



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. clvii.

An Act for enabling the *Grand Junction Waterworks Company* to obtain a Supply of Water from the *Thames* at *Hampton*; and to construct additional Works; and for other Purposes.

[30th *June*, 1852.]

WHEREAS the following Local or Local and Personal Acts have been passed relating to the *Grand Junction Waterworks Company*, in this Act called "the Company," to wit, the several Acts of *Fifty-first George* the Third, Chapter One hundred and sixty-nine; of *Fifty-sixth George* the Third, Chapter Four; of *Fifty-ninth George* the Third, Chapter One hundred and eleven; of *Seventh George* the Fourth, Chapter One hundred and forty; of *Sixth William* the Fourth, Chapter Ninety-five; and of *Eighth Victoria*, Chapter Thirty: And whereas, under the Authority of those Acts or some of them, the Company have constructed Waterworks, and therewith they supply Water to the Inhabitants of a District at the Western Part of *London*, and they take the Water for such Supply from the River *Thames*, near *Kew Bridge*: And whereas the Company are desirous, and it would be of public Advantage, that they should be empowered to take a Supply of Water from a Point

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on the *Thames* above the Reach of the Tide, and for that Purpose, and for other Purposes of their Undertaking, to construct additional Waterworks, and other Works and Conveniences: And whereas the authorized Capital of the Company is Four hundred thousand Pounds, of which One hundred and fifty thousand Pounds were to be raised by Shares, and Two hundred and fifty thousand Pounds might be raised by Shares, or by borrowing on Mortgages, Bonds, or Promissory Notes: And whereas the Company have raised by Shares Three hundred and thirty-one thousand Pounds, and by Mortgage Ten thousand Pounds, and by Promissory Notes Thirteen thousand Pounds: And whereas the Company have Power to raise Forty-six thousand Pounds, the Residue of their authorized Capital, either by Shares, or by Mortgages, Bonds, or Promissory Notes: And whereas it is expedient that the Company be empowered to raise, for the Purposes of this Act, further Sums by new Shares, and by borrowing: And whereas such Purposes cannot be effected 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; to wit:

Commence-
ment of Act.

I. That this Act shall commence and have effect on and from the Fourth *Wednesday* next after the passing thereof.

Certain Pro-
visions of
10 & 11 Vict.
c. 17. and
8 & 9 Vict.
c. 16. incor-
porated with
this Act.

II. That "The Waterworks Clauses Act, 1847," except the Provisions with respect to the Communication Pipes to be laid by the Undertakers, and except the Section numbered 35 in the same Act, and the following Provisions of the Companies Clauses Consolidation Act, 1845, to wit,

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of borrowed Money into Capital;

And with respect to the Consolidation of Shares into Stock;

Shall respectively be incorporated with this Act; and for the Purposes of this Act the Expression "the Undertakers" in the Companies Clauses Consolidation Act, 1845, shall mean the *Grand Junction Waterworks Company*.

8 & 9 Vict.
c. 18. incor-
porated here-
with.

III. That "The Lands Clauses Consolidation Act, 1845," shall be incorporated with this Act, and shall apply to the new Works by this

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this Act authorized, and to Land required for the Purposes of such new Works.

IV. That the several Words and Expressions to which, by the Acts wholly or partially incorporated with this Act, Meanings are respectively assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Same Meanings to Words, &c. in incorporated Acts and this Act.

And with respect to raising Capital by new Shares and by borrowing, be it enacted as follows; to wit:

V. That the Company may, if they think fit, raise by creating new Shares, or by borrowing on Mortgage of their Undertaking or on Bonds, or partly by new Shares and partly by so borrowing, any Sums in addition to the Sums they may now raise, not exceeding in the whole One hundred thousand Pounds; and if, after having borrowed any Money, they be desirous of paying off the same, they may raise the necessary Amount by new Shares.

Power to raise additional Capital by Creation of new Shares.

VI. Provided always, That the Company shall not borrow any Money exceeding, with the Amount of the then existing Debt of the Company secured by Mortgages, Bonds, or Promissory Notes, One Third Part of the aggregate Amount of the authorized Capital for the Time being of the Company.

Restriction as to borrowing.

VII. Provided always, That if the Company at any Time, for enabling them to pay off any Money borrowed, raise any Sum which with the total Amount theretofore raised under this Act, and above such Forty-six thousand Pounds, exceeds One hundred thousand Pounds, the whole of such Excess shall be applied forthwith and exclusively in paying off Money borrowed.

Application of Share Capital raised to pay off borrowed Capital.

VIII. And to the end that the whole of the Money so raised and received be duly so applied, therefore the Company shall keep a separate and distinct Account of the Monies from Time to Time so raised and received, and of the Application of the same; and such Money shall be applied solely in or towards the Discharge of the Mortgage, Bond, or Promissory Note Debt for the Time being of the Company, and on such Payment the Powers of the Company for borrowing and reborrowing Money shall, to the Extent of such Payment, absolutely cease.

