



ANNO QUARTO & QUINTO.

GULIELMI IV. REGIS.

Cap. IXXIX.

An Act for better supplying with Water the Borough of *Southwark*, and Parishes and Places in the County of *Surrey* near thereto.

[25th July 1834.]

WHEREAS the Borough of *Southwark* has for many Years last past been partly supplied with Water from the River *Thames* by means of certain Waterworks called the Borough Waterworks: And whereas by an Act passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the Removal of the Waterworks at London Bridge*, after reciting (amongst other Things), that certain Licences to erect Engines in the River *Thames* and lay down Pipes had been granted by the City of *London* to the Proprietors of the said *London Bridge* Waterworks, and that certain Persons entered into a Copartnership for carrying on the said Waterworks under the Firm or Style of Proprietors of the *London Bridge* Waterworks, and that by virtue of an Indenture or Deed of Regulations bearing Date the Twenty-ninth Day of *June* One thousand seven hundred and three the Property of the said Copartnership was divided into Three hundred Shares, and the Management, Controul, and Direction of the same and the Business thereof were vested in Nine Persons, Proprietors of the said Works, to be appointed as therein is mentioned, and called a Committee of Assistants; and also reciting, that the said Proprietors of the *London Bridge* Waterworks had from Time to Time purchased and obtained, for the Purposes of their said Copartnership, certain Messuages, Ground, Buildings, Tenements, and Hereditaments, and that each and every of the said

3 G. 4. c. 109,

[Local.]

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Three hundred Shares of and in the said Copartnership had been divided into Five Shares, so that the Property of the said Copartnership then consisted of One thousand five hundred Shares; and also reciting, that the great Fall of Water occasioned by the said Waterworks, and certain Obstructions existing in consequence thereof, rendered the Navigation through the said Bridge at particular Times of the Tide dangerous and destructive to the Lives and Property of His Majesty's Subjects; and that for the Purpose of obtaining the Removal of the Waterworks and Obstructions, and procuring the Continuance of a Supply of Water to the Inhabitants of the Places who were then supplied with Water from the said Waterworks, the Mayor and Commonalty and Citizens of the City of *London*, and the said Committee of Assistants of the Proprietors of the said *London Bridge Waterworks*, and the Governor and Company of the *New River*, were willing and desirous of effecting an Arrangement whereby all the therein-before mentioned Licences for erecting Engines on the said River might become void; and all the Messuages, Buildings, Ground, Tenements, and Hereditaments of the Proprietors of the said Waterworks, and all the Wheels, Pipes, Engines, Apparatus, and Stores, and all other the Water Rents payable to them from and after the Twenty-fourth Day of *June* then last past, should be absolutely vested in the said Governor and Company of the *New River*, who should be empowered to raise Water by means of Steam Engines from the said River *Thames*; and that in part Compensation to the said Proprietors the said Governor and Company of the *New River* should secure to them certain Annuities or yearly Sums during the Term of Two hundred and sixty Years, being the Residue remaining unexpired of the Term of Years for which the aforesaid Licences were granted, it was (amongst other Things) enacted, that if such Arrangement should be effected they the said Governor and Company of the *New River*, their Successors and Assigns, should for ever thereafter have and enjoy full and ample Powers of laying down Mains and other Pipes in any of the Streets and other public Places in the said City of *London* or Borough of *Southwark*, or any other Parts, as well on the Southern as on the Northern Side of the River *Thames* which then were or might be supplied by the said Proprietors of the *London Bridge Waterworks*, under and subject to the Provisions and Regulations of an Act passed in the Fifty-seventh Year of the Reign of His

57 G. 3. c. 29. late Majesty King *George* the Third, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein*; and by the same Act it was likewise provided and enacted, that in case the said Governor and Company of the *New River* should be willing and desirous to abandon the Supply of any Part of the said District (being the District then supplied either wholly or in part by the said Proprietors of the *London Bridge Waterworks*), and any other Person or Body Corporate should be willing to supply the Part so abandoned, then and in such Case it should be lawful for the Governor and Company of the *New River* to receive from any such Persons or Bodies Corporate an Annuity bearing or *bonâ fide* intended to bear such Proportion to the Sum Total of the Annuities which should be payable to the Proprietors of the said Waterworks, by the said Governor and Company of the *New River* as the gross Water Rents ceded or relinquished by such Abandonment should bear to the whole of the Water Rents so made over to said Governor and Company by the said Proprietors as aforesaid: And whereas in pursuance of the said Act

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all the Property of the said Proprietors of the *London Bridge* Waterworks, or which the said Committee of Assistants was authorized or empowered to sell, convey, or assign by the said Act (except as in the said Act is excepted), were assigned unto the said Governor and Company of the *New River*, their Successors and Assigns, for ever: And whereas all or Part of the District on the South Side of the River *Thames* which was in part supplied with Water by the Proprietors of the *London Bridge* Waterworks was also in part supplied with Water by the said Borough Waterworks, of which *John Edwards* of *Rheola* in the County of *Glamorgan*, Esquire, was the sole Proprietor: And whereas the said Governor and Company of the *New River* did, under the Authority of the said recited Act, assign to the said *John Edwards* all Rights and Privileges vested in the said Company in pursuance of the said recited Act for supplying Water on the said South Side of the said River *Thames*, and in consideration thereof the said *John Edwards* covenanted to pay to the said Governor and Company an Annuity of One thousand and sixty-two Pounds, being the Proportion to an Annuity of Three thousand seven hundred and fifty Pounds (secured by the said Governor and Company to the said Proprietors of the *London Bridge* Waterworks) which the Amount of the Water Rents or Dues on the said South Side of the said River bore to the whole of the Rents or Dues assigned by the said Proprietors of the *London Bridge* Waterworks; and the said *John Edwards* also covenanted to purchase or redeem the same within Six Years by the Payment of a Principal Sum of Twenty-six thousand five hundred and fifty Pounds, being after the Rate of Twenty-five Years Purchase for the same; and the Lease under which the Ground, Engine House, and Premises occupied by the said Borough Waterworks are held from the Wardens of the Parish Church of *Saint Saviour's Southwark*, and all the Mains, Pipes, and Apparatus belonging to the same Waterworks, were assigned to the said Governor and Company of the *New River* as a Security for the due Payment of the said proportionate Annuity, or the Purchase Money for the same: And whereas Part only of the said Sum of Twenty-six thousand five hundred and fifty Pounds has been paid to the said Governor and Company of the *New River*, and there still remains due to them the Principal Sum of Sixteen thousand five hundred and fifty Pounds, and a proportionate Part of the said Annuity of One thousand and sixty-two Pounds, until the same be paid: And whereas the said *John Edwards* assumed by Royal Grant the additional Name of *Vaughan*: And whereas the said *John Edwards Vaughan* became or claimed to be the sole Proprietor of the said Borough Waterworks, and supplied the said Borough of *Southwark* with Water until the Period of his Death: And whereas the said Waterworks are now or are claimed to be the Property of *Sarah Edwards Vaughan* of *Rheola* in the County of *Glamorgan*, Widow, for her Life, and after her Death of *Nash Vaughan Edwards Vaughan* her Son, absolutely: And whereas, in consequence of the Removal of the said *London Bridge*, it is desirable to vary the Source from whence the Supply of Water for the said Waterworks is taken to a Part of the said River at or near to *Battersea* in the County of *Surrey*: And whereas it would be desirable to extend such Supply of Water to the Inhabitants of the several Parishes of *All Saints Wandsworth*, *Saint Mary Battersea*, *Saint Leonard Streatham*, *Holy Trinity Clapham*, *Saint Mary Lambeth*, *Brixton*, *Stockwell*, *Saint Mary Newington*, *Kennington*, *Saint Mary Magdalen Bermondsey*, *Saint Mary Rotherhithe*, *Saint Giles Camberwell*, *Walworth*, and *Christchurch*, all in the County of *Surrey*, and

