprietor or Proprietors of, or with any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or Party whomsoever interested in any Manner in, any Lands or Tenements within the Limits of this Act, for the absolute Purchase of such Lands, Tenements, or Hereditaments, or any of them, or for the Damage to be done thereto respectively in the Execution or for the Purpose of the said recited Acts and of this Act, or any or either of them; and it shall be lawful for the said Company of Proprietors to hold any such Lands, Tenements, or Hereditaments so to be purchased by them, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever; and it shall be lawful for the said Company of Proprietors or their Successors at any Time or Times thereafter to sell and dispose of the said Lands, Tenements, or Hereditaments, or any of them, or any Part or Parts thereof, and from Time to Time to purchase any other Lands, Tenements, or Hereditaments more suitable or convenient for the Purposes of the said recited Acts and of this Act, or any or either of them, and again to sell the same in like Manner.

Company to purchase the Lands within Five Years.

XX. Provided always, and be it further enacted, That if the said Company of Proprietors shall not within the Space of Five Years, to be computed from the passing of this Act, agree for and purchase, as herein mentioned; the Lands and Hereditaments which they are hereby empowered to purchase, then and from thenceforth the Powers hereby granted to them for such Purposes shall cease, determine, and be utterly void, except with regard to such Lands and Hereditaments as shall have been already purchased.

Company to complete the Works within Five Years.

XXI. Provided always, and be it further enacted, That in case the said intended Canal or Feeder and Compensation Reservoir or Reservoirs hereby authorized to be made shall not be made and completed within the Space of Five Years from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers and Authorities hereby given to the said Company of Proprietors for such Purposes shall from thenceforth cease and determine, except with regard to so much thereof as shall have been made and completed: Provided also, that nothing in this Act contained shall authorize the said Company to omit to heighten and strengthen

strengthen the Barrier Bank, to make the Roads and Bridges, and effectually drain the Land, in the Manner and at the Time in which the same are by this Act directed to be made, done, and performed between the *Hackney Cut* and the River *Lea*.

XXII. And be it further enacted, That it shall be lawful for all Bodies politic, corporate, or collegiate, Corporations aggregate or sole, and to and for all Tenants for Life, and Tenants in Fee Tail, general or special, or for Years determinable on any Life or Lives, whether in possession, reversion, remainder, expectancy, or otherwise, and to and for all Husbands, Guardians, Trustees, and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and 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 Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in any Lands, Tenements, and Hereditaments which shall be thought necessary by the said Company of Proprietors to be purchased, had, or taken for the Purposes of the said recited Acts or of this Act, or any or either of them, to contract for and sell and convey the same and every or any Part thereof, and all Right and Interest therein, to the said Company of Proprietors; for the Purposes of this Act; and all Bargains, Sales, and Conveyances which shall be so made by virtue or in pursuance of this Act shall, without any Fine, Recovery, or other Conveyance or Assurance in the Law whatsoever, and without Inrolment or Registry, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons so conveying, but also to convey the Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in remainder or reversion expectant on any such particular Estate, and the same shall be deemed and considered to bar the Dower and Dowery of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries could do if levied or suffered by the proper Parties in Form of Law, any Law, Statute, or Usage, or other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all such Contracts, Sales, Conveyances, and Assurances shall be made at the Expense of the said Company of Proprietors; and such Sales and Conveyances shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (that is to say,)

Bodies Politic, &c. empowered to sell and convey.

I, \_\_\_\_\_ of \_\_\_\_\_ in consideration of the  
 ' Sum of \_\_\_\_\_ to me paid by the Company of  
 ' Proprietors of the East London Waterworks, do hereby grant and  
 ' release to the said Company of Proprietors all [*describing the*  
 ' *Premises to be conveyed*], together with all Ways, Rights, and  
 ' Appurtenances thereto belonging, and all my Estate, Right, Title,  
 ' and Interest in and to the same and every Part thereof, to hold to  
 ' the said Company of Proprietors and their Successors for ever, or  
 ' [Local.] 31 O during

Form of Conveyance.

‘ during all the Remainder of my Term, Estate, or Interest in the  
 ‘ said Premises. In witness whereof I have hereunto set my Hand  
 ‘ and Seal, the Day of in the Year of our  
 ‘ Lord

And all such Conveyances and Assurances as aforesaid shall be good, valid, and effectual in the Law, to all Intents and Purposes, and shall operate and be as a Merger of all outstanding Terms of Years, and be a complete and effectual Bar to all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever.

Bargains  
and Sales to  
have the  
Force of  
Fines and  
Recoveries.

XXIII. And be it further enacted, That the Conveyance of any Estate or Interest of any Feme Covert to the said Company, by Indenture or Indentures of Bargain and Sale, sealed and delivered by such Femes Covert in the Presence of and attested by Two or more credible Witnesses, and duly acknowledged, and enrolled in the High Court of Chancery within Two Calendar Months after the making thereof, shall as effectually and absolutely convey the Estate and Interest of such Feme Covert in the Premises as any Fine or Fines, Recovery or Recoveries, would or could do if levied and suffered thereof in due Form of Law; and all Bargains and Sales whatsoever to be made of any Lands, Tenements, or Hereditaments, or Part or Parts thereof, which shall be purchased or taken by virtue of and for the Purposes of the said recited Acts or of this Act, or of any or either of them, and enrolled as aforesaid, shall have the like Force, Effect, and Operation in Law, to all Intents and Purposes, as any Fine or Fines, Recovery or Recoveries whatsoever, would have had if levied or suffered by the Bargainor or Bargainors, or any Persons seised of any Estate in trust for such Bargainor or Bargainors, in any legal Manner or Form whatsoever.

For Protec-  
tion of the  
Copyholders.

XXIV. And whereas certain Lands within the Manor of *Hackney*, proposed to be taken for the Purposes of this Act, situate, lying, and being between the ancient Stream of the River *Lea* and the navigable Cut, and not exceeding Twelve Acres or thereabouts, are Part or Parcels of the Lammas Lands appertaining to the said Manor, and are subject to certain Rights of Common or Pasture, which Rights, by reason of the Number of Persons entitled thereto, cannot be conveniently released or transferred by the separate Conveyance of each Party: Be it therefore enacted, That One gross Sum of Money as and for the aggregate Value of the whole of the said Common Rights in and over the said Twelve Acres may and shall be ascertained by the Verdict of a Jury, in the same Way as disputed Rights are in and by this Act directed to be ascertained; and such Sum so ascertained shall be with all convenient Speed paid into the Bank of *England* in the Names of the Right Honourable Earl *Harrowby*, *William Amory*, *Samuel Berger*, *William Hurst Ashpitel*, *John Musgrove*, and *Thomas Wright*, being Six Copyholders of the said Manor, to the Intent that the said Sum of Money shall by them be expended and laid out in the Purchase of other Lands, to be for ever attached and form Part of the Lammas Lands of the said Manor, with all such Rights, Privileges, and Advantages that now appertain to and belong to the  
Lammas

Lammas Lands proposed to be taken for the Purpose of this Act ; and until the said Six Copyholders shall be able to procure Lands fit and proper to be attached to the Lammas Lands as aforesaid the Interest of the Money so paid into the Bank of *England* shall accumulate and be added to the Principal, and be, together with the Principal, applied to the Purchase of Lands as aforesaid, and for no other Purpose whatever.

XXV. And be it further enacted, That if any Contract concerning any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of this Act shall be entered into for any Lands, Tenements, or Hereditaments which shall be Copyhold or Customary, the same shall be executed and completed by Surrender according to the Custom of the Manor in which the same are holden, and shall continue subject to the same Fines, Rents, and Services as are due and payable and of right accustomed, in the same Manner as if this Act had not been made, unless the Lord or Lady of the Manor for the Time being shall be willing and desirous to enfranchise the same, in which Case such Lord or Lady is hereby empowered so to do, notwithstanding he or she shall be seised of or entitled to the same Manor or Manors for a less Interest than an Estate of Inheritance or Fee Simple ; but in case the Lord or Lady of the said Manor shall decline to enfranchise the same, he or she shall be entitled to and shall be paid by the said Company a reasonable Recompence and Satisfaction for the Costs that shall arise to him, her, or them in respect of the Fines, Heriots, or other Services the Employment of which shall be diminished or lost by the vesting of such Copyhold or Customary Premises in a Body Corporate ; which Recompence and Satisfaction, if not settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury as is directed by this Act.

For settling  
Contracts  
respecting  
Copyhold  
and Customary Land.

XXVI. And be it further enacted, That in all Cases (except as to the Twelve Acres or thereabouts of Marsh Land herein-before mentioned) where there shall be Occasion to cut through, take, or use, for the Purposes of this Act, any Part or Parts of any Commons or Waste Grounds, or other Lands, Tenements, or Hereditaments, which shall be charged with or subject to any Right or Rights of Common, whether of Pasture, Turbary, Estover, Piscary, or Easement, whether appendant, appurtenant, or in gross, or whether created or then subsisting by Grant, Prescription, Custom, or otherwise howsoever, the Conveyance thereof by any Body Politic, Corporate, or Collegiate, or other Person or Persons, having such and the like Estate or Interest of and in the Manor wherein such Lands, Tenements, Common or Waste Grounds, shall be situate, or if the same shall not be the Waste of any Manor, then having such or the like Estate or Interest of and in the Soil of such Lands, Tenements, Wastes, Commons, and Hereditaments as the Body or Bodies Politic, Corporate, or Collegiate, or Persons, who are herein-before enabled to sell and convey other Lands, Tenements, and Hereditaments, shall be a good and sufficient Conveyance to the said Company of Proprietors for the Purpose of vesting in them the Fee Simple and Inheritance of such Waste Ground or Common, or other Lands, Tenements, or Hereditaments, as fully and effectually

Conveyance  
by Lords of  
Manors of  
Lands taken  
from Commons to be  
sufficient.

effectually as if every such Person having such Right or Rights of Common upon such Commons or Waste Grounds, or other Lands, Tenements, or Hereditaments, were seised in Fee Simple in possession, and had joined in and executed such Conveyance; and the Compensation to be paid for any Right of Common upon any such Commons or Waste Grounds as aforesaid shall be paid by the said Company to the Churchwardens of the respective Parishes wherein such Commons or Waste Grounds shall be, and shall be by such Churchwardens received, and applied for such general or public Purposes, within such Parishes respectively, as a Vestry of such respective Parishes, to be convened by such Churchwardens for that Purpose, shall direct; and in all Cases where such Right of Common, Profits, or Easements shall be and extend over and be enjoyed and taken out of any other Lands, Tenements, or Hereditaments than such Wastes and Commons, the Compensation shall be paid or tendered to the Person or Persons, Bodies Politic, Corporate, or Collegiate, having such Estate or Interest as aforesaid in the said Commons, Profits, or Easements, or in the Lands, Tenements, or Hereditaments whereunto the same shall be appendant or appurtenant, or deposited in the Bank of *England* in manner by this Act directed, as the Case may be: Provided that in Cases where any such Manor is vested in Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord or Lady such Manor belongs, or in what Manor such Common or Waste Ground is situate, the Conveyance by Four at least of the Freeholders or Inhabitants whose Estates have Common Right in such Common or Waste Ground, and whose said Estates are assessed yearly to the Poor Rates to Three Fifths at least of the whole Property in each of the said Parishes which have such Common Right, to the said Company, shall also be a good and sufficient Conveyance.