Application of Money so raised.

IX. Provided always, That the Company may, from Time to Time, by Agreement with the Holder of any Mortgage, Bond, or Promissory Note of the Company, allot to him any new Shares in the Company, in satisfaction of all such Part as may be mutually agreed

Appropriation of new Shares in satisfaction of Debt.

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on of his Mortgage, Bond, or Promissory Note Debt ; and upon every such Allotment the new Shares so allotted shall be deemed fully paid up, and the Mortgages, Bonds, or Promissory Notes in respect whereof those Shares are so allotted, shall thereupon be extinguished: Provided also, that the Company shall not allot to any such Creditor any such new Shares of a nominal Amount exceeding the Amount of the Principal Money secured by his Mortgages, Bonds, or Promissory Notes in lieu whereof such new Shares are so allotted to him.

Provisions
as to Shares.

X. That, subject to the Provisions of this Act, the Company may from Time to Time, with the Approbation of Three Fifths at the least of the Votes of the Proprietors present in Person or by Proxy at any General Meeting to be held for the Purpose, create and issue new Shares in their original Capital ; and the new Shares by this Act authorized may be either of One Class and with like Privileges, or of several Classes and with different Privileges, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, terminable, or other Dividend or Interest, as the Company from Time to Time think fit ; and may from Time to Time fix, as they think fit, the Amount and Times of Payment of the Calls on the new Shares : Provided always, that all the Shares of the same Class shall be of the like Amount, and all the Shares of the same Class shall confer like Privileges, and bear a like Dividend or Interest : Provided also, that the Amount of Dividend to be guaranteed to any such Shares shall not exceed Seven Pounds *per Centum per Annum*.

New Capital
to be Part
of general
Capital.

XI. That the new Share Capital raised under this Act shall be Part of the general Capital of the Company ; and, except as by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by such new Share Capital, and the Shares therein, as to and by the Company's original Share Capital and the Shares therein.

If old Shares
at a Premium
new Shares
to be offered
to existing
Shareholders.

XII. Provided always, That if at the Time of raising any new Capital by new Shares any of the then existing Shares are at a Premium, the new Capital to be then raised shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned among the then Shareholders, in proportion to the then existing Shares held by them respectively, and such new Shares shall be offered to them at Par in such Proportion ; and such Offer shall be made by Letter, under the Hand of the Secretary of the Company, given to every Shareholder, or sent by Post, addressed to him according to his Address in the Share Register Book, or left for him at his usual or last known Place of Abode in *England* ; and every such Offer made by Letter, sent by Post, shall be considered as made on the Day on which

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which such Letter, in due Course of Delivery, ought to reach the Place to which it is addressed.

XIII. That the new Shares so offered shall vest in and belong to the Shareholders who accept the same. New Shares to vest in accepting Shareholders.

XIV. Provided always, That if any Shareholder fail for One Month after such Offer of new Shares to accept the same, the Company may dispose of such Shares to any other Persons. Disposal of new Shares to others.

XV. Provided always, That the Directors, if they think proper, but not otherwise, may permit any Shareholder who from Absence abroad, or other Cause satisfactory to the Directors, has omitted to signify, within the Time limited by this Act, his Acceptance of the new Shares offered to him, to accept such Shares, notwithstanding such Time may have elapsed. Power to enlarge Time for accepting new Shares.

XVI. That, except as by this Act provided with reference to offering new Shares to existing Shareholders, the Company may, from Time to Time, dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit. General Power to dispose of new Shares.

XVII. That if, after having created any new Shares, the Company determine not to issue the whole of such new Shares, they may cancel the unissued new Shares, and may from Time to Time thereafter create in lieu thereof other new Shares, of an aggregate Amount not exceeding that of the new Shares so cancelled. Power to cancel un-issued new Shares.

XVIII. That if the Company at any Time consolidate all or any Part of the then existing Shares in the Capital of the Company into One general Capital Stock, any Part of such Stock less than Fifty Pounds shall not confer on the Holder thereof any Right of voting, or any Qualification. Qualification necessary to give Right to vote.

XIX. That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize the Requisition for a Receiver shall be Thirty thousand Pounds. Arrears may be enforced by Appointment of Receiver.

And with respect to the Purchase of Lands and the Execution of Works, be it enacted as follows; to wit:

XX. Whereas Plans and Sections showing the Line, Situation, and Levels of the intended Works, and Books of Reference thereto containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in and through which the Works are intended to be made, have been deposited with the Power to execute Works according to deposited Plans, and to take Lands for the Purpose.

