



ANNO NONO & DECIMO

VICTORIÆ REGINÆ.

Cap. cccxcviii.

An Act to incorporate a Company by the Name of
the Metropolitan Sewage Manure Company.

[26th August 1846.]

WHEREAS it is expedient and desirable to preserve and render available for agricultural Purposes the Drainage that now falls into the River *Thames* from the public Sewers of *London*, *Westminster*, and the Vicinity, and thereby greatly add to the Produce of the Country: And whereas the above Object will be best effected by executing the Works necessary to carry out the same in successive Portions or Sections: And whereas the several Persons herein-after named, together with other Persons, are willing and desirous to carry out the said Objects, limiting their Operations in the first instance to the *King's Scholars Pond* Sewer and the *Ranelagh* Sewer: 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, That the Companies Clauses Consolidation Act, 1845, and the Lands Clauses Consolidation Act, 1845, shall be incorporated with and form Part of this Act, and shall be applicable to the Undertaking hereby authorized.

[*Local.*]

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II. And

8 & 9 Vict.
cc. 16. and
18. incorporated with
this Act.

Short Title.

II. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression "The Metropolitan Sewage Manure Act, 1846."

Incorporation of Company.

III. And be it enacted, That *John Le Cappelain, Edward William Cox, Henry Peter Fuller, William Augustus Guy M.D., Thomas Hodgkin M.D., Charles Jopling, John Martin, Francis Gustavus Paulus Neison, George Henry Pinckard, John Crabb Blair Warren,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes hereinafter mentioned, and for such Purposes shall be incorporated by the Name of "The Metropolitan Sewage Manure Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said recited Acts contained.

Purposes of the Company.

IV. And be it enacted, That the Company shall be established for the Purpose of collecting, impounding, and carrying away the Sewage Water flowing through certain Drains and Sewers under the Jurisdiction and Control of the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, called the *King's Scholars Pond Sewer*, and the *Ranelagh Sewer*, subject as herein-after mentioned and expressed, and of distributing the same for agricultural Purposes, and for constructing, laying down, and maintaining Sewers, Mains, Pipes, Stations, Engines, and other Works and Conveniences for effecting the said Purposes, within the several Parishes, Townships, and extra-parochial or other Places following, or some of them; that is to say, *Saint Margaret Westminster, Saint John the Evangelist Westminster, Saint George Hanover Square, Saint Luke Chelsea, Upper Chelsea, Brompton, Saint Mary Abbots Kensington, the Palace Precincts Kensington, Fulham, Hammer-smith, Chiswick, New Brentford, Hanwell, Ealing, Old Brentford, Isleworth, Hounslow, Heston, Feltham, Bedfont otherwise East Bedfont, Stanwell, Ashford, and Staines*, all in the County of *Middlesex*, and *Egham* in the County of *Surrey*.

Capital.

V. And be it enacted, That One hundred and fifty thousand Pounds shall be the Capital of the Company.

Shares.

VI. And be it enacted, That the Number of Shares into which the said Capital shall be divided shall be Seven thousand five hundred, and the Amount of each Share shall be Twenty Pounds.

Calls.

VII. And be it enacted, That Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at least shall intervene between the making of any Two successive Calls.

Number and Qualification of Directors.

VIII. And be it enacted, That the Number of Directors of the Company shall be Twelve, and the Qualification of a Director shall be

be the Possession by him in his own Right of Twenty Shares at least in the said Undertaking.

IX. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of the Directors, so that the increased Number shall not exceed Fifteen, nor the reduced Number be less than Six. Power to vary the Number of Directors.

X. And be it enacted, That *Edward William Cox, Henry Peter Fuller, William Augustus Guy, Thomas Hodgkin, Charles Jopling, John Le Cappelain, Charles Edward Layard, John Martin, George Henry Pinckard, Francis Sherborn, James Smith (of Deanston), and John Crabb Blair Warren*, Esquires, shall be the first Directors of the Company. First Directors.

XI. And be it enacted, That a Quorum of a Meeting of Directors shall be Five. Quorum of Directors.

XII. And be it enacted, That the Scale according to which the Shareholders may vote in respect of their Shares shall be as follows : Votes of Proprietors.
 For One Share and less than Five Shares, One Vote :
 For Five Shares and less than Ten Shares, Two Votes :
 For Ten Shares and less than Fifteen Shares, Three Votes :
 For Fifteen Shares and less than Twenty Shares, Four Votes :
 For Twenty Shares and less than Twenty-five Shares, Five Votes :
 For Twenty-five Shares and less than Thirty Shares, Six Votes :
 For Thirty Shares and less than Forty Shares, Seven Votes :
 For Forty Shares and less than Fifty Shares, Eight Votes :
 For Fifty Shares and less than Sixty Shares, Nine Votes :
 For Sixty Shares and less than Seventy Shares, Ten Votes :
 For Seventy Shares and less than Eighty Shares, Eleven Votes :
 For Eighty Shares and less than Ninety Shares, Twelve Votes :
 For Ninety Shares and less than One hundred Shares, Thirteen Votes :
 For One hundred Shares and upwards, Fifteen Votes :
 And that no Proprietor shall be entitled to more than Fifteen Votes.

XIII. And be it enacted, That after the whole of the original Capital of the Company shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Sum of Fifty thousand Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Undertaking and the future Calls on the Shareholders of the Company, or to give Bonds in manner prescribed by the said Companies Clauses Consolidation Act, 1845. Power to borrow Money on Mortgage.

XIV. And be it enacted, That it shall be lawful for the Company, for the Purposes of this Act, having in each Instance first obtained the Sanction of the Commissioners of Sewers for the Time being for the Power to open Sewers.
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City and Liberty of *Westminster* and Part of the County of *Middlesex*, in manner herein-after mentioned, to take the Sewage and Drainage from the said Sewers called *King's Scholars Pond Sewer* and *Ranelagh Sewer*, and any Sewers or Drains being Diversions thereof or Substitutions for the same, and all or any of the intermediate Sewers or Drains, and any Sewers or Drains being Diversions thereof or Substitutions for the same, at such Place or Places and in such Manner as shall be deemed proper, and be previously sanctioned by the Order of the said Commissioners, to be made at a Court of Sewers.

Regulating
Mode of
opening
Communica-
tion with
Sewers.

XV. And be it enacted, That no such Order of the Commissioners of Sewers shall be applied for until the Company shall have given and left with the said Commissioners of Sewers for One Calendar Month a Plan, Section, and Specification, showing the Works to be executed, and the Manner in which it is intended to construct the same, and the Mode of providing against Damage or Impediment to the public Sewage; and if in the Judgment of the said Commissioners the drawing off such Sewage and Drainage would not cause or be likely to cause any Annoyance, Injury, or Impediment to the Sewers, or the Lands, Grounds, Houses, and Buildings, or the Owners or Occupiers thereof, within the Limits of the Jurisdiction of the said Commissioners, or cause any extra Expence to the said Commissioners or the District, then it shall be lawful and the said Commissioners are hereby authorized and empowered to sanction the drawing off such Sewage and Drainage at the Place or Places and in the Manner sanctioned as aforesaid, notwithstanding the same may not as heretofore be discharged into the River *Thames*, or the natural Course of such Sewage and Drainage, and then in that Case, and upon such Consent being given (but not previously), the said Company may make and construct all such Works as the Commissioners may approve for the Purposes of drawing off the Sewage and Drainage from such Sewers or Drains as aforesaid, and to affix thereto and lay down in connexion therewith all necessary Pipes, Engines, Pumps, and Conveniences: Provided always, that no such Works shall be done except under the Control and Direction of the said Commissioners of Sewers, and, if so required by such Commissioners, not without such Security against any Expence which may be thrown on them or the District by or in consequence of such Works as such Commissioners shall require, and that if in the doing or performing any Works so sanctioned as aforesaid the said Commissioners shall apprehend any Danger, Injury, Nuisance, or Annoyance to the Sewers or the Neighbourhood, or discover that such Works have been or are improperly done, or are insufficient in any way for the Purpose, or be likely to cause any Impediment or Obstruction to the public Sewers, it shall be lawful for the said Commissioners, by Order, to stop such Works or any of them, so as to compel the due and proper Execution of such Works, or to order any other Works necessary to accomplish the due drawing off such Sewage and Drainage, and the guarding against any Injury, Impediment, or Annoyance to the public Sewers; provided that no Works shall in any way throw any Expence on the said Commissioners, or the District within the Limits of the Jurisdiction of the said Commissioners, and that the said Commissioners are not to be compelled

