



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxlix.

An Act for authorizing the *East London Waterworks Company* to make and maintain Works in connexion with their present Waterworks; and to raise further Monies; and to make Arrangements with other Parties; and for other Purposes; and of which the Short Title is "*East London Waterworks (Powers) Act, 1867.*"
 [15th July 1867.]

WHEREAS the *East London Waterworks Company* (in this Act called "the Company") were incorporated by "The *East London Waterworks Act, 1807,*" by the Name of "the Company of Proprietors of the *East London Waterworks,*" and were authorized to make and maintain Waterworks, Aqueducts, Reservoirs, and other Works and Conveniences, and to supply the Inhabitants of a District on the Eastern Side of *London* with Water, and to take for the Supply Water from the River *Lea* below *Old Ford Lock*: And whereas the Company put that Act in execution and made Waterworks at or near to *Old Ford*, and other Works and Conveniences: And whereas the Acts following were afterwards passed with respect to the Company; (that is to say,)

47 G. 3.
Sess.2,
c. lxxii.

"The *East London Waterworks Act, 1808*:"

"The *East London Waterworks Act, 1829*:"

[*Local.*]

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And

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And whereas under the former of those Acts the Company purchased the *Shadwell and West Ham Waterworks*, and under the latter Act took for their Supply Water from the River *Lea* between *Lea Bridge Mills* and *Old Ford Lock* at a Point higher up the River than their First Point of Supply, and they made additional Reservoirs, Aqueducts, Works, and Conveniences : And whereas by "The *East London Waterworks Act (No. 2), 1852*," the recited Acts were repealed with the Exception of the Sections set forth in the reciting Act, and the Company were continued incorporated but by their present Name "the *East London Waterworks Company*:" And whereas "The *Metropolis Water Act, 1852*," was afterwards passed and affected the Company : And whereas by "The *East London Waterworks Act, 1853*," "The *East London Waterworks Act (No. 2), 1852*," was repealed (saving nevertheless the Sections saved by that Act), and the Company were continued and incorporated by their present Name, and the Limits for the Supply of Water by the Company were defined, and further Provision was made for the taking by the Company of Water from the River *Lea*, and the Company were authorized to make and maintain a Drain or Sewer (in this Act called "the *Intercepting Drain*") for the Purpose of intercepting and diverting Sewage from the River *Lea* above the Company's Point of Supply, and a Cut or Channel (in this Act called "the *Separating Cut*") and other Works for enabling them to take their Supply from the River *Lea* at *Tottenham Mill-tail* instead of immediately above *Lea Bridge Mills*, and being a Point higher up the River than their Second Point of Supply : And whereas "The *East London Waterworks (Extension) Act, 1854*," was afterwards passed with respect to the Company : And whereas "The *Lea Navigation Improvement Act, 1850*," and other Acts relating to the River *Lea*, and "The *River Lea Water Act, 1855*," respectively affect the Company : And whereas under "The *River Lea Water Act, 1855*," divers Provisions were made with reference to the Ownership and Control of the Waters of the River *Lea*, and the respective Rights of the *New River Company*, and the *River Lea Trustees*, and the Company in relation to them : And whereas the Capital of the Company stands as follows ; (that is to say,)

15 & 16 Vict.
c. 84.
(Public.)
16 & 17 Vict.
c. clxvi.

17 & 18 Vict.
c. lxxv.

13 & 14 Vict.
c. cix.

18 & 19 Vict.
c. cxcvi.

	£
Preferential Four <i>per Cent.</i> Stock	850
Ordinary Stock	974,150
Ordinary Shares	325,560
	£1,300,560

And whereas the Company have Authority to raise by Shares or by borrowing on Mortgage 99,440*l.*, making with their Capital already raised

