



ANNO QUINQUAGESIMO NONO

# GEORGI III. REGIS.

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*Cap. xxxii.*

An Act for supplying with Water the Town of *Burnley*, and a certain Part of the Township of *Habergham Eaves*, both in the Parish of *Whalley*, in the County Palatine of *Lancaster*.

[19th May 1819.]

**W**HEREAS the Inhabitants of the Town of *Burnley*, and that Part of the Township of *Habergham Eaves* adjoining thereto, both in the Chapelry of *Burnley*, in the Parish of *Whalley*, in the County Palatine of *Lancaster*, are not at present well or conveniently supplied with Water : And whereas the Inhabitants of the said Town and Township are subject to great Inconvenience and Danger in case of Fire, for want of a sufficient Supply of Water ; and it would tend to the Protection and Preservation of the Lives and Property of the said Inhabitants, if a constant Supply of Water were obtained from a certain Spring called the *Calf Hey Well*, situate in the Township of *Briercliffe with Extwistle*, in the said County, was conveyed by Means of Pipes throughout the said Town and the aforesaid Part of the said Township : And whereas the several Persons herein-after named are willing and desirous, at their own Costs and Charges, to effect the Purposes aforesaid ; but the same cannot be carried fully and completely into Execution without the Aid and Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and

[*Local.*]

8 M

Commons,

Proprietors.

Commons, in this present Parliament assembled, and by the Authority of the same, That *Robert Townley Parker, Peregrine Edward Towneley, John Hargreaves, Thomas Holgate, James Hargreaves, Joseph Maffey the younger, James Roberts, William Hindle, Robert Holgate, Reginald Hargreaves, William Roberts the younger, John Moore, George Holgate, Richard Chaffer, Richard Pilkington, William Roberts the elder, Robert Lupton, William Slater, Joshua Fielden, John Knowles, Nathan Firth, Miles Veevers, Lionel Blakey, Joseph Blakey, William Smith, Robert Parker, Thomas Tattersall, James Heap, Jeremiah Waddington, William Beanland, Ann Hugginson, Sarah Hugginson, John Sutcliffe, Thomas Brookes, James Folds, Brown Fletcher, William Pate, Lawrence Halsted, Webster Fishwick, Edward Lovat, Joseph Maffey, Lawrence Schofield, Edward Livesey, William Midgley, Richard Hartley, Thomas Kay, Thomas Grimshaw, John Raws, and Henry Eastwood*, together with such other Person or Persons as shall at any Time hereafter be possessed of One or more Share or Shares in the said Undertaking for supplying the said Townships of *Burnley and Habergbam Eaves* with Water, and the Successors, Executors, Administrators and Assigns of the said several Persons, and such other Persons as last mentioned, who shall become possessed of their respective Share or Shares, or any of them, shall, as and when they become so possessed, be and they are hereby united into a Company for making, completing, maintaining, and continuing the Works and Conveniences hereby authorized to be made, according to the Provisions herein-after contained, and shall for that Purpose be One Body Politic and Corporate, by the Name of "The Company of Proprietors of the *Burnley Waterworks*," and by that Name shall have perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall also have full Power to purchase and become seised and possessed of Lands and Tenements, to hold to them, their Successors and Assigns, for the Use of the said Undertaking, and without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain.

Incorporated.

Proceedings to be entered in Books.

II. And be it further enacted, That all Orders and Proceedings of the said Company of Proprietors shall be entered in a Book or Books to be kept for that Purpose; and such Orders and Proceedings, so entered and signed by the Chairman appointed at each respective Meeting, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts and Places whatsoever.

General Meetings of Company to be holden, and Managers and Officers to be appointed.

III. And be it further enacted, That for the better managing and conducting the Affairs of the said Company of Proprietors, and the Business of the said Undertaking, General Meetings of the said Company shall from Time to Time be holden; and that a Treasurer and Clerk, and such other Officers as shall be thought necessary by the said Company, shall from Time to Time be appointed by the said Company in such General Meeting assembled, with such Authority over the Concerns of the said Company, and subject to such Orders, Provisions, Rules, Regulations and Directions for their Conduct and Removal, and Re-appointment of them or others in their Stead, as shall from Time to Time be made and entered into by the said Company; and the Treasurer, Clerk, and other Officers of the said Company shall be allowed such Salaries and Compensation for their Trouble and Expences, and the Treasurer and other Officers of the said Company who shall have the Care or Custody of Money belonging to the said Company shall give, and the said Company shall take from them

them such Security and Securities, from Time to Time, for the due Discharge and Execution of the Duties of such their respective Offices, and for the Money that may happen to come or to be in their Hands as such Officers, and such Officers shall enjoy their said Offices upon such Terms and Conditions, as shall be ordered by the said Company so as aforesaid assembled; and the said Company of Proprietors shall have Power and Authority from Time to Time to make such Rules, Bye Laws, and Orders for the good Government of the said Company and their Concerns, and the Conduct, Duty, Authority, Regulation and Government of their Managers and other Officers, Servants, Agents and Workmen in all respects (and which Rules, Bye Laws and Orders shall accordingly be binding upon them), and for the Superintendance and Management of the said Undertaking, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons who shall offend against such Rules, Bye Laws and Orders, not exceeding the Sum of Five Pounds for any One Offence, and from Time to Time to alter or repeal the said Bye Laws, Rules, Orders and Regulations, as to the said Company so assembled shall seem meet; which said Rules, Bye Laws, Orders and Regulations, being reduced into Writing and entered in the Order Book of the said Company, and authenticated by the Common Seal thereof, shall be binding upon and allowed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided that they be not contrary to or repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to the Provisions and Directions in this Act contained, or to any of them; and such Bye Laws, Rules, Orders and Regulations, and any Alteration thereof, shall be printed and be subject to Appeal as herein-after mentioned.

Security to be taken from Officers.

Powers of General Assemblies, to make Bye Laws.

IV. And be it further enacted, That the said Company of Proprietors shall and they are hereby required at their first or some subsequent General Assembly, to cause the Names and proper Additions of the several Persons who shall be then entitled to the Shares in the said Undertaking, with the Number of the Shares, or the Amount, of all the Subscriptions which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk to the said Company of Proprietors; and after such Entry made, to cause the Common Seal of the said Company of Proprietors to be affixed thereto, and shall cause a Ticket or Instrument, with the Common Seal of the said Company of Proprietors affixed thereto, to be delivered to every such Subscriber, upon Demand, specifying the Share or Shares to which he or they is or are entitled in the said Undertaking; and such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscriber, his or her Executors, Administrators, and Assigns, to the Share or Shares therein specified; but the Want of such Ticket or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Ticket or Instrument may be in the Words or to the Effect following; *videlicet*,

Names of Proprietors to be entered, and Tickets of their Shares delivered to them.

‘ *The Company of Proprietors of the Burnley Waterworks.*

‘ Number

‘ THESE are to certify, That *A. B.* of  
‘ of the Share, Number

is a Proprietor  
being One Share of the  
‘ *Burnley*

‘ *Burnley* Waterworks, subject to the Rules, Regulations and Orders of  
 ‘ the said Company of Proprietors; and that the said *A. B.* his [*or her*]  
 ‘ Executors, Administrators [*or Successors*] and Assigns, is and are entitled  
 ‘ to the Profits and Advantages of such Share. Given under the  
 ‘ Common Seal of the said Company, the Day of  
 ‘ in the Year of our Lord .’

Calls for  
 Subscription  
 Money.

Questions to  
 be decided  
 by a Majority  
 of Votes in  
 Person or by  
 Proxy.

Chairman to  
 have Casting  
 Vote.

V. And be it further enacted, That the said Company of Proprietors shall have Power from Time to Time to make, or cause to be made, such Call or Calls on the Subscribers to the said Undertaking, their Executors or Administrators, to be paid to the Treasurer to the said Company for the Time being, of all or of any Part or Parts of the Money subscribed and engaged to be paid by them respectively, for the Purpose of defraying the Expences of obtaining this Act, and of making Surveys, and taking other Measures preparatory or relating to the said Undertaking, and of carrying on the Concerns of the said Company, as shall from Time to Time be found wanting and necessary for those Purposes, upon such Notice, and to be paid at such Times and Places, and in such Manner and Form, and under the Penalty of the Subscriber or Subscribers, Proprietor or Proprietors neglecting to comply with such Call or Calls, forfeiting his, her, or their Share or Shares upon such Notice and Omission in Payment, and in such Manner and Form as shall from Time to Time be ordered by the said Company assembled at a General Meeting; and such Share or Shares so forfeited, and all the Profits and Benefits thereof, shall be vested in the said Company, exclusive of the Person so forfeiting the same, in proportion to their Shares, or shall be sold for the Benefit of the said Proprietors in such Proportion as aforesaid, exclusive of such Person or Persons so forfeiting, according as shall be ordered by the said Company in General Meeting assembled; but no Advantage shall be taken of any Forfeiture of any Share or Shares in the said Undertaking, until the same shall have been declared to be forfeited by the said Company at a General Meeting assembled; and the said Company of Proprietors assembled at such General Meeting shall have Power to adjourn themselves at such General Meetings, and order such future General Meetings of the said Company of Proprietors to be holden from Time to Time, to and at such Place or Places as shall at any such General Meeting be thought proper and convenient; and every Question, Order, Matter or Thing which shall be proposed, discussed or considered by the said Company so assembled by virtue of this Act, shall be determined by a Majority of Votes of the Proprietors then present, and of Votes given by Proxy of Proprietors absent, under the Authority in Writing of such absent Proprietors appointing such Proxy or Proxies, being a Proprietor or Proprietors, and which Vote or Votes by Proxy or Proxies shall be effectual, to the same Purport and Extent as if given by the Proprietors respectively and personally appointing such Proxy or Proxies, and every Proprietor being to be considered on all Occasions as possessed of and entitled to give in Person or by Proxy so many Votes as he or she shall possess Shares in the said Concern; and if such Votes shall be equal, the Chairman presiding at such Meeting shall have the casting Vote as such Chairman, although he shall have given his Vote or Votes as a Proprietor; and every Question, if required by any Five or more Persons, having collectively Ten Votes, shall be determined by Ballot, to be entered upon and completed forthwith, in which Case the Chairman for the Time being shall as such in like Manner have a casting Vote; and

and the Appointment of the said Proxy or Proxies shall and may be in the Words or to the Effect following ; (that is to say),