compelled or compellable to sanction any Works, if in their Judgment the same would be likely to be injurious to the District or the public Sewage, and that, notwithstanding any Works to be made by the Company under the Powers of this Act, the full and entire Jurisdiction, Rights, Powers, and Authorities of the said Commissioners of Sewers shall for all Purposes be and remain in as full Force over the said *King's Scholars Pond* Sewer and the *Ranelagh* Sewer, and all other Sewers and Drains, as such Jurisdiction and Powers existed before the passing of this Act, and that nothing shall prevent the Power of the Commissioners of Sewers to divert, alter, or in any way whatever to improve the *King's Scholars Pond* Sewer, the *Ranelagh* Sewer, or any other Sewer, Drain, or Watercourse, or to substitute any Sewer or Sewers for the *King's Scholars Pond* Sewer and the *Ranelagh* Sewer, or any other Sewer or Drain, in any other Direction than as at present, at any Time, although the Works of the Company shall have been completed.

XVI. And be it enacted, That it shall be lawful for the Company to enter into or upon any Lands and other Places mentioned in the Plan and Book of Reference describing the said intended Works, and deposited with the Clerks of the Peace of the Counties of *Middlesex* and *Surrey* respectively, on or before the Thirtieth Day of *November* last, and to take Levels of the same, and to set out such Parts thereof as they shall think necessary for the Works hereby authorized to be made, and to dig and break up the Soil of such Lands, Waters, and Places, and to trench and sough the same, and to remove or use all Soil, Stone, Mines, Minerals, Trees, or other Things dug or gotten out of the same, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Satisfaction in manner herein mentioned to all Parties interested in any Lands used for the Purposes of this Act, or which may be injured by the Execution of the Powers hereby granted, and upon, in, and through such Lands to construct and lay down Sewers, Mains, Pipes, Stations, Engines, and other Works necessary for the Purposes of this Act: Provided always, that it shall not be lawful for the Company to enter into or use any Land for the Purposes of this Act without having paid or tendered Payment for the same in manner herein mentioned, except for the Purpose of setting out the Works by this Act authorized to be made, or setting out and taking Levels of such Parts of the said Land as the Company shall intend to take or use for the Purposes of this Act: Provided also, that nothing in this Act contained shall authorize the Company to construct any of the Works defined upon the said Plans in the Parish of *Egham*, nor to lay down the Main defined upon the said Plan within the said Parishes of *Feltham*, *Bedfont* otherwise *East Bedfont*, *Stanwell*, *Ashford*, and *Staines*, nor to lay down the Main defined upon the said Plan between the proposed Station of the Company as defined thereon and the Bridge in the *Hammersmith* Road over the *West London* Railway: Provided always, that in lieu of so much of the proposed Main as is defined upon the said Plan between the said proposed Station and the said Bridge in the *Hammersmith* Road it shall be lawful for the Company, with the Consent of the several Parties interested in

Power to enter Lands and construct Works.

[*Local.*]

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the Lands and Property which may be required for the Purpose, but not otherwise, to lay down a Main for the Conveyance of the said Sewage Water along the Banks or Bed of the River *Thames* between the said intended Station and the Point in the Parish of *Fulham* at which the proposed Extension of the *West London* Railway is intended to terminate, and thence along the Line of the *West London* Railway to the Bridge across the same in the *Hammersmith* Road herein-before mentioned; and that nothing herein contained shall authorize the Company to interfere with any Sewers within the Limits of the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, without the previous Sanction of a Court of Sewers.

Company not to deviate beyond the Limits marked on the Plan.

XVII. And be it enacted, That the Company in making the said Works shall not deviate to any greater Distance than the Limits of Deviation marked on the said Plan, nor into the Lands of any Person not mentioned in the said Book of Reference, without his previous Consent in Writing, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner provided by the said Lands Clauses Consolidation Act, 1845: Provided always, that the Company shall not deviate Eastward of the Line drawn across the Land or Ground adjoining the River *Thames*, and marked 1^a on the said Plan.

Not to open Vauxhall Bridge Road without Consent.

XVIII. And be it enacted, That nothing in this Act contained shall extend to or be construed to extend to authorize the Company to open or break up the *Vauxhall Bridge Road*, or any Part thereof, without the previous Licence and Consent in Writing of the *Vauxhall Bridge* Company, any thing herein contained to the contrary notwithstanding.

Power to break up Streets and open Drains for the Purposes of this Act.

XIX. And be it enacted, That for the Purpose of supplying Sewage to the Lands within the Limits of this Act it shall be lawful for the Company and they are hereby empowered to open and break up the Soil, Pavement, and Surface in and of the several Highways, Footways, Turnpike Roads, and Streets within the said Limits, and also any Sewers or Drains therein, and to lay and place within such Limits Pipes, Conduits, Service Pipes, and other Apparatus and Conveniences, and to do all other Acts which the Company shall from Time to Time deem necessary for supplying Sewage to the Lands within the said Limits, according to the true Intent and Meaning of this Act, and also from Time to Time to open and break up such Soil, Pavement, Sewers, and Drains, for the Purpose of repairing, altering, or removing any such Pipes, Conduits, Apparatus, or Conveniences, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation for any wilful Damage which may be done in the Exercise of such Powers: Provided nevertheless, that nothing herein contained shall authorize the opening or breaking up of any Sewer within the Limits of the aforesaid Commissioners of Sewers, without the Consent of the said Commissioners signified by an Order of Court; and that

no such opening or breaking up shall be made except under the Direction of the said Commissioners of Sewers, and that such breaking up or opening of such other Works as may be rendered necessary thereby shall be done as the said Commissioners shall direct, at the Expence of the Company.

XX. And be it enacted, That before any Highway, Street, Sewer, or Drain shall be opened or broken up by the Company they shall give to the Persons under whose Control or Management such Highway, Street, Sewer, or Drain may be their Intention to open or break up the same Two Days before the Commencement of such Operation.

Notice to be served before breaking up Streets or Drains.

XXI. And be it enacted, That every such Highway, Street, Sewer, or Drain shall be opened or broken up under the Superintendence of the Persons having the Control or Management of the same, or their Officer, and according to such Plan as shall be agreed upon between such Persons or their Officer and the Company, or in case of any Difference respecting such Plan then according to such Plan as shall be determined by a Justice; and such Justice is hereby required, on the Application of the Company, to determine the Plan according to which such Highway, Street, Sewer, or Drain shall be opened or broken up, provided that Three Days Notice of the Time and Place at which such Determination is to be made shall be proved to have been served on the Person having the Control or Management of the Highway, Street, Sewer, or Drain proposed to be broken up: Provided always, that if the Person having such Control or Management as aforesaid shall neglect or refuse to superintend the opening of any such Highway, Street, Sewer, or Drain, after having had Notice of the Company's Intention as aforesaid, or shall not propose any Plan for breaking up or opening the same, the Company may perform the Work specified in such Notice without the Superintendence of such Person; provided that nothing in this Act contained shall extend to enable any Justice to interfere with any Sewers within the Limits of the Jurisdiction of the said Commissioners of Sewers, but with respect to any such Sewers all the Powers and Authorities of the said Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex* shall remain in as full Force as if this Act had not passed.

Streets or Drains to be broken up under Superintendence of Persons having Control of the same.

Persons having Control neglecting to superintend, Company may perform the Work without.