to provide more effectually for the Supply of Water to the Inhabitants of the Parishes and Places now supplied by the said Borough Waterworks, which said Purposes can be more effectually accomplished by the Establishment of a Company with adequate Powers and under due Regulations: And whereas the said *Sarah Edwards Vaughan, Nash Vaughan Edwards Vaughan*, and the several other Persons herein-after also named, are willing and desirous to undertake at their own Cost and Expence to effect the Purposes aforesaid; but the same cannot be done 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 Commons, in this present Parliament assembled, and by the Authority of the same, That *Sarah Edwards Vaughan, Nash Vaughan Edwards Vaughan, Alexander Milne, James Stephen Wickens, John Lee Lee, Benjamin Lyon*, and *George Henry Ellis*, together with such other Person or Persons, or Body or Bodies Politic, Corporate, or Collegiate, who now are or is or shall at any Time hereafter be possessed of One or more Share or Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be and are hereby united into a Company for making, completing, maintaining, and continuing the Works, Machinery, and Conveniences by this Act 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 *Southwark Water Company*," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm, and shall have Power to purchase and hold Houses, Buildings, Lands, Tenements, and Hereditaments, to hold to them and their Successors and Assigns, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and to enter into Contracts, Bonds, and other Acts, Deeds, and Assurances for effectually carrying this Act into execution.

Subscribers
incorporated.

Act may be
put in force.

II. And whereas the probable Expence of purchasing the Land and forming the necessary Works in order to carry certain of the Purposes of this Act into execution will, according to an Estimate made thereof, amount to the Sum of Fifty-six thousand Pounds, which said Sum of Fifty-six thousand Pounds has been subscribed by several Persons, under a Contract binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively; be it therefore enacted, That from and after the passing of this Act the Powers and Provisions given by this Act may be put in execution.

Money to be
raised, which
shall be
divided into
Shares of
100/. each.

III. And be it further enacted, That it shall be lawful for the said Company to raise among themselves a Sum of Money for the Purposes of this Act not exceeding in the whole the Sum of One hundred and forty thousand Pounds, and the same shall be divided into One thousand four hundred Shares of One hundred Pounds each; and such Shares shall be numbered, beginning with Number One, and ascending in a regular Arithmetical Progression whereof the common Excess or Difference shall

always be One, and every such Share shall always be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Persons so raising and contributing to the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their and every of their proper Use and Benefit, proportionably to the Sum they shall severally raise and contribute; and all Bodies Politic, Corporate, and Collegiate, and all other Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Undertaking and other the Purposes thereof, shall be entitled to receive at such Time and Times as the said Company or their Committee shall, at a General or Special Meeting to be convened for that Purpose as Meetings on other Occasions are hereby directed to be convened, direct or appoint, an equal proportionable Part of such Part of the net Profits and Advantages that shall and may arise and accrue by the Rents, Rates, and other Sums of Money to be received by the said Company by the Authority of this Act, as the Company or their Committee of Management shall, at their Annual or Special Meeting hereby directed to be convened, or at any Adjournment thereof, direct and appoint to be divided amongst the Subscribers or Shareholders of the said Undertaking; and every Body Politic, Corporate, or Collegiate, Person or Persons, having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same in manner herein directed and appointed.

IV. And be it further enacted, That all and every the Shares of all Bodies Politic, Corporate, or Collegiate, and of all and every other Persons or Person, of and in the said Undertaking or Joint Stock or Fund of the said Company, shall be deemed Personal Estate, and transmissible as such, and not of the Nature of Real Property.

Shares to be
Personal
Estate.

V. And be it further enacted, That the several Persons and Bodies Corporate, Politic, and Collegiate who have subscribed for or towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner, as shall be ordered and directed by the said Company or their Committee of Management; and in case any Person or Persons, Bodies Corporate, Politic, or Collegiate, shall neglect or refuse to pay any such Money at such Times and in such Manner as shall be ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and Costs of Suit, from such Person or Persons, Bodies Corporate, Politic, or Collegiate respectively; or in case where Two or more Persons, or Bodies Corporate, Politic, or Collegiate, shall have jointly subscribed for

To compel
Payment of
Subscrip-
tions.

[*Local.*]

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or

or in the Joint Stock of any other Company, or other Works or Undertaking for raising or conveying of Water to the said Borough of *Southwark*, or to the Parishes in the County of *Surrey* herein-before named.

VII. And be it further enacted, That in case any Proprietor or Proprietors entitled to vote at any such Meetings as aforesaid shall be a Lunatic or Lunatics or a Minor or Minors, such Lunatic or Lunatics shall or may vote at such Meeting or Meetings by his, her, or their Committees, or any One such Committee, and such Minor or Minors shall or may vote by his, her, or their Guardians, or any One of such Guardians; provided that such Committee or Guardian may also vote in right of his own Shares as well as in the Character of Committee of any Lunatic or Lunatics, or of Guardian of any Minor or Minors, on the same Occasion.

Lunatics and Minors to vote by Committees or Guardians.

VIII. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the List of Proprietors being present shall at any Meeting of the said Company be solely entitled to vote in respect of such Share or Shares.

Joint Proprietors.

IX. And be it further enacted, That the said Company shall and they are hereby required, at their First General or some subsequent Meeting, to cause the Names and proper Additions of the several Persons, Bodies Politic, Corporate, or Collegiate, who shall be then entitled to the several Shares in the said Undertaking, with the Number of Shares belonging to each, and 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 of the said Company, and after such Entry made to cause a Certificate or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every such Subscriber on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking; and such Certificate or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscriber, his, her, or their Successors, Executors, Administrators, and Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Certificate or Instrument may be in the Words or to the Effect following; (that is to say,)

Names of Proprietors to be entered and to be delivered to them.

‘ *Southwark Water Company.*

Form of Certificate.

‘ Number
‘ THESE are to certify, That _____ is the Proprietor of
‘ _____ Share [or Shares] in the *Southwark Water Company*, num-
‘ bered as above, and that he [or she], and his [or her or their] Ex-
‘ ecutors, Administrators, or Successors and Assigns, as the Proprietors
‘ of such Share, will be entitled to a proportionate Share of the Profits
‘ and Advantages in the said Undertaking, according to the Provisions of
‘ an Act passed in the Fourth Year of the Reign of King *William* the
‘ Fourth, intituled [*here set forth the Title of this Act*]. Given under the
‘ Common Seal of the said Company the _____ Day of _____
‘ in the Year One thousand eight hundred and _____

X. And

Power to
borrow
Money on
the Rates.

X. And be it further enacted, That in case the said Sum of One hundred and forty thousand Pounds shall be found insufficient for completing and maintaining the Objects of this Act, it shall be lawful for the said Company, at any Meeting or Meetings of the Proprietors to be specially called for that Purpose in manner herein directed by the Committee to be appointed in pursuance of this Act, to borrow and take up at Interest on the Security or Securities herein-after mentioned any Sum or Sums of Money, so as the same shall not exceed the Sum of Twenty thousand Pounds; and in order to the raising of the same, or any Part or Parts thereof as aforesaid, provided that Two Thirds of the Votes given at such Meeting, either in Person or by Proxy, to be given for that especial Purpose, shall be in favour of borrowing or taking up at Interest such Sum or Sums, then and in that Case the said Committee shall and may, at the Costs and Charges of the said Company, assign over the Rates or Rents to be received by virtue of this Act, or any of them, or a competent Part thereof, as a Security or Securities for the Repayment of any such Sum or Sums of Money so to be borrowed, together with lawful Interest, to any Person or Persons, Bodies Corporate or Collegiate, or his, her, or their Trustee or Trustees, Nominee or Nominees, Successors, Executors, or Administrators, by the following Form of Assignment, or by any other Form of Words to the same Effect; (that is to say,)

Form of
Assignment

‘ BY virtue of an Act passed in the Fourth Year of the Reign of King
‘ *William* the Fourth, intituled [*here insert the Title of this Act*], we, the
‘ *Southwark* Water Company, in consideration of the Sum of
‘ of lawful Money to us in hand paid by do assign unto
‘ the said his, her, or their Executors, Administrators,
‘ and Assigns, [*or Successors or Assigns, as the Case may be,*] all and
‘ singular the Rates and Rents [*or any particular Description thereof or*
‘ *Part thereof, as the Case may be,*] to be received by virtue of the said
‘ Act, and also all the Estate, Right, Title, and Interest of the said
‘ Company of, in, and unto the same, to hold unto the said
‘ his, her, or their Executors, Administrators, and Assigns, [*or Suc-*
‘ *cessors and Assigns, as the Case may be,*] until the said Sum of
‘ together with Interest for the same after the Rate of
‘ *per Centum per Annum*, shall be repaid.’

