



CHAPTER clix.

An Act for incorporating the Brighton and London Sea Water Company, and for authorising them to construct Works for supplying Sea Water for public and private purposes in Brighton and in certain Districts between Brighton and London and in the Metropolitan Districts ; and for other purposes. A.D. 1872.

[6th August 1872.]

WHEREAS the supply of sea water for sanitary and other purposes, and the construction and maintenance of sea water baths in London and other towns and places within the limits of this Act, would be a public and local advantage, and it is expedient that the works by this Act authorised should be made and maintained :

And whereas the persons herein-after named, with others, are willing at their own expense to provide such supply, and to make and maintain the works, and to carry the undertaking into execution, if authorised so to do, and are desirous of being incorporated into a company for that purpose :

And whereas plans and sections of the works by this Act authorised showing the lines and levels thereof, and the lands which may be taken for the purposes of this Act, and also books of reference to the plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, have been deposited with the clerks of the peace for the counties of Surrey, Sussex, and Middlesex respectively, and those plans, sections, and books of reference are in this Act referred to as “the deposited plans, sections, and books of reference :”

And whereas the objects of this Act cannot be 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,

A.D. 1872. and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited for all purposes as "The Brighton and London Sea Water Supply Act, 1872."

Provisions of general Acts herein named incorporated. 2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares), Part III. (relating to debenture stock), of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and the provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands near the railway during the construction thereof, and clauses 12 and 13 of "The Harbours, Docks, and Piers Clauses Act, 1847," and clauses 13, 18, and 19 of "The Railway Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act, and those Acts shall be read as if the works therein referred to had been the works referred to in this Act.

Incorporation of parts of Waterworks Clauses Acts. 3. The following clauses of "The Waterworks Clauses Act, 1847," to wit, clauses 2 to 13 inclusive, relative to the construction of the Act and the construction of the waterworks, clauses 16 to 34 inclusive, relating to accommodation works, mains, and laying of pipes and mains, clauses 48 to 67 inclusive, relating to the communication of pipes, and protection of water, and fouling of water, clauses 85 to 94 inclusive, relating to recovery of damage, and penalties, and access to special Act, shall be incorporated with this Act, as well as the clauses following of "The Waterworks Clauses Act, 1863," to wit, clauses 3 to 10 inclusive, relating to security of reservoirs, and clauses 13 to 21 inclusive, relating to supply of water, protection of water, and recovery of rates, and the above clauses shall be interpreted and applied wherever applicable, as if the words "sea water" had been used in those Acts instead of the word "water."

Interpretation of terms. 4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expression "the Company," or "the promoters of the undertaking," or "the undertakers," shall respectively mean the Company incorporated by this Act; the expression "the works," or "the waterworks," or "the undertaking," shall mean the waterworks and the undertaking by this Act authorised to be made by the Company; the expression "the limits" means the limits of the Act, next herein-after defined; the expression "water" shall mean

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sea water ; and the expression “superior courts” or “court of competent jurisdiction,” or any like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

5. The limits of this Act for the supply of sea water by pipes comprise and include any parish or place within the limits of the Metropolis District, as defined by the Metropolis Local Management Act, 18 and 19 Victoria, chapter 120, and all or any of the places following, to wit : The other parishes or places not included within the limits of the said last-mentioned Act, in or through any parts of which the works will be made and maintained, such places being Aldrington, Preston, Patcham, Newtimber, Poynings, Cuckfield, Hove, West Blackington, Hangleton, Hurstperpoint, Albourne, Twineham, Bolney, Slaugham, Ifield, and Crawley, all in Sussex, and Charlwood, Horley, Reigate, Gatton, Merstham, Coulsdon, Chipsted, Beddington, and Croydon, in Surrey, and Brighton in the county of Sussex. Limits of Act.

6. George Duddell, Edward James Jeffs, William Williams, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors administrators, successors, or assigns respectively, shall be united into a company for the purpose of making and maintaining the waterworks and works by this Act authorised, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of “The Brighton and London Sea Water Company,” and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act. Company incorporated.

7. Subject to the provisions of this Act, the Company may make and maintain, in the lines and situations and according to the levels shown on the deposited plans and sections, the reservoirs, aqueducts, conduits, lines of pipes, and other works shown on the deposited plans, with all proper filtering-beds, dams, sluices, valves, weirs, gauges, gauge-basins, embankments, channels, culverts, drains, approaches, and other works and conveniences connected therewith, (which reservoirs or conduits are set forth in the schedule to this Act), and may enter upon, take, and use such of the lands shown upon the deposited plans, and described in the deposited books of reference, as the Company may deem necessary, except the lands numbered 77 to 81 inclusive, in the parish of Saint George’s, Power to make works.

A.D. 1872. Hanover Square, to enter upon, take, and use for the purposes of this Act, and may take, divert, collect, impound, and appropriate for the purposes of the intended waterworks, the waters of the sea below water mark, at or near the parish of Aldrington aforesaid.

Saving
rights of
the Crown
in the fore-
shore.

8. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in, or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

For pro-
tection of
sewers of
Metropolitan
and other
boards.

