



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. cxcvi.

An Act for transferring Part of the Property and Powers of the Trustees of the River *Lee*; and for the Amendment of the Acts of the *New River* Company, the *East London Waterworks* Company, and the said Trustees; and for other Purposes. [14th August 1855.]

WHEREAS the following Acts have been passed; to wit, the Acts of the Thirteenth Year of *Elizabeth*, Chapter 18; of the Third Year of *James* the First, Chapter 18; of the Fourth Year of *James* the First, Chapter 12; of the Eleventh Year of *George* the Second, Chapter 14; of the 12th Year of *George* the Second, Chapter 32; of the Seventh Year of *George* the Third, Chapter 51; and of the Nineteenth Year of *George* the Third, Chapter 58; and the several Local or Local and Personal Acts of the Forty-fifth Year of *George* the Third, Chapter 69; of the Third Year of *George* the Fourth, Chapter 109; of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter 109 (in this Act called "The Trustees Act of 1850"); of the Session of the

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Fifteenth and Sixteenth Years of Her present Majesty, Chapter 160; and of the Session of the Seventeenth and Eighteenth Years of Her present Majesty, Chapters 39 and 72: And whereas some of the recited Acts relate to the River *Lee* and the Navigation thereof, and to the Trustees of the River *Lee* (in this Act called the Trustees) acting in execution of such Acts: And whereas some of the recited Acts relate to the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London* (in this Act called the *New River* Company): And whereas some of the recited Acts relate both to the Trustees and to the *New River* Company: And whereas several Acts were from Time to Time passed relating to the Company of Proprietors of the *East London* Waterworks: And whereas by the Act of the Session of the Sixteenth and Seventeenth Years of Her present Majesty, Chapter 166, shortly called "The *East London* Waterworks Act, 1853," those Acts were repealed, but some of the Provisions thereof were kept in force: And whereas "The *East London* Waterworks Act, 1853," relates to the Trustees and to the *New River* Company, as well as to the *East London* Waterworks Company, which by that Act were incorporated by way of Continuation of the Company of Proprietors of the *East London* Waterworks, and which Company so incorporated are in this Act called the *East London* Company: And whereas the *New River* Company and the *East London* Company (in this Act called the Two Companies) derive large Quantities of Water for the Purposes of their respective Waterworks from the River *Lee*, and are executing extensive and important Works for preventing the fouling of such Water, and are expending large Sums in that Behalf: And whereas the Trustees have, under the recited Act of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter 109, Section 68, Power to supply Water in Bulk to Water Companies and others authorized to supply Water to the Metropolis: And whereas it is of great Importance to the Health of the Inhabitants of such Parts of the Metropolis as are supplied with Water by the Two Companies respectively that the Water supplied to them should be of good Quality, and by reason of the rapid Increase of Population and the more general Use of Water that Provision should be made for Supply of increased Quantities, and by "The Metropolis Water Act, 1852," Obligations involving a large Outlay were to that end imposed on the Two Companies respectively: And whereas the *New River* Company contend that under the recited Act of the Twelfth Year of *George* the Second they have the Right to take from the River *Lee* so much Water as will pass through the Gauge in that Act defined, which Right is denied by the Trustees, and Proceedings at Law and in Equity between that Company and the Trustees with respect to the Right so claimed and denied have been instituted: And whereas the *New River* Company have consented to compromise their Claim

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by restricting the Quantity which, as against the Trustees and the *East London* Company respectively, they shall take from the River *Lee* through that Gauge, to Two thousand five hundred Cubic Feet a Minute; and it is expedient that such Compromise should be established: And whereas it would conduce to the Advantage of the Inhabitants of the Metropolis who derive their Water Supply from the Two Companies respectively if the Quantity of the Water of the River *Lee* to which the Trustees and the Two Companies respectively are to be hereafter entitled were defined, and if the whole of the Water from Time to Time flowing into and down the River, except such Quantities thereof as are by this Act reserved to the Trustees for the Purposes of the Navigation, and such of the Powers of the Trustees with respect to such Water as in this Act expressed, were transferred to and vested in the Two Companies respectively, and if Provision were made for the Improvement of the Navigation of the River, and for the Repair of the River, and for husbanding the Water and preserving it from Pollution, and for enabling such further Improvements of the River and the Navigation to be from Time to Time made as may better enable the Two Companies respectively to comply with the Provisions of the "Metropolis Water Act, 1852:" And whereas the *New River* Company now pay to the Trustees for a Supply of Water the yearly Sum of One thousand eight hundred and fifty Pounds, and the *East London* Company now pay to the Trustees for a Supply of Water the yearly Sum of Two hundred and fifty Pounds, and the last-named yearly Sum is liable to be increased, under the Provisions of the Trustees Act of 1850: And whereas the Two Companies respectively are willing, in return for such Transfer to them, to pay to the Trustees, as by this Act provided, in lieu of those yearly Sums of One thousand eight hundred and fifty Pounds and Two hundred and fifty Pounds respectively, and of any Sums by way of Increase thereof, the aggregate yearly Sum of Three thousand five hundred Pounds and the Principal Sum of Forty-two thousand Pounds, and the Trustees are willing to accept Payment thereof accordingly, and that such Transfer should be made accordingly; and it is expedient that the Provisions in that Behalf of this Act be made: And whereas the Objects aforesaid cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; to wit,

I. This Act may be cited for any Purpose as "River *Lee* Water Short Title. Act, 1855."

II. "The

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Incorporation of Lands
Clauses Act.

II. "The Lands Clauses Consolidation Act, 1845," is incorporated with this Act: Provided always, that such Incorporation shall not authorize the purchasing or taking, under this Act, of any Lands, otherwise than by Agreement: Provided always, that this Act shall not prejudice any Power of the Trustees or of either of the Two Companies for purchasing or taking any Lands otherwise than by Agreement.

Same Meanings of Words in incorporated Act and this Act.

III. The several Words and Expressions to which by the Act incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Of Liability of Companies to make Payments to Trustees.

IV. On the passing of this Act the Liability of the *New River* Company to pay to the Trustees the yearly Sum of One thousand eight hundred and fifty Pounds, and the Liability of the *East London* Company to pay to the Trustees the yearly Sum of Two hundred and fifty Pounds, and to pay to the Trustees under the recited Acts or any of them, or any Contract or otherwise, any increased or other Sums, shall absolutely cease.

Payments to Trustees.

V. The Two Companies shall pay to the Trustees, as by this Act provided, the aggregate yearly Sum of Three thousand five hundred Pounds, and the *New River* Company shall pay to the Trustees, as by this Act provided, the gross Sum of Forty-two thousand Pounds: Provided always, that as between the Trustees on the one hand and the Two Companies on the other hand, that aggregate yearly Sum shall be paid to the Trustees, as to the yearly Sum of One thousand five hundred Pounds, Part thereof, only by the *New River* Company, and as to the yearly Sum of Two thousand Pounds, Residue thereof, only by the *East London* Company: Provided also, that as between the Two Companies that aggregate yearly Sum shall be paid by them in such Proportions as from Time to Time they shall have mutually agreed on.