XXII. And be it enacted, That when the Pavement or Soil of any Highway or Street, or any Sewer or Drain, shall be opened or broken up by the Company, they shall with all convenient Speed complete the Work on account of which the same shall be broken up, (and fill in the Ground, and make good, and for Three Months then next following, maintain and repair, the Pavement or Soil, or the Sewer or Drain, so opened or broken up,) such Sewer or Drain to be maintained and repaired to the Satisfaction of the said Commissioners of Sewers, and forthwith carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Soil shall be so opened or broken up to be fenced and guarded, and set up and maintain

Streets, &c. broken up to be reinstated without Delay.

maintain upon or against the Part of the said Pavement or Soil so broken up or opened a sufficient Light every Night during which such Pavement or Soil shall be continued open or broken up.

Penalty for
Delay in
reinstating
Streets, &c.

XXIII. And be it enacted, That if the Company shall open or break up any Highway or Street, or any Sewer or Drain, without giving such Notice as aforesaid, or shall break up any Highway or Street, or any Sewer or Drain, in any other Mannner than such as shall be agreed on or determined as aforesaid, except in the Cases in which the Company are hereby authorized to perform such Works without any Superintendence or Notice, or if the Company shall make any Delay in completing any such Work, or in filling in the Ground, or making good the Pavement or Surface, or the Sewer or Drain, so opened or broken up, or in carrying away the Rubbish so occasioned as aforesaid, or in causing to be fenced, guarded, or lighted the Place where such Pavement or Surface shall have been broken up, they shall forfeit a Sum not exceeding Five Pounds for every such Offence, and they shall forfeit an additional Sum of Forty Shillings for each Day any such Delay as aforesaid shall continue after the Expiration of Twenty-four Hours from the Time such Delay shall have commenced, and be otherwise liable to the Laws in force concerning any Interference with Sewers.

In case of
Delay other
Parties may
reinstale, and
recover
Expences.

XXIV. And be it enacted, That if any such Delay as aforesaid shall take place, or if the Company shall neglect to maintain in repair the Pavement or Soil as aforesaid, it shall be lawful for the Persons having the Control or Management of the Highway, Street, Sewer, or Drain in respect of which such Delay or Neglect shall take place to cause the Matter or Thing so delayed or neglected to be done, and the Expences of doing the same together with the Costs of recovering such Expences, shall be recovered from the Company in the same Manner as any Damages for the Recovery of which no special Provision is made by this Act are hereby directed to be recovered, and the Money so recovered shall be applied by the Persons having the Control or Management of the Highway, Street, Sewer, or Drain, for the Purpose of the same.

As to Inter-
ference with
County
Bridges.

XXV. Provided always, and be it enacted, That from Time to Time before the Company shall proceed to dig or open or break up the Soil, Pavement, or Surface of any Bridge, or of any Road over or at the End of any Bridge, or of any other Highway or Street, to the Repair of which the Inhabitants of the County of *Middlesex* are or shall be liable, or before the Company shall proceed to execute any Works hereby authorized to be made, the Execution of which may damage, injure, or affect any such Bridge, Road, or Highway, or Street as aforesaid, the Engineer of the Company shall give Two Calendar Months Notice in Writing to the Surveyor of County Bridges of the said County of *Middlesex* for the Time being, and shall also therewith deliver to such Surveyor a Plan and Specification, showing the Works proposed to be executed, and the Manner in which it is intended to construct the same; and
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if such Surveyor shall disapprove of any such Plan and Specification, or any Part thereof, he shall within the Space of Two Calendar Months next after the Receipt thereof signify in Writing to the Engineer of the Company his Objections thereto; and if such Surveyor and Engineer respectively cannot agree within Two Weeks after the Statement of such Objections shall have been delivered to such Engineer as to the Nature, Mode, and Extent of such Works, or any of them, then the Matter in dispute shall be determined by the First Commissioner of Her Majesty's Woods and Forests, or such Person as he may appoint; and all Expences attending such Proceedings as aforesaid shall be defrayed by the Company: Provided nevertheless, that if the said Surveyor shall neglect for the Space of Two Calendar Months after Receipt of such Plan and Specification as aforesaid to signify his Objections thereto in manner aforesaid, then it shall be lawful for the Engineer of the said Company, after the Expiration of the said Two Calendar Months, to construct such Works according to such Plan and Specification.

XXVI. And be it enacted, That it shall not be lawful for the Company to break open any of the Roads or Highways under the Charge of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, or any Footpaths by the Side of the same Roads or Highways, between the Thirtieth Day of *November* and the First Day of *March* following, nor at any Time to break or keep open any of the same Roads, Highways, or Footpaths for a greater Length than One hundred Yards at One Time upon any One of the Districts into which the same Roads or Highways are divided, nor to break or keep open or in any way obstruct the said Roads, Highways, or Footpaths for a Breadth which shall not leave a clear and unobstructed Breadth of Carriageway of at least Twenty Feet along the whole Line of such Opening, and that all Sewers, Mains, Pipes, and Conduits which shall be laid or placed by the Company under the same Roads, Highways, or Footpaths, or any of them, shall be laid and placed under such Part or Parts of the same Roads, Highways, or Footpaths, or under any and such Part of any Waste Grounds adjoining the same, as shall be directed by the General Surveyor of the said Commissioners of the Metropolis Turnpike Roads, and shall be so laid and placed as that the upper Surface of the said Sewers, Mains, Pipes, and Conduits shall be not less than Eighteen Inches below the usual Surface of the Road, Highway, Footpath, or Waste Ground over the same: Provided nevertheless, that nothing herein contained shall extend to prevent the said Company from taking between the Periods aforesaid, but subject to the other Provisions herein contained for the Protection of the same Roads, Highways, and Footpaths, such necessary Measures as may be approved of by the General Surveyor of the said Commissioners for repairing any Damage which may have arisen or been occasioned to any of the said Mains or Pipes.

Regulating
the opening
and laying
down Pipes
under the
Metropolis
Turnpike
Roads.

XXVII. And be it enacted, That it shall not be lawful for the Company to make or set up any Stations, Tanks, Engines, Pumps,
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Sewage
Water not to
be distri-
buted on the
or

Metropolis
Turnpike
Roads, or
within One
hundred
Feet of the
Centre
thereof.

or other similar Works, or to have any Place for delivering or distributing, or to deliver or distribute, or permit to be delivered, distributed, or taken, the said Sewage Water upon the said Roads or Highways under the Charge of the said Metropolis Roads Commissioners, or upon any Footpaths by the Side of the same Roads or Highways, or within One hundred Feet of the Centre of any of such Roads or Highways, and that no Sewer, Mains, Pipe, or Conduit shall be made to terminate or to have any Outlet for the Discharge of the said Sewage Water under the same Roads, Highways, or Footpaths, or within One hundred Feet of the Centre of any of such Roads or Highways, except, in case of Accident, and until the same shall be repaired, such temporary Contrivances for disposing of Sewage Water which would otherwise escape as may be previously approved of or required by the general Surveyor for the Time being of the said Commissioners.

Regulating
the Restora-
tion of the
Metropolis
Turnpike
Roads.

XXVIII. And be it enacted, That whenever the Company shall have broken open any of the Roads or Highways under the Charge of the said Commissioners of the Metropolis Turnpike Roads, or any Footpaths or Waste Ground by the Side thereof, the Company shall make good so much of the same Roads, Highways, Footpaths, and Waste Ground as shall have been so broken open, by carefully replacing the Materials forming the same respectively, and sifting, sorting, and ramming such Materials to the Satisfaction of the General Surveyor of the said Commissioners, or of such Person as he shall appoint to superintend the making good of the same Roads, Highways, Footpaths, and Waste Grounds, and for the further Labour and Materials which may be necessary for consolidating the same, shall (in lieu of maintaining and repairing the same for Three Months) pay to the said Commissioners of the Metropolis Turnpike Roads the Sums following; (that is to say,) for every superficial Yard of Granite Road broken open, One Shilling; for every superficial Yard of Flint or Gravel Road broken open, Sixpence; for every superficial Yard of Footpath broken open, Three-pence; and for every superficial Yard of Waste Ground broken open, One Penny Halfpenny; and shall replace and restore or renew and make good all Flag Pavements, paved Water Channels, Curbstones, Drains, Sewer, Sewer Grates, Pipes, and all other Matters and Things belonging to the same Commissioners, or used or required for the said Roads, Highways, or Footpaths, or the Maintenance and Drainage thereof.