9. Where any of the intended works to be done under or by virtue of this Act shall or may pass over, under, or by the side of, or so as to interfere with any sewer, drain, watercourse, defence, or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board constituted under "The Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same or extending the powers thereof, or with any sewers or works to be made or executed by the said boards or vestry, or any of them, or shall or may in any way affect the sewerage or drainage of the district under their or any of their control, the Company shall not commence such work until they shall have given to the said Metropolitan Board or to the district board or vestry, as the case may be, fourteen days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry, as the case may be, for the time being, with a plan and section showing the course and inclination thereof, and other necessary particulars relating thereto, and until such board or vestry respectively shall have signified their approval of the same, unless such board or vestry, as the case may be, do not signify their approval, disapproval, or other directions within fourteen days after service of the said plan, sections, and particulars as aforesaid; and the Company shall comply with and conform to all orders, directions, and regulations of the said Metropolitan Board and of the respective boards or vestries in the execution of the said works, and shall provide by new, altered, or substituted works, in such manner as such boards or vestries respectively may deem

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necessary, for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to, by or by reason of the said intended works, or any part thereof, and shall save harmless the said Metropolitan Board, district board, and vestry respectively, against all and every the expense to be occasioned thereby, and all such works shall be done by or under the direction, superintendence, and control of the engineer or other officer or officers of the said Metropolitan Board, district board, or vestry, as the case may be, at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to such boards or vestry by the Company on demand; and when any new, altered, or substituted works as aforesaid, or any works or defence connected therewith, shall be completed by or at the costs, charges, or expenses of the Company under the provisions of this Act, the same shall thereafter be as fully and completely under the direction, jurisdiction, and control of the said Metropolitan Board, district boards, and vestry respectively, as the case may be, as any sewers or works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or authorities vested or to be vested in the said Metropolitan Board, district boards, and vestries, or any of them, or of their successors, but all such rights, powers, and authorities shall be as valid and effectual as if this Act had not been passed.

10. Notwithstanding this Act, or anything contained in it, it shall not be lawful for the Company to erect any reservoir, or to store sea water in any reservoir or tank, or to supply sea water to be stored in any reservoir or tank in the parish of Croydon, without the consent of the board of health for the district of Croydon first obtained, and if such consent is given then subject to such conditions as the said local board may determine; and it shall not be lawful for the Company to allow a larger quantity than fifteen thousand gallons of the sea water, brought into the parish of Croydon by means of their conduits or pipes, or any of them, to be discharged or to flow or be supplied from and out of such conduits or pipes, or any of them, within the parish of Croydon, during any twenty-four hours, without the consent of such local board first obtained, and, if such consent is given, then subject to such conditions and restrictions as the said local board may impose.

Not to erect
reservoir or
supply sea
water
beyond a
limited
quantity in
Croydon
without con-
sent of local
board.

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Lateral and
vertical
deviations.

11. Wherever and so far as the line of any works shown upon the deposited plans passes along any road and no limits of lateral deviation are marked thereon, the Company may, in the construction of such works, deviate laterally from the lines thereof, as laid down on such plans, to the extent of the boundaries of such road, and also the Company may, in the construction of any works shown upon the deposited plans, deviate laterally from the lines or position thereof, as laid down on the said plans, to any extent not exceeding the limits of deviation shown on the said plans, and the Company may deviate from the levels of the reservoirs as delineated on the deposited sections to any extent not exceeding five feet, and of other works as delineated on the said sections to any extent not exceeding ten feet, but not further, except with the consent of the owner of the lands in which the deviation is made.

Temporary
occupation of
lands.

12. The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the temporary occupation of lands, incorporated with this Act, shall apply only to the reservoirs authorised by this Act and the works immediately connected therewith, and for the purposes of this Act those provisions shall be read as if reservoirs and works were therein mentioned instead of the railway, and the boundaries of reservoirs and works instead of the centre of the railway.

For the pro-
tection of
the estate of
the Marquis
of Westmin-
ster.

13. For the protection of the estate of the Most Honourable the Marquis of Westminster in the county of Middlesex, be it enacted, that the Company shall not acquire or occupy any land or rights or easements in, over, or upon any lands or other hereditaments belonging to the said Marquis, or in which the said Marquis has any estate, right, or interest, without the consent in writing of the said Marquis, his heirs, successors in estate, or assigns, first had and obtained.

Capital and
number and
amount of
shares.

14. The capital of the Company shall be one hundred and sixty thousand pounds in sixteen thousand shares of ten pounds each.

Shares not
to issue until
one fifth
paid up.

15. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

16. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

17. The Company may from time to time borrow on mortgage any sum not exceeding in the whole forty thousand pounds at the times and subject to the restrictions following; (that is to say,) when eighty thousand pounds, part of the said sum of one hundred and sixty thousand pounds, has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any sum not exceeding twenty thousand pounds; and when one hundred and twenty thousand pounds, part of the said sum of one hundred and sixty thousand pounds, has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any further sum not exceeding the sum of ten thousand pounds; and when the whole of the said sum of one hundred and sixty thousand pounds has been subscribed for, issued, and accepted, and one half part thereof has been paid up, the Company may borrow on mortgage any further sum not exceeding ten thousand pounds; but no money shall be borrowed on mortgage under this Act until the capital hereby authorised is subscribed for to the extent necessary to authorise such borrowing, and the respective parts thereof are paid up according to the provisions of this section, and until the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," (before he so certifies) that such capital has been so subscribed, for, issued, and accepted, and that such respective parts thereof have been so paid up, and that not less than one fifth part of the amount of each separate share has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient, he shall grant his certificate that the proof aforesaid has been given him, which certificate shall be sufficient evidence thereof.

