



CHAPTER lxxxv.

An Act for empowering the Southwark and Vauxhall Water Company to construct additional works and to raise additional capital and for other purposes. A.D. 1886.

[25th June 1886.]

WHEREAS the Southwark and Vauxhall Water Company (in this Act called "the Company") by an Act passed in the eighth and ninth years of Her present Majesty Queen Victoria cap. LXIX. and by the Southwark and Vauxhall Water Act 1852 (in this Act called "the Act of 1852") or one of them were incorporated and authorised to make and maintain waterworks and to take water from the River Thames and to supply with water and accordingly are supplying with water parts of the counties of Surrey and Kent:

And whereas further powers have from time to time been conferred upon the Company by the several Acts following that is to say the Southwark and Vauxhall Water Act 1855 the Southwark and Vauxhall Water Act 1864 the Southwark and Vauxhall Water Act 1867 the Southwark and Vauxhall Water Act 1872 and the Southwark and Vauxhall Water Act 1884 which last-mentioned Acts together with the Southwark and Vauxhall Water Act 1852 are in this Act referred to as the recited Acts:

And whereas the authorised share capital of the Company is of the amount of one million five hundred and eighteen thousand pounds and the authorised loan capital of the Company is of the amount of four hundred and eighty-two thousand pounds and the whole of such share and loan capital has been raised and expended for the purposes of the Company or used as working capital with the exception of a sum of eighty thousand pounds of authorised share capital and a sum of fifty thousand pounds of authorised loan capital:

And whereas the increasing population of the district supplied with water by the Company renders necessary a continuous outlay

A.D. 1886. of capital and the Company are also about to extend to parts of their limits of supply not at present so supplied a constant supply of water and it is therefore expedient that the Company be empowered to raise further capital :

And whereas it is also expedient that further powers with respect to the purchase of land the construction and improvement of works the dealing with surplus lands and with respect to other matters be conferred on the Company and that the powers of the Company be in various respects enlarged and the Acts relating to the Company be in divers particulars extended and amended :

And whereas a certain piece of land (in this Act referred to as "the Battersea land") situate at Battersea in the county of Surrey adjacent to the Company's filter beds and reservoirs there and belonging or reputed to belong to the London Brighton and South Coast Railway Company (in this Act referred to as the Brighton Company) has been for some time past and is now used as a dust-yard and objection having been made to such user the Brighton Company and the Company have entered into the agreement set forth in the First Schedule to this Act (in this Act referred to as the Battersea agreement) and it is expedient that the Battersea agreement should be confirmed :

And whereas plans and sections describing the lines situation and levels of the intended works and the lands which may be taken for the purposes thereof and books of reference to those plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of such lands have been deposited with the respective clerks of the peace for the counties of Surrey Kent and Middlesex and are in this Act respectively referred to as the deposited plans sections and books of reference :

And whereas the objects aforesaid 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 (that is to say) :—

Short title. 1. This Act may be cited as the Southwark and Vauxhall Water Act 1886.

Incorporation of general Acts. 2. The following Acts and parts of Acts (so far as they are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act (namely) :—

Parts II. (Additional Capital) and III. (Debenture Stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 ; A.D. 1886.

The Lands Clauses Consolidation Acts 1845 1860 and 1869 as the same are amended by the Lands Clauses (Umpire) Act 1883 ;

The Waterworks Clauses Acts 1847 and 1863 ; and

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof Provided that in construing the provisions of the latter Act for the purposes of this Act the expressions " the railway " and " the centre of the railway " shall respectively mean the works and the boundaries of the works by this Act authorised And provided further that the said provisions shall apply only to the reservoir by this Act authorised and the works immediately connected therewith.

3. Terms to which meanings are assigned in Acts incorporated wholly or in part with this Act or which have therein special meanings have in this Act the same respective meanings and in this Act and (for the purposes of this Act) in Acts incorporated wholly or in part with this Act the expression " superior courts " or " court of competent jurisdiction " or any other like expression shall have effect as if the debt or demand with respect to which it is used was a simple contract debt and not a debt or demand created by statute. Interpretation.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and situation and according to the levels shown on the deposited plans and sections the reservoir lines of pipes bridge and other works herein-after described with all proper embankments walls filtering beds dams sluices cuts channels pipes tanks engines buildings machinery and other works and conveniences connected therewith for collecting filtering storing and distributing water and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose. Power to make water-works and to take lands, &c.

The waterworks and other works herein-after referred to and authorised by this Act are :—

A service reservoir wholly in the parish of Lewisham in the county of Kent which service reservoir will have a superficial area of 2500 square yards or thereabouts and will be situate on certain lands numbered 667 in the parish of Lewisham aforesaid on the 25-inch Ordnance map of the county of Kent ;

A line of pipes (line of pipes No. 1) wholly in the said parish of Lewisham commencing in and issuing out of the north-eastern

A.D. 1886.

corner of the reservoir herein-before described and terminating in the high road called or known as Honor Oak Road leading from Peckham Rye to Forest Hill at a point in that road opposite the boundary post indicating the boundary between the parish of St. Giles Camberwell and the parish of Lewisham ;

A line of pipes (line of pipes No. 2) commencing in the parish of Hampton in the county of Middlesex at the north-eastern boundary fence of the Company's land numbered 279 in the parish of Hampton on the 25-inch Ordnance map of the county of Middlesex and terminating in the parish of Tooting Graveney in the county of Surrey in the road leading from Lower Tooting to Streatham at the point of junction of that road with Ullathorne Road ;

