

[62 & 63 Vict.] *West Middlesex Waterworks Act, 1899.* [Ch. xci.]



### CHAPTER xci.

An Act to confer further powers upon the Company of Proprietors of the West Middlesex Waterworks with respect to the construction of works the taking of water from the River Thames and the raising of capital and for other purposes. A.D. 1899.  
[13th July 1899.]

**W**HEREAS under the West Middlesex Waterworks Act 1852 and the several Acts therein referred to and the West Middlesex Waterworks Act 1866 the Company of Proprietors of the West Middlesex Waterworks (in this Act called "the Company") are supplying the inhabitants of a district in the western and north-western parts of London with water taken from the River Thames:

And whereas by the Staines Reservoirs &c. Act 1896 (in this Act referred to as "the Act of 1896.") the Staines Reservoirs Joint Committee representing the Company the Grand Junction Waterworks Company and the New River Company were incorporated and empowered to construct certain reservoirs and works therein described and to impound and store water and provision was thereby made for regulating the proportions in which the said Companies were to be entitled to such stored water:

And whereas it is expedient that pending the completion of the works authorised by the Act of 1896 and the Staines Reservoirs Act 1898 the Company should be empowered to draw from the River Thames a further quantity of water in addition to the quantity of twenty-four million five hundred thousand gallons which they are now entitled to draw in any one day:

And whereas it is expedient that the Company should be authorised to construct the works and exercise the powers hereinafter described or mentioned:

And whereas plans and sections of the works as originally proposed to be authorised by this Act and a book of reference to the said plans containing the names of the owners and lessees or

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A.D. 1899. — reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were deposited with the clerks of the peace for the counties of Middlesex and Surrey and are in this Act referred to as the deposited plans sections and book of reference :

And whereas it has been found desirable to alter the line and levels of a portion of such works and plans and sections (in this Act referred to as "the amended plans and sections") showing the lines and levels of such alteration and also a book of reference (in this Act referred to as "the amended book of reference") containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands through which the said alteration will pass have been deposited with the said clerks of the peace :

And whereas the capital of the Company under the West Middlesex Waterworks Act 1852 and the Acts therein referred to and the West Middlesex Waterworks Acts 1866 and 1869 consists of one million one hundred and fifty-five thousand and sixty-six pounds consolidated stock and two hundred thousand pounds four and a half per centum perpetual debenture stock the whole of which capital has been raised and expended for the purposes of the Company :

And whereas by the West Middlesex Waterworks Act 1894 the Company were empowered to raise further capital to the amount of four hundred and forty thousand pounds by the creation and issue of debenture stock which was to be applied to the purposes and in the manner prescribed by section 17 of that Act :

And whereas the Company require further capital for the purposes of the works by this Act authorised and to meet the increasing requirements of their district and it is expedient that they should be empowered to raise such further capital as provided by this Act :

And whereas the objects aforesaid 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.

1. This Act may be cited as the West Middlesex Waterworks Act 1899.

Incorporation of

2. The following Acts and parts of Acts so far as they are applicable for the purposes and are not inconsistent with the



provisions of this Act are incorporated with and form part of this Act (namely):—

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—  
general  
Acts.

The Lands Clauses Acts;

The Waterworks Clauses Act 1847 except section 35 of that Act and the provisions of that Act with respect to the communication pipes to be laid by the undertakers and except that section 44 of that Act as incorporated with this Act shall be read and have effect as if the words “with the consent in writing of the owner or reputed owner of any such house or of the agent of such owner” were omitted therefrom;

The Waterworks Clauses Act 1863; and

Part III. (debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless expressly varied by this Act or unless there be something in the subject or context repugnant to such construction:

Inter-  
pretation.

“The conservators” means the Conservators of the River Thames.

4. Subject to the provisions of this Act the Company may make and maintain in the line and situation and according to the levels shown on the deposited and amended plans and sections the works shown on the said plans together with all necessary or convenient cuts channels aqueducts bridges culverts tunnels drains sluices gauges wells tanks banks walls engines machinery appliances and other works and conveniences and may enter upon take and use such of the lands delineated on the deposited and amended plans and described in the deposited and amended book of reference as may be required for that purpose.

Power to  
make works  
and to take  
lands &c.

The works herein-before referred to and authorised by this Act are—

A conduit main or line of pipes commencing in the parish and urban district of Hampton in the county of Middlesex at the Hampton pumping station of the Company and terminating in the parish and urban district of Barnes in the county of Surrey on land in the occupation of the Company on the south-west side of and adjoining Merthyr Terrace.

5. In the construction of the works authorised by this Act and subject to the provisions thereof the Company may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited and amended plans and where on any road no such limits are shown the boundaries of such road shall be deemed

Limits of  
deviation.

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to be such limits and they may also deviate vertically from the levels shown on the deposited and amended sections to any extent not exceeding five feet upwards and to any extent downwards Provided that no part of the said conduit main or line of pipes shall be laid above the surface of the ground except so far as is shown upon the deposited and amended sections.

For protec-  
tion of  
main roads  
and county  
bridges in  
Surrey.

6. In exercising the powers of this Act with reference to the construction of the conduit main or line of pipes by this Act authorised so far as they affect main roads and county or main road bridges of the county of Surrey the following provisions for the protection of the Surrey County Council (in this section referred to as "the council") shall have effect (that is to say) :—

- (1) The said conduit main or line of pipes shall be laid in or along any main road or in upon or across any main road or county bridge in such position in or at the side thereof and at such depth as subject to the provisions of the section of this Act for the protection of the Richmond Main Sewerage Board the council in writing under the hand of their surveyor may reasonably direct but the council shall not require the same to be laid at a greater depth than two feet from the top of the socket of the pipe to the surface of the roadway :
- (2) The provisions of the Waterworks Clauses Act 1847 with respect to the breaking up of streets for the purpose of laying pipes shall extend and apply to all main roads and county or main road bridges opened and broken up or interfered with by the Company in the exercise of the powers of this Act Provided that the notice required by the thirtieth section of that Act shall be not less than seven days instead of three days :
- (3) The plan required by the thirty-first section of the last-mentioned Act shall be accompanied by a section of the proposed works and shall be delivered to the council or their surveyor by the Company not less than in the case of a bridge one month and in all other cases fourteen days before they commence to open or break up any main road or interfere with any county or main road bridge for the purpose of executing the works :
- (4) Nothing in this Act shall authorise the Company to interfere with the structural part of any county or main road bridge without the consent in writing of the surveyor of the council which consent may be given upon such conditions as the council or such surveyor may reasonably determine :
- (5) Nothing in this Act contained shall interfere with the right of the council to alter the level of deviate or improve in any



manner they think fit any main road in or along which the said conduit main or line of pipes shall have been laid and the Company shall forthwith on receiving notice in writing under the hand of the clerk or surveyor to the council so to do alter the position in any such road of such conduit main or line of pipes in the manner and to the extent prescribed by such notice or as in case of difference shall be determined by arbitration in the manner herein-after prescribed and the expense of any such alteration deviation or improvement shall be paid to the Company by the council:

