

The New River Company's Act, 1852.

and 14th Years of *Victoria*, Cap. 109. respectively: And whereas the said Company are willing to carry the said Works into execution, but the same 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; (that is to say,)

Short Title. I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "The *New River Company's Act, 1852.*"

8 & 9 Vict. c. 18. incorporated with this Act. II. That "The Lands Clauses Consolidation Act, 1845," shall be incorporated with this Act, and shall apply to the Works or Undertaking by this Act authorized, and the Lands required for the Purposes thereof, but not to any Works constructed or Lands acquired by the Company previously to the passing of this Act.

10 & 11 Vict. c. 17. incorporated with this Act. III. 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, Number 35. in the said Act, shall be incorporated with this Act; provided that the Clauses with respect to the "Construction of the Waterworks," with respect to the "Construction of Works for the Accommodation of Lands adjoining the Waterworks," and with respect to "Mines," shall not apply to any Works constructed or Lands acquired by the Company previously to the passing of this Act.

Capital of the Company. IV. And whereas the Capital expended by the Company in carrying out and completing their Works now in existence amounts to the Sum of One million five hundred and nineteen thousand nine hundred and fifty-eight Pounds and upwards: Be it enacted, That the Capital of the Company already raised and expended shall be deemed to be One million five hundred and nineteen thousand nine hundred and fifty-eight Pounds.

Limits of Supply. V. Whereas the Company now supply with Water all or Parts of the City of *London* and *Westminster* and of the Parishes and Places following; (that is to say,) *Saint Martin in the Fields, Saint Paul Covent Garden, Saint Mary le Strand, Saint Clement Dane, Savoy Precinct, Saint John the Baptist Savoy Strand, Saint James Westminster, Saint Anne Soho, Rolls Liberty, Saint Andrew Holborn above the Bars and Saint George the Martyr, Saffron Hill, Hatton Garden, Ely Rents, Ely Place, Saint Sepulchre Without Middlesex, Saint Giles in the Fields and Saint George Bloomsbury, Saint James and Saint John Clerkenwell, Saint Luke Middlesex, Saint Mary Islington,*

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Islington, Saint Pancras, Holy Trinity Minories, Saint Katharine Precinct (Docks), Saint Mary Whitechapel, Christchurch Spitalfields, Norton Folgate, Saint Leonard Shoreditch, Saint John Hackney, Saint Mary Hornsey, Saint Mary Stoke Newington, Highgate Hamlet, Saint John Hampstead, Saint Botolph Aldgate Without, Inner Temple, Middle Temple, Thavies Inn, Staple Inn, Barnard's Inn, Lincoln's Inn, and Gray's Inn: Be it enacted, That for the Purposes of this Act the Limits for the Supply of Water by the Company shall be held to be the Places and Parishes so supplied by them as aforesaid, and such other Places, if any, in the Counties of *Hertford* and *Middlesex*, out of the Metropolis, as they are now authorized to supply with Water.

VI. Whereas Plans and Sections showing the Line and Levels of the Works herein-after particularly described, and Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands and Streams in or through which the said Works are intended to be made or pass, have been deposited with the respective Clerks of the Peace for the Counties of *Hertford*, *Essex*, and *Middlesex*: Be it enacted, That subject to the Provisions of this Act, the Company may from Time to Time make and maintain the several Works by this Act authorized, and herein-after particularly described, in the Line and on the Levels and in and through the Lands and Streams delineated in the Plans of such Works, and described in the Books of Reference relating thereto, and may enter upon, take, and use such of the Lands, Streams, and Waters described or mentioned in the said Plans of such Works, and in the said Books of Reference relating thereto, as shall be necessary for the Purposes thereof.

Power to
make Works
according to
deposited
Plans.

VII. That the Works by this Act authorized shall consist of the following:

Works au-
thorized by
Act.

Firstly. Cuts or Channels of Communication, Pipe Tracks, and Widening of the *New River* to commence at a Point about Two hundred and fourteen Yards above the Bridge over the *New River* (numbered 4) in the Parish of *Saint John Hertford*, and terminating at the Bridge over the *New River* in *Theobald's Lane* in the Parish of *Cheshunt*:

Secondly. Cuts or Channels of Communication, Pipe Tracks, Tunnels, and Widenings of the *New River* to commence at a Point about Two hundred and ninety Yards above the Foot Bridge over the *New River* in *Theobald's Park* (numbered 51^a) in the Parish of *Cheshunt*, and terminating at the North-east End of the Reservoirs of the Company in the Parish of *Stoke Newington* otherwise *Newnton*; also a Conduit or Channel of Communication to commence at a Point about Five hundred
Yards

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Yards above the Bridge in the *Seven Sisters Road* over the *New River* (numbered 136), and to terminate by a Junction with the *Stoke Newington Reservoirs* of the Company in the Parish of *Stoke Newington* otherwise *Newnton* :