‘ I of one of the Form of  
 ‘ Proprietors of the *Burnley Waterworks*, do hereby nominate, con- appointing  
 ‘ stitute and appoint Proxies.  
 ‘ of (being a Proprietor of the said Waterworks) to  
 ‘ be my Proxy, in my Name and in my Absence to vote, and give my  
 ‘ Assent or Dissent to any Business, Matter, or Thing relating to the said  
 ‘ Undertaking, that shall be mentioned or proposed at any Meeting of  
 ‘ the Proprietors of the said Undertaking, or any of them, as he the said  
 ‘ shall think proper, according to his Opinion and  
 ‘ Judgment, for the Benefit of the said Undertaking, or any Thing apper-  
 ‘ taining thereto. In Witness whereof I have hereunto set my Hand and  
 ‘ Seal, the Day of in the Year of  
 ‘ our Lord

Such Proprietor having appointed his or her Proxy as aforesaid, being hereby nevertheless authorized and empowered by any Instrument in Writing under his or her Hand and Seal for that Purpose, at his or her Will and Pleasure, to revoke and make void such Appointment, and in like Manner from Time to Time on future Occasions to appoint any other Person, under the like Restrictions, to act as Proxy for him or her in his or her Absence.

VI. And be it further enacted, That no Proprietor shall be entitled to any Vote at any of the Meetings of the said Company, unless he be the Proprietor of One Share in the said Undertaking, and that every Proprietor of Two Shares in the said Undertaking shall have the Power of giving One Vote at all Meetings of the said Company, and every Proprietor of Four or more Shares in the said Undertaking shall be entitled to Two Votes at all Meetings of the said Company ; but no Proprietor shall be entitled to more than Two Votes, whatever Number of Shares such Proprietors may hold. Proprietors of fewer than Two Shares to have no Vote : Proprietors of Four or more Shares to have Two Votes only.

VII. And be it further enacted, That all Shares in the said Undertaking, and the net Profits and Advantages thereof, shall be deemed Personal Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly. Shares to be deemed Personal Estate.

VIII. And be it further enacted, That it shall be lawful for the said Company of Proprietors, by themselves, their Managers, Servants, Workmen and Assistants, from Time to Time to resort unto, enter, view, examine, open, and cleanse the Well or Spring called *Calf Hey Well* or *Spring*, the Property of *Robert Townley Parker* Esquire, and to make, place and complete, open, cleanse and maintain, pull down, take up, renew, replace, and alter in Situation, or otherwise improve, continue, repair, and use, such Cisterns, Wells, and Reservoirs of Water, at or near the Place where the aforesaid Well and Spring rises, or in or near the Line of the Aqueduct or Aqueducts, Channel or Channels of Water to be made in pursuance of this Act, from the said *Calf Hey Well* through those Parts of the said Parochial Chapelry of *Burnley* which are called the Townships of *Briercliffe with Extwistle*, *Burnley*, and *Habergham Eaves*, and also such Pipes, Drains, Aqueducts and Conduits, Under-  
 [Local.] 8 N ground Power to make Cisterns and other Works;

ground Works, and other Conveniences above Ground for conveying the Water of the said Well or Spring, or a sufficient Part thereof for the Purposes aforesaid, towards and unto the said Town and Townships and through the same, and the Streets, Highways and Avenues thereof or leading thereto, and the Houses near the said Town and Townships respectively, and for lodging sufficient Quantities of Water for the Supply herein-before mentioned, as shall be deemed necessary for the said Company, and to supply such Cisterns, Wells and Reservoirs, Pipes, Drains, Conduits, and Aqueducts and other Works, whilst laying and making, altering or repairing, and when laid and completed, altered or repaired, with a sufficient Quantity of Water from the aforesaid Well or Spring for the Purposes aforesaid; and from Time to Time to set and place permanent Marks for ascertaining and finding out the Line and Situation of the said Pipes, Drains, Conduits, and Aqueducts under Ground; and for better effectuating the Purposes aforesaid, from Time to Time and as often as may be necessary to enter into and upon the Lands or Grounds where the aforesaid Well or Spring rises, or near thereto, and the Lands or Grounds of any Person or Persons, and the Highways, Streets, Avenues and Places lying between the said Well or Spring and the said Township, and in the same Township respectively, or near thereto, to take Levels, and for other Purposes of effecting the said Works, and to ascertain and mark out the Line of such Pipes, Aqueducts, Conduits and Drains, and the Situation of the said Cisterns, Wells, Reservoirs, and other Works and Conveniences, and to bore, dig, cut, trench, bank, place, remove, take and carry and use Earth, Clay, Stones, Rubbish, Trees, Roots of Trees, Gravel or Sand, or any other Matters and Things, in the laying and placing, making, altering and amending, continuing and repairing such Wells, Cisterns and Reservoirs, Pipes, Drains, Conduits, Aqueducts, and other Works and Conveniences as aforesaid, or which may hinder, prevent, or obstruct the same; and from Time to Time to make, place, repair, conduct, alter, amend, continue and use such other Pipes and Drains, and such Cocks, Valves, Branches, Plugs, Pumps, Machines, and other Implements, Utensils and Devices, in and about the aforesaid Works, as the said Company shall think proper; and from Time to Time to do, take, and use all such other Acts, Ways and Means, for the Purpose of collecting, conveying and bringing, and lodging, affording and distributing a sufficient Quantity of Fresh Water unto and into the said Townships of *Burnley* and *Habergham Eaves*, for the Use of the Inhabitants of the said Townships, from the aforesaid Well or Spring, and for completing and using, amending, improving, preserving and altering in Situation, or otherwise renewing, continuing and repairing the Works and Conveniences authorized by this Act, as may be deemed necessary and proper by the said Company, and to resort, pass and repass to and from the aforesaid Works, and carry and convey Materials and other Things to and from the same, from Time to Time, as often as shall be necessary for the Purposes aforesaid; they the said Company of Proprietors, their Managers, Agents, Officers, Workmen, and Servants, and all other Persons employed by them, doing as little Damage as may be in the Execution of the several Powers to them hereby granted; and the said Company of Proprietors leaving the said Well or Spring open and uncovered at the Place where the same riseth, so that the Water may be there taken, gathered and enjoyed by all Persons resorting thereto, in as full, ample and beneficial a Manner, and for the same Purposes, and to

doing as little Damage as may be, and leaving the Well open where the Spring arises, so that the Water may be there enjoyed as usual, &c.

all Intents and Purposes as hitherto; and for that Purpose making, and from Time to Time cleansing, repairing, and keeping in good repair such Well, Cisterns and Reservoirs at those respective Places, or near thereto, as may be necessary; and the said Company laying and placing the aforesaid Under-ground Pipes, Conduits and Drains, at least Three Feet below the Surface, and covering the same with Soil and otherwise; so as to restore the Surface of the Land and Ground, which the said Pipes, Drains, Conduits and Aqueducts shall pass, to its former Situation and Appearance, or as near thereto as may be, and as soon as may be; and the said Company of Proprietors making Satisfaction in Manner hereinafter mentioned to the Owners, Proprietors and all other Persons interested in the Lands, Tenements and Hereditaments respectively, which shall be used for the Purposes of this Act, or which shall be injured or damaged by means of the Exercise of any of the Powers hereby granted, or be by them sustained by reason of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company and their Managers, Officers, Agents, Servants, Workmen and Assistants, and all other Persons whomsoever, for what they or any of them shall do or cause to be done, under or by virtue of the Powers hereby granted. and making Satisfaction.

IX. And whereas a Map or Plan, describing the Line of the said intended Aqueduct and Conduit, and the Lands through which the same are intended to be carried, and the Situation of the intended Reservoirs, and a Book of Reference, containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, have been deposited at the Office of the Clerk of the Peace for the said County Palatine of *Lancaster*; be it therefore further enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace for the Time being, or his Deputy, and all Persons shall, at any reasonable Time, have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, such Copy or Copies to be made by the said Clerk of the Peace, or his Deputy, on being paid the Sum of One Shilling on every such Inspection, and at the Rate of Four-pence for every Seventy-two Words of such Copies; and the said Company of Proprietors, their Successors and Assigns, shall not, in laying and making such Aqueduct and Conduit of the aforesaid Water, deviate more than Sixty Feet from the Line or Course so described; nor make any Wells, Cisterns or Reservoirs in any other Lands, Grounds or Situations than so described, without the Consent in Writing of the Owner or Owners of the Lands or Grounds in which they shall so deviate or make such other Wells, Cisterns, or Reservoirs. Map and Book of Reference to remain with the Clerk of the Peace.