And all and every Person and Persons, Body or Bodies Politic or Corporate or Collegiate, Corporation Aggregate or Sole, to whom such Assignment or Assignments shall be made, shall be equally entitled to their Proportion of the said Rates and Rents according to the respective Sums in such Assignment mentioned to be advanced to secure the Repayment thereof, with Interest as aforesaid, without any Preference by reason of Priority of Assignment, or on any other Account whatsoever; and the Money so borrowed as aforesaid shall be applied in making, completing, and maintaining the Works authorized by this Act to be made, and in carrying the same, and the several Provisions, Powers, and Authorities herein contained, into full Execution.

Memorial of
Assignment
to be made
and kept by
the Clerk.

XI. And be it further enacted, That Entries or Memorials of every such Assignment, containing the Dates, Names of the Parties, and Sums of Money borrowed, shall be entered in some Book or Books to be kept by the Clerk of the said Company for that Purpose, and shall and may be

perused at all reasonable Times by any of the Proprietors or Creditors of the said Company, and any other Persons interested therein, without Fee or Reward; 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, shall and 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 or to the Effect following; (that is to say,)

Mortgages may be transferred.

‘ I *A.B.* do hereby transfer a certain Mortgage made by the *Southwark*
 ‘ Water Company 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 Pro-
 ‘ perty therein, to *C.D.*, his Executors, Administrators, and Assigns,
 ‘ Dated this _____ Day of _____ in the Year _____

Form of Transfer.

And every such Transfer shall within Thirty Days after the Date thereof be produced to and left with the Clerk of the said Company, who shall within Ten Days then next following cause a Memorial to be made thereof, in like Manner as of the original Mortgages or Assignments, and for every such Memorial the said Clerk shall be paid the Sum of Two Shillings and Sixpence and no more; and after such Entry made such Transfer shall from thenceforth entitle such Assignee or Assignees, his, her, or their Successors, Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage; and such Assignee or Assignees may assign the same again, and so *toties quoties*; and it shall not from thenceforth be in the Power of any Person, Bodies Politic, Corporate, or Collegiate, who shall have made any such Assignment, to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof,

XII. And be it further enacted, That the Interest of the Money which shall be borrowed or raised by Mortgage as aforesaid shall be provided for and paid half-yearly to the several Persons entitled thereto before any Profit or other Interest or Dividends due to the said Company or any of them shall be paid, made, or divided: Provided always, that no Person or Persons, Bodies Politic, Corporate, or Collegiate, to whom any such Mortgage or Assignment shall be made or transferred as aforesaid, shall be deemed a Proprietor of any Share, or be capable of acting or voting by virtue of such Mortgage or Assignment at any Assembly of the said Company, for or on account of his, her, or their having lent or advanced any Money on the Credit of any such Assignment.

Interest to be paid half-yearly.

XIII. And be it further enacted, That it shall be lawful for the said Company and their Successors and Assigns, by themselves, their Deputies, Agents, Servants, Workmen, and Assistants, to make, construct, complete, maintain, lay down, fix, and keep Waterworks, Waterwheels, Houses, and Buildings, Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Waste Gates, Stop Gates, Stopcocks, Sluices, Banks, Bridges, Pumps, Pipes, Tunnels, Works, Machinery, and Conveniences in and through the several Parishes, Townships, Hamlets, Precincts, and Places of *All Saints Wandsworth, Saint Mary Battersea, Saint Leonard Streatham, Holy Trinity Clapham, Saint Mary Lambeth, Brixton, Stockwell, Saint Mary Newington, Kennington, Saint Mary Magdalen Bermondsey, Saint Mary Rotherhithe, Saint Giles Camberwell, Walworth, and Christ Church*, all in

Power to make Waterworks, take Water, &c.

[Local.]

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the County of *Surrey*, and also in the Parishes of *Saint George the Martyr*, *Saint Saviour*, *Saint Thomas*, *Saint John*, *Saint Olave*, all in the Borough of *Southwark* in the said County of *Surrey*, and from Time to Time to regulate and conduct, continue, cleanse, open, widen, enlarge, alter, amend, and use the same, and discontinue the same, and make and maintain other Works, as the said Company shall think fit and proper; and shall and may bore, dig, trench, and sough and remove Earth, Stone, Rubbish, Trees, Roots of Trees, Gravel, Sand, and any other Matter and Thing which may be dug or gotten or met with in and for the making, perfecting, and maintaining of the said Reservoirs, Tanks, Conduits, Cuts, Aqueducts, or the Trenches, Sluices, Drains, Watercourses, or other the Works of the said Company, or which may prevent or obstruct the making, completing, maintaining, and using the same or any of them respectively; and for effectuating the Purposes aforesaid the said Company and their Officers, Workmen, and Servants are hereby empowered to go, enter, and pass in, upon, over, under, and through all or any of the Rivers, Brooks, Streams, Waters, Watercourses, Highways, Roads, Waste Lands, Streets, Lanes, Alleys, and Passages, and all other Lands and Places of or belonging to any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, shown or mentioned in the Plan or Book of Reference herein-after mentioned; and are also hereby empowered to set out and ascertain such Part or Parts thereof as they the said Company shall think necessary and proper for making, completing, maintaining, improving, and using the said Waterworks, Machinery, Reservoirs, Pipes, Conduits, Cuts, Aqueducts, and all such other Works, Matters, and Conveniences as they shall think necessary for effecting the Purposes aforesaid; and also from Time to Time to dig and break up the Soil and Pavements of any of the Roads, Highways, Footways, Streets, Alleys, Passages, and public Places within the several Parishes aforesaid, in such Place and in such Manner as shall be necessary for the Purposes aforesaid; and also to construct, erect, do, and perform all other Matters and Things which shall be deemed necessary and convenient for making, completing, improving, and continuing the said Waterworks, and for conveying and bringing a sufficient Supply of Water to and through all and every the several Streets, Lanes, Alleys, Passages, Courts, and public Places of and in the several Parishes aforesaid, for the Use of the Inhabitants of the said several Parishes respectively, and for distributing and conveying such Water to the respective Houses, Factories, Hospitals, Prisons, Baths, Warehouses, Workshops, Offices, and other Buildings and Premises within the Limits of this Act; and for the certain and more efficient Supply of Water for the Purposes aforesaid it shall be lawful for the said Company, and they are hereby fully authorized and empowered, to supply the said Waterworks with Water from the River *Thames*, and to conduct the Waters thereby obtained by and through Under-drain Pipes, Cuts, or otherwise, into the Reservoirs, Aqueducts, Tanks, Cisterns, Mains, Pipes, and other Works of the said Company, as they shall from Time to Time think proper and expedient, they the said Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to the Owners or Proprietors of and all Persons interested in any Lands, Tenements, or other Hereditaments which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution

of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as herein-after mentioned and contained.

XIV. And whereas a Map or Plan and Sections describing the Line of the intended Channels, Cuts, Tunnels, or Aqueducts, and the Lands through which the same is or are intended to be carried, and the Situation of the intended Works and 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 of *Surrey*; be it therefore 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 Times have Liberty to inspect and peruse the same, and have a Copy thereof or such Part thereof such Person or Persons shall require, such Copy or Copies to be made by the said Clerk of the Peace respectively or his Deputy, being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies; and the said Company shall not, in laying and making such Channels, Cuts, Tunnels, or Aqueducts, deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan, nor make any Reservoirs, Tanks, Works, or Dams in any other Land, Grounds, or Situation than in those therein described, without the Consent in Writing of the Owner or Owners and Occupier or Occupiers of the Lands or Grounds into which they shall so deviate or make the same.