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Power to
borrow on
mortgage.

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

Arrears may
be enforced
by appoint-
ment of
receiver.

19. The Company may create and issue debenture stock.

Debenture
stock.

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Application
of moneys.

20. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Money
borrowed on
mortgage
to have
priority.

21. All money to be borrowed on mortgage under this Act, from the time when the same shall be advanced, and the interest for the time being due thereon, shall have priority against the Company, and all the property from time to time of the Company, over all other claims on account of any debts incurred or to be incurred, or engagements entered or to be entered into by them; but nothing in this section shall affect any claim in respect of land acquired by the Company for the purposes of this Act, or injuriously affected by the construction of the works, or by the exercise of any of the powers conferred upon the Company.

Priority of
mortgage
and debenture
stock-
holders inter-
se.

22. Notwithstanding anything in Part III. of "The Companies Clauses Act, 1863," contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Ordinary
meetings.

23. The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the subsequent ordinary meetings of the Company shall be held half-yearly in the months of February and August, or at such other stated periods as shall be appointed for that purpose by an order of a general meeting, and the quorum to constitute a meeting (whether ordinary or extraordinary) shall be ten shareholders, holding in the aggregate not less than five thousand pounds in the capital of the Company.

Scale of
voting.

24. At all meetings of the Company, every holder of five shares and under shall be entitled to one vote, and every shareholder shall have an additional vote for every five shares held by him beyond the first five.

Auditors
need not
hold shares.

25. It shall not be necessary for the auditors appointed by the Company to hold shares in the capital of the Company.

Number of
directors.

26. Subject to the provisions herein contained for increasing the number of directors, the number of the directors shall be three.

Qualification
of directors.

27. The qualification of a director shall be the possession in his own right of fifty shares in the capital of the Company.

Quorum.

28. The quorum of a meeting of directors shall be two.

Power to
increase
number of
directors.

29. The Company may from time to time increase the number of directors to not more than eight, in which case the quorum shall be three.

30. George Duddell, Edward James Jeffs, and William Williams shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, or may elect additional directors, the directors appointed by this Act being, if qualified, eligible for re-election, and at the ordinary meeting to be held every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the provisions herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several persons elected at any such meeting, being neither removed, nor disqualified, nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

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First
directors.

Election of
directors.

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

Powers for
compulsory
purchases
limited.

32. In addition to the lands which the Company are by this Act authorised to purchase compulsory, they may, for any of the purposes of this Act, from time to time, by agreement, purchase in fee, either absolutely or in consideration of any yearly or other rent, or take on lease, or otherwise acquire, any additional quantity of land, not exceeding in the whole ten acres, or any easement or right in or over such additional lands which they may from time to time think requisite for any of the purposes of the undertaking.

Power to
acquire
additional
lands by
agreement.

33. The Company may from time to time construct and maintain on lands to be acquired by them under the powers of this Act, in such place or places as they think fit within the limits, except the town and parish of Brighton, public or private baths, and they may recover such reasonable sum as they think fit for the use thereof: Provided that a printed copy or abstract of the byelaws relating to the use of such baths, and the list of charges, shall be put up in every bath room.

Power to
construct
and let
baths.

34. If the waterworks authorised by this Act and shown on the deposited plans are not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for executing the same, or in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for
completion
of works.

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Power to
take ease-
ments, &c.
by agree-
ment.

35. The persons empowered by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, to sell or convey lands shall, subject to the provisions of those Acts respectively, have power, but by agreement only and not by compulsion, to grant to the Company any easement in, over, or affecting any lands by this Act authorised to be purchased by the Company, and all the provisions of the said Acts with respect to the purchase of lands by agreement, and to rentcharges, shall extend and apply to such easements and to rentcharges granted for the same.

For the pro-
tection of
the Saddles-
combe
estate.

36. Notwithstanding anything in this Act contained or hereby authorised, the Company shall be bound by and comply with the following restrictions and provisions for the protection of the owner for the time being of the Saddlescombe estate at Newtimber:

1. Where any of the works by this Act authorised shall be made in or pass through the said estate, such works shall be completed and the surface of the soil made good within six months after the commencement of such works:
2. All mains or pipes to be laid through the said estate or along the public roads traversing the same shall be laid only in such precise course as shall be approved of by the owner for the time being of the said estate, and the surface of all roads, whether public or private, traversing the said estate, and along which the said mains or pipes shall be laid, shall be made good to the satisfaction of the said owner within one month after the first breaking up of the same:
3. If the surface of any such roads shall at any time after the construction of the works by this Act authorised become out of repair by reason of the subsidence, or otherwise, in consequence of or result from the works of the Company, the same shall be forthwith made good by the Company at their own expense:
4. If at any time after the construction of the reservoir No. 4 by this Act authorised to be made in the said estate the Company shall for a period of six calendar months cease to use such reservoir for the purposes of the said water supply, then from and immediately after the expiration of such period the site and soil whereon such reservoir shall have been constructed shall revert to the owner of the said estate without any payment or other compensation to the Company in respect thereof.