- (6) Nothing in this Act contained shall interfere with the right of the council at any time or times to remove alter or rebuild any county or main road bridge or the approaches thereto over or attached to which the said conduit main or line of pipes is carried in the same manner as they might have removed altered or rebuilt such bridge or the approaches thereto if this Act had not been passed and such conduit main or line of pipes had not been constructed or laid over or attached to such bridge and in the event of any such bridge or the approaches thereto over or attached to which the said conduit main or line of pipes is laid being removed altered or rebuilt as aforesaid the Company shall at their own cost in all things alter the position of such conduit main or line of pipes and any works by which the same is carried over or attached to such bridge or the approaches thereto as aforesaid Provided that during the removal alteration or rebuilding of such bridge or the approaches thereto as aforesaid the council shall at their own expense afford all reasonable facilities for temporarily carrying the said conduit main or line of pipes across the stream or river so as not to interrupt the continual supply of water or to diminish the pressure of such supply through such conduit main or line of pipes:
- (7) All works shall be so executed by the Company as not to stop the traffic and so far as reasonably practicable as not in any way to impede or interfere with the traffic on any main road or over any county or main road bridge or the approaches thereto:
- (8) The Company shall pay to the council the reasonable expenses incurred by them in relation to the reasonable superintendence by this Act authorised:
- (9) If any difference at any time arise between the council and the Company touching this section or anything to be done or not to be done thereunder such difference shall be settled by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party.

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For protec-  
tion of  
Middlesex  
main and  
contributory  
roads.

7. The Company shall execute the works by this Act authorised so far as the same affect any main roads which the county council of Middlesex (in this section called "the county council") are bound to maintain or to repair and so far also as they affect any roads to the maintenance or repair of which the county council may contribute subject to the following conditions :—

- (1) The Company shall not commence nor execute any such works as aforesaid unless and until they shall have first delivered to the county council plans and drawings of the works intended to be executed and the same plans and drawings shall have been examined and approved by the county engineer and surveyor by writing under his hand or by the engineer as next herein-after provided Provided always that if the said engineer and surveyor shall fail to signify to the Company his approval disapproval or requirements in respect of such works or plans and drawings within twenty-one days after such plans and drawings have been delivered to the county council he shall be deemed to have approved the same :
- (2) The Company shall execute all such works as aforesaid in accordance with the said plans and drawings as approved at their sole expense and under the superintendence and to the reasonable satisfaction of the county engineer and surveyor whose reasonable charges incident to the approval of the said plans and drawings and to the superintendence of the works shall be paid by the Company :
- (3) The Company in the execution of any such works as aforesaid shall not cause any unnecessary interruption of the passage or conduct of the traffic over or along any of the said roads but shall cause as little detriment and do as little damage as may be to the said roads respectively and shall and will at their own expense in a proper and workmanlike manner and to the satisfaction of the said county engineer and surveyor make good all damage injury and disturbance whatsoever which shall happen or arise to the said roads or any or either of them by reason or in consequence of the execution or performance of any such works as aforesaid or any of them or for or by any reason of the non-repair or neglect on the part of the Company to repair the said works as aforesaid or otherwise howsoever by reason of or incident to the execution of any works by this Act authorised :
- (4) If the Company shall neglect or refuse to make good all such damage injury and disturbance as aforesaid then it shall be lawful for the county council to do all works necessary for making good all such damage injury or disturbance and the Company shall make full compensation to the county council



for all damage caused or done to any such roads as aforesaid and shall also bear and pay all the reasonable costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid :

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(5) The Company shall during the progress and until the completion of so much of the said works as affect any such roads as aforesaid make and carry into effect such arrangement for lighting and watching the portions of the roads interfered with and also the works themselves as may be necessary to prevent damage or accident to persons and vehicles using the said roads :

(6) If any difference shall arise between the Company and the county council or the said engineer or surveyor touching this section or anything to be done or not to be done thereunder or any money to be paid thereunder the same shall be determined by an engineer to be agreed on between the Company and the county council or in default of agreement by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice to the other.

8. For the benefit and protection of the Heston and Isleworth Urban District Council (in this section called or referred to as "the council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections unless otherwise agreed to in writing between the council and the Company have effect (that is to say) :—

For protec-  
tion of  
Heston and  
Isleworth  
District  
Council.

(1) The proposed conduit main or line of pipes by this Act authorised shall not unnecessarily interfere with the sewers or watercourses of or under the control of the council and shall be so constructed that the upper surface of the conduit or line of pipes shall throughout the entire length where it passes through the lands roads or ways of the council be not less than two feet below the present surface of the ground :

(2) The Company shall not commence any of the works to be executed by them in the district of the council under this section so far as they affect any of the said roads ways sewers and watercourses or any works for discharging water from such conduit main or line of pipes by this Act authorised into any river brook stream watercourse or ditch belonging to or under the jurisdiction of the council until they shall have given to the council at least twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office for the time being of the clerk to the council with plans and sections of the said works nor until the council shall

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have signified their approval of the same unless the council shall fail to signify in writing to the Company their approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans and sections in which event the Company may proceed forthwith with the said works in accordance with the said plans and sections and in case after such disapproval has been signified as aforesaid any such plans and sections are not agreed upon any difference between the Company and the council with reference to the matters aforesaid shall be determined by arbitration as herein-after provided :

- (3) The Company shall to the reasonable satisfaction of the engineer to the council restore all sewers drains culverts water pipes hydrants gas pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised :
- (4) The Company shall not without the consent of the council in any way during the progress of the works stop up impede or obstruct the public traffic passing along more than one half the width of the road called the Avenue or any of the said roads or footpaths at one time and where the surface of any street road or footpath has been interfered with or disturbed by the Company in constructing the work or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the council or their engineer restore the surface so interfered with or disturbed and shall make good and repair for one year from such restoration any sinking or subsidence of such roads or footpaths caused by the execution of the said works The Company shall in the execution of such works comply with and conform to all reasonable directions and regulations of the council in reference to such interference with the said roads or footpaths and the traffic and shall whenever it shall be necessary so to do provide for the proper protection of and for preventing injury or impediment to the sewers drains culverts water pipes hydrants gas pipes and gullies in the said highways and public places and shall be liable to pay and shall pay to the council any damages penalties costs charges or expenses which the council may become legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether in the execution of the works or the superintendence thereof or whether such injury or loss occurs either during or after the construction thereof) and all moneys so paid by the council on account of any such damages



penalties costs charges or expenses shall be repaid to the council by the Company on demand. When any new or altered or substituted works or any works connected therewith rendered necessary for the protection of the sewers and other things as aforesaid shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as any sewers or works now or hereafter may be and except only as in this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the council or their successors :