Payment of yearly Sum to Trustees.

VI. That aggregate yearly Sum of Three thousand five hundred Pounds shall be paid to the Trustees by equal quarterly Payments on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-fifth Day of *September*, and the Twenty-fourth Day of *December* in every Year; and the first of those quarterly Payments shall be deemed to have fallen due on the Twenty-fourth Day of *June* One thousand eight hundred and fifty-five.

VII. The

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VII. The Trustees shall have the like Remedies against the Two Companies respectively for Payment of those yearly Sums of One thousand five hundred Pounds and Two thousand Pounds as immediately before the passing of this Act the Trustees had against them respectively for the Recovery of the yearly Sums of One thousand eight hundred and fifty Pounds and Two hundred and fifty Pounds respectively then payable by them to the Trustees: Provided always, that that aggregate yearly Sum of Three thousand five hundred Pounds shall be subject and liable to the Payment of all Principal Sums and Interest secured by the Debentures of the Trustees, in like Manner as immediately before the passing of this Act those yearly Sums of One thousand eight hundred and fifty Pounds and Two hundred and fifty Pounds respectively were subject and liable, and shall accordingly be substituted for those yearly Sums.

Remedies for and Liabilities of that yearly Sum.

VIII. That gross Sum of Forty-two thousand Pounds shall be paid by the *New River* Company to the Trustees, as to the Sum of Twelve thousand Pounds, Part thereof, within Seven Days after the passing of this Act, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, and as to the Sum of Thirty thousand Pounds, Residue thereof, by Instalments, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-five, every such Instalment to be paid, with the Interest thereon, within Seven Days after the granting of the Certificate in that Behalf, as by this Act provided.

Payment of gross Sum to Trustees.

IX. Subject to the Provisions of this Act, all the Water from Time to Time flowing into or down the River *Lee* and the Navigation thereof, which the Trustees have now Power to sell under the Trustees Act of 1850, except such Quantities thereof as are by this Act reserved to the Trustees for the Purposes of the Navigation, is by this Act transferred to and shall be absolutely vested in the Two Companies for ever: Provided always, that nothing herein contained shall be held to give to the Two Companies or either of them any Right to such Water which does not now belong to the Trustees, or which they have not now the Power to sell.

Water of Lee vested in the Companies.

X. Provided always, That, except as regards the Interpretation of the said Act of the Twelfth Year of *George* the Second, Chapter 32, nothing in this Act shall take away, lessen, or prejudice any Claim for Compensation for Loss of Water or for Loss of Amount of Water Power to which the Owners and Occupiers of the Mills and Works

Millowners Rights generally, and Trustees Right to Water below Old Ford Lock, reserved.

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upon the River *Lee* are or but for the passing of this Act would be respectively entitled, and any such Compensation in respect of Injury sustained by reason of the Acts of the Two Companies or either of them shall be made by and recovered against such Companies or Company respectively, or take away, lessen, prejudice, or alter any of the Rights, Powers, or Authorities of the Trustees with respect to the Head Levels or to any Water below the Compensation Reservoir and *Old Ford Lock*, whether flowing down or brought up by the Tide, and those Rights, Powers, and Authorities are by this Act reserved to the Trustees accordingly.

Reservation
to Trustees
of daily
Quantities
of Water.

XI. Provided always, That there are by this Act reserved to the Trustees, for the Purposes of the Navigation, to pass through the several present and future Locks on the Navigation, and at their Discretion, and not subject to any Control by the Two Companies or either of them, either with or without Barges, any Quantities of Water not exceeding the following daily Quantities; to wit, first, they may pass through the several Locks from the highest Point at which the Two Companies or either of them may hereafter take their Supply down to and including the then First Lock above *Field's Weir* (and which Part of the River is in this Act called the Upper Reach) any Quantities not exceeding in the whole in any One Day of Twenty-four Hours Five hundred and seventy-six thousand Cubic Feet (in this Act called the upper daily Quantity); secondly, they may pass through the several Locks from the then First Lock above *Field's Weir* exclusive down to and including *Waltham Town Lock* (and which Part of the River is in this Act called the Middle Reach) any Quantities not exceeding in the whole in any One Day of Twenty-four Hours Seven hundred and twenty thousand Cubic Feet (in this Act called the middle daily Quantity); and, thirdly, they may pass through the several Locks from *Waltham Town Lock* exclusive down to and including *Old Ford Lock* (and which Part of the River is in this Act called the Lower Reach) any Quantities not exceeding in the whole in any One Day of Twenty-four Hours Eight hundred and sixty-four thousand Cubic Feet (in this Act called the lower daily Quantity).

Trustees to
preserve
River Lee
of same
Depth as at
present.

XII. Notwithstanding anything in this Act contained, the Trustees of the River *Lee* shall maintain throughout the whole Length of the said Navigation the same Depth of Water as at present, being in no Place less than Three Feet Nine Inches.

Reservation
to Trustees
of Water

XIII. Provided always, That the Trustees shall continue entitled for the Purposes of the Navigation to all such Water below *Tottenham Mill*

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Mill as from Time to Time shall not be required by the Two Companies or either of them to be taken at their respective Pumping and Drawing Stations, and such Water is accordingly by this Act reserved to the Trustees: Provided also, that that reserved Water shall be used by the Trustees only for the fair and legitimate Purposes of the Navigation, and the other Purposes in that Behalf by this Act provided.

below Tot-
tenham Mill.

XIV. In order to prevent Differences as to those Three daily Quantities respectively, they shall from Time to Time be measured and estimated by the Lockfull of Water from Time to Time used in the Navigation: Provided always, that if the Trustees or the Two Companies or either of them at any Time desire that any other accurate Mode for the Measurement of the Water be adopted, such Mode may be adopted accordingly; provided also, that if the Trustees and the Two Companies fail to agree on the Mode to be adopted the Difference shall be settled by Arbitration.

Mode of esti-
mating Trus-
tees Quanti-
ties of Water.

XV. For the Purpose of estimating those Three daily Quantities respectively the Cubical Contents of a Lockfull of Water shall be estimated as being so many Cubic Feet of Water as the Lock when filled contains between the Levels of the upper and lower Water on each Time of using the Lock, with the Addition thereto of the fairly estimated Quantity of Water escaping therefrom by any observed Leakage beyond Two Lockfull for each Twenty-four Hours.

Estimate of
a Lockfull
of Water.

XVI. So long as such Mode of estimating those Three daily Quantities respectively by Lockfull is in force, the Trustees shall keep an accurate Account of the several Lockfull of Water from Day to Day passed down through the Locks on the Navigation, and such Account shall be kept in a Book at ail such Locks as are necessary, which Book shall be kept by the respective Lock-keeper of such Lock at his House on the Navigation; and the Locks at which such Books shall be kept shall, if not agreed on between the Trustees and the Two Companies, be settled by Arbitration.

Trustees to
keep Ac-
count of
Lockfull of
Water used
on Naviga-
tion.