Saving
rights of the
Metropolitan

37. Nothing in this Act contained shall take away or abridge any of the powers vested in the Metropolitan Street Tramways

Company and the Pimlico, Peckham, and Greenwich Street Tramways Company respectively, with respect to the construction, maintenance, and working of the several tramways and works authorised by "The Metropolitan Street Tramways Act, 1869," "The Metropolitan Street Tramways Act, 1870," "The Pimlico, Peckham, and Greenwich Street Tramways Act, 1869," "The Pimlico, Peckham, and Greenwich Street Tramways (Various Powers) Act, 1870," and "The Pimlico, Peckham, and Greenwich Street Tramways (Extensions) Act, 1870," respectively, and the Company shall not, without the consent of the said Tramway Company, take up, or otherwise interfere with or injuriously affect the said tramways and works, or any part thereof; and if or by reason or in execution of any of the works by this Act authorised, or by reason of the mode of construction or of the insufficiency of or the bad state of repair of any such works, or any act or omission of the Company, or of any of their agents or servants, it shall happen that the said tramways and works, or any of them, shall be injured, the Company shall immediately thereupon, at their expense in all things, make good all such injury; and if in any of the events or from any of the causes last mentioned, the free use and working of any of such tramways shall be impeded or obstructed, the Company shall pay to the Metropolitan Street Tramways Company, or the Pimlico, Peckham, and Greenwich Street Tramways Company (as the case may be), as ascertained damages, the sum of fifty pounds for every twenty-four hours during which any such impediment or obstruction shall continue, and so in proportion for any less period than twenty-four hours, and in default of payment of any such sum or any such losses, liabilities, costs, or expenses on demand made on the Company, "the Metropolitan Street Tramways Company" or "the Pimlico, Peckham, and Greenwich Street Tramways Company." (as the case may be) may recover the same, with full costs, in any court of competent jurisdiction.

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Street Tramways Company and the Pimlico, Peckham, and Greenwich Street Tramways Company.

38. The following provisions shall have effect for the protection of the lands in the parishes of Aldrington and Portslade, belonging or claimed to belong to the devisees in trust under the will of Hugh Ingram, Esquire, deceased, which lands are herein-after called the Aldrington estate:

Provisions for the protection of the Aldrington estate.

1. The pumping engine and works proposed to be constructed on the said estate shall be in a reasonably ornamental elevation, to be approved previously to the commencement of the same by the surveyor of the said devisees, and shall be placed as near as conveniently can be to the eastern limits of

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deviation marked on the deposited plans in the parish of Aldrington :

2. The said engine and works shall be so constructed, and for ever maintained and used, as to consume as far as possible the smoke arising therefrom :
3. The sides or banks of the reservoir to be constructed on the Aldrington estate shall not be raised above the present surface of the ground higher than the surface level of the turnpike road from Brighton to Shoreham, shown on the deposited plans and numbered eleven, in the parish of Aldrington, without the consent in writing of the owners for the time being of the Aldrington estate :
4. All land (being part of the Aldrington estate) which shall be taken by the Company for the purposes of this Act, and which shall not be covered with buildings, shall be enclosed and laid out in a reasonably ornamental manner, to be approved of by the surveyor of the said devisees or other the owners of the Aldrington estate, and all reasonable costs of the surveyor of the said devisees in relation to the aforesaid matters shall be paid by the Company.

As to size of conduit in the parish of Reigate.

39. So much of the conduit numbered 6 (described in the schedule hereto) as shall pass through the parish of Reigate shall not be constructed of a wider internal diameter than fifteen inches, without the consent of the authority for the time being under whose control the public roads of that parish shall be.

For the protection of certain companies.

40. In constructing and maintaining the works by this Act authorised affecting any railways, roads, or tramways of any company, or under the control of any public body, the Company shall be subject to the following conditions, namely :

All works crossing or affecting any railway, road, or tramway shall be executed at the expense of the Company under the superintendence and to the satisfaction of the engineer, surveyor, or other the responsible officer for the time being of any company or public body affected by such works, and according to plans and specifications previously submitted to the said engineer, surveyor, or other the responsible officer :

If any such engineer, surveyor, or other the responsible officer, as the case may be, differs with the engineer, surveyor, or responsible officer of the Company concerning the said plans or specifications, or concerning the execution of the said works, every such difference shall be settled by an umpire to be appointed by the two engineers, surveyors, or other the respon-

sible officer, as the case may be, or, if they cannot agree upon an umpire, surveyor, or architect, as the case may be, to be appointed by the Board of Trade on the application of either party :

The said works shall be constructed and maintained so that the traffic upon any railway, road, or tramway shall not be in anywise impeded :

The Company shall acquire only an easement in and upon any works, land, and property of any company or public body respectively, which may be necessary for constructing and maintaining the pipes by this Act authorised to be laid :

If by reason of the construction and maintenance of the works by this Act authorised, any railway or road respectively shall be damaged or injured, or the traffic thereon impeded, the Company shall compensate the owner or owners of the said railway or road for all cost to which he or they may be put in repairing the said damage, and shall also, in the case of any railway, pay by way of liquidated damages to the owner or owners thereof ten pounds for every hour during which such traffic shall be impeded :

The Company shall also indemnify the said owner or owners for any damages or compensation which may be recovered against them, by reason of the interruption of the traffic on the railway, or by reason of any accident on the railway, which interruption or accident shall have been occasioned by the acts or defaults of the Company :

The amount to be paid for the acquisition of an easement upon or under any railway, road, or tramway as herein-before provided, shall be settled in the manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to the purchase of land otherwise than by agreement :

Provided always, that, subject to the stipulations before mentioned, nothing herein contained shall prevent the Company from laying mains and pipes along any public street, road, highway, or bridge crossing any railway, road, or tramway, or any of them.

