



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. xcv.

An Act to amend and extend the Powers vested in the Grand Junction Waterworks Company, and for other Purposes relating thereto.

[21st August 1835.]

WHEREAS an Act was passed in the Thirty-third Year of the Reign of His late Majesty King George the Third, intituled *An Act for making and maintaining a Navigable Canal from the Oxford Canal Navigation at Braunston in the County of Northampton to join the River Thames at or near Brentford in the County of Middlesex, and also certain Collateral Cuts from the said intended Canal*: And whereas an Act was passed in the Thirty-fifth Year of the Reign of His said late Majesty, intituled *An Act for making a Navigable Cut from the Grand Junction Canal in the Precinct of Norwood in the County of Middlesex to Paddington in the said County*: And whereas an Act was passed in the Thirty-eighth Year of the Reign of His said late Majesty, intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between Beilby Lord Bishop of London, Thomas Wood Esquire, Sir John Frederick Baronet, and Arthur Stanhope Esquire, Sir John Morsehead Baronet and Dame Elizabeth his Wife, and Robert Thistlethwaite Esquire and Selina his Wife, and the Company of Proprietors of the Grand Junction Canal; and for other Purposes therein mentioned*: And whereas an Act was passed in the Fifty-first Year of the Reign of His said late Majesty, intituled *An Act for confirming certain Articles of Agreement entered into between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of Paddington and the Parishes and Streets adja-*

33 G. 3. c. 80.

35 G. 3. c. 43

38 G. 3. c. 33.

51 G. 3. c. 169.

[Local.]

cent in the County of Middlesex; and thereby it was enacted that *Samuel Hill* and the several other Persons therein mentioned, and such other Persons, Bodies Politic or Corporate, as should be nominated in manner therein mentioned, and their respective Successors, Executors, Administrators, and Assigns, (being a Proprietor or Proprietors of One or more Share or Shares in the Undertaking to be executed by the said Acts,) should be united into a Company for the making, completing, improving, and maintaining Waterworks, Aqueducts, Reservoirs, and other Works necessary for supplying with Water the Inhabitants of the said Parish of *Paddington* and the Parts adjacent, and should for that Purpose, during the Term to be granted as therein is mentioned, and any renewed Term or Terms, and for the Space of Three Years after the Determination of the said Term, and any renewed Term or Terms, be One Body Politic and Corporate by the Name of "The Grand Junction Waterworks Company;" and by that Name, and during the Period or respective Periods aforesaid, have Succession and a Common Seal, and by that Name should or might sue or be sued; and by the now-reciting Act the said Company of Proprietors thereby incorporated were empowered to raise and contribute amongst themselves any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, for carrying the Purposes of the said Act into execution, and also to raise in manner aforesaid, or by the Admission of new Subscribers, any further Sum for completing and perfecting the said Undertaking not exceeding One hundred and fifty thousand Pounds: And whereas an Act was passed in the Fifty-second Year of the Reign of His said late Majesty, intituled *An Act for making and maintaining a Navigable Canal from the Grand Junction Canal in the Parish of Paddington to the River Thames in the Parish of Limehouse, with a Collateral Cut in the Parish of Saint Leonard Shoreditch in the County of Middlesex*: And whereas an Act was passed in the Fifty-sixth Year of the Reign of His said late Majesty, intituled *An Act to amend an Act of the Fifty-first Year of His present Majesty, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of Paddington and the Parishes and Streets adjacent in the County of Middlesex*, whereby the Grand Junction Waterworks Company were authorized to raise all or any Part or Parts of the before-mentioned further or additional Sum of One hundred and fifty thousand Pounds authorized to be raised by them as aforesaid by the Creation and Sale of new Shares, by Loans upon Bonds or Promissory Notes under the Seal of the said Company, or by way of Mortgage or Annuity on the Security of the said Undertaking, in manner and under the Regulations in the now-reciting Act particularly expressed: And whereas by virtue of an Act passed in the Fifty-sixth Year of the Reign of His said late Majesty, intituled *An Act for altering and amending an Act made in the Fifty-second Year of His present Majesty, for making a Canal from the Grand Junction Canal in the Parish of Paddington to the River Thames in the Parish of Limehouse, and of certain Articles of Agreement indented, made and entered into on the Twenty-sixth Day of May One thousand eight hundred and nineteen, between the Company of Proprietors of the Grand Junction Canal of the First Part, the Grand Junction Waterworks Company of the Second Part, and the Company of Proprietors of the Regent's Canal of the Third Part, and of an Act passed in the Fifty-ninth Year of*

of the Reign of His said late Majesty, intituled *An Act to vary and alter certain Acts of His present Majesty relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect an Exchange of Water for the better Supply of the Regent's Canal Navigation and Grand Junction Waterworks*, the said Grand Junction Waterworks Company became entitled to have a Conveyance of all the Estate and Interest of the said Regent's Canal Company in the Engines, Buildings, and other Works to be made and constructed by that Company for the Purpose of obtaining Water from the River *Thames*, and in the Land or Ground on which the same should be constructed or erected, or which should be taken or occupied for the Purposes of such Works; which said Buildings, Works, Lands, and Premises the said Grand Junction Waterworks Company were thereby authorized to hold and enjoy to them and their Successors and Assigns for ever, notwithstanding the Statutes of Mortmain; and it was further enacted, that from and after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, it should be lawful for the said Grand Junction Waterworks Company, their Successors and Assigns, to draw Water from the said River *Thames* by means of and to receive the same into the several Works so to be transferred, or then belonging to them, and to apply such Water for the Use and Benefit of the Grand Junction Waterworks Company, they the said Grand Junction Waterworks Company at all Times maintaining and keeping in good Repair and Condition, under the Direction and to the Satisfaction of the Clerk of the Works employed by the City of *London* on the River *Thames*, the several Pipes, Trunks, Frames, Buoys, and other Works which should have been constructed by the said Regent's Canal Company in pursuance of any Agreement or Arrangement with the Mayor and Commonalty and Citizens of the City of *London* for the Purpose of obtaining a Supply of Water from the River *Thames*; and it was further enacted, that after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, the said Grand Junction Waterworks Company should pay to the said Mayor and Commonalty and Citizens of the City of *London*, their Successors, Collectors, or Assigns, for ever, the annual Rent or Sum of Five Pounds Five Shillings, payable by the said Company of Proprietors of the Regent's Canal to the said Mayor and Commonalty and Citizens of the City of *London* for or in respect of the said Works or some of them, the first Payment to commence and be made on the Day next succeeding such Conveyance or Transfer on which the same Rent or Sum ought to be paid by the said Company of Proprietors of the Regent's Canal: And whereas the said Company of Proprietors of the Regent's Canal erected and finished the Engine and Boiler House, Steam Engine, Dwelling House, Landing Place, and other contiguous Buildings and Works specified in the Articles of Agreement referred to in the last-recited Act, in or upon Two Pieces or Parcels of Land or Ground, containing by Admeasurement Two Acres and Eighteen Perches of Land, or thereabouts, situate near *Chelsea* within the Parish of *Saint George Hanover Square*, the Fee Simple and Inheritance whereof were purchased by them of the Right Honourable *Robert Earl Grosvenor*; and the last-mentioned Company also laid down a Cast Iron Main Pipe with a Sluice into the River *Thames*, and a Cast Iron Main Pipe from the last-mentioned Engine-house to the Main Pipe of the said Grand Junction Waterworks Company