XVII. If and whenever any other Mode of estimating those Quantities is in force, the Trustees shall keep accurate Accounts in proper Books accordingly; and the Plan on which such Accounts shall be kept shall, if not agreed on between the Trustees and the Two Companies, be settled by Arbitration.

Trustees to
keep other
Accounts, if
Estimate by
Lockfull
abandoned.

XVIII. Every such Account Book from Time to Time kept by the Trustees, as by this Act provided, shall at all Times be open to the

Accounts to
be open to
Inspection.

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the Inspection and Transcription of the Two Companies and of the Undertakers of the *Stort* Navigation respectively, and their respective Agents in that Behalf.

Use by Companies of Weirs, &c. for observing Quantities of Water.

XIX. The Trustees from Time to Time shall allow the Two Companies and each of them every reasonable Use of the Weirs and Works of the Trustees, for the Purpose of from Time to Time observing and recording the Quantity of Water in and flowing down the River respectively.

Reservation to Two Companies of existing Rights to take Water.

XX. Notwithstanding such Transfer and Vesting, and except only as is by this Act provided with respect to the Quantity of Water to be taken by the *New River* Company through the Gauge, each of the Two Companies from Time to Time after the passing of this Act shall, as against the Claims to Compensation for Loss of Water or Water Power on the Part of the Owners and Occupiers of Mills and Works on the River *Lee*, be held to be entitled to take from the River *Lee* and the Navigation thereof all such Water as they are now or but for the passing of this Act would be entitled so to take, and all their respective Rights in that Behalf are accordingly by this Act reserved to them respectively.

Limit of 2,500 Cubic Feet a Minute of Water for New River Company.

XXI. Provided always, That after the passing of this Act the said Act of the Twelfth Year of *George* the Second, Chapter 32, shall be read as authorizing the *New River* Company from Time to Time to take from the River *Lee*, through the Gauge specified in that Act, or through any other Gauge to be substituted for it, as herein-after mentioned, Two thousand five hundred Cubic Feet of Water a Minute, and no more.

2,500 Cubic Feet a Minute of Water for the East London Company.

XXII. After the passing of this Act the *East London* Company from Time to Time may, subject to the Provisions hereof, take from the River *Lee* Two thousand five hundred Cubic Feet of Water *per* Minute at any Point or Points at which the said Company under their said Acts are now authorized to take the same, or could before the passing of this Act have purchased of the Trustees, under the Trustees Act of 1850, the Right of taking such Water.

Additional Water for each Company.

XXIII. After the passing of this Act each of the Two Companies may, subject to the Provisions hereof, take, *pari passu*, any Quantity of Water beyond their respective Quantities of Two thousand five hundred Cubic Feet a Minute: Provided always, that neither of the Two Companies shall in any One Day take more than Five hundred Cubic Feet of Water a Minute beyond their respective Quantity of Two thousand five hundred Cubic Feet a Minute, without having previously

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previously given to the other Company Two Days previous Notice in Writing of their Intention to take such Excess.

XXIV. Provided always, That the *New River* Company shall not, except as next herein-after mentioned, without or for any longer Period than shall be expressed by the previous Consent in Writing of the *East London* Company, take any such Water beyond the *New River* Company's Two thousand five hundred Cubic Feet a Minute out of any Level of the River higher than the Level from which the *East London* Company are then taking their Two thousand five hundred Cubic Feet a Minute.

Level from which New River Company may take additional Water.

XXV. Provided nevertheless, That if and whenever the *New River* Company shall be desirous of taking any Water beyond their Two thousand five hundred Cubic Feet a Minute out of any Level of the River higher than the Level from which the *East London* Company are then taking their Two thousand five hundred Cubic Feet a Minute (the same being a Level out of which the *New River* Company under their said Acts are now authorized to take Water, or out of which the *New River* Company could before the passing of this Act have purchased of the Trustees under the Trustees Act, 1850, the Right of taking such Water), and the *East London* Company fail for Eight Days after being thereunto requested by the *New River* Company to consent to their taking such additional Water from any such higher Level, then and in every such Case the *New River* Company may, after giving not less than Eight Days previous Notice in Writing of their Intention so to do to the *East London* Company, apply to the Board of Trade for their Consent to such proposed taking from such higher Level by the *New River* Company; and if the Board of Trade, on Inquiry, and after Notice for hearing the Two Companies thereon, be satisfied that the *New River* Company can take such additional Water from such higher Level without Detriment either in Quantity or Quality to the Supply of Water which the *East London* Company are from Time to Time entitled to take, or to the Navigation, then the Board of Trade may by Writing under the Hand of the Secretary of the Board state that they are so satisfied, and permit the *New River* Company to take such Quantity as the Board think fit of such additional Water from such higher Level.

Permission of Board of Trade to New River Company to take additional Water from higher Level.

XXVI. Provided also, That if the *New River* Company be at any Time desirous that any such Permission should be renewed, or if the *East London* Company be at any Time desirous that any such Permission should be withdrawn, then and in every such Case the same respective Company may, after not less than Eight Days previous Notice in Writing in that Behalf to the other Company, apply to the

Renewal and Withdrawal of Permission.

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Board

Board of Trade for such Renewal or Withdrawal, and the Board of Trade may accordingly, on Inquiry, and after Notice for hearing the Two Companies thereon, renew or withdraw the Permission by Writing under the Hand of the Secretary of that Board: Provided always, that no such original or renewed Permission by the Board of Trade shall, if objected to by the *East London Company*, be in force for more than One Year.

Companies
not to draw
Water below
Head Level
of the Navi-
gation.

XXVII. The Two Companies or either of them shall not, without Consent of the Trustees, at any Time draw from the River so as to reduce the Water in any Pond of the Navigation below the present customary Head Level of that Pond, or, in case of any Alteration in the Navigation below such Head Level, as shall from Time to Time be declared by the Engineer of the Trustees, with the Concurrence of the Engineers of the Two Companies respectively, or, in case of Difference between them, by the Arbitrator, to be the Head Level of such Pond, and such Head Levels shall be so fixed as to allow the said Navigation the same Depth of Water as at present, and (except in case of great Draught, or in any Case in which the Owners or Occupiers of any Mill or Work on the said Navigation shall be entitled for occasional Purposes, or in which the Trustees shall find it necessary so to do, to draw down the Water below such Head Levels,) the same Water shall be maintained at the Heights of such Head Levels, and, notwithstanding anything in this Act contained, so much Water as is necessary for that Purpose shall be supplied from the said River *Lee* in priority over all other Rights of Water within the said River: Provided also, that in case it shall hereafter be found necessary, in order to maintain the Level of Water up to the said Head Levels, for the said Two Companies to allow more Water to pass down the said Navigation than the said Three several specified daily Quantities, a Deduction shall be made from the said annual Sums to be paid by the said Companies to the said Trustees under this Act of such an Amount as shall be equal to the Value of the extra Water so required, such Amount, in case of no special Agreement, to be estimated at the Rate of Threepence *per* One thousand Gallons.

Companies
may take
Flood Water
for Storage.