Thirdly. Cuts or Channels of Communication and Pipe Tracks to commence at the South Side of the said *Newington Reservoirs*, and to terminate in the Parish of *Saint Mary Islington* in the County of *Middlesex* at the Bridge over the *New River* at the Point where the *Paul's Terrace Road* crosses the same ; also another Cut or Channel of Communication and Pipe Track to commence on the South Side of the same Reservoirs, and to terminate in the Parish of *Hornsey* in the County of *Middlesex* at or near to the Turnpike Gate in the said *Seven Sisters Road* ; provided that after the Expiration of Ten Years from the passing of this Act it shall not be lawful for the Company to use any open Channel to the South of the said *Newington Reservoirs* for the Purpose of conveying Water to the Metropolis for domestic Use :

Fourthly. A Filtering Reservoir on Land lying between the *Seven Sisters Road* and the Eastern *Stoke Newington Reservoir* of the said Company, bounded on the North by the last-mentioned Road, on the South by the *New River*, and on the East and West by Lands now or late belonging to the Dean and Chapter of *Saint Paul's* and the Ecclesiastical Commissioners for *England*, or One of those Bodies :

Fifthly. A Filtering Reservoir on certain Lammas and other Lands in the Parish of *Tottenham*, abutting on the East on the old River *Lee*, on the West on the *Tottenham Mill Tail*, and on the North on the Road leading to *Hillyer's Ferry* ; provided, that the Resort of the Company to such Reservoirs shall be deemed a new Source of Supply, and Notices shall be given in respect of the same accordingly :

Sixthly. Reservoirs in the Parish of *Saint Mary Islington* on certain Lands situate between *Maiden Lane* and the *Junction Road*, about Six hundred Yards North of the *Junction Road Toll Gate* where *Maiden Lane* crosses the same ; also a Pipe Track or Channel from the last-mentioned Reservoirs across the said *Junction Road* to the North Corner of the Churchyard of the District Church of *Saint John* ; also a Branch from the last-mentioned Pipe Track or Channel into *Upper Holloway Road* in the same Parish :

Seventhly. A Sewer or Drain in the Parish of *Enfield* to commence at a Point in the Highway from *Chase Side* to *Enfield* near the Bridge over the *New River* (numbered 69), and to terminate by a Junction with the Common Sewer in *Enfield Street* where the Sewer crosses the Highway aforesaid.

VIII. That

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VIII. That in every Case in which, under the Powers aforesaid, a new and shorter open Channel of Communication shall be made, the present open Channel; in lieu of which the new one is so substituted, shall not be used for the Purposes of conveying Water for the Supply of the Metropolis, and no Water shall be suffered to pass from any such abandoned Channels into the existing Channel for the Supply of the Metropolis; and further, that in case the Company shall lay dry any Part of such abandoned Channels the same shall be sold and disposed of, and the 128th, 129th, 130th, and 131st Sections of the "Lands Clauses Consolidation Act, 1845," shall apply to such Lands: Provided, that in construing the same Sections it shall be inferred that the Person entitled to the Lands from which such abandoned Channels were originally severed cannot after diligent Inquiry be found.

Regulations
as to the Use
of Channel
and Cuts.

IX. That it shall be lawful for the Company to make and maintain all necessary Tunnels, Pipe Tracks, Sluices, Embankments, Aqueducts, Cuts, or Channels of Communication, Filtering Beds, Tanks, Culverts, Engines, Drains, Flood Gates, and other Conveniences for the effectual Construction, Use, and Maintenance of the Works, and to remove any existing Works which may interfere therewith.

Company to
make Em-
bankments,
&c. for Con-
struction and
Maintenance
of Works.

X. That, subject to the Provisions of the several Acts incorporated herewith, it shall be lawful for the Company to cross, divert, break up, or alter all such Turnpike and other Roads, Highways, Footways, Bridges, Streets, Railways, Tramroads, Streams, Brooks, Watercourses, Drains, and Sewers, within the Parishes or Places from, in, through, or into which any of the Works will pass or be made, as it may be necessary to cross, divert, break up, or alter for the Purposes of the Works.

Power to
Company to
cross and
divert Roads,
&c.

XI. That the Powers by this Act conferred on 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.

Powers for
compulsory
Purchase of
Lands
limited.

XII. That the Works hereby authorized may be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Works as are then completed: Provided always, that nothing in this Act contained shall extend or be construed to extend to restrain the Company from extending their Mains and Pipes from Time to Time whenever it shall be necessary for supplying the Inhabitants within their Limits with Water.

Period with-
in which
Works are
to be com-
pleted.

[Local.]

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XIII. That

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Power to
Owners to
grant Leases.