- (5) In the event of the council at any time requiring in exercise of the powers vested in them by the Public Health Act to carry any sewers drains or other apparatus over across or under the said conduit main or line of pipes by this Act authorised within the district of the council the Company shall not make any claim or charge against the council for the easement or right of laying maintaining renewing or repairing any such sewers drains or other apparatus but subject as aforesaid the provisions of the Public Health Act shall apply to such sewers drains or other apparatus and to the council and the Company in respect thereof :
- (6) The engineer of the council and his assistants or other persons appointed by the council shall during the construction of the works by this Act authorised and the works in connexion therewith and any other works which may affect the roads sewers lands or other property of the council have full power to enter upon and inspect the same and the progress and condition thereof to see whether the provisions of this section are being complied with or otherwise :
- (7) In case of any difference or dispute arising between the council and the Company touching or concerning the true intent and meaning of these provisions or as to any plans or sections or as to the construction or proposed construction or carrying into effect of any of the works matters or things authorised or required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer to be nominated as referee by the President of the Institution of Civil Engineers on the application of either party.

9. For the benefit and protection of the Twickenham Urban District Council (in this section called or referred to as "the council") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections

For protection of ;  
Twickenham  
Urban Dis-  
trict Coun-  
cil.

A.D. 1899. unless otherwise agreed to in writing between the council and the Company have effect (that is to say):—

- (1) The proposed conduit main or line of pipes by this Act authorised shall not unnecessarily interfere with the sewers drains or watercourses of or under the control of the council and shall be so constructed that the upper surface of the conduit main or line of pipes shall throughout the entire length where it passes through the lands roads or ways of the council be not less than two feet below the present surface of the ground:
- (2) The Company shall not commence any of the works to be executed by them in the district of the council so far as they affect any of the said roads footpaths ways sewers drains surface-water culverts and watercourses or any works for discharging water from such conduit main or line of pipes by this Act authorised into any river brook stream watercourse or ditch belonging to or under the jurisdiction of the council until they shall have given to the council at least twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office for the time being of the clerk to the council with plans and sections of the said works nor until the council shall have signified their approval of the same unless the council shall fail to signify in writing to the Company their approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans and sections in which event the Company may proceed forthwith with the said works in accordance with the said plans and sections and in case after such disapproval has been signified as aforesaid any such plans and sections are not agreed upon any difference between the Company and the council with reference to the matters aforesaid shall be determined by arbitration as herein-after provided:
- (3) The Company shall to the reasonable satisfaction of the surveyor to the council restore all sewers drains culverts water pipes hydrants gas pipes and gullies belonging to or under the control of the council in the roads highways and public places which shall be broken up destroyed damaged or interfered with in the execution of the works by this Act authorised:
- (4) The Company shall not without the consent of the council in any way during the progress of the works stop up impede or obstruct the public traffic passing along more than one half the width of any roads footpaths or public places for a



greater length than one hundred yards at one time and where the surface of any road or footpath or public place has been interfered with or disturbed by the Company in constructing the work or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the council or their surveyor restore the surface so interfered with or disturbed and shall make good and repair for one year from any such restoration any sinking or subsidence of such roads or footpaths caused by the execution of the said works. The Company shall in the execution of such works comply with and conform to all reasonable directions and regulations of the council in reference to such interference with the said roads footpaths or public places and the traffic and shall whenever it shall be necessary so to do provide for the proper protection of and for preventing injury or impediment to the sewers drains culverts water pipes hydrants gas pipes and gullies in the said roads footpaths and public places and shall be liable to pay and shall pay to the council any damages penalties costs charges or expenses which the council may become legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether in the execution of the works or the superintendence thereof or whether such injury or loss occurs either during or after the construction thereof) and all moneys so paid by the council on account of any such damages penalties costs charges or expenses shall be repaid to the council by the Company on demand. When any new or altered or substituted works or any works connected therewith rendered necessary for the protection of the sewers and other things as aforesaid shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the council as any sewers or other things now or hereafter may be and except only as in this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the council or their successors :

- (5) In the event of the council at any time requiring in exercise of the powers vested in them by any statute to carry any sewers drains surface-water culverts or other apparatus over across or under the said conduit main or line of pipes by this Act authorised within the district of the council the Company shall

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not make any claim or charge against the council for the easement or right of laying maintaining renewing or repairing any such sewers drains surface-water culverts or other apparatus but subject as aforesaid the provisions of any statute enabling the council in that behalf shall apply to such sewers drains surface-water culverts or other apparatus and to the council and the Company in respect thereof :

(6) The Company shall from time to time and within six months from the time at which the said conduit main or line of pipes authorised by this Act shall have been laid down or formed by the Company within the district of the council cause a map or plan to be made on a scale not more than eighty-eight feet to the inch and shall cause to be marked thereon the course and situation of such conduit main or line of pipes within the said district and shall within six months from the making of any alterations or additions cause such map or plan to be from time to time corrected and such additions made thereto as may show the altered line and situation of such conduit main or line of pipes and a copy of such map or plan with the date expressed thereon of the last time when the same shall have been so corrected as aforesaid shall be deposited at the offices of the council within one month from the making of such map or plan or any additions alterations or deviations :

(7) The surveyor to the council and his assistants or other persons appointed by the council shall from time to time and at all times during the construction of the works by this Act authorised and the works in connexion therewith and any other works which may affect the roads footpaths or public places sewers drains surface-water culverts lands or other property of the council have full power to enter upon and inspect the same and the progress and condition thereof to see whether the provisions of these clauses are being complied with or otherwise :

(8) In case of any difference or dispute arising between the council and the Company touching or concerning the true intent and meaning of the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof the same shall unless otherwise agreed be settled by an engineer or other fit person to be appointed as sole arbitrator by the President of the Institution of Civil Engineers on the application of either party.

10.—(1) If in the laying of the conduit main or line of pipes authorised by this Act it be found necessary to lay any such pipes over under across or in near proximity to the mains or pipes of the

For protec-  
tion of  
Southwark



Southwark and Vauxhall Water Company (herein-after called "the Southwark Company") which may be already laid or which may be laid before the time when the laying of the said conduit main or line of pipes is commenced the Company shall give seven days' previous notice to the Southwark Company of the intention of the Company to lay the same and such conduit main or line of pipes where they cross over or under or are in near proximity to the mains or pipes of the Southwark Company shall only be laid under the superintendence and to the reasonable satisfaction of the engineer of the Southwark Company so as to insure as little hindrance or obstruction or difficulty of access to the mains pipes and other appliances of the Southwark Company as possible.