XXVIII. Each of the Two Companies may from Time to Time, at their own respective Expense, and for their own respective Use, take Water from the River when in a State of Flood, for Storage thereof: Provided always, that when either of the Two Companies so take any Water for Storage they shall give Notice in Writing to the other Company, and the other Company may, *pari passu*, take Water for Storage.

XXIX. Pro-

XXIX. Provided always, That with respect to taking Water for Storage the River shall not be considered to be in a State of Flood when its Volume at *Field's Weir* in excess of the actual Draught therefrom for the Time being of the Two Companies is less than the Quantity in that Behalf agreed on between them, or, until such Agreement, as shall be settled by Arbitration: Provided always, that such Quantity in excess shall not be settled by Arbitration at less than Three thousand Cubic Feet a Minute or more than Four thousand Cubic Feet a Minute.

Test of
Flood Water.

XXX. The several Rights of the Trustees and of the Two Companies respectively with respect to the Water from Time to Time flowing into or down the River *Lee* and the Navigation thereof shall have the following Priorities; to wit,

Priorities of
Rights to
Water.

First, the Right of the Trustees to the upper daily Quantity, the middle daily Quantity, and the lower daily Quantity respectively within the Limits of the Upper Reach, the Middle Reach, and the Lower Reach respectively, and such further Quantity, subject as aforesaid, as shall be necessary to maintain the Water of the Navigation on a Level with the Head Levels aforesaid:

Secondly, the Right of the *New River Company* to take Two thousand five hundred Cubic Feet a Minute:

Thirdly, the Right of the *East London Company* to take Two thousand five hundred Cubic Feet a Minute:

Fourthly, the Right of each of the Two Companies to take, *pari passu*, Five hundred Cubic Feet each a Minute:

Fifthly, the Right of each of the Two Companies, after such Notice in that Behalf as by this Act provided, to take, *pari passu*, any additional Quantity of Water:

Sixthly, the Right of the Trustees to surplus Water below *Tottenham Mill*.

XXXI. The Two Companies, from Time to Time, if they think fit, may, subject to the Provisions of this Act, furnish to the Trustees all or any Part of the Quantities reserved to them, by pumping Water, at the Expense of the Two Companies, from any one Pond of the Navigation to any other Pond thereof, so as they do not thereby reduce the Level of any such Pond below the customary Head Level from Time to Time thereof.

Companies
may pump
from Pond to
Pond Water
reserved to
Trustees.

XXXII. The Trustees, from Time to Time, if they think fit, and in exercise of any of their Powers under any of the recited Acts, may make such Ponds and other Works as may in their Judgment give to them the greatest Advantage in the User for the Navigation of the Water reserved to them, and, if they think fit, may pump back any

Trustees
may pump
from Pond to
Pond Water
reserved to
them.

Part

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Part of the Water so reserved from any one Pond of the Navigation to any other Pond thereof, without being liable to allow to the Two Companies or either of them in respect of the Water which may be so pumped back by them any Deduction from the said annual Sums payable by them to the Trustees.

Trustees not to draw down certain Ponds or Levels below Head Marks;

XXXIII. Except for the Purpose of using for the Purposes of the Navigation the Three daily Quantities respectively, the Trustees shall not, at any Place where the River *Lee* and the Navigation are on a common Level, at any Time draw down any Pond or Level below the then Headmarks of such Pond or Level, without in every Case giving Forty-eight Hours previous Notice, if the Pond or Level be above the then First Lock above *Field's* Weir, to the Engineer of the *New River* Company, or if the Pond or Level be below that Lock, to the Engineer of the *East London* Company, or if the upper Pond at *Field's* Weir, then also to the Manager of the Undertakers of the River *Stort*.

without Consent of Engineer to be appointed to decide in case of Objection by Company.

XXXIV. If the *New River* Company, or, as the Case may be, the *East London* Company, object to any such drawing down, and give Notice in Writing thereof to the Trustees, they shall not so draw down the Pond or Level without the Approval in Writing of an Engineer appointed in that Behalf by the Parties in difference, or failing such Appointment within Seven Days after Application by the Trustees to the Company in question to concur in such Appointment, then not without the Approval in Writing of the Arbitrator.

Trustees may grant User for Steam Engines, &c. of Water reserved to them.

XXXV. The Trustees from Time to Time may grant to any Persons the Right to use, for the Purposes of Steam Engines or Manufactories on the Banks of the Navigation, any Part of the Water by this Act reserved to the Trustees: Provided always, that, except so far as the Water from Time to Time taken from the River *Lee* under any such Grant is, within Twenty-four Hours after the taking thereof, returned into the same Reach of the River *Lee*, the Quantity so from Time to Time taken shall be allowed for as Part of, as the Case may be, the daily Quantity of Five hundred and seventy-six thousand Cubic Feet, Seven hundred and twenty thousand Cubic Feet, or the daily Quantity of Eight hundred and sixty-four thousand Cubic Feet, or the further daily Quantity respectively reserved to the Trustees.

Transfer to Companies of certain Powers of Trustees.

XXXVI. All the Powers and Authorities which by the recited Acts or any of them are now vested in, or which but for this Act might be exercised by the Trustees, with respect to the Water of the River *Lee* by this Act vested in the Two Companies, and with respect to

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to the appropriating, economising, and Management of such Water, and with respect to the Water Power and Compensation for the Loss of Water Power to which the Owners and Occupiers of Mills and Works upon the River *Lee* are entitled, are by this Act transferred to and shall be vested in and may be exercised by the Two Companies, so far as the Exercise thereof may be requisite for securing to the Two Companies or either of them the full Benefit in their respective Behalf of this Act, but nevertheless so that the Trustees may also exercise the same, so far as may be requisite, for the Purposes of the Navigation.

XXXVII. The several Clauses and Provisions with respect to the Powers and Authorities so vested in the Two Companies respectively in favour of, relating to, or affecting the Trustees, or their Officers or Servants, or any of them, contained in the recited Acts or any of them, or any other Acts or Act, and which immediately before the passing of this Act were in force, shall apply to the Two Companies respectively, and their respective Officers and Servants, and shall continue and be in full Force accordingly; and the Two Companies respectively, and their respective Officers and Servants, may and shall accordingly, and for the Purposes of this Act, but without Prejudice to the Purposes of the Navigation, be entitled to, and have, exercise, and enjoy, and be subject and conform to, all such Rights, Interests, Powers, Authorities, Indemnities, Privileges, Duties, Penalties, and Obligations whatsoever as if this Act were not passed the Trustees, their Officers and Servants, under or by virtue of the same, might be entitled to, or might have, exercise, or enjoy, or would be subject to.

Provisions of Acts to apply to Companies accordingly.

XXXVIII. The Two Companies respectively, in exercise of any of the Powers of the recited Acts relating to them, from Time to Time may, and the Trustees in exercise of any of the Powers of the recited Acts relating to them, if and when so required by the Two Companies respectively, shall, and in every Case at the Expense of the Two Companies respectively, make, for the Purpose of husbanding, economising, or storing Water, any such Modification of any of the now existing and future Works and Ponds of the Navigation as the Two Companies respectively from Time to Time think fit: Provided always, that no such Modification shall impede the Navigation or alter the Depth thereof, or interfere with the Improvement or Efficiency of the Lockage thereof; provided also, that the Plans for every such Modification shall be first submitted to the Engineer of the Trustees for his Approval thereof; provided also, that every Difference between the Trustees and the Two Companies or either of them, on such Plans, shall be settled by Arbitration.