XIII. That all Persons by this Act empowered to convey Lands to the Company shall have full Power for the Purposes of this Act to grant Leases to the Company of any Lands and Streams, or of the User thereof, and to grant to the Company any Easement, Power, or Authority in or over such Lands or Streams for any Term, Estate, or Interest which may be agreed upon: Provided always, that in all such Leases or Grants when made by any Corporation, or by any Individual entitled to any Estate or Interest other than a Fee Simple for his own Benefit, there be reserved the best Rent or Remuneration that can reasonably be gotten for the Premises thereby demised or granted, such Rent or Remuneration not being less than such as shall be determined, according to the Provisions with respect to the Purchase of Lands by Agreement of "The Lands Clauses Consolidation Act, 1845," by Two able practical Surveyors or their Umpire: Provided also, that it shall be lawful for the Company to purchase the Reversion of and in such Lands or Streams, or the Release or Discharge of such Lands or Streams from the Rent or Remuneration, Covenants and Stipulations, reserved by and contained in any such Lease or Grant.

Power to
borrow
Money on
Bond.

XIV. That it may be lawful for the Company, for the Purposes of purchasing the Lands and executing the several Works by this Act authorized, to borrow on Bond such Sums of Money as shall from Time to Time by any Order of a General Court of the Company be authorized to be borrowed, not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds, and to secure the Repayment thereof, with Interest, by Bonds in manner herein-after mentioned.

Power to
borrow addi-
tional Money
on Bond.

XV. That it shall be lawful for the Company to borrow for the general Purposes of their Undertaking, and in addition to the said Sum of Two hundred and fifty thousand Pounds, a Sum not exceeding in the whole the further Sum of One hundred and fifty thousand Pounds, and to secure the Repayment thereof, with Interest, by Bonds in manner herein-after mentioned.

Power to re-
borrow.

XVI. That if after having borrowed any Part of the Money so authorized to be borrowed the Company pay off the same, they may again borrow the Amount so paid off, and so from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Court of the Company, unless the Money be so reborrowed in order to pay off any existing Bond.

Bonds to be
stamped.

XVII. That every Bond for securing Money borrowed by the Company be by Deed, under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated; and every

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every such Bond may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect.

XVIII. That the respective Obligees in such Bonds shall proportionably, according to the Amount of the Monies secured thereby, be entitled to be paid; out of the Rates or other Property or Effects of the Company, the respective Sums in such Bonds mentioned and thereby intended to be secured, without any Preference one above another by reason of Priority of Date of any such Bond, or of the Meeting at which the same was authorized, or otherwise howsoever.

Rights of
Obligees.

XIX. That a Register of Bonds shall be kept by the Clerk of the Company, and within Fourteen Days after the Date of any such Bond a Copy, Entry, or Memorial, specifying the Number and Date of such Bond and the Sums secured thereby, and the Names of the Parties thereto, with their proper Additions, shall be made in such Register; and such Register may be perused at all reasonable Times by any Bond Creditor of the Company without Fee or Reward.

Register of
Bonds.

XX. That any Party entitled to any such Bond may from Time to Time transfer his Right and Interest therein to any other Person; and every such Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect.

Transfers of
Bonds to be
stamped.

XXI. That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk of the Company, and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Bond; and after such Entry every such Transfer shall entitle the Transferee to the full Benefit of the original Bond in all respects; and no Party having made such Transfer shall have Power to make void, release, or discharge the Bond so transferred, or any Money thereby secured; and for such Entry the Company may demand the Sum of Two Shillings and Sixpence; and until such Entry the Company shall not be in any Manner responsible to the Transferee in respect of such Bond.

Transfer of
Bonds to be
registered.

XXII. That the Interest of the Money borrowed upon any such Bond shall be paid at the Periods appointed in such Bond, and if no Period be appointed, half-yearly, to the several Parties entitled thereto, and in preference to any Profits or Dividends to the Proprietors in the Company.

Payment of
Interest on
Money bor-
rowed.

XXIII. That

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Transfers of Interest to be stamped.

XXIII. That the Interest on any such Bond shall not be transferable, except by Deed duly stamped.

As to the Repayment of Money borrowed at fixed Times.

XXIV. That the Company may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof, and in such Case the Company shall cause such Period to be inserted in the Bond; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall, on Demand, be paid to the Party entitled to such Bond; and if no other Place of Payment be inserted in such Bond, such Principal and Interest shall be payable at the principal Office or Place of Business of the Company.

Repayment of Money borrowed where Times are not fixed.

XXV. That if no Time be fixed in the Bond for the Repayment of the Money so borrowed, the Party entitled to the Bond may at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Bond demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose; and in the like Case the Company may at any Time pay off the Money borrowed on giving the like Notice, and every such Notice shall be in Writing or Print, or both, and if given by a Bond Creditor shall be delivered to the Clerk or left at the principal Office of the Company, and if given by the Company shall be given either personally to such Bond Creditor or left at his Residence, or if such Bond Creditor be unknown or cannot be found after diligent Inquiry such Notice shall be given by Advertisement in the *London Gazette*.

Interest to cease on Expiration of Notice to pay off Bond.