A line of pipes (line of pipes No. 3) wholly in the parish of West Molesey in the county of Surrey commencing at a point distant 34 feet or thereabouts in a north-easterly direction from the water level at the western point or extremity of the island known as "Platt's Ait" in the River Thames and terminating at a point distant 204 feet or thereabouts in a westerly direction from the water level at the eastern point or extremity of the said "Platt's Ait" ;

A line of pipes (line of pipes No. 4) commencing in the parish of West Molesey in the county of Surrey by a junction with line of pipes No. 3 herein-before described and terminating in the parish of Hampton in the county of Middlesex at the boundary fence of the Company's land on the western side of Lower Sunbury Road in the county of Middlesex ;

A bridge crossing the Lower Sunbury Road wholly in the parish of Hampton in the county of Middlesex commencing at the Company's boundary fence on the eastern side of the said Lower Sunbury Road and terminating at the Company's boundary fence on the western side of the said Lower Sunbury Road :

Together with all proper approaches communications works and conveniences ancillary or subsidiary thereto or connected therewith and may take use and appropriate for the purposes of works authorised by this Act all underground waters found in on or under any lands acquired under the powers of this Act.

5. If in the laying of the lines of pipes or any or either of them authorised by this Act it be found necessary to lay any such pipes over under across or in near proximity to the mains or pipes of the Company of Proprietors of Lambeth Waterworks (herein-after

For protection of the Lambeth Waterworks Company.

A.D. 1886.

called "the Lambeth Company") which may be already laid or which may be laid before the time when the laying of the pipes authorised by this Act is commenced the Company shall give seven days previous notice to the Lambeth Company of the intention of the Company to lay such line of pipes and such line of pipes where they cross over or under or are in near proximity to the mains or pipes of the Lambeth Company shall only be laid under the superintendence and to the reasonable satisfaction of the engineer of the Lambeth Company so as to ensure as little hindrance or obstruction or difficulty of access to the mains and pipes and other appliances of the Lambeth Company as possible :

Nothing in this Act shall authorise the Company to take up divert remove or in any way interfere with the mains pipes and other appliances of the Lambeth Company without their consent in writing first obtained for the purpose and then only under the superintendence and to the reasonable satisfaction of the engineer of the Lambeth Company :

The Company shall make good all damage which may be done by them to the mains pipes and other appliances of the Lambeth Company in the carrying out of the works or any of them authorised by this Act and the Company shall make full compensation for any loss or damage which the Lambeth Company may sustain in the carrying out of the works authorised by this Act and which the Company may not be able to make good and shall also pay all the expenses incurred by the Lambeth Company under this section for superintendence or otherwise :

Any difference which may arise between the Company and the Lambeth Company as to the laying down of pipes or constructing works or interference with the mains pipes or other appliances of the Lambeth Company shall on the application of the Company or the Lambeth Company be referred to and determined by an arbitrator to be agreed upon or failing agreement an engineer to be appointed by the president for the time being of the Institution of Civil Engineers :

Nothing in this Act shall authorise the Company to supply or to lay down pipes for supplying water to any parish or place which is included within the authorised limits of supply of the Lambeth Company but is not included within the authorised limits of supply of the Company at present or prior to the passing of this Act.

6. The line of pipes (No. 2) by this Act authorised and all or any temporary or permanent works connected therewith so far as the same are or may be within a distance of twenty-five feet from any of the piers abutments or foundations of the bridge over the

For protection of
Kingston
Bridge
Trustees.

A.D. 1886. River Thames at Kingston-on-Thames or the approaches thereto for a distance not exceeding one hundred feet from the structure thereof and which bridge is situate partly in the parish of Kingston-upon-Thames in the county of Surrey and partly in the parish of Hampton in the county of Middlesex and carries or continues the high road from Hampton Wick in the county of Middlesex to Kingston aforesaid shall if constructed be at the sole expense of the Company constructed executed and performed under the superintendence and to the satisfaction of the engineer or surveyor for the time being of the trustees of Kingston-upon-Thames bridge aforesaid (whose reasonable charges of and incident to such superintendence or otherwise in the matter shall from time to time on demand be paid by the Company) and the same line of pipes and works shall not be constructed within a distance of twenty feet from any of the piers abutments or foundations of such bridge without the previous written consent of the said trustees And the Company shall at the like expense subsequently maintain the same works and all necessary works connected therewith in good substantial condition to the satisfaction of such last-mentioned engineer or surveyor and if at any time or times hereafter any injury or damage shall be done or occasioned to such bridge or any of the piers abutments or foundations of the same or any part thereof respectively through or by reason or in consequence of the said works of the Company or the execution thereof the Company shall at the like expense forthwith repair and make good all such injury or damage to the satisfaction of such last-mentioned engineer or surveyor Provided that in the event of any difference arising on the foregoing clause between the said trustees and the Company the same shall be determined by an engineer to be appointed at the instance of either party by the president for the time being of the Institution of Civil Engineers whose decision as well as to such difference as to the costs incident to the reference shall be final And the Company shall not make or commence any works excepting necessary repairs within the distance of twenty-five feet aforesaid until the expiration of fourteen days after notice in writing to such trustees or their clerk for the time being.

As to construction of portions of line of pipes No. 2.