41. All the works of the Company crossing the London, Brighton, and South Coast Railway (herein-after called the Brighton Railway), under which term are included the stations, sidings, works, conveniences, and approaches connected with that railway, shall, if the Brighton Company so elect, be made by them at the sole expense of the Company, provided that they proceed to execute such works with all reasonable despatch, and shall be at all times maintained at the option of the Brighton Company, either by that

Works may be made and maintained by the London, Brighton, and South Coast Railway Company.

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For the protection of the Vauxhall Bridge Company.

42. For the protection of the Vauxhall Bridge Company (herein referred to as the Vauxhall Company) the following provisions shall have effect, namely:

All pipes and works carried across the Vauxhall Bridge, or laid or executed in or over or under, or so as in any way to affect the said bridge, or any approach thereto, shall be so carried, laid, and executed at the cost in all things of the Company, but under the superintendence and to the reasonable satisfaction of the engineer or surveyor for the time being to the Vauxhall Company, and according to plans, specifications, and sections to be previously approved of by him in writing. Such pipes and works shall be so laid, carried, and executed respectively by such means and in such manner only as not to interfere with the free, uninterrupted, and safe user of the said bridge and approaches for public traffic. Only one line of pipes shall be laid across the said bridge or along any approach thereto without the consent of the Vauxhall Company, and no pipe shall exceed twelve inches diameter without such consent: If it shall at any time appear to such engineer or surveyor that any further or other works or appliances are required to prevent injury to the said bridge or approaches, owing to or in consequence of such pipes or works being so carried, laid, or executed, the Company, subject to arbitration as herein-after mentioned, will, at their own expense, forthwith, on being thereunto required in writing under the hand of such engineer or surveyor, make and execute the works or appliances so required:

The Company shall at all times at their expense maintain the pipes and works so carried, laid, and executed, and also such

further works and appliances as may be so required, in good and substantial repair, order, and condition, to the reasonable satisfaction in all respects of the said engineer or surveyor, and if and whenever the Company fail so to do, the Vauxhall Company may do all such works and things as they think reasonably requisite in that behalf, and the sum from time to time certified by such engineer or surveyor to be the reasonable amount of their expenditure in that behalf shall (subject to arbitration as herein-after provided) be repaid to them by the Company, and in default of repayment may be recovered, with full costs, by the Vauxhall Company in any court of competent jurisdiction :

If by reason of the laying of any pipes, or the execution of any work, the said bridge or any approach thereto, or work connected therewith, be damaged or injured, or the traffic thereon be impeded, the Company shall repay the Vauxhall Company all reasonable cost and expense to which they may be put in repairing the said damage or injury, and in addition thereto shall pay the Vauxhall Company the sum of five pounds for every hour during which such traffic shall be so impeded :

With respect to any land or work of the Vauxhall Company, which the Company are by this Act authorised to use, enter on, or interfere with, the Company shall not purchase and take the same, but shall purchase and take, and the Vauxhall Company shall accordingly grant an easement in or right of using such land and work for the purposes of so carrying and laying such pipes and maintaining the same, and executing such works as aforesaid :

The Company shall, as the consideration for the grant of such easement, pay to the Vauxhall Company and their assigns a perpetual clear yearly rentcharge of two hundred pounds, to commence from the day on which the Company begin to lay pipes over the bridge, or under any approach thereto, and thenceforward to be payable by equal half-yearly instalments :

The said rent shall be charged and recoverable in the manner specified in the 11th section of "The Lands Clauses Consolidation Act, 1845 :"

As security to the Vauxhall Company for the due fulfilment by the Company of the obligations to which, under the provisions of this section, they are liable with respect to the laying of the said pipes and the execution of the said works, the Company shall before they lay any pipes or commence any works affecting the said bridge or approaches thereto, deposit in the London and Westminster Bank, or in some bank to be

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approved by the Vauxhall Company, the sum of two thousand pounds, in the joint names of the chairman for the time being of the Vauxhall Company and of the chairman for the time being of the Company, to be held by such bank for six months after the pipes shall have been laid, and if at any time within such six months the Vauxhall Company shall by resolution declare that the said pipes have not been properly laid, and the said works have not been executed in a sufficient and proper manner, and to the reasonable satisfaction in all respects of the engineer or surveyor to the Vauxhall Company, the said sum shall be held by the said chairmen as trustees in trust to pay and make good to the Vauxhall Company any damages which they may prove before an arbitrator against the Company with respect to the laying of such pipes and the execution of such works in accordance with the provisions of this section :

The said sum so deposited shall be at the risk of the Company, and if either of the said chairmen die or cease to hold office during the continuance of such deposit, a new name shall forthwith be inserted by the Vauxhall Company or by the Company, as the case may require, in the note or memorandum of deposit : Provided that so long as no claim shall be established at the instance of the Vauxhall Company against the Company the interest on the said sum deposited shall be payable to the Company : Provided always, that in case of any dispute between the Company and the Vauxhall Company, as regards any matters arising out of these provisions, the same shall be settled by an arbitrator in manner provided by the Railway Companies Arbitration Act, 1859, and in construing that Act for the purposes of this section, the word "companies" shall be construed to mean the parties to the arbitration.

Saving
rights of
Vauxhall
Bridge
Company.