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raised 1,400,000*l.*: And whereas the Company have no Mortgage Debt: And whereas a Bill has been introduced by the Company into Parliament in the present Session for authorizing the Company to obtain an additional Supply of Water from the River *Thames* near to *Sunbury*, and to make and maintain Works for the Purpose, and to raise the necessary Monies by Shares or Stock and by borrowing: And whereas the Company are willing and it is expedient that they be authorized to make and maintain the several Works by this Act authorized, and to acquire additional Lands, Waters, and Water Rights for the Purposes of their Undertaking: And whereas it is expedient that the Arrangements by this Act authorized between the Company on the one hand, and the Owners of River and Mill and Water Rights in the River *Lea* and the River *Stort* and their Tributaries respectively on the other hand, be authorized: And whereas it is expedient that the Company on the one hand, and the *New River* Company and the River *Lea* Trustees and the Undertakers of the *Stort* Navigation on the other hand, be respectively authorized to make and carry into effect Arrangements with respect to those Rivers and Tributaries respectively: And whereas it is expedient that Arrangements for Purposes of this Act between the Company on the one hand, and Her Majesty's Secretary of State for War, and the Metropolitan Board of Works, and other public Bodies, on the other hand, be authorized: And whereas it is expedient that the Company on the one hand, and the *New River* Company and the River *Lea* Trustees and each of them respectively on the other hand, be authorized by mutual Agreement to alter or rescind any Agreements now subsisting between them respectively: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas under the recited Acts, or some of them, the Company made Compensation Reservoirs for the Protection of the River *Lea* Navigation and of divers Mills on the River *Lea* below *Old Ford*, which Compensation Reservoirs, in pursuance of "The River *Lea* Navigation (Improvement) Act, 1860," have been conveyed by the Company to the River *Lea* Trustees, subject to the Liability of maintaining the same for the Purposes of the Mills to be thereby supplied with Water, and to a Right of Re-emption by the Company of the Site thereof in the event of the Cesser of that Liability: And whereas, having regard to the present Condition of Circumstances in respect of the Mills and Rights for the Protection whereof the Compensation Reservoirs were made, it is expedient that the Provisions by this Act made with reference to the Abandonment of the Compensation Reservoirs be made: And whereas it is expedient that other Provisions with respect to the Company be made: And whereas Plans and Sections of the Works by this Act authorized showing the Lines and Levels thereof, and the Plans showing also the Lands by this Act authorized to be taken by the Company, and Books of Reference to the Plans containing the
Names

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Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Middlesex* and *Essex*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. 1. This Act may for all Purposes be cited as "*East London Waterworks (Powers) Act, 1867.*"

8 & 9 Vict. cc. 16. & 18.,
10 & 11 Vict. c. 17.,
23 & 24 Vict. c. 106., and
26 & 27 Vict. cc. 93. & 118.
incorporated.

2. The Provisions following of "The Companies Clauses Consolidation Act, 1845," that is to say, with respect to—

- (a) The Distribution of the Capital of the Company into Shares;
- (b) The Transfer or Transmission of Shares;
- (c) The Payment of Subscriptions and the Means of enforcing the Payment of Calls;
- (d) The Forfeiture of Shares for Nonpayment of Calls;
- (e) The Remedies of Creditors of the Company against the Shareholders;
- (f) The borrowing of Money by the Company on Mortgage;
- (g) The Conversion of the borrowed Money into Capital;
- (h) The Consolidation of Shares into Stock;

And Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Waterworks Clauses Act, 1847," (except the Provisions thereof with respect to the Communication Pipes to be laid by the Undertakers, and except also Sections 35 and 36 of that Act,) and the Provisions with respect to the Security of Reservoirs constructed by the Undertakers of "The Waterworks Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expression "the Undertakers" in "The Waterworks Clauses Act, 1847," means and includes for the Purposes of this Act the Waterworks and Works connected therewith by this Act authorized to be maintained, and to be made and maintained respectively;

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respectively; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or in any Act in whole or in part incorporated with this Act, shall for the Purposes of this Act be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Words and Expressions following have the Meanings following, unless excluded by the Subject or Context; that is to say,

"The Company" means the *East London Waterworks Company* :

"The *New River Company*" means the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London* :

"The Intercepting Drain" means the Drain for intercepting Sewage which by "The *East London Waterworks Act, 1853*," they are authorized to make and maintain :

"The Separating Cut" means the Cut or Channel from *Tottenham Mill-tail* to the Company's Works below *Lea Bridge Mill* which by that Act of 1853 the Company are authorized to make and maintain :

"Premises" means and includes Buildings and Erections and Parts thereof respectively.

4. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for the Purposes of their Undertaking such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference, except the Lands respectively numbered on those Plans and in those Books of Reference 11, 12, 13, 14, 15, 16, 17, and 18, in the Parish of *Tottenham* (and in construing this Act the Expressions "the deposited Plans" and "deposited Books of Reference" shall be deemed not to include those excepted Lands), and such of the Springs, Streams, and Waters in those Lands or any of them, as they think fit, and where they think fit they may purchase, take, and use any Parts of or (by Agreement, but not otherwise) any Easements, Interests, or Rights (not being Easements or Rights of Water) in, out of, over, or affecting any of those Lands without taking the Lands or any other Part thereof, or any other Estate or Interest therein.

Power to
Company to
take Lands
compulsorily.

5. Subject to the Provisions of this Act, the Company from Time to Time may and shall maintain, and may and shall make and maintain, the Works and do the Things by this Act authorized, and so far as the Lines and Levels of the Works are shown on the deposited Plans and Sections respectively may make and maintain the Works in the Lines and in accordance with the Levels shown thereon, and in the Lands shown on the deposited Plans, and specified in the deposited Books of Reference.

Power to
Company to
make Works
authorized
by Act.

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Works
authorized
by Act.

6. The Works by this Act authorized to be maintained, extended, altered, and improved, and to be made and maintained respectively, and the Things by this Act authorized to be done by the Company, comprise the following Works and Things, with all such incidental Works and Conveniences as the Company think fit; that is to say,

- (A) A Reservoir or Reservoirs and Filtering Beds in Lands Part of *Leyton Marshes* situate in the Parishes of *Leyton* otherwise *Low Leyton* otherwise *Saint Mary Leyton*, and *Walthamstow* otherwise *Saint Mary Walthamstow*, both in the County of *Essex*;
- (B) Two several Conduits wholly in the Parish of *Leyton*, one commencing in the Company's Aqueduct on the Eastern Side of their Filtering Beds at *Lea Bridge*, and terminating in the Western Side of the Reservoir or Reservoirs (A), and the other commencing in or near to the South-western Corner of the Reservoir or Reservoirs (A), and terminating by a Junction with the Conduit running from the Company's Filtering Beds at *Lea Bridge to Old Ford*;
- (C) The Reservoirs, Tanks, Pumping Station, Conduits, and other Works made or partly made by the Company in the Parish of *Walthamstow* at or near to Buildings and Property called the *Copper Mill*;
- (D) A Reservoir or Reservoirs and Filtering Beds on Lands in the Parish of *Walthamstow* adjoining to the Southern Side of *Copper Mill Lane*;
- (E) A Reservoir or Reservoirs and Filtering Beds wholly in the Parish of *Walthamstow* on Lands adjoining or near to the Northern Side of *Ferry Lane*;
- (F) A Conduit or Aqueduct wholly in the Parish of *Walthamstow* for connecting the Reservoir or Reservoirs and Filtering Beds (D) with the Reservoirs (C), and commencing by a Junction with the Southern End of the existing Conduit on the Northern Side of *Copper Mill Lane*, and terminating on the Southern Side of *Copper Mill Lane*;
- (G) A Conduit or Aqueduct wholly in the Parish of *Walthamstow* also for connecting the Reservoir or Reservoirs and Filtering Beds (D) with the Reservoirs (C), and commencing in One of the Reservoirs (C), and terminating in or near to the Southern Side of *Copper Mill Lane*;
- (H) A Conduit or Aqueduct wholly in the Parish of *Walthamstow* commencing in the Reservoir or Reservoirs (D), and terminating in the Separating Cut;
- (I) A Conduit or Aqueduct wholly in the Parish of *Walthamstow* for connecting the Reservoir or Reservoirs and Filtering Beds (E) with the Reservoirs (C), and commencing at or near to the Northern Side of *Ferry Lane*, and terminating on the Southern Side of *Ferry Lane* in the Reservoirs (C);
- (J) A Conduit