Map and Book of Reference to remain with the Clerk of the Peace, and be open for Inspection.

Company not to deviate more than 100 Yards from Plan.

XV. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said Company, or any Interruption be given to the making of the said Waterworks, Buildings, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and other Machinery and Convenience hereby authorized to be made, on account of any Error or Omission in the said Map, Plan, or Section, and Book of Reference, or either of them, in case it shall appear to any Two or more Justices of the Peace acting for the said County, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Errors in Book of Reference not to prevent Execution of Works.

XVI. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purpose of the said Waterworks, Buildings, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and other Machinery and Conveniences hereby authorized to be made, any House or other Building, or any Land or Ground which is now set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted or set apart as a Nursery for Trees, without the Consent in Writing of the Owners or Proprietors thereof and Persons interested therein respectively first had and obtained, other than and except such as are mentioned in the Schedule to this Act annexed.

Houses, Gardens, &c. not to be used, except those mentioned in the Schedule without Consent.

XVII. And

Houses, &c.
to be pur-
chased within
Three Years.

XVII. And be it further enacted, That if the said Company shall not, within the Space of Three Years to be computed from the passing of this Act, agree for or cause to be valued and paid for as herein-after mentioned the several Houses, Buildings, Lands, Tenements, and Hereditaments mentioned in the said Schedule, or so much thereof as they shall deem necessary or proper for the Purposes of this Act, then and from thenceforth the Powers and Authorities hereby granted to them for such Purposes only shall cease, determine, and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

Certain Limi-
tations and
Restrictions
with regard
to Reservoir
to be erected
on Clapham
Common.

XVIII. Provided always, and be it further enacted, That notwithstanding any thing herein contained it shall not be lawful for the said Company to make or maintain on *Clapham Common* in the County of *Surrey* more than One Reservoir for the Reception of Water, nor to make or maintain such Reservoir on any other Part of the said Common than the Site of the Pond called the *Boat House* or *Long Pond*, nor to form such Reservoir so as to contain a greater superficial Area of Water than the present Site of the said Pond, nor to raise the Banks at any Part of the said Reservoir to a greater Height than will be equal to the present Level of the Ground at any Point within Twelve Yards from the South-west Angle of the said Pond, nor to set up or erect any Fence or Inclosure around the said Reservoir, save and except a light Iron Fence which shall not exceed in Height Three Feet and Three Inches, nor to set up or erect any Steam Engine, Syphon, Machinery, Works, Building, or Erection whatsoever in or upon the said Reservoir or any Part of the said Common except the Fence aforesaid, and also except, if required as herein-after mentioned, an ornamental Fountain in the Centre of the said Reservoir, nor to cut down or injure any Tree or Trees upon the said Common.

Company to
make an
ornamental
Fountain, on
Request of
Rector and
Church-
wardens.

XIX. And be it further enacted, That the said Company, if thereto required by the Rector and Churchwardens of the said Parish of the *Holy Trinity Clapham* for the Time being, or the major Part of them, by Note in Writing under their Hands at any Time within Six Calendar Months from the Commencement of the Formation of the said Reservoir, shall, at the Costs and Charges of the said Company, erect and build, and for ever afterwards preserve and maintain in good Repair, an ornamental Fountain in the Centre of the said Reservoir,

Sufficient
Drainage to
be made
for Water
and Soil im-
peded by the
Works.

XX. And be it further enacted, That the said Company shall, at their own Costs and Charges, make and construct and keep in good Repair good and sufficient Drainage for all Water and Soil coming or to come through any Drains, Pipes, or Watercourses which shall be stopped or impeded by any of the Works of the said Company upon or under the said Common.

Form and
Construction
of Reservoir,
&c. to be
approved of
by Surveyor
appointed by
the Vestry of
the Parish,

XXI. And be it further enacted, That the said Company shall and they are hereby required to form and construct the said Reservoir of such external Shape and Form, and make the said Iron Fence, and also such ornamental Fountain (if required as aforesaid) of such Height and Form, but as to the said Iron Fence not exceeding in Height Three Feet Three Inches, as shall be approved of by a Surveyor or other Person to be appointed by a Vestry of the said Parish of *Clapham*, such Appointment

to be made within One Calendar Month after the Plan or Plans of the said Company for the said Reservoir, Iron Fence, and Fountain respectively shall have been delivered to the Vestry Clerk of the said Parish for the Time being.

XXII. And be it further enacted, That immediately after the said Reservoir on *Clapham Common* aforesaid shall be completed the said Company shall, at their own Costs and Charges, at all Times supply for the Use of the Inhabitants of the said Parish of *Clapham* for the Time being at the Rate of Eight hundred Cubic Feet of Water for every Day of Twenty-four Hours throughout the Year, and shall cause such Water to flow through Pipes to be laid under Ground by the said Company into such One Pond or into such Two Ponds now being on *Clapham Common* aforesaid (not being at a greater Distance than Five hundred Yards each from the said Reservoir), and in such Proportion into each of such Two Ponds, and in such Quantities on each Day (not exceeding in the whole of any One Year the Quantity of Eight hundred Cubic Feet of Water for every Day), as the Vestry of the said Parish of *Clapham*, or any Person to be appointed by them for that Purpose, shall from Time to Time direct and appoint.

After Completion of Reservoir, daily Supply of Water to be 800 Cubic Feet.

XXIII. Provided always, and be it further enacted, That if the said Company shall not make and complete the said Reservoir on *Clapham Common* aforesaid within the Space of Four Years next after the passing of this Act, then and from thenceforth the Powers given to them by this Act shall, so far as the same enable them to make any Reservoir, Cistern, or Tank on *Clapham Common* aforesaid (but not further or otherwise), cease, determine, and be utterly void.

If Reservoir not completed within Four Years, Powers hereby given to cease.

XXIV. And be it further enacted, That if it shall at any Time appear that the said Company have raised any Part of the Banks of the said Reservoir higher than is herein-before mentioned and directed, or set up or erected any Steam Engine, Syphon, Machinery, Works, Buildings, or Erections on any Part of *Clapham Common* aforesaid, contrary to the Enactment herein-before contained, or in case the said Company shall refuse or neglect to erect, preserve, and maintain such ornamental Fountain in manner herein-before directed and provided, or to make and construct and keep in good Repair such good and sufficient Drainage as aforesaid, or if from any Obstruction, Want of Repair, or other Cause, the full and proper Quantity of Water shall be prevented or hindered from flowing or coming through such Pipes to be laid under Ground by the said Company into such Pond or Ponds on *Clapham Common* as aforesaid, then and in any such Case it shall be lawful and competent to and for the Vestry Clerk of the Parish of *Clapham* aforesaid for the Time being to give Notice in Writing of the same to the said Company; and in case the said Company shall not, within the Space of Ten Days from the Service of any such Notice, or as soon afterwards as may be practicable, cause such Bank of the said Reservoir to be lowered to the Height required by this Act, or cause any such Steam Engine, Syphon, Machinery, Works, Erections, or Buildings to be removed, or cause or procure such ornamental Fountain to be erected or repaired, or cause such good and sufficient Drainage to be made, constructed, or repaired, or cause such Obstruction or Hindrance to the Flow of Water to be removed, then it shall be lawful

In the Event of any Works being made or erected in any other Manner than is authorized by this Act, the same may be altered at the Company's Expence.

for the Vestry Clerk for the Time being of the said Parish of *Clapham*, by Direction of the Vestry of the same Parish, to cause or procure the same to be done accordingly; and all the reasonable Expences thereof, together with the Costs and Charges attending the same, shall be repaid by the said Company to such Vestry Clerk within the Space of Three Calendar Months next after an Account and Demand thereof shall have been delivered and made to the said Company; and on default thereof Two or more of the Justices of the Peace for the County of *Surrey*, assembled at any Petty Sessions or otherwise, shall and are hereby required, upon Application to them by such Vestry Clerk for the Time being, by Warrant under the Hands and Seals of the same Justices, to cause the same Expences, Costs, and Charges to be levied by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to such Vestry Clerk as aforesaid, rendering to the said Company, or to their Clerk or Treasurer, the Overplus (if any) after deducting the reasonable Charges of making such Distress and Sale, or otherwise such Vestry Clerk shall and may sue for and recover the same against the said Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Empowering
Company to
purchase the
present
Borough
Waterworks.