Materials of
the Metro-
polis Turn-
pike Roads
to be de-
posited and
disposed of
as required
by the Gene-
ral Surveyor.

XXIX. And be it enacted, That on breaking open any of the Roads or Highways under the Charge of the said Commissioners of the Metropolis Turnpike Roads, or any of the Footpaths or Waste Ground by the Side thereof, the Company shall deposit all the Earth, Gravel, Stone, and Materials raised and taken out by them in such Place or Places as shall be appointed by the General Surveyor of the said Commissioners, or such other Person as shall be appointed by him to superintend the Works of the Company, and shall, if required, separate and set apart, according to the Directions of the said General Surveyor, or such other Person as aforesaid, the Materials to be used

in filling up and making good the said Roads, Highways, Footpaths, and Waste Ground, and of the Earth, Gravel, Stone, and Materials which shall not be to be so used shall set apart for the Use of the same Commissioners so much as shall be required by the said General Surveyor, or such other Person as aforesaid, and shall cart or carry away from off the said Roads, Highways, Footpaths, and Waste Ground so much as shall not be required as aforesaid, within Twenty-four Hours after the same shall be raised and taken out as aforesaid; and if the Company shall carry away, use, or dispose of any of the Earth, Gravel, Stone, and Materials required to be set apart for the Use of the said Commissioners, they shall for every such Offence be liable to a Penalty not exceeding Five Pounds, over and above the Value of the Earth, Gravel, Stone, and Materials so carried away, which may be recovered by the said Commissioners by an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

XXX. And be it enacted, That all Works, Matters, and Things to be done by the Company, under any of the Provisions herein-before contained, for the Protection of the said Roads or Highways under the Charge of the said Commissioners of the Metropolis Turnpike Roads, and the Footpaths and Waste Ground at the Side thereof, shall be done at the Expence of the Company; and in default of the Company doing the same the said Works, Matters, and Things may be done by or under the Direction of the same Commissioners or their General Surveyor; and the Expences of doing the same shall be paid by the Company to the said Commissioners within Ten Days after an Account thereof shall have been rendered, and the said Expences demanded, by Writing under the Hands of the said Commissioners, or some of them, delivered at one of the principal Offices of the Company.

Works in the Metropolis Turnpike Roads to be at the Expence of the Company.

XXXI. And be it enacted, That whenever and so often as the Company or any Person or Persons employed by the Company shall neglect or fail to observe and comply with the Provisions herein-before contained in respect of the said Roads or Highways under the Charge of the said Commissioners of the Metropolis Turnpike Roads, or the Footpaths or Waste Ground on the Side thereof, or in any way relating thereto, it shall be lawful for the General Surveyor of the said Commissioners to give or leave Notice in Writing to or for the Secretary or other Officer of the Company, at any principal Office of the Company, to discontinue all or any Works or Work of the Company then in progress on the said Roads, Highways, Footpaths, or Waste Ground; and upon such Notice being given or left as aforesaid all the Powers and Authorities of the Company under this or any of the said recited Acts shall cease, and be suspended, null, and void, as regards the Execution of any Works upon or under the said Roads, Highways, Footpaths, or Waste Ground, until the said General Surveyor shall by Writing under his Hand permit the said Works to proceed.

Power to Metropolis Roads Commissioners to discontinue Works.

XXXII. And

Provisions of Turnpike Acts regulating Commissioners of Sewers and Water Companies to apply to this Company.

XXXII. And be it enacted, That all the Penalties, Provisions, Articles, Clauses, Matters, and Things imposed, enacted, and contained in the several Acts of Parliament under which the said Roads or Highways under the Charge of the said Commissioners of the Metropolis Turnpike Roads, or the Footpaths at the Side thereof, are put under the Charge of the same Commissioners, or under which the said Roads, Highways, or Footpaths are maintained and managed, relating to the Interference with any such Roads, Highways, or Footpaths, by any Commissioners of Sewers, Water Companies, or other Companies, shall, except so far as the same are expressly altered, repealed, or otherwise provided for by this Act, apply to the Company in all respects as fully as if the Company had been named in such several Acts or in any of them, and been made liable to the same Penalties, Provisions, Articles, Clauses, Matters, and Things.

Penalty on Company watering Roads, &c. with Sewage Water.

XXXIII. And be it enacted, That, notwithstanding any thing in this Act contained, it shall not be lawful for the Company, their Successors or Assigns, or any other Person, to water any Highway, Turnpike Road, or public Thoroughfare with any Sewage Water, Soil, Manure, or other Liquid or Matter from the Mains or Pipes or Works of the Company, their Successors or Assigns; and that if the Company, their Successors or Assigns, or any other Person, shall water any Highway, Turnpike Road, or public Thoroughfare as aforesaid, they or he so offending shall forfeit the Sum of Fifty Pounds for every such Offence for every Day in or during which the same shall continue or be repeated, which Sum shall, whenever such Offence shall take place or happen within or within Two Miles of any Street wherein any Main or Pipe belonging to or used by the Governor and Company of *Chelsea* Waterworks is or may be laid down, shall belong and be paid to the said Governor and Company, to be recovered, with full Costs of Suit, by Action of Debt or on the Case.

Company not to interfere with the Property of the *Chelsea* Waterworks Company, without their Consent.

XXXIV. And be it enacted, That, notwithstanding any thing in this Act contained, it shall not be lawful to or for the Company, their Successors or Assigns, or any Person acting by or under their Authority, or any Person who may hereafter use the Pipes, Mains, or Works laid down or set up by or by the Authority of the Company, to lay down any Pipes or Mains, or construct any Works, under, through, over, or upon any Reservoirs, Filter Beds, Land Conduit Pipes, Drains, or Tanks belonging to or in the Occupation of the Governor and Company of *Chelsea* Waterworks, or to enter upon, break up, open, or disturb any Land belonging to or in the Occupation of the said Governor and Company, or to touch, remove, or alter or in any Manner interfere with any Drains or Conduit Pipes belonging to or laid down by, or which may hereafter belong to or be laid down by, the said Governor and Company, without the Consent in Writing of the said Governor and Company in every Instance for that Purpose first had and obtained: Provided always, that, notwithstanding any thing in this Act contained, it shall be lawful for the Company to lay down

down their Main over or under the Conduit Pipe belonging to the said Governor and Company of *Chelsea Waterworks* which projects into the River *Thames*; but before proceeding to lay down such Main as last aforesaid the Engineer of the Company shall give One Month's Notice in Writing to the Engineer of the said Governor and Company of *Chelsea Waterworks*, and shall also therewith deliver to such Engineer a Plan and Specification, showing the Works proposed to be executed, and the Manner in which it is intended to construct the same; and if such Engineer shall disapprove of such Plan and Specification, or any Part thereof, he shall within Twenty-one Days after the Receipt thereof signify in Writing to the Engineer of the Company his Objections thereto; and if such Two Engineers respectively cannot agree within Two Weeks after the Statement of such Objections shall have been delivered to the Engineer of the Company, as to the Nature, Mode, and Extent of such Works, then the Matter in dispute shall be determined by the President for the Time being of the Institution of Civil Engineers; and all Expences attending such Proceedings as aforesaid shall be in the Discretion of the said President: Provided also, that if the said Engineer of the Governor and Company of *Chelsea Waterworks* shall neglect for the Space of Twenty-one Days after the Receipt of such Plan and Specification as aforesaid to signify his Objections thereto, then it shall be lawful for the Engineer of the Company to construct such Works according to such Plan and Specification.

XXXV. And be it enacted, That, notwithstanding any thing in this Act contained, it shall not be lawful to or for the Company, their Successors or Assigns, or any Person acting by or under their Authority, to use their Pipes, Mains, or Works, or to or for any other Person who may hereafter use the Pipes, Mains, or Works laid down or set up by or by the Authority of the Company, to use such Pipes, Mains, or Works for conveying Water, or to supply Water, other than Sewage Water, by any Means whatsoever, for any public or private Purpose whatsoever, other than for strictly agricultural Purposes.