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- (J) A Conduit or Aqueduct wholly in the Parish of *Walthamstow* also for connecting the Reservoir or Reservoirs and Filtering Beds (E) with the Reservoirs (C), and commencing at or near to the Northern Side of *Ferry Lane*, and terminating on the Southern Side of *Ferry Lane* in the Reservoirs (C);
- (M) A Conduit or Aqueduct wholly in the Parish of *Walthamstow*, commencing in *Copper Mill Stream* South-eastward of "*France Weir*," and terminating in the River *Lea* Southward of "*France Weir*;"
- (N) A Conduit or Aqueduct commencing in the Parish of *Walthamstow* to the Eastward of "*France Weir*" in or near to the Northern Extremity of the Reservoir or Reservoirs and Filtering Beds (E), and terminating in the Parish of *Chingford* in the County of *Essex*;
- (Na) In the several Conduits or Aqueducts aforesaid, whereby Water may flow from the River *Lea* into the Company's Reservoirs in the Parishes of *Leyton* and *Walthamstow* at some suitable Part of such Conduits, such Work as may be necessary to cut off or regulate from Time to Time the Flow of Water into such Reservoirs;
- (O) The cleansing, scouring, deepening, widening, protecting, and preserving of the River *Lea* from a Point Northward of *Flanders Weir* to the *Ferry Boat Inn* in the Parish of *Walthamstow*, and which Portion of the River *Lea* is in the Parishes of *Chingford* and *Walthamstow*, and of *Edmonton* and *Tottenham*, in the County of *Middlesex*, or some of them;
And generally,
- (P) In connexion with the Reservoirs, Conduits, and Works by this Act authorized respectively Approaches, Embankments, Wells, Tanks, Filtering Beds, Dams, Sluices, Outfalls, Channels, Conduits, Drains, Pipes, Engines, Works, and Conveniences for collecting, filtering, storing, and distributing Water.

7. The Company from Time to Time, for the Purposes of their Undertaking and in addition to the Capital which they are now authorized to raise, may raise by the Creation and Issue of new Shares or new Stock, whether preferential or ordinary, or both, any Sums not exceeding in the whole One hundred and sixty thousand Pounds.

Power to raise additional Capital by new Shares or Stock.

8. The Company shall not issue or register in the Name of any Person any Share or Stock under this Act, nor shall any Share or Stock vest in the Person accepting it, unless and until a Sum not being less than One Fifth of the Amount of the Share or Stock be paid in respect thereof.

Shares or Stock not to issue until One Fifth paid up.

9. One

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Calls.

9. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between the Times for Payment of successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls payable in any Year upon any Share.

Power to borrow on Mortgage.

10. The Company from Time to Time and at any Time after the passing of this Act may borrow on Mortgage, in addition to the Sum of Ninety-nine thousand four hundred and forty Pounds which they are now authorized to borrow, any Sums not exceeding One hundred thousand Pounds.

Arrears may be enforced by Appointment of a Receiver.

11. The Company's Mortgagees under this Act may enforce the Payment of the Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Interest or Principal, or Principal and Interest, the Amount of Principal owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds in the whole.

Debenture Stock.

12. The Company may create and issue Debenture Stock

Application of Monies raised under Act.

13. All Monies which the Company raise under this Act shall be applied for the Purposes of this Act for which the same are raised only.

Application of Monies generally.

14. The Company may apply for any of the Purposes of this Act any Monies which they are now authorized to raise and which are not appropriated for any specified Purpose, or which, if so appropriated are not required for that Purpose.

Power to Company to provide for Extinguishment of Rights as to Compensation Reservoirs.

15. The Company, by Agreement with the Parties interested in the Maintenance of the Compensation Reservoirs which by "The East London Waterworks Act, 1829," the Company were required to make and maintain, and which have been conveyed to the River *Lea* Trustees subject to a contingent Right of Re-emption by the Company, may acquire or obtain the Release and Extinguishment of all or any of the Rights connected therewith, or, if and where the Company fail to agree with any of the Parties interested with respect to their Rights connected with the Compensation Reservoirs, the Company may compulsorily purchase the Rights, or the Company may by Agreement purchase the Mill or other Property in respect of which the Rights are claimed, and for the Purposes of this Section the Word "Land" in "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively includes those Rights

16. If

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16. If and when all Rights of Millowners to require the Maintenance of the Compensation Reservoirs are released or extinguished or are vested in the Company, then all Obligation and Liability on the Part of the Company or the River *Lea* Trustees with respect to the Maintenance of the Compensation Reservoirs, or any Works connected therewith, are by this Act absolutely and for ever extinguished, and the Maintenance of the Compensation Reservoirs, and all Works connected therewith, may and, if and when the Company so require, shall be wholly abandoned, and the Company having first obtained the Reconveyance thereof from the River *Lea* Trustees may remove the Works thereof, and from Time to Time may lease, sell, or dispose of the Sites thereof.