XXV. And be it further enacted, That it shall be lawful to and for the said Company at any Time or Times after the passing of this Act, and they are hereby authorized and empowered (if they shall think fit), to purchase, take, and hold for the Purposes of this Act, of and from the Owners or Proprietors or Lessees or Lessee of the present Waterworks in the said Borough of *Southwark*, whether such Owners or Proprietors or Lessees or Lessee shall be entitled, seised, or possessed in Possession, Remainder, or Reversion, all and every or any Part or Share of the Waterworks, Lands, Tenements, and Hereditaments thereto belonging, and all and every or any of the Mains, Pipes, Reservoirs, and Machinery of every Kind and Description, and all the Estate, Right, Title, Interest, Powers, Privileges, Liberties, Licences, Authorities, Benefit, Advantage, Claim, and Demand whatsoever of or belonging to such Owners or Proprietors, Lessees or Lessee as aforesaid, at or for such Price or Consideration as shall be mutually fixed and agreed upon by and between the said Company and such Owners or Proprietors, Lessees or Lessee of the said Waterworks in the said Borough as aforesaid; and upon Payment being made by the said Company of such Price or Consideration for the Purchase of the said Premises as aforesaid the Owners and Proprietors, Lessees or Lessee thereof, and every of them, are hereby accordingly authorized, empowered, and required to convey and assure the same and every Part thereof, and all their Estate, Right, Title, and Interest therein, to the said Company and their Successors, who shall henceforth and for ever thereafter hold, possess, and enjoy the same for the Purposes and according to the true Intent and Meaning of this Act; and all and every the Powers, Provisions, Regulations, Matters, and Things in this Act contained for enabling the said Company to purchase, or for incapacitated and other Bodies or Persons to sell and convey, Lands, Tenements, or Hereditaments for the Purpose of this Act, shall extend and be applicable (as far as Circumstances will permit) to the purchasing, selling, and conveying of the said Waterworks, Lands, Tenements, and Hereditaments thereto belonging, and the said Mains, Pipes, Reservoirs, and Machinery, Powers, Liberties, Licences, Authorities, and Premises herein mentioned or referred to, and shall be used and adapted accordingly.

XXVI. Provided nevertheless, and be it further enacted, That in the Event of any Arrangement between the said new Company and the said Owners or Proprietors of the present Waterworks in the said Borough of *Southwark* for the Purchase or Transfer of the Waterworks of the said Owners or Proprietors, or the Lands and Hereditaments, Mains, Pipes, Reservoirs, and Machinery thereto belonging, if the said Sum of Sixteen thousand five hundred and fifty Pounds (Residue of the said Sum of Twenty-six thousand five hundred and fifty Pounds), or any Part thereof, or of the said proportionate Annuity of One thousand and sixty-two Pounds, shall remain unpaid to the said Governor and Company of the *New River*, then the said Sum of Sixteen thousand five hundred and fifty Pounds, or such Part thereof or of the said proportionate Annuity of One thousand and sixty-two Pounds as shall be unsatisfied, shall remain and be a Charge and the same is by this Act charged upon the said new Company, and on their Lands and Hereditaments, Works, Mains, Pipes, Reservoirs, and Machinery; and the said new Company shall be bound to pay to the said Governor and Company of the *New River*, their Successors or Assigns, within Three Calendar Months next after the making of such Arrangement, the said Sum of Sixteen thousand five hundred and fifty Pounds, or such Part thereof as shall at the Time of such Arrangement remain unpaid, with all Arrears which shall remain unpaid of the said proportionate Annuity of One thousand and sixty-two Pounds.

Any Portion of Debt remaining unpaid to Proprietors of Borough Waterworks to be charged upon the new Company.

XXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments for the Purposes of this Act, and to accept and take a Conveyance thereof; and it shall be lawful for 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 or Trustees in Trust for charitable Purposes, 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, Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also for all Femes Covert, infant Heirs, who are or shall be seised, possessed of, or interested in their own Right, and for all and every Persons and Person whomsoever who are or shall be seised, possessed of, or interested in any such Lands, Tenements, or Hereditaments which shall be thought necessary to be purchased for the Purposes of this Act, to treat, contract, and agree with the said Company for the Sale thereof, or for Satisfaction for any Damage which may be done thereto, and to sell and convey all or any Part thereof, and all Right, Title, and Interest whatsoever in and to the same Lands, Tenements, and Hereditaments, to the said Company for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue of and in pursuance of this Act shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances and Assurances in the Law whatsoever, and without Inrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons conveying, but also to convey all Right, Estate, Interest, Use, Property,

Power to contract for the Purchase of Lands, &c.

Property, Claim, and Demand whatsoever of their several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and all Persons entitled in Remainder or Reversion expectant on any such particular Estate; and the same shall be deemed and considered to bar all Dower and Dowers of such Person or 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 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 or Trustees in Trust for charitable Purposes, or other Trustees, Executors, Administrators, Husbands, Guardians, Committees, and all and every other Persons and Person, are, is, and shall be hereby indemnified for what they, he, or she shall do by virtue and in pursuance of this Act.

Form of
Conveyance.

XXVIII. 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,)

‘ I [or We] of do hereby, in pursuance
 ‘ and by virtue of the Power in that Behalf contained in an Act
 ‘ passed in the Fourth Year of the Reign of King *William* the Fourth,
 ‘ intituled [*here set forth the Title of this Act*], grant and convey to the
 ‘ *Southwark* Water Company, and their Successors and Assigns, all
 ‘ [*here describe the Hereditaments to be conveyed*], and all my [or our]
 ‘ Right, Title, Estate, and Interest to and in the same and every Part
 ‘ thereof, to hold to the said Company and their Successors and Assigns
 ‘ for ever according to the true Intent and Meaning of the said Act.
 ‘ In witness whereof I [or we] have hereunto set my [*for our*] Hand
 ‘ and Seal [or Hands and Seals] this Day of
 ‘ in the Year .’

And all such Sales, Conveyances, and Assurances so made shall be good, valid, and effectual in the Law to all Intents and Purposes whatsoever, and shall operate as a Merger of all outstanding Terms of Years and other Interests, and be a complete and effectual Bar of all Estates Tail, and other Estates, Rights, Titles, Remainders, Reversions, Trusts, and Interests whatsoever.

Differences
respecting
Land to be
settled by a
Jury.