X. Provided always, and be it further enacted, That the Powers and Authorities by this Act given shall not extend or be construed to extend to empower or authorize the said Company of Proprietors to take or pull down, for the Purposes of this Act, any Dwelling House or other Building, or to take in or make use of any Orchard, Garden, Yard, Park, Paddock, planted Walk or Avenue to a House, or any inclosed Ground planted or set apart as a Nursery for Trees, or any Part thereof respectively, without the Consent in Writing of the Owner or Proprietor thereof first had and obtained. Not to take down Houses, &c. without Consent.

XI. Pro-

Waste Waters  
to be turned  
off at or near  
the Spring  
Head.

XI. Provided also, and be it further enacted, That the said Company of Proprietors shall turn off and discharge, or cause and procure to be turned off and discharged, such Spare or Waste Part of the Water of the aforesaid Spring as shall not be wanted for the Supply of the Inhabitants of the said Townships, and the Buildings and Houses therein now built or hereafter to be built, with such fresh and sufficient Water as herein-before mentioned, at the Spring-head, or so near thereto as that such Water, so turned off and discharged, may run and pass in the same Course as hath been usual, and so that the same may run and pass to its usual Course on a higher Level than the Dam or Reservoir of Water used and employed in turning and working the Machinery of a Cotton Mill or Factory situate in *Burnley* aforesaid, called the *Hesand Ford Mill*, and so that the Water so turned off may be used and employed at the said Mill.

Owners and  
Inhabitants  
of Houses,  
&c. may lay  
Pipes to  
those of the  
Company.

XII. And be it further enacted, That such of the Owners of Buildings within or Inhabitants of the said Townships of *Burnley* and *Habergham Eaves* as shall be desirous of having Water conveyed in Pipes into their Houses, Yards, or Offices, may and are hereby authorized and empowered, at their own Expence (having first obtained the Consent in Writing of such Person as the said Company of Proprietors shall authorize under their Common Seal to give such Consent, and also the Consent of the Owner or Owners, Occupier or Occupiers of any inclosed Lands or Grounds in which such Pipes shall be placed) to open the Ground between the said Company's Wells, Reservoirs, Main Pipes, Aqueducts, and the respective Houses, Buildings and Yards of such Owners or Inhabitants, and to lay down leaden or such other Pipes, and of such Bore, and continue them for such Term and Time as shall be agreeable to the said Company, and specified in such Writing giving such Consent as aforesaid, from such Houses, Buildings, and Yards, to communicate with the said Wells, Reservoirs, Aqueducts or Main Pipes, upon such Terms and Conditions, and such respective Owners of Buildings or Inhabitants agreeing to pay and paying to the said Company yearly, or at shorter Periods, such Rate or Rates, Sum or Sums of Money, for such Privilege and Water, as shall be mutually agreed upon between them; and in case of Default in Payment of any such Sum or Sums of Money so agreed to be paid, the same shall be recovered by the said Company, with Costs, by Distress and Sale of the Goods and Chattels of the Person or Persons respectively liable to pay the same, in the same Manner as Rents in Arrear upon common Demises may be recovered.

Mode of Re-  
covery of  
Water Rents.

Persons de-  
sirous of  
having  
Water may  
appeal, in  
case of any  
Difference  
with the said  
Company.

XIII. Provided always, and be it enacted, That in case any Difference shall arise between the said Company and the Person or Persons desirous of having the said Water, as to the Price to be paid to the said Company for the same, then and in every such Case every such Person or Persons may appeal to the next General Quarter Sessions of the Peace to be held in and for the said County, giving Fourteen Days Notice of such Intention to appeal, and of the Matter thereof, to the said Company of Proprietors, in Manner herein directed; and such Court shall have Power to determine and fix the Price to be paid, and the Period of Time for which such Price shall be paid, as the said Court shall think fit, for the said Water, and such Decision shall be final and conclusive between the said Parties; and the said Company are hereby required to supply every such Person or Persons  
so



so appealing, with Water at the Price and for the Period of Time which shall be so fixed by the said Court of Quarter Sessions.

XIV. And be it further enacted, That it shall be lawful for the said Company of Proprietors to cause any Pipe or Pipes, Drain or Aqueduct, which shall communicate with any of the Wells, Reservoirs, Pipes or Aqueducts of the said Company, without their Consent as aforesaid, and the Pipe or Pipes, Drains or Aqueducts of any Person or Persons respectively, so communicating, who shall negligently suffer the same, or the Cocks belonging thereto, to be out of Repair, so as to let the Water run waste and useless, or who shall make such Default in Payment as aforesaid, or at the End of the Term or Time agreed for such Pipes and Aqueducts remaining, or when it shall be necessary for the Alteration or Amendment of the said Company's Pipes or Works to be stopped and separated from the Wells, Reservoirs, Aqueducts and Pipes of the said Company, and the Water to be stopped from issuing or running therefrom by Means of such Pipes, Drains or Aqueducts so authorized to be stopped and separated; and if any Person shall lay or place, or cause to be laid or placed, any leaden or other Pipes, Drain or Aqueduct, to communicate with any Aqueduct, Pipe, Reservoir or Well belonging to the said Company, without such Consent as aforesaid, or shall replace any Pipe or Aqueduct after being so stopped or separated as aforesaid, or shall continue the same beyond the Time agreed for, without the Consent and Approbation of the said Company, every such Person shall be liable to forfeit and pay to the said Company, or their Treasurer for their Use, any Sum not exceeding Ten Shillings for every Day such Pipe or Aqueduct shall afterwards remain, and Water shall issue by Means thereof from any Well, Reservoir or Aqueduct of the said Company; but such Person to whom such Pipes so laid to communicate with the Aqueducts, Wells or Reservoirs of the said Company, and the Cocks attached thereto, shall belong, shall be at liberty to remove and take away the same at the End of the Term agreed for.

Pipes may be stopped and separated by the Company for certain Causes.

Penalty for joining Pipes to those of the Company without Leave.

XV. Provided always, and be it further enacted, That any Ground, Highway, or Pavement which shall or may be opened or broken up either by the said Company of Proprietors or any other Person or Persons, for laying, taking up, or repairing any Aqueduct or Pipe by virtue of this Act, shall by the said Company or other Persons respectively so opening the same be filled in, and the Rubbish occasioned thereby carried away as soon as conveniently may be, and in the meantime the same shall be fenced or guarded, so that the same may not be dangerous to Passengers or Cattle, or otherwise; and if there shall be any wilful or negligent Delay in any of the Agents or Servants of the said Company of Proprietors, or any such other Person or Persons, in taking up or repairing any of the said Aqueducts or Main Pipes, or any of the said Communication Pipes, or in filling in or removing the Rubbish thereby occasioned, that then and in every such Case the said Agents or Servants of the said Company, or such other Persons respectively so negligent, shall forfeit and pay any Sum not exceeding Five Pounds, to be applied to the Use of the Poor of the said Townships of *Burnley* and *Habergham Eaves*.

When Ground is broken up for laying Pipes, to be filled in again as soon as possible, and fenced in the meantime to prevent Accidents.

XVI. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted,  
[Local.] 8 O

Penalties for hindering or injuring the

Company's  
Works, or  
fouling the  
Water;

and on Per-  
sons supplied  
with Water,  
supplying  
others;

or using  
Water with-  
out Consent  
of Company;

except for  
Purposes spe-  
cified.

rupted, the said Company of Proprietors, or their Managers, Agents, Servants or Workmen, or any of them, in doing or performing any of the Works, or in the Exercise of any of the Powers and Authorities in this Act authorized or contained; or if any Person whomsoever shall wilfully and maliciously let off or discharge any Water, so that the same shall run waste and useles to the said Company, or any Person entitled thereto under an Agreement with them, out of or from any of the Cisterns, Reservoirs or Wells, Pipes or Aqueducts hereby authorized to be made; or shall wilfully or maliciously break, throw down, injure, damage or destroy any Wells, Cisterns, Reservoirs, Aqueducts, Pipes, Drains, Plugs, Cocks, Works, Matters or Things belonging to or the Property of the said Company, made or to be made and provided in pursuance of this Act, or for the Purpose of the Execution of the Powers herein contained; or if any Person shall bathe in any of the Wells, Cisterns, or Reservoirs belonging to the said Company, to be made pursuant to the Powers herein contained, or shall wade into, or wash, cast, put or throw any Dog or Cat, or other Animal, alive or dead, or any Cloth, Wool, Filth, Dirt, or other noisome or offensive Matter or Thing, or cause, permit or suffer the Water of any Sink, Sewer or Drain to run or be conveyed into any of the said Wells, Cisterns or Reservoirs, Pipes or Conduits, or otherwise wilfully foul or render noisome or impure, or cause or procure so to be, the Water running to or contained in any of such Wells, Cisterns or Reservoirs, Pipes or Conduits; or if any Person or Persons supplied with Water by virtue of this Act shall wilfully permit any other Person or Persons, not having the Authority or Consent of the said Company, to take any Water at the Pipes or Reservoirs of the said Company, or shall supply any such other Person or Persons with any Water from such Pipes or Reservoirs, or shall, by negligently suffering his, her or their Pipes or Aqueducts, or the Cocks belonging thereto, to be out of Repair, occasion the Water thereby supplied to run waste and useles; or if any Person, not having such Consent of the said Company as aforesaid, shall take or use any of the Water supplied by means of the Works of the said Company, other than and except at the Reservoirs or Wells, or at the Place where the said Spring arises, or as near thereto as may be found convenient for such Purposes, and as hath heretofore been usual; then and in every such Case the Person so offending as aforesaid shall forfeit and pay for every such Offence to the said Company any Sum not exceeding Five Pounds, according to the Discretion and Decision of the Justice of the Peace before whom the same shall be recovered, besides the full Amount of the Damage sustained by the said Company by the Acts or Means in respect of which such respective Penalties shall be incurred, in addition thereto; and the said Company shall be at Liberty to cut off the Supply of Water from such Persons so offending, from the Reservoirs, Cisterns or Pipes of the said Company; but nothing in this Act contained shall prevent, or be construed to extend to prevent, any of the Water supplied or collected under the Authority of this Act from being used to extinguish any Fire or Fires whatsoever that may have communicated to any Building or Buildings, Rick or Ricks, Stack or Stacks of Hay, Corn or other Produce, or any Waggon, Cart or other Carriage, or any Matter or Thing therein contained, or shall be in Danger of so communicating; provided that as little Damage as may be shall be done to the Reservoirs, Cisterns, Aqueducts, Pipes, Drains or Works of the said Company, by or procuring the Water for the Purpose last aforesaid.