XXVI. That if the Company shall have given Notice of their Intention to pay off any such Bond at a Time when the same may lawfully be paid off by them, then at the Expiration of such Notice all further Interest shall cease to be payable on such Bond, unless, on Demand of Payment made pursuant to such Notice, or at any Time thereafter, the Company shall fail to pay the Principal and Interest due at the Expiration of such Notice on such Bond.

Application of Monies raised by Bond.

XXVII. That all Monies raised by Bond under the Powers of this Act shall be applicable only to the Purposes of the Undertaking, Purposes, and Works of the Company.

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

XXVIII. 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 Level of the Water to be supplied by the Company in their Mains for the Purpose of affording a constant Supply of Water need not be served higher than the Top of every House, which

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which shall be under the Level of Three hundred Feet above *Trinity* High-water Mark of the River *Thames*, and shall not exceed Seventy Feet in Height from the Pavement of the Street in which such House is situate.

XXIX. 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 Ballcock and other Apparatus.

XXX. That it shall be lawful for the Company from Time to Time to enter any Dwelling House or Premises for the Purpose of ascertaining whether the Provisions of this Act or of the Acts incorporated herewith have been duly complied with; provided that such Power of Entry shall not be exercised at any Hour not authorized by the said Waterworks Clauses Act, 1847, except with the Consent of a Justice.

Power to enter Houses in certain Cases.

XXXI. 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

Waterclosets to be constructed so as to prevent

[Local.]

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to

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undue Waste
of Water.

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 Pipe 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.

No Interfer-
ence with
Company's
Pipes with-
out Notice
to the Com-
pany.

XXXII. 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 Mains or Pipes of the Company, without 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.

Company
may cease to
supply Water
in certain
Cases.

XXXIII. 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.

Company to
extend Sup-
ply within
the Limits,
when re-
quired.

XXXIV. 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 whereunto 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

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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.

XXXV. That the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street within their Limits 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 domestic Purposes at the Rates herein-after specified; (that is to say,)

Rates for
Supply of
Water for
domestic
Use.

For Water supplied to any Dwelling House :

Where the annual Value of the Dwelling House shall not exceed Two hundred Pounds, at a Rate *per Centum per Annum* on such Value not exceeding Four Pounds :

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 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, 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,

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closet, fixed Bath, or High Service, and a further Sum of Six Shillings for each additional Watercloset, fixed Bath, or High Service.

As to the Expression of "High Service."

XXXVI. 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 Ground Floor of such Dwelling House or other Place supplied.

As to Services given at more than 160 Feet above High-water Mark.

XXXVII. Provided, That with respect to all Service which shall be given at an Elevation of more than One hundred and sixty Feet above *Trinity* High-water Mark it shall be lawful for the Company to charge, in addition to the Rates herein-before authorized, a further Sum not exceeding One Pound *per Centum per Annum* on the annual Value of such Dwelling Houses respectively.

What are not deemed domestic Purposes.

XXXVIII. 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.

Power to take increased Rates by Agreement in special Cases.

XXXIX. That the Company may, notwithstanding the Provisions of this Act or any Act incorporated therewith, take an increased Rate or Charge by Agreement with the Person or Body requiring a Supply of Water, and notwithstanding the same may exceed the Rates or Charges herein specified.

Water for other than domestic Purposes may be supplied by Agreement.

XL. 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.

Power to Company to charge by Quantity in certain Cases.

XLI. That the Company shall, at the Request of any Consumer of Water for Purposes other than the Purposes for or in respect of which the Rates or Charges are herein-before provided or limited, or at their own Instance, afford a Supply of Water by means of a Meter or other Instrument or Mode for measuring and ascertaining the Quantity of Water so supplied, and may charge for such Supply not exceeding the following Rates *per* One thousand Gallons; (that is to say,)

When the quarterly Consumption of Water shall not exceed Fifty thousand Gallons, Sevenpence Halfpenny :

When

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When exceeding Fifty thousand Gallons and not exceeding One hundred thousand Gallons, Sevenpence :

When exceeding One hundred thousand Gallons and not exceeding Two hundred thousand Gallons, Sixpence Halfpenny :

When exceeding Two hundred thousand Gallons, Sixpence :

And a further Rate, not exceeding Twenty-five Pounds *per Centum*, in respect of Water so supplied at an Elevation of more than Sixty Feet above *Trinity* High-water Mark.

XLII. That the Company may let for Hire any Meter or Instrument for ascertaining the Quantity of Water consumed or supplied, and any Fittings for the Conveyance of such Water, for such Remuneration in Money as shall be agreed upon between the Company and any Person to whom the same may be so let, and such Remuneration shall be recoverable in the same Manner as the Rents or Sums due to the Company for Water; and such Meters and Fittings shall not be subject to Distress for Rent of the Premises where the same may be used, nor to be taken in Execution under any Process of a Court of Law or Equity or any Fiat in Bankruptcy against the Person in whose Possession the same may be.

Company may let Meters for ascertaining Quantity supplied.