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and Vauxhall Water Company.

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

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

(4) Any difference which may arise between the Company and the Southwark Company as to the laying down of pipes or constructing works or interference with the mains pipes or other appliances of the Southwark Company shall on the application of the Company be referred to and determined by an arbitrator to be agreed upon or failing agreement an engineer to be appointed by the President of the Institution of Civil Engineers.

11. For the protection of the London and South Western Railway Company (in this section referred to as "the South Western Company") the following provisions shall unless otherwise agreed between the Company and the South Western Company apply and have effect (viz.) :—

For protection of London and South Western Railway Company.

(1) In laying down repairing and removing the conduit main or line of pipes or executing any other works in exercise of the powers contained in this Act upon across over under or in any way affecting the railway or works of the South Western

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Company or any of the bridges over or under such railway or the approaches to any such bridge which the South Western Company are liable to maintain or within the boundary of the South Western Company's property the same shall be done under the superintendence and to the reasonable satisfaction of the chief engineer of the South Western Company and according to plans sections and specifications and except in case of urgent necessity at such times as shall be previously submitted to and approved in writing by him and shall be executed by and at the expense in all things of the Company and so as not to cause any injury to the said railway or works or to any such bridge or the approaches thereto as aforesaid or within the said boundary and shall within such boundary so execute any works as having regard to the existing level of the railway shall not interfere with or impede any improvement or widening of such railway or bridge or the introduction of side openings to such bridge Provided that if the said engineer does not express his approval or disapproval of the said plans sections and specifications within twenty-eight days after the same have been submitted to him he shall be deemed to have approved thereof:

- (2) If any injury or damage to the railway works or property of the South Western Company or their servants or the public using their railway or any interruption of the South Western Company's traffic shall be in any way occasioned by the Company or their contractors or arise from bursting or want of repair of the said conduit main or line of pipes the Company shall forthwith make full compensation to the South Western Company in respect thereof:
- (3) The said conduit main or line of pipes when constructed upon across over under or in any way affecting the said railway or works or any bridge over or under the same or the approaches thereto as aforesaid or within the said boundary shall be at all times maintained in good repair by the Company and in default of its being so maintained the South Western Company may from time to time by notice in writing signed by their said engineer and delivered at the principal office of the Company require the Company to put the same into good repair forthwith and if the Company for seven days after the receipt of such notice refuse or neglect to repair the same the South Western Company may without any further notice to the Company repair the same and all expenses properly incurred by them in or about such repairs shall be repaid to them by the Company Provided that in case of accidents happening



or immediate danger being apprehended to the said railway or any bridge over or under such railway or the approaches thereto or other works of the South Western Company by reason of the said conduit main or line of pipes as aforesaid being in want of repair the South Western Company may without giving such notice as aforesaid make such repairs as may be necessary and the expenses of the same shall be repaid to them by the Company :

- (4) The Company shall bear and on demand pay to the South Western Company all reasonable costs of the superintendence by them of the construction of the works and repairs thereof and all costs of watching lighting and protection of the said railway with reference to and during such construction and repairs but such superintendence by the South Western Company shall not relieve the Company from liability for any accident which may be occasioned by or through the operations of the Company or by their contractors agents or workmen :
- (5) The South Western Company may at any time or times hereafter upon giving to the Company seven days' notice thereof in writing signed by their said engineer and delivered at the principal office of the Company divert or alter the level of the said conduit main or line of pipes within the boundary of the South Western Company's property when required for any repairs alterations or extensions of railway or works which they may think necessary without being liable to pay compensation in respect thereof :
- (6) The Company shall not acquire any estate or interest in the lands and property of the South Western Company other than an easement or right of constructing or maintaining thereon the conduit main or line of pipes by this Act authorised and the sum to be paid for the acquisition of such easement shall be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement :
- (7) In the event of the Company affecting for the purposes of their works the approach on the northern side of Hampton Station or any part thereof they shall make good such portion thereof and put the same into such condition as the same shall be at the commencement of such works so that no extra expense shall be caused to the South Western Company when the local authority takes over the same :
- (8) Any difference which may arise between the South Western Company and the Company touching any of the matters referred

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to in this section shall unless otherwise arranged be decided by a single arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

For protection of corporation of Richmond.

**12.** For the benefit and protection of the mayor aldermen and burgesses of the borough of Richmond in the county of Surrey (in this section called or referred to as "the corporation") the following provisions shall notwithstanding anything in this Act contained or shown on the deposited plans and sections unless otherwise agreed to in writing between the corporation and the Company have effect (that is to say):—

- (1) If in the laying of the conduit main or line of pipes authorised by this Act it be found necessary to lay the same over under across or in near proximity to the water mains or pipes of the corporation which may be already laid or which may be laid before the time when the laying of the said conduit main or line of pipes is commenced the Company shall give seven days previous notice to the corporation of the intention of the Company to lay the same and such conduit main or line of pipes where they cross over or under or are in near proximity to the water mains or pipes of the corporation shall only be laid under the superintendence and to the reasonable satisfaction of the engineer of the corporation so as to insure as little hindrance or obstruction or difficulty of access to the water mains pipes and other appliances of the corporation as possible:
- (2) Nothing in this Act shall authorise the Company to take up or divert remove or in any way interfere with the water mains pipes and other appliances of the corporation without their consent in writing first obtained for the purpose and then only under the superintendence and to the reasonable satisfaction of the engineer of the corporation:
- (3) The Company shall make good all damage which may be done by them to the water mains pipes and other appliances of the corporation on the carrying out or by reason of the works or any of them authorised by this Act and the Company shall make full compensation for any loss or damage which the corporation may sustain in the carrying out or by reason of the works authorised by this Act and which the Company may not be able to make good:
- (4) The proposed conduit main or line of pipes by this Act authorised shall not unnecessarily interfere with the sewers or watercourses of or under the control of the corporation and shall be so constructed that the upper surface of the conduit



main or line of pipes shall throughout the entire length where it passes through the lands streets footpaths roads or ways of or under the control or jurisdiction of the corporation be not less than two feet below the present surface of the ground :