Works for economising Water.

XXXIX. If any Person employed on or using the Navigation shall at any Time knowingly and wilfully waste or permit to be wasted any

Penalty for wasting Water.

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of

River Lee Water Act, 1855.

of the Water by this Act vested in the Two Companies or either of them, or reserved to the Trustees, every Person so offending shall for every such Offence forfeit not exceeding Forty Shillings; and every such Penalty shall be recovered by the Trustees or the Two Companies, or One of them, under the Provisions "with respect to the Recovery of Damages not specially provided for, and Penalties" of "The Railways Clauses Consolidation Act, 1845."

Trustees to
repair Locks,
&c.

XL. The Trustees from Time to Time shall put and keep in good Repair and Condition all such Locks, Banks, and other Works and Portions of the Navigation as it may from Time to Time be necessary to put and keep in good Repair and Condition for the Purpose of securing to the Two Companies respectively the full and proper Use and Enjoyment of the Water by this Act vested in them, and their Rights with respect to such Water, and more particularly such of the same Locks, Banks, Works, and Portions as shall be immediately below or parallel with the Place or Places where the Two Companies or either of them shall from Time to Time be drawing Water, except *Ware* Lock, or any Lock to be substituted instead thereof, which shall be repaired as heretofore by the *New River* Company, and the Trustees shall not waste or permit or suffer any Waste or Leakage of any Water of the River.

If Trustees
fail to repair
Locks, &c.,
Companies
may do the
Work, at the
Expense of
Trustees.

XLI. At any Time after the Twenty-third Day of *April* One thousand eight hundred and fifty-seven, if and whenever the Trustees fail to put or keep in such Repair and Condition any of such Locks, Banks, Works, and Portions, or fail to prevent effectually, and to the Satisfaction of the Two Companies or either of them, all such Wastes and Leakage, the Two Companies or either of them, after Notice in Writing from their Clerk to the Clerk of the Trustees, left at the Office of the Trustees, and after the Expiration of Forty-eight Hours from the leaving of such Notice, may make and do all such Works and Things as shall be proper and sufficient for putting or keeping in such Repair and Condition such Locks, Banks, Works, and Portions respectively, and for effectually preventing such Waste or Leakage, and may deduct the Cost of the necessary Repairs in that Behalf from any Sums from Time to Time payable under this Act by the Two Companies or either of them to the Trustees, the Amount of such Cost to be, in case of Difference, settled by Arbitration.

Trustees, at
Request and
Expense of
Companies,
to cleanse
Channels, &c.

XLII. The Trustees from Time to Time, at the Request and Expense of the Two Companies or either of them, shall exercise all or any of the Rights, Powers, or Authorities of the Trustees for the Purpose of cleansing, clearing, or repairing any of the Channels, Cuts, or Courses of the River, whether navigable or not: Provided always, that in the Cases by this Act expressly provided for of Repairs

River Lee Water Act, 1855.

Repairs to be made by the Trustees at their own Expense, neither of the Two Companies, though requesting the Trustees to make such Repairs, shall be liable to the Expense thereof.

XLIII. Within Three Years after the passing of this Act the Trustees shall expend Thirty thousand Pounds, Part of the Forty-two thousand Pounds to be paid to them by the *New River* Company, so far as the same will go, in executing, so far as the same are authorized under the recited Acts relating to the Trustees, and unless and except so far as the Trustees and the Two Companies otherwise agree, in the following Order, the following Works, and in paying for the Land necessary for the same; to wit,

Specified
Works to be
executed by
Trustees.

First, *Old Ford* Lock shall be replaced by a Pair of Locks with communicating Sluices, one of those Locks to be Ninety-six Feet long and Eighteen Feet Six Inches wide in clear Inside Measure, and the other of those Locks to be Ninety Feet long and Sixteen Feet wide in clear Inside Measure; the *Hackney* Cut between *Old Ford* Lock and *Homerton* Lock may be raised to the Level of *Lee Bridge* Cut; *Homerton* Lock may be removed, but before such Removal the Trustees shall provide a suitable Place between *Homerton* Lock and *Lee Bridge* for inserting Stop Planks, which shall be inserted there, and shall be so made and maintained by the Trustees as effectually to prevent all Escape of Water whenever they draw down the Water at or above *Old Ford* Lock, for its Repair or Alteration, or for any other Purpose:

Secondly, *Stanstead* Lock and Weir shall be removed; *Field's* Weir Level shall be carried back to near *Amwell Marsh*, where a new Lock shall be built of no greater Dimensions than *Tottenham* Lock; *Hardmead* Lock shall be rebuilt:

Thirdly, *Tottenham* Lock may be raised to a Fall of Nine Feet Eight Inches, and the Banks thence to *Stonebridge* Lock may be proportionately raised; *Edmonton* Lock may be removed; the Level of *Stonebridge* Cut may be raised; *Stonebridge* Cut may be continued up to *Picket's* Lock, where a new Lock may be built suitable to the new Fall caused by those Alterations; and no such new Lock shall be built of less Width than Thirteen Feet Eight Inches.

XLIV. Those several Works to be executed by the Trustees shall be executed to the Satisfaction of the Engineer of the Trustees; and whenever he shall give to the Trustees his Certificate that any Monies have been duly expended on any of those Works, or in paying for any Land necessary for the same, and until the whole of the Sum of Thirty thousand Pounds to be, as by this Act provided, paid by the *New River* Company to the Trustees by Instalments, is so paid, the *New River* Company shall, within Seven Days after the Delivery to them

Certificates
of Comple-
tion of those
Works

River Lee Water Act, 1855.

them of every such Certificate, pay to the Trustees the Amount so therein specified, with such Interest thereon as by this Act provided.

Providing by Companies of Land for Trustees of some of those Works.

XLV. The Two Companies or either of them, and the Trustees, from Time to Time may agree for the providing by the Two Companies or either of them for the Trustees of any Lands requisite for the raising of the Banks of the Navigation on the Eastern and Western Sides of the Cut between *Tottenham Lock* and *Stonebridge Lock*, and on the Eastern Side of the Cut between *Homerton Lock* and *Old Ford Lock*, and also of the Land on which *Tottenham Lock* and the new Cut respectively stand, except the Eastern Bank of the new Cut above and below *Tottenham Lock*; and every such Agreement may be on such Terms and Conditions as the Parties thereto think fit, and may and shall be carried into execution accordingly.

Companies to manage the France Weir.

XLVI. The Two Companies shall henceforth manage and be responsible for the due Management of the *France Weir*, and shall be entitled to the Interest and subject to the Liabilities of the Trustees in and with respect to the adjacent Weirs and Cuts as expressed in a Deed relating thereto dated the Seventeenth Day of *March* One thousand eight hundred and forty.

Companies to repair Works.