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Clerk

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Clerk of the Peace for the County of *Middlesex*: Therefore, subject to the Provisions of this Act, the Company may make and maintain those Works in the Lines or Situation, and on the Levels, and in and through the Lands delineated in those Plans and Sections, and described in those Books of Reference respectively, and may enter upon, take, and use such of those Lands as the Company deem necessary for the Purposes of those Works.

Lands for extraordinary Purposes.

XXI. That the Company may under this Act purchase Lands for extraordinary Purposes not exceeding Thirty Acres.

Power for Company to purchase and rent Lands, &c. by Agreement.

XXII. That the Company from Time to Time, and in addition to the Lands which they are by this Act authorized to take compulsorily, may, by Agreement with the Owners of any Lands and Streams which the Company may require for the Purposes of this Act, purchase such Lands and Streams, or the User thereof, and any Easement, Power, or Authority in or over the same, or take a Lease thereof, on such Terms as are mutually agreed on, and may by like Agreement purchase the Reversion of any Lands or Streams for the Time being held by the Company by or under any Lease, or the Discharge of the demised Premises from the Rent reserved by or the other Obligations of the Lease thereof: Provided always, that the Lands so purchased or taken on Lease shall not exceed Ten Acres in addition to the other Lands which the Company are by this Act authorized to purchase.

Works to be executed.

XXIII. That the Works by this Act authorized shall comprise the following Works; to wit:

First, a Reservoir or Reservoirs and other Works on certain Lands in the Parish of *Hampton*, situate at the Junction of the Road leading from *Sunbury* to *Hampton* with the Road leading from *Staines* to *Hampton*, and adjoining to those Roads respectively: Secondly, a Tunnel, Pipe, or Main, to commence in the Parish of *Hampton* at or near the Centre of the Northern Channel of the River *Thames*, at a Point opposite to the Eyot called *Platt's Eyot*, and to communicate with the intended new Reservoir or Reservoirs:

Thirdly, an Aqueduct, Pipe, or Main, to commence from the intended new Reservoir or Reservoirs, and to terminate in the existing Reservoirs of the Company at or near *Kew Bridge*, in the Parish of *Ealing*, with all proper Works and Conveniences; which Aqueducts, Pipes, or Mains will be situate in or pass through or into the following Parishes, Townships, or Extraparochial Places, or some of them, to wit, the Bed and Banks of the River *Thames*, *Hampton*, *Teddington*, *Twickenham*, *Heston*, *Isleworth*, *New Brentford*, *Hanwell*, *Old Brentford*, and *Ealing*, all in the County of *Middlesex*.

XXIV. That

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XXIV. That the Powers by this Act granted to the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Five Years from the Commencement of this Act.

Period for compulsory Purchases limited.

XXV. That the intended Works shall be completed within Five Years after the Commencement of this Act; and on the Expiration of that Period the Powers by this Act granted to the Company for executing those Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of those Works as are completed: Provided always, that this Act, or anything therein contained, shall not restrain the Company from extending their Works, Mains, and Pipes, from Time to Time, whenever it shall be necessary for the Purpose of supplying Water within the Limits of this Act so to do.

Period for Completion of Works.

XXVI. And whereas the Line of the intended Works by this Act authorized passes for a considerable Distance 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: Notwithstanding the Powers and Provisions in this Act contained, it shall not be lawful for the Company, by themselves, or for their Deputies, Officers, Agents, Servants, and Workmen, or for any of them, to lay down or construct any Works 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; and that wherever the Surface of the said Metropolis Roads shall be interfered with, no greater Inclination than One Foot in Sixty Feet shall be made.

Directions for laying of Pipes under the Metropolis Roads.

XXVII. That no Works connected with the Metropolis Roads shall in any Manner be commenced under the Powers in this Act contained until the Expiration of Ten Days after Notice in Writing of the Intention to commence such Works shall have been left at the Office of the said Commissioners, or shall have been delivered to the said General Surveyor; and the opening of the said Roads, or any of them, for the Purpose of laying down or constructing such Works, 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 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; and in case in the laying down or Construction of the Works, or any of them, the 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

All Works connected with the Metropolis Roads to be under the Superintendence of the General Surveyor.

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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, or if by reason of the laying down or Construction of any of the Works hereby authorized or required to be constructed or performed by the 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 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 Expenses of such Repairs and Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners from the Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

Traffic not to be stopped during the Performance of the Works on the Roads.

XXVIII. That the Company shall not at any Time during the Progress of laying down or constructing the Works hereby authorized, or of performing any other Works connected with the said Metropolis Roads, shut up or in any Way impede the public Traffic along more than One Half in Width of any of the said Metropolis Roads at any One and the same Time; and if it should happen that the Half of the Roads so left open should not be wide enough to allow Two Carriages to pass each other, then and in such Case not more than Fifty Yards in Length of the other Half of the Road shall be occupied by the Company's Works at the same Time, unless by special Permission of the said General Surveyor.