Company in *Oxford Street* aforesaid; and the said Grand Junction Waterworks Company were admitted into Possession of the said several Works, and have used and are now using the same for supplying with Water from the River *Thames* various Parts of the District which they are empowered to supply with Water under the Authority of the before-mentioned Acts, and have for that Purpose laid down various Branches from the said new Main Pipe communicating with various Streets situated between the said newly-erected Engine and *Oxford Street* aforesaid: And whereas an Act was passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to carry into complete Effect certain Articles of Agreement made and entered into between John Lord Bishop of London, since deceased, Sir John Frederick Baronet, Arthur Stanhope Esquire, Sir Frederick Treise Morshead Baronet, Sir John Morshead Baronet, since deceased, and Dame Elizabeth his Wife, and Selina Thistlethwaite, since deceased, and the Company of Proprietors of the Grand Junction Canal*: And whereas by an Act passed in the Seventh Year of the Reign of His said late Majesty King *George* the Fourth, intituled *An Act to amend an Act of His late Majesty's Reign, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of Paddington and Places adjacent in the County of Middlesex; and also an Act of His said late Majesty's Reign, to alter certain Acts relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect an Exchange of Water for the better Supply of the Regent's Canal Navigation and Grand Junction Waterworks, and for amending the Powers vested in the Grand Junction Waterworks Company; and for other Purposes relating thereto*; after reciting as herein-before is recited, and that the therein last-mentioned Act contained no Clause or Provision expressly enabling the said Company of Proprietors of the Grand Junction Canal to grant a Lease or Leases of the Parcels of Ground provided for Reservoirs for the Use of the said Company, and the Roads or Rights of Road, as was or were by the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen stipulated and agreed to be granted to the said Grand Junction Waterworks Company, and Doubts had arisen whether, in consequence of the special and qualified Manner in which the said Grand Junction Waterworks Company was incorporated by the said Act of Parliament of the Fifty-first Year of the Reign of His late Majesty King *George* the Third, and of the material Changes which had taken place (or were about to take place) in their Relations with regard to the said Company of Proprietors of the Grand Junction Canal, by the Effect and Co-operation of the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and the said Act of Parliament of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, they the said Grand Junction Waterworks Company were duly qualified and enabled to accept the Conveyance and Lease respectively agreed and intended to be made to them by the said Companies of Proprietors of the Regent's Canal and Grand Junction Canal respectively, pursuant to the last-mentioned Articles of Agreement, and to exercise in perpetuity the several Powers and Authorities intended to be granted, demised, or otherwise transferred to or vested in the said Grand Junction Waterworks Company and their Successors for the Purpose of supplying with Water the Parish of *Paddington* and other adjacent Parishes and Places, according to the true Intent and Meaning of the said

Articles, and also whether the several Powers and Authorities given and granted to the said Regent's Canal Company for erecting and maintaining Fire or Steam Engines, Reservoirs, Channels, Feeders, Aqueducts, and other Works for supplying with Water from the said River *Thames* the said Regent's Canal and the Collateral Cut thereto belonging, were, under the Operation of the said last-mentioned Acts or any of them, clearly and unequivocally vested in the said Grand Junction Waterworks Company for the Purposes of the said Undertaking; and that Doubts had also arisen as to the Power of the said Grand Junction Waterworks Company to apply a Portion of the Water Rates authorized to be levied and received by them in or towards the Improvement or Extension of their Works then existing or thereafter to be constructed; and that it was of great Importance to the Interests of the said Grand Junction Waterworks Company, and of the Districts which they were empowered to supply with Water, that all such Doubts should be obviated and removed; it was enacted, that the said Company of Proprietors incorporated by virtue of the said Act of Parliament of the Fifty-first Year of the Reign of His late Majesty King *George* the Third, by the Name of "The Grand Junction Waterworks Company," should be and they were thereby ratified and confirmed and established as a Company for making, improving, completing, and maintaining Waterworks, Aqueducts, Reservoirs, and other Works necessary for the Purpose of providing and supplying with good and wholesome Water from the River *Thames* the Inhabitants of the several Buildings erected or to be erected within the said Parish of *Paddington* and the Parishes and Streets adjacent, according to the Rules, Orders, and Directions therein-after expressed or referred to, and should for that Purpose be and continue One Body Politic and Corporate by the Name of "The Grand Junction Waterworks Company," and by that Name should have perpetual Succession and a Common Seal, and by that Name should or might sue and be sued at all Times thereafter; and it was further enacted, that it should be lawful for the said Grand Junction Waterworks Company and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, from Time to Time and at all Times thereafter, to make, complete, and maintain Waterworks, Aqueducts, Reservoirs, Water-wheels, Steam Engines and other Engines, Pipes, and other Works necessary for the Purpose of supplying the Inhabitants of the said Parish of *Paddington* and the Parishes and Streets adjacent with Water, to be drawn from the River *Thames* at or near *Chelsea* aforesaid, and to supply such Waterworks accordingly with Water from the said River *Thames*, to such Extent and under such Restrictions as was and were expressed or referred to in and by the said recited Act of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, but not further or otherwise; and it was thereby further enacted, that all and singular the Powers, Provisoos, Regulations, and Restrictions whatsoever contained in the said in part recited Acts of the Fifty-first Year of the Reign of His late Majesty King *George* the Third, and the Fifty-sixth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to amend an Act of the Fifty-first Year of His present Majesty*, 56 G. 3. c. 4. for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of *Paddington* and the Parishes and Streets adjacent in the said County of *Middlesex*, (except so far as the same last-mentioned Acts or either of them were or was varied, altered, or repealed,) should