XLVII. The Two Companies respectively shall put and keep in good Repair and Condition all such Works belonging to them respectively as it may from Time to Time be necessary to put and keep in good Repair and Condition for the Purpose of preventing Waste of Water.

Provision as to Section 30. of Trustees Act of 1850.

XLVIII. Section Thirty of "The Trustees Act of 1850," providing that the Trustees shall not make any Cut, Lock, Tide Gate, or other Alteration or Work of or in the Navigation of the *River Lee* in any Place between the *Old Ford Lock* and *Bromley Lock* until a Sewer and other Drains as therein described shall have been made for draining Property of the *East London Waterworks*, and of Messieurs *Farnan* and Sons, shall, upon the *East London Company*, under their Common Seal, and Messieurs *Farnan* and Sons, their Heirs, Executors, Administrators, or Assigns, under their Hands, declaring their Consent to the Repeal of the same, become null and void.

Provision as to Section 39. of Trustees Act of 1850.

XLIX. Notwithstanding the Provisions of Section Thirty-nine of "The Trustees Act of 1850," but without Prejudice to the Provisions of Section Forty of that Act, the Conveyance by the first-mentioned Section provided for to the Trustees of the Compensation Reservoir may, if the *East London Company* so think fit, be subject to any Exceptions and Reservations for them and all other Persons interested in the now existing Right and Passage of Drainage into and through the Compensation Reservoir, and in order to secure the Preservation thereof, of the Mouth of the Sluices, and also of any Part of the

Barrier

River Lee Water Act, 1855.

Barrier Bank which that Company may think necessary, but subject to the Obligation of their maintaining the Part so retained by them of that Bank.

L. If the *East London Company* so require, the Trustees shall, at their Request, release them from the Obligation imposed on them by Section Forty-one of "The Trustees Act of 1850."

Provision as to Section 41. of Trustees Act of 1850.

LI. Subject to the Provisions of Section Forty-three of "The Trustees Act of 1850," the *East London Company* may lay Pipes and Services and execute Works at any Point, not being within Five Furlongs of the Junction of the *Stort* with the *River Lee*, under or over the Navigation.

Pipes for East London Company under Navigation, &c.

LII. In case the Two Companies or either of them shall consider it necessary, the Trustees shall, at the Expense of the Two Companies or either of them, make and maintain such Gates, either with or against the Stream, or both, as may be required, across the Tail of the *Walthamstow Copper Mill*.

Companies may require Gates across Copper Mill Tail.

LIII. The Quantities of Water from Time to Time taken by the Two Companies respectively from the River, and in the River at *Field's Weir*, shall respectively from Time to Time be taken, measured, observed, and registered by such Gauges and in such Manner as the Two Companies from Time to Time agree on, and all such Gauges shall be furnished with such Apparatus as shall be proper and sufficient for duly measuring and registering the respective Quantities of Water.

Water taken by Companies to be gauged.

LIV. And for the Purpose of limiting the Water to be taken by the *New River Company* to the said Quantity of Two thousand five hundred Cubic Feet *per Minute*, the said *New River Company* shall, within Twelve Months from the passing of this Act, in lieu of the Gauge and Standards now required by the said Act of the Twelfth *George* the Second, construct, and shall from Time to Time maintain and keep in proper Repair and Condition, a Gauge which shall limit the Water so to be taken to a Quantity not exceeding Two thousand five hundred Cubic Feet *per Minute*, such Gauge to be constructed under the Inspection of and to the Satisfaction of an Engineer to be appointed for that Purpose by Her Majesty's Secretary of State for the War Department; and the said Gauge shall at all Times be open to the Inspection of the Companies, of the Trustees of the *River Lee*, of the Owners and Occupiers of Mills, and of Her Majesty's Officers of Ordnance; and if and whenever the said Gauge shall be out of repair, inaccurate, or insufficient, Her Majesty's Secretary of State for the War Department, giving not less than Ten Days Notice of his Intention in that Behalf to the *New River Company*, together with a Plan and Specification of the Works required, may, in case such Want of Repair continues, do all such Works as shall be specified in such Notice, or,

For erecting a self-acting Gauge.

[Local.]

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in

River Lee Water Act, 1855.

in case of Disputes, be settled by Arbitration as proper and sufficient for repairing the said Gauge, or making it accurate and sufficient; and the *New River* Company shall, on Demand, repay to the said Secretary of State the Expense of doing such Works and Things as aforesaid, and the same, if not so repaid, may be recovered from the *New River* Company by Information at the Suit of Her Majesty's Attorney General at the Court of Exchequer at *Westminster*.

New River
Company to
deposit
Drawings of
Gauge.

LV. The *New River* Company shall deposit with the Clerks of the Peace for the Counties of *Hertford*, *Essex*, and *Middlesex* accurate Drawings of the said Gauge, and such Drawings shall be sufficient Evidence in all Courts and for all Purposes of the Nature, Construction, and Operation of the said Gauge; and the said Drawings shall at all Times be open to the Inspection of the Companies, of the Trustees, of the Owners and Occupiers of Mills, and of Her Majesty's Officers of Ordnance.

Examination
of Gauges.

LVI. Each of the Two Companies from Time to Time shall afford to the other all proper and sufficient Facilities for inspecting, examining, and testing the Accuracy and Sufficiency of the several Gauges from Time to Time provided or in use by them respectively for any of the Purposes of this Act, and for measuring and registering, by means of such Gauges or otherwise, the Quantities of Water which from Time to Time are or ought to be measured by such Gauges respectively.

Repair of
Gauges.

LVII. If and whenever any such Gauge belonging to either of the Two Companies is ascertained by the other Company to be out of repair, inaccurate, or insufficient, that Company, giving not less than Eight Days Notice of their Intention in that Behalf to the Company to which the Gauge belongs, may, in case such Want of Repair continues, do all such Works and Things as shall be proper and sufficient for repairing such Gauge, or making it accurate or sufficient, and that Company shall, on Demand, repay to the Company doing such Works and Things the Expense thereof: Provided always, that if any Difference arise between the Two Companies as to any such Want of Repair, Inaccuracy, or Insufficiency, or as to any such Works or Things, the Difference shall be settled by Arbitration.

Differences
as to Gauges
to be settled
by Arbitra-
tion.

LVIII. Provided always, That if any Difference arise between the Two Companies respectively as to the Propriety or Sufficiency of the Gauge specified in the recited Act of the Twelfth Year of *George* the Second, or of any Alteration thereof, or of any Gauge substituted or proposed to be substituted for the same, or of any other Gauge from Time to Time provided by the Two Companies or either of them, for any of the Purposes of this Act, or as to the Mode in which the Quantities of Water taken by the Two Companies respectively from the River and in the River at *Field's* Weir shall be taken, measured, observed, or registered, or as to the Propriety or Sufficiency of any Gauge

River Lee Water Act, 1855.

Gauge or other Means theretofore agreed or determined on for the Purpose of taking, measuring, observing, or registering the same, every such Difference shall be settled by Arbitration.