Company to take precautionary Measures during the Performance of Works on the Roads.

XXIX. That the Company shall and they are hereby required, at their own Expense, 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 down or constructing the Works hereby authorized, or of performing any other 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 the Company shall be answerable and amenable for all Accidents and Damage which may happen by reason or in consequence of any of the Works of the Company.

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

XXX. 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 or Construction of such Works, inasmuch as a Continuance of Labour
and

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and Material will be necessary for a considerable Space of Time to restore the said Roads to their previous State and Condition: The Company shall and they are hereby required to pay, on Demand, to the said Commissioners such a Sum of Money, not exceeding One Shilling, for every Superficial Yard of the said Roads removed or disturbed by reason or in consequence of the said Works of the Company (and over and above all Costs of remaking or relaying the said Roads, and of Repairs and Alterations which may be incurred by the said Commissioners,) as the said Commissioners shall deem proper to be paid for the continued Labour and Supply of Material necessary to restore effectually the said Roads; and in default of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Commissioners from the Company, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*.

XXXI. And whereas the Works by this Act authorized comprise the Construction and Existence of an Aqueduct, Pipe, or Main, or other Works, over the *Richmond and Windsor* Branch of the *London and South-western* Railway in the Parish of *Twickenham*, and it is indispensably necessary that the said Works should be so constructed and maintained so as not to injure the said Railway or the Bridge or other Works thereof, and so as not to interfere with the Safety or Convenience of the Traffic upon the same Railway, and so as to cause no Prejudice thereto: Therefore, notwithstanding anything in this Act, or in any Act incorporated therewith contained, it shall not be lawful for the said Company to enter upon or interfere with the said Railway or any Part thereof, or the Lands and Works thereof or belonging thereto, or to execute any Work whatsoever under or over the same, until after the Company shall have delivered to the *London and South-western* Railway Company Plans and Drawings of the Works proposed to be so executed, with Specifications in Writing, describing the proposed Manner of executing the same, and shall have obtained from the principal Engineer of the said Railway Company a Certificate, under his Hand, approving of such Plans, Specifications, and proposed Manner of executing the said Works, and the same shall be executed accordingly, under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the said Railway Company, and in no other Manner, without the Consent in Writing of the said Railway Company under their Common Seal: Provided always, that in case the principal Engineer of the said Railway Company shall not so approve and certify his Approval of the Plans, Drawings, and Specifications furnished by the Company within One Calendar Month after the same shall have been so delivered, and the said Railway Company shall not consent that the Company shall proceed with their proposed Works without such

Works interfering with the *London and South-western* Railway to be executed under the Superintendence of their Engineer.

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Certificate as aforesaid, then the Company may submit Plans, Drawings, and Specifications of their proposed Works to the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, for their Approval; and in case the Lords of that Committee shall certify in Writing their Approval thereof, the Company may, notwithstanding anything herein contained, proceed with the Execution of such Works according to such last-mentioned Plans, Drawings, and Specifications, but nevertheless under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the said Railway Company, and subject to the Provisions of this Act.

Not to interfere with Lands, &c. of the London and South-western Railway Company without Consent.

XXXII. Provided always, That nothing contained in this Act, or in any Act incorporated therewith, shall authorize the Company to take or enter upon any of the Lands or Grounds belonging to the said Railway Company, or to alter, vary, or interfere with the said Railway or Branch Railways, or any of the Works thereof respectively, further or otherwise than is hereby expressly authorized, without the Consent in Writing under the Common Seal of the said Railway Company in every Instance for that Purpose.

Powers of Waterworks Company limited as regards Interference with London and South-western Railway Company, and Provisions as to Repairs, &c.

XXXIII. Provided always, That, notwithstanding anything contained in this Act, or in any Act incorporated therewith, it shall not be lawful for the Company, without such Consent of the said Railway Company as last aforesaid, to acquire any Right or Property in any of the Lands of the said Railway Company, other than the Right, subject to the Provisions of this Act, for executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized upon, over, through, or under the Lands of the said Railway Company, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the said Railway Company for the Time being, and, if he shall in Writing require the same, according to the Plans, Drawings, and Specifications to be approved in manner herein directed with reference to the original Construction of the same Works; and that the Company shall, on Demand, pay to the said Railway Company all Expenses reasonably and fairly occasioned to or incurred by them for or by reason of the Construction and Maintenance or Repair of all or any of the Works upon, over, under, or across the said Railway and Branch Railways, and the Lands and Works thereof, respectively authorized by this Act, or any Act incorporated therewith, or for or by reason of the Superintendence by the said Railway Company of the Construction, Maintenance, and Repair of the same Works.