should continue in force, and should have Relation and apply to the said Grand Junction Waterworks Company thereby incorporated in perpetuity as aforesaid, and to the Works vested and to be vested in the said Company for the Purposes of their said Undertaking, either previously to or by virtue or in pursuance of the said Act now in recital, in the same manner in all respects as if the same Powers, Provisoes, Regulations, and Restrictions had been severally re-enacted or confirmed in and by the same Act, or as if the said Company had originally by the said recited Act of the Fifty-first Year of the Reign of King *George* the Third been constituted a Body Corporate with perpetual Succession, for the Purpose of supplying the said Parish of *Paddington* and the Parishes and Streets adjacent with Water from the River *Thames*; and Power was thereby given to the Company of Proprietors of the Grand Junction Canal to convey and assign the Reservoirs at *Paddington*, and the Scites thereof, and the Steam Engine and Engine-house thereto belonging, to the said Grand Junction Canal Waterworks Company; and Power was thereby also given to the Company of Proprietors of the Regent's Canal to convey to the said Grand Junction Waterworks Company all the Engines, Buildings, and other Works made and constructed by the said Regent's Canal Company in pursuance of the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and of the said Act of Parliament of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, and the Pieces or Parcels of Land or Ground purchased by the said last-mentioned Company for the Purposes of such Works, and all the Estate, Right, Title, and Interest of the said Regent's Canal Company in and to the same, and in and to the Main Pipe laid down by them for the Purpose of conveying the Water from the River *Thames* to the Works previously belonging to and vested in the said Grand Junction Waterworks Company; and by the said Act now in recital Powers were given to the said Grand Junction Waterworks Company to contract for and purchase to the Extent of Fifteen Acres (exclusively of the Land or Ground by the said Act specifically authorized to be conveyed and assigned to them by the said Company of Proprietors of the Regent's Canal and Grand Junction Canal respectively) any Parcel or Parcels of Land or Ground, with or without Messuages or Buildings thereon, in such Place or Places as the said Company should deem eligible for the Purposes of their Undertaking; and also to sell and convey, in manner therein mentioned, any Part or Parts of the Lands or Grounds, Buildings or Hereditaments, which should be conveyed to or vested in the said Company under the Authority of the said Act, and which should not be wanted for the Purposes of their said Undertaking; and several other Powers and Provisions were therein contained: And whereas Conveyances and Assignments have been made in pursuance of the said last-recited Act to the said Grand Junction Waterworks Company by the said Company of Proprietors of the Grand Junction Canal and the Company of Proprietors of the Regent's Canal respectively, of the Pieces or Parcels of Land, Reservoirs, Engines, Engine-house, and other Works which by the same Act the said last-mentioned Company were empowered to convey and assign as aforesaid: And whereas the said Sum of Fifty-six thousand Pounds, Part of the said additional Sum of One hundred and fifty thousand Pounds authorized to be raised by the said herein-béfore mentioned Act of the Fifty-sixth Year of the Reign of His late Majesty King *George* the Third, has been raised, pursuant to the Powers of the

said Act, but no further Part of the said last-mentioned Sum of One hundred and fifty thousand Pounds has been raised: And whereas the said Grand Junction Waterworks Company, under the Powers of the said last-recited Act, have purchased for the Purposes of their Undertaking about Four Acres of Land at *Chelsea* in the said County of *Middlesex*: And whereas, in order that the said Grand Junction Waterworks Company may be enabled to supply purer Water than that which is obtained by them from the River *Thames* at *Chelsea* aforesaid, it is desirable that they should be empowered to obtain Water from a higher Part of the said River, and it might be beneficial to the said Company and to the Inhabitants of other Parishes and Places besides those which are at present supplied by them, that the said Company should supply such Parishes and Places with Water; but Doubts may arise as to the Powers of the said Company in these respects, and it is expedient that all such Doubts should be obviated and removed, and that with reference to the Objects aforesaid further Provision should be made; and it is also expedient that the Powers and Provisions of the said recited Acts, or some of them, should be altered, or explained, amended, and extended: And whereas the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Remedies, Provisions, Regulations, Privileges, Penalties, Forfeitures, Charges, Restrictions, Matters, and Things whatsoever contained in the said herein-before recited Acts or any of them, and which are now in force, shall (as far as the same are not expressly altered, repealed, or otherwise provided for by this Act) be and continue in full Force, and shall extend and be construed to extend to operate and be in force for carrying this Act into operation, as fully and effectually, to all Intents and Purposes, as if the same and every Part thereof were repeated and re-enacted in this Act, and were made Part thereof, and applied to the Matters herein contained.

Powers of former Acts extended to this Act.

II. And be it further enacted, That, except where the Nature of the Provision or the Context of the Act shall exclude such Construction, the Word "Company" shall mean the said Grand Junction Waterworks Company, and shall apply to the said Company and their Successors.

Signification of the Word "Company."

III. And be it further enacted, That it shall be lawful for the said Company, and they are hereby required, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, from Time to Time and at all Times hereafter, to obtain Water from any Part or Parts of the River *Thames* not lower than Three hundred and fifty Yards above *Kew Bridge*, and not further than One Quarter of the Width of the River from the *Surrey* Side of the River, (the said Company not to draw Water from such Place between the Periods of One Hour before High Water and One Hour after High Water at the same Place,) or by making or sinking One or more Wells or Shafts (the Works in the Bank of and in the said River to be done to the Satisfaction of the Clerk of the Works of the *Thames* Navigation for the Time being); and to conduct the Waters thereby obtained by and through Main Pipes, Under Drains, Conduit Pipes, Cuts, or otherwise, into the Engines, Reservoirs, Aqueducts, Tanks, Cisterns,

Company empowered to obtain Water from a higher Part of the River, and to conduct the same to Reservoirs for the supplying other Places, and to construct Works, &c

Cisterns, Main Pipes, and other Works of the said Company, for the Purpose of supplying with Water the Inhabitants of the said Parish of *Paddington*, and the Parishes, Parts, and Places in which the Pipes of the said Company are now laid, and the several other Parishes in and through which Pipes shall be laid or Aqueducts shall be constructed, from the Source at which such Water shall from Time to Time be obtained by the said Company, and the Parishes, Parts, and Places adjacent thereto, and to supply with Water the Inhabitants of all or any such Parishes, Parts, and Places, and to make, complete, and maintain Waterworks, Aqueducts, Channels, Feeders, Conduits, Reservoirs, Water-wheels, Steam Engines and other Engines, Pipes, Machinery, and other Works which shall be necessary for the several Purposes aforesaid, in the same Manner and under such Restrictions as is and are expressed and referred to in the herein-before recited Acts or any of them, and as if all the Powers and Privileges obtained by the said Company by virtue of the same Acts, for the Purpose of obtaining Water and conducting the same to the Places to be supplied, and supplying the same to the Inhabitants of those Places, had been in Terms expressly applied to the Parts and Places from, in, and through and to which the said Company is hereby empowered to obtain, conduct, and supply Water, and all the Powers, Authorities, Provisions, Regulations, Penalties, Forfeitures, Remedies, Clauses, Restrictions, Matters, and Things whatsoever contained in the said Acts or any of them, and now in force, and not hereby repealed, in reference to the Matters aforesaid, had been repeated and re-enacted in this Act, and made Part thereof; and the Inhabitants of the several Places so to be supplied from such new Source or Sources as aforesaid shall be supplied in the same Manner, at the same Rates, and subject to the same Restrictions, in all respects, as by the said herein-before recited Acts or any of them is or are expressed and contained with respect to the said Parish of *Paddington*, and the Parishes and Streets adjacent, and as are in force with respect to such last-mentioned Places, and as if the Parishes, Parts, and Places which the said Company is so hereby expressly authorized to supply with Water had been named in the said Acts, and all Powers and Provisions contained in the said Acts or any of them, and now in force, in relation to such Supply, and the Rates for the same, and the Recovery of such Rates, and all other Powers and Provisions, as well for the Benefit of the said Company as of the Inhabitants of the Places so to be supplied, in case the said Company shall, under the Authority of this Act, supply any such Places with Water, and all Provisions in respect to Penalties imposed by the said Acts or any of them in relation to the Matters herein specified or any of them, shall be in full Force, and applied to all such Places as aforesaid, and to the Inhabitants thereof, in such and the same Manner as if all the said Powers and Provisions were herein set forth and re-enacted with reference to such Places and Inhabitants; provided that it shall not be obligatory on the said Company or their Successors to supply with Water any Place in which the Main Pipes only of the said Company shall be laid: Provided always nevertheless, that in case at any Time hereafter any Lock or Weir shall be made and constructed within One hundred Yards above the Point at which the River *Brent* flows into the *Thames*, then the said Company shall, within Six Months after the Completion of such Lock or Weir, cease and discontinue to take Water from below such Lock or Weir, but shall take the same from above such Lock or Weir; and the said Company shall not