Nothing to authorize Company to supply Water.

XXXVI. And be it enacted, That if the Company, their Successors or Assigns, or any Person authorized by them, shall, by means of their Mains, Pipes, or Works, or otherwise, or if any other Person who may hereafter use the Mains, Pipes, or Works laid down or set up by or by the Authority of the Company shall, by means of such Mains, Pipes, or Works, or otherwise, supply Water, other than for strictly agricultural Purposes, or enable any Person to supply the same to any Company or Companies, local Commissioners, Parish or Parishes, or to any House or other Building, or to any Tank, Pond, Cistern, or other Receptacle for Water, or any Plug, Pump, or other Apparatus for drawing or supplying Water within any Street, the Company hereby established, their Successors or Assigns, if so offending, shall, or the Person who may use such Mains, Pipes, or Works, if so offending, shall forfeit and pay to the Water Company or Person who may have any Main for the Supply of Water laid down in such Street, if they or he shall think fit to sue for the same, in respect of

Penalty for supplying Water.

[Local.]

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every

every Supply to any Company or Companies, local Commissioners, Parish or Parishes, and in respect of every House, Building, Tank, Pond, Cistern, Plug, Pump, or other Receptacle or Apparatus, so supplied, the Sum of One hundred Pounds for each and every Day during which or any Part of which any such Water shall be so supplied, to be recovered, with full Costs of Suit, by Action of Debt or on the Case.

Penalty for corrupting Water within the Limits of this Act.

XXXVII. And be it enacted, That if the Company, or any Person supplied by the Company, or any Person for the Time being using any of the Works, Mains, or Pipes laid down or set up by or by the Authority of the Company, shall at any Time cause or suffer to be conveyed, or to flow, soak, or leak into any Spring, Stream, Reservoir, Aqueduct, Conduit, Tank, Pond, or Place for Water belonging to or supplied by the said Governor and Company of *Chelsea Waterworks*, or belonging to any other Water Company or Person, or into any Drain, Sewer, or Ditch communicating therewith, any Sewage Water, Soil, or refuse Matter, or any Washings, Substance, or Thing used in compounding Sewage or Manure, or in disinfecting or purifying Sewage Water, or any other offensive Matter, or any Gas or impure Air, or shall do or permit or suffer to be done any Act to the Water contained in any such Spring, Stream, Reservoir, Aqueduct, Conduit, Tank, Pond, or Place for Water, whereby the Water therein shall be fouled or corrupted, then the Company or the Person so offending shall forfeit for every such Offence the Sum of Three hundred Pounds.

Penalty to be sued for within Twelve Months.

XXXVIII. And be it enacted, That the said Penalty of Three hundred Pounds shall be recovered, with full Costs of Suit, in any of the Superior Courts, by Action of Debt or on the Case, by the Company or Person into whose Water such Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, shall be caused or suffered to be conveyed, or shall flow, soak, or leak as aforesaid, or whose Water shall be fouled or corrupted thereby: Provided always, that the said Penalty shall not be recoverable unless the same be sued for within Twelve Months after the Offence in respect of which such Penalty shall have been incurred shall have ceased.

Daily Penalty for Continuance of the Offence.

XXXIX. And be it enacted, That in addition to the said Penalty of Three hundred Pounds (and whether such Penalty shall have been recovered or not) the Company or the Person so offending shall forfeit the Sum of Fifty Pounds (to be recovered in the like Manner) for each Day such Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, shall be caused or suffered to be conveyed, or shall flow, soak, or leak as aforesaid, or the Act by which such Water as aforesaid shall be fouled or corrupted shall continue after the Expiration of Twenty-four Hours from the Time at which Notice of the Offence shall have been served on the Company, or left at their Office or usual or last known Place of transacting Business, or served on the Person so offending, or his or her

her Servant or Agent, or left at his or her last known Place of Abode, by the said Company or Person into whose Water such Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, shall be caused or suffered to be conveyed, or shall flow, soak, or leak as aforesaid, or whose Water shall be fouled or corrupted thereby, and such Penalty shall be paid to such last-mentioned Company or Person.

XL. And be it enacted, That whenever any Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, shall escape from any Pipe, or Main, Conduit, or other Works, which are now or shall be hereafter laid down or set up by the Company, or by any Person under their Authority, the Company shall, immediately after receiving Notice in Writing of any such Escape of Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, prevent the same from escaping; and in case they or he shall not within Twenty-four Hours next after Service of such Notice effectually prevent the Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other Offence, Matter, Gas, or impure Air, from escaping, and wholly remove the Cause of Complaint, then they or he shall for every such Offence forfeit the Sum of Twenty Pounds for each Day after the Expiration of Twenty-four Hours from the Service of such Notice during which or any Part of which the Sewage Water, Soil, Washings, Substance, or Things as aforesaid, or other offensive Matter, shall be suffered to escape.

Penalty for
Escape of
Sewage.

XLI. And be it enacted, That every Pipe belonging to the Company for the Conveyance of Sewage within the Limits of this Act shall be laid at the greatest practical Distance; and if the Width of Carriageway will admit thereof at the Distance of Four Feet at least, and in no Case nearer than Six Inches from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water within the Limits of this Act, except where it shall be necessary to lay the Sewage Pipe across any Water Pipe, in which Case such Sewage Pipe shall be laid at the greatest practicable Distance therefrom, but in no Case nearer than Two Inches, and not to cross at a Socket, and shall form therewith a Right Angle, or as nearly so as practicable; and such Sewage Pipe shall, if the same shall be of less Diameter than Three Inches, be Eight Feet in Length, and be so laid down that no Joint of such Sewage Pipe shall be nearer to any Part of the Water Pipe than Three Feet; and if such Sewage Pipe shall be of the Diameter of Three Inches or more, then the same shall be at least Nine Feet in Length, and shall be so laid down that no Joint of such Sewage Pipe shall be nearer to any Part of the Water Pipe than Four Feet.

Position of
Sewage
Pipes with
respect to
Water Pipes.

XLII. And be it enacted, That in laying down any Sewage Pipes of the Company in any Street no Two of such Sewage Pipes shall be joined together previously to their being laid in the Trench, but each Pipe shall be laid as near as may be in its Place in the Trench,

Manner
of laying
Sewage
Pipes.

Trench, and the Jointing with the other Pipes to be added thereto shall be made after the Pipes shall be so laid in the Trench with proper Materials; and every such Pipe, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, shall be made and kept airtight, so that in every respect the Sewage or Sewage Water, or any Effluvia, Gas, or impure Air therefrom, shall be prevented from escaping therefrom.

Penalty for laying Pipes contrary to this Act.

XLIII. And be it enacted, That if any Sewage Pipe shall be laid down, formed, or jointed contrary to any of the Provisions herein contained, the Company shall forfeit for every such Offence the Sum of Ten Pounds, and after Conviction for any such Offence shall forfeit the Sum of Five Pounds for every Day such Offence shall continue after Conviction.

Penalty on Company if Water contaminated.

XLIV. And be it enacted, That whenever any Water shall be contaminated by any such Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or any other offensive Matter, Gas, or impure Air belonging to or manufactured by the Company, or conveyed by the Company, or in and through any Pipes laid down by the Company, or by any Person under their Authority, or evolved or produced by or by reason or in consequence of any of the Operations of the Company or such Person as aforesaid, the Company shall forfeit for every such Offence the Sum of Fifty Pounds to the said Governor and Company of *Chelsea* Waterworks, if such Water belongs to or is supplied by them, or otherwise to or for the Benefit of the Water Company or Person supplying or using such Water, such Penalty to be sued for and recovered, with full Costs of Suit, by Action of Debt or on the Case.

Daily Penalty during the Continuance of Contamination.