XXXIV. That

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XXXIV. That if by reason of the Construction of any of the Works hereby authorized to be made upon, over, or under the said Railway or Branch Railways, Interruption shall at any Time be occasioned to the Traffic passing thereon respectively, or if any such Interruption shall be occasioned during any Repairs of the Works of the Company by this Act authorized, or for or by reason of any Want of Repair, or due or proper Maintenance thereof, the Company shall forfeit and pay to the said Railway Company the Sum of One hundred Pounds for every Day during which such Interruption shall continue; and the same Sum may be recovered, with full Costs of Suit, by the Railway Company from the Company, in an Action of Debt in any of Her Majesty's Superior Courts at *Westminster*.

Penalty in case of Interruption to Traffic of the Railway.

And with respect to the Supply of Water by the Company, be it enacted as follows:

XXXV. That the Limits of this Act for the Supply of Water by the Company shall comprise and include the several Parishes, Townships, and Extra-parochial Places following; (that is to say,) *Paddington, St. Mary Abbots Kensington, St. Marylebone, St. George Hanover Square, St. James Westminster, Hammersmith, Brentford, and Ealing*.

Limits of Act.

XXXVI. That it shall be lawful for the Company, within the Limits described on the said Plans in that Behalf, to obtain, draw, and impound Water from that Part of the River *Thames* in the Parish of *Hampton* in the County of *Middlesex* which is at or near the Centre of the Northern Channel of the said River, at a Point opposite to the *Eyot* called *Platt's Eyot*, for the Purpose of supplying Water within the Limits and for the Purposes of this Act: Provided always, that the Works in the River *Thames*, or immediately connected therewith, shall be constructed according to a Plan to be approved of by the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and to be deposited at the Office of the Town Clerk of the same City, and that such Works shall be done and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation.

Power to take Water from the River Thames.

XXXVII. That if at any Time after the passing of this Act any Alteration of the Level of the Conduit Pipe or Main to be laid by the Company in the River *Thames* shall be necessary, in order to admit of the Improvement of the Navigation of the River *Thames*, the Company shall, at their own Expense, and without any Claims for Compensation, alter such Pipe to the requisite Level.

Company to make Alterations of the Level of the Pipes in the River, if necessary.

XXXVIII. That nothing in this Act contained shall authorize or empower the Company to embank, encroach upon, or interfere with any

Not to interfere with the Soil of the Thames,

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except as
before men-
tioned.

any Part of the Soil or Bed of the River *Thames*, or the Shore thereof, except so far as is herein-before mentioned, without the Consent in Writing of the said Mayor, Aldermen, and Commons in Common Council assembled.

Works on
the *Thames*
not to be
executed
without Con-
sent of Com-
missioners of
Woods, &c.

XXXIX. That, notwithstanding the Clause and Provisions herein-before contained, it shall not be lawful for the Company to construct any Works in or upon the Bed of the River *Thames*, or the Banks thereof, until the Plan of such Works has been approved in Writing by the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and until the Consent in Writing of the same Commissioners, or One of them, has been given to the Construction of such Works: Provided also, that nothing in this Act contained shall authorize or empower the Company to encroach upon or interfere with any Part of the Soil or Bed of the River *Thames*, or the Banks thereof, except so far as is herein-before mentioned or referred to, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Company to
supply Water
within Limits
of Act when
required by
a certain
Number of
Owners, &c.

XL. That the Company shall cause Main Pipes to be laid down, and pure and wholesome Water to be brought to every Part of the District within the Limits of this Act, whenever they shall be required by so many Owners or Occupiers of Houses in that Part of the District as that the aggregate Amount of Water Rate payable by them annually, at the Rates specified in this Act, shall be not less than One Tenth Part of the Expense of providing and laying down such Pipes: Provided always, that no such Requisition shall be binding on the Company unless such Owners or Occupiers shall severally execute an Agreement binding themselves to take such Supply of Water for Three successive Years at least: Provided also, that the Company shall not be bound to provide or lay down any Communication Pipes for any such Supply of Water except at the Expense of the Persons requiring the Supply: Provided also, that the Company shall not be bound to furnish any such Supply of Water, or lay down any Pipe for such Purpose, in any Part of the District which Part is for the Time being supplied with Water by any other Company.

Proviso as
to Requisition
binding
upon the
Company.

As to the
constant
Supply of
Water to be
given after
a certain
Period.

XLI. That the Water to be supplied by the Company need not be constantly laid on under Pressure until the Expiration of Five Years from the passing of this Act; and after the Expiration of the said Five Years the Company shall not be required to supply Water under Pressure to any higher Level than One hundred and fifty Feet above the Level of High-water Mark at *Vauxhall Bridge*, computed according to the *Trinity* Standard.