XXIX. And be it further enacted, That if any Body or Bodies Politic, Corporate, or Collegiate, Corporations Sole or Aggregate, Feoffees, Trustee or Trustees, or any other Person or Persons interested, entitled, or empowered to sell as aforesaid, shall, for the Space of Twenty-one Days next after Notice in Writing shall have been given to the principal Officer of any such Body or Bodies Politic, Corporate, or Collegiate, Corporations Sole or Aggregate, or to such Feoffees, Trustee or Trustees, Person or Persons respectively, or left at the last or usual Place or Places of his or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands or Hereditaments required for the Purposes of this Act,

Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or shall by reason of Absence be prevented from treating, or shall by reason of Nonage, or any other Impediment or Disability not provided for by this Act, be incapable of treating or making such Agreement as shall be expedient for enabling the said Company to proceed in making the said Waterworks and other the Works as aforesaid, or shall not produce or evince a clear Title to the Premises they may be in Possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company, then and in every such Case the said Company shall and they are hereby empowered and required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands or Hereditaments in question shall be situated, or the Matter in question or dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matters in question, then to any Coroner of such County not interested as aforesaid, or if all the Coroners shall be so interested as aforesaid, then to the last Persons or Person then in being who filled the Office of Sheriff of the said County, not interested as aforesaid, commanding such Sheriff or Coroner or other Person to impanel, summon, and return a Jury, and the said Sheriff, Coroner, or other Person is hereby accordingly authorized, empowered, and required to impanel, summon, and return a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trial of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the Justices of the Peace for the County in which such Lands, Tenements, or Hereditaments shall be, or the Matter in question or dispute shall arise, at some Court of General or Quarter Sessions of the Peace to be holden for the same County, or at some Adjournment thereof, as in such Warrant shall be directed or appointed, and to attend such General or Quarter Sessions from Day to Day until discharged by the said Court; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the Clerk of the Peace for the County wherein such Jury shall be returned, or his Deputy, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Clerk of the Peace or his Deputy shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned shall and may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Clerk of the Peace or his Deputy is hereby empowered and required to summon and call before the said Justices all and every the Persons and Person who shall be thought necessary to be examined as Witnesses or a Witness touching the Matters in question or dispute, and may order and authorize the said Jury, or any Three or more of them, to view the Place or Places, Matter or Matters, in controversy; and such Jury shall, upon their Oaths, (which Oaths, as well as the Oaths to such Person or Persons as shall be called upon to give Evidence,

dence, the said Justices are hereby empowered and required to administer,) inquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, Grounds, Messuages, Buildings, Tenements, and Hereditaments, and also the separate and distinct Sum or Sums of Money to be paid by way of Recompence or Compensation for the Damages which shall or may have been occasioned and sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damages which shall have been so occasioned as aforesaid, and the said Justices shall accordingly give Judgment for such Purchase Money, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, and all other Persons whomsoever: Provided always, that in all Proceedings before any such Juries the Person or Persons claiming Compensation shall be deemed Plaintiffs, and shall be entitled to all the Rights, Privileges, and Advantages to which Plaintiffs are by Law entitled: Provided also, that not less than Ten Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party or Parties with whom any such Controversy shall arise by leaving such Notice at the Dwelling House of such Person or Persons, or of the Clerk or Agent or Head Officer of any such Body Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which any such Question shall arise.

Value of Land and Damages to be ascertained separately.

XXX. Provided always, and be it further enacted, That in ascertaining the Sum or Sums of Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or made use of for the Purposes of this Act the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may at any Time or Times hereafter be sustained by any Body or Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, or by any Person or Persons respectively being Owner or Owners of or interested in such Lands, Tenements, or other Hereditaments, for or by reason of severing or dividing the same from other Lands, Tenements, or Hereditaments belonging to such Body or Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, or to any Person or Persons aforesaid, and for or on account of the Detriment, Injury, Loss, and Damage or Prejudice which shall or may accrue to or be sustained by such Body or Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, Owner or Owners, or other Person or Persons interested in such Lands, Tenements, or other Hereditaments, or any of them, by reason of the making, using, repairing, or maintaining of the said Waterworks, Buildings, Reservoirs, Aqueducts, Engines, and other Works, Machinery, and Conveniences belonging thereto, or by reason or means of the Execution of any of the Powers given to the said Company, such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments so to be taken and used as aforesaid.

XXXI. And

XXXI. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person or Persons having a particular Estate, Term, or Interest in the Premises for such his, her, or their Interest or respective Interests therein.

Juries to apportion Compensation.

XXXII. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the Clerk of the Peace or his Deputy present at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes whatsoever, and the same or examined Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling and no more, and also to take and make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Verdicts of Juries to be recorded.

XXXIII. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit the Sum of Fifty Pounds; and if any Person so to be summoned and returned upon any such Jury as aforesaid shall not appear without sufficient Excuse, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so to be summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his, her, or their Costs and Expences, or appearing shall refuse to be sworn or to give Evidence, then and in every such Case every such Person so offending, having no reasonable Excuse (to be allowed by the said Justices), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall be summoned, any Sum not exceeding Ten Pounds, to be levied by virtue of any Warrant under the Hand and Seal of One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, her, or them the Overplus of the Money then produced, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Fine on Sheriff, &c. making default.

XXXIV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury or Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all and every Persons and Person who in any Examination to be taken by virtue of this Act upon their Oath, or, being of the Society of Persons called *Quakers*, upon their solemn Affirmation, shall wilfully and corruptly give false Evidence before any Justice or Justices of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof be subject and

Juries subject to the same Regulations as in Courts of Record.

Witnesses giving false Evidence to be prosecuted.

liable

liable to the same Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

By whom
Expences of
Juries shall
be paid.

XXXV. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for more Money than shall have been previously offered for or on behalf of the said Company as a Recompence or Satisfaction for any such Lands, Tenements, or Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, all the Costs and Charges incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said Company out of the Monies to be raised by virtue of this Act; and in case such Costs and Expences shall not be paid to the Party or Person entitled to receive the same within Twenty-one Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels vested in the said Company, or of any Goods or Chattels of the Treasurer or Treasurers of the said Company, (unless such Treasurer or Treasurers shall pay such Costs and Charges out of the Monies received by him or them by virtue of this Act, which he or they is and are hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the County where such Goods or Chattels may be, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for no more or for less Money than shall have been previously offered by or on behalf of the said Company as such Recompence or Satisfaction as aforesaid, all the Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Parties refusing or neglecting to treat or agree, as before mentioned, and by the said Company; but in Cases where any Person or Persons, Party or Parties, shall have been prevented by Absence from entering into any Treaty with the said Company, the Costs and Charges so incurred shall be borne by the said Company, and paid and levied in manner aforesaid; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges the same shall be settled and ascertained by any such Justice of the Peace for the said County not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof, having been first paid by the said Company, may be deducted by them out of the Monies awarded to be paid to such Party or Parties as so much Money advanced for his, her, or their Use, and the Payment or Tender of the Balance of such Money shall be deemed and taken, to all Intents and Purposes whatsoever, to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid, upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Company from the Party or Parties liable to the Payment thereof by Action of Debt or on

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the Case in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

XXXVI. And be it further enacted, That all and every Persons or Person who shall refuse to accept such Purchase or Compensation Money as shall have been offered them, him, or her by the said Company, and shall request that the Matters in dispute shall be referred to the Determination of a Jury, shall, before the said Company shall be obliged to issue out their Warrant or Warrants for the summoning of such Jury, first enter into a Bond to the Treasurer of the said Company in a Penalty of One hundred Pounds to prosecute such their, his, or her Complaint, and to bear and pay their, his, or her Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case such Costs and Expences shall fall upon them, him, or her, to be paid according to the true Intent and Meaning of this Act.

Persons requesting Juries to enter into Bonds to prosecute.

XXXVII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive and take notice of any Complaint or Complaints to be made by any Person or Persons whomsoever for any Injury or Damage by him, her, or them sustained or supposed to be sustained by virtue or in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person or Persons to the said Company within the Space of Three Calendar Months after the Time of such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Notice of Injury to be given to the Company.

XXXVIII. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury or Juries in manner aforesaid, for the Purchase of any Lands, Tenements, or other Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages, as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or other Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive such Money or Compensation respectively within One Calendar Month after the same shall be so agreed for, determined, or assessed; or if the Person or Persons so entitled or interested as aforesaid, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum or Sums of Money into the Bank of *England*, as herein-after directed and required, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, and other Hereditaments respectively, and then and thereupon such Lands, Tenements, and other Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become and be the sole Property of the said Company, to and for the Purposes

Power to enter Lands on Payment, &c. of Purchase Money.

of this Act, for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment in the Bank of *England* as aforesaid it shall not be lawful for the said Company or any Person acting under their Authority to dig or cut into, take or use, such Lands, Tenements, or Hereditaments, for the Purpose of making the said Waterworks or other Works hereby authorized to be made, without the Leave of the respective Owners and Occupiers thereof in Writing under their respective Hands.