Company  
empowered  
to resell  
Lands which  
may not be  
wanted.

XXVII. And whereas, by virtue of the Powers by this Act granted, the said Company may purchase Lands, Buildings, Tenements, and other Hereditaments which, or Part whereof, may afterwards be considered unnecessary to be made use of, or which cannot be conveniently made use of, for the Purpose of this Act: Be it therefore enacted, That it shall and may be lawful to and for the said Company of Proprietors to sell and dispose of, or exchange for or in lieu of any other Lands, Tenements, or Hereditaments which may be required for the Purposes of this Act, and by Indenture under their Common Seal absolutely to grant and convey, such Part or Parts of the Lands or Hereditaments as shall be so purchased by and conveyed to the said Company as aforesaid, and as shall not be wanted for the Purposes of the said recited Acts or of this Act; and all such Conveyances from the said Company shall be valid and effectual, any Law, Statute, or Custom to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by the Sale or Sales of such Lands and Premises, or any Part or Parts thereof, or by way of Equivalent in the Case of Exchange, it shall and may be lawful to and for the Treasurer or Treasurers for the Time being of the said 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 for which such  
Lands



Lands and Premises shall be sold, for so much thereof as in such Receipts shall be expressed to be received; and such Person or Persons shall not thereafter be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof: Provided always, that the said Company of Proprietors, before they shall sell or dispose of any such Lands, Tenements, or Hereditaments, shall first offer to resell the same to the Person or Persons from whom they shall have purchased the same; and in case such Person or Persons shall not then and thereupon agree or shall refuse to repurchase the same, then and in every such Case an Affidavit shall be made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before any One of His Majesty's Justices of the Peace for the County in which such Lands or Hereditaments shall lie, by some Person or Persons no way interested in the Premises, stating that such Offer was made by and on the Behalf of the said Company, and was not accepted or was refused by the Person or Persons to whom the same was so made, which shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was not accepted or was refused; but if such former Owner shall be desirous of purchasing the said Lands, Tenements, or Hereditaments, and shall not agree with the said Company of Proprietors in respect to the Price to be paid for the Purchase thereof, then and in such Case the Price thereof shall be ascertained by a Jury in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken by the said Company for the Purposes of this Act is hereby directed to be ascertained; and the Costs and Charges of ascertaining the same shall be borne and paid in like Manner as in and by this Act is directed with respect to Purchases made by the said Company of Proprietors, *mutatis mutandis*.

XXVIII. And be it further enacted, That in all Conveyances to be made by the said Company of Proprietors under or by virtue of the several Powers and Authorities by this Act granted, the Words "grant, bargain, and sell" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee, Lessee, or other Purchasers, his, her, or their Heirs, Executors, Administrators, and Assigns, from the said Company of Proprietors and their Successors, that they the said Company of Proprietors and their Successors, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and that the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, shall quietly enjoy the same against the said Company of Proprietors, their Successors and Assigns, and all claiming under them; and if the Premises are Leasehold for Years they shall be assigned by a Form answerable to the above, substituting the Words applicable to the Assignment of a Chattel, and the Words "grant, bargain, and sell" being held to be a Covenant only commensurate with the Estate of the said Company of Proprietors in the Premises assigned.

The Word  
"grant," &c.  
to operate in  
certain  
Covenants.

XXIX. And be it further enacted, That all and every Sum and Sums of Money which shall be had, received, and taken by the said  
[Local.] 31 P Company

Application  
of Purchase  
Money.

Company of Proprietors as the Consideration for any such Sale as aforesaid, shall be paid, applied, and disposed of in such and the like Manner as any other Sum or Sums of Money arising or to arise from the said Waterworks are by the said Acts of the Forty-seventh and Forty-eighth Years of His said late Majesty King *George* the Third, and this Act, directed to be paid, applied, and disposed of.

Satisfaction  
to be made  
for Lands  
taken, &c.

XXX. Provided always, and be it further enacted, That all and every Body and Bodies Politic, Corporate, or Collegiate, and Tenant and Tenants for Life, and Tenant and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Femes Covert, Husbands, Guardians, Committees, Trustees, and all and every Person and Persons who is or are seised, possessed of, or interested in any Lands or other Hereditaments through, in, or upon which the said Waterworks, Reservoirs, Aqueducts, Watercourses, Tunnels, Feeders, or other Works hereby authorized or intended to be made, may accept and receive Satisfaction for the Value of such Lands, Grounds, and Hereditaments, and for the Damages to be sustained by the making and completing the Works herein-before directed, in gross Sums, as shall be agreed upon by and between the said Parties interested respectively, or any of them; and in case the said Company and the Parties interested in such Lands, Grounds, or other Hereditaments cannot agree as to the Amount or Value of such Satisfaction, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-after directed.

In case of  
Dissatisfac-  
tion a Jury  
to assess the  
Value.

XXXI. And be it further enacted, That if any such Body Politic, Corporate, or Collegiate, or any Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Lunatic or Idiot, or any Feme Covert, or any Person, whether Tenant for Life or in Fee Tail, general or special, or for Years determinable on any Life or Lives, or other Person or Persons so interested or entitled as aforesaid, shall be dissatisfied with any Sum of Money offered by the said Company, and shall give Notice thereof in Writing to the Clerk of the said Company within Four Days next after the same shall have been offered, or if any such Body Politic, Corporate, or Collegiate, Trustee or Trustees, or any other Person or Persons, shall, upon Notice in Writing given to the principal Officer of any such Body Politic, Corporate, or Collegiate, or of such Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Lunatic or Idiot, or to such Feme Covert, or to such Tenant for Life, or in Fee Tail, general or special, or for Years determinable on any Life or Lives, or other Person or Persons respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands or other Hereditaments to be made use of for the Purposes of this Act, for the Space of Twenty-one Days next after such Notice neglect or refuse to treat or shall not agree with the said Company, or by reason of Absence or otherwise shall be prevented from treating, or through Disability, by Nonage, Coverture, or other Impediment, cannot treat for themselves or make such Agreements as shall be necessary

necessary for the Purposes aforesaid, or shall refuse or decline to sell, convey, and dispose of the Premises whereof or wherein or whereunto they shall be so respectively seised, possessed, interested, or entitled as aforesaid, or shall not, within the before-mentioned Space of Twenty-one Days, produce and fully disclose a clear Title to the Premises which they are or shall be in possession of, and to the Interest which they claim therein, or if any Dispute or Difference shall arise touching any such Purchase, then and in every such Case the said Directors, or any Three or more of them, shall and they are hereby empowered and required to issue a Warrant under their Hands and Seals to the Sheriff of the County within which the Matter in question shall arise, and in case such Sheriff or Under Sheriff shall be One of the said Company, or enjoy any Office or Place of Profit or Trust under them, or shall be otherwise interested in the Matters in question, then to any One of the Coroners for such County who shall not be so interested as aforesaid, and in case all such Coroners for the said County shall be so interested, then to the last Person who filled the Office of Sheriff of such County, and who shall not be so interested as aforesaid, commanding such Sheriff, Coroner, or other Person to impanel, summon, and return a Jury of Twelve sufficient and indifferent Men, qualified according to the Laws of the Realm to be returned for Trials of Issues in His Majesty's Courts at *Westminster*, to appear before the Justices of the Peace for the County, City, Division, District, or Liberty wherein the Land and Premises shall, at some Court of General or Quarter Sessions of the Peace to be holden there, or at some Adjournment thereof, as in such Warrant shall be appointed, and to attend such Court from Day to Day until discharged by the said Court; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Justices are hereby empowered and required, by any Precept or Precepts, to summon and call before them all and every Person or Persons who shall be thought necessary to be examined as a Witness or Witnesses touching the Matters in question, and to hear and examine such Witness or Witnesses upon Oath; and the said Justices may order and authorize the said Jury, or any Six or more of them, to view the Place or Places or Matter or Matters in question; which Jury upon their Oaths (which Oaths, and also the Oaths of such Persons as shall be called to give Evidence, such Justices are hereby authorized to administer,) shall inquire of, assess, and ascertain the Sum or Sums of Money to be paid for the Purchase of such Lands or other Hereditaments, or the Recompence to be made for the Damages that shall or may be sustained as aforesaid, and shall assess separate Damages for the same, and for any several and respective Interests of any Owners, Tenants, Tenants for Life, or Lessees, or Tenants at Will, or any other Interest therein; and the said Justices shall give Judgment for such Purchase Monies or Recompence so to be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be signed by the said Justices, and shall be binding and conclusive to all Intents and Purposes against all Bodies Politic, Corporate, or Collegiate, and all other Persons, and shall not be removed by Certiorari or any other Writ or Process into any of His Majesty's Courts of  
Record

Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding: Provided always, that Notice of the Time and Place of making such Inquiry and Assessment by a Jury as aforesaid shall be given to or left at the usual or last Places of Abode of the Parties interested, or the Tenants or Occupiers of the Premises respectively, at least Ten Days before such Inquiry and Assessment.

Penalties on Sheriffs, Jurymen, or Witnesses making default.

XXXII. And be it further enacted, That if the Sheriff or other Person so directed to summon and return a Jury as aforesaid shall make default in the Premises, he shall for every such Offence forfeit and pay any Sum not exceeding Fifty Pounds; and if any Person so summoned and returned upon such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, or otherwise act contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence shall not appear, or appearing shall refuse to be examined or give Evidence, every Person so offending, having no reasonable Excuse (such Excuse to be allowed by the said Justices), shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds; which several and respective Penalties shall and may be levied, by Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him the Overplus, after such Penalty, and the Charges of such Distress and Sale, shall be deducted; and every such several and respective Penalties so recovered from any Person as aforesaid shall go and be paid to the Person or Persons who shall appear to the said Justices to be injured by the Default of such Person.

Punishing Persons guilty of Perjury.