LIX. If the Two Companies or either of them so think fit, they may, within Two Years after the passing of this Act, purchase from the Trustees, who (being willing so to do) shall within such Two Years sell to them, the Interest of the Trustees in *Chingford* Mill and *Charlton* Mill, or either of them, and the Tolls and Property of the Trustees held therewith respectively: Provided always, that, unless the Two Companies or One of them and the Trustees otherwise agree, the Sum to be paid by the Two Companies or either of them for such Purpose shall be ascertained by Valuation according to the Provisions of "The Lands Clauses Consolidation Act, 1845."

Companies
may pur-
chase In-
terest of
Trustees in
Chingford
Mill, &c.

LX. Provided always, That the Rights, Interests, Powers, and Authorities of the Trustees shall be subject and without Prejudice to all such Powers and Authorities as the Two Companies or either of them from Time to Time have for the making of any intercepting Drains for excluding foul Waters from their respective Supplies of Water, and for the Discharge of such intercepting Drains into the Navigation, and for altering and removing from Time to Time their respective Supply Heads, the Mode of Entry and Mouth of such intercepting Drains being made to the Satisfaction of the Engineer for the Time being of the Trustees, or, in case of Dispute, an Umpire, as herein-after described.

Intercepting
Drains, &c.,
for Com-
panies.

LXI. Except as by this Act otherwise provided, the Two Companies respectively shall indemnify the Trustees against all Claims by Mill-owners or others for Compensation on account of any Abstraction of Water by the Two Companies or either of them, or on account of the Exercise by the Two Companies or either of them of any of their Powers and Authorities under this Act.

Companies to
indemnify
Trustees
from Claims
for Compens-
ation.

LXII. Provided always, That the Trustees shall not be entitled to claim against the Two Companies or either of them, with respect to any Weirs, Falls, Mills, or Fisheries, or any other Rights or Privileges now belonging to or enjoyed by the Trustees, any Compensation on account of any Abstraction of Water or any other incidental Damage or Injury from Time to Time occasioned by the Exercise by the Two Companies or either of them of any of their Powers and Authorities under this Act.

Trustees not
to claim Com-
pensation
from the
Companies
for Abstrac-
tion of
Water, &c.

LXIII. The Trustees on the one hand and the Two Companies on the other hand, and the *New River* Company on the one hand and the *East London* Company on the other hand, from Time to Time may enter into such Agreements as they respectively think fit for the Purpose of executing or carrying into effect any of their respective

Agreements
between
Trustees and
the Two
Companies
as to their
Powers
under Act.

River Lee Water Act, 1855.

Powers and Authorities, and for vesting in or securing to them respectively their respective Rights and Interests under this Act; and every such Agreement may be on such Terms and Conditions as the Parties thereto think fit, and may and shall be carried into effect accordingly; provided, that no such Agreement so to be made by the Trustees or the Companies shall in any Manner contravene the Provisions of this Act for the Maintenance of the said Navigation.

Exercise of Powers of Act by either Company alone.

LXIV. Provided always, That in every Case in which it shall be requisite for the Purposes of the Supply of Water by either of the Two Companies, or for the Preservation of the Quantity or Quality of the Water to be supplied by that Company, or otherwise for the Protection of that Company, that any of the Powers or Authorities of this Act should be exercised by the Two Companies, and the other Company shall fail to concur in the Exercise thereof with the Company requiring the Exercise thereof, then, but subject and without Prejudice to the respective Rights of the Two Companies *inter se*, and notwithstanding the Pendency of any Arbitration with respect to any Difference thereon, but subject and without Prejudice to the Result of such Arbitration (if any), the Company requiring such Exercise may exercise with respect to the Matter in question the Powers and Authorities under this Act of the Two Companies.

Differences under Act to be settled by Arbitration.

LXV. If and whenever any Difference shall arise between the Trustees and the Two Companies or either of them with respect to the Exercise of any of the Powers or Authorities of this Act, or with respect to anything to be done, authorized, or suffered for any of the Purposes of this Act, or otherwise with respect to the Execution or Operation of this Act, every such Difference shall be settled by Arbitration.

Incorporation of Arbitration Clauses of Companies Clauses Act.

LXVI. The Provisions "with respect to the Settlement of Disputes by Arbitration" of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act, and, subject to the Provisions of this Act, shall apply to all Arbitrations under this Act.

Appointment of single Arbitrator.

LXVII. For the Purposes of Arbitration under this Act, the Trustees and the Two Companies shall, within One Month after the passing of this Act, and in the then next and every subsequent Month of *December*, appoint One Person, being a Civil Engineer, to be the single Arbitrator until the End of the Month of *December* next after the Month in which he is appointed: Provided always, that if the Trustees and the Two Companies differ with respect to the Person to be appointed the Arbitrator, then and in every such Case the Board of Trade, on the Application of the Trustees and the Two Companies or either of them, may appoint One competent and impartial Person, being a Civil Engineer, to be the single Arbitrator until the End of the Month of *December* next after the Month in which he is appointed.

LXVIII. Every

River Lee Water Act, 1855.

LXVIII. Every Matter which according to this Act is to be settled by Arbitration shall, and every Difference between the Trustees and the Two Companies or any Two of them which the Parties in Difference agree so to refer, may be referred to the single Arbitrator: Provided always, that if the single Arbitrator fail to make his final Award on any Matter referred to him within Three Months after it is so referred, then and in every such Case the Matter so referred, or the Part thereof on which he so fails to award, shall be determined by Arbitration, according to the Provisions "with respect to the Settlement of Disputes by Arbitration," of "The Companies Clauses Consolidation Act, 1845."

Reference to Arbitration.

LXIX. In any Arbitration under this Act the Arbitrator or Arbitrators or Umpire from Time to Time may make several Awards, each as to Part of the Matter referred, instead of One Award as to the whole Matter; and every such Award on Part of a Matter shall, as to the Part thereof thereby duly awarded on, be a final and conclusive Award as if that Part were the whole Matter referred.

Arbitrators may make several Awards instead of One.

LXX. All the Costs, Charges, and Expenses of and incident to any Reference and Arbitration under this Act shall be duly ascertained and determined by the Arbitrator or Arbitrators or Umpire, and shall be borne by the Parties in difference or any of them, and if by more than One Party, in such Proportions as the Arbitrator or Arbitrators or Umpire shall award.

Cost of Reference.

LXXI. Nothing in this Act shall exempt the Two Companies or either of them from the Provisions of "The Metropolis Water Act, 1852."

Not to exempt Companies from Metropolis Water Act.

LXXII. Provided always, That nothing in this Act contained shall prevent any Owner or Occupier of Land through which the Water flowing into or down the River *Lee* passes from taking and using such Water for any agricultural, domestic, or sanitary Purposes within his own Household or Estate.

Owners, &c. of Lands above Lock at Hertford may take Water.