Tenant at Will, &c. to quit Lands after Three Months Notice.

XXXIX. And be it further enacted, That every Tenant at Will, Lessee for a Year, and other Person in Possession of any Lands, Tenements, or Hereditaments which shall be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessee for a Year or from Year to Year, shall deliver up the Possession of such Premises to the said Company, or to such Person or Persons as they shall appoint to take possession of the same, at the Expiration of Three Calendar Months next after Notice to that Effect shall have been given by the said Company, or left upon the said Premises, whether such Notice be given with reference to the Time or Times of such Tenants holding or not; and in case any such Tenant or Lessee, or Person or Persons so in Possession as aforesaid, shall refuse to give such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept or Precepts to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept or Precepts on the Person or Persons so refusing to give Possession as aforesaid by Distress and Sale of his, her, or their Goods.

Interest of Tenants to be settled by a Jury.

XL. Provided always, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him or her to the said Company, or to the Person or Persons authorized by them to take possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant or Lessee as aforesaid in the said Premises, the said Company shall and they are hereby directed to make or tender to such Tenant or Lessee Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any other Satisfaction or Compensation for Lands intended to be taken or made use of is in and by this Act directed to be made and assessed.

Mortgages to be conveyed to the Company

XLI. And be it further enacted, That all and every Person and Persons having any Mortgage or Mortgages on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (not being in Possession thereof by virtue of such Mortgage or Mortgages,) shall, on

Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal, by the said Company, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Company; or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Six Calendar Months, to be computed from the Day of giving such Notice, then and at the End of such Six Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage or Mortgages shall amount to more than the real Value of the Premises included therein, and to be taken and made use of for the Purposes of this Act, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to the said Mortgagee or Mortgagees more than the real Value of the Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed: Provided also, that in case any such Mortgagee or Mortgagees shall neglect or refuse to convey or assign as aforesaid, then, upon Payment of the Principal Money and Interest due on any such Mortgage or Mortgages as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the said Bank shall give a Receipt or Receipts for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Persons or Person in Trust for him, her, or them, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises comprised in such Mortgage or Mortgages to all Intents and Purposes whatsoever: Provided also, that if such Mortgage or Mortgages shall comprise other Lands, Tenements, or Hereditaments than those so taken by the said Company, such Mortgagee or Mortgagees shall, upon Payment or Tender of the Sum so ascertained as the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Tenements, or Hereditaments to the said Company; and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give such Receipt or Receipts as above mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Persons and Person in Trust for him, her, or them in the said Lands, Tenements, or Hereditaments the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever; and such Sums of Money shall be deducted

after Tender
of Principal
and Six
Months In-
terest.

from

from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

Application
of Purchase
Money, if
amounting to
200*l*.

1 G. 4. c. 35.

XLII. And be it further enacted, That if any Money shall be agreed or adjudged or awarded to be paid for the Purchase of or Damage to 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 Trustees, for on behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trust, 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 amount 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 Court of Exchequer, to be placed to his Account there *ex parte* the *Southwark* Water Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; to the Intent that such Money may 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, or Hereditaments, in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or Debts, or such other Incumbrance 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 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 and with the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or 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 meantime 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, or Hereditaments so hereby directed to be purchased in case such Purchase or Settlement were made.

XLIII. And

XLIII. And be it further enacted, That if any Money so agreed or awarded to be paid for the Purchase of or Damage to 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, Lunacy, or other Incapacity, 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 Accountant General of the Court of Exchequer, 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 or Common Seal of the nominating and approving Parties), in order that such Principal Money and the Dividends arising therefrom 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 Exchequer.

Where less than 200*l.* and not less than 20*l.*

XLIV. And be it further enacted, That where such Money so agreed or awarded to be paid as 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, Lunacy, or other Incapacity, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

Where less than 20*l.*

XLV. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be agreed or awarded to be paid 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, or cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful 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 Court of Exchequer, 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 Exchequer; which said Court, 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

In case of not making out Titles, &c.

[*Local.*]

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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 same 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, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any Question shall arise as to the Title to Money.

XLVI. 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 Exchequer, in pursuance of this Act, for the Purchase of or for any Damage to be done to any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, or of any Estate, Right, or Interest therein, 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 and Enjoyment 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 shown to the Satisfaction of the said Court of Exchequer; 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, until 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, when the said Court shall be and is hereby empowered to make such Order as to the Payment of such Dividends and Capital as the said Court shall deem proper.

Court of Exchequer may order Expences of Purchases to be paid by the Company.

XLVII. And be it further 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 Exchequer, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court of Exchequer to order the reasonable Expences of all Purchases to be from Time to Time made in pursuance of this Act, and of the Re-investment of the Purchase Money in Land, together with the necessary Costs and Expences of obtaining the proper Orders for that Purpose, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

For making good Deficiencies in

XLVIII. And whereas by reason of taking down Houses and Buildings and making Alterations, in pursuance of this Act, there may be Deficiencies in

in the Assessment for Land Tax in the several Parishes through which the Reservoirs, Pipes, Aqueducts, or other Works of the said Company will pass and be situate; be it therefore enacted, That the said Company shall, from and after the said Company shall become seised and possessed of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax), be subject and liable from Time to Time to pay and make good to or in aid of the said Parish, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said Assessment for Land Tax within the said Parish by reason or means of taking down or using for the Purposes of this Act any Houses, Buildings, or Premises liable to such Assessment, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver to be appointed under this Act shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector or Collectors of the Assessments.

XLIX. And whereas, in order more effectually to carry into effect the Purposes of this Act, the said Company may purchase Lands, Buildings, or Hereditaments, which, or Part thereof, may afterwards be considered as unnecessary to be made use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company to sell and dispose of, and by Indenture under their Common Seal absolutely to grant and convey, such Part or Parts of the Lands, Buildings, or Hereditaments which shall be purchased by and conveyed to the said Company as aforesaid, and shall not be wanted for the Purposes aforesaid, and all such Conveyances shall be good, valid, and effectual, any Law, Statute, or Custom to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by the Sale or Sales of such Lands, Buildings, or Premises, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which the said Lands, Buildings, or Premises shall be sold, or for so much thereof as in such Receipts shall be expressed to be received; and such Person or Persons shall not be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof: Provided always, that the said Company, before they shall sell and dispose of such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, shall first offer to sell the same to the Person or Persons whose Lands, Tenements, or Hereditaments shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold as aforesaid; and in case such Offer shall not be accepted, or if the said Company and such Person or Persons shall differ and not agree as to the Price or Rate thereof, and such Person or Persons shall signify his, her, or their Desire to purchase the same by a Notice in Writing to be given to or left with the Clerk of the said Company within Fourteen Days after such Offer, at a Price to be settled and adjudged by a Jury to be summoned, as in case of Purchases made by the said Company as herein mentioned, *mutatis mutandis*, such Notice shall be deemed an actual Contract for Purchase of the said Premises as against the Party or Parties giving

Power to
resell Lands
not wanted.

giving the same, at a Price which shall be settled and adjudged by such Jury; and in case such Person or Persons shall not agree to purchase such aforesaid Interest therein, or shall not give Notice of his, her, or their Intention of purchasing the same within Fourteen Days after such Offer of Sale, then and in every such Case, an Affidavit being made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the said County of *Surrey*, by some competent Person or Persons, stating that such Offer was made by or on behalf of the said Company, and was not then or thereupon agreed to by the Person or Persons to whom the same was so made, and that no such Notice as aforesaid was given, shall in all Courts be sufficient Evidence and Proof that such Offer was made and was not agreed to by the Person or Persons to whom it was made (as the Case may be), and that such Notice as aforesaid was not given.

Company not to purchase more than Ten Acres from incapacitated Persons.