not make any Increase in the Rate or Rates in consequence of the Expence to be incurred by the Company in extending the Suction or Conduit Pipe for the Purposes aforesaid.

IV. Provided always, and be it further enacted, That no Steam Engine or Engine-house shall be erected by the said Company on the South Side of the High Road leading from *Kew Bridge* to and through the Town of *Brentford*, without the Consent of the Inhabitants of the North Side of *Kew Green*; and that the Furnace of every Steam Engine used or to be used by the said Company at their Works at *Brentford* shall be constructed upon the most approved Principle of consuming its own Smoke.

Not to erect Steam Engine on South Side of Road from Kew Bridge without Consent.

V. And whereas a Map or Plan and Sections, describing the Line of the intended Channels, Cuts, Tunnels, or Aqueducts, and the Lands through which the same Line is intended to be carried from the said River *Thames* to *Paddington* aforesaid, and the Situation of the intended Works and Reservoirs in the said County of *Middlesex*, and a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, have been deposited at the Office of the Clerk of the Peace for the said County of *Middlesex*; be it therefore enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the Clerk of the Peace for the Time being, or his Deputy, and all Persons shall at any reasonable Time have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require; such Copy or Copies to be made by the said Clerk of the Peace or his Deputy, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies; and the said Company shall not in laying such Channels, Cuts, Tunnels, or Aqueducts in the said County of *Middlesex* deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan, nor make any Reservoirs, Tanks, or other Works on any other Land, Ground, or Situation in the same County than in those therein described, without the Consent in Writing of the Owner or Owners and Occupier or Occupiers of the Lands or Grounds into which they shall so deviate or make the same.

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

Company not to deviate more than 100 Yards from Plan, &c.

VI. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said Company, or any Interruption be given to the making of the said Waterworks, Buildings, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and Machinery hereby authorized to be made, on account of any Error or Omission in the said Map or Plan or Section, and Book of Reference, or either of them, in case it shall appear to any Two or more Justices of the Peace acting for the said County of *Middlesex*, and certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Errors in Plan not to prevent Execution of the Works.

VII. And be it further enacted, That the annual Sum or Rent of Five Pounds Five Shillings payable by the said Company to the said Mayor and Commonalty and Citizens of the City of *London*, and their Successors, by virtue of the said Act of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, shall be paid until the yearly Rent or

Compensation to City of London.

Sum of Fifty-two Pounds Ten Shillings, herein-after mentioned, shall become payable.

Compensation to the City of London for Detriment to the Navigation of the River Thames by increased Subtraction of Water.

VIII. And whereas it is to be apprehended that the continual Subtraction of so large a Quantity of Water as will be required to supply the Pumping Engines and Mains of the said Company at so high a Point in the said River *Thames*, particularly in Low-water Seasons, may be injurious to the Navigation of the said River, and will cause additional Expence to be incurred by ballasting or other Works to protect the said Navigation from Obstructions; be it therefore enacted, That a Fine of Fifty-two Pounds Ten Shillings shall be paid by the said Company to the said Mayor and Commonalty and Citizens of the City of *London*, or their Successors, for communicating with and cutting the Bank of the said River, and for making and maintaining a Pipe or Feeder into the said River, and that after the Completion of the said Works, and commencing to take Water therefrom, the said Company shall pay to the said Mayor and Commonalty and Citizens of the City of *London*, and their Successors, for ever, the annual Sum or Rent of Fifty-two Pounds Ten Shillings for or in respect of the said Works in aid of the Fund for the Improvement of the said River; and such Sum is hereby charged upon and made payable by the said Company, and may be recovered from the said Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*: Provided always, that in case the said Company shall wholly remove and take away the Pipes or Feeders now laid or to be laid under the Authority of this Act into the said River *Thames*, and shall not continue to take any Water from the said River, the said annual Rent or Sum of Fifty-two Pounds Ten Shillings hereby made payable shall cease and determine.

Not to erect any Steam Engine near to *Sion House*.

IX. And be it further enacted, That it shall not be lawful for the said Company or their Successors to place or erect any Steam Engine or other Building in or upon the Two Pieces or Parcels of Land at or near to *Brentford*, and called or known by the several Names of the *Ham* and *Brentford Meadow*, or in or upon any Land belonging to the Most Noble *Hugh Duke of Northumberland*, without the Consent of the said Duke, his Heirs or Assigns, testified in Writing under the Hand or Hands of him or them; and further, that the said Company shall not erect or build any Steam Engine or other Building in or upon the Town of *Isleworth*, or nearer than One Mile from the present Site of *Sion House* in the said Parish of *Isleworth*, without such Consent as aforesaid.

Restricting Number of Steam Engines to be erected by the Company in the Parish of *Paddington*.

X. Provided always, and be it further enacted, That no other Steam-engine House than the Steam-engine House already erected in the Parish of *Paddington*, or a Steam-engine House to be erected in lieu thereof, shall be erected or used by the said Company in the said Parish of *Paddington*, nor shall any more than One Chimney be built or used for the same, without the Consent of the Lord Bishop of *London* for the Time being, and his immediate Lessees, Trustees of the Estate in the said Parish of *Paddington* held of the See of *London*, and that the Furnace of every Steam Engine used or to be used by the said Company in the said Parish of *Paddington* shall be constructed upon the Principle of consuming its own Smoke, and that such Coals as produce the least Smoke shall be used therein.

XI. Pro-

XI. Provided always, and be it further enacted, That it shall be lawful for the said Company to remove the present Pipes from the River to their said Works, and from the same Works to *Oxford Street* aforesaid, and for that Purpose to break up the Road, Pavements, and Ground under which the said Pipes are laid, and do all other necessary Acts, the said Company filling up and making good the same, and taking and carrying away their Rubbish, and making good all Damage occasioned thereby: Provided that the Removal of the said Pipes, or any of them, as aforesaid, or the placing or removing Pipes, for any of the Purposes of this Act or any of the said recited Acts, so far as the same pass or may pass through any Part of the Estate of the Bishop of *London* in the Parish of *Paddington* not at present appropriated to public Roads or Streets, be done with the Consent of the Bishop of *London* for the Time being, and his or their immediate Lessees, Trustees of the said Estate.