XLII. That

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XLII. That whenever Water shall be constantly laid on under Pressure in any District Main, every Person supplied with Water under Pressure by the Company through such Main shall, when required by the Company, provide a proper Cistern or other Receptacle for the Water with which he shall be so supplied, with an efficient Ballcock or other like Apparatus, and if any Cistern or other Receptacle supplied with Water under Pressure shall be provided with or have any Overflow Spout, Waste Pipe, or other Means or Contrivance immediately connected or capable of being used therewith to carry off the Water from such Cistern or Receptacle, such Person shall be bound to give Notice to the Company of every such Overflow Spout, Waste Pipe, or other Means or Contrivance, and of the Situation thereof, and, whether such Notice shall have been given or not, the Surveyor or any other Person acting under the Authority of the Company may, between the Hours of Nine of the Clock in the Forenoon and Four of the Clock in the Afternoon, enter into any House in order to examine if there be any Waste, Misuse, or undue Consumption of Water, by means of any Overflow Spout, Waste Pipe, or other Means or Contrivance, and in case any such Waste, Misuse, or undue Consumption of Water shall be found to exist, or shall be deemed likely to occur from the Use of any such Overflow Spout, Waste Pipe, or other Means or Contrivance, it shall be lawful for such Surveyor or other Person to give Notice to the Person so supplied with Water either to repair and amend or to remove such Overflow Spout, Waste Pipe, or other Means or Contrivance; and if the same shall not be forthwith repaired and amended or removed in accordance with such Notice, it shall be lawful for the Company immediately thereafter to turn off the Water from the House, and to cease to supply the same with Water.

Cisterns to be supplied with proper Ballcocks or other Apparatus.

XLIII. That every Cistern or other Receptacle for Water, and every Closet, Soil Pan, and private Bath, which shall be supplied with Water by the Company, shall be so constructed and used as effectually to prevent the Waste, Misuse, or undue Consumption of Water and the Flow or Return of foul Air or other noisome or impure Matter into the Mains or Pipes of the Company, or into any Pipes connected or communicating therewith, and notwithstanding anything in "The Waterworks Clauses Act, 1847," or in this Act contained, the Company shall not be bound to supply Water into any Cistern or other Receptacle for Water, Closet, Soil Pan, or private Bath which shall not be so constructed and used.

Cisterns, &c. to be so constructed as to prevent Waste, or the Flow of impure Matter into the Mains.

XLIV. That no Person shall make or lay down or permit to be made or laid down any Pipe or other Means or Contrivance for taking, using, or obtaining Water to communicate with any Pipe or Apparatus connected with any of the Mains or Pipes of the Company, without

Restricting Communication with Pipes of the Company.

[Local.]

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giving

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giving such Notice, and except under such Superintendence and according to such Direction as is provided by "The Waterworks Clauses Act, 1847," with respect to the Communication Pipes to be laid by the Inhabitants.

Power to
cease to sup-
ply Water
in certain
Cases.

XLV. That if any Person supplied with Water by the Company shall wilfully do or cause to be done any Act, Matter, or Thing in contravention of the Provisions of this Act, or of any Act incorporated therewith, or shall wilfully omit or neglect to do any Matter or Thing which under such Provisions ought to be done for the Prevention of the Waste, Misuse, or undue Consumption, or the Contamination of the Water of the Company, it shall be lawful for the Company to turn off the Water supplied by them to such Person, and to cease to supply such Person with Water, and also to recover from such Person, by Action or Suit in any Court of competent Jurisdiction, the Amount of any Loss, Damage, or Injury which the Company may sustain by means or in consequence of any such Act, Matter, or Thing as aforesaid, or of any such wilful Omission or Neglect as aforesaid.

Rates at
which Water
is to be sup-
plied for
domestic
Purposes;

XLVI. That the Company shall, at the Request of the Owner or Occupier of any House in any Street within the Limits of this Act in which any Pipe of the Company shall be laid, or of any Person who under the Provisions of this Act or any Act incorporated therewith, shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for their domestic Purposes at the Rates herein-after specified; (that is to say,)

Where the annual Value of the Dwelling House or other Place supplied shall not exceed Two hundred Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Four Pounds; and where such annual Value shall exceed Two hundred Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Three Pounds.

If there be a
Watercloset.