- (5) The Company shall not commence any of the works to be executed by them in the borough of Richmond under this section so far as they affect any of the said lands streets roads ways sewers and watercourses or any works for discharging water from such conduit main or line of pipes by this Act authorised into any river brook stream watercourse or ditch belonging to or under the jurisdiction of the corporation until they shall have given to the corporation at least twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office for the time being of the town clerk of the said borough with plans and sections of the said works nor until the corporation shall have signified their approval of the same unless the corporation shall fail to signify in writing to the Company their approval or disapproval within twenty-one days after service of the said notice and delivery of the said plans and sections in which event the Company may proceed forthwith with the said works in accordance with the said plans and sections and in case after such disapproval has been signified as aforesaid any such plans and sections are not agreed upon any difference between the Company and the corporation with reference to the matters aforesaid shall be determined by arbitration as herein-after provided :
- (6) The Company shall to the reasonable satisfaction of the engineer to the corporation restore all sewers drains culverts water pipes hydrants gas pipes and gullies in the roads highways and public places which shall be broken up destroyed or damaged in the execution of the works by this Act authorised :
- (7) The Company shall not without the consent of the corporation in any way during the progress of the works stop up impede or obstruct the public traffic passing along more than one half the width of any of the said streets roads or footpaths at one time and where the surface of any street road or footpath has been interfered with or disturbed by the Company in constructing the work or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the corporation or their engineer restore the surface so interfered with or disturbed and shall make good and repair for one year from such restoration any sinking or subsidence of such streets roads or footpaths caused by the execution of the said works The Company shall in the

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execution of such works comply with and conform to all reasonable directions and regulations of the corporation in reference to such interference with the said streets roads or footpaths and the traffic and shall whenever it shall be necessary so to do provide for the proper protection of and for preventing injury or impediment to the sewers drains culverts water pipes hydrants gas pipes and gullies in the said highways and public places and shall be liable to pay and shall pay to the corporation any damages penalties costs charges or expenses which the corporation may become legally liable to pay and shall have so paid in respect of any injury loss or damage consequent upon or arising from the execution by the Company of any works under the authority of this Act (whether in the execution of the works or the superintendence thereof or whether such injury or loss occurs either during or after the construction thereof) and all moneys so paid by the corporation on account of any such damages penalties costs charges or expenses shall be repaid to the corporation by the Company on demand When any new or altered or substituted works or any works connected therewith rendered necessary for the protection of the sewers and other things as aforesaid shall be completed by or at the costs charges and expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the jurisdiction and control of the corporation as any sewers or works now or hereafter may be and except only as in this Act expressly provided nothing in this Act contained shall in any manner extend or be construed to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the corporation or their successors :

(8) In the event of the corporation at any time requiring in exercise of the powers vested in them by the Public Health Act to carry any sewers drains mains pipes or other apparatus over across or under the said conduit main or line of pipes by this Act authorised within the borough of Richmond the Company shall not make any claim or charge against the corporation for the easement or right of laying maintaining renewing or repairing any such sewers drains mains pipes or other apparatus but subject as aforesaid the provisions of the Public Health Act shall apply to such sewers drains mains pipes or other apparatus and to the corporation and the Company in respect thereof :

(9) The engineer of the corporation and his assistants or other persons appointed by the corporation shall from time to time



and at all times during the construction of the works by this Act authorised and the works in connexion therewith and any other works which may affect the roads sewers lands or other property of the corporation have full power to enter upon and inspect the same and the progress and condition thereof to see whether the provisions of this section are being complied with or otherwise :

(10) The conduit main or line of pipes and any works or conveniences connected therewith so far as the same shall be made or pass in on or through the portion of the Old Deer Park held by the corporation shall be completed within three months from the time when the Company commence the construction thereof unless prevented by any combination of workmen or strikes or lock-out affecting any of those employed or by causes not within the control of the Company for which due allowance shall be made and the same shall not be constructed or any works or operations in connexion therewith carried on during the months of May June July August September or October or on any bank or other public holiday in any year Provided always that the Company may be permitted to retain possession with the permission of the Crown of a portion of the south-western angle of the Old Deer Park not exceeding one acre in extent for a period not exceeding twelve months from such commencement, for the purpose of constructing the tunnel and other works under the River Thames and to carry on such works thereon during the whole of such twelve months :

(11) In case of any difference or dispute arising between the corporation and the Company touching or concerning the true intent and meaning of these provisions or as to any plans or sections or as to the construction or proposed construction or carrying into effect of any of the works matters or things authorised or required to be done or performed by the Company under this Act the same shall be referred to and settled by an engineer to be nominated as referee by the President of the Institution of Civil Engineers on the application of either party.

**13.**—(1) The portion of the Company's conduit main or line of pipes to be constructed within the borough of Richmond and the urban district of Barnes being the constituent authorities of the Richmond Main Sewerage Board (herein-after called "the sewerage board") and parallel with or adjacent to the main sewer of the sewerage board shall be constructed as nearly as practicable in the line shown upon a plan signed by the engineers of the Company and

For protec-  
tion of  
Richmond  
Main Sewer-  
age Board.

A.D. 1899. — the sewerage board and at such level as not in any way to interfere with the sewer manholes or works of the sewerage board Any deviation from such line which may be found necessary in carrying out the work shall be agreed between the said engineers or in default of agreement shall be settled by arbitration under the provisions of this section.

(2) Before executing any works by this Act authorised within five feet of the sewer or other works of the sewerage board the Company shall give to the sewerage board not less than three days notice in writing of their intention to do so and such works shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the sewerage board and the Company shall take such precautions and do such works for preventing injury or interruption to the sewer and works of the sewerage board as their engineer shall reasonably require and shall pay all reasonable expenses of the sewerage board of superintending the construction of such works and incident thereto and shall make good all damage to be occasioned thereby and in the event of the cost of necessary repairs or reconstruction of the existing main sewer or works of the sewerage board being increased by reason of the works of the Company the additional cost thereby incurred shall be borne and paid by the Company such cost to be fixed in the event of the engineers of the sewerage board and the Company differing by arbitration as provided by this section.

(3) The Company shall not at any time hereafter permit any water to escape or be discharged from the said conduit main or line of pipes into the sewer or works of the sewerage board or the sewers or works of either of their constituent authorities connected therewith without the previous consent in writing of the sewerage board or their engineer and the Company shall pay to the sewerage board such sum as shall in the opinion of the engineer to the sewerage board fairly represent the cost of pumping purifying and discharging into the River Thames the water flowing into the sewerage board's sewer through such escape or discharge.

(4) Any dispute or difference which may arise between the sewerage board and the Company or their respective engineers with reference to the provisions of this section or in any way arising thereout or as to any works to be carried out in pursuance thereof shall unless otherwise agreed be settled by an engineer or other fit person to be appointed as sole arbitrator by the President of the Institution of Civil Engineers on the application of either party.

14. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.



**15.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which others than the grantors have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Persons under disability may grant easements &c.

**16.** The Company in lieu of acquiring any of the lands mentioned or referred to in the schedule to this Act for the purpose of the works by this Act authorised may acquire such easements and rights in such lands as they may require for the purpose of constructing placing laying inspecting maintaining cleansing repairing conducting or managing the same and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the summoning of a jury) shall apply to such easements and rights as fully as if the same were lands within the meaning of such Acts:

Power to acquire easements only.