XLV. And be it enacted, That if the Company shall not within Twenty-four Hours next after Notice in Writing from any Person interested in or using such Water, to be left at the usual or last known Office or Place of transacting Business of the Company, of any Water being contaminated or affected, effectually prevent the Sewage Water, Soil, Washings, Substance, or Thing as aforesaid, or other offensive Matter, Gas, or impure Air, from contaminating or affecting such Water, then and in every such Case the Company shall, over and above the before-mentioned Penalty of Fifty Pounds, forfeit for every such Offence to the said Governor and Company of *Chelsea* Waterworks, if the Water so contaminated or affected belongs to or is supplied by them, or otherwise to the Company or Person supplying or using such Water, the Sum of Twenty Pounds for each Day during which the said Water shall remain contaminated or affected after the Expiration of Twenty-four Hours from the Service of such Notice, to be recovered, with full Costs of Suit, by Action of Debt or on the Case.

Power to examine Sewage Pipes, &c.

XLVI. And whereas it may become a Question upon any such Complaint as aforesaid whether the said Water be contaminated or affected

affected by the Sewage or otherwise by reason of the Operations or Neglect of the Company; be it therefore enacted, That it shall be lawful for the said Governor and Company of *Chelsea* Waterworks, or other Company or Person to whom the Water supposed to be contaminated or affected may belong, or their Surveyor or other Person authorized or employed by them respectively, to dig and examine the Sewers, Mains, Pipes, and Works of the Company hereby established, for the Purpose of ascertaining whether the said Water has been contaminated or affected by the Sewage or otherwise by reason of the Operations or Neglect of the Company: Provided always, that before proceeding to dig and examine Twelve Hours Notice shall be given to the Company of the Time at which such Digging and Examination are intended to take place, every such Notice being given not later than Ten o'Clock in the Morning.

XLVII. And be it enacted, That if upon such Examination it shall appear that such Water has been contaminated or affected by the Sewage or otherwise by reason of the Operations or Neglect of the Company, the Expences of the Digging, Examination, and Repair of the Street or Place which shall be disturbed in any such Examination shall be paid by the Company; but if upon such Examination it shall appear that the Water has not been contaminated or affected by the Sewage, or by reason of the Operations or Neglect of the Company, then the said Governor and Company of *Chelsea* Waterworks, or other Company or Person causing such Examination to be made, shall pay all the Expences of such Examination, and repair and also make good to the Company any Injury which may be occasioned to the Works of the Company by such Examination.

Expences of Examination to abide the Result.

XLVIII. And be it enacted, That the Amount of the Expences of every such Examination and Repair, and of any Injury done to the said Company, shall, in case of any Dispute about the same, together with the Costs of ascertaining and recovering the same, be ascertained and recovered in the same Manner as any Damages for the ascertaining and Recovery of which no special Provision is made by this Act are by this Act directed to be ascertained and recovered.

Recovery of Damages and Expences.

XLIX. Provided always, and be it enacted, That no Penalty or Forfeiture imposed by this Act for or in respect of any Act or Default of the Company shall be cumulative on any Penalty or Forfeiture imposed for or in respect of the same Act or Default by any other Act of Parliament, but it shall be lawful for any Person entitled to proceed for any such Penalty or Forfeiture to elect to proceed under such last-mentioned Act or this Act.

Penalties imposed by this Act not cumulative.

L. Provided always, and be it enacted, That nothing in this Act contained shall prevent the Company, or any Person on whom any Penalty is imposed by this Act, or any Officer or Servant acting by or under its or his Authority, from or exempt them or him from any Liability to an Indictment for any Nuisance, or any other legal Proceeding

Liability of Company to be indicted for a Nuisance.

ceeding to which they or he may or but for this Act would be liable in or in consequence of carrying into operation the Purposes of this Act or otherwise.

Pipes of the Company to be taken up in certain Events.

LI. And be it enacted, That if the Company, their Successors or Assigns, shall at any Time for a Period of Twelve Calendar Months cease to supply Sewage Water according to the true Intent and Meaning of this Act, or if they shall use their Mains or Pipes or any of them at any Time for any other Purpose than for the Purpose of having Sewage Water, or Water for strictly agricultural Purposes, transmitted in and through them, according to the true Intent and Meaning of this Act, then, and whenever the same shall happen, the Company or other the Person owning or using the Mains or Pipes ceasing to be used for supplying Sewage Water as aforesaid, or being used for any other Purpose than as aforesaid, shall and they and he are and is hereby authorized and required forthwith to enter upon, and to dig, open, and break up the Soil of the Roads, Lands, and Places wherein any Mains or Pipes may have been laid down, either under the Authority or within the Limits of this Act, so and in such Manner as to enable them and him, and they and he are and is hereby required, to take up, remove, and take away the same Mains and Pipes, they and he doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation for any wilful Damage which may be done in the Exercise of such Powers; and that if they or he shall not, whenever and as often as the same shall happen, take up, remove, and take away the said Mains and Pipes, then they or he shall forfeit and pay the Sum of One hundred Pounds for every Day during which such Mains or Pipes, or any of them, or any Part thereof, shall not be so taken up, removed, and taken away as aforesaid, that shall elapse after the Expiration of Six Calendar Months from the Day when such Period of Twelve Calendar Months wherein the Company, their Successors or Assigns, shall have ceased to supply Sewage Water as aforesaid shall have been complete, or after the Expiration of Six Calendar Months from the Day wherein their Mains or Pipes shall be used for any other Purpose than as aforesaid, as the Case may be.

Imposition of Penalties not to prevent other Proceedings being taken.

LII. Provided always, and be it enacted, That where in this Act any Penalty or Penalties is or are imposed for any Act or Default of the Company or of any other Person it shall not be compulsory on the Party or Parties entitled to proceed for the Recovery of such Penalty or Penalties respectively to proceed for the Recovery thereof, but such Party or Parties may, notwithstanding the Imposition of such Penalty or Penalties as aforesaid, instead thereof, have, use, and put in force all or any other Remedy or Remedies by Indictment, Mandamus, Action, Suit, or other Proceeding at Law or in Equity, as they might or could have used or put in force if such Penalty or Penalties respectively had not been imposed.

Company restricted from certain Acts.

LIII. Provided always, and be it enacted, That, notwithstanding any thing herein contained, it shall not be lawful for the Company to lay

lay down any Main, Service, or other Pipe whatever, or to fix or set up or have any Plug, Pump, or other similar Work or Place for delivering or distributing, or to deliver or distribute, or permit to be delivered, distributed, or taken, the said Sewage Water or any other Water upon any Street whatever Eastward or North-eastward either of the *Kensington Canal* or of the Railway known as the *West London Railway*, or Southward of the Road leading from *Hyde Park Corner* to the Bridge over the said *West London Railway*, and being the Main Road to *Brentford*, except a Main for conveying the Sewage from the proposed Station at the Skew Bridge near *Churton Street* near the *Vauxhall Bridge Road*, shown on the Plans deposited as aforesaid, into the Country along the Banks or Bed of the River *Thames* as aforesaid, and a Main or covered Sewer for conveying the Sewage from the *Ranelagh Sewer* to the *King's Scholars Pond Sewer*, or *vice versâ*, without the Consent in Writing of the Governor and Company of *Chelsea Waterworks* in every Instance first obtained; nor shall it be lawful for the Company to purchase or hold Land for, or construct, maintain, use, occupy, or enjoy, either directly or indirectly, any Station, Engine-house, Works, or other Premises within the District or Tract of Land comprised between the *Thames* on the Southward, the said *Kensington Canal* and the said *West London Railway* on the Westward, a Line commencing at the South End of *Ranelagh Road, Thames Bank*, and proceeding in a direct Course up to *Hyde Park Corner* on the Eastward, and the Road leading from *Hyde Park Corner* to the said Bridge over the said *West London Railway* as last aforesaid on the Northward, without the like Consent of the Governor and Company of *Chelsea Waterworks* first obtained.

LIV. And be it enacted, That it shall not be lawful for the Company to erect or use, within Five hundred Yards of the Land of the said *Westminster Improvement Commissioners*, any Buildings or Apparatus for the Purpose of carrying on any Manufacture or Chemical Process, other than those which may be requisite for the Purpose of collecting, preparing, and transmitting the Liquid Sewage to be taken from the said Sewers.