If there be a Watercloset or Waterclosets, or fixed Bath or Baths, or any High Service in such Dwelling House or Place, then, in addition to the Rates above specified, the following Rates shall be payable; (that is to say,)

Where the annual Value of such House shall exceed Thirty Pounds but shall not exceed Fifty Pounds, a Rate not exceeding Four Shillings *per Annum* for each single Watercloset, fixed Bath, or High Service, and a further Sum of Two Shillings for each additional Watercloset, fixed Bath, or High Service:

Where such annual Value shall exceed Fifty Pounds but shall not exceed One hundred Pounds, a Rate not exceeding Six Shillings *per Annum* for each single Watercloset, fixed Bath, or High Service;

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Service; and a further Sum of Three Shillings for each additional Watercloset, fixed Bath, or High Service:

Where such annual Value shall exceed One hundred Pounds but shall not exceed Two hundred Pounds, a Rate not exceeding Eight Shillings for each single Watercloset, fixed Bath, or High Service; and a further Sum of Four Shillings for each additional Watercloset, fixed Bath, or High Service;

Where such annual Value shall exceed Two hundred Pounds but shall not exceed Three hundred Pounds, a Rate not exceeding Ten Shillings for each single Watercloset, fixed Bath, or High Service; and a further Sum of Five Shillings for each additional Watercloset, fixed Bath, or High Service:

And where such annual Value shall exceed Three hundred Pounds, a Rate not exceeding Twelve Shillings for each single Watercloset, fixed Bath, or High Service; and a further Sum of Six Shillings for each additional Watercloset, fixed Bath, or High Service.

XLVII. That the Expression "High Service" in this Act shall mean and be considered as being a Delivery of Water at an Elevation more than Ten Feet above the Footway or Pavement in front of the Dwelling House or other Place supplied. As to "High Service."

XLVIII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Steam Engines or Railway Purposes, or for warming or ventilating Purposes, or for working any Machine or Apparatus, or for Baths, Horses, Cattle, or for washing Carriages, or for Gardens, Fountains, or ornamental Purposes, or for flushing Sewers or Drains, or for any Trade or Manufacture or Business requiring an extra Supply of Water. What are not domestic Purposes.

XLIX. That the Company may supply any Person or Body within their Limits with Water to be used within such Limits for other than domestic Purposes, at such Rate and upon such Terms and Conditions as shall be agreed upon between the Company and the Person or Body requiring such Supply. Water for other than domestic Purposes may be supplied by Agreement.

L. That the Company may, at their own Instance, and shall, at the Request of any Owner or Occupier of any Premises situate in or adjoining any Street in which any Main or Service Pipe of the Company shall be laid, and who requires a Supply of Water by Measure, for Purposes other than the Purposes in respect of which Rates are by this Act provided or limited, and by means of Communication Pipes and other necessary and proper Apparatus to be provided, laid, and maintained at the Cost of the Person requiring such Supply, afford a Supply of Water by Meter or other fit and sufficient Instrument Power to Company to supply Water by Quantity in certain Cases."

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ment or Mode for measuring and ascertaining the Quantity of Water so supplied, and may charge for such Supply not exceeding the following Rates for each One thousand Gallons ; (that is to say,)

In respect of ordinary Service :

When the quarterly Consumption of Water does not exceed Fifty thousand Gallons, Ninepence ;

When exceeding Fifty thousand Gallons, and not exceeding One hundred thousand Gallons, Eightpence ;

When exceeding One hundred thousand Gallons, and not exceeding Two hundred thousand Gallons, Sevenpence ;

When exceeding Two hundred thousand Gallons, Sixpence :

And in respect of High Service :

An additional Rate not exceeding Twenty-five *per Centum* upon the several Rates last herein-before specified and authorized for ordinary Service :

Provided that the Company shall not be required so to supply Water in any less Quantity than Twenty-five thousand Gallons in any Quarter of a Year.

Owners of Houses not exceeding 20*l.* annual Value to be liable to Water Rates.

LI. That the Owners of all Houses or Parts of Houses occupied as separate Tenements not respectively exceeding the annual Value of Twenty Pounds shall, during such Time as the same shall be supplied with Water by the Company, be liable to the Payment of the Rates chargeable in respect thereof under the Authority of this Act instead of the Occupiers thereof; and the Person receiving the Rents of any such House or Tenement from the Occupier thereof on his own Account, or as Agent or Receiver for any Person interested therein, shall be deemed the Owner of such House or Tenement.

And with respect to sundry Matters, be it enacted as follows, to wit :

Company to pay a certain Fine for Liberty of cutting into the River Thames.

LII. That the said Company shall pay to the said Mayor and Commonalty and Citizens of the City of *London* the Sum of Five Pounds Five Shillings as a Fine or Acknowledgment for the Liberty of opening a Communication between the said Waterworks and the River *Thames*.

Saving Rights of the City of London.

LIII. Provided always, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City 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

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the River *Thames*, or otherwise, did or might lawfully claim, use, or exercise.