Provided that as regards any lands taken or used by the Company for the purpose of the said works the Company shall not (unless they give notice to treat for such lands and not merely for easements therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the works have the same rights of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Company:

Provided always that nothing herein contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this proviso.

**17.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited and amended plans will be sufficient for the purposes of the Company and that such portions or some other greater or less portion thereof can be severed from the

Owners may be required to sell parts only of certain lands and buildings.

A.D. 1899. remainder of the said properties without material detriment thereto  
Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and



expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner: A.D. 1899.

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

**18.** The Company shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partly by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied. Restriction on taking houses of labouring class.

If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provision they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

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

Period for completion of works.

**19.** If the works authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto respectively shall cease except as to so much thereof as is then completed but nothing in this section shall restrict the Company from extending their works mains and pipes from time to time whenever it shall be necessary for the purpose of increasing or distributing the supply of water within their limits of supply.

For protection of conservators of River Thames.

**20.** For the protection of the conservators the following provisions shall have effect (that is to say):—

(1) The conduit main or line of pipes and all or any temporary or permanent works connected therewith so far as the same affect the River Thames and any tributary thereof (all of which are in this section included in the expression "the River Thames") shall if constructed be executed according to plans elevations and sections to be approved in writing by the conservators and deposited at their office and the works in the River Thames shall be executed in accordance with such plans elevations and sections to the reasonable satisfaction of the engineer of the conservators and under his supervision should he desire to attend and at least one week's notice in writing of the time and place of the commencement of any works in or affecting the River Thames shall be given by the Company to the conservators and the traffic of the river shall not be interfered with more than may be absolutely necessary in the construction of such works:

(2) The Company shall within twenty-eight days after the completion of the works herein-before mentioned so far as the same affect the River Thames and after notice from the conservators so to do remove any temporary works and materials for temporary works which may have been placed in the River Thames by or at the instance of the Company and on their failing so to do the conservators may remove the same charging the Company with the expense of so doing and the Company



shall forthwith repay to the conservators all expenses so incurred : A.D. 1899.

- (3) The Company shall during the construction of the works hang out and exhibit at or near to the said works every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels as defined by section 3 of the Thames Conservancy Act 1894 and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the conservators by writing under the hand of their secretary or other authorised officer shall approve or direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit and pay to the conservators ten pounds :
- (4) Nothing in this Act contained shall authorise or empower the Company to embank encroach upon or interfere with any part of the soil or bed of the River Thames or the shores or banks thereof except according to the plans elevations and sections approved by the conservators :
- (5) The Company shall not take any gravel soil or other material from the bed or shore of the River Thames without the previous consent of the conservators signified in writing under the hand of their secretary but nothing in this sub-section shall 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.

**21.**—(1) Subject to the provisions of this Act and to the provisions of section 297 of the Thames Conservancy Act 1894 the Company may from and after the passing of this Act by means of their works whereby they are now authorised to obtain draw and impound water from the River Thames above Teddington Lock obtain draw impound and take such quantity of water from the said river in any day of twenty-four hours calculated from midnight to midnight and whether or not in excess of 24,500,000 gallons as may be required by them for the purpose of fulfilling obligations imposed upon them by statute with respect to the supply of water :

Increase of  
Company's  
power to  
take water  
from River  
Thames.

The quantity of water (if any) obtained drawn impounded and taken by the Company under this section in excess of 24,500,000 gallons in any day of twenty-four hours calculated from midnight to midnight is in this Act referred to as " the daily excess quantity " :

Provided that the daily excess quantity in any such day as aforesaid shall not exceed 15,000,000 gallons and the aggregate of the daily excess quantities in any half year ending on the thirtieth

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day of June or the thirty-first day of December (as the case may be) shall not exceed a quantity equal to the aggregate amount of 5,000,000 gallons in respect of the several days of twenty-four hours calculated from midnight to midnight during such half year :

And provided that the Company shall not obtain draw impound or take from the River Thames any daily excess quantity when the water is not flowing over the weir at Molesey at a rate exceeding 190,000,000 gallons per day of twenty-four hours calculated as aforesaid :

Provided further that when in any such day as aforesaid the flow of water over the said weir is at a rate exceeding 190,000,000 gallons per day the Company shall not obtain draw impound or take from the River Thames any daily excess quantity in such day so as to reduce the quantity flowing on that day over such weir to less than 190,000,000 gallons :

Provided also that if the flow of water over the said weir at Molesey is at a rate not exceeding 190,000,000 gallons in any one day then on notice from the conservators the Company shall for that day stop obtaining drawing impounding or taking water from the River Thames or so reduce the rate at which they are obtaining drawing impounding or taking water that the quantity obtained drawn impounded or taken on any day calculated as aforesaid in which any such notice has been given shall not exceed 24,500,000 gallons Any such notice may be given by telegraph :

Provided also that the Company shall not obtain draw impound or take water from the River Thames in any such day as aforesaid in excess of 24,500,000 gallons at such times in such manner or to such extent as to prejudice or affect the rights of the Lambeth Waterworks Company the Grand Junction Waterworks Company the Southwark and Vauxhall Water Company and the Chelsea Waterworks Company or of any of those companies under their respective Acts or agreements with the mayor and commonalty and citizens of the city of London or the conservators to draw impound or take from the River Thames in any such day as aforesaid any quantities of water not exceeding in the case of the Lambeth Waterworks Company the Grand Junction Waterworks Company and the Southwark and Vauxhall Water Company 24,500,000 gallons and in the case of the Chelsea Waterworks Company 22,000,000 gallons or to prejudice or affect the rights of the East London Waterworks Company under the East London Waterworks (Thames Supply) Act 1867 :

And provided that nothing in this Act shall be deemed to confer upon the Company any priority of right to obtain draw or impound or take water from the River Thames or from any tributary of the



said river as against the Lambeth Waterworks Company the Grand Junction Waterworks Company the Southwark and Vauxhall Water Company the Chelsea Waterworks Company the East London Waterworks Company or any other company or body or any person respectively already or who may hereafter be empowered by statute to take water therefrom or to affect in any way the stipulations and provisions either expressly or in fact contained in the Act of 1896 for the protection or benefit of the said waterworks companies or any of them. A.D. 1899.

(2) Until the said weir at Molesey is certified by the engineer of the conservators to be in a fit state for measuring the flow of water over the same this section shall be read and have effect as if references therein to such weir were references to Bell Weir and Penton Hook Weir and references therein to 190,000,000 gallons were references to 250,000,000 gallons and 285,000,000 gallons respectively.

(3) The powers by this section conferred upon the Company to obtain draw impound and take water in excess of 24,500,000 gallons in any such day as aforesaid shall cease when and so soon as the period limited by section 43 of the Act of 1896 (Time for completion of works) shall have expired or at any earlier date when any of the stored water referred to in section 65 of that Act shall be delivered to the Company.