Reserving
power of
justices to
rebuild and
repair
bridges
crossed by
Company's
pipes.

43. Except as in this Act is otherwise expressly provided, nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the rights, powers, or privileges of the Vauxhall Company.

44. Nothing herein contained shall tend to lessen or control any right, power, or authority now vested in the justices of the peace for the counties of Surrey, Sussex, and Middlesex, for altering or rebuilding any bridge and the lengths of roadway adjacent thereto, repairable by the inhabitants of the said county or any hundred therein, which may be crossed or affected by the works of the Company, but all such rights, powers, and authorities shall remain in as full force as if this Act had not passed, and the said justices shall not be liable to make any compensation whatever for any damage or injury to the Company by the altering or rebuilding of any such

bridge and lengths of roadway adjacent thereto: Provided that in altering or rebuilding such bridge, or lengths of roadway adjacent thereto, nothing shall be done to impede or interfere with the works of the Company for any greater length of time or in any other manner than shall be necessary for the execution of the work, and before commencing such alteration or rebuilding ten days notice thereof shall be given to the Company, and the said justices shall afford to the Company all necessary and reasonable temporary facilities for enabling them to continue the supply of water during such alteration or rebuilding.

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45. If any bridge repairable by the inhabitants of any of the said counties, or of any hundred therein, upon or along which any pipe of the Company is laid, be altered or rebuilt by the justices of the said county, the said justices may require the Company to alter any such pipes in such manner as the circumstances of the case may reasonably require: Provided that in case of any difference between the said justices and the Company as to such alteration, the same shall be referred to an arbitrator to be agreed upon between the parties, or to be appointed for that purpose by the Board of Trade on the application of either party, and the costs of the reference shall be in the discretion of the arbitrator.

If bridges rebuilt, justices may require Company to alter pipes.

46. The Company may from time to time on terms mutually agreed on supply water in bulk for domestic or other purposes at places beyond the limits of this Act; provided the same can be supplied without prejudice to a full supply for the inhabitants within the limits.

As to supply of water beyond limits.

47. The Company shall not supply sea water to any parish authority or local board within the district of the company of proprietors of the Lambeth Waterworks, or to any officer, servant, or contractor of any such parish authority or local board, for the purposes of watering the public streets, without the consent in writing of the said company of proprietors, their successors or assigns.

Company not to supply water for watering streets in the district of the Lambeth Waterworks.

48. The Company shall, at the request of the manager or other the lawful authorities of any corporation, local board, hospital, dispensary, or other public institution or charity, who shall effect a junction with their mains, supply for public purposes sea water at a rate not exceeding six shillings per thousand gallons; and they shall supply water to any private houses or buildings (other than those used for public or charitable purposes), the owners or occupiers of which shall effect a junction with the mains or pipes of the Company, at a rate not exceeding ten shillings per thousand gallons.

Rates at which water is to be supplied.

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Scales of
rates to be
exhibited.

49. A list of rates which shall be exacted by the Company shall be published by the same being painted upon one board or more, in distinct black letters on a white ground, or white letters on a black ground, or by the same being printed in legible characters on paper affixed to such board, and by such board being exhibited in some conspicuous place at every depôt or station where the sea water can be procured, and the rate for retail supply at such depôt shall not exceed twopence for any quantity not exceeding four gallons, and one farthing per gallon for any quantity exceeding the first four gallons.

Water not
necessarily
under pres-
sure.

50. The water to be supplied from any pipe of the Company need not be constantly laid on under pressure greater than that to be afforded from the reservoir whereby such pipe is supplied.

Regulations
for prevent-
ing waste of
water.

51. For preventing waste, misuse, undue consumption, or contamination of the water of the Company, the following provisions shall have effect; (namely,)

1. The Company may from time to time make such reasonable regulations as they think necessary for the objects aforesaid to be observed by persons supplied with water:
2. By any such regulations the Company may direct the use, and prescribe the size, nature, strength, and materials, and the mode of arrangement, alteration, and repair of any pipes, valves, cocks, cisterns, baths, and other apparatus or receptacles, or any of them, to be used by such persons respectively for conveying, delivering, and receiving water, and may interdict any arrangement and the use of any pipe, valve, cock, cistern, bath, or other apparatus or receptacle in their judgment likely to occasion waste, misuse, undue consumption, or contamination of water:
3. The Company shall not be bound under any agreement, or otherwise, to supply or continue to supply water to any person, unless such regulations as are for the time being in force are duly observed by him.

Power to the
Company to
supply fit-
tings, &c.

52. The Company may, if requested by any person supplied or about to be supplied by them with water, furnish to him, and from time to time repair or alter any such pipes, valves, meters, cocks, cisterns, baths, apparatus, and receptacles as are required or permitted by their regulations, and may provide all materials and do all work necessary or proper in that behalf.

Penalty for
extending or
enlarging
pipes.

53. Provided always, that any person who shall, without the knowledge and consent of the Company, extend or enlarge any pipe, or use other means or device for the purpose of supplying any other

person or any tenement with water from the works of the Company, shall forfeit and pay a sum not exceeding five pounds and a further sum not exceeding forty shillings for every day during which such offence shall be continued. A.D. 1872.