XVII. And be it further enacted, That it shall be lawful for the said Company of Proprietors to raise and contribute amongst themselves, or such other Persons as they shall admit, to contribute by Subscription, in such Proportions, Manner and Form as they shall agree upon, such further Sum or Sums of Money in addition to those already subscribed by and among them for effecting the Purposes aforesaid, and defraying the Expences of this Act, as to make up the whole Amount of such Subscription and the Stock of the said Proprietors in the said Concern, any Sum not exceeding the Sum of Six thousand Pounds, the same or a sufficient Part thereof shall be laid out and applied in the first Place in discharging the Expences of preparing, soliciting, obtaining and passing this Act, and of making the Surveys, Plans and Estimates, and other incidental Expences relating thereto, and then for and towards the Expences already incurred or hereafter to be incurred in making, completing and maintaining the said Reservoirs and Aqueducts, Works and Conveniences, and otherwise for putting this Act into Execution; and that no Person contributing or becoming a Proprietor in the said Undertaking do become a Proprietor of less than One Share of Fifty Pounds, and the said Shares shall be and are hereby vested in the several Persons so raising and contributing the same, and their several and respective Executors, Administrators and Assigns, as Part of their Personal Estate and Effects, and to their and every of their proper Use and Benefit, proportionably to the Sums they shall severally raise and contribute.

The Company may increase the Amount of their Subscriptions, or admit fresh Subscriptions.

XVIII. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking to sell or dispose of his, her, or their Share or Shares therein, subject to the Rules and Conditions herein mentioned; and every Purchaser shall have a Duplicate of the Deed of Bargain and Sale and Conveyance made unto him or her, and one Part of such Deed, duly executed by the Seller and Purchaser, shall be delivered to the said Company of Proprietors or their Clerk for the Time being, to be filed and kept for the Use of the said Company, and an Entry thereof shall be made in a Book or Books to be kept by the said Clerk for that Purpose, for which no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry accordingly; and until such Duplicate of such Deed shall be so delivered to the said Company of Proprietors or their Clerk, and filed and entered as aforesaid, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for his said Share paid unto him, her, or them, or any Vote as a Proprietor or Proprietors.

Shares may be disposed of.

XIX. And be it further enacted, That after any Call of Monies shall be made by a General Meeting of the said Company of Proprietors as aforesaid, no Person or Persons shall sell or transfer any Share or Shares in the said Undertaking, until the Monies to be called for upon the Share or respective Shares so to be sold shall be paid, under the Penalty of forfeiting his, her, or their Share or respective Shares in the said Undertaking to the said Company, for the Benefit of all the said Company of Proprietors, unless he, she, or they shall at the Time of such Sale or Transfer pay the Money called for upon each Share so sold or transferred to the Treasurer of the said Company, such Forfeiture nevertheless to be notified and declared at a General Meeting in Manner aforesaid; and that

After a Call, no Share to be sold until the Money be paid.

the

the Instrument of Sale of the said Shares shall be in the Form or to the Effect following; (that is to say),

Form of Sale.

‘ I *A. B.* in consideration of the Sum of  
 ‘ paid to me by *C. D.* do hereby bargain, sell, and transfer to the said  
 ‘ *C. D.* Share [*or Shares, as the Case may be*] of the  
 ‘ Undertaking of the *Burnley* Waterworks; to hold to the said *C. D.*, his  
 ‘ Executors, Administrators and Assigns, subject to the same Rules and  
 ‘ Orders, and on the same Conditions that I held the same immediately  
 ‘ before the Execution hereof; and I the said *C. D.* do hereby agree  
 ‘ to accept the said Share [*or Shares*], subject to the same  
 ‘ Rules, Orders and Conditions. Witness our Hands and Seals the  
 ‘ Day of \_\_\_\_\_

Transfers to  
be registered.

And that every such Transfer shall be registered in the Books of the said Company; and that until such Transfer shall be registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers of any Share or Shares, their Executors, Administrators, Successors and Assigns, shall have any Part or Share in the said Undertaking, or in the Profits and Advantages thereof, nor shall receive any Interest or Dividend for or in respect of such Share or Shares so purchased, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of the said Undertaking.

Clerk re-  
strained from  
acting as  
Treasurer,  
and vice  
versa.

XX. Provided also, and be it further enacted, That it shall not be lawful for the said Company of Proprietors to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, the Clerk to the said Company; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Clerk shall act as Treasurer, or being the Partner of such Treasurer shall act as Clerk in the Execution of this Act, every Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Effoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed.

Materials,  
&c. to be  
provided, to  
be the Pro-  
perty of the  
Company,  
and the Pro-  
fits to be  
divided.

XXI. And be it further enacted, That all the Materials of which the aforesaid Wells, Reservoirs, and Cisterns shall be constructed, as well as the Pipes, Cocks, Conduits, and other Utensils, Matters and Things furnished and provided, or to be furnished and provided for the Purposes aforesaid, by the said Company of Proprietors, or their Officers or Servants, at the Expence of the said Company, and all the Profits, Benefits, and Advantages to arise from the said Concern, or under or by virtue of this Act, or the Power herein contained respecting the said Company, shall be and be considered to all Intents and Purposes vested in and be the Property of the said Company, in Trust and for the Uses and Purposes aforesaid; and all Persons, their several and respective Executors, Administrators and Assigns, who shall severally subscribe for One or more Share or Shares in the said Undertaking, shall be entitled to and receive, after the said Reservoirs, Aqueducts, and Works shall be declared fit for Service by the said Company or their Managers, an equal and proportionable Distribution, according

according to the Share or Shares they shall respectively possess of the net and clear Profits and Advantages of the said Concern, after deducting all necessary and incidental Charges, Disbursements, and Expences; and every Person having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same.

XXII. Provided always, and be it further enacted, That in case the said Company of Proprietors shall be desirous of raising any Sum which may be necessary for the Purposes aforesaid, not exceeding the Sum of Three thousand Pounds beyond what is already subscribed, or may hereafter by Consent of the said Company be so as aforesaid contributed and subscribed, by Mortgage of the said Undertaking, it shall be lawful for the said Company to borrow and take up at Interest all or any Part of such additional Sum, in One Sum or more, on the Credit of the said Undertaking, and to assign the Property of the said Undertaking and the Profits and Advantages arising or to arise to the said Company by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Sums of Money), as a Security for any Sum or Sums of Money so to be borrowed with Interest, to such Person or Persons, or to his, her, or their Trustee or Trustees, who shall advance the same; all which said Assignments shall be made under the Common Seal of the said Company of Proprietors, and shall be in the Form or to the Effect following; (that is to say),

Power to raise Money by Mortgage of the Undertaking.

BY virtue of an Act passed in the Fifty-ninth Year of the Reign of King George the Third, intituled *An Act* [here insert the Title of this Act,] we, the Company of Proprietors of the said Undertaking, incorporated by and under the said Act, in Consideration of the Sum of \_\_\_\_\_ to us in Hand paid by \_\_\_\_\_ of \_\_\_\_\_ do hereby bargain, sell, and assign unto the said \_\_\_\_\_ [his, or her, or their, as the Case may be,] Executors, Administrators and Assigns, the said Waterworks, and all the Works thereto belonging, and all and singular the Sums of Money arising and payable to us for Water by virtue of the said Act, and all our Estate, Right, Title, and Interest of, in, and to the same; to hold unto the said \_\_\_\_\_ Executors, Administrators and Assigns, and until the said Sum of \_\_\_\_\_ with Interest for the same after the Rate of \_\_\_\_\_ per Centum per Annum, shall be fully paid and satisfied. Given under our Common Seal, this \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord One thousand eight hundred and \_\_\_\_\_

Form of Mortgage.