22.—(1) The water to be obtained drawn impounded or taken by the Company from the River Thames shall be measured or otherwise ascertained at the intake and the Company shall (unless such appliances as herein-after mentioned have already been provided and approved by the conservators) provide at every now existing intake before they commence to obtain draw impound or take any daily excess quantity of water by means thereof suitable appliances to be approved by the conservators for measuring or otherwise ascertaining the quantity of water obtained drawn impounded or taken by the Company by means of such intake and the Company shall maintain in good working order all appliances so provided. As to ascertaining quantities of water taken from Thames and delivered to consumers.

(2) The Company shall in every week make to the conservators a correct return in writing of the total quantity of water obtained drawn impounded or taken by the Company from the River Thames and the total quantity of water obtained drawn impounded or taken by the Company from the River Thames and delivered to consumers in each day of twenty-four hours calculated from midnight to midnight in the week ending at midnight on the Saturday then last past distinguishing in such return the quantity of water obtained drawn impounded or taken at the intake.

(3) The engineer of the conservators shall and any other person from time to time thereunto authorised by the conservators under

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the hand of the chairman or the secretary of the conservators shall at all reasonable times have access to all or any part of the premises of the Company for the purpose of inspecting all or any such appliances and any appliances for measuring the quantity of water obtained drawn impounded or taken by the Company from the River Thames and delivered to consumers and of checking the returns made by the Company and the Company shall give to such engineer or other person all necessary facilities for inspecting and checking as aforesaid.

(4) In case any dispute shall arise between the conservators and the Company with reference to such appliances or to the condition thereof or to the correctness of any return by this section required to be made by the Company the matter shall be referred for determination to the arbitration of an engineer to be appointed by the Board of Trade on the application of either party.

For ascertaining the flow of water over Molesey weir.

**23.**—(1) The flow of water over the said weir at Molesey shall be ascertained by such suitable appliances as shall be provided for that purpose by the conservators and such appliances shall be under the sole control of the conservators and the certificate of the engineer or other officer of the conservators of the quantity of water so ascertained shall be evidence of the flow of water over that weir.

(2) The engineer of the Company and any person from time to time thereunto authorised by the Company under the hand of their secretary shall at all reasonable times have access to the said appliances for the purpose of inspecting the same and the conservators shall give such engineer or other person all necessary facilities for the purpose aforesaid.

(3) In case any dispute shall arise between the Company and the conservators with reference to the suitability or user of any appliances provided by the conservators as aforesaid or as to the accuracy of the certificate aforesaid the same shall be referred for determination to the arbitration of an engineer to be appointed by the Board of Trade on the application of either party.

Water not to be taken from lands acquired under Act.

**24.** Notwithstanding anything in this Act or the Acts herewith incorporated the Company shall not for the purposes of sale take any waters in under or on the lands authorised to be acquired by them under this Act.

Penalty as to taking excess water.

**25.** If the Company on any date calculated as aforesaid shall without the previous consent in writing of the conservators obtain draw impound or take any water from the River Thames after receipt of and contrary to notice from the conservators to stop obtaining drawing impounding or taking water as herein-before



provided or shall obtain draw impound or take any water from the River Thames in excess of the quantity allowed by this Act the Company shall for every such offence forfeit and pay to the conservators a sum of one hundred pounds which may be recovered by the conservators in a summary manner in any court of summary jurisdiction.

26. The Company will contribute and pay to the conservators towards the expenses of the necessary reconstruction or adaptation of Molesey Weir and works in connexion therewith for the purposes aforesaid such proportion of such expenses as the quantity of water which the Company is authorised by this and any other statute to take draw or impound from the River Thames bears to the total quantity of water which the metropolitan water companies are now and which they or any other water company by any statute passed in this session of Parliament may be authorised to take draw or impound from the River Thames excluding the amounts taken drawn or impounded under the Staines Reservoirs Act 1896.

Contributions towards expenses of adapting Molesey Weir.

27.—(1) So long but so long only as the Company take under the powers of this Act any water from the River Thames in excess of 24,500,000 gallons in any day of twenty-four hours calculated as aforesaid the Company shall pay to the conservators on the thirtieth day of June and the thirty-first day of December in each year or within one month thereafter the sums herein-after prescribed and the provisions of sections 293 (Contributions of companies to be first charge on their receipts) and 294 (Payments of companies to be without deduction and free from taxes &c.) of the Thames Conservancy Act 1894 shall mutatis mutandis apply to such half-yearly payments and the moneys payable to the conservators under this Act shall be in addition to and irrespective of any payments to be made to them under any other Act or under an indenture made the twenty-third day of June one thousand eight hundred and fifty-two between the Company and the mayor and commonalty and citizens of the city of London or under an agreement made the twenty-third day of December one thousand eight hundred and eighty-six between the Company and the conservators.

Payments to conservators.

(2) The sums payable half yearly as aforesaid shall be—

- (A) In respect of each half year in which the average daily excess quantity shall not exceed 2,500,000 gallons the sum of two hundred and fifty pounds;
- (B) In respect of each half year in which the average daily excess quantity shall exceed 2,500,000 gallons the sum of five hundred pounds.

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(3) The conservators shall carry to the Upper Navigation Fund constituted by the Thames Conservancy Act 1894 all sums paid to them under this Act.

Saving rights &c. of conservators.

28. Nothing in this Act shall prejudice alter or affect any of the rights powers authorities or privileges of the conservators.

Debenture stock.

29. The Company may for the purposes of this Act and for the general purposes of their undertaking subject to the provisions of Part III. of the Companies Clauses Act 1863 and sections 12 and 13 of the West Middlesex Waterworks Act 1894 raise any additional capital not exceeding in the whole two hundred and fifty thousand pounds by the creation and issue of debenture stock and the Company shall attach to the debenture stock to be created under the powers of this Act interest at such uniform rate as has been pursuant to the provisions of section 4 of the West Middlesex Waterworks Act 1894 attached to debenture stock created under the powers of that Act.

Debenture stock to be redeemable at par after a certain period.

30. All debenture stock created under the powers of this Act shall be issued subject to the condition (to be expressed on the certificate of such stock) that the stock may be redeemed at par by the Company at any time after the expiration of twenty-five years from the date at which it is issued the Company giving six months previous notice to the registered holder of such stock of the intention so to redeem the same.

New debenture stock to be offered by auction or tender.

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

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



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

A.D. 1899.  
Purchase money of stock sold to be paid within three months.

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

Notice to be given as to sale of stock.