LXXIII. Nothing in this Act contained shall prejudice, diminish, or affect any of the Rights, Powers, or Authorities vested in the Mayor, Aldermen, and Burgesses of the Borough of *Hertford*, particularly the Right of Water Power by which the Pumps of the Waterworks of the said Mayor, Aldermen, and Burgesses are worked; and the Right of the said Mayor, Aldermen, and Burgesses to take Water from the River *Lee* by means of the present or any future Waterworks within the said Borough shall be limited not to exceed daily One hundred thousand Gallons, the estimated Quantity at present taken, and such further Quantity beyond the One hundred thousand Gallons as shall be necessary to make up a Supply of Twenty-five Gallons *per Head* daily upon the Population of the said Borough for the Time being supplied with Water; and the said Borough shall mean the Municipal Borough.

Respecting the Rights of the Mayor, &c. of Hertford.

[*Local.*]

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LXXIV. For

River Lee Water Act, 1855.

For Protec-
tion of the
Regent's
Canal
Company.

LXXIV. For the Protection of the Company of Proprietors of the *Regent's Canal* (herein-after called the Canal Company),

1. Nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Canal Company, either under the several Acts passed for making and maintaining that Canal or the *Limehouse Basin*, or any other Acts relating thereto, or to which the Canal Company are entitled in respect of the Waters of the *River Lee*, under any Agreement between the Trustees and the Canal Company, and (except only as is by this Act provided with respect to the Quantity of Water to be taken by the *New River Company* through the Marble Gauge) the Waters of the *River Lee*, so far as they are by any such Agreement made liable to be applied for the Purposes or Benefit of the Canal Company, shall, notwithstanding anything in this Act contained, remain so liable:

2. Nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in *Sir George Duckett* or his Assigns, under the Act for making and maintaining the *Hertford Union Canal*, or under any other Act relating thereto.

Saving the
Rights of the
Board of
Ordnance.

LXXV. Except so far as the same are by this Act specially altered, nothing in this Act shall prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of Her Majesty's Secretary of State for the War Department, or prohibit, defeat, alter, or diminish any Power, Authority, Interest, or Jurisdiction which immediately before the passing of this Act that Secretary of State, as the Successor to the Master General and the Principal Officers of Her Majesty's Ordnance, did or might lawfully claim, use, or exercise.

Saving
Rights of the
Ware Local
Board.

LXXVI. Except so far as the same are by this Act specially altered, this Act or anything therein shall not take away, alter, abridge, lessen, or prejudicially affect any Property, Right, Remedy, Protection, Power, Authority, Privilege, Exemption, or Benefit vested in or now enjoyed or exercised by the *Ware Local Board of Health*, but, except as aforesaid, all such Property, Rights, Remedies, Protections, Powers, Authorities, Privileges, Exemptions, or Benefit shall be and remain in full Force and Effect, and shall be available for the Benefit of the said Board, in the same Manner to all Intents and Purposes as if this Act were not passed.

Rights of
Tottenham
Local Board
of Health
not to be
affected.

LXXVII. Except so far as the same are by this Act specially altered, this Act or anything therein shall not take away, alter, abridge, lessen, or prejudicially affect any Property, Right, Remedy, Protection, Power, Authority, Privilege, Exemption, or Benefit vested in or now enjoyed or exercised by the *Tottenham Local Board of Health*.

River Lee Water Act, 1855.

Health, but, except as aforesaid, all such Property, Rights, Remedies, Protections, Powers, Authorities, Privileges, Exemptions, or Benefit shall be and remain in full Force and Effect, and shall be available for the Benefit of the said Board, in the same Manner to all Intents and Purposes as if this Act were not passed.

LXXVIII. Except so far as the same are by this Act specially altered, this Act or anything therein shall not take away, alter, abridge, lessen, or prejudicially affect any Property, Right, Remedy, Protection, Power, Authority, Privilege, Toll, Duty, Exemption, or Benefit vested in or now enjoyed or exercised by the Undertakers of the *Stort Navigation*, but, except as aforesaid, all such Property, Rights, Remedies, Protections, Powers, Authorities, Privileges, Tolls, Duties, Exemptions, or Benefit shall be and remain in full Force and Effect, and shall be available for the Benefit of the Undertakers of the *Stort Navigation*, in the same Manner to all Intents and Purposes as if this Act were not passed.

Saving
Rights of
Undertakers
of the Stort
Navigation.

LXXIX. Except so far as the same are by this Act specially altered, this Act or anything therein shall not take away, alter, abridge, lessen, or prejudicially affect any Property, Right, Remedy, Protection, Power, Authority, Privilege, Toll, Duty, Exemption, or Benefit vested in or now enjoyed or exercised by the Trustees, but, except as aforesaid, all such Property, Rights, Remedies, Protections, Powers, Authorities, Privileges, Tolls, Duties, Exemptions, or Benefit shall be and remain in full Force and Effect, and shall be available for the Benefit of the Trustees in the same Manner to all Intents and Purposes as if this Act were not passed.

Saving
Rights of the
Trustees of
the River
Lee.

LXXX. Except as regards the Interpretation of the said Act of the Twelfth Year of King *George the Second*, Chapter Thirty-two, nothing in this Act shall affect the Claim for Compensation and Right secured to the City Mills by the *Lee Navigation Improvement Act*, 1850, or shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being, as Conservator of the said *River Thames*, or otherwise, did or might lawfully claim, use, or exercise.

Rights of
Mayor, &c.
of London,
not to be
affected, &c.

LXXXI. That for the Purpose of satisfying the Rights of *James Poulter Manser* under a Lease granted to him by the said Trustees, the *New River Company* shall at all Times during the Continuance of such Lease, unless the Company and the said *James Poulter Manser* or his Assigns shall otherwise agree, and subject to any existing Rights

Working
Power to be
secured to
Charlton
Mill.

of

River Lee Water Act, 1855.

of the Trustees to draw down Water, and unless prevented by Frost or inevitable Accident, whenever, after the End of Six Months from the passing of this Act, the Water flowing down to *Charlton* Mill by the River *Lee*, and applicable to the Use of the said Mill, shall be less than Four thousand Cubic Feet *per Minute*, provide, either by pumping Water into the Pond at the Head of the said Mill, or by the Application of Steam Power, such further Power at the said Mill as shall, together with the Water then flowing by the said River, or if there be more then as shall alone, be equal to the Power of Four thousand Cubic Feet *per Minute* at such Mill, such Steam Power to be supplied to the Satisfaction of Two Engineers, to be appointed, one by the said *James Poulter Manser*, his Executors, Administrators, or Assigns, and the other by the said *New River Company*, and an Umpire to be appointed by them; and in case of any Default by the Company in such Supply of Water or Power the said Company shall pay a Sum of Ten Pounds to the said *James Poulter Manser*, his Executors, Administrators, or Assigns, for each and every Day during which such Default shall continue after Twenty-four Hours Notice in Writing thereof, to be recovered in any Court of competent Jurisdiction.

Saving
Rights of the
Two Com-
panies.

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

Saving
Rights of the
Admiralty.

LXXXIII. Nothing in this Act contained shall diminish, prejudice, take away, alter, suspend, or affect any Right, Power, Authority, Privilege, or Jurisdiction of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or of the Commissioners for executing the Office of Lord High Admiral aforesaid.

Expenses of
Act.

LXXXIV. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Two Companies, and, except so far as they otherwise agree, in equal Shares.

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