XLIII. That the Clerk, Engineer, or other Officer of the Company may at all reasonable Times enter any House, Building, or Premises supplied by the Company in manner lastly herein-before mentioned, in order to inspect the Meters, Instruments, Fittings, and Works for regulating the Supply of Water, and for the Purpose of ascertaining the Quantity of Water consumed or supplied; and if any Person hinder such Officer as aforesaid from entering and making such Inspection as aforesaid at any reasonable Time, he shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds.

Powers to Company for ascertaining Quantity consumed by Meter.

XLIV. That it shall be lawful for the Company, by their Officers or Servants, from Time to Time to enter any House, Building, or Premises for the Purpose of removing and carrying away any Meter, Instrument, Pipes, Fittings, or other Works the Property of the Company; provided that such Power of Entry shall not be exercised at any Hour not authorized by the "Waterworks Clauses Act, 1847," except with the Consent of a Justice.

Power to take away Meters, &c.

XLV. That the Rates by this Act authorized shall come into operation from and after the Twenty-fifth Day of *December* One thousand eight hundred and fifty-two.

Commencement of Rates.

XLVI. That nothing in this Act or any Act incorporated herewith contained shall prevent the Company from recovering any Sum of Money

Sums not exceeding 50l. may be

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recovered in
County
Court.

Money not exceeding Fifty Pounds which shall be due to them for Water Rates or Rents, or for Damages, Costs, or Expenses, by Action or Proceeding in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Company
not to be
affected by
Trusts.

XLVII. That the Company shall not be bound to see to the Execution of any Trust, whether expressed, implied, or constructive, to which the Part, Share, or Interest of any Proprietor of the Company of and in all or any of the Estates, Property, and Effects, Income and Profits, of the Company, is or shall be subject; and the Receipt of the Person or Persons entitled at Law to receive, either for his or their own Use or for the Use of any other Person, any Dividend or Share of the Profits or Income of the Company, shall from Time to Time be a sufficient Discharge to the Company for the Money in such Receipt expressed to be received, notwithstanding any Trusts to which such Part, Share, or Interest may then be subject, and whether or not the Company have had Notice of the Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

For the Pro-
tection of
Lands of
James Poul-
ter Manser.

XLVIII. That the Company shall not purchase or take any of the Lands of *James Poulter Manser* Esquire (numbered 59) in the Parish of *Broxbourne* in the County of *Hertford*, lying more than Fifteen Feet beyond the present Iron Boundary Fence of the Property of the Company adjoining such Lands, nor shall the Company construct upon any Part of the said Lands which may be so purchased or taken any Workshop, Well, Shaft, Engine, or Pump, except temporarily, for the Purpose of Construction or Repair, nor any Dwelling House or other like Building, without the Consent in Writing of the said *James Poulter Manser* Esquire, his Heirs or Assigns.

As to a cer-
tain Road
used by
James Poul-
ter Manser.

XLIX. That if in the Exercise of the Powers by this Act granted it be found necessary to interfere with a Road now used by *James Poulter Manser* leading from his Mill on the River *Lee* called *Charlton Mill* through *Marsh Lane* and *Little Folly*, close to *Hoddesdon Mill*, in the County of *Hertford*, otherwise than by laying a Pipe under the same, the Company shall, before the Commencement of any such Interference, cause a good and sufficient Road to be made instead of the Road to be interfered with, and during the laying of any such Pipe the Company shall make such Arrangements as will ensure a convenient Passage along the same Road.

Pipe Track
through
Enfield, &c.
to run North-
east of New
River.

L. That the Pipe Track in the Parishes of *Enfield* and *Edmonton* running through the Lands and Grounds belonging to the Residence formerly of *Lewis Raphael* and now of *John Samuel Moorat* Esquire, and which is described in the said Plans and Sections, shall be so constructed

The New River Company's Act, 1852.

constructed as to join the said *New River* in the Parish of *Edmonton* on the North-east Side of the said River, within the Limits of Deviation shown on the said Plans, and the Company shall not, under the Power of this Act, enter upon, take, use, or interfere with the Lands of the said *John Samuel Moorat* on the South-west Side of the said River, and which on the said Plans are included within the said Fields numbered 6 and 7 in the said Parish of *Edmonton*.

LI. That before making use of the new Channel proposed to be made from the Point marked 116 in the said deposited Plan in the Parish of *Edmonton* through the Lands or Grounds occupied with the Residence of the Right Honourable *Thomas Baron Truro*, called *Bowes Manor*, in the said Parish, the Company shall within the same Lands and Grounds connect the present Course of the *New River* flowing through the said Grounds with the said proposed new Channel, and such Connexion shall commence at the Point marked 29 in the said Plan, and join the present Course of the *New River* in the said Grounds at the Part thereof nearest to the said Point marked 29 on the said Plan, and be of the same Width as the said River in the said Grounds.

As to the
Lands of
Lord Truro.