Company empowered to remove Pipes connected with their Works. Consent of the Bishop of London to be obtained for Removal, &c. of Pipes through his Estate.

XII. And be it further enacted, That if the said Company shall willfully neglect or refuse to supply with Water any Dwelling House situate in any Square, Street, Lane, or other Place where the Pipes of the said Company are or shall be laid, for the Use of the Inhabitants and Occupiers thereof, for the Space of Three Days after Demand in Writing shall have been made by such Inhabitant or Occupier of the said Company, the said Company shall forfeit and pay the Sum of Five Shillings for each and every Day after Demand made and during which there shall be no Supply of Water, the same to be recovered, in case of Nonpayment, by Information to be exhibited on the Oath or Affirmation of the Party aggrieved before Two or more Justices of the Peace for the said County of *Middlesex*, together with the Costs to be assessed by such Justices, and in case of Nonpayment to be levied by a Warrant of Distress under their Hands and Seals against the Goods and Chattels of the said Company, unless the said Company, at the Time of such Neglect or Refusal, shall be prevented by Frost, Fire, or the Repairs of their Works, or by any Default on the Part of such Inhabitant or Occupier as aforesaid, from granting such Supply, or by any Defect in his, her, or their Service Pipes or Receptacles of Water: Provided always, that nothing herein contained shall extend to compel any Supply, or to impose any Penalty for not supplying, in such Cases wherein, by the said recited Acts or this Act, the said Company are especially authorized to discontinue any such Supply, except in the Case where any Arrears of Water Rent or Rate shall be due to the said Company for the Supply of Water to any Dwelling House from any Person or Persons who may have quitted such Dwelling House, in which Case the said Company shall be authorized to refuse a Supply of Water to any such Dwelling House.

Penalty for not supplying Water.

XIII. And be it further enacted, That the said Company shall at all Times hereafter keep and maintain their Mains charged with Water, so that in case of Fire there shall at all Times be a Supply of Water; and in case the said Company shall not keep and maintain their said Mains charged as aforesaid the said Company shall forfeit and pay the Sum of Ten Pounds for each and every Time it shall be proved that the said Mains are not so charged, such Penalty to be summarily recovered in manner next herein-before provided for the Recovery of the Penalty thereby imposed for not supplying Water.

Mains to be kept charged.

Consent re-
quired as to
laying of
Pipes under
the Metropo-
lis Roads.

XIV. And whereas the Line of the intended Channels, Cuts, Tunnels, or Aqueducts, passes for a Distance of Four Miles along the public Roads under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, which public Roads are herein-after called the Metropolis Roads; be it therefore enacted, That notwithstanding the Powers and Provisions in this Act contained it shall not be lawful for the said Company, by themselves, or for their Deputies, Officers, Agents, Servants, and Workmen, or for any of them, to lay any Channel, Cut, Tunnel, Pipe, or Aqueduct in any Part of the Metropolis Roads, or of the Footpaths adjoining thereto, other than in such Part, Line, and Direction as shall be pointed out by the said Commissioners, or by their General Surveyor for the Time being.

All Works
connected
with the
Metropolis
Roads to
be under the
Superinten-
dence of the
General Sur-
veyor.

XV. Provided always, and be it further enacted, That no Works connected with the Metropolis Roads shall in any Manner be commenced under the Powers in this Act contained until after Three Days Notice in Writing of the Intention to commence such Works shall be left at the Office of the said Commissioners, or be delivered to their General Surveyor for the Time being; and that the opening of the said Roads or of any of them, for the Purpose of making any such Channel, Cut, Tunnel, or Aqueduct, or for laying any Pipe, and the remaking of such Roads, and all other Works of every Description connected with the said Roads, at any Time hereafter to be performed by the said Company, or by any Person authorized by them, shall be carried on and executed under the Direction and Superintendence and to the Satisfaction of the said General Surveyor for the Time being; and in case in the Construction or Performance of the said Works or any of them the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with the said Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the said General Surveyor for the Time being, or if by reason of the Construction or Performance of any of the Works hereby authorized or required to be constructed or performed by the said Company any Alteration of the said Metropolis Roads or of any of them, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, shall in the Judgment of the said General Surveyor for the Time being be rendered necessary, then and in any of such Cases it shall be lawful for the said General Surveyor to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Precautions
required to
be taken dur-
ing the Per-
formance of
the Works on
the Roads.

XVI. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to do and perform all such Acts and Things in the Way of watching, lighting, and fencing, and all such other precautionary Measures, during the Progress of laying any Channel, Cut, Tunnel, or Aqueduct, or of performing any other Works

Works connected with the said Metropolis Roads, under the Powers of this Act, as shall be necessary and requisite for the Public Safety, Convenience, and Protection of the said Metropolis Roads, and of the Travellers thereon, and that the said Company shall be answerable and amenable for any Accident or Damage to be occasioned by reason or in consequence of any of such Works.

XVII. And whereas much Injury will be caused to the said Metropolis Roads in consequence of such Works, notwithstanding that the said Roads may be remade immediately after the laying down of any such Channel, Cut, Tunnel, Pipe, or Aqueduct, inasmuch as a Continuance of Labour and Material will be necessary for a considerable Space of Time to restore the said Roads to their previous State and Condition; be it therefore further enacted, That the said Company shall and they are hereby required to pay, on Demand, to the said Commissioners, such a Sum of Money, not exceeding Three Shillings for every superficial Yard of the said Roads removed or disturbed by reason or in consequence of the said Works of the said Company, as the said Commissioners shall deem necessary and proper to be paid; and in default of Payment for Twenty-one Days after such Demand the same may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

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

XVIII. And whereas the said Company will avoid very heavy Expence in the Purchase of Land and in other Charges by reason of the Line of the said intended Channels, Cuts, Tunnels, Pipes, or Aqueducts being carried for so great a Space as Four Miles along the said public Roads called the Metropolis Roads: And whereas the Public must necessarily sustain much Inconvenience during the Progress of such Works, and it is therefore but just and reasonable that some Compensation should be made by the said Company in reduced Charges for the Water conveyed by means of the said Channels, Cuts, Tunnels, Pipes, or Aqueducts, and which may be required for the Purposes of the said Roads; be it therefore enacted, That the said Company shall and they are hereby required, from Time to Time and at all Times hereafter, when so required by the said Commissioners, to find and provide a Supply of Water ample and sufficient for watering that Portion of the said Metropolis Roads along which the said Company may carry any Channel, Cut, Tunnel, Pipe, or Aqueduct under the Authority of this Act, and that the said Commissioners shall not be required nor be liable to pay to the said Company for such ample and sufficient Supply of Water more than after the Rate of Fifty Pounds *per* Mile: Provided that the said Company shall not be required to endanger the Supply of the several Parishes which the said Company are now or may at any Time hereafter be bound and required to supply.

Company to supply Water for Purposes of the Metropolis Roads at the Rate of 50*l.* per Mile.