54. In all cases in which the Company are by "The Waterworks Clauses Act, 1847," or "The Waterworks Clauses Act, 1863," or by this Act authorised to cut off the pipe or to turn off water from any premises, the Company, their agents and workmen, (after giving notice to the owner or occupier as herein-after provided,) may enter into any such premises between the hours of nine in the forenoon and four in the afternoon, for the purpose of cutting off any pipe by which the water of the Company shall be supplied to such premises. Entry on premises to cut off supply in certain cases.

55. The notice to be given previously to such entry shall be in writing, and shall be served in manner following; (that is to say,) Mode of giving notice.

If the premises intended to be entered be occupied, then by leaving the notice thereat, or by delivering the same to the occupier thereof, twenty-four hours at least previously to such entry:

If such premises be unoccupied, the usual place of abode and the owner thereof be in England and be known to the Company, then by delivering the notice to such owner, or by leaving the same at his usual place of abode twenty-four hours, or by sending the same by post in a registered letter addressed to him at his usual or last known place of abode forty-eight hours, at least previously to such entry:

If such premises be unoccupied, and the usual place of abode of the owner thereof be not in England, or be not known to the Company after due inquiry, then by affixing the notice on some conspicuous part of such premises three days at least previously to such entry:

And for the purposes of this section, any person receiving the rents of any such premises, either on his own account or as agent for any other person, shall be deemed the owner of such premises.

56. The Company's agent or other officer duly appointed for the purpose by the Company may, between the hours of nine of the clock in the forenoon and four of the clock in the afternoon, enter any building or place supplied with water by the Company in order to inspect the meters, pipes, fittings, and apparatus for regulating the supply of water, either for the purpose of ascertaining the quantity consumed or supplied, or to see whether the meters, pipes, fittings, cisterns, or other apparatus provided be in good repair, and if such Company's officers may enter buildings.

A.D. 1872: agent or other officer at any such time be refused admittance into such premises for the purposes aforesaid, or be prevented from making such examination, the occupier of such premises shall for every such offence forfeit to the Company a sum not exceeding five pounds.

For prevent-
ing frauds
and waste of
water.

57. If and whenever any person supplied with water under this Act wilfully does, or causes or suffers to be done, anything in contravention of any of the provisions of this Act, or wilfully fails to do anything which under this Act ought to be done for the prevention of waste, misuse, contamination, or undue consumption of water, the Company may cut off or stop any pipe by or through which water is supplied to him, and may cease to supply him with water as long as the cause of injury remains, or is not remedied, and also may recover in any court of competent jurisdiction from every person so offending the amount of all damage sustained by reason thereof, and the remedies of the Company under this enactment shall be in addition to their other remedies in this behalf.

Incoming
tenant not
liable for
arrears.

58. The Company shall not be entitled to require from the incoming tenant of any property the payment of arrears of water rent or meter left unpaid by any former tenant, unless the incoming tenant has undertaken with such former tenant to pay or exonerate him from the payment of such arrears.

Recovery of
charges for
water.

59. In case any person who shall have been supplied with water by the Company, or who shall be liable to payment in respect of a supply of water under or by virtue of the provisions of this Act, shall neglect or refuse to pay the amount due in respect of such supply for the space of fourteen days after the demand thereof by the Company, their agent or collector, it shall be lawful for any justice having jurisdiction where such person shall then reside, or where such water shall have been supplied, to issue his summons to such person requiring him to appear before two justices having jurisdiction as aforesaid, at a time and place named therein, and then and there to show cause why the sum so demanded should not be paid; and if on the appearance of such person, or in default of appearance, after proof of the service of the summons, either personally or at the last known place of abode or of business of such person, no sufficient cause shall be shown to the contrary, it shall be lawful for such two justices to issue their warrant of distress for the seizure and sale of the goods and chattels of such person for recovery of the amount which may be proved before such justices to be due from such person, together with such costs as to such justices shall seem just and reasonable.

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60. The Company may recover any sum of money which shall be due to them for water rates or rents, damages, costs, or expenses by action or proceeding in any court of law competent for the trial of an action for debt, damages, or trespass to the like amount.

Sums due to Company may be recovered in any court of competent jurisdiction
Notice of discontinuance.

61. A notice to the Company from a consumer for the discontinuance of a supply of water shall not be of any effect, unless it be in writing, and be left at the principal office for the time being of the Company.

62. The Company and any local boards, commissions, corporations, or other public or local bodies, from time to time, may enter into and carry into effect contracts for the supply by the Company within the limits of this Act of water to or for those bodies respectively, in bulk or otherwise, and for any purpose whatsoever within the scale of the duties and powers of such boards, commissioners, corporations, or other bodies respectively, and the contracts may be for such times and for such remuneration, and on such terms and conditions whatsoever, as the contracting parties think fit.

Contracts between Company and public and local bodies for supply of water.

63. A justice or a judge of any court shall not be disqualified from acting in the execution of this Act by reason of his being liable to the payment of any water rent, meter rent, rate, or charge under this Act, or of his being a shareholder of the Company.

Liability to water rent not to disqualify justice, &c.

64. Any summons or warrant issued for any of the purposes of this Act may contain in the body thereof, or in a schedule thereto, several names and several sums.

Contents of summons, &c.

65. Any justice who issues a warrant of distress for any of the purposes of this Act may order that the costs of the proceedings for the recovery of the money to be levied be paid by the person liable to pay such money, and in that case such costs shall be ascertained by the justice, and shall be included in the warrant of distress.

Costs of distress.