And all Persons to whom such Assignment shall be made, shall be equally entitled, one with the other, to the said Undertaking, Profits and Advantages so to be assigned, in proportion and according to the respective Sums in such Assignments mentioned to be advanced, without any Preference by reason of the Priority of any such Assignments, or on any other Account; and the Person or Persons to whom any such Assignment shall be made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer his, her, or their Right or Interest therein to any Person or Persons, by Writing under his, her, or their Hand and Seal or Hands and Seals; which Transfer shall and may be in the Form and to the Effect following; (that is to say,)

[Local.]

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I

Form of  
Transfer.

‘ I of in Consideration of the Sum of  
 ‘ paid by of do hereby transfer  
 ‘ a certain Mortgage by “ The Company of Proprietors of the *Burnley*  
 ‘ Waterworks,” to bearing Date the  
 ‘ Day of for securing the Sum of and all Interest  
 ‘ now due and to become due thereon, and all my Right and Property  
 ‘ therein, to the said [his, or her, or their, as  
 ‘ *the Case may be*] Executors, Administrators and Assigns. Dated this  
 ‘ Day of in the Year of our Lord One thousand  
 ‘ eight hundred and

And every such Transfer shall, within Thirty Days after the Date thereof, be produced to the Clerk to the said Company of Proprietors, who shall cause a Memorial to be made thereof, in like Manner as the original Mortgages or Assignments, for which the said Clerk shall be paid such Sum as the Company of Proprietors shall appoint, not exceeding Five Shillings; and every such Entry made of such Transfer shall from thenceforth entitle such Assignee or Assignees, his, her, or their Executors, Administrators and Assigns, to the full Benefit of the original Mortgage; and it shall not from thenceforth be in the Power of any Person or Persons who shall have made such Assignment, to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof; but neither such Mortgagee or Mortgagees, nor his or their Assignee or Assignees, shall be deemed a Proprietor in the said Concern, or be capable of acting in any respect as such.

The Powers  
vested in the  
Company by  
this Act shall  
not be alien-  
able.

XXIII. And be it further enacted, That it shall not be lawful for the said Company, at any Time hereafter, to sell or dispose of any of the Rights, Privileges, Powers or Authorities vested in them by this Act, of supplying the said Townships of *Burnley* and *Habergham Eaves* with Water, to any other Water Company now existing, or which may hereafter be established for the supplying of Water, or to any Person or Persons whomsoever, but only to take and demand such Sums as shall be reasonable for the Water supplied under the Provisions of this Act.

Requiring  
the Company  
to make Fire  
Plugs in  
every Street,  
&c.

XXIV. And be it further enacted, That the said Company of Proprietors shall and they are hereby required, upon the carrying into and laying down any Main Pipe in any Street, Passage or Place, for supplying the same with Water, to fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipe, One or more proper and sufficient Fire Plug or Fire Plugs in each Street, Passage, or Place supplied with Water, from such Main or Mains, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plugs shall be finished, the said Company shall immediately deliver a Key or Keys of such Fire Plug or Fire Plugs at each and every House or Place in the Parish in which such Fire Plug shall be wherein any Engine shall be kept for the extinguishing of Fires.

Directing  
how Pipes  
shall be laid  
down.

XXV. Provided always, and be it further enacted, That no Water Pipes belonging to the said Company of Proprietors shall be laid down at a less Depth than Three Feet beneath the Pavement in any of the Streets or Places within the said Town or Township (except in passing over Bridges and Vaults); and that the said Company shall be subject and liable

liable to the Payment and Discharge of all Costs and Expences to be incurred by the breaking, taking up, relaying, reinstating, and making good all such Ground and Pavement in any of the Streets and Places within the said Town as shall be broken or taken up, either for the Purpose of laying down, or for repairing, relaying, and amending any Mains, Pipes, Cocks, or Plugs to be made or laid down by virtue and in pursuance of this Act, or afterwards repaired, relaid, or amended; and if the said Company shall neglect to repair, reinstate, and make good such Ground and Pavement, they shall for every such Offence forfeit and pay the Sum of Twenty Pounds, One Moiety whereof shall be paid to the Informer, and the other Moiety to the Poor of the Parish where any such Neglect shall happen, to be recovered by Action of Debt or on the Case in any Court of Law, or by Distress and Sale of any of the Goods and Chattels belonging to the said Company of Proprietors, in such Manner as any Penalties or Forfeitures may be recovered by virtue of this Act.

XXVI. And be it further enacted, That in case any of the Inhabitants of the said Chapelry of *Burnley* shall be desirous of and shall apply to the said Company of Proprietors for a Key or Keys of the Mains, Plugs, or Services belonging to the said Waterworks, in order that such Key or Keys may be kept in some proper Place, to be agreed upon at a Vestry of the Inhabitants of the said Chapelry, to the End that thereby, in cases of Fire, the Supply of Water from the said Works may be the more easily and readily obtained, the said Company of Proprietors shall be bound and obliged to furnish such Key or Keys to the Persons applying, in order to their being so kept; and in case the said Company of Proprietors shall refuse such Key or Keys to the Persons so applying, they shall forfeit for every such Refusal the Sum of Fifty Pounds, which Penalty shall and may from Time to Time be recovered by Action, Plaint, or Suit in any Court of Law.

Requiring the Company to deliver Keys of Pipes, &c.

XXVII. And be it further enacted, That the respective Persons who have subscribed, or who shall hereafter subscribe or advance any Money for and towards making and maintaining the Works hereby authorized to be made, shall and are hereby required to pay the Sum or Sums by them respectively subscribed, or such Parts and Proportions thereof as shall from Time to Time be called for by the said Company of Proprietors, by virtue of the Powers and Directions of this Act, at such Times and Places, and in such Manner as shall be directed by the said Company; and in case any of such Subscribers shall neglect or refuse to pay the same at the Time and Place and in Manner so required for that Purpose, the said Company are hereby empowered to sue for and recover the same in any Court of Law or Equity.

Subscribers compelled to pay their Subscriptions.

XXVIII. And whereas the probable Expence of carrying the Purposes of this Act into Effect will, according to an Estimate made thereof, amount to the Sum of Three thousand Pounds or thereabouts, and nearly the whole Amount thereof hath been subscribed for defraying such Expences by several Persons, under a Contract binding them, their Heirs, Executors, and Administrators, for the Payment of the several Sums of Money so subscribed by them respectively; be it therefore enacted, That the whole of the said Sum of Three thousand Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

The Whole of the Money to be subscribed before this Act is put in force.

XXIX. And

Time limited  
for Comple-  
tion of the  
Works.

XXIX. And be it further enacted, That in case the Works for supplying the said Town with Water shall not be completed so as to answer the Purposes thereof within Four Years from and after the passing of this Act, all the Powers and Authorities herein contained relative thereto shall cease and determine, save only as to so much thereof as shall have been completed.

Certain Mills  
supplied with  
Water from  
Calf Hey  
Well, and the  
Expediency  
of some  
Agreement  
being entered  
into between  
the Owners  
thereof and  
the said Com-  
pany re-  
specting the  
Water to be  
diverted from  
the said Well  
for the Pur-  
poses of this  
Act.

Power for  
the Owners  
of the said  
Mills, or  
their respec-  
tive Trustees,  
Guardians,  
Committees  
or Agents,  
and the said  
Company of  
Proprietors,  
to enter into  
such Agree-  
ment accord-  
ingly.

XXX. And whereas the Owners of a certain Cotton Mill, called *Hesandford Mill*, situate in the said Township of *Burnley*, and also the Owners of a certain Corn Mill, called *Burnley Corn Mill*, situate in the same Township, are at present, and have been for some Time past, in part supplied with Water for the Use of the said Mills from the said *Calf Hey Well*; and inasmuch as it may probably happen that such Owners may be respectively injured or prejudiced by the Diversion or Use of the Water from the said Well for the Purposes of this Act, in Execution of the Powers and Privileges herein-before granted to the said Company of Proprietors; and as it is conceived an adequate Supply of Water may be easily obtained for the Use and working of the said Mills from other Sources than the said Well, it is expedient that some Agreement should be entered into between such respective Owners and the said Company of Proprietors in that behalf, previously to the Diversion of the Water from the said Well for the Purposes aforesaid; be it therefore further enacted, That it shall and may be lawful to and for the Owners for the Time being of the said Mills respectively, or their respective Trustees, Guardians, Committees or Agents, and the said Company of Proprietors of *Burnley Waterworks*, and they are hereby respectively fully authorized and empowered, (notwithstanding any Infancy, Coverture, Lunacy, or other Incapacity or Disability of or by any of such Owners for the Time being respectively as aforesaid), to contract and agree, and enter into and execute any Contract or Agreement, or Contracts or Agreements with each other respectively, with respect to, touching, or concerning the said intended Diversion, taking away or using by the said Company of Proprietors, of the Water from the said Well called *Calf Hey Well*, or of any limited or specific Quantity of such Water, for the Purposes and under the Powers of this Act, and for the furnishing and supplying by the said Company of Proprietors of other Water for the Use and working of the said Mills respectively, in lieu thereof, from any other Sources than the said Well, or with respect to, touching, or concerning any pecuniary or other Compensation, Recompence, Damages, Satisfaction or Allowance to be paid, made, given or secured to such respective Owners, or their respective Trustees or Committees, by the said Company of Proprietors, for any Loss, Injury or Damage which such Owners respectively may or are likely to sustain by or by means of any such Diversion, taking away, or use by the said Company of Proprietors of the Water from the said Well, or any limited or specific Quantity thereof, as and for the Purposes aforesaid; and every such Contract or Agreement so to be entered into as aforesaid shall be valid, binding and effectual, as well upon the said Company of Proprietors and their Successors and Assigns, as also upon the said respective Owners for the Time being of the said Mills and Premises, or such of them with whom, or with whose Trustees, Guardians, Committees or Agents, any such Contract or Agreement shall be entered into as aforesaid, and their respective Heirs, Executors, Administrators and Assigns, and all other Person or Persons whomsoever, having or claiming, or who shall or may thereafter have or claim any Estate,  
**Right,**



Right, Title, or Interest at Law or in Equity, and either in Possession, Reversion, Remainder or Expectancy, of, in, to, or out of, or for or in respect of the said Mills and Premises, or any Part or Parts thereof respectively, and shall thenceforth be and be deemed and taken to be final and conclusive to all Intents and Purposes whatsoever.