7. In constructing the line of pipes No. 2 (in this section called "the said line of pipes") by this Act authorised the following provisions shall unless otherwise agreed between the Guardians of the Poor of the Kingston Union acting as the Rural Sanitary Authority and the Company apply and have effect (that is to say):—

1. The said line of pipes shall between the point after it leaves the bed of the River Thames and where it is under the public

A.D. 1886.

road between Bell Hill and the subterranean passage connecting the grounds attached to Garrick's Villa be laid and constructed at a depth of not less than fifteen feet measured from the surface of the ground to the bottom of the said line of pipes.

2. From a point in the public road numbered 14 on the deposited plans in the parish of Hampton opposite the parish church the said line of pipes shall be so constructed as to pass under that road from the southern side thereof to the footpath on the northern side of the said road and from thence to the south-western corner of Hampton Court Green the said line of pipes shall be constructed under the said footpath and as close as reasonably may be to the boundary of Bushey Park.
3. From the north-eastern corner of the Hampton Court Green the said line of pipes shall on re-entering the public road numbered on the deposited plans 18 in the parish of Hampton be constructed on the southernmost side of that road and as close to the boundaries of the respective properties abutting upon that road as the owners of those properties respectively and the Company may agree.

8. The Company shall execute the works by this Act authorised so far as the same affect any main roads in the county of Middlesex as defined by the Highways and Locomotives (Amendment) Act 1878 subject to the following conditions viz. :—

For protection of main roads in the county of Middlesex.

1. The Company shall not commence nor execute any such works as aforesaid unless and until they have first delivered to the surveyor of Middlesex county bridges plans drawings and specifications of the works intended to be executed nor until the same plans drawings and specifications shall have been examined and approved of by the said surveyor by writing under his hand Provided always that if the said surveyor shall fail to approve of the works for one calendar month after the plans drawings and specifications thereof have been delivered to him then the Company shall not execute nor commence any such works as aforesaid unless and until plans drawings and specifications thereof shall have been examined and approved of by an engineer to be appointed by the Board of Trade on the application of the Company ;
2. The Company shall execute all such works as aforesaid at their sole expense and under the superintendence and to the satisfaction of the said surveyor of Middlesex county bridges

A.D. 1886.

whose charges incident to the approval of the said plans drawings and specifications and to the superintendence of the works shall be paid by the Company and the Company shall at the like expense subsequently maintain the same works and all necessary works connected therewith in good substantial condition to the satisfaction of the said surveyor.

For protec-
of Surrey
county
bridges.

9. For the protection of Surrey county bridges and approaches thereto and other property be it enacted as follows:—

(a) No works at any time affecting any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches to any such bridge shall be placed or constructed and no alteration or disturbance of any county bridge or approach road thereto shall be begun except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his reasonable satisfaction and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid. Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications during two months after the same shall have been submitted to him such omission shall be deemed an approval except in the case of the before-mentioned omission of the county surveyor if the Company commence any works in contravention of this section they shall pay to the said justices by way of liquidated damages a sum not exceeding twenty-five pounds and a further sum not exceeding ten pounds for every day in which the works shall be continued which sums shall be recovered with costs of action in any court of competent jurisdiction;

(b) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said justices all costs losses damages and expenses to which they may be put or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

A.D. 1886.

(c) The costs charges and expenses of the said surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

10. Whereas in the laying down and maintaining of the line of pipes No. 2 certain railways and works of the London and South-western Railway Company (herein-after called the South-western Company) and certain other railways and works being the joint property of the South-western Company and of the London Brighton and South Coast Railway Company (herein-after referred to as the Brighton Company) and a certain other authorised railway jointly owned by the South-western Company and the Metropolitan District Railway Company (herein-after called "the District Company") will or may be interfered with and it is necessary for the proper protection thereof that the following provisions shall have effect be it enacted as follows that is to say:—

For the protection of the London and South-western the London Brighton and South Coast and the Metropolitan District Railway Companies.

1. Before commencing any works by this Act authorised within five yards of any of the railways works or properties of the South-western Company the Brighton Company or the District Company or any or all of those companies either jointly or severally (each and all of which companies are either severally or jointly herein-after referred to as "the railway company" or "railway companies" as the case may be) the Company shall deliver to the railway company or railway companies as the case may be plans sections and drawings of the works proposed to be executed with specifications in writing describing the proposed manner of executing the same and such plans drawings and specifications shall be so delivered at least twenty-one days before the commencement of any such work and if at the expiration of twenty-one days from such delivery the plans sections drawings and specifications shall not be approved by the chief engineer or the engineer having for the time being the charge of the railways and works of the railway company or railway companies as the case may be (herein-after called "the railway engineer") there shall be deemed to be a difference and such difference shall unless otherwise agreed be settled in manner herein-after mentioned;

2. In the event of the plans drawings and specifications being approved by the railway engineer the said works shall be executed and for the purposes of this section the maintenance and repair hereafter (except in case of emergency) shall be considered as included in the requirements as to

A.D. 1886.

execution of the said works in strict accordance therewith and under the superintendence and to the reasonable satisfaction of the railway engineer or if they shall so elect the railway company or railway companies as the case may be shall be at liberty to execute any of the said works by this Act authorised and the execution thereof shall be effected with all reasonable speed and at the sole expense of the Company ;

3. If any difference shall arise between the railway company or railway companies as the case may be and the Company concerning the plans drawings or specifications or concerning the execution of the said works every such difference shall (unless otherwise agreed) be settled by an umpire to be appointed by the railway company or railway companies as the case may be and the Company respectively or if they cannot agree upon an umpire then by an umpire to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either party ;
4. The said works shall be so executed and maintained that the traffic upon the railways and as far as practicable the road traffic on the approach to the railways and stations of the railway company or railway companies as the case may be shall not be in anywise impeded or interfered with and if from any cause the said works shall fall into such condition as to damage or injure any of the railways or works or property or endanger the traffic thereon or impede or interfere with the use thereof the railway company or railway companies as the case may be may repair or in case of abandonment remove the said works and may from time to time recover on demand from the Company all reasonable costs and expenses from time to time incurred by the railway company or railway companies as the case may be in or about such repair or removal ;
5. The railway company or railway companies as the case may be may if they deem fit employ watchmen or inspectors to watch and inspect the works during their construction repair renewal or removal in under over or upon any railway works or property belonging to them respectively or within five yards on either side thereof and the wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the railway company or railway companies as the case may be ;

A.D. 1886.