Abandonment of Compensation Reservoirs.

17. The Company shall, to the Satisfaction of an Inspector to be appointed by the Board of Trade and within the respective Periods in this Section mentioned, do and abstain from doing the Acts and Things which they are severally by this Section bound to do and abstain from doing respectively, and shall to the like Satisfaction execute the Works in this Section mentioned; (that is to say,)

Provision for certain Works.

(1.) They shall, within Two Years after the passing of this Act, fill up with fit and sufficient Earth and Materials to the Level of the adjoining Land there the Southernmost of the Company's open Reservoirs situate on the Eastern Side of the River *Lea* at *Old Ford*, and shall abstain from using at any Time the same Reservoirs, or either of them, otherwise than for receiving into the Northernmost of those Reservoirs filtered Water overflowing from the Company's covered Reservoir situate on the Western Side of the River *Lea* at *Old Ford*;

(2.) They shall, within Two Years after the passing of this Act, fill up with fit and sufficient Earth and Materials to the Level of the adjoining Land there the Northernmost of their open Reservoirs at *Old Ford*, except a Part thereof not exceeding in Area One Acre which they may retain as an open Reservoir for receiving filtered Water so overflowing, and that Water shall not be in any Manner used for the Purpose of Supply, but shall be from Time to Time discharged into the River *Lea*;

(3.) Those open Reservoirs respectively shall at all Times remain and be wholly and efficiently cut off from Communication with the Company's covered Reservoir and other Works, except by any Channel which shall be so contrived with respect to Direction and Level as to allow of the Passage of Water overflowing from the covered Reservoir into the Northernmost open Reservoir, and as not to allow of Water passing from the open Reservoirs, or either of them, to the

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covered

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covered Reservoir, and any such excepted Channel shall not be used until the same has been approved by an Inspector appointed by the Board of Trade ;

- (4.) Within Six Months after the Company shall have completed for Use to the Extent of an Area of Six Acres the additional Filter Beds by this Act authorized, and not later than Three Years from the passing of this Act, the Company shall wholly abandon the Use of, and fill and stop up with fit and sufficient Earth and Materials, the Easternmost Portion of the Company's covered Reservoir at *Old Ford* (which Portion of Reservoir was heretofore a separate Reservoir), and shall also fill up with fit and sufficient Earth and Materials to the Level of a Line Four Feet above the Level of the now existing Bottom of the next mentioned Portion of Reservoir the Westernmost Portion of the Company's covered Reservoir at *Old Ford* (which Portion of Reservoir was heretofore a separate Reservoir), and they shall within the last-mentioned Period execute all necessary and proper Works for rendering the Westernmost Portion of Reservoir wholly Water-tight and free from Soakage or Leakage as a complete and independent Reservoir for the Reception of filtered Water, and for Use in connexion with the Company's Pumps for Distribution at *Old Ford* ;

- (5.) The Company's Canal which before the Completion of the Works authorized by their Act of 1853 was used for the Passage of Water from the River *Lea* at or near *Lea Bridge* to their Reservoirs at *Old Ford* shall for ever remain and be wholly and efficiently cut off from Communication with the Company's Works of Supply, and every or any of them ;

And if the Company violate, refuse, or neglect to comply with the several Duties and Obligations imposed on the Company by this Section, or any of them, the Company shall become liable to the Penalties mentioned in the 16th Section of the Metropolis Water Supply Act, 1852, in the same Manner and to the same Extent as if the same Duties and Obligations had been imposed on the Company by that Act.

Powers for compulsory Purchases limited.

18. The Company's Powers under this Act for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Power to purchase Lands, &c. by Agreement.