XXXIII. And be it further enacted, That all Persons who in any Examination to be taken upon Oath by virtue of this Act shall wilfully give false Evidence, or otherwise forswear themselves, before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and, upon Conviction thereof, shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable to.

By whom the Expenses of Jury and Witnesses are to be paid.

XXXIV. And be it further enacted, That in each and every Case where a Verdict shall be given for more Money as a Recompence or Satisfaction for the absolute Sale of any Lands, Tenements, or other Hereditaments belonging to any Body or Bodies Politic, Corporate, or Collegiate, or to any Person or Persons whomsoever, or as a Compensation for any Damages done or to be done to such Lands, Tenements, or Hereditaments, or other Property, than had been previously offered by or on behalf of the said Company, or where any Verdict shall be found for any Damages, where the Dispute is for Damages only, and where no Compensation had been previously offered or tendered in respect thereof by or on behalf of the said Company, or where by reason of Absence in Foreign Countries, or other Impediment or Disability as aforesaid, there shall not be found any Person or Persons at hand who may be legally capacitated to enter

enter into a Contract with and make Conveyances to and receive Compensation from the said Company, as herein-before mentioned, then and in all such Cases all the Expenses of summoning such Jury and taking such Verdict shall be defrayed by the said Company; and in case such Costs and Expenses shall not be paid by the said Company within Forty-two Days after the same shall be demanded, the same shall and may be levied, by Warrant under the Hand and Seal of any Justice of the Peace acting in and for the County or Division within which the Cause of Action shall have arisen, by Distress and Sale of the Goods and Chattels of the said Company; but if any Verdict shall be given for the same Sum as had been previously offered by or on behalf of the said Company or for a less Sum than had been so previously offered, or in case no Damages shall be given by the Verdict upon the Dispute or for Damages only, or in case of Refusal or Neglect to enter into Treaty with or make Conveyances to or receive Compensation from the said Company, or any Body or Bodies Politic, Corporate, or Collegiate, or by any Person or Persons whomsoever who is or are by the Provisions of this Act or otherwise legally capacitated to treat and convey or receive such Compensation as aforesaid, then and in all such Cases the Costs and Expenses of summoning such Jury and taking such Verdict shall be borne and paid in manner following; (that is to say,) One Moiety thereof by the said Company, and the other Moiety thereof by the Body or Bodies Politic, Corporate, or Collegiate, or other Person or Persons, with whom the said Company shall have such Concerns, Controversies, or Disputes; which said first-mentioned Moiety of the Costs and Expenses having been so settled shall and may be deducted out of the Money so assessed and adjudged, as so much Money advanced by the said Company to and for the Use of such Body or Bodies Politic, Corporate, or Collegiate, or other Persons as aforesaid, and the Payment or Tender of the Remainder of such Sum or Sums of Money shall be deemed and taken to all Intents and Purposes to be a Payment or Tender of the whole Sum or Sums so assessed and adjudged; and in case no Damage shall be given by such Verdict, where the Dispute is for Damages only, such Moiety of the Costs and Expenses, after being so ascertained and settled as aforesaid, shall and may be recovered by the said Company by such Ways and Means as are provided for the Recovery of any Penalty or Forfeiture incurred by the said recited Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third.

XXXV. And be it further enacted, That the said Justices and Juries respectively, in their Awards, Determinations, Judgments, and Verdicts concerning the Value of Lands and other Hereditaments, shall separately and distinctly apportion any particular Estate, Terms, or Interest, and also any Damages sustained or to be sustained by any Person or Persons in consequence of the Execution of any of the Powers of this Act, and shall distinguish the Value set upon such Estate, Term, and Interest, and the Money adjudged for such Damages as aforesaid, separately and apart from each other, and shall apportion and divide the Money awarded as Compensation for any such Damage unto and between the Persons suffering the same.

The Value of Lands and Damage sustained to be distinguished.

[*Local.*]

31 Q

XXXVI. And

Upon Pay-  
ment or  
Tender of  
Value, Lands  
to vest abso-  
lutely in the  
Company.

XXXVI. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or adjudged and determined by any Jury or Juries, for the Purchase of any such Lands, Tenements, or Hereditaments, or as a Compensation for Damages as hereinbefore mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive such Money respectively, or to his, her, or their Agent or Agents, within Three Calendar Months after the same shall have been actually so agreed for, determined, or assessed, or upon Payment of the said Sum or Sums of Money into the Bank of *England* (in case the same shall be requisite) in manner by this Act directed and required, for the Use of such Person or Persons so interested or entitled as aforesaid, then and in every such Case it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon the Lands, Tenements, or other Hereditaments respectively; and then and thereupon such Lands, Tenements, and other Hereditaments, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall from thenceforth be vested in and become the sole Property of the said Company for the Purposes of this Act and of the said recited Acts, and each and every of them, for ever; and such Tender, Payment, Investment, or Deposit shall not only bar all Right, Title, Interest, Claim, and Demand of any Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and any Estates Tail or other Estates in Reversion and Remainder of his, her, or their Issue, and of every other Person whomsoever interested therein: Provided nevertheless, that before such Payment, Tender, Investment, or Deposit as aforesaid shall be made, it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut the Lands or Grounds of the Person or Persons entitled to such Payment or Deposit, for the Purpose of making the said Waterworks, Reservoirs, Watercourses, Tunnels, Feeders, Aqueducts, or other Works, or any of them, without the Consent in Writing of such Person or Persons respectively.

Verdict of  
the Jury to  
be recorded.

XXXVII. And be it further enacted, That each and every Verdict so given shall be transmitted to and be kept by the respective Clerks of the Peace or other Persons having the Custody of the Records of the Quarter Sessions for the Counties of *Middlesex* and *Essex* respectively, and shall be deposited with and be deemed to be Records of such Quarter Sessions respectively, to all Intents and Purposes; and the same Verdicts, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and to have Copies thereof, by paying for every Copy the Sum of Sixpence for every One hundred Words, and so in proportion for any greater or less Number of Words.

Application  
of Compen-  
sation when

XXXVIII. And be it further enacted, That if any Money shall be paid or agreed or awarded to be paid to any Body or Bodies  
Politie,

Politic, Corporate, or Collegiate, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, or Persons acting as Guardians, Committees, or other Trustees, for or on behalf of any Lunatics, Idiots, Femes Covert, or other Cestuique Trusts, or to any Person or Persons whose Lands or Estates are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, for the Purchase or Exchange of or the Damages to be done to any Lands, Tenements, or Hereditaments by virtue of the Powers herein contained, such Money 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 Company of Proprietors of the *East London Waterworks*," pursuant to the Method prescribed by an Act passed in the First Year of His present Majesty, intituled *An Act for the better securing the Monies 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, without Fee or Reward; to the Intent that such Money shall be applied, under the Direction and 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 entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Redemption or Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Charge or Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Intents, and Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under 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, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, and Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime, and until such Purchase shall be made, the said Money shall, by Order of the Court, upon Application thereto, be invested by the Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, until the said 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 said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase and Settlement were made.

amounting to  
or exceeding  
200*l.*

1 G. 4. c. 35.

Application  
of Compensa-  
tion when  
less than  
200*l.*, and  
exceeding  
20*l.*

XXXIX. Provided always, and be it further enacted, That in case the Money so payable to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than Two hundred Pounds, or shall amount to or exceed the Sum of Twenty Pounds, then and in such Case the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents, and Profits of the Lands, Tenements, or Hereditaments in respect whereof the same shall be paid, or of his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such, 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 Accountant General of the Court of Exchequer, and 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 Person or Persons making such Option, and approved of by the said Company, (such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties,) in order that such Principal Money, and the Dividends arising therefrom, may be applied in the 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.

Application  
of Compensa-  
tion when  
less than 20*l.*

XL. And be it further enacted, That in case the Money payable to such Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments in respect whereof the same shall be paid, in such Manner as the said Company shall think fit; or in case of Infancy, Idiocy, or Lunacy, then to his or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such, to and for the Use and Benefit of such Person or Persons so entitled respectively; and the Receipt or Receipts of the Person or Persons to whom the same shall be paid shall be sufficient Discharges for the same.

In case of  
Refusal to  
accept, &c.,  
the Money to  
be paid into  
the Bank.

XLI. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased by virtue of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or in case the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums of Money so awarded as aforesaid to 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 there to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments (describing them), subject to the Order, Control, and Disposition of the said Court; which said  
Court,



Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates or Estate, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying for whose and what Uses the same is or are received, to such Person or Persons as shall pay any Sum or Sums of Money into the Bank as aforesaid.

XLII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person 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, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments, to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of such Bank Annuities, the Person or Persons who shall have been in possession of such Lands, Tenements, or Hereditaments in respect whereof such Money shall have been so paid, at the Time of passing this Act, and all Persons claiming under 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 be shown to the Satisfaction of the said Court; 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, until 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 Estates or Interests therein.

The Person in possession to be deemed entitled until the contrary is shown.

XLIII. Provided always, and be it further enacted, That where, by any reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Houses, Buildings, Lands, Tenements, 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 said Court, and to be applied 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 all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expenses as the Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

The Court of Exchequer may order the Company to pay the Expenses of Purchases.

[*Local.*]

31 R

XLIV. And

Tenants at Will or for a Year, to quit Lands, &c. after Notice.

XLIV. And be it further enacted, That every Tenant at Will, Lessee for a Year, and other Person or Persons in possession of any Lands, Tenements, and Hereditaments through, in, or upon which the Works hereby authorized to be made are intended to be made, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessee for a Year or from Year to Year, shall deliver up the Possession of the said Premises to the said Company, or to such Person or Persons as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such Tenant or Lessee, or Person in possession, or left upon the said Premises, whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time, after the Expiration of Six Calendar Months, as he, she, or they shall be required; and in case any such Tenant or Lessee, or Person or Persons in possession as aforesaid, shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to give their Precept or Precepts to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept or Precepts on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

Interest of such Tenants may be settled by a Jury.

XLV. Provided also, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him to the said Company, or to the Person or Persons authorized by them to take Possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant or Lessee as aforesaid in the said Premises, the said Company shall and they are hereby directed to make a Tender to such Tenant or Lessee, before they shall issue their Precept or Precepts to the Sheriff to give Possession of the Lands and Premises in the Occupation of such Tenant or Lessee as herein-before mentioned, Satisfaction or Compensation for the Value of his unexpired Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any Satisfaction or Compensation for any Lands, Tenements, or Hereditaments taken or made use of by the said Company is in and by this Act directed to be made and assessed.

Persons holding Leases to produce the same.