XIX. And be it further enacted, That all and every the Pipes or other Conduits laid or to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of this Act 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 from the nearest Part

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

[*Local.*]

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of

of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Highways, Streets, or other Passages or Places within the Limits of this Act, except in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, in which Case the said Gas Pipes shall be laid over the said Water Pipes at the greatest practicable Distance therefrom, and shall form a Right Angle therewith; and the Gas Pipes so crossing the said Water Pipes shall be at least Six 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 Three Feet at least; and such Gas Pipes so crossing the said Water Pipes shall for the whole Length thereof be sufficiently bedded in with good sound Clay of a proper Substance, and well worked and rammed into the said Trenches all round the said Gas Pipes; and in laying down the said Gas Pipes the Contractor or other Person 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 which may be added thereto with proper and sufficient Materials, and also, wherever practicable, lay and well and sufficiently bed each and every of the Joints of the said Main Gas Pipes, and also the Joints or Screws of the Branch or Service Gas Pipes connected with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the said Gas Pipes, with such Clay as aforesaid, all round the said respective Joints, Inlets, Apertures, or Openings, and for Twelve Inches in Length each Way from the Centre of each and every of the Caps or Joints in the Main Pipes, and of the Inlets, Apertures, Screws, or Joints connecting the Service Pipes with the Main Pipes, and all other Joints, Inlets, Apertures, or Openings therein, and for Six Inches at least from the Centre of each of the Joints in the Service Pipe, so as to make and keep all and every such Pipes, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, Air-tight, and in every respect prevent the Gas escaping therefrom, upon pain of forfeiting the Sum of Five Pounds for every such Offence, to be paid to the Person or Persons who in the Judgment of the Justice or Justices before whom the Conviction takes place shall have sustained any Annoyance or Injury or Damage by any such Act so done or committed.

For prevent-
ing the
Escape of
Gas.

XX. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by any such Body Politic or Corporate or other Persons as aforesaid, such Body Politic or Corporate or other Persons shall at their own Expence, immediately after Notice of any such Escape of Gas given to them or him, by Parol or in Writing, from any Person whomsoever, stop and prevent such Gas from further escaping; and in case the said Contractors or Persons shall not within Twenty-four Hours next after such Notice given stop and prevent any further Escape of Gas, and thereby remove the Cause of Complaint, then and in every such Case the said Body Politic or Corporate or Persons as aforesaid shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each Day after the Expiration of Twenty-four Hours from the Time of giving such Notice during

during which the Gas shall be suffered to escape as aforesaid; which Penalty or Penalties shall from Time to Time be recoverable in a summary Way, on the Oath or Affirmation of some credible Witness, by Information to be laid before some Justice of the Peace for the County, City, or Place within which such Offence shall be committed, and shall and may be recovered and levied, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Contractors or Persons as aforesaid.

XXI. And be it further enacted, That if any Body Politic or Corporate, or any Contractor or Contractors, or any other Person or Persons, who, by making, furnishing, or supplying any Gas used, burnt, or consumed within the Limits of this Act for lighting any Street, Highway, or Place, or any House, Manufactory, or any 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, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating thereto, or do or cause to be done any Annoyance, Act, or other Thing to the Water contained in such River, Brook, or Running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, or Spring Head, 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, Privilege, Protection, 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 is 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 and recovered or not, in case 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, Spring Head, 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, 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,

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

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 Annoyance, Nuisance, Injury, Damage, Act, 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 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 done or committed.

To prevent
Contamina-
tion of Water.

XXII. And be it further enacted, That whenever the Water of the said Company 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, such Body Politic or Corporate, or Contractor or Contractors, or 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 under any of the said recited Acts, and shall be applied to and for the Use and Benefit of the said Company; and in case any such Water shall be contaminated or affected by Gas in any way whatever, 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 Chief Clerk or Secretary for the Time being of the said Company, 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, then and in every such Case the said Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying such Gas, shall, on each and every such Complaint whereof Notice shall be given as aforesaid, forfeit and pay to the Chief Clerk or Secretary for the Time being of the said Company, for the Use and Benefit of the same Company, 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 shall be and remain contaminated, tainted, or affected by such Gas; and in default of Payment of any such Penalties as aforesaid the same 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 Chief Clerk or Secretary of the said Company, before any Justice of the Peace for the County of *Middlesex* or *Surrey*, with Costs, to be assessed by such Justice, and to be levied and recovered as any other Penalty is by the said recited Acts directed to be levied and recovered; and such Penalty or Penalties, and Costs, when so levied, shall be paid to the Chief Clerk or Secretary for the Time being of the said Company.

XXIII. And whereas it may be or become a Question on 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 to dig to and about and search and examine the Mains, 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 proceeds from 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 Expences 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, Person or Persons, so offending; which Costs and Expences shall be ascertained and determined, if necessary, by such Justice or Justices as aforesaid, and be recovered in like Manner as any Penalty may be 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 every such Case the said Company shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to the same Body Politic or Corporate, Contractor or Contractors, Person or Persons, whose Mains, Pipes, Conduits, or Apparatus, or any of them, are so dug to, 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.

For ascertaining if Water is contaminated.

XXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person from proceeding by Indictment or otherwise against any of the Officers, Servants, or Workmen of the Body or Bodies Politic or Corporate, or Contractor or Contractors, or other Person or Persons whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within any Street, Highway, Place, or any House, Manufactory, or other Building, in respect of any Works or the Means which should be employed by them or any of them in making the said Gas, and using the same in furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Action against the said Bodies Politic or Corporate, or Contractor or Contractors, or Person or Persons as

Act not to prevent Gas Companies, &c. from being proceeded against by Indictment.

[Local.]

aforesaid, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of such Works, or the Use of the said Gas, or the Method of lighting therewith, whether such Injury shall proceed from the Preparation or the Use of the same Gas, or Method of lighting, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

Land may be purchased for the Undertaking as extended, and Lands not wanted may be sold.

XXV. And be it further enacted, That all the Powers, Provisions, and Restrictions contained in the said recited Act of the Seventh Year of the Reign of His late Majesty King *George* the Fourth, with respect to the Purchase of Lands, Grounds, Messuages, or Buildings for the Purposes of the Undertaking of the said Company, and for the Sale of Lands, Grounds, Buildings, or Hereditaments not wanted for the Purposes of the said Undertaking, and in relation to those Objects, shall in all respects apply to the Purchase of Lands, Grounds, Messuages, or Buildings for the Purposes of the said Undertaking as extended by this Act, and to the Sale of Lands, Grounds, Buildings, Hereditaments, Engines, and Works now belonging to the said Company, or which shall be purchased by them, and which shall not be wanted for the Purposes of such Undertaking.

Company not to acquire and hold (exclusive of their present Works) more than Fifty Acres.

XXVI. Provided always, and be it further enacted, That it shall be lawful for the said Company to purchase for the Purposes of their Undertaking, and to hold at any One Time (exclusively of the Premises conveyed to them by the said Companies of Proprietors of the Regent's Canal and Grand Junction Canal, and the Land containing Four Acres or thereabouts, purchased as aforesaid), any Land, Ground, or Buildings to the Extent in the whole of Fifty Acres, and no more.