19. The Company from Time to Time by Agreement, and in addition to the Lands which they are authorized to purchase compulsorily, may purchase and take on Lease, or may acquire by way of Exchange, any Lands not exceeding Fifty Acres, and any Easements, Interests, or Rights (not being Easements or Rights of Water) in, out of, over,

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over, or upon any Lands, in any of the Parishes named in the deposited Books of Reference.

20. All Persons by this Act empowered to sell and convey or release Lands may grant and may by way of Exchange convey to the Company any Lands, or any Easement or Right (not being an Easement or Right of Water) in, over, or affecting any Lands.

Power to grant Easements, &c. to Company.

21. For the Purposes of this Act the several Provisions with respect to Lands and Rentcharges of "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," incorporated with this Act, so far as the same respectively are applicable in that Behalf, extend and apply to Easements and Rights granted and leased under this Act, and Rents and Rentcharges reserved by the Leases, and Grants of the Easements and Rights respectively.

Certain Parts of 8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. to apply

22. The Company from Time to Time may lease, sell, or otherwise dispose of any of their Lands which they from Time to Time by reason of Abandonment or Alteration of Works or otherwise do not require for the Purposes of their Undertaking, and every such Disposal may be on such Terms (pecuniary and otherwise) and Conditions as the Company think fit, and the Company on any such Disposal may except or reserve for themselves all such Waters, Easements, Interests, Rights, Powers, and Authorities as they think expedient for any of the Purposes of their Undertaking, or any Matters connected therewith: Provided that this Section shall be without Prejudice to the Rights of Landowners under the Provisions "with respect to "Lands acquired by the Promoters of the Undertaking under the "Provisions of this or the Special Act or any Act incorporated there- "with, but which shall not be required for the Purposes thereof," of "The Lands Clauses Consolidation Act, 1845:" Provided also, that the Company shall not be bound under that Act to offer any Lands proposed to be sold to any Persons whose Lands do not immediately adjoin such Lands.

Disposal of Lands by Company.

23. The several Works shown on the deposited Plans and by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act given to the Company with respect to the making of the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; but this Section shall not prevent the Company from extending, altering, and improving from Time to Time any of their Mains, Pipes, Works, and Conveniences.

Period for Completion of Works.

24. In

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Lateral and
vertical
Deviations.

24. In executing the Works the Company may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown thereon, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding Three Feet in the Case of Reservoirs, and in other Cases Five Feet.

Damage to
Works by
Flood to be
made good
immediately.

25. If at any Time any of the Works by this Act authorized be by Flood, Storm, or other sudden Accident so damaged as to admit any unfiltered Water into any Part of those Works by means whereof the Company ought, according to the Provisions of "The Metropolis Water Act, 1852," to supply only filtered Water, the Company shall immediately repair the Damage so as with the least practicable Delay to enable them to supply only filtered Water.

For Protec-
tion of
Sewers of
Metropolitan
and other
Boards and
Commis-
sioners of
Sewers.

26. Where any of the Conduits by this Act authorized are to pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act supplemental thereto, or of any Commissioners of Sewers, or with any Sewers or Works to be made by the respective Board or Vestry or Commissioners, or may in any way affect the Sewerage or Drainage of the Districts under their respective Control, the Company shall not commence the Work until they give to the respective Board or Vestry or Commissioners Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving the Notice at the principal Office of the Board or Vestry or Commissioners, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until the Board or Vestry or Commissioners signify their Approval of the same, unless the Board or Vestry or Commissioners do not signify their Approval, Disapproval, or other Directions within Fourteen Days after the Service of the Plan, Sections, and Particulars; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the respective Board or Vestry or Commissioners in the Execution of the Works, and shall provide by new, altered, or substituted Works in such Manner as the Board or Vestry or Commissioners deem necessary for the proper Protection of, and for preventing Injury or Impediment to, their respective Sewers and Works by or by reason of the Company's Works, and shall save harmless the respective Board or Vestry or Commissioners against all Expenses occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer of the respective Board or Vestry or Commissioners at the Expense in all respects of the Company;

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Company; and all Costs, Charges, and Expenses which the respective Board or Vestry or Commissioners are put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the Board or Vestry or Commissioners by the Company on Demand; and when any new, altered, or substituted Works, or any Works or Defence connected therewith, are completed by or at the Expense of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the respective Board or Vestry or Commissioners as any Sewers or Works now are or hereafter may be; and nothing in this Act shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the respective Board or Vestry or Commissioners, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act were not passed.