XLVI. Provided always, and be it further enacted, That in all Cases where any Person or Persons shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest in any Lands, Tenements, or Hereditaments through, in, or upon which the Works hereby authorized to be made or intended to be made, under or by virtue of any Demise, Lease, or other Grant thereof, the said Company shall and they are hereby authorized to require such Person or Persons to produce or show the Demise, Lease, or Grant in respect of which such Claim to Satisfaction or

Com-

Compensation shall be made; and if such Demise, Lease, or Grant shall not be produced or shown, the Person or Persons claiming under the same shall be considered as holding only from Year to Year.

XLVII. And be it further enacted, That all and every Person and Persons who shall have any Mortgage or Mortgages on such Lands, Tenements, or Hereditaments, or who shall be in possession thereof by virtue of such Mortgage or Mortgages, shall, on the Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company of Proprietors, or by such Person or Persons as they shall appoint, or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Six Calendar Months, to be computed from the Day of serving such Notice, then and at the End of Six Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company of Proprietors, or to such Person or Persons as shall be appointed in trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due on the said Mortgage or Mortgages, with all Interest due thereon, shall amount to more than the real Value of such Premises, to be ascertained as directed by this Act, then the said Company shall not be liable to pay the Mortgagee or Mortgagees more than the real Value of the Premises, to be ascertained as aforesaid: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest due on any such Mortgage as aforesaid into the Bank of *England*, after the Expiration of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give a Receipt or Receipts for the said Money in like Manner as is herein-before directed in case of other Payments into the Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in trust for him, her, or them, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages, to all Intents and Purposes whatsoever.

XLVIII. And in order the better to enable the said Company to take Water from the River *Lea*, and to make and maintain a Reservoir or Reservoirs, Cuts, Canals, Aqueducts, Feeders, and other Works and Conveniences necessary for that Purpose, and for the Purpose of supplying the several Parishes, Hamlets, Townships and Places respectively, in manner authorized by the said recited Act

Mortgagees  
to convey.

Power to  
purchase  
Land.

Act

Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, with Water, and of distributing the same to the Inhabitants of the said several Parishes, Hamlets, Townships, and Places respectively; be it further enacted, That it shall and may be lawful to and for the said Company, or their Directors for the Time being, and they are hereby empowered, with the Consent of the Proprietors thereof or other Persons interested therein, from Time to Time to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments, over and above the Lands described in the said Plan and Book of Reference, within the said Parish of *Saint John Hackney* aforesaid, or in the Parish of *Leyton* in the County of *Essex*, or either of them, which the said Company or their Directors shall deem requisite for the Purpose of this Act, (not exceeding Sixteen Statute Acres of Land in the whole,) with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail determinable on any Life or Lives, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Lunatics or Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants or Issue unborn, Lunatics, Idiots, or Femmes Covert, or other Persons under any Disability of acting for themselves, who are or shall be seised, possessed of, or interested in their own Right, or with any Tenant, or Tenants, Lessee or Lessees for any Term or Terms of Years, or any other Person or Persons whomsoever, who shall be willing to sell the same, or his, her, or their Estate, Right, or Interest therein, for the Uses and Purposes of the said recited Acts or of this Act; the Amount of the Purchase Money, in case the Parties shall differ about the same, to be settled and determined by a Jury to be impannelled, and the Expenses thereof to be defrayed in like Manner as is herein-before directed with respect to any Lands, Tenements, or Hereditaments to be taken by the said Company for the Purposes of this Act; and it shall and may be lawful to and for the said Company to purchase and hold to them, and their Successors and Assigns, such Lands, Tenements, and Hereditaments, and any Term, Right, and Interest therein, so purchased, and also to sell and dispose of such Lands, Tenements, and Hereditaments, or any Part or Parts thereof, and to purchase and hold other Lands, Tenements, or Hereditaments, as they shall think proper, not exceeding the Quantity aforesaid, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever.

Company  
not to purchase more  
than Sixteen  
Acres from  
incapacitated  
Persons.

XLIX. And be it further enacted, That in case the said Company shall by virtue of the Powers and Provisions of this Act purchase the aforesaid Sixteen Statute Acres of Land, or any Part thereof, of or from any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Tenants for Life, or in Fee Tail determinable on any Life or Lives, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Infants, Lunatics, Idiots, Femmes Covert, Cestuique Trusts, Tenants for Life or for Terms of Years, or in Tail, or Persons to whom or for whose Benefit Lands

are limited in strict or other Settlement, or any other Persons being under legal Disability or Incapacity, and in case the said Company shall afterwards sell or convey the whole or any Part of such Land, then it shall not be lawful for the same or any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Tenants for Life or in Fee Tail determinable on any Life or Lives, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Infants, Lunatics, Idiots, Femmes Covert, Cestuique Trusts, Tenants for Life or for Terms of Years, or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict or other Settlement, or any other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of those so sold by the said Company, or any Part thereof.

L. And whereas the Navigation of the River *Lea* from the River *Thames*, through the Counties of *Middlesex*, *Essex*, and *Hertford*, to the Town of *Hertford* in the County of *Hertford*, is highly important and advantageous to the Public in those Counties, and it is expedient that the same should be protected from all Injury or Interruption: Be it therefore enacted, That the said Company of Proprietors shall not on any Pretence whatever withdraw any Water from or out of the said River, except within the Limits aforesaid, and not within such Limits until such Water shall have passed either over the Tumbling Bay situate between *Lea Bridge* and *Lea Bridge Mills*, or through the *Lea Bridge Mills* aforesaid, and particularly that they shall not take or draw off any Water above *Lea Bridge* or *Lea Bridge Mills*, or from that Part of the Navigation called the *Hackney Cut*, running from the said Bridge or Mills to the *Old Ford Lock*, or in any Manner whatever interfere with the said Navigation, either during the Progress of the Works to be done in pursuance of this Act, or of any Repairs thereto or otherwise, except in conformity with the Powers specifically given for that Purpose, without the Consent of the Trustees of the said Navigation in Writing for that Purpose first had and obtained.

Restricting  
the taking  
the Water  
to certain  
Limits.

LI. And be it further enacted, That the said Company of Proprietors shall not, in the Execution of any of the Powers of this Act, cut through, break up, obstruct, or otherwise interfere with the Towing Path of the said Navigation, either by placing any Gravel, Clay, Earth, Soil, Bricks, Timber, or other Articles thereon, or by laying any Pipe or Pipes thereunder or thereupon, or otherwise howsoever, except by crossing under the said Towing Path or Navigation at a Right Angle by a Main Pipe leading from the Reservoirs and other Works of the said Company to be constructed on the East Side of or below *Lea Bridge Mills* aforesaid, towards the *Lea Bridge Road* leading to *Clapton*, and by laying such other Pipes, Trunks, and Culverts as may be necessary to be constructed at or near *Old Ford* aforesaid, for conveying the Water from the Termination of the said Canal or Feeder to the Reservoirs and other Works of the said Company of Proprietors there, which said Main Pipe and other Pipes, Trunks, and Culverts shall be so laid as not to obstruct or interfere with the said Navigation; and no other Pipes, except as

For Protec-  
tion of the  
Towing  
Path of the  
River *Lea*  
Navigation,

[Local.]

31 S.

aforesaid,

aforesaid, shall be laid nearer to the said River *Lea* New Cut or Navigation than Sixteen Feet, without the Consent of the said Trustees in Writing for that Purpose first had and obtained.

An inter-  
vening Space  
of 18 Feet  
to be left  
between the  
Navigation  
and the Ca-  
nal, and of  
50 Feet round  
the Two  
Locks.

LII. And be it further enacted, That along the whole Length of the Canal or Cut by this Act authorized to be made there shall be an intervening Space of Ground of Eighteen Feet at the least, including the present Towing Path, to be kept and preserved as a Towing Path belonging to the said Navigation exclusively, between the said Canal and the East Side of the said Navigation, and that the said Canal or Cut shall not be brought within the Distance of Fifty Feet from any Part of the Lock called *Brick Lock*, on the said New Cut or Navigation, or the Lock at or near *Old Ford*, or from the Lock-keeper's House thereto adjoining or belonging; and further, that the said Company of Proprietors shall, at their own Expense, make and for ever thereafter maintain in a proper Manner a complete and sufficient Puddle Wall or Bank the whole Length of the said intended Canal, on the East Side thereof, of the Width of Three Feet at the least, and of the Depth of One Foot at the least below the Parallel of the Bottom of the said Canal, in a proper and workmanlike Manner; and the same Canal and Puddle Wall or Bank, and all the Works connected therewith, shall be subject during the Progress thereof to the Inspection and Approbation of the Surveyor and Engineer of the Trustees of the said Navigation, and shall be made and for ever thereafter kept in proper Order and Condition for the Protection of the said Navigation by the said Company of Proprietors, to the Satisfaction of the said Trustees, or of their Surveyor and Engineer, who shall at all Times have full Power and Authority to inspect and examine the same when and as they may think proper: Provided always, that notwithstanding the whole of the said Bank and Towing Path is and is herein-before directed to belong to the said Navigation, the Eastern Side thereof, forming the Western Side of the said Canal or Feeder, shall at all Times hereafter be kept in proper Repair and Condition by the said Company of Proprietors, notwithstanding any Slip or Accident by any of the Horses drawing the Barges, or any other Cause whatsoever; and further, that the said Trustees of the said Navigation shall in no Case be liable for any such Accident, or for any Costs or Expenses to be sustained by the said Company of Proprietors in respect thereof.

Payment to  
Trustees of  
River *Lea* as  
a Considera-  
tion for the  
Water.

LIII. And whereas by the Exercise of the Powers by this Act granted a considerable Quantity of Water will be taken from the River *Lea*; and in order to compensate the Trustees of the said Navigation in respect thereof, be it further enacted, That the said Company of Proprietors of the *East London* Waterworks shall, from and after the Period of their having commenced taking Water from the said River *Lea* as aforesaid, half-yearly, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September*, so long as they shall continue to take Water from such River under the Powers of this Act, and no longer, pay to the Trustees of the said Navigation the Sum of One hundred and Twenty-five Pounds and One hundred and twenty-five Pounds, making together the yearly Sum of Two hundred and fifty Pounds, clear of all Taxes, Rates, Charges, or Deductions

Deductions whatsoever, as a Consideration for the Water to be so taken by the said Company of Proprietors as aforesaid; all which said Sums of Money shall be vested in the said Trustees, and shall be applicable and be applied to the general Purposes of the said Navigation, in the same Manner as any other Monies received or to be received by them for Tolls or otherwise are applicable under the several Acts relating to the said Navigation; and in case Default shall at any Time be made in the said Payments, or any of them, the same shall and may be recovered by the said Trustees in the Manner in this Act directed with respect to the Recovery of Compensation or Satisfaction for Costs, Damages, Spoil, or Injury.