Power of former Acts as to raising Money not abridged.

XXVII. And be it further enacted, That nothing herein contained shall operate or be construed so as to repeal, abridge, alter, or restrict all or any of the Powers and Authorities vested in the said Company by virtue of the said Act of the Fifty-first Year of the Reign of His late Majesty King *George* the Third, or the first herein-before recited Act of the Fifty-sixth Year of the same Reign, or the said Act of the Seventh Year of the Reign of His late Majesty King *George* the Fourth, in relation to the raising (so far as the same has not been raised by the Creation of new Shares or otherwise) the Sum of Ninety-four thousand Pounds, being so much of the further Sum of One hundred and fifty thousand Pounds, mentioned in the said Acts, as has not been raised; and that the Sum so raised shall be applicable to the carrying on, completing, and maintaining the said Undertaking, and carrying the several Purposes of the said recited Acts and of this Act into execution.

Power to raise a further Sum of 100,000L.

XXVIII. And be it further enacted, That it shall be lawful for the said Company, after the Remainder of the said further Sum of One hundred and fifty thousand Pounds shall have been raised, to raise, for the Purposes of the said Undertaking, by all or any of the Ways and Means by which the said Company was empowered to raise the said Sum of One hundred and fifty thousand Pounds, any Sum or Sums not exceeding in the whole the Sum of One hundred thousand Pounds; and that all the Provisions contained in the said recited Acts or any of them in respect to the said Sum of One hundred and fifty thousand Pounds shall be applicable and be

be extended to the further Sum hereby authorized to be raised, as if such Provisions were herein repeated and re-enacted; and if the further Sum hereby authorized to be raised, or any Part thereof, shall be raised by the Creation of Shares, such Shares shall be deemed and taken to be Personal Estate, and each and every Proprietor of each and every Share which shall or may be created by virtue of this Act shall have and be entitled to such and the same Powers, Privileges, and Advantages, and shall be subject to such and the same Rules, Regulations, and Restrictions, Penalties, and Forfeitures, as if the Share or Shares so holden by him, her, or them were Part of the Shares already created by virtue of the said Acts of the Fifty-first and the said first-mentioned Act of the Fifty-sixth Year of the Reign of His late Majesty King *George* the Third, 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 or their Directors for the Time being, shall be and be deemed to be a good and sufficient Title to such Person or Persons, and his, her, or their respective Heirs, Executors, Administrators, and Assigns, on his, her, or their paying to the said Company of Proprietors, or their Chief Clerk or Secretary for the Time being, the Purchase Money or Price agreed to be paid for such Shares respectively.

Shares to be
Personal Es-
tate, and
Shareholders
to be re-
garded as
original
Shareholders

XXIX. And be it further enacted, That the Directors, Officers, and Members of the said Company shall be indemnified and saved harmless in respect of all Contracts, Acts, Matters, and Things entered into, done, and executed under the Authority of any General Meeting held under the Powers of the said recited Acts or of this Act, or any of them, and that all Costs, Charges, and Expences incidental to any such Contracts, Acts, Matters, and Things shall be defrayed out of the Funds of the said Company: Provided always, that the special Matter or Thing to be brought under Consideration at such General Meeting shall have been inserted in the Notice to the Proprietors convening such Meeting.

Indemnity to
Directors, &c.

XXX. And whereas by the Marriage or Death of Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid or may belong; be it therefore enacted, That before any Person or Persons who shall claim any Part of the Profits of the said Undertaking in right of Marriage shall be entitled to receive the same, or be entitled to vote in respect of any Shares, an Affidavit, or solemn Affirmation by any Person of the Society of Quakers, in Writing, containing a Copy of the Registry of such Marriage, or other Particulars of the Celebration thereof, shall be made and sworn to or solemnly affirmed by some credible Person, before a Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book or Books which shall be kept by the said Chief Clerk or Secretary for the Entry of Transfers or Sales of Shares; and before any Person or Persons who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Shares, the said Will, or the Probate thereof, or Letters of Administration, shall be produced and shewn to the said Clerk,

Regulations
as to the Ac-
quisition of
Shares in cer-
tain Cases.

or

or an Affidavit, containing a Copy of so much of such Will as shall relate to the Share or Shares of the Testator, shall be made and sworn to or solemnly affirmed to by the Executor or Executors of the said Will, before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace as aforesaid, and shall also be transmitted to the said Chief Clerk or Secretary, who shall file and enter the same as herein-before mentioned; and in all Cases other than as herein-before mentioned, and other than any Cases in which the Right and Property of any Share or Shares in the said Undertaking shall pass by Act of Law from the original Proprietor or Proprietors thereof, no Sale or Transfer of any Share or Shares in the said Undertaking shall be valid and effectual, or recognizable by the said Company, unless the Deed of Transfer thereof shall be prepared by the Chief Clerk or Secretary of the said Company; and the Clerk of the said Company shall from Time to Time enter and register the Name or Names of every new Proprietor or Proprietors in the Register Book or List of Proprietors of the said Company, and shall be entitled to receive for each and every of such Entries as is herein-before directed the Sum of Two Shillings and Sixpence, and no more.

Receipts of Persons in whose Names Shares stand for Dividends to be good.

XXXI. And be it further enacted, That the Receipt or Receipts of the Person or any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge for any Dividend or Dividends, Sum or Sums of Money, which shall become due and payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipts of Parents or Guardians of Minors.

XXXII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, and, being a Female, shall not be married, the Receipt of the Father (if living) and (if dead) of the Guardian for the Time being of such Minor shall be a sufficient Discharge for the same.

Election of Directors.

XXXIII. And whereas in the Acts herein-before recited and referred to, or some of them, Provisions are contained respecting the Appointment from Time to Time of Directors to conduct the Business of the said Company, and it is expedient that such Provision should be extended in manner herein-after expressed; be it therefore further enacted, That when Directors go out of Office by Rotation it shall not be lawful for the said Company to elect any other Proprietors to be Directors than such as so go out of Office, unless Notice in Writing, either of the Intention of any such other Proprietor to be a Candidate, signed by him, or of the Intention of some other Proprietor qualified to vote, signed by such other Proprietor, to vote for him, or propose him as a Candidate, be given to the Secretary or Chief Clerk of the said Company for the Time being, or left at the Office of the said Company, at least Twenty-eight Days previously to the Day of Election; and that whenever a Director shall die, refuse to act, or cease to be qualified or be disqualified to act, no Person shall be eligible to supply his Place and to be appointed a Director unless Notice in Writing of the Intention of such Person to be a Candidate, signed

signed by him, or some other Proprietor qualified to vote, signed by such Proprietor, shall have been given to the said Secretary or Chief Clerk, or left at the Office of the said Company, at least Ten Days previously to the Day of Election.