27. If the said Metropolitan Board of Works, or any Board or Vestry, and the Company shall differ upon or with reference to any Plans, Elevations, Sections, or other Particulars which under the Provisions of this Act are to be delivered by the Company to the said Metropolitan Board, or to the Board or Vestry, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, or Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the Company, or of the Metropolitan Board of Works, or of the Board or Vestry, as the Case may be, be referred to an Arbitrator to be named by the Board of Trade to determine, and such Arbitrator shall have Power to determine by whom and in what Manner the Costs of and incident to the Reference shall be paid.

As to providing Appeals to Arbitration.

28. And whereas certain Lands in the Parish of *Walthamstow* and County of *Essex*, and shown on the deposited Plans as the Site of proposed Reservoirs marked D, or some of those Lands, are at present occupied by the *Great Eastern* Railway Company's Contractors for the Purposes of the Construction of the Railways authorized by the "*Great Eastern* Railway (Metropolitan Station and Railways) Act, 1864," and it is expedient that they should be allowed the free and uninterrupted Use of the same for a limited Period during the Construction of the said Railways: Therefore be it enacted, That it shall not be lawful for the Company for the Purposes of this Act to enter upon or take those Lands at present occupied as aforesaid before the Twenty-fifth Day of *March* One thousand eight hundred and sixty-nine without the previous Consent of the *Great Eastern* Railway Company under their Common Seal, or of those Contractors.

Certain Lands in Occupation of *Great Eastern* Railway Company not to be taken without their Consent before a certain Day.

East London Waterworks (Powers) Act, 1867.

Power to
Company to
take, store,
and distri-
bute Waters.

29. The Company from Time to Time may by means of their existing Works in connexion with that Part of the River *Lea* known as the *Copper Mill Head*, and by the Conduit (N) by this Act authorized in connexion with that Part of the River *Lea* known as the *Chingford Mill Head*, collect and divert into their now existing Reservoirs and Works, and into the Reservoirs and Works by this Act authorized, and may there impound and thence distribute, the Waters of the *Copper Mill Head* and the *Chingford Mill Head*, and of the River *Lea*, and their Tributaries respectively, and of any other Works or Streams and Waters shown on the deposited Plans, and of any Springs on or near the Works by this Act authorized: Provided always, that, without the Consent of the *New River Company* under their Common Seal, the Company shall not by the Conduit (N) divert the Waters of the *Chingford Mill Head* or the River *Lea*, except whilst the River is in a State defined by the 29th Section of "The River *Lea* Water Act, 1855," as a State of Flood, or except in such Manner and to such Extent as are consistent with the Rights of the *New River Company* under that Act, and any Agreement from Time to Time in force between the Companies:

Arrange-
ments be-
tween Com-
pany and
Parties in-
terested in
the Rivers
Lea and
Stort.

30. The Company, and all or any of the Owners and Lessees of River Rights and Mill Rights and Water Rights in the River *Lea* and the River *Stort*, and their Tributaries respectively, from Time to Time may enter into and carry into effect any Contracts and Arrangements with respect to the Purchase, Acquisition, or User by the Company of any of those Rights, and all Matters incidental or accessory thereto, and the Contracts and Arrangements respectively may be on such Terms (pecuniary and otherwise) and Conditions as the contracting Parties think fit.

Arrange-
ments be-
tween Com-
pany and
New River
Company,
River *Lea*
Trustees,
Undertakers
of the *Stort*,
&c.

31. The Company, and all or any of the *New River Company*, and the River *Lea* Trustees, and the Undertakers of the *Stort* Navigation, and any other Bodies from Time to Time having or claiming Jurisdiction over or Charge of the River *Lea*, or the Navigation thereof, or the River *Stort*, or the Navigation thereof, or any Part or Tributary of those Rivers and Navigations respectively, from Time to Time may enter into and carry into effect any Contracts and Arrangements with respect to any of the Purposes of this Act or of the Company, and all Matters incidental or accessory thereto, and the Contract and Arrangements respectively may be on such Terms (pecuniary and otherwise) and Conditions as the contracting Parties think fit.