L. And whereas the said Company are enabled to purchase Land by virtue of this Act for the Purposes thereof, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell Land to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body Corporate, or Person being under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Body or Person being under legal Disability or Incapacity in lieu or stead of the Lands so sold; be it therefore further enacted, That it shall not be lawful for the said Company to purchase from any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, or Person to whom or for whose Use Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than Ten Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Land so purchased it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Body Politic, Corporate, or Collegiate; Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, nor for the same or any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executors, Administrators, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenant for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, or other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or stead of such Ten Statute Acres or any Part thereof so sold or disposed of by the said Company.

The Word "grant" in Conveyances

LI. And be it further enacted, That in all Conveyances to be made by the said Company under or by virtue or in pursuance of the several Powers and

and Authorities to them hereby given, the Word "grant" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them, indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchasers or Grantees, and his, her, or their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action or Actions to be brought, assign a Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyance.

from the Company of Proprietors to amount to certain Covenants.

LII. And be it further enacted, That the said Company shall pay to the said Mayor and Commonalty and Citizens of the City of *London* the Sum of Five Pounds Five Shillings as a Fine or Acknowledgment for the Liberty of opening a Communication between the said Waterworks and the River *Thames*, and shall also pay to the said Mayor and Commonalty and Citizens of the said City, their Successors, Collectors, or Assigns for ever, the Sum of Five Pounds Five Shillings *per Annum* after the opening a Communication between the said Waterworks and the River *Thames*, and which said annual Sum is hereby charged upon and made payable out of the Rates and Rents of the said Undertaking, and may be recovered in the same Manner and with the same Powers as are herein-before prescribed and given for the Recovery of the annual Rates or Rents made payable by virtue of this Act.

Payments to the City of London for cutting into the River.

LIII. And be it further enacted, That in consideration of the said Fine and annual Sum, and also in consideration of the said Company's making and providing a safe, convenient, and proper Footpath, with the like Access by Land and Water to and from the same, for Passengers on that Part of the Bank of the River *Thames* to be embanked by the said Company, it shall be lawful for the said Company to cut the Bank of the said River, and make and maintain, to communicate with the said Waterworks, a Pipe or Feeder from and into the River *Thames* at or near the Windmill in *Battersea Fields* in the County of *Surrey*, and also to form an Embankment on the Side of the said River in *Battersea Fields* aforesaid, according to a Plan deposited with the Town Clerk of the City of *London*, and also that it shall be lawful for the said Company at all Times to admit the Water of the said River *Thames* into the lower Level of the said Waterworks, and to raise the same by the Power of Steam or otherwise into the upper Levels for the Use of the said Waterworks.

Company empowered to cut into the Thames and take Water therefrom.

LIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said

Communication between the Water works and

[Local.]

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Company

the Thames
not to be a
Conveyance
for Goods.

First and
other General
Meetings.

Company any Power or Authority to render the Communication of the said Waterworks, or with any navigable Canal or Railway, a Conveyance for Goods, Wares, or Merchandize.

LV. And be it further enacted, That the said Company of Proprietors shall meet together at the Office of the *Southwark* Waterworks in *Park Street*, or at some other convenient Place in the said Borough of *Southwark*, within Two Calendar Months next after the passing of this Act, between the Hours of Ten of the Clock in the Forenoon and Two of the Clock in the Afternoon, and shall then and there proceed in the Execution of this Act, and shall and may adjourn such Meeting from Time to Time and from Place to Place as they shall think fit; and from and after the said First General Meeting of the said Company there shall be a General Meeting of the said Company on the Tenth Day in the Month of *June* in each and every Year, or within the Space of Fourteen Days next following, and also such and so many Special General Meetings of the said Proprietors as shall be called by the Committee of Management as hereinafter provided, of which said General Meeting and Special General Meetings One public Notice at the least, Seven Days previous to such Meeting, shall be given by Advertisement in some One or more *London* Newspaper or Newspapers, and which said Notice shall specify the Purpose for which any such Special General Meeting is called; and all such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Meetings of
Proprietors
may be spe-
cially con-
vened.

LVI. And be it further enacted, That Five or more Proprietors of the said Company may at any Time, by Writing under their Hands left at the Office of the said Company or at the Office of the Clerk to the said Company, or given to any Member of the said Committee of Management, require the Committee of Management to call a Special General Meeting, so as such Requisition fully express the Objects for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Committee to call such Meeting for the Space of Seven Days after such Notice given as aforesaid, the same may be called by such Proprietors by giving Seven Days Notice thereof in some One or more *London* Newspaper or Newspapers, and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified only; and all such Acts of the Proprietors or the major Part of them met together at every such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at a General Meeting at the Time herein-before appointed for holding the same.

General
Meetings
may make
Bye Laws.

LVII. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any such General or Special General Meeting as aforesaid, to make such Rules, Orders, and Bye Laws as to them shall seem right and proper for the good Government of the said Undertaking, and for regulating the Proceedings of their Committee of Management, and for the Regulation of all Officers, Workmen, and Servants to be employed in or about the Affairs of the said Company, and for the Superintendence and Management of the said
Undertaking

Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Regulations, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon Persons offending against the same, as to the major Part of the said Company present at such Meetings shall seem meet, not exceeding the Sum of Five Pounds for every Offence, such Fines and Forfeitures to be levied and recovered by such Ways and Means as herein-after mentioned; which said Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, and printed and published, shall be hung up and affixed in some conspicuous Part of the Office of the said Company, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, or destroyed; and such Rules, Bye Laws, and Orders shall be binding upon and observed 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 repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

LVIII. And be it further enacted, That the said Company shall, at the said First General Meeting or at any Adjournment of the same, elect, nominate, and appoint Ten Persons Members of the said Company, provided they be Holders each of Ten or more Shares, to be a Committee of Management of the Concerns of the said Company until the General Meeting of the said Company to be holden on the Tenth Day of *June* then next ensuing, and shall also, at every succeeding Annual General Meeting in each Year, or at some Adjournment thereof respectively, elect, nominate, and appoint out of the said Company Ten such Persons as aforesaid, who shall be a new Committee of Management of the Concerns of the said Company, and who shall continue in their Offices for the Space of One Year, to be computed from the Day of Election, or until others or another shall be duly elected in their Places; and on every General Annual Meeting to be holden as aforesaid the Members of the said Committee shall be eligible to be re-elected.

Committee of Management to be elected.

LIX. And be it further enacted, That no Proprietor who shall be one of the Committee of Management shall be capable of acting or voting as such during the Time he shall enjoy any Office of Profit under the said Company, or in any Case wherein he shall be directly or indirectly personally interested, other than except as such Proprietor of Shares in the said Company, nor shall any Member of the Committee of Management be capable of taking any Contract whilst he shall be a Member of such Committee; and if any Proprietor, being at the Time a Member of the Committee of Management, shall, either in his own Name or in the Name of any other Person or Persons, sell or contract to sell, or provide, furnish, or supply, for his or their Profit, for the Use of the said Company, any Goods or Materials of any Kind, or enter into any Contract or Contracts relating thereto, or for the doing or executing any Work of any Kind whatsoever, in pursuance of or by virtue of this Act, every such Proprietor shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same within Twelve Calendar Months after the same shall have been committed,

No Member of Committee of Management to contract for supplying the said Company with Articles or Goods.

mitted, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, or Information, where no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; and no Person shall be capable of entering into or taking any Contract under or by virtue of this Act during the Time he shall be a Member of such Committee of Management: Provided always, that nothing herein contained shall extend or be construed to extend to any Proprietor who shall be a Member of any public Company, and with which the said Company by this Act established may enter into any Contract or Agreement, in respect of his or their Interests as a Member or Proprietor of any such public Company.

For supply-
ing Vacancies
in Com-
mittee.

LX. And be it further enacted, That when and so often as any Member of the Committee of Management to be elected by virtue of this Act shall die, or cease to be a Proprietor in the said Undertaking, it shall be lawful for the said Committee of Management, or for the remaining Members thereof, to elect some other Proprietor to be a Member of the said Committee; and every such Proprietor so elected to fill any such Vacancy shall continue in his Office as a Member of the said Committee so long as the Person in whose Place or Stead he was elected would have been entitled to continue