LIV. And be it further enacted, That in case the said Company of Proprietors shall, in the Execution of any of the Works by this Act authorized to be made, happen to injure or damage the said River or Navigation, or the Banks or Bed or the Towing Paths thereof, they the said Company of Proprietors shall and they are hereby required, at their own Expense, immediately to repair and make good such Injury or Damage, and also to pay to the Trustees of the said River *Lea* Navigation the full Amount of all Loss or Damage which they may sustain or be put unto thereby; and in case, by reason of the Execution of any of the Powers of this Act, or of any such Injury or Damage as aforesaid, the said River shall be so interrupted or obstructed that the Navigation thereof shall be impeded or delayed, then that the said Company of Proprietors shall pay unto the said Trustees of the said River *Lea* Navigation the Sum of Thirty Pounds *per* Day as ascertained Damages for such Interruption, for each and every working Day that the Navigation of the said River shall be so impeded or delayed as aforesaid, and so long as the same shall continue; and in case the said Company of Proprietors shall not, on receiving Twenty-four Hours Notice in Writing from the said Trustees of the said River *Lea* Navigation, repair and make good, or begin and proceed with all due Despatch to repair and make good, such Damage and Injury, or to remove such Impediment or Obstruction, it shall be lawful for the said Trustees of the said River *Lea* Navigation, and they are hereby authorized and empowered, at the Expiration of such Notice, by themselves, their Agents, Servants, or Workmen, to repair and make good such Injury or Damage, or to remove such Impediment or Obstruction, doing as little Damage to the said intended Works as may be; and all the Expenses thereof, and also all the Damage, Loss, or Injury occasioned thereby, shall be repaid by the said Company of Proprietors to the said Trustees of the said River *Lea* Navigation; and in default of Payment thereof on Demand, the said Trustees of the River *Lea* Navigation shall and may sue for and recover the same against the said Company of Proprietors by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

For preventing Obstructions to the River.

LV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to take away, diminish, prejudice, alter, or interfere with any Right, Title, or Interest, or any of the Powers, Authorities, Privileges, or Jurisdictions vested in or enjoyed or exercised by the Trustees of the River *Lea* Navigation, or any of the

General Saving in favour of the River *Lea* Navigation.

the Rights, Privileges, or Advantages exercised or enjoyed by Persons navigating or using the said River or Navigation, save and except as far as the same are altered or affected by the Use of any Powers or Authorities given to the said Company of Proprietors by this Act; anything herein contained to the contrary notwithstanding.

Company to make Reservoirs above Old Ford Lock for supplying the Mills with Water.

LVI. And be it further enacted, That in order to prevent any Injury or Damage to the said River *Lea* Navigation, or to the Persons using the same, or to the Owners or Occupiers of certain Mills situate on the River *Lea*, and on the Streams of Water running therefrom, namely, Two Mills belonging to the Mayor and Commonalty and Citizens of the City of *London*, and Three other Mills called the *Three Mills*, in the Occupation of Messieurs *Vachell* and Company, the Four Mills in the Occupation of Messieurs *Currie* and Company, and Sir *Thomas D'Acre's* Mill, belonging to *Robert Richard Morley*, by or in consequence of the said Company of Proprietors taking Water from the said River *Lea* above *Old Ford Lock*, the said Company of Proprietors shall and they are hereby required, at their own Costs and Charges, to make, complete, and, so long as the said Company shall take Water from the said River *Lea* as aforesaid, maintain One or more Reservoir or Reservoirs as Compensation Reservoirs, with proper Cuts, Locks, Sluices, and other Works and Conveniences thereto, to communicate with the said River *Lea*, so as to receive Water from the said River *Lea*, and discharge the same into the said River during every Tide above the Point in the said River called the *City Mill Point*, in order fully to compensate for the Water which shall be taken by the said Company as aforesaid, except as herein-after mentioned.

The Reservoirs to contain as much Water as the Works will require in Twelve Hours, with proper Entrances, &c. for supplying and emptying the Reservoirs.

LVII. And be it further enacted, That the said Compensation Reservoir or Reservoirs shall be of such Dimensions as that their Cubic Contents, estimated at a Depth equal to the perpendicular Space measured from Low to High Water Mark of an average Neap Tide in the River *Lea* (such Depth or perpendicular Space to be taken and ascertained not lower than the Point in the said River called the *City Mill Point*), shall be at all Times at least equal to the whole average Quantity of Water taken or to be taken during Twelve Hours from the said River *Lea* between *Old Ford Lock* and *Lea Bridge Mills*, and also to the average Quantity of Water over and above Seven hundred and fifty Tuns taken or to be taken during the like Period from the said River at or above *Lea Bridge Mills*, in the event of the said Company of Proprietors being herein-after entitled, by Purchase or otherwise, so to take the same; and that the Bottom of the said Reservoir or Reservoirs shall be made and continued upon as low a Level as the lowest Ebb of a Spring Tide at the said *City Mill Point*, and the Cuts or Entrances into the same shall be made in such Manner that the Water in such Reservoir or Reservoirs shall rise to the Level of High Water of every Tide, and that the Works or Contrivances for emptying the same shall cause the Water to run out into the said River *Lea* down to the Level of Low Water of every following Tide, at a Point above the said *City Mill Point*, and at such Period as shall, in the Judgment of an Engineer, to be appointed by the said Trustees of the said River *Lea* Navigation and



and the Occupiers of the said several Mills, be most advantageous for the Purposes aforesaid.

LVIII. And be it further enacted, That no Water shall be taken or received from the said River *Lea* between *Old Ford Lock* and *Lea Bridge Mills*, and no Water, over and above Seven hundred and fifty Tuns during every Twelve Hours, shall be taken or received from the said River at or above *Lea Bridge Mills*, in the event of the said Company or Proprietors being hereafter entitled, by Purchase or otherwise, so to take the same, until such Reservoir or Reservoirs, with proper Cuts and Works for allowing the Tide to flow into and for emptying the same as aforesaid, shall have been made and fully completed in the Manner aforesaid.

No Water to be taken until Reservoirs are completed.

LIX. And be it further enacted, That if at any Time or Times hereafter the said Company shall alter or extend their said Works, or in any way take or receive a greater Quantity of Water from the said River *Lea* above *Old Ford Lock* as aforesaid than shall have been compensated for as aforesaid, then and in every such Case they shall cause the Reservoir or Reservoirs to be made by them as aforesaid to be enlarged in Dimensions or increased in Number in proportion to the increased Quantity of Water which may be taken or received by reason of any such Alteration or Extension of the said Works, and shall not take any increased Quantity of Water from the said River until such enlarged or additional Reservoir or Reservoirs and Works shall have been made and completed.

No increased Quantity of Water to be taken by any Alteration of the Works, unless Reservoirs be enlarged.

LX. And be it further enacted, That all the Costs and Expenses of making, maintaining, and repairing, filling and emptying, the said Compensation Reservoir or Reservoirs and Works, and all Expenses whatsoever relating thereto, shall be paid and borne by the said Company.

Costs of Reservoirs, &c. to be paid by the Company.

LXI. And be it further enacted, That in case the said Company shall take or receive any Water from the River *Lea* between *Old Ford Lock* and *Lea Bridge Mills*, or any Water at or above *Lea Bridge Mills* over and above Seven hundred and fifty Tuns during any Twelve Hours, in the event of the said Company of Proprietors being hereafter entitled, by Purchase or otherwise, so to take the same, before the said Reservoir or Reservoirs and Works shall have been completed as aforesaid, or shall take or receive during Twelve Hours a greater Quantity of Water from the said River *Lea* above *Old Ford Lock*, over and above Seven hundred and fifty Tuns to be taken in the event aforesaid, than shall flow into and be supplied out of such Compensation Reservoir or Reservoirs during the same Period, (unless in Cases when the Tide at High Water shall not rise to the Level of the average High Water of a Neap Tide at the Mouth of the said Reservoir or Reservoirs,) then and in such Case the said Company shall, for every Hour during which every such Offence shall be so committed, forfeit and pay to the Trustees for the Time being of the said River *Lea* Navigation, and also to the respective Owners or Occupiers of the said several Mills, the Sum of One Pound in respect of each of the said Mills, and in addition thereto shall make

Penalty on the Company if they take more Water from the River than the Reservoirs shall supply.

good and satisfy to the said Trustees, and to any Persons using the said Navigation, and to the respective Owners and Occupiers of the said Mills, all such Damage as they or any of them may have sustained in consequence of the Diminution in the Supply of Water for the Purposes of the same Navigation and Mills respectively.

Power to enter and view the Reservoirs and Works.

LXII. And be it further enacted, That it shall be lawful at all seasonable Times for the Engineer or Surveyor of the said Trustees of the River *Lea* Navigation, and for the Owners or Occupiers of the said several Mills, or their Engineer for the Time being, to enter into and upon and to go over all and every the Reservoir or Reservoirs and the Works of the said Company, for the Purpose of ascertaining and seeing whether the said Compensation Reservoir or Reservoirs are sufficient for the Purposes intended by this Act, and that he or they may at all Times have full Liberty to measure in any Way he or they may think best the Quantity of Water taken in by and let out of the said Compensation Reservoir or Reservoirs, and to compare the same with the Quantity of Water abstracted by the said Company from the said River,

Arbitration to be appointed in case of Dispute as to the Quantity of Water taken.

LXIII. And be it also enacted, That in order to settle and adjust, with as much Precision as may be necessary, the relative Quantities of Water taken by the said Company of Proprietors from the River *Lea*, and of Tidal Water let off and returned by them into the said River or Navigation from the Reservoir or Reservoirs to be constructed by them as aforesaid, in the event of any Dispute or Difference arising between them and the said Trustees, or any other of the said Parties interested therein, in relation thereto, the Works to be made or constructed by the said Company of Proprietors in pursuance of this Act shall in all Places where necessary be supplied with a Gauge or other Machine or Invention by which such relative Quantities may be fairly and correctly ascertained; and any Question arising out of this Act in relation to the Water to be so taken and returned as aforesaid shall be referred to Engineers for the Time being of the respective Parties in difference; that is to say, to One Engineer appointed by the said Company, and One Engineer to be appointed by the Party or Parties in difference; and in case of the said Two Engineers not agreeing in Opinion, or neglecting to make any Award or Decision within One Month after every such Reference, then to an Umpire to be appointed by them by Writing under their Hands, which said Umpire shall and he is hereby expressly directed to make his Award and Decision within One Month next after the Question shall have been so referred to him; and further, that until such Award or Decision shall be made, and the said Company of Proprietors shall conform thereto by returning such a Quantity of Water, if any, as shall be ordered by the said Referees or their Umpire, into the said River *Lea* or Navigation, the Powers given by this Act of taking Water at *Lea Bridge Mills* aforesaid or elsewhere shall cease and be no longer in force, and shall not revive or come again into operation until such Award or Decision shall have been duly complied with.