Arrange-
ments with
Secretary of
War and
other Au-
thorities.

32. The Company, and all or any of Her Majesty's Principal Secretary of State for the War Department, and the Metropolitan Board of Works, and all other Bodies or Authorities having or claiming local or municipal Jurisdiction within any of the Parishes, Townships,

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Townships, or Places named in the deposited Books of Reference, or any Parishes or Places adjoining thereto, from Time to Time may enter into and carry into effect any Contracts or Arrangements with respect to the Protection of the Waters of the *Lea* from Pollution by Sewage and otherwise, and with respect to the Intercepting Drain, and the Construction, Maintenance, Working, and Management of any intercepting, purifying, and disinfecting Works in connexion therewith or otherwise, or with respect to any of the Purposes of this Act, and all Matters incidental or accessory thereto; and the Contracts and Arrangements respectively may be on such Terms (pecuniary and other) and Conditions as the contracting Parties think fit.

33. The Company shall, within Three Years after the passing of this Act, purchase from the River *Lea* Trustees, who (being willing so to do) shall within such Three Years sell to them, the Interest of the Trustees in *Chingford Mill*, and the Tolls and Property of the Trustees held therewith: Provided always, that, unless the Company and the Trustees otherwise agree, the Sum to be paid by the Company for such Purchase shall be ascertained by Arbitration under "The Lands Clauses Consolidation Act, 1845," and the Arbitrator in making his Award shall have reference to the Rights of the Parties under "The River *Lea* Water Act, 1855."

As to Sale and Purchase of Chingford Mill.

34. The Company, and the River *Lea* Trustees, and the *New River Company*, and any Two of those Parties, from Time to Time by Agreement may alter or rescind any Agreement now existing between the respective contracting Parties, and the altering or rescinding thereof may be on such Terms (pecuniary or otherwise) and Conditions as the contracting Parties think fit.

Power to Company and River *Lea* Trustees and *New River Company* to alter, &c. existing Agreements.

35. The River *Lea* Trustees, and the *New River Company*, and the Metropolitan Board of Works, and the several other Authorities and Bodies who by this Act are authorized to make Arrangements with the Company respectively, from Time to Time may apply, for the Purposes of the Arrangements so entered into by them respectively, their respective Corporate Funds and Revenues, and their respective Powers for raising Money.

Power to contracting Parties to apply Monies for Purposes of the Arrangements.

36. Nothing in this Act contained shall take away, lessen, alter, or prejudice any of the Rights or Privileges of the River *Lea* Trustees under the "River *Lea* Water Act, 1855," or otherwise, or shall authorize the Company to diminish the respective Quantities of Water by that Act secured to the Trustees for the Purposes of the River *Lea* Navigation.

Saving Rights of River *Lea* Trustees.

37. Nothing

East London Waterworks (Powers) Act, 1867.

Saving
Rights of
Crown.

37. Nothing in this Act shall authorize the Company to take, use, or in any Manner interfere with any Land or Hereditament, or any Right of whatsoever Description, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty (which Consent the Commissioners or One of them may give), nor shall anything in this Act take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
Secretary
for War, &c.

38. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, alter, or prejudice any of the Jurisdictions, Franchises, Rights, Powers, Authorities, or Privileges of any of the Parties following; that is to say,

- (a) Her Majesty's Principal Secretary of State for War :
- (b) The River *Lea* Trustees :
- (c) The Undertakers of the *Stort* Navigation :
- (d) The *New River* Company :
- (e) The Metropolitan Board of Works :
- (f) Any District Board of Works, Board of Health, or Vestry, or Commissioners of Sewers, having Jurisdiction where any of the Works by this Act authorized are to be made.

Act not
to affect
Sect. 72 of
18 & 19 Vict.
c. cxvii.

39. Nothing in this Act contained shall prejudice or affect Section 72 of the "*River Lea Water Act, 1855.*"

Saving
Rights of
Company.

40. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, or Privileges of the Company.

Company not
exempt from
Provisions of
General
Acts.

41. Nothing in this Act shall exempt the Company from the Provisions of "*The Metropolis Water Act, 1852,*" or of any General Act to be hereafter passed with respect to the Water Companies of the Metropolis.

Expenses of
Act.

42. All the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.