LII. That so long as the Company shall continue the Flow of Water for the Supply of the Metropolis through any Part of the Lands or Grounds occupied with the Residence of the said Lord *Truro* as aforesaid, a continuing Flow of Water shall be kept up by the Company through the present Course of the said River in such Lands or Grounds and along the said new Cut to be made as aforesaid for the same to join the said projected new Channel, so that the Water in the present Course of the said River in the said Grounds may be maintained at the same Height as the Water in the said projected new Channel.

A continuing
Flow of
Water to be
kept up
through such
Lands.

LIII. That in case the said Company shall divert the Course of the said *New River* so that the Waters thereof shall cease to flow through the Lands or Grounds of the said Lord *Truro*, then the Company shall, by means of a Branch Pipe or other Communication to be constructed and maintained by the Company from the nearest Part of the altered Course of the said River, supply a sufficient Quantity of Water to keep such Part of the present Course of the said River, and also of the said new Cut and projected Channel, if the same shall be constructed, as traverses the said Grounds, full of Water at all Times to the same Height as the Level of the Water at that Part of the said River where the said Pipe or Communication shall commence.

Provision
for Supply of
Water in case
the Course
of the New
River is di-
verted from
such Lands.

LIV. That

The New River Company's Act, 1852.

Company
not to take
certain Lands
of Lord
Truro with-
out Consent.

LIV. That nothing in this or the said recited Act contained shall authorize the said Company, without the Consent of the said Lord *Truro*, his Heirs, Executors, Administrators, or Assigns, to enter upon, take, or use any Part of the Lands or Grounds of the said Lord *Truro* marked on the said deposited Plan with the Numbers 116, 117, 118, 119, 121, 122, 125, and 126, which lie on the Eastern Side of the said *New River*.

Bridges to
be con-
structed over
new Channel
in Lands of
Lord Truro.

LV. That in case the said new Channel shall be made, the said Company shall and they are hereby required, at their own Expense, to erect and for ever after maintain in perfect Repair a good and substantial Bridge, with proper Approaches thereto, over the new Channel proposed to be made through the Close of Land marked on the said deposited Plan with the Number 124, so as to connect the Two Parts of the said Close which will be intersected by the said new Channel, and also a good and substantial Bridge, with proper Approaches thereto, over the present Course of the said *New River*, so as to connect the said Lands and Grounds lying on the Eastern Side of the said River with the Part of the said Close marked on the said Plan with the Number 124 lying on the other Side of the said River; and such Bridges shall be made at such Parts of the said proposed new Channel and of the present Course of the said *New River* respectively as shall be selected by the said Lord *Truro*, and shall be constructed during the Construction of the said proposed new Channel, and be completed and finished ready for Use before the said proposed new Channel shall be used, and such Bridges shall be of sufficient Width and Strength for a Cart or Carriage to pass over the same.

For the Pro-
tection and
saving Rights
of the East-
ern Counties
Railway
Company.

LVI. Provided always, That all Works to be executed under the Provisions of this Act, so far as they may interfere with or affect the *Eastern Counties* Railway, or any of the Works or Property of the *Eastern Counties* Railway Company, shall be done, and any Pipes laid down under the said Railway, or under any of the Lands of the said Company, shall be laid, under the Direction and to the reasonable Satisfaction of the Engineer for the Time being of the *Eastern Counties* Railway Company; and before entering upon any Land or Property of such Railway Company for the Purpose of executing any Work under the Provisions of this Act, the Company or their Engineer shall give not less than Seven clear Days Notice in Writing to the Secretary of the said Railway Company of their Intention to commence such Works, and of the Mode in which the same is proposed to be done; and, except as aforesaid, and all Works by this Act specially authorized, nothing in this Act contained shall extend or be construed to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the *Eastern Counties*

The New River Company's Act, 1852.

Counties Railway Company, but all such Rights, Privileges, Powers, and Authorities, except as aforesaid, are hereby expressly saved and reserved; and if any Dispute shall arise between the Engineer of the Company and the Engineer of the *Eastern Counties* Railway Company as to the Manner of executing any Work affecting the *Eastern Counties* Railway or the Lands of the *Eastern Counties* Railway Company, the same shall be referred to Arbitration in the Manner prescribed by the "Company's Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration; and the Award of the Arbitrator or Umpire, as the Case may be, upon any Matter so referred to him or them, shall be final and binding on all Parties.

LVII. That it shall not be lawful for the Company to construct any Work or do any Act by which the Traffic on the *Eastern Counties* Railway may be obstructed or impeded, otherwise than shall be unavoidable in the executing the Works aforesaid, under pain of forfeiting and paying to the *Eastern Counties* Railway Company Fifty Pounds for every Hour during which such Obstruction shall continue, or during which such Traffic shall or may be impeded; and every such Penalty shall be recoverable, with Costs, in any Court of competent Jurisdiction.

Traffic on the *Eastern Counties* Railway not to be obstructed.