LIV. That nothing in this Act contained shall extend or be deemed or construed to extend to enable the said Company to execute any Work or do any Act which may interfere with or affect any Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work within the Jurisdiction or subject to the Survey, Order, or Control of the Metropolitan Commissioners of Sewers, or their Successors, now made or existing, or hereafter to be made or to exist, without the Consent in Writing of the said Commissioners or their Successors first had and obtained, or to prevent the said Commissioners and their Successors from executing and carrying out any Works ordered or hereafter to be ordered by them or either of them, as freely, fully, and effectually as if this Act had not been passed; and where any Work to be done under the Powers of this Act shall or may pass under, over, or near to, or in such a Direction or Manner as to interfere with any such Sewer, Drain, Watercourse, Weir, Dam, Bank, Pipe, Conduit, Sink, Sluice, Penstock, or Work, the said Company shall not commence such Work until they shall have given to the Metropolitan Commissioners of Sewers or their Successors Ten Days previous Notice in Writing of their Intention to execute such Work, accompanied by a Plan and Section showing the Course, Depth, Inclination, and other necessary Particulars thereof, and until the said Commissioners or their Successors shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval, Disapproval, or other Directions within Ten Days after Service of the said Notice, Plan, and Section upon the Secretary of the said Commissioners, or their principal Clerk for the Time being; and the said Company shall comply with and conform to the Orders, Directions, and Regulations of the said Commissioners and their Successors in the Execution of the said Works; and where by reason of the Execution of any Works or the doing of any Acts by the said Company it shall become necessary to alter, divert, reconstruct, or otherwise interfere with any Works of, or under, or subject to the said Commissioners or their Successors, the said Company shall execute at their own Cost and Expense all such Works as shall become necessary thereby, subject to the Control, Superintendence, and Direction of the said Commissioners and their Successors, and shall save harmless and keep indemnified the said Commissioners and their Successors against any Expenses consequent upon any such Alteration, Diversion, Reconstruction, or Interference; and all new, altered, or substituted Works shall be as fully and effectually under the Control of the said Commissioners and their Successors as any other Works under their Control; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or

For Protection of Metropolitan Commissioners of Sewers.

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Authorities vested or to be vested in the said Commissioners or their Successors, but that all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

For Protection of New or Longford River, &c.

LV. That nothing contained in this Act, or in any or either of the Acts herein recited or referred to, shall authorize or empower the Company to break up, use, or enter upon any Lands of Her Majesty for the Purpose of laying down Pipes or other Works under the *New or Longford River*, or the Banks thereof, without first submitting to the Commissioners or First Commissioner of Her Majesty's Works and Public Buildings Plans and Sections showing the Mode in which and the Means by which such Works are intended to be constructed, and obtaining their or his Approval thereof, which Approval may be given, subject to such Conditions or Restrictions as the said Commissioners or the First Commissioner for the Time being respectively shall think necessary or expedient for preserving the said River or the Waters or Banks thereof from Diminution or Prejudice.

Saving Rights of Commissioners of Sewers.

LVI. That, except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Duties, Powers, or Authorities of any Commissioners of Sewers appointed under the Great Seal or under the Seal of the Duchy of *Lancaster*.

Saving of Rights under recited Acts.

LVII. That, except as by this Act expressly provided, this Act or anything therein contained shall not repeal, alter, interpret, or in any Manner affect any of the Provisions of the recited Acts, or any of them, in force at the Commencement of this Act.

Saving of the Bishop of London's Estate at Paddington.

LVIII. Provided always, That nothing contained in this Act, or in any Act incorporated therewith, shall authorize the Company to purchase any Part of the Estate at *Paddington* in the County of *Middlesex* belonging to the See of the Bishop of *London* without the Consent in Writing of the Lord Bishop of *London* for the Time being, and of the Trustees or Trustee for the Time being of the Local or Local and Personal Act of the Thirty-fifth *George* the Third, Chapter Eighty-three, and of the several Acts since passed for amending and enlarging the same, nor shall anything contained in this Act, or in any Act incorporated therewith, lessen, interfere with, or prejudicially affect any Rights or Privileges of the said Bishop and Trustees or Trustee, or any of them, or their or any of their Lessees, or the Tenants or Occupiers for the Time being of the said Estate at *Paddington* under or by virtue of the said Act of the Fifty-first *George* the Third, Chapter One hundred and sixty-nine, or otherwise howsoever.

LIX. That

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LIX. That all the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company. Expenses of Act.

LX. That nothing whatsoever contained in this Act, or in any of the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners or Commissioner for the Time being of Her Majesty's Woods, Forests, and Land Revenues having the Management and Direction of the same Premises first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are, or hereafter may be, or but for the Provisions of the same Act or Acts might have been vested in or enjoyed by Her Majesty, Her Heirs or Successors. Saving the Rights of the Crown.

LXI. That nothing herein contained shall be construed to exempt the Company from the Provisions of any General Act relating to the Supply of Water to the Metropolis or the Suburbs thereof, now in force, or which may pass during the present Session of Parliament. Company to be subject to the Provisions of any General Act.

LXII. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Grand Junction Waterworks Act, 1852.*" Short Title.

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