XXXI. Provided always, and be it further enacted, That in case the Owners of the said Mills and Premises, or their respective Trustees, Guardians, Committees or Agents, and the said Company of Proprietors, shall not have made or entered into such Contract or Agreement, or respective Contracts or Agreements, as and respecting the Matters aforesaid, within the Space of Twelve Calendar Months from the passing of this Act, then and in such Case the Subject Matter of and respecting the said intended Diversion and Use by the said Company of Proprietors, of the whole or any Part of the Water from the said Well for the Purposes of this Act, or the Substitution of a sufficient Quantity of Water in lieu thereof from other Sources, for the Use of the said Mills, and any pecuniary and other Compensation, Recompence, Damages, Satisfaction or Allowance to be made, given, or secured to such respective Owners, or their respective Trustees or Committees, by the said Company, for any Loss, Injury or Damage which such Owners respectively may or are likely to sustain, by or by Means of such Diversion, taking away, or Use by the said Company of the Water from the said Well, or any limited or specific Quantity thereof, as and for the Purposes aforesaid, shall at the first General or Quarter Session of the Peace to be holden for the said County, or any Adjournment thereof, after the Expiration of the said Twelve Calendar Months, be adjusted, settled and determined by the Grand Jury, or the Jury to try Prisoners at the said Session or Adjournment thereof, in such or the like Way and Manner as the Value of Lands, Buildings, Tenements, or other Hereditaments to be used, purchased, or taken by the said Company for the Purposes of this Act, or the Damages or Recompence to be given for the same to the respective Owner or Owners, Occupier or Occupiers thereof, is or are, in case of any Dispute or Difference concerning the same, herein-after directed to be adjusted, settled, assessed and determined, or as near and conformable thereto, and to the Course and Mode of Proceeding herein-after mentioned, as may be, and the Circumstances of the Case will admit or allow of; and the said Jury shall by their Verdict order, direct, and determine the Quantity of Water to be from Time to Time diverted, taken away, or used by the said Company of Proprietors from the said Well called *Calf Hey Well*, and the Mode and Manner of so diverting, taking away, and using the same, and also the Quantity of Water to be from Time to Time furnished or supplied by the said Company for the Use and working of the said Mills from other Sources than the said Well, and the Mode and Manner of furnishing and supplying the same, and shall also by their said Verdict assess and determine the Compensation, Recompence, Damages, Satisfaction, or Allowance (if any) to be paid, made, given or secured to such respective Owners by the said Company for any such Loss, Injury, or Damage as aforesaid; and such Verdict of the said Jury, and the Judgment of the Justices upon the same, shall be final, binding, and conclusive to the said Company, and to such respective Owners aforesaid, and their respective Successors, Heirs, Executors, Administrators and Assigns, and all Person and Persons whomsoever who are or may hereafter be interested in or anywise entitled to the said Mills and Premises, or any Part or Parts thereof, or any Estate, Right or Interest

In case the Owners of the Mills and the Company of Proprietors cannot agree within Twelve Calendar Months from the passing of this Act, then the same to be submitted to and settled by a Jury.

[*Local.*]

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therein;

therein; and such Verdict, and the Judgment of the Justices thereupon, shall be fairly entered and kept among the Records of the Sessions of the said County, and the same, or true Copies thereof, shall be taken to be good and effectual Evidence and Proof in any Court of Law or Equity, or otherwise howsoever.

The Company restrained from diverting or using the Water from the said Calf Hey Well, until they shall have come to some Agreement with the Owners of the said Mills, or until the Matter shall be settled and determined by a Jury.

XXXII. Provided also, and be it further enacted, That in the meantime, and until the said Company of Proprietors shall have entered into such Contract or Agreement, or Contracts or Agreements as aforesaid, with the respective Owners of the said Mills for the Time being, or their respective Trustees, Guardians, Committees or Agents, respecting the Quantity of Water to be diverted, taken or used by the said Company from the said Well for the Purposes of this Act, and the Quantity of Water to be supplied or furnished by the said Company from other Sources in lieu thereof, for the Use of the said Mills, or respecting the Compensation, Recompence, Damages or Satisfaction to be paid, made, or given to such respective Owners, for any Loss, Injury or Damage to be sustained by them by means of such intended Diversion or Use as aforesaid, or until the same shall be settled, assessed, and determined by a Jury in the Manner herein-before mentioned or referred to, it shall not be lawful to or for the said Company of Proprietors, or their Managers, Servants, Workmen or Assistants, or any Person or Persons acting under or in exercise of any of the Powers or Privileges granted by this Act, on any Account or under any Pretence whatsoever, to divert, use or turn, and they are hereby accordingly restrained, hindered, and prevented from diverting, using, or turning the Water from the said Well, or any Quantity of the same, for the Purposes of this Act, so as to injure or prejudice the respective Owners for the Time being of the said Mills, or to hinder, prevent or impede the Supply of Water to the same from coming or flowing from the said Well as heretofore; any Clause, Power, Privilege, Matter or Thing in this Act contained to the contrary thereof in anywise notwithstanding.

Power to contract for the Purchase of Lands and Buildings.

XXXIII. And be it further enacted, That it shall and may be lawful to and for the said Company, and they are hereby empowered, to treat, contract and agree for the absolute Purchase of any Lands, Tenements or Hereditaments within the said Townships of *Briercliffe with Extwistle*, *Burnley* and *Habergham Eaves*, which they are by this Act enabled to purchase for the Purposes thereof, with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, or with any Reoffees in Trust, Trustees, Executors, Administrators, Husbands, Guardians, or Committees of or for Lunatics or Idiots or other Trustees whomsoever, or with any Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any other Person or Persons whomsoever, who shall be willing to sell the same for the Uses and Purposes of this Act; and it shall and may be lawful to and for the said Company to hold any such Lands, Tenements and Hereditaments so to be purchased without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever.

Bodies Politic, &c. empowered to sell.

XXXIV. And be it further enacted; That it shall and may be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate

gregate or Sole, and all Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years, absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femmes Covert, or other Person or Persons under any Disability of acting for himself, herself or themselves, and also to and for all Femmes Covert who are or shall be seized, possessed of, or interested in their own Right, and to and for all and every Person and Persons whomsoever who are or shall be seized, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof, which shall be thought necessary by the said Company to be purchased as aforesaid, for the Use and Purposes of this Act, to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, and to sell and convey all or any Part thereof, and all Estate, Right, Title and Interest whatsoever of, in, and to the same, to the said Company for the Purposes of this Act; and all Contracts, Bargains, Sales and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim and Demand whatsoever, of their said several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate, and the same shall be deemed and considered to bar the Dower and Dowery of such Person and Persons, and all Estates Tail, and other Estates in Possession, Reversion, Remainder or Expectancy, and the Issue and Issues of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law; any Law, Statute or Usage, or any other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons, is, are, and shall be hereby indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

XXXV. And be it further enacted, That if any Body Politic, Corporate or Collegiate, or any Corporation, whether Aggregate or Sole, or any Feme Covert, or any Tenant for Life, or Tenant in Tail, General or Special, or for Years determinable on any Life or Lives, Owner or Owners, Occupier or Occupiers, or other Person or Persons whomsoever, interested in any Lands, Tenements, or Hereditaments which shall be set out and ascertained for making and placing the said Reservoirs, Wells, Cisterns, Drains, Aqueducts, Conduits, and other Works and Conveniences, or any of them, which the said Company are enabled by this Act to purchase or treat for, shall refuse to treat, contract or agree as aforesaid, or by reason of Absence or otherwise shall be prevented from treating, contracting or agreeing, or shall decline or refuse to sell, convey and dispose of

Provision in case of Refusal or Inability to sell.