LXIV. And

LXIV. And be it further enacted, That the said Company of Proprietors shall and they are hereby directed and required to make full Recompence, Compensation, and Satisfaction to the Owners and Occupiers of certain Water Mills, Messuages, Lands, and Hereditaments situate and lying on the said River *Lea* called *Rochholt Mills* otherwise *Temple Mills*, and the *Westham Abbey Mills*, from any Loss or Injury they may sustain by any Water being altogether or partially diverted from the said River, or from the Brook or Brooks, Stream or Streams, supplied therefrom; and in case of any Dispute or Difference respecting the Amount of any such Recompence or Satisfaction; the same shall be settled and ascertained by a Jury in the Manner hereby directed for ascertaining the Value of Lands to be purchased for the Purposes of this Act.

Compensation to Owners and Occupiers of Rochholt Mills and Abbey Mills.

LXV. And whereas there is a Barrier Bank on the Lands on the East Side of the *Hackney Cut*, to prevent the Water in Times of Flood from passing into and over the Lands or Grounds which lie between the said Bank and the River *Lea*, which Bank will be endangered by reason of the narrowing of the Space between the said Barrier Bank and *Hackney Cut* in making the Canal or Feeder hereby authorized to be made: Be it therefore enacted, That the said Company of Proprietors shall, as soon as that Part of the Canal or Feeder hereby authorized to be made which is opposite to or in a parallel Line with the said Barrier Bank is completed, at their own proper Costs and Charges, raise, widen, and strengthen the said Barrier Bank One Third wider and One Third higher than at present, to the Satisfaction of *Joseph Steevens*, the present Engineer of the said Company of Proprietors, or the Engineer of the said Company of Proprietors for the Time being, and *James Dean*, the present Engineer of the Proprietors of the Land where the said Barrier Bank is situate, or the Engineer of the said Proprietors for the Time being, shall agree upon and direct; and if they the said Two Engineers should differ thereon, then in such Manner as *James Walker* of *Limehouse*, Engineer, shall direct; with Power for the said Two first-mentioned Engineers to appoint another Engineer, if they shall think fit, in the Room, Place, or Stead of the said *James Walker*; and the said Barrier Bank so raised, widened, and strengthened shall for ever thereafter be well and effectually repaired, upheld, supported, maintained, and kept up by the said Proprietors of the Land where the said Barrier Bank is situate, to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors; and the Cost and Expense thereof shall from Time to Time be paid and defrayed by and between the said Company of Proprietors and the said Proprietors of Land in equal Moieties; and in case the said Proprietors of Land shall in the first instance pay the whole of such Expense, they shall be entitled to recover from the said Company of Proprietors One Moiety or equal Half Part thereof by Action of Debt or on the Case in either of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

For preserving the Barrier Bank.

LXVI. And whereas in making the Canal or Feeder, and other Works hereby authorized to be made it will be necessary to destroy the Back Drains belonging to the Lands on the East Side of the *Hackney*

For Drainage of the Lands on East Side of Hackney Cut.

*Hackney Cut*: Be it therefore further enacted, That the said Company of Proprietors shall for ever hereafter, at their own proper Costs and Charges, make, support, and maintain proper and sufficient Culverts and Drains for well and sufficiently draining the Lands on the East Side of *Hackney Cut*, equally convenient as the Drains now in use for that Purpose, and which said Culverts and Drains shall for ever hereafter be repaired, supported, maintained, and kept up to the Satisfaction of the Proprietors of the Lands, or their Engineer for the Time being.

Main of Pipes in London Field to be continued till required to be removed.

LXVII. And whereas the said Company of Proprietors did some Years since cause a Main of Iron Pipes, of Eighteen Inches internal Diameter, to be sunk and laid down from their Works at *Old Ford* towards *Bethnal Green* in the County of *Middlesex*, and extending for the Length of Two hundred and fifty-nine Yards, or thereabouts, in a diagonal Direction, along and under a certain Field called *London Field*, in the said Parish of *Saint Mary Stratford Bow*, now belonging to Mrs. *Helena Shaw Lefevre*, and in the Occupation of *Michael Scales*: Be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, and their Successors, to continue the said Main of Pipes in the said diagonal Direction in the said Field called *London Field*, and to have, use, and enjoy the same for the Purposes of the said Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, and of this Act, from Time to Time and at all Times, until they the said Company of Proprietors shall be required to take up and remove the same in manner in this Act mentioned.

Company to pay Rent of 2l. to Mrs. Lefevre.

LXVIII. And be it further enacted, That the said Company of Proprietors and their Successors shall pay unto the said *Helena Shaw Lefevre*, her Heirs or Assigns, and other the Owner or Owners of the said Field called *London Field*, from Time to Time and at all Times for ever hereafter, so long as the said Pipes shall remain in their present diagonal Direction in the said Field called *London Field*, the annual Rent or Sum of Two Pounds, to commence and be computed from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-nine, and the First Payment of such Rent to be made on the Twenty-ninth Day of *September* One thousand eight hundred and thirty, and the same Rent to be recovered by Distress and Sale of the Goods and Chattels of the said Company, or by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit.

Company to remove Pipes when required.

LXIX. Provided always, and be it further enacted, That if the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Close called *London Field*, shall at any Time after the passing of this Act be desirous of having the said Pipes removed from their present diagonal Direction in the said Field called *London Field*, and shall give Twelve Months Notice in Writing of such his, her, or their Desire to the Clerk of the said Company, then and in that Case the said Company of Proprietors shall at their own Costs and Charges, at or before the Time to be specified in such Notice, take up and remove the said Pipes from their  
present

present Situation, and relay the same along and under the Lands of the said *Helena Shaw Lefevre* in a Line with the Footpath now extending from *Bearbinder Lane*, in the Direction of *Old Ford*, to the Point at which the Footpath leading from *Bow* towards *Bethnal Green* crosses the said first-mentioned Footpath, or within Ten Yards thereof, as the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Field called *London Field*, shall direct and appoint, so that the Turning or Angle of the said Pipes at *Bearbinder Lane*, and at the Point at which the said Paths cross each other, shall be the Fourth Part of a Circle having a Radius of Twenty Feet.

LXX. And be it further enacted, That the said Company of Proprietors and their Successors shall have free Access to the Main of Pipes in their present Situation, and after the same shall be removed in pursuance of this Act, at all Times, to relay, repair, amend, and maintain the same, and to open the Soil for the said Purposes or any or either of them, they the said Company of Proprietors, and their Successors, Agents, Workmen, and Servants, doing as little Injury or Damage thereby as may be, and making full Satisfaction for all Damages and Injuries thereby occasioned, such Damages and Injuries to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit.

Power to repair Pipes, making Compensation for Injuries.

LXXI. And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to take up and remove the said Pipes within the Space of Thirty Days next after the Expiration of the Notice to be given to them for that Purpose in manner by this Act directed, it shall and may be lawful to and for the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Field called *London Field*, to take up and remove the said Pipes, and to sell and dispose of the same and every or any of them, and by and out of the Money arising from such Sale pay and discharge the Costs and Expenses of taking up and removing such Pipes, and also the Costs and Charges of such Sale, and all other Expenses incident or relating thereto, rendering the Overplus, if any, to the said Company of Proprietors; or the Costs, Charges, and Expenses of taking up and removing the said Pipes shall and may be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit, at the Option of the said *Helena Shaw Lefevre*, her Heirs or Assigns, or other the Owner or Owners of the said Close called *London Field*, as aforesaid.

If Company refuse to remove Pipes, Owner of Land may do so.

LXXII. And be it further enacted, That the said Company of Proprietors and their Successors shall make full Satisfaction for all Damage and Injury which shall or may be occasioned to the Lands or Grounds through which the Pipes of the Company now are or hereafter shall or may be passed or laid, and to all other Lands and Grounds whatsoever, by reason of the breaking or bursting of any such Pipe or Pipes, or the Leakage or overflowing of the Water of the said Company, into, upon, through, or over the same Lands or

Compensation to be made for Injury by bursting, Leakage, or otherwise.

[Local.]

31 U

Grounds,

Grounds, or otherwise howsoever, such Costs and Charges to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit.

For provid-  
ing Bridges  
in the  
Marshes.

LXXIII. And be it further enacted, That the said Company of Proprietors shall erect and keep in repair Five Bridges over the proposed Feeder or Aqueduct passing through *Hackney Marshes*, at such Places as there are now Bridges over the Navigable Cut, namely, at *Lea Bridge Mills*, *Cow Bridge*, *Lock Bridge*, *Homerton Bridge* and *Wick Bridge*.

For pre-  
serving the  
Drainage of  
*Hackney*  
Marshes.

LXXIV. And whereas the present Drainage of *Hackney Marshes* is by a Ditch or Sewer running alongside the Towing Path belonging to the Navigable Cut, and which Ditch or Sewer the said Feeder or Aqueduct will destroy: Be it therefore further enacted, That the said Company of Proprietors shall make and maintain a good and sufficient Ditch or Sewer all along the East Side of the said Feeder or Aqueduct, with a proper Culvert under the Feeder at *White Post Bridge*, with proper Trunks or Drains under the several Roads leading over the several Bridges, so that the said Lands called *Hackney Marshes* may be drained as effectually as they are at present; all which said Bridges, Roads, Ditches, Drains, Trunks, and Culverts, as far as regards and affects the Lammas Lands of the Manor of *Hackney*, shall be erected and made to the Satisfaction of the Six Copyholders annually appointed by the Court Baron to superintend the Commons within the said Manor.

Ways into  
the Marshes  
to be pre-  
served.

LXXV. And be it further enacted, That nothing in this Act contained shall enable the said Company to stop up or divert the present Road or Way near *Lea Bridge Mills* for the Passage of Cattle and Carriages into the said Marsh Lands along or near to the Bank of the Canal or Cut of the River *Lea* Navigation, or the present Road or Way along the Bank of the ancient Stream of the River *Lea*, or any other Road or Way or Roads or Ways leading in the said Marshes or Marsh Lands; and the said Company shall and they are hereby required to make and keep a good and sufficient Road or Roads from the said Mills into the said Marshes, along or near to the Bank of the Canal or Cut of the River *Lea* Navigation, and the Bank of the ancient Stream of the River *Lea*.

Bridges to  
be made to  
lead to the  
Lands herein  
described.