6. If by reason of the execution or maintenance of the said works the traffic upon the railways of the railway company or railway companies as the case may be shall be impeded the Company shall pay to the railway company or railway companies as the case may be by way of liquidated damages in addition to the costs and expenses herein-before mentioned ten pounds for every hour during which such traffic shall be impeded ;
7. In no case shall any work be constructed under the railway or within a distance of five yards on either side thereof within three feet of the level of the upper surface of the rails and the Company shall so lay out and construct the works in or on any land or property of the railway company or railway companies as the case may be so as not to interfere with the laying down at any future time of an additional line or lines of railway thereon ;
8. The levels of the road passing under any railway work or property of the railway company or railway companies as the case may be shall not be altered nor shall the headway afforded by the bridge carrying the railway over such road be in any way lessened or interfered with and no alteration in or interference with any bridge viaduct or other structure shall be made without the written consent of the railway company or railway companies as the case may be being first obtained ;
9. The Company shall indemnify the railway company or railway companies as the case may be for any damage or compensation which may be recovered against them by reason of any interruption of the traffic on to or from any railway of the railway company or railway companies as the case may be or by reason of any accident thereon or by reason of any injury or damage to the works lands or property of the railway company or railway companies as the case may be occasioned by the acts or defaults of the Company ;
10. The Company shall acquire an easement only in and upon any works land and property of the railway company or railway companies as the case may be which may be necessary for constructing and maintaining the pipes by this Act authorised to be laid ;
11. The amount to be paid for the acquisition of any easement upon or under the railway land or property of the railway company or railway companies as the case may be shall unless otherwise agreed be settled in the manner provided

A.D. 1886.

by the Lands Clauses Consolidation Act 1845 with respect to the purchase of land otherwise than by agreement and any difference which may arise between the railway company or railway companies as the case may be and the Company with respect to any matters arising out of these provisions shall be settled in the like manner;

So far as the provisions of the said Act are applicable and in cases where the same are not applicable such difference shall be settled by arbitration as provided by the Companies Clauses Consolidation Act 1845.

For protec-
tion of
Lewisham
District
Board of
Works.

11. For the protection of the Board of Works for the Lewisham District (in this section called "the board") the following provisions shall have effect with respect to such of the works as are to be constructed and made and such of the powers of the Company as are to be exercised within the said district (that is to say):—

1. Notwithstanding anything in this Act contained the Company shall not deviate upwards in constructing the service reservoir in this Act mentioned and such service reservoir and the works connected therewith shall not be constructed otherwise than in accordance with the sections without the consent of the board first had and obtained and subject to such conditions (if any) as they may impose;
2. Notwithstanding anything in this Act contained the Company shall not be entitled to construct erect or place above the surface of any land situate in the district of the board any works engines machinery embankments or buildings other than the said service reservoir in the said plans shown and such house or office as may be required for the accommodation of the person or persons in charge of the service reservoir and works and such service reservoir shall be so constructed as to hide from public view as far as possible the retaining walls thereof and the same shall be made as slightly as possible by means of a sloping grass embankment;
3. The Company shall in constructing their said works cause as little injury as possible from cartage and haulage over the roads in the said district and shall make good or pay the costs of making good all damage done to such roads by extra haulage and cartage in constructing such service reservoir;
4. The Company shall from time to time on demand pay to the board all costs charges and expenses which the board may from time to time incur by or in consequence of the intended works (including the costs of superintendence of any works

affecting any roads or sewers during the construction or alteration of the said works) or by or in consequence of the exercise of any of the powers conferred upon the Company by this Act.

A.D. 1886.

12. For the protection of the Conservators of the River Thames (in this section called "the Conservators") the following provisions shall have effect (that is to say):—

For the protection of the Conservators of the River Thames.

1. The lines of pipes by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames shall if constructed be executed and performed to the satisfaction of the engineer for the time being of the Conservators and the traffic of the said River Thames shall not be interfered with more than may be absolutely necessary and the Company shall within fourteen days after notice from the Conservators so to do remove any materials for temporary works which may have been placed in the river by the Company and on their failing to do so the Conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the Conservators all expenses so incurred:

Provided that where such materials or temporary works have been so placed for the purpose of constructing the lines of pipes authorised by this Act the Company shall not be required to remove the same until after such lines of pipes shall have been completed.

2. The Company shall not make or commence any work on the shore or bed of the River Thames without the consent of the Conservators until the expiration of one month after notice to the Conservators.
3. No works either temporary or permanent shall be constructed in or under the bed of the River Thames as to prevent the Conservators from deepening and dredging the river to the depth of two feet six inches above Ordnance datum.
4. The Company shall hang out and exhibit upon any temporary works or materials which may be placed on the river by the Company during the making of the said lines of pipes or works connected therewith every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the Conservators

A.D. 1886.

by writing under the hand of their secretary shall approve and direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit a sum of ten pounds.