66. Penalties imposed on the Company for one and the same offence by several Acts of Parliament shall not be cumulative, and for this purpose, this Act and any Act incorporated wholly or in part with this Act shall be deemed several Acts.

Penalties not cumulative.

67. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.

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The SCHEDULE referred to in the foregoing Act.

RESERVOIRS, CONDUITS, OR PIPES PROPOSED TO BE CONSTRUCTED
UNDER POWERS OF THE ACT.

RESERVOIRS NOT EXCEEDING 90 FEET IN ANY DIMENSIONS (EXCEPT
RESERVOIR 1).

Reservoir 1, in two compartments, each of the size of sixty feet or thereabouts, with a pumping station, in the parish of Aldrington in the county of Sussex, the centre thereof being forty-five yards or thereabouts from and to the south of the turnpike road leading from Brighton to Shoreham, and fifty-five yards or thereabouts from and to the westward of the wooden fence at the boundary line between the parishes of Aldrington and Hove.

Reservoir 2, with a pumping station, in the parish of Preston in the said county of Sussex, the centre thereof being at a point sixty-six yards or thereabouts, measured in a southerly direction, from the engine-house at the Goldstone Bottom pumping station of the Brighton Works Company.

Reservoir 3, with pumping station, in the parish of Patcham in the said county of Sussex, the centre thereof being at a point thirty-eight yards or thereabouts from and on the south-west side of the public road leading from Brighton to the Devil's Dyke, and one hundred and ninety yards or thereabouts from and to the south-east of the intersection of the said road by the road leading from West Blatchington to Patcham.

Reservoir 4, in the parish of Newtimber in the said county of Sussex, the centre thereof being at a point one hundred yards or thereabouts south-west of the intersection of roads leading from Saddlescombe Farm to the Devil's Dyke and Hangleton respectively, and being also seven hundred yards or thereabouts, measured in a south-easterly direction, from the Royal Dyke Hotel.

Reservoir 5, in the parish of Cuckfield, Sussex, the centre thereof being at a point twenty-six yards or thereabouts from and on the east side of the turnpike road from Brighton to Crawley, and sixty-six yards or thereabouts, measured in a north-easterly direction, from the Handcross turnpike gate in the said road.

Reservoir 6, in the parish of Merstham, Surrey, the centre thereof at a point twenty yards or thereabouts from and on the east side of the turnpike road from Reigate to Croydon, and one hundred and ten yards or thereabouts, measured in a south-westerly direction, from the northern entrance to the Merstham tunnel of the South-eastern Railway.

Reservoir 7, in a plot of enclosed vacant land, now or late in the occupation of Mr. George Smith, situate at the back of the Warwick Arms, and other houses adjoining thereto in Hindon Street, in the parish of Saint George, Hanover Square, in the county of Middlesex.

Reservoir 8, situate on a plot of land in Vauxhall Bridge Road, in the parish of Saint George, Hanover Square, adjoining and on the south side of the London and County Bank, and being the property of the Westminster Improvement Commissioners.

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CONDUITS OR PIPES (HEREIN CALLED CONDUITS).

Conduit No. 1, commencing from south side of reservoir No. 1, passing through the parish of Aldrington, Sussex, and terminating in the open sea below low-water mark, at a point four hundred yards or thereabouts due south of reservoir No. 1.

Conduit No. 2, in parishes of Aldrington, Hove, and Preston, Sussex, or some of them, commencing from pumping station by reservoir No. 1 on north side of reservoir, and terminating at southernmost side of reservoir, No. 2.

Conduit No. 3, in parishes of Preston and Patcham, Sussex, commencing from pumping station adjoining reservoir No. 2, and terminating on southernmost side of reservoir No. 3.

Conduit No. 4, in parishes of Patcham, West Blatchington, Hangleton, Poynings, and Newtimber, Sussex, or some of them, commencing at pumping station adjoining reservoir No. 3, and terminating at southernmost side of reservoir No. 4.

Conduit No. 5, commencing on easternmost side of reservoir No. 4, passing thorough the parishes of Newtimber, Poynings, Hurstperpoint, Albourne, Twineham, Bolney, Slaugham, and Cuckfield, all in the county of Sussex, and terminating in southernmost side of reservoir No. 5.

Conduit No. 6, commencing in the northernmost side of reservoir No. 5, passing through the parishes of Cuckfield, Slaugham, Ifield, and Crawley, in Sussex, and Charlwood, Horley, Reigate, Gatton, and Merstham, in Surrey, and terminating in southernmost side of reservoir No. 6.

Conduit No. 7, commencing on northernmost side of reservoir No. 6, passing through the parishes of Merstham, Coulsdon, Chipsted, Beddington, Mitcham, Croydon, Streatham, St. Giles, Camberwell, and St. Mary, Lambeth, in Surrey, St. John the Evangelist, Westminster, St. Margaret, Westminster, and St. George, Hanover Square, in Middlesex, or some of them, and terminating in Vauxhall Bridge Road, in the parish of St George, Hanover Square, one hundred yards or thereabouts south of the junction of Victoria Street with the said road.

Conduit No. 8, wholly in the parish of St. George, Hanover Square, commencing in Vauxhall Bridge Road, at or near the junction therewith of Gillingham Street, by a junction with conduit No. 7, and terminating in reservoir No. 7.

Conduit No. 10, wholly in the parish of St. George, Hanover Square, commencing by a junction with conduit No. 7 at its termination, and terminating in reservoir No. 8.