of the Premises whereof or wherein or whereunto they respectively shall be so seized, possessed, interested, or entitled as aforesaid, or their respective Rights, Titles, Claims or Interests into or upon the same, or any Part thereof, unto the said Company, or to such Person or Persons as they shall nominate for the Purposes, and according to the Tenor, true Intent and Meaning of this Act; or shall not or cannot produce or make out a clear Title to the Premises they are in the Possession of, or to the Interest they claim therein, to the Satisfaction of the said Company, as the Case may be; or if any Dispute or Difference shall arise touching such Purchaser or Purchasers, then and in every such Case the said Company are hereby empowered and authorized, before any General or Quarter Sessions of the Peace to be holden for the said County, or any Adjournment thereof, to give or cause to be given to such Owner, or the principal Officer or Officers of such Bodies Politic, Corporate or Collegiate, or to leave or cause to be left at the House of the Tenant in Possession, Ten Days Notice in Writing, denoting and particularly describing the Lands, Tenements, or Hereditaments intended to be purchased, and purporting that the Value thereof shall be adjusted and settled by a Jury at the said Sessions or Adjournment thereof; and the Justices at the said Sessions, or any Adjournment thereof, upon Proof to them made of such Notice having been given or left, are hereby authorized and required to charge the Grand Jury at such Session assembled, or the Jury to try Prisoners at such Sessions, well and truly upon their Oaths to assess the Value of the said Lands, Tenements, or Hereditaments comprized in the Notices so given, and the Damages and Recompence to be awarded or given for the same to the respective Owner or Owners thereof, according to their respective Interests therein; and to which said Jury the said Company, and all Persons interested in the said Lands, Tenements, or Hereditaments, shall have their lawful Challenges; and the Jury being so sworn and charged as aforesaid, and after proper Evidence on Oath to them given concerning the Nature, Quality, or Value of the Lands, Tenements or Hereditaments so to be sold or conveyed as aforesaid, shall by their Verdict assess the Damages and Recompence to be given for the same to the respective Owner or Owners, Occupier or Occupiers thereof, according to their respective Interests therein; and such Verdict of the said Jury, and the Judgment of the said Justices upon the same, shall be final, binding, and conclusive to the said Company, and to all Person and Persons interested in the said Lands, Tenements, and Hereditaments; and such Verdict, and the Judgment of the Justices thereupon, shall be fairly entered and kept among the Records of the Sessions of the said County, and the same, or true Copies thereof, shall be taken to be good and effectual Evidence and Proof in any Court of Law or Equity whatsoever; and all Persons may have Recourse to the same *gratis*, and take Copies thereof, paying Eight-pence for every Seventy-two Words, and so in proportion for any greater or less Number of Words.

The Verdict of the Jury not to be binding, unless the Money be paid within Three Calendar Months.

XXXVI. Provided always, and be it further enacted, That in case the Sum or Sums so assessed by the said Jury, and ordered and adjudged to be paid by the said Company, as a Satisfaction to the Owners, Occupiers, or others, for their respective Interests in the said Premises, shall not be paid, tendered, left or deposited according to the true Intent and Meaning of this Act, within Three Calendar Months after the same shall have been so assessed, ordered and adjudged, then and in such Case the Verdict of the said Jury shall not be binding upon the said Parties; any Thing herein contained to the contrary thereof in anywise notwithstanding.

XXXVII. And

XXXVII. And be it further enacted, That in all Cases where any Verdict shall have been given for a greater Sum or Recompence than shall have been previously offered by or on the Behalf of the said Company, for any such Lands, Tenements or Hereditaments, or Damages as aforesaid, all the Expences of taking such Inquest, and of the Witnesses attending therein, and recording or entering the Verdict and Judgment thereupon, shall be paid by the said Company out of the Monies to arise by virtue of this Act; but if a Verdict shall be given for no greater or for a less Sum than shall have been so previously offered by or on the Behalf of the said Company, then and in every such Case such Expences shall be paid by the Owners or Persons interested in the Premises in question: Provided, that whenever, by reason of Absence, any Person or Persons shall have been prevented from treating with the said Company, the whole of such Costs and Expences shall be borne and paid by the said Company; and whenever any Costs or Charges shall or may be payable to the said Company, such Costs and Charges shall and may be deducted out of the Sums to be paid by the said Company, to the said Owners or Persons respectively interested; and the Payment or Tender of the Remainder of such Monies, or disposing of the same, in Manner by this Act directed, shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment, Tender or Disposal of the whole Sum or Sums so assessed and adjudged.

Payment of  
Costs of Ver-  
dict.

XXXVIII. And be it further enacted, That if any Money shall be paid, or agreed, or awarded to be paid for the Purchase of any Lands, Tenements or Hereditaments purchased, taken, or used by virtue of this Act for the Purposes thereof, which shall belong to any Body Politic, Corporate or Collegiate, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee, for or on Behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trusts, or to any Person whose Lands, Tenements or other Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same shall be equal to or exceed the Sum of Two hundred Pounds, with all convenient Speed, be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* the Company of Proprietors of the *Burnley* Waterworks, to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements and Hereditaments, in the Purchase or Redemption of the Land Tax, or Discharge of any Debt or Debts, or such other Incumbrance, or Part thereof, as the said Court shall authorize to be paid affecting the same Lands, Tenements or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Intents or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements and Hereditaments, which shall be conveyed and settled to, for and upon such and the like Uses, Trusts, Intents and Purposes, and in the same Manner as the Lands, Tenements or Hereditaments which shall be so purchased, taken or used as aforesaid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing, undetermined and capable of taking Effect; and in the mean-

Application  
of Compen-  
sation Money,  
if amounting  
to 200l.

time, and until such Purchase shall be made, the said Money shall, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name, in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and Annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

Application of Compensation when less than 20*l.* and not less than 20*l.*

XXXIX. Provided always, and be it enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments to be purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy, Idiocy, or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in Manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be nominated by the Person or Persons making such Option, and approved of by the said Company, (such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties,) in order that such Principal Money, and the Dividends arising thereon, may be applied in Manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Chancery.

Application of Compensation less than 20*l.*

XL. Provided also, and be it further enacted, That where such Money so agreed or awarded to be paid as last before-mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken or used by the said Company, for the Purposes of this Act, in such Manner as the said Company shall think fit; or in case of Infancy, Idiocy or Lunacy, then such Money shall be paid to his or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of not making out Titles, or if Persons cannot be found, Purchase

XLI. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments, to be purchased by the said Company by virtue of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of

the

the said Company, or in case such Person or Persons to whom such Sum or Sums of Money shall be awarded as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements and Hereditaments be not known or discovered, then and in every such Case it shall and may be lawful to and for the said Company to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments [describing them], subject to the Order, Controul, and Disposition of the said Court of Chancery; which said Court of Chancery, on the Application of any Person or Persons making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying for what and for whose Use the same is or are received, for such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Money to be paid into the Bank.

XLII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court of Chancery; and the Dividends and Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Where any Question shall arise as to the Title to Money, &c.

XLIII. Provided also, and be it enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements or Hereditaments, to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Court of Chancery, and to be applied in the Purchase of other Lands, Tenements and Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall and may be lawful to and for the said

Court of Chancery may order Expenses, &c.

said Court of Chancery to order the Expences of all Purchases to be from Time to Time made in pursuance of this Act, or so much of such Expences as the Court shall deem reasonable, to be paid by the said Company, out of the Monies to be received by virtue of this Act, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

XLIV. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments to be made to the said Company, shall be made in the Form or to the Effect following; (that is to say),

Form of Conveyance.

I, of the Sum of \_\_\_\_\_ of \_\_\_\_\_ in Consideration to me paid by the Company of \_\_\_\_\_ Proprietors of the *Burnley* Waterworks, appointed by virtue of an Act of Parliament, made in the Fifty-ninth Year of the Reign of King *George* the Third, intituled *An Act, &c.* [here set forth the Title of this Act,] do hereby grant and convey to the said Company all my Right, Title and Interest to and in the same, and every Part thereof, to hold to the said Company for ever: In Witness whereof I have hereto set my Hand and Seal, this \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

And every such Sale, Conveyance, and Assurance so made shall be good, valid, and effectual to all Intents and Purposes whatsoever; any Law, Statute, Usage or Custom to the contrary thereof notwithstanding.

Provision for Payment of Purchase Money.

XLV. And be it further enacted, That every Sum of Money to be agreed for, or awarded or assessed as aforesaid, shall be paid out of the Monies to be received by the said Company by virtue of this Act; and upon Payment thereof to the Party or Persons respectively entitled to such Monies, or their Agents, or depositing the same in the Bank of *England* (as the Case may be) in Manner by this Act directed and required, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand, in Law and Equity, of the Person or Persons respectively to whose Credit or Use the same shall have been paid, in, to, and out of such Lands, Tenements or Hereditaments, shall vest in the said Company for effecting the Purposes of this Act, and they shall be deemed in Law to be in the actual Seisin and Possession thereof, to all Intents and Purposes whatsoever, as fully and effectually as if every Person having any Estate in the Premises had actually conveyed the same by Lease and Release, Bargain and Sale enrolled, Feoffment with Livery of Seisin, Fine, Common Recovery, Surrender or any other Conveyance or Assurance whatsoever; and such Payments shall not only bar all Right, Title, Interest, Claim and Demand of the Person or Persons to whose Use or Credit such Payments shall have been made as aforesaid, but also extend to and be deemed and construed to bar Dower of the Wife and Wives of such Person and Persons, and all Estates Tail, and other Estates in Possession, Reversion, Remainder, or Expectancy, and the Issue of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law.

Possession to be delivered up.