5. Nothing in this Act contained shall authorise or empower the Company to embank or encroach upon or interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plan to be approved by the Conservators.
6. Nothing in this Act contained or done under the authority thereof shall alter prejudice or affect an agreement dated the 1st day of July 1852 and made between the Company of the one part and the Mayor and Commonalty and Citizens of the city of London of the other part or the rights powers or authorities of the Company or of the Conservators under that agreement or authorise or be deemed to authorise the Company to subtract or take away from the River Thames in any one day a larger quantity of water than the 20 million of gallons to which they are restricted by such agreement without the consent of the Conservators in writing.
7. The Company shall not (except as far as shall be necessary in the construction of the said lines of pipes by this Act authorised and the works connected therewith) take any gravel soil or other material from the bed of the river without the previous consent of the Conservators signified in writing under the hand of their secretary.
8. Except as herein expressly provided nothing contained in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the Conservators or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of passing this Act the Conservators did or might lawfully claim use or exercise.
9. Nothing contained in this section shall prejudice or affect the free use and enjoyment and power of disposition by Her Majesty or any Department of Her Majesty's Government entitled thereto of those parts of the bed soil and shores of the River Thames reserved and excepted from the operation of the Thames Conservancy Act 1857 or shall authorise the Conservators in any manner to interfere therewith.

For protec-
tion of
sewers in the
metropolis.

13. Where any of the intended works to be done under or by virtue of this Act shall 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 of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-eight days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with the regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to in superintendence shall be paid to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing therein except as in this Act specially provided shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective boards or

A.D. 1886.

A.D. 1886. vestries or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Limits of deviation.

14. In the construction of the works authorised by this Act and subject to the provisions thereof the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and where on any road no such limits are shown the boundaries of such road shall be deemed to be such limits and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding in the case of the service reservoir five feet downwards and in the case of all other works to any extent not exceeding ten feet upwards or downwards such last-mentioned powers of deviation so far as the same may be exercised to an extent beyond five feet upwards or downwards to be exercised only with the consent of the Board of Trade after notice to all owners lessees and occupiers of property through which any works by this Act authorised and so to be deviated shall pass the Company making full compensation to be ascertained in manner provided by the Lands Clauses Consolidation Act 1845 to all persons injuriously affected by any such deviation but if it be found necessary or expedient in the construction of the service reservoir by this Act authorised to alter the situation of any embankment they may within the limits of deviation in the construction thereof and of the works connected therewith deviate vertically from the levels of such embankments reservoir and works as shown on the deposited sections with reference to the datum line to any extent not exceeding twenty feet Provided always that the Company shall not construct any embankment or wall of the service reservoir of a greater height above the general surface of the ground than that shown on the deposited sections and three feet in addition.

Confirmation of Battersea agreement.

15. The Battersea agreement is hereby confirmed and made binding upon the Brighton Company and the Company.

Confirmation of agreement with Charles Seely.

16. The agreement dated the 12th day of April 1886 made between the Company of the one part and Charles Seely of the other part and set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Period for compulsory purchase of lands.

17. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Prevention and detection of waste.

18. Subject to the provisions of this Act the Company may for the purpose of preventing and detecting waste from time to time affix and maintain meters and similar apparatus on the service pipes

and mains of the Company and stop cocks in the pipes supplying houses with water and may insert in the roads or footways the necessary covers or boxes for giving access and protection thereto and may from time to time for that purpose break up and interfere temporarily with public and private streets roads lanes footways thoroughfares tramways and gas or water pipes :

A.D. 1886.

Provided that this section shall not apply to any roads streets lanes footways thoroughfares sewers drains and pipes under the control or authority of the Lewisham District Board of Works Provided further that nothing in this Act contained shall empower the Company to affix any stop cocks stop cock covers or boxes meters or similar apparatus in any pavement surface or soil of any street the paving whereof is under the control and management of any vestry or district board of any parish or district at a greater distance than fifteen inches from the wall of any house or the boundary or fence of any property where such house or property abuts on the pavement footway or roadway except with the consent of such vestry or district board but such consent shall not be unreasonably withheld and subject thereto and to the provisions of this Act the provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes and the provisions of the Metropolis Management Acts 1855 and 1862 with respect to notice superintendence reinstatement penalties and prevention of accident shall wherever those Acts may from time to time have force and effect apply.

19. Nothing contained in this Act shall authorise the Company to enter upon use or interfere with any part of Hampton Court Green or any lands vested in or under the management of the Commissioners of Her Majesty's Works and Public Buildings or to take or interfere with any discharge culvert from the Queen's River otherwise the Longford River or any water pipe for the supply of water to Hampton Court Palace or any drain connected with the said palace or the Royal Mews without the consent in writing of the Commissioners or First Commissioner for the time being of Her Majesty's Works and Public Buildings on behalf of Her Majesty first had and obtained for that purpose which consent such Commissioners or First Commissioner are and is hereby authorised to give upon such terms and subject to such conditions as they or he may think fit.

Hampton Court Green and water supply to Hampton Court Palace not to be interfered with.

20. If the works authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or in relation thereto shall cease to be exercised

Period for completion of works.

A.D. 1886. — except as to so much thereof as is then completed but nothing in this section shall restrict the Company from extending their works mains and pipes from time to time whenever it shall be necessary for the purpose of increasing or distributing the supply of water within their existing limits of supply.

Restriction on displacing persons of the labouring class.