**34.** When any stock created under the powers of this Act has been offered for sale by auction or tender and not sold the same shall be offered at the reserved price put upon the same respectively for the purpose of sale by auction or tender to the holders of ordinary shares or ordinary stock in the Company in manner provided by the Companies Clauses Act 1863 with respect to new shares or stock and the provisions of sections 17 to 21 of that Act shall apply accordingly as if the debenture stock were new stock within the meaning of those sections. Provided always that any stock so offered and not accepted within the time prescribed by the said Act shall again be offered for sale by public auction or by tender in the manner and subject to the provisions of this Act with respect to the sale of stock.

Stock not sold to be offered to share or stockholders.

**35.** Any sum of money which shall arise from the issue of any stock by way of premium after deducting therefrom the expenses of and incident to such issue shall not be considered as profits of the Company but shall be expended in extending and improving the works of the Company or in purchasing or redeeming or cancelling debenture stock of the Company and shall not be considered as part of the capital of the Company entitled to dividend.

Application of premiums arising on issue of stock.

**36.** It shall not be lawful for the Company to create and issue any greater nominal amount of stock under the powers of this Act than will be sufficient to produce including any premiums which may be obtained on the sale thereof the sum of two hundred and fifty thousand pounds. Provided always that in the event of such debenture stock or any part thereof being issued at less than par value and resulting in a deficiency in the nominal amount of the additional capital hereby authorised to be raised the Company may issue such additional amount of debenture stock as will make good the deficiency so resulting.

Limit to amount of stock to be created.

**37.** The Company shall not have power to raise the money by this Act authorised to be raised by creating new shares of the

Debenture stock not to be converted

A.D. 1899.  
into share  
capital.

Contribution  
to Chamber-  
lain's sinking  
fund.

Company instead of borrowing or to convert into share capital any debenture stock created under the powers of this Act.

**38.** From and after the expiration of three years from the issue from time to time of any debenture stock under the powers of this Act there shall be carried to a sinking fund in each year such per-centage on such amount of debenture stock and any premiums received thereon as shall be equal to the excess of the average per-centage of the dividend or interest paid for that year on all the capital of the Company whether ordinary stock or debenture stock with any premiums received thereon above the rate of interest at which the debenture stock under this Act was issued together with an additional one per centum per annum added thereto for management. Such sinking fund to be held and applied by the Chamberlain of the City of London as trustee for the purpose of purchasing and holding stock of the Company and of investing the dividends thereon with a view to ultimately extinguishing the capital of the Company or for such other purposes as Parliament may from time to time determine. No stock so purchased and held shall confer any right of voting at any meeting of the Company. Provided that in the event of any debenture stock created under this Act being issued below par the per-centage to be carried to the sinking fund shall in respect of such debenture stock so issued below par be calculated on the amount of money raised by such debenture stock instead of on the nominal amount of such debenture stock. In the event of the undertaking being acquired by a public authority the allowance of one per centum for management shall not be deemed to have increased the capital value of the undertaking or be the subject of compensation or purchase.

Allocation  
of capital.

**39.** The moneys raised under the powers of this Act shall be applicable in not exceeding the under-mentioned respective amounts to the under-mentioned purposes but only so far as such purposes may be of a nature or character to which capital is properly applicable (that is to say) :—

One hundred and fifty thousand pounds for the construction of the conduit main or line of pipes authorised by this Act and the purchase of land and acquisition of easements in connexion therewith ;

Fifty-three thousand pounds for the construction of a service reservoir at Dollis Hill and for the purchase of land in connexion therewith ;

Thirty-two thousand pounds for filter beds :

And any balance may be applied to any of the above purposes or to the general purposes of the undertaking to which capital is properly applicable.



40. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land soil tenements or hereditaments (including the subsoil and under surface of any street road or footway) or any rights of whatsoever nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the previous consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) and as incidental to any such consent as aforesaid the Company may enter into any agreement with the Commissioners of Woods who may with the approval of the Treasury join in every such agreement and the Commissioners of Woods with the like approval and the Company may respectively execute all necessary conveyances leases licences or other deeds of or relating to any land hereditaments or rights belonging to Her Majesty in right of Her Crown and under the management of the Commissioners of Woods and every agreement so entered into as aforesaid shall be performed by the Commissioners of Woods and the Company respectively And nothing in this Act contained shall divert take away prejudice diminish or alter any estate right privilege power or authority now or from time to time vested in or enjoyed or exerciseable by the Queen's Majesty.

A.D. 1899.  
Saving  
rights of  
Crown.

41. Nothing contained in this Act or in any of the Acts incorporated therewith shall authorise the Company to lay or construct any aqueduct or line of pipes across over or under the Queen's river otherwise called the Longford River or to take use or in any manner interfere with the said river or the bed bridges or banks or any part thereof without the consent in writing of the Commissioners or First Commissioner of Her Majesty's Works having first been obtained which consent the Commissioners and First Commissioner are hereby authorised to give upon such terms and subject to such conditions as they or he may think fit.

Saving  
rights of  
Her Ma-  
jesty's Com-  
missioners  
of Works.

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

Provision  
as to general  
Acts.

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

Expenses  
of Act.

A.D. 1899.

The SCHEDULE referred to in the foregoing Act.

PROPERTIES of which a Part only or under which an Easement only is proposed to be taken.

| Urban District or Borough. | Number on deposited Plans. | Description of Property.                        |
|----------------------------|----------------------------|---|
| Hampton - -                | 11                         | Public road and bridge river and river bank.    |
|                            | 11A                        | Footpath and river bank.                        |
|                            | 11B                        | Garden.   |
|                            | 15                         | Private road (Saint James's Road continuation). |
| Teddington - -             | 1                          | Field.  |
|                            | 2                          | Field and occupation road.                      |
|                            | 2A                         | Field and occupation road.                      |
|                            | 3                          | Field occupation road and ditch.                |
| Twickenham - -             | 2                          | Field and occupation road.                      |
|                            | 3                          | Field and occupation road.                      |
|                            | 14A                        | Road.   |
| Heston and Isleworth       | 1                          | Vacant land.                                    |
| Richmond (Surrey) -        | 6                          | Park (Old Deer Park) ditch or drain and road.   |

| Urban District or Borough. | Number on amended Plans. | Description of Property.  |
|----------------------------|--------------------------|---|
| Hampton -                  | 2                        | Road (Station Road North) (Torbay Villas).  |
|                            | 3                        | Private footpath or strip of land.  |
|                            | 4                        | Vacant land.  |
|                            | 5                        | Private road (Milton Road).   |
|                            | 6                        | Garden of Jubilee Almshouses.   |
|                            | 7                        | Public road (New Street or Tudor Road) bridge over railway and approaches and waste land. |
|                            | 8                        | Vacant land.  |
|                            | 9                        | Field (pasture).  |
|                            | 10                       | Garden.   |
|                            | 11                       | Field (pasture).  |
|                            | 12                       | Field (pasture).  |
|                            | 13                       | Field (pasture).  |

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