Not to erect Buildings within 500 Yards of Property of Westminster Improvement Commissioners.

LV. And whereas the Works of the said Metropolitan Sewage Manure Company will intersect the Mains or Pipes of the Imperial Gas Light and Coke Company, and it would be attended with great Loss to the last-mentioned Company, and Inconvenience to the Public, if by reason of any such Works the regular Supply of Gas to the Public by means of such Mains or Pipes were in any Manner interrupted; be it enacted, That the Works of the said Sewage Manure Company shall be so conducted as not to interrupt at any Time the Supply of Gas to the Public as heretofore by the Imperial Gas Light and Coke Company, or to occasion any Leakage in the Mains or Pipes of the said Gas Company.

Supply of Gas not to be interrupted.

LVI. And be it enacted, That it shall not be lawful for the Sewage Manure Company to take up, displace, or interfere with any of the Pipes of the said Company.

Company not to disturb Pipes

until they shall have laid down others.

of the Mains or Pipes or other Works belonging to the Imperial Gas Light and Coke Company, or to do any thing to impede the Passage of Gas into or through such Mains or Pipes, until good and sufficient Mains or Pipes and all other Works necessary or proper for continuing the Supply of Gas as sufficiently as the same was supplied by the Mains or Pipes or other Works proposed to be taken up, displaced, or interfered with, shall, at the Expence of the Sewage Manure Company, have been first laid down in lieu thereof, and be ready for Use, in a Position as little varying from that of the Pipes or Mains proposed to be taken up, displaced, or interfered with as may be consistent with the Construction of the Works of the said Company, and to the Satisfaction of the Engineer of the said Imperial Gas Light and Coke Company.

Notice of Interference with Pipes to be given.

LVII. And be it enacted, That it shall not at any Time be lawful for the Sewage Manure Company to take up, displace, or interfere with any of the Mains or Pipes of the Imperial Gas Light and Coke Company, without having given Forty-eight Hours previous Notice to the last-named Company on every Occasion of their Intention so to do; and that in every Case when such Mains or Pipes shall be taken up, displaced, or interfered with by the Sewage Manure Company, the same, or other equally good and sufficient Mains and Pipes, shall be laid down by the said Sewage Manure Company with all possible Despatch at such Levels and in such Positions as the Engineer of the said Imperial Gas Light and Coke Company shall direct, and in all respects to his Satisfaction, and in such Manner as that the Mains and Pipes of the said Imperial Gas Light and Coke Company may be effectually protected against all Damage and Injury by the Traffic passing over the same along the Streets or Roads under which the same may be laid, or from any other Cause whatsoever, and so that the Supply of Gas by the said Imperial Gas Light and Coke Company may not be interrupted, impeded, or interfered with, but may at all Times thereafter be continued as efficiently and at as little Expence as before the passing of this Act.

Penalty for impeding Supply of Gas.

LVIII. And be it enacted, That if any Interruption whatsoever in the Supply of Gas by the said Imperial Gas Light and Coke Company shall be in any way occasioned by the said Sewage Manure Company, or by any of their Contractors, Agents, or Workmen, the said Sewage Manure Company shall and will pay to the Imperial Gas Light and Coke Company, and to all other Persons, full Compensation for all Loss, Injury, Damage, or Inconvenience which they may sustain or be put to by reason of any such Interruption; and further, that the said Sewage Manure Company shall forfeit and pay to the said Imperial Gas Light and Coke Company, for the Use and Benefit of the said last-mentioned Company, the Sum of One hundred Pounds, to be recovered as aforesaid, if the said Sewage Manure Company shall on any Occasion in any Manner interfere with any of the Mains or Pipes of the said Imperial Gas Light and Coke Company, without such Notice as aforesaid, such Penalty of
One

One hundred Pounds to be recovered upon each and every Occasion of the said Sewage Manure Company neglecting to give such Notice as aforesaid.

LIX. And be it enacted, That any Standpipe which the Company may erect for the Purpose of their Works at their Station or at any other Place in or near to *Pimlico*, or near to the Bank of the *Thames*, situate between *Vauxhall Bridge* and *Ranelagh Road*, shall be enclosed in a Tower, equal, so far as regards Elevation or architectural Appearance, to the Tower which has been erected by *Thomas Cubitt* of *Eaton Place, Pimlico*, Builder, in connexion with his Workshops at *Thames Bank* near to *Vauxhall Bridge*; and in case any Dispute or Difference of opinion shall arise between the Directors of the Company and the said *Thomas Cubitt*, his Executors or Administrators, respecting the Elevation or architectural Appearance of the Tower so to be erected by the Company, then such Dispute or Difference shall be referred to the Decision of the Commissioners of Woods, Forests, Land Revenues, Works, and Buildings, whose Decision thereon shall be final, and the Company shall in every respect abide by and do all Acts for carrying into effect such Decision.

As to Erection of Tower on Works at Pimlico.

LX. Provided always, and be it enacted, That the Company shall not break up the Street or Road now made or in progress of Construction along the Line of the Sewer called *King's Scholars Pond Sewer*, and called *Tachbrook Street*; and in case the Company shall decide on adopting the Line or Direction of that Street or Road for laying the Main Pipe of their Work in that Locality, the Company shall, if they can obtain (but not otherwise) the Sanction and Consent of the Commissioners of Sewers thereto, cause the same to be laid within the Sewer now under the said Street or Road; but if the Commissioners of Sewers shall have Reason to apprehend that the laying such Pipe within the said Sewer would cause any Interruption to the Sewage, or cause Inconvenience or Difficulty in the Repair of any Works or the Sewer, or be likely to cause Annoyance or Injury in any way, the said Commissioners of Sewers shall not be compellable to give such Sanction or Consent; and if such Consent shall be given the Pipes shall be laid in such Place and in such Manner as the said Commissioners of Sewers shall authorize, and not otherwise; and that nothing herein contained shall prevent the said Commissioners of Sewers from any Time diverting the said Sewer, or making any Alterations therein, or the making such Orders on the said Company as to the Removal of the said Pipe, or any thing connected therewith, or otherwise, as the said Commissioners may judge necessary.

Company not to break up Tachbrook Street.

LXI. And be it enacted, That the Company, in case they cause the Street or Road leading from *Vauxhall Bridge Road* towards the *Thames Bank*, and called *Ponsonby Street*, to be broken up, shall with all possible Despatch, and by having the Works for such Purpose done by Night as well as in the Daytime, (so far as may be

If Company break up Ponsonby Street, to re-instate the same with all possible Despatch.

[Local.]

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consistent

consistent with any existing Law in such respect,) cause the said Street to be reinstated at the earliest Period practicable.

Engine Furnaces to be constructed to consume their own Smoke.

LXII. And be it enacted, That the Company shall cause all Engine Furnaces which for the Purpose of their Works may be erected in or near to *Westminster*, *Pimlico*, or *Chelsea* to be so constructed as that the same may, so far as possible, consume their own Smoke; and such Furnaces shall be so managed and conducted that no Smoke shall escape therefrom, so far as it may be practicable to avoid the same.

Penalty if 'Smoke' escape.

LXIII. And be it enacted, That in case Smoke shall escape from any of the Engine Furnaces of the Company to be erected in or near to *Westminster*, *Pimlico*, or *Chelsea*, contrary to the Provisions aforesaid, then and in every such Case, and for each Offence, the said Company shall forfeit and pay a Penalty or Sum not exceeding Five Pounds, to be recovered by any Person or Persons, who shall seek to recover the same.

Power to supply Sewage, and charge for the same.

LXIV. And be it enacted, That it shall be lawful for the Company to supply the Sewage Water to be conveyed along the Mains and Pipes to be constructed by the Company as aforesaid to all Persons who shall desire to take the same, at such Prices and on such Terms as may be mutually agreed upon by the Company and such Persons respectively.

Recovery of Rates.