LVIII. That before the Company shall commence any Work for the Purpose of widening or altering the Course of the *New River* in the Parish of *Broxbourne* near the Bridge, by means of which the Road leading to the Station of the *Eastern Counties* Railway in that Parish is carried over the said River, and before they shall commence any Operation affecting the said Road or Bridge, the said Company shall, at their own Expense, cause a sufficient Road to be made instead of the Portion of the said Road interfered with, and the said Company shall also, at their own Expense, maintain such substituted Road in a State as convenient for Passengers and Carriages passing to and from the said Station as the Portion of the said Road interfered with, or as nearly so as may be.

Before Road to the *Broxbourne* Station of the *Eastern Counties* Railway interfered with another Road to be substituted.

LIX. That if the Company shall not cause a sufficient Road to be made before they interfere with the said Bridge or the said Road to the said Station, they shall forfeit Forty Pounds for every Day during which such substituted Road shall not be made and completed after the said Road or Bridge shall have been interfered with, or after any such Work as aforesaid shall have been commenced, and such Penalty shall be paid to the *Eastern Counties* Railway Company; and every such Penalty shall be recoverable, with Costs, by Action in any Court of competent Jurisdiction.

Penalty on Company for not making such substituted Road.

LX. And whereas the Cuts or Channels of Communication and Pipe Tracks by this Act authorized, and thirdly herein-before described, are proposed to be carried over the Line of the *East and West India*

Works executed over the Lands of the *East and*

The New River Company's Act, 1852.

West India
Docks and
Birmingham
Junction
Railway to
be executed
to the Satis-
faction of
their En-
gineer.

Docks and Birmingham Junction Railway in the Parish of *Saint Mary Islington*, and it is expedient to provide against any Injury being occasioned to the said Railway, or any Interruption to the Traffic thereon : Be it therefore enacted, That the Works by this Act authorized to be made upon or over the Lands and Hereditaments of the *East and West India Docks and Birmingham Junction* Railway Company shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the said Railway Company, and so as not in any way to interfere with or endanger the Security of the said Railway, or to interrupt or affect the Traffic or Business thereof; and it shall be lawful for the said Railway Company to require all such reasonable Precautions to be taken by the said Governor and Company of the *New River* as shall be necessary for the Purposes aforesaid; and such Works shall be constructed by the said Governor and Company of the *New River*, and at their Expense, and shall be for ever thereafter maintained by them to the Satisfaction of the Engineer for the Time being of the said Railway Company : Provided nevertheless, that in case the said Governor and Company of the *New River* or their Engineer and the Engineer of the said Railway Company shall differ in any of the Matters aforesaid, the same shall from Time to Time be referred to the President for the Time being of the Institution of Civil Engineers, whose Decision thereon shall be final, and shall be acted on by both the said Parties.

Differences
between the
Company to
be settled by
Arbitration.

Company
not to take
or use more
Land of the
Railway
Company
than is re-
quired for
specified
Purposes
without Con-
sent.

LXI. That nothing in this Act contained shall, without the Consent in Writing of the said *East and West India Docks and Birmingham Junction* Railway Company, authorize the said Governor and Company of the *New River*, or any other Person or Persons, for the Purposes of or in execution of this Act, in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *East and West India Docks and Birmingham Junction* Railway Company, other than and except such Land or Property as shall be reasonably required for constructing and maintaining the said Cuts or Channels of Communication and Pipe Tracks, nor, except as aforesaid, in any Manner to alter, vary, or interfere with the said Railway or any of the Works appertaining thereto, save only for the Purpose of constructing and maintaining the said Cuts or Channels of Communication and Pipe Tracks thereby authorized in manner aforesaid, and not otherwise; and if any Difference shall arise between the said Parties hereto upon the said Matters, they shall be referred to the President of the Institution of Civil Engineers in manner aforesaid.

Saving
Rights of the
Railway
Company.

LXII. That, except as aforesaid, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said

The New River Company's Act, 1852.

said *East and West India Docks and Birmingham Junction Railway Company*.

LXIII. 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, 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.

LXIV. That the Company shall not at any Time during the Progress of laying down or constructing the Works hereby authorized along or under the said Metropolis Roads, 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 Road so left open should not be wide enough to allow Two Carriages to pass each other, then and in such Case not more than One hundred 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.

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

LXV. 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 along or under the said Metropolis Roads, 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.

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

LXVI. And whereas 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

As to the Payment to be made for Damage

tion

The New River Company's Act, 1852.

done to the
Roads.

tion of such Works, inasmuch as a Continuation of Labour 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 or 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*.

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

LXVII. 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 Three 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 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,

The New River Company's Act, 1852.

Company, with full Costs of Suit, by Action or Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

LXVIII. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands, the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* (subject to Rights of Common or other Rights or Easements): Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation, and upon such Terms and Conditions, as shall be agreed upon between the said Chancellor and Council and the said Company; and upon Payment of such Price or Compensation by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same.