XXXIV. Provided always, and be it further enacted, That if any Person or Persons, being a Ratepayer to the Company, shall think himself, herself, or themselves aggrieved by reason of any Overcharge or Deficiency of Supply, such Deficiency being less than the ordinary Supply, such Person or Persons shall be at liberty to apply or appeal to any Two Justices of the Peace acting in and for the County of *Middlesex*, and who shall be and they are hereby empowered, upon Complaint on Oath made before them by the complaining Party (or any Person duly authorized on their, his, or her Behalf), to issue a Summons under their Hands requiring the Secretary of the said Company for the Time being to attend the said Justices at such Time and Place as they shall appoint, in order to answer such Complaint, and upon the Appearance of the said Parties at the said Time and Place or any Adjournment thereof, or upon Proof upon Oath to the Satisfaction of such Justices of the due Service of such Summons, in the Absence of such Parties respectively without lawful Excuse, to be allowed by such Justices, finally to hear and determine the said Matter of Complaint, and to award, order, and adjudge the Payment of such Forfeiture and Penalty or Sum of Money as by this Act or the Act or Acts confirmed and extended hereby is or are imposed or directed to be paid in respect of the Matter of such Complaint, or the Repayment of all and every Sum of Money improperly demanded and received or levied, if the Subject Matter of Complaint, and also such Sum of Money as to the said Justices shall seem reasonable for the Costs, Charges, and Expences which the successful Party shall have incurred in respect of the Summons and other Matters and Things necessary in order to the bringing the said Matter of Complaint before the said Justices, and the Hearing thereof, and for the Attendance and Loss of Time of the Parties and Witnesses attending on such Hearing; and in case of the Nonpayment of all and every such Sum and Sums of Money which shall be so awarded, ordered, and adjudged to be paid as aforesaid, then it shall and may be lawful for the respective Parties entitled thereto to levy the same by virtue of a Warrant of Distress, which the said Justices are hereby authorized and required to issue, against the Goods and Chattels of the said Company or Party, together with all further Costs and Expences attending any such Distress, returning the Overplus thereof to the Party entitled thereto; and the said Justices are hereby authorized to require, by Summons under their Hands, the Attendance of any Witness or Witnesses, and the Production of any Book, Paper, or Document in his, her, or their Custody or Power, or in the Custody or Power of the Parties; and in default of the Attendance of any such Witness, or the Production of any such Book, Paper, or Document, then, upon due Proof of the Service of such Summons by One or Two competent Witnesses, in manner aforesaid, every Person so neglecting to obey the said Summons, without lawful Excuse, to be allowed by such Justices, shall forfeit and pay the Sum of Twenty Shillings, to be paid to the said Party on whose Behalf the said Summons shall have been issued, on the Day of such Forfeiture, and on Nonpayment thereof it shall be lawful for the Party entitled thereto, by a Warrant of Distress, which the said Justices are

Power of Appeal to Two Justices.

[*Local.*]

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hereby

hereby required to issue, to levy the same on the Goods and Chattels of the said Person or Persons respectively so making such Default as aforesaid, and also all Costs, Charges, and Expences that shall or may thereby be sustained, and after such Payment thereof as aforesaid to return the Overplus thereof to such Person or Persons so making such Default as aforesaid: Provided always, that no Order of the said Justices shall be removable, by Certiorari or other Writ or Proceeding, into any of His Majesty's Courts at *Westminster*, but that all such Orders shall be final and conclusive to all Intents and Purposes, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Saving of Rights.

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

Saving Powers of Commissioners of Sewers for Westminster.

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

Act not to interfere with the Regulations of 5G. 4. c. 126. respecting Parish of Paddington.

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

Saving the Rights of the Corporation of London.

XXXVIII. Provided always, and it is hereby further enacted, That nothing in this Act contained shall prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdiction, or Authority of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors,

or the Lord Mayor for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise; nor to authorize or empower the said Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the said River or the Shore thereof, except so far as is herein-before mentioned.

XXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, alter, lessen, or take away any of the Powers, Rights, or Authorities vested in the Company of Proprietors of the Grand Junction Canal, or to prejudice, obstruct, or impede the free and uninterrupted Navigation of the River *Brent* at or near *Brentford* in the County of *Middlesex*.

Saving the Rights of the Grand Junction Canal Company.

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

Saving Rights of Bishop of London and his Lessees.

XLI. 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, take away, or interfere with any or either of the Acts following; that is to say, an Act passed in the Thirty-fifth Year of the Reign of His Majesty King *George the Third*, intituled *An Act for repealing several Acts made in the Eighth, Tenth, Thirteenth, and Fifteenth Years of the Reign of His present Majesty, for regulating the Nightly Watch and Beadles, and for paving, repairing, cleansing, and lighting the Parish of Saint Marylebone in the County of Middlesex, and for the better Maintenance and Relief of the Poor thereof, and for divers other Purposes therein mentioned; and for making more effectual Provision for those Purposes*; an Act passed in the Forty-sixth Year of His said Majesty King *George the Third*, intituled *An Act for altering and amending an Act made in the Thirty-fifth Year of His present Majesty, for watching, paving, cleansing, and lighting the Parish of Saint Marylebone in the County of Middlesex, and for the better Relief and Maintenance of the Poor thereof*; an Act passed in the Fifty-third Year of the Reign of His said Majesty King *George the Third*, intituled *An Act for altering and amending Two several Acts of the Thirty-fifth and Forty-sixth Years of the Reign of His present Majesty, for paving and improving the Parish of Saint Marylebone in the County of Middlesex*; an Act passed in the Third Year of the Reign of His said late Majesty, intituled *An Act for altering, amending, and enlarging the Powers of Three several Acts, made in the Thirty-fifth, Forty-sixth, and Fifty-third Years of the Reign of His late Majesty King George the Third, for regulating the Nightly Watch and Beadles, and for paving, repairing, cleansing, and lighting the Parish of Saint Marylebone in the County of Middlesex, and for the better Relief and Maintenance of the Poor thereof,*
and

Saving as to Marylebone Acts:

35 G. 3. c. 73.

46 G. 3. c. 90.

53 G. 3. c. 163.

3 G. 4. c. 84.

and for divers other Purposes therein mentioned, and for making more effectual Provision for those Purposes.

Not to affect
Metropolis
Paving Act,
57 G. 3. c. 29.

XLII. 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 interfere with an Act passed in the Fifty-seventh Year of the Reign of His Majesty King *George* the Third, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein.*

Company
only to be
entitled to
usual Costs.

XLIII. Provided always, and be it further enacted, That from and after the passing of this Act the said Company of Proprietors shall not be entitled to Double Costs in any Action or Suit whatsoever, or any other or different Costs than would be payable according to Law between ordinary Parties.

As to Com-
pletion of
Works.

XLIV. And be it further enacted, That if the said Company shall not, within Three Years from and after the passing of this Act, complete the said Works, and bring the Water from such purer Source as is provided by this Act, that then and from thenceforth all and singular the Powers and Authorities vested in the said Company by this Act shall cease and determine to all Intents and Purposes whatsoever.

Public Act.

XLV. 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.

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