21. The Company shall not under the powers of this Act without the consent in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board purchase or acquire in any parish within the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or beyond the metropolis in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Power to take easements, &c. by agreement.

22. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Company may sell lands not required for their undertaking.

23. The Company may subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands and subject to any conditions imposed by any Act of Parliament from time to time sell and dispose of any lands acquired by them under the powers of the recited Acts or this Act either before or after the passing of this Act which shall not be required for the purposes of their undertaking. A resolution of a general meeting of the Company duly convened that any land is not so required shall be sufficient evidence thereof.

24. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they have now in their hands or which they have power to raise and which may not be required for other purposes connected with their undertaking and may for the purposes of this Act and for the general purposes of their undertaking subject to the provisions of Part III. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole three hundred thousand pounds by the creation and issue of debenture stock and may attach to such stock any fixed and perpetual interest not exceeding the rate of four pounds per centum per annum.

A.D. 1886.

Power to apply corporate funds to purposes of Act and to raise additional capital.

25. Notwithstanding anything in any Acts relating to the Company contained the Company shall when any stock created under the powers of this Act is to be issued offer the same for sale by public auction or by tender in such manner at such times and subject to such conditions of sale as the Company shall from time to time determine :

New debenture stock to be offered by auction or tender.

Provided that at any such sale by auction no single lot shall comprise more than one hundred pounds nominal value of such stock and that the Company may at any sale by auction or by tender fix a reserved price to be put upon such stock and notice of the amount of such reserved price shall be sent by the Company in a sealed letter to the Board of Trade not less than twenty-four hours before the day of auction or the last day for the reception of tenders as the case may be and such letter may be opened after such day of auction or last day for the reception of tenders and not sooner and provided that no priority of tender shall be allowed to any holder of shares or stock in the Company.

26. It shall be one of the conditions of any sale of stock under this Act that the whole nominal amount thereof together with any premiums given by any purchaser at such sale shall be paid to the Company within three months after such sale.

Purchase money of capital sold by auction to be paid within three months.

27. The intention to sell any such stock by auction or by tender shall be communicated in writing to the town clerk of the city of London and to the clerk of the Metropolitan Board of Works and to the Secretary of the Committee of the London Stock Exchange at least twenty-eight days before the day of auction or the last day for the reception of tenders as the case may be and notice of such intention shall be duly advertised four times during such period in two or more London daily newspapers.

Notice to be given as to sale, &c.

28. When any stock created under the powers of this Act has been offered for sale by auction or tender and not sold the same

Stock not sold to be offered to

A.D. 1886. shall be offered at the reserved price put upon the same respectively
share- for the purpose of sale by auction or tender to the holders of
holders. ordinary shares or ordinary stock in the Company in manner pro-
vided by the Companies Clauses Act 1863 with respect to new
shares or stock and the provisions of section 17 to 21 of that Act
shall apply accordingly as if the debenture stock were new stock
within the meaning of those sections. Provided always that any
stock so offered and not accepted within the time prescribed by the
said Act shall again be offered for sale by public auction or by
tender in the manner and subject to the provisions of this Act with
respect to the sale of stock.

Application
of premiums
arising on
issue of
stock.

29. Any sum of money which shall arise from the issue of any
stock by way of premium after deducting therefrom the expenses of
and incident to such issue shall not be considered as profits of the
Company but shall be expended in extending and improving the
works of the Company or in cancelling debenture stock or in paying
off money borrowed or owing on mortgage by the Company and
shall not be considered as part of the capital of the Company
entitled to dividend.

Limit to
amount of
stock to be
created.

30. It shall not be lawful for the Company to create and issue
any greater nominal amount of stock under the powers of this Act
than will be sufficient to produce including any premiums which
may be obtained on the sale thereof the total amount of the moneys
which the Company are for the time being authorised to raise by
the issue of such stock. Provided always that in the event of such
debenture stock or any part thereof being issued at less than par
value and resulting in a deficiency in the nominal amount of the
additional capital hereby authorised to be raised the Company may
issue such additional amount of debenture stock as shall be equivalent
to the deficiency so resulting.

Debenture
stock.

31. Notwithstanding anything in the Companies Clauses Act
1863 contained the interest of all debenture stock at any time
after the passing of this Act created and issued by the Company
shall rank *pari passu* with interest of all mortgages at any time
after the passing of this Act granted by the Company and shall have
priority over all principal moneys secured by such mortgages.

Debenture
stock not to be
converted into
share capital.

32. The Company shall not have power to convert into share
capital any debenture stock created under the powers of this Act.

Repeal of
provisions of
former Acts
as to receiver.

33. Section 8 of the Southwark and Vauxhall Water Act 1872
(arrears may be enforced by appointment of receiver) is hereby
repealed but without prejudice to any appointment heretofore made
or proceedings now pending.

34. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds.

A.D. 1886.

For appointment of a receiver.

35. All money to be raised by the Company on debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act. Provided always that this priority shall not affect any claim against the Company or their property in respect of any rentcharge granted or to be granted by them in pursuance of the Lands Clauses Consolidation Act 1845 or the Lands Clauses Consolidation Acts Amendment Act 1860 or in respect of any rent or sum reserved by or payable under any lease granted or made to the Company in pursuance of any Act relating to the Company which is entitled to rank in priority to or *pari passu* with the interest on their mortgages or debenture stock nor shall anything in this section contained affect any claim for land taken used or occupied by the Company for the purposes of the Company's undertaking and works or injuriously affected by the construction thereof or by the exercise of any powers conferred upon the Company.

Priority of mortgages over other debts.