For the Conveyance of Waste Lands belonging to the Duchy of Lancaster.

LXIX. That every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Twelve Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, anything contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household, and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding.

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

13-W. 4. & 1 Anne, c. 7.

LXX. That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

Saving Rights of the Crown and the Duchy of Lancaster.

LXXI. Provided always, That nothing in this Act contained shall extend to authorize the said Governor and Company to take into the said *New River* from or out of the River *Lee* any other or greater

Company not to take more Water from the

[*Local.*]

31 A

Quantity

The New River Company's Act, 1852.

River Lee
than autho-
rized by
12G. 2. c. 32.

Quantity of Water than is now authorized to be taken out of the said River *Lee* or *Manifold Ditch* by virtue of an Act passed in the Twelfth Year of the Reign of King *George* the Second, intituled *An Act for ascertaining, preserving, and improving the Navigation of the River Lee from the Town of Hertford to the Town of Ware in the County of Hertford; and for preserving and improving the said River from the said Town of Ware to the New Cut or River made by the Mayor, Commonalty, and Citizens of London; and for enabling the Governor and Company of the New River the better to supply the Citizens of London and Westminster and the Liberties and Suburbs thereof with good and wholesome Water.*

Not to affect
Rights of
Trustees of
River Lee.

LXXII. That nothing in this Act contained shall prejudice or affect the Rights of the Trustees of the River *Lee* in respect to the Suits at Law and in Equity, or either of them, now pending between the Trustees and the *New River Company*, but all such Rights, Privileges, and Remedies as are in force in favour of the Trustees immediately before the passing of this Act shall continue and be in force after the passing of the same, anything in this Act to the contrary notwithstanding.

Company to
be subject to
the Provi-
sions of
General Act.

LXXIII. 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.

Saving
Rights of
Commis-
sioners of
Sewers.

LXXIV. That this Act or anything therein contained shall not take away, lessen, alter, or affect any of the Jurisdictions, Rights, Powers, and Authorities of any Commission of Sewers appointed by any Commission under the Great Seal, or under the Seal of the Duchy of *Lancaster*, or of the Commissioners of Sewers of the City of *London*.

Saving
Rights of
Company.

LXXV. Provided always, That this Act or anything therein contained shall not take away, lessen, or prejudicially affect any of the Rights, Remedies, Powers, Authorities, Privileges, Exemptions, and Benefits vested in or granted or reserved to or now enjoyed or exercised by the Company by or by virtue of any Royal Charter, Letters Patent, Act of Parliament, Prescription, Usage, or otherwise however, but all such Rights, Remedies, Powers, Authorities, Privileges, Exemptions, and Benefits (except so far as the same are necessarily altered by this Act) shall be and remain in full Force and Effect, and shall be in addition (as far as may be) to those provided by this Act, and shall be available for the Benefit of the Company in
the

The New River Company's Act, 1852.

the same Manner to all Intents and Purposes as if this Act had not passed.

LXXVI. 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.

LXXVII. That in the Construction of this Act and of the Acts incorporated herewith the following Expressions shall have the Meanings hereby respectively assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) the Expression "the Company" shall mean the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London*; the Expression "the Clerk" shall mean the Clerk for the Time being of the Company. Interpretation of Terms.

The SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Form of Bond.

"THE NEW RIVER COMPANY."

Bond, Number

£

By virtue of "The New River Company's Act, 1852," we, "The Governor and Company of the New River brought from Chadwell and Amwell to London," in consideration of the Sum of

Pounds to us paid by *A.B.* of

do bind ourselves and our Successors unto the said *A.B.*, his Executors, Administrators, and Assigns, in the penal Sum of Pounds.

The Condition of the above Obligation is such that if the said Company shall pay to the said *A.B.*, his Executors, Administrators, or Assigns, at [*the principal Office of the New River Company*] on the

Day of

which

will be in the Year One thousand eight hundred and

the Principal Sum of

Pounds, together with

Interest for the same at the Rate of

Pounds per

Centum per Annum, payable half-yearly on the

Day

The New River Company's Act, 1852.

Day of and the Day of then the
 above-written Obligation is to become void, otherwise to remain in full
 Force. Given under our Common Seal, this Day
 of One thousand eight hundred and

SCHEDULE (B.)*Form of Transfer of Bond.*

I *A.B.* of in consideration of the Sum
 of paid to me by *G.H.* of
 do hereby transfer to the said *G.H.*, his Executors, Administrators,
 and Assigns, a certain Bond, Number made by
 "The Governor and Company of the New River brought from
 Chadwell and Amwell to London" to bearing
 Date the Day of for securing
 the Sum of and Interest [*or, if*
such Transfer be by Endorsement, "the within Security,"] and all my
 Right, Estate, and Interest in and to the Money thereby secured. In
 witness whereof I have hereunto set my Hand and Seal, this
 Day of One thousand eight hundred and

LONDON:

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