

ation of gas-light companies, which authorises such corporations to lay their pipes through the streets of cities and villages, with the consent of the municipal authorities, does not exempt them from the risk of their location, and they may be required to make, at their own cost, such changes as public convenience or security requires." *National Water Works Co. v. City of Kansas* (1886), 28 Fed. Rep. 921, it was held that "a water company laying its pipes in the streets of a city, under a contract with the city, does so subject to the right of the city to construct sewers in the said streets whenever and wherever the public interest demands; and if, in consequence of the exercise of this right, the company is compelled to relay its pipes, it can maintain no claim therefor against the city, unless the action of the city is unreasonable or malicious. An allegation that the sewer might have occupied other space in the street is not equivalent to an allegation that the city acted unreasonably or maliciously. Mr. Justice Brewer, in his judgment at p. 922, said: "An ordinance was passed authorising plaintiff to construct waterworks, the provisions of which, being accepted by the plaintiff, constituted the contract between the parties. In this ordinance it was provided as follows: 'The city reserves to itself the right, at all times, to make and enforce all reasonable and proper regulations as to the place where pipes may be laid in the streets, and the conducting of all operations thereon and therein by said company.' Also that the city of Kansas, by its authorized agent or agents, shall have a right to designate on what streets water-pipes shall be laid, and the places at which hydrants shall be located; but said company shall not be required to lay pipes on any street on which the grade shall not have been established, and the places for the location of hydrants shall be designated by the city, as aforesaid, at such times and in such manner as not to impede or interfere with the laying of pipes by the company. The plaintiff contends that by this contract it was bound to lay its water-pipes in this street, that it did lay it in the place and manner by the city directed, and thereby acquired such a vested property right in an undisturbed location and possession that any future trespass upon or invasion thereof, like any other attack on private property, would subject the city to an action for damages; while the contention of the city is that the matter of sewerage is one affecting the public health; that it could not if