XLVI. And be it further enacted, That all and every Person and Persons, Body and Bodies Politic Corporate and Collegiate, in Possession of any Lands, Tenements or Hereditaments, which shall be purchased by \_\_\_\_\_ virtue



virtue of this Act by the said Company, or any Part thereof, shall at the End of Twelve Calendar Months next after Notice shall be given to him, her, or them for that Purpose, under the Seal of the said Company, peaceably and quietly deliver up the Possession of the said Premises to such Person or Persons as shall be authorized by the said Company to take Possession thereof, they the said Company, making such Satisfaction to every such Person or Persons, Bodies Politic, Corporate, or Collegiate, in case he, she or they shall be required to quit before the Expiration of his, her, or their Term in the Premises, as the said Company shall deem just and reasonable; and in case any Dispute or Difference shall arise touching or concerning the same, such Satisfaction or Compensation shall be settled and ascertained by a Jury in Manner herein-before mentioned; and in case any such Person, or Body Politic, Corporate, or Collegiate, shall refuse to give up such Possession as aforesaid, it shall and may be lawful to and for the Sheriff of the said County Palatine to issue his Precept or Warrant, signed by him, to the Constable of and for the said Township of *Burnley*, to deliver Possession of the Premises to such Person or Persons as shall in such Precept or Warrant be nominated to receive the same, and the said Constable is hereby required to deliver such Possession accordingly, and to levy such Costs as shall accrue upon the Issuing or Execution of such Precept or Warrant on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods, returning the Overplus (if any), to the Owner thereof on Demand.

XLVII. And be it further enacted, That all Fines, Penalties, and Forfeitures inflicted or imposed by this Act (the Manner of levying and recovering whereof is not hereby particularly directed), or which shall be inflicted or imposed by any Rule, Order, or Bye Law of the said Company, to be made under the Authority of this Act, may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of One or more Justice or Justices of the Peace of the said County of *Lancaster*, on Complaint to him or them for that Purpose exhibited, and afterwards be levied, as well as the Costs of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the Offender or respective Offenders, or Person or Persons liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such One or more Justice or Justices, who is and are hereby authorized and required to summon and examine any Witnesses or Witnesses upon Oath of and concerning such Offences, Matters and Things, and hear and determine the same, and to fix and mitigate the said Penalties and Forfeitures according to his or their Discretion, and the Provisions in that respect herein-before contained; and the Overplus (if any) of the Money so raised or recovered, after discharging the Fine, Penalty, or Forfeiture for which such Warrant shall be issued, and the Costs and Expences of recovering and levying the same, shall be rendered to the Owner or Owners of the Goods or Chattels so seized and distrained; and for want of sufficient Distress of Goods and Chattels whereon to levy as aforesaid, and in case the Fine, Penalty, or Forfeiture, and the Costs of recovering the same, or any Part thereof, shall remain unpaid for the Space of Twenty Days or upwards after such Order and Adjudication made, it shall be lawful for such Justice or Justices, and he or they is and are hereby authorized and required, upon Application made to him or them for that Purpose, by Warrant under his or their Hand and Seal, or Hands and Seals, to commit such Offender or Offenders, Person or Persons, so liable to such Payments, to the House of Correction,

Mode of  
Recovery of  
Fines and  
Forfeitures.

[Local.]

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there to remain, without Bail or Mainprize, for any Time not exceeding Three Calendar Months, unless such Fine, Penalty, or Forfeiture, and all Costs and Expences attending the Proceedings to recover the same, shall be sooner paid and satisfied.

XLVIII. And be it further enacted, That every Justice of the Peace before whom any Person shall be convicted of any Offence against this Act, shall and may cause the Conviction to be drawn up according to the Form following; (that is to say),

Form of  
Conviction.

‘ *Lancashire* } BE it remembered, That on the  
‘ to wit. } Day of in the Year of our Lord  
‘ is convicted before  
‘ me, One of His Majesty’s Justices of the Peace for the County of  
‘ [here specify the Offence or Omission, and the Time and  
‘ Place when and where committed, as the Case may be]. Given under my  
‘ Hand and Seal, the Day and Year first above written.’

Proceedings  
not to be  
quashed for  
want of  
Form.

XLIX. And be it further enacted, That no Proceedings to be had touching the Conviction of any Offender or Offenders against this Act, or any Order made, or other Matter or Thing to be done or transacted in or relating to the Execution of this Act, shall be vacated or quashed for want of Form only, or removed by *Certiorari*, or any other Writ or Process whatsoever, into any of His Majesty’s Courts of Record at *Westminster*; any Law, Statute, or Usage, to the contrary notwithstanding.

Distress not  
unlawful for  
want of  
Form.

L. And be it further enacted, That where any Distress shall be made for any Sum or Sums of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers on account of any Defect or want of Form in the Information, Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto; nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers on account of any Irregularity that shall be afterwards done by the Party or Parties distraining; but the Person or Persons aggrieved by such Irregularities may recover Satisfaction for the special Damage in an Action on the Case.

Appeal may  
be made to  
the Quarter  
Sessions.

LI. Provided always, and be it further enacted, That any Body or Bodies Corporate or Collegiate, or any other Person or Persons whatsoever, thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye-law, or Order of the said Company of Proprietors, or by the Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, may, within Three Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General Quarter Sessions of the Peace to be holden for the said County, the Person or Persons appealing having first given at least Fourteen clear Days Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the Clerk or Superintendant of the said Company, and forthwith, after such Notice, entering into a Recognizance before some Justice of the Peace for the said County, with sufficient Sureties conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such

General Quarter Sessions of the Peace, or if they think proper, may adjourn the Hearing thereof to the next General Quarter Sessions of the Peace to be held for the said County, and if they see Cause may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye-law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

LII. And be it further enacted, That no Plaintiff or Plaintiffs shall recover in an Action to be commenced against any Person or Persons for any Thing done in pursuance of this Act, unless Notice of Writing shall have been given to the Defendant or Defendants Twenty-eight Days before such Action shall be commenced, of such intended Action, signed by the Attorney of the Plaintiff or Plaintiffs, specifying the Cause of such Action; nor shall the Plaintiff or Plaintiffs recover in any such Action if Tender of sufficient Amends shall have been made to him, her, or them, or to his or their Attorney, by or on behalf of the Defendant or Defendants, before such Action brought; and in case no such Tender shall be made, it shall be lawful for the Defendant or Defendants in any such Action, by Leave of the Court, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall think proper; whereupon such Proceedings, Order, and Judgment shall be made and given in by such Court, as in other Actions where the Defendant is allowed to pay Money into Court.

Plaintiff not  
to recover  
after Tender  
of Amends.

LIII. And be it further enacted, That no Action or Suit shall be brought against any Person or Persons for any Thing done in pursuance of this Act, or in relation to the Matters herein contained, after Three Calendar Months from the Fact committed, and every such Action or Suit shall be brought and tried in the County where the Cause of Action shall have arisen, and not elsewhere; and the Defendant and Defendants in every such Action or Suit shall or may, at his or their Election, plead specially, or the General Issue, and give this Act and the Special Matter in Evidence at any Trial, and that the same was done in pursuance and under the Authority of this Act; and if the same shall appear to have been so done, or if such Action or Suit shall have been brought before the Expiration of Twenty-eight Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same, or shall be brought in any other County or Place than as aforesaid, then and in every of the said Cases the Jury shall find a Verdict for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or discontinue his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or upon any Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, then and in every such Case the Defendant or Defendants shall recover Treble Costs, and have such Remedy for recovering the same as any other Defendant or Defendants hath or have in other Cases by Law.

Limitation of  
Actions.

LIV. And be it further enacted, That in all Cases where Cognizance is given to any Justice or Justices of the Peace by this Act, it shall and may be lawful to and for such Justice and Justices of the Peace to administer

Justices em-  
powered to  
administer  
Oaths.

nister an Oath to any Person, for his or their more certain Information in the Matter then depending; and if any Person or Persons shall, upon his, her, or their Examination on Oath before any Justice or Justices, wilfully and corruptly give false Evidence, such Person and Persons so offending, and being thereof duly convicted, shall be and is and are hereby declared to be subject and liable to such Pains and Penalties as by any Law in force and effect Persons convicted of wilful and corrupt Perjury are subject and liable to.

No Proceed-  
ing to be re-  
moved by  
Certiorari.

LV. And be it further enacted, That no Order, Rate or Assessment, Judgment or other Proceeding, made touching or concerning the Conviction of any Offender or Offenders against this Act, shall be quashed or vacated for want of Form only, or be removed or removable by Writ of *Certiorari*, or any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster*; any Law, Statute or Usage to the contrary thereof in anywise notwithstanding.

Commission-  
ers may  
reward In-  
formers.

LVI. And be it further enacted, That it shall and may be lawful to and for the said Company to reward any Informer or Informers, as they shall think proper, so as such Reward shall not exceed the Amount of the Penalty or Forfeiture proved by the Information of such Informer or Informers to have been incurred; any thing herein contained to the contrary notwithstanding.

How Notices  
shall be  
served on the  
Company.

LVII. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, or Party or Parties, to serve any Notice or Notices upon the said Company, or any Writ or Writs, or other legal Proceedings, the Service thereof upon any one of the said Company, or left at his last or usual Place of Abode, or upon the Clerk of the said Company, or left at the Office of such Clerk, or at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any other Agent or Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Expences of  
the Act how  
to be paid.

LVIII. And be it further enacted, That all the Costs, Charges and Expences attending the applying for, obtaining and passing this Act, shall be paid and discharged by the said Company out of the Monies already subscribed, or to be subscribed by virtue of this Act.

Public Act.

LIX. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded.

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