36. From and after the expiration of three years from the issue from time to time of any debenture stock under the powers of this Act there shall be carried to a sinking fund in each year such percentage on such amount of debenture stock as shall be equal to the excess of the average percentage of the dividend or interest paid for that year on all the capital of the Company whether share capital or borrowed above the interest together with an additional one per centum per annum added thereto for management on such debenture stock such sinking fund to be held and applied by the Chamberlain of the city of London as trustee for the purpose of purchasing and extinguishing the share capital of the Company or for such other purposes as Parliament may from time to time determine.

Creation of sinking fund.

37. All moneys raised under this Act shall be applied by the Company only to the purposes of this Act and for the general purposes of their undertaking being in all cases purposes to which capital is properly applicable.

Application of moneys.

38. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they

Application of authorised funds.

A.D. 1886. have in their hands or which they are by the recited Acts or any of them authorised to raise and which may not be required for the purposes to which they are by those Acts made applicable.

Saving
rights of the
Crown.

39. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Provisions as
to general
Acts.

40. Nothing in this Act contained shall exempt the Company from the provisions of the Metropolis Water Act 1852 the Metropolis Water Act 1871 or any other general Act relating to the supply of water to the metropolis or the suburbs thereof now in force or which may hereafter pass during this or any future session of Parliament.

Expenses of
Act.

41. The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act shall be paid by the Company.

FIRST SCHEDULE.

A.D. 1886.

AN AGREEMENT dated the eighth day of March 1886 between THE SOUTHWARK AND VAUXHALL WATER COMPANY (herein-after referred to as the Southwark Company) of the one part and THE LONDON BRIGHTON AND SOUTH COAST RAILWAY COMPANY (herein-after referred to as the Brighton Company) of the other part.

WHEREAS the Southwark Company are promoting a Bill in Parliament for various objects and among others for acquiring a piece of land wholly situate in the parish of St. Mary Battersea in the county of Surrey containing a superficial area of $\frac{1}{2}$ acre 37 perches and 750 yards or thereabouts bounded on the north by the River Thames on the east and south by other lands belonging to the Southwark Company and on the west by other land of the Brighton Company and which piece of land proposed to be acquired belongs to the Brighton Company and is in the joint occupation of the Brighton Company and of Henry Covington and is used by the said Henry Covington as a dust-sifting and manure-mixing yard and which piece of land is delineated and is coloured blue on a plan signed by Sir Philip Rose Baronet on behalf of the Brighton Company and by Sam Bircham on behalf of the Southwark Company (and herein-after referred to as the "signed plan").

And whereas objection has been made to the use of the said piece of land as a dust-sifting and manure-mixing yard owing to the propinquity of the filtering beds and reservoirs of the Southwark Company and the Southwark Company have applied to the Brighton Company to sell the said piece of land which the Brighton Company are unwilling to do.

And whereas the Brighton Company have offered to the Southwark Company to discontinue or cause to be discontinued the use of the said piece of land as a dust-sifting and manure-mixing yard on the terms and conditions herein-after appearing.

Now therefore it is agreed as follows that is to say :—

1. The Southwark Company will withdraw with the approval of Parliament from their Bill the cause empowering them to acquire the said piece of land coloured blue on the "signed plan."

2. The Brighton Company will not use nor allow to be used the said piece of land coloured blue on the "signed plan" for the sifting or loading or unloading of household dust or for the stacking or preparation of the same or of manure or any other noxious purpose (all of which are included in the term noxious purposes) so long as the Southwark Company shall continue to filter or store unfiltered water in uncovered reservoirs on the site of their existing works at Battersea or shall require the discontinuance of the noxious purposes but the Brighton Company may continue to use the said piece of land coloured blue on

A.D. 1886. the "signed plan" for the general purposes of their railway other than the noxious purposes above mentioned.

3. The Southwark Company shall allow the Brighton Company to use for the general purposes of their railway other than the noxious purposes above-mentioned the piece of land coloured red on the "signed plan" at a nominal rent of 5s. per annum subject as herein-after mentioned.

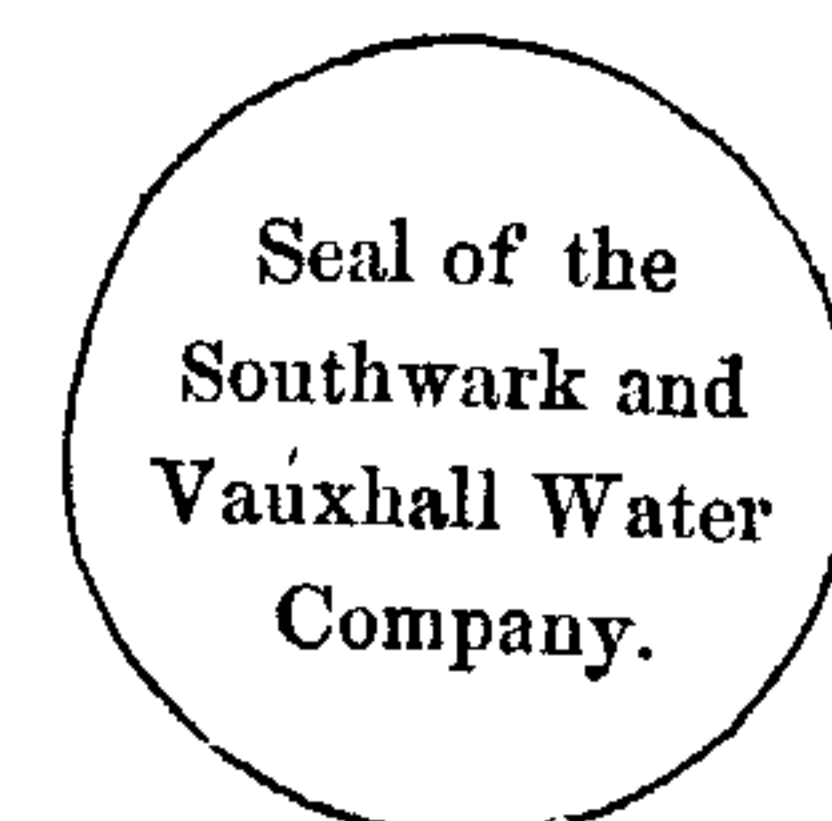
4. The Brighton Company shall be at liberty to place on the said piece of land coloured red on the "signed plan" any rails or other conveniences including weigh-houses and the like for the general purposes of their railway but shall not be at liberty to place thereon any buildings or erections other than of a moveable character and approved by the Southwark Company's engineer.