LXV. And be it enacted, That if any Person supplied with Sewage Water by the Company shall neglect to pay any Rate or Rent due to them at any of the Times of Payment thereof, it shall be lawful for the Company to stop the Sewage from flowing into the Premises of such Person, by cutting off the Service Pipe to such Premises, or by such Means as the Company shall think fit, and to recover the Rate or Rent due from such Person, if less than Fifty Pounds, together with the Expences of cutting off the Sewage, and Costs of recovering the same, by the same Means as any Damages for the Recovery of which no special Provision is contained in this Act are hereby directed to be recovered, or if the Rate or Rent so due shall amount to Fifty Pounds or upwards it shall be lawful for the Company to recover the same, together with the Expences of cutting off the Sewage, in any of the Superior Courts, by Action of Debt or on the Case.

Returns to be made to Parliament.

LXVI. And be it enacted, That the Directors of the said Company shall, within Six Weeks after the Commencement of each Session of Parliament, cause to be furnished unto the House of Commons an Account of the Expenditure and Receipts of the Company since the first Day of the last Session of Parliament up to the first Day of the then Session of Parliament.

Company to be at liberty to remove the Pipes.

LXVII. And be it enacted, That in case the Occupier of the Premises in which such Pipes or other Apparatus shall have been affixed by

by the Company shall refuse to receive and pay for such Supply of Sewage, or in case of the Nonoccupation of such Premises, the Company may, if such Person shall, after Ten Days Notice given to him by the Company, neglect or refuse to pay for such Supply, enter into and remove such Pipes and other Apparatus.

LXVIII. And be it enacted, That it shall be lawful for the Surveyor, or any other Person acting under the Authority of the Company, between the Hours of Ten of the Clock in the Forenoon and Four of the Clock in the Afternoon, to enter into any Land or Premises supplied with Sewage by virtue of this Act, in order to inspect and examine if there be any Waste or improper Use of such Sewage; and if such Surveyor or other Person acting on the Authority of the Company shall at any such Time be refused Admittance into such Lands or Premises for the Purpose aforesaid, or shall be prevented from making such Inspection and Examination as aforesaid, it shall be lawful for the Company to turn off the Sewage supplied by the Company from such Lands or Premises.

Power to
Company's
Surveyor to
enter Lands
to inspect.

LXIX. And be it enacted, That every Person supplied with Sewage under the Provisions of this Act, who shall supply to any other Person or wilfully permit any other Person to take any Sewage supplied by the Company from any Cistern, Pipe, or Place belonging to him, or who shall use or permit to be used the Sewage for other Purposes than those contracted for, shall forfeit for each Time of committing such Offence a Sum not exceeding Five Pounds.

Penalty for
allowing
Persons to
use the
Company's
Sewage.

LXX. And be it enacted, That if any Person, not having agreed to be supplied with Sewage by the Company, shall take any Sewage from any Aqueduct or Conduit, or any Main or Pipe affixed or leading to any such Aqueduct or Conduit, or from any Cistern or other like Place containing Sewage, he shall forfeit for each Time of committing such Offence a Sum not exceeding Ten Pounds.

Penalty for
taking the
Company's
Sewage
without
Agreement.

LXXI. And be it enacted, That every Person who shall wilfully or carelessly destroy, break, injure, or open any Aqueduct, Conduit, Pipe, Engine, or other Works belonging to, or shall flush or draw off the Sewage of the Company, or shall do any other wilful Act whereby such Sewage shall be wasted, shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Penalty for
destroying
Valves, &c.

LXXII. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not provided for, such Amount, in case of any Dispute respecting the same, shall be ascertained and determined by Two or more Justices; and where by this Act any Damages or Charges are directed to be paid, in addition to the Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute concerning the same, shall be determined by the Justices by whom the Offender shall be convicted of such Offence; and on Nonpayment of the
Damages

Provision for
Damages not
otherwise
provided for.

Damages or Charges in any of the Cases aforesaid, on Demand, the same shall be levied by Distress, and such Justices shall issue their Warrant accordingly.

Justices to examine Parties and Witnesses.

LXXIII. And be it enacted, That where in this Act any Question of Compensation or Damages is referred to the Determination of any Two Justices, it shall be lawful for such Justices to examine the Parties to such Question and their Witnesses on Oath, and to administer the Oaths necessary for that Purpose, and the Costs of every such Inquiry shall be in the Discretion of such Justices; and if either Party to any such Question fail to appear at the Time and Place appointed by the Justice for going into any such Question, without reasonable Excuse, to the Satisfaction of such Justices, due Notice of such Appointment having been given to such defaulting Party, it shall be lawful for such Justices to proceed *ex parte*.

Saving the Rights of certain Water and Gas Companies, and Vauxhall Bridge Company.

LXXIV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to alter, diminish, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Governor and Company of *Chelsea* Waterworks, the Company of Proprietors of the *West Middlesex* Waterworks, the *Grand Junction* Waterworks Company, the Imperial Gas Light Company, the *Westminster* Gas Company, the *London* Gas Light Company, the Gas Light and Coke Company, the Equitable Gas Light Company, the *Brentford* Gas Company, the *Vauxhall Bridge* Company, the *Staines and Egham* Gas Light Company, and the Commissioners under the *Westminster* Improvement Act, 1845.

Saving the Rights of the Mayor, Commonalty, and Citizens of the City of London.

LXXV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the said River *Thames*, or otherwise, did or might lawfully claim, use, or exercise, nor to authorize or empower the said Company, their Workmen or Servants, or any of them, to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Bank or Shore thereof, without the Licence and Consent in Writing of the said Mayor and Commonalty and Citizens first had and obtained for that Purpose.

Nothing herein contained to exempt the Company from Provisions of future Acts.

LXXVI. And be it enacted, That nothing in this Act contained shall be deemed to exempt the said Company from the Provisions, Regulations, and Conditions which may be contained in any Act which may hereafter be passed for regulating or improving the Sewerage and Drainage of the Metropolis or any Part thereof, or to prevent

prevent Parliament from resuming the Powers granted by this Act, upon such Terms as to Parliament shall seem fit.

LXXVII. And be it enacted, That nothing in this Act contained shall be construed to exempt the Company, or any Officer or Servant acting by or under its Authority, from any Liability to any Action or Prosecution at Common Law, or by Statute, now or hereafter to be made, in respect of any Nuisance which may exist or be caused by any Proceedings, Matters, or Things done by the said Company under the Powers and Provisions of this Act. Company not to be exempted from Liability to Proceedings for Nuisance.

LXXVIII. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the Company from the Supervision or Control of any Authority which may for such Purpose be hereafter constituted or established by Parliament. Company not exempt from future Control of Parliament.

LXXIX. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,) Interpretation of Act.

The Word "Person" shall extend to Corporations, whether aggregate or sole:

The Word "Street" shall include any Square, Street, Court, or Alley, Highway, Lane, Road, Thoroughfare, Footway, or public Passage or Place within the Limits of this Act:

The Expression "the Company" shall mean the Company incorporated by this Act; and

The Expression "the Directors" and "the Clerk" shall mean the Directors and Clerk respectively of such Company:

The Word "Sewer" shall include Sewer, Drain, or Watercourse:

The Expression "the Commissioners of Sewers" shall not only mean the Commissioners of Sewers for the Time being for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, but also any Body or Persons who may hereafter, by any Law to be made, have the Control or Superintendence of the Sewers within the same Limits.

LXXX. And be it enacted, That nothing contained in this Act, or in the Acts herein recited or referred to, shall be deemed or construed to extend, either directly or by Implication or otherwise, to prejudice or affect any Right of Property or Title belonging to Her Majesty, Her Heirs or Successors, in or to the Ground or Soil and Bed of the River *Thames* or the Shores thereof, or to authorize the Company to lay down a Main or Pipes for the Conveyance of Sewage Water along the Banks or Bed of the said River, or to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or some Two of them, first had and obtained for that Purpose, or to prejudice, diminish, alter, or take away any of the Saving the Rights of the Crown.

[Local.]

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9° & 10° VICTORIÆ, *Cap. cccxcviii.*

Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Public Act.

LXXXI. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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