LXXVI. And be it further enacted, That the said Company of Proprietors shall, at their own Costs and Charges, make, erect, set up, and complete, and from Time to Time for ever hereafter maintain and support, Four good and sufficient Carriage Bridges across the said intended Canal or Feeder and Back Drain; Two of which Bridges shall be so placed as to lead to the Lands of *Helena Shaw Lefevre*, in the Occupation of *Alice Hunter* or her Under-tenants, in the Manner she the said *Helena Shaw Lefevre*, or the Owner or Owners of the said Lands for the Time being, shall require; and the remaining Two Bridges shall be placed, One on the Land of *John Ismay* Esquire, and the other on the Land of *Gilbee*, in the Occupation of *John Marsh*: Provided always, that in placing the several Bridges to be constructed in pursuance of this Act, no Injury shall be done either to  
the

the Canal or Towing Paths of the River *Lea* Navigation, neither shall the said Canal or Towing Paths be in any Way or Manner interfered with or prejudiced thereby, but that the Towing Paths shall be protected and the said Bridges placed to the Satisfaction of the Engineer for the Time being of the Trustees of the said River *Lea* Navigation.

LXXVII. And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to make the several Bridges, Culverts, and Drains hereby directed to be made, or after the same shall respectively be made and completed, shall neglect or refuse to maintain and support the same, for the Space of Thirty Days next after Notice shall have been given to the Clerk of the said Company by or on behalf of the Owner or Occupier, Owners or Occupiers of any Lands or Hereditaments, who shall find himself, herself, or themselves aggrieved by any such Neglect or Refusal, then and in every such Case it shall and may be lawful for every or any of the said Owners or Occupiers to make, erect, and set up or repair such Bridges, Culverts, and Drains, from Time to Time, as Occasion shall require; and all the reasonable Costs and Charges thereof shall be repaid to the respective Owners or Occupiers of the said Lands, Grounds, or other Hereditaments as aforesaid, by the said Company of Proprietors; and upon Refusal or Neglect of the said Company to pay the said Costs and Charges for the Space of Ten Days after Demand thereof made upon the said Company of Proprietors or their Clerk, such Costs and Charges shall and may be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit.

If Company do not make Bridges, &c. Landowners may do it at Company's Expense.

LXXVIII. And be it further enacted, That the said Company of Proprietors or their Directors, or such Person or Persons as they shall for that Purpose order, direct, or appoint, is and are hereby authorized and empowered to contract and agree with any Body Politic, Corporate, or Collegiate, or any Person or Persons, being Owner or Owners, Occupier or Occupiers of or interested in any Lands, Tenements, or Hereditaments, and willing to sell or let the same, for the Purchase or Rent thereof, or of all and every or any such Part or Parts thereof, as may be wanted for the Purposes of the said recited Acts and this Act, or with any Person or Persons for making the said Waterworks, Reservoirs, Cuts, Canals, Aqueducts, Tunnels, and other Works by the said recited Acts and this Act authorized to be made or done by the said Company of Proprietors or their Directors, or any Part or Parts thereof, or for the Purchase or Delivery of Goods or other Materials to be used therein, in such Manner, and for such Sum or Sums of Money, and under such Regulations and Restrictions, as the said Company of Proprietors or their Directors, or the Person or Persons so appointed by them, shall think proper; and all Contracts in Writing for any of the Purposes aforesaid, signed by any Two or more of the said Directors, or by such Person as they shall appoint on behalf of the said Company of Proprietors, or other the Parties thereto, shall be binding upon the said Company and all other the Parties thereto, and their respective Successors, Heirs, Executors, or Administrators; and that Actions and Suits may be maintained thereon, and Costs recovered against the said Company of Proprietors or other the Parties failing in the Execution thereof, notwithstanding the

Company empowered to make Contracts.

the Common Seal of the Company may not have been affixed to such Order, Direction, or Appointment, Contract or Agreement.

Table of Rates according to which Water is to be supplied by the Company.

LXXIX. Provided always, and be it further enacted, That the said Company shall be obliged, by the 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 of 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 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 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 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 either according to the actual Amount of the Rent, or according to the annual Value of the same: 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.

Penalty for not supplying Water to Inhabitants.

LXXX. And be it further enacted, That in case the said Company of Proprietors shall wilfully and wrongfully neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Square, Place, Street, or Lane where the Pipes of the said Company of Proprietors shall or may be laid, with Water for  
the



the Use of his or her Family at the Rate aforesaid, for the Space of Seven Days after Demand in Writing shall have been made by such Inhabitant to the said Company of Proprietors 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 Rate, not exceeding Six Months in the whole, which shall or may be due for the Supply of such Premises, the said Company of Proprietors shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, (in case the said Company of Proprietors at the Time of such Demand and Tender being made can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company of Proprietors, but not otherwise,) to be levied and recovered, by virtue of a Warrant under the Hands and Seals of any of His Majesty's Justices of the Peace acting for the County, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, and also the further Sum of Twenty Shillings for every Day the said Company of Proprietors shall continue to neglect or refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

LXXXI. And be it further enacted, That all and every the Pipes and other Conduits to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Square, Street, Lane, Highway, Passage, or public Place within the Limits of this or the said recited Acts, shall be laid at the greatest practicable Distance, and whenever the Width of the Carriageway will allow thereof at the Distance of Four Feet at least as well from the nearest Part of any Water Pipe already laid down or hereafter to be laid down by or by the Order of the said Company of Proprietors for the Time being for the Conveyance of Water in, under, through, along, across, or round any of the said Streets, Lanes, Highways, Passages, or public Places, except where it shall be unavoidably necessary to lay the Pipes for the Conveyance of Gas across any Water Pipes, in which Cases the said Pipes for the Conveyance of Gas shall be laid over and above such Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle; and that in such Cases the said Pipes for the Conveyance of Gas so crossing the said Water Pipes shall be at least Nine Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Four Feet at least; and that in laying down the said Gas Pipes the Body Politic or Corporate, Contractor or Contractors, Person or Persons, to whom the same shall belong, shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and also make and keep all and every such Pipes, and all Pipes communicating or connecting therewith, and all the Screws, Joints, Sockets, Inlets, Apertures, or Openings therein respectively, Air-tight, and in all and every respect prevent the said Gas from escaping therefrom and from any Part thereof, upon pain of forfeiting for every such Offence the Sum of Five Pounds, to be paid to the Informer, or to the Person or Persons who, in the Judgment of

Gas Pipes to be laid Four Feet from Water Pipes, and in a particular Manner.

[Local.]

31 X

the

the Justice or Justices before whom the Conviction shall take place shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

For prevent-  
ing the  
Escape of  
Gas.

LXXXII. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be placed, laid down, or set up by such Body Politic or Corporate, or Contractor or Contractors, or other Person or Persons as aforesaid, then and in every such Case they or he shall, at their or his own Expense, immediately after receiving Notice by Parol or in Writing, to be left or given at their Office or usual Place of transacting their Business, from the Clerk to the said Company of Proprietors, or any Inhabitant or Resident within the Limits of this or the said recited Acts, of any such Escape of Gas, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from so escaping; and in case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, within Twenty-four Hours after such Notice by Parol or in Writing being given in manner as last aforesaid of any such Escape of Gas, shall not effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the same Body Politic or Corporate, or Contractor or Contractors, or other Person or Persons, shall for every such Offence forfeit and pay the Sum of Five Pounds for each and every Day, after the Expiration of Twenty-four Hours from the Time of giving any such Notice as aforesaid, during which the Gas shall be suffered to escape as aforesaid; which Penalty shall be from Time to Time recovered in a summary Way, on the Oath or Affirmation of One or more credible Witness or Witnesses, before One or more Justice or Justices of the Peace for the said County, and shall and may be recovered, with all reasonable Charges, (which such Justice is hereby required to allow to the Complainant,) by Distress and Sale of the Goods and Chattels of such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, by the Warrant of any such Justice or Justices of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as are by the said recited Acts, or this Act directed with regard to other Penalties.

Penalty for  
conveying  
Washings of  
Gas into  
any River,  
Stream, &c.

LXXXIII. And be it further enacted, That if any Body Politic or Corporate, or any Contractor or Contractors, or any other Person or Persons whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the Limits of the said recited Acts or of this Act, for lighting any Street, Highway, or Place, or any House, Manufactory, or other Building therein, shall at any Time drain or convey, or cause or suffer to be drained or conveyed, or to run or flow, any Washings, or other waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in or by the said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or to do or cause to be done any Annoyance, Act, or other Thing to the

Water

Water contained in such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be spoiled, fouled, or corrupted, then and in each and every such Case such Body Politic or Corporate, Contractor or Contractors, or other Person or Persons, shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlance, shall be allowed; and the whole of such Penalty shall be paid to the Person or Persons who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased or determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for or recovered or not, in case of any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any River, Brook, or running Stream, Canal, or Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person or Persons to whom the same shall belong, or by any other Person or Persons whomsoever, to such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, and they or he shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, Matter, or Thing from being done as aforesaid, then and in every such Case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, so offending shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done as aforesaid; and such last-mentioned Penalty shall and may be recovered, levied, and applied in such and the like Manner as any other Penalty or Forfeiture is in and by the said recited Acts or by this Act directed to be recovered, levied, and applied, and shall be paid to the Informer, or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by such Act so done or committed.

To prevent  
the Contami-  
nation of  
Water, &c.

LXXXIV. And be it further enacted, That whenever the Water of the said Company of Proprietors shall be contaminated or affected by the Gas of any Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, making, furnishing, or supplying Gas as aforesaid, such Body Politic or Corporate, or Contractor or Contractors, or the Person or Persons, so offending, shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the Company of Proprietors affected thereby; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, that then and in every such Case the Body Politic or Corporate, Contractor or Contractors, or any Person or Persons, making, furnishing, or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by the Manager or Chief Clerk for the Time being of the said Company of Proprietors, to be left at the usual Office or Place of transacting Business of the Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from the Works, Mains, or Pipes, or contaminating or affecting such Water; and in case any such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, shall not, within Twenty-four Hours after each and every such Notice so left as last aforesaid, effectually stop and prevent Gas from escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then and in every such Case the said Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying with Gas, shall on each and every such Complaint whereof Notice shall be given as aforesaid forfeit and pay to the Treasurer for the Time being of the said Company of Proprietors so affected, for the Use and Benefit of the same Proprietors, over and above the before-mentioned Penalty of Twenty Pounds, the Sum of Ten Shillings for each and every Day during which the Water of the said Company of Proprietors shall be and remain contaminated, tainted, or affected by such Gas; and in default of Payment thereof as aforesaid, such Penalty and Penalties shall and may be recovered by Information, to be exhibited, on the Oath or Affirmation of One credible Witness, by and in the Name of the Treasurer of the same Company of Proprietors, before any Justice of the Peace for the County, with Costs, to be assessed by such Justice, and to be levied and recovered as any other Penalty is by the said Acts or by this Act directed to be levied and recovered; and such Penalty or Penalties and Costs, when so levied, shall be paid to the Treasurer for the Time being of the said Company of Proprietors.

For ascer-  
taining if  
the Water is  
contami-  
nated.

LXXXV. And whereas it may be or become a Question upon such Complaint as aforesaid whether the said Water be contaminated or affected by the said Gas: Be it therefore enacted, That in every such Case it shall and may be lawful to and for the said Company of Proprietors to dig to and about and search and examine the Mains,  
Pipes,

Pipes, Conduits, and Apparatus of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, supplying, or furnishing Gas, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, whose Mains, Pipes, Conduits, and Apparatus, or any of them, are so dug to and examined; and if it shall appear that the said Water has been contaminated by any Escape of such last-mentioned Gas, the Costs and Expenses of the said Digging, Search, Examination, and Repair of the Pavement of the Street or Streets which shall be taken up or disturbed shall be borne and paid by the said last-mentioned Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending; which Costs and Expenses shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of the said recited Acts or by this Act: Provided always, that if upon Examination it shall appear that such Contamination has not arisen from the Escape of Gas from any of the Mains, Pipes, or Conduits so dug or examined as aforesaid, then and in such Case the said Company of Proprietors shall bear and pay all the Costs and Expenses of such Examination, Repair, and Search, and shall also make good to the same Body Politic or Corporate, Contractor or Contractors, or Person or Persons, whose Mains, Pipes, Conduits, or Apparatus, or any of them, are so dug to be searched and examined, all Loss, Injury, or Damage which may be thereby occasioned to them in and by such Search and Examination, and also to the Pavements of the said Streets so broken or disturbed in such Search or Examination, the Amount of such respective Loss, Injury, or Damage to be ascertained and determined by such Justice or Justices as aforesaid.

LXXXVI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and all Proceedings under the said Acts of the Forty-seventh and Forty-eighth Years of the Reign of His said late Majesty King *George* the Third, and this Act, touching any Claim for Compensation against or for or on behalf of the said Company of Proprietors, and also in all Prosecutions commenced and instituted by or on behalf of the said Company, and all Arbitrations, References, or other Proceedings arising out of any such Actions, Suits, or Proceedings, it shall be lawful for the Clerk to the said Company, with the Approbation of the said Directors or any Two of them, in his own Name, for and on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Release or Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from all or any Claims or Demands which may be necessary to be released by the said Company to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, and also to do, with the Approbation aforesaid, any other Act, Matter, or Thing in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings,

Clerk to the Company may grant Releases to Witnesses.

Proceedings, which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceedings; and every such Release, Act, Matter, and Thing respectively shall be as valid and effectual, to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Proceedings at Law or in Equity not to be affected.

LXXXVII. And be it further enacted, That nothing herein contained shall be taken or construed to extend to prejudice or affect any Proceedings at Law or in Equity now pending, or which may hereafter be instituted, for any Cause of Action existing at or before the Time of the passing of this Act.

Justices may proceed by Summons in the Recovery of Penalties.

LXXXVIII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before a Justice of the Peace, it shall and may be lawful for any Justice of the Peace to whom Complaint shall be made of any Offence against this Act to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing was exhibited.

Remedy in case of Non-payment of Compensation for Damages, &c.

LXXXIX. And be it further enacted, That when and so often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace, in pursuance of the Directions of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury, of any Nature or Kind whatsoever, done or committed by the said Company, or any Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within Five Days after Demand in Writing shall have been made from the Clerk to the said Company or their Treasurer, in pursuance of the Directions or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant under his Hand and Seal or their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for any Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expenses of hearing and determining the Matter in dispute, and also the Costs and Expenses of such Distress and Sale, then and in such

such Case such Overplus shall be returned, on Demand, to the said Company of Proprietors, or their Treasurer for the Time being, as the Case may be: Provided always, that it shall and may be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expenses as he shall have sustained or been put unto by virtue of any such Warrant as aforesaid.

XC. And be it further enacted, That in all Cases wherein it may be necessary or requisite for any Person or Persons, Party or Parties, to serve any Notice or Notices, or any Writ or Writs, or other legal Proceedings, upon the said Company, Service thereof respectively upon any One of the Directors of the said Company, or left at his last or usual Place of Abode, or upon the Clerk of the said Company, or left at the Office of such Clerk, or at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any other Agent of or Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

What shall be good Service of Notices and Process upon the Company.

XCI. And be it further enacted, That where by this Act any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty or Penalties, for any Offence or Offences, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled, ascertained, and determined by the Justice or Justices of the Peace by or before whom any Offender shall be convicted of any such Offence or Offences, who is and are hereby authorized and required, on Non-payment thereof, to levy such Damages or Charges by Distress and Sale of the Offender's Goods and Chattels, in manner directed by this Act for the levying of any Penalties or Forfeitures; and the Money so levied or recovered shall be paid to the said Company, or other Person or Persons sustaining such Damage or Injury.

Damages and Charges, in case of Dispute, to be settled by Justices.

XCII. Provided always, and be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall be subject or liable to the Payment of any Penalty or Forfeiture imposed by this Act for any Offence or Offences against the same, herein-before made cognizable before any Justice or Justices of the Peace, unless Information respecting such Offence or Offences shall have been lodged before some Justice or Justices of the Peace within Three Calendar Months next after the committing of such Offence or Offences.

Information to be lodged within Three Calendar Months.

XCIII. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences, Matters, and Things in this Act mentioned, (the Manner of levying and recovering whereof is not hereby particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of One or more Justice or Justices of the Peace of the County of *Middlesex*; and any such Justice and Justices is and are hereby authorized and empowered,

Mode of recovering Fines and Forfeitures.

empowered, on Complaint to him or them for that Purpose exhibited, to hear and determine of and concerning such Offences, Matters, and Things, and to fix and mitigate the said Penalties and Forfeitures according to his or their Discretion, and the Provisions in that respect herein-before contained; and such Justice or Justices is and are hereby authorized and empowered to convict the Offender or Offenders upon Information by the Oath or Affirmation of any Person or Persons (which Oath or Affirmation such Justice or Justices is and are hereby authorized to administer), or on the Confession of the Party offending; and in default of Payment of such Penalties and Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, rendering the Overplus (if any), on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted); and in case sufficient Distress cannot be found, or such Penalties and Forfeitures shall not be forthwith paid upon Conviction, then it shall be lawful for such Justice or Justices to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice or Justices, for his, her, or their Appearance before him or them on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Three Days from the Time of taking any such Security, and which Security the said Justice or Justices is or are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant or Warrants it shall appear that sufficient Distress cannot be found, and such Penalties and Forfeitures shall not be paid, or in case it shall appear, to the Satisfaction of any such Justice or Justices, upon the Confession of the Offender or Offenders or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Costs, and Expenses could be levied if a Warrant of Distress were issued, such Justice or Justices shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for any such Justice or Justices of the Peace, and he or they is and are hereby authorized and required, by Warrant under his Hand and Seal or their Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction for any Time not exceeding Three Calendar Months, unless such Penalties or Forfeitures, Costs and Expenses, shall be sooner paid and satisfied; and One Moiety of such Penalties or Forfeitures shall be paid to the Informer, and the other Moiety thereof shall be paid to the said Company.

Reservation  
of the Com-  
pany's Rights  
under former  
Acts, except  
where re-  
pealed by  
this Act.

XCIV. Provided always, and be it further enacted, That nothing in this Act contained for the Protection of the said River *Lea* Navigation, or of the Owners or Occupiers of any of the Mills upon the said River or the Streams of Water running therefrom, shall extend to repeal or limit any of the Powers or Authorities, Privileges or Exemptions, vested in or granted or reserved to the said Company of Proprietors by the several Acts heretofore made and passed for the  
Regulation



Regulation of the *Westham* Waterworks, or of the *East London* Waterworks, or of the ascertaining and improving the Navigation of the River *Lea*; but all such Powers and Authorities, Privileges, Exemptions, and Reservations (except as far as the same are varied by this Act) shall be and remain in full Force and Effect, and be available for the Benefit of the said Company of Proprietors, in the same Manner to all Intents and Purposes as if this Act had not passed.

XCV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be 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 Limits of *Poplar* and *Blackwall* in the 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 passed.

Saving Rights of the Commissioners of Sewers for Poplar and Blackwall.

XCVI. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend to prejudice, diminish, or affect any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits of the *Tower Hamlets* in the 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.

Saving Rights of the Commissioners of Sewers for the Tower Hamlets.

XCVII. 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 Limits of the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *Eastham*, *Westham*, *Leyton*, *Walthamstow*, *Bromley*, and *Eastmarsh*, and the respective Borders and Confines thereof, as the same is and are respectively standing, lying, running, and being in the respective Counties of *Essex*, *Middlesex*, and *Kent*, 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.

Saving Rights of the Commissioners of Sewers for Essex.

XCVIII. Saving also to the Lord of the Manor of *Hackney*, and to the Owners and Occupiers for the Time being of the *Lea Bridge* Mills and Waterworks, his and their respective Heirs, Executors, Administrators, and Assigns, whether Bodies Corporate or Sole, or others, all Rights and Privileges in the Water of the River *Lea* which they or either of them have at the Time of passing this Act.

Saving Rights of Lord of the Manor of Hackney and others.

XCIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Trustees for executing an Act passed in the Ninth Year of the Reign of His said present Majesty, intituled *An Act for more effectually repairing and improving the several Roads called the Cannon Street Roads, the Commercial Road, the Horseferry Branch of Road, the East India Dock Road, the Barking Road, and the Shadwell and Mile End Branch of Road, in the Counties of*

Saving Rights of the Trustees of the Commercial Road.

Middlesex and Essex ; and for laying down a Stoneway on the said Commercial, East India Dock, and Barking Roads, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Public Act.

C. 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.

The SCHEDULE to which this Act refers.

Description of Property.	Owners.	Occupiers.	No. on Plan.
Road and Towing Path -	{ Trustees of the Lea } Navigation and John Killick - - - }	{ Trustees of the Lea } Navigation and John Killick - - - }	48
Lea Bridge Mill Head -	{ William George } Daniel Tyson - - }	John Killick - - -	49
Road to the Lea Bridge Mill and Marshes -	{ Trustees of the Lea } Navigation - - - }	Same - - -	50
Towing Path - - -	Same - - - - {	{ Trustees of the Lea } Navigation - - - }	51

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