5. If at any time the Southwark Company shall cease to filter or store unfiltered water in uncovered reservoirs on the site of their existing works at Battersea and shall desire to re-occupy or re-possess the said piece of land coloured red on the "signed plan" they shall be at liberty to do so on giving six months' notice in writing to the Brighton Company of such their desire but if such notice shall be given within seven years from the date hereof then in that event they shall pay to the Brighton Company the cost of removing but not of re-laying or re-erecting any rails weigh-houses or conveniences to their yard on the west side of the existing railway of the Brighton Company and thereupon the Brighton Company shall be at liberty to revive their former unrestricted use of the piece of land coloured blue on the "signed plan."

6. In the event of any question arising as to the true construction of the term noxious purpose the same shall be finally decided by some independent sanitary expert (other than the local sanitary officer of the district) to be named for the purpose by the Local Government Board.

This agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein.

In witness whereof the Southwark Company and the Brighton Company have hereunto respectively caused their common seals to be affixed the day and year above written.



SECOND SCHEDULE.

A.D. 1886.

AGREEMENT made the twelfth day of April 1886 between THE SOUTHWARK AND VAUXHALL WATER COMPANY (herein-after called the Company) of the one part and CHARLES SEELY of Furzedown Park Tooting in the County of Surrey Esquire (herein-after called the Landowner) of the other part.

WHEREAS the Company have introduced a Bill into Parliament intituled "A Bill for empowering the Southwark and Vauxhall Water Company to construct additional works and to raise additional capital and for other purposes."

And whereas the line of pipes No. 2 as proposed by the Bill to be authorised is laid out through lands of the landowner in the course of the dotted red line on a plan signed by Webster Butcher on behalf of the said Charles Seely and Sam Bircham on behalf of the Company and herein-after referred to as the "signed plan" and the landowner objects thereto and has presented a petition against the Bill.

And whereas the Company have proposed to the landowner with a view of meeting his objections that the line of pipes No. 2 should be laid in the course of the blue line on the "signed plan" instead of in the course of the dotted red line thereon and the landowner assents thereto and in consideration of the Company so deviating their line of pipes No. 2 has agreed to withdraw his petition against the Bill.

NOW THEREFORE in consideration of the landowner withdrawing his opposition to the Bill the Company agree—

1. That if the Bill should receive the sanction of Parliament they will in laying down and constructing the line of pipes No. 2 lay down and construct the same in the course of the blue line on the "signed plan" instead of in the course of the dotted red line thereon and as shown on the deposited plans.

2. That nothing in this agreement contained shall deprive the landowner of any right to compensation by reason of the Company taking or using his land for the purpose of laying down and constructing the line of pipes No. 2 but the landowner shall grant to the Company an easement for laying down and constructing the same in the course of the blue line on the "signed plan" and for the maintenance or repair thereof in the future and such easement shall be by deed in the usual way to be prepared by and at the expense of the Company and the amount of compensation shall be either a sum in gross or an annual rent as shall be preferred by the landowner and shall be determined in case of difference by a person to be agreed upon between the landowner and the Company or failing agreement by a person to be appointed by the president for the time being of the Institution of Surveyors.

3. The Company shall not except by permission of the landowner enter on the land of the landowner for the purpose of carrying into execution their works before the said grant of easement is signed and shall complete all the works to be executed upon the said land within one month after such entry.

[Ch. lxxxv.] *Southwark and Vauxhall Water* [49 & 50 VICT.]
Act, 1886.

A.D. 1886.

4. Any future repairs of the works of the Company upon the lands of the landowner shall not be commenced until after one week's notice to the landowner and shall be proceeded with and completed with all reasonable dispatch.


5. On signing hereof the Company shall pay all the costs of the landowner of and incidental to his opposition to the said Bill and this agreement and the landowner shall withdraw his petition against the Bill and shall not further oppose the same except for the purpose of securing the carrying out of this agreement.

6. This agreement shall be scheduled to and confirmed by the Bill but subject to the approval of Parliament and to such alterations as Parliament may require.

In witness whereof the Company have hereunto caused their common seal to be affixed and the said Charles Seely his hand and seal the day and year first above written.

The common seal of the Southwark and
Vauxhall Water Company.

ALFRED JELLEY,
Secretary.



Seal of the
Southwark and
Vauxhall Water
Company.

Witness—

WEBSTER BUTCHER,
Solicitor,

13, Bouverie Street,
Fleet Street, E.C.

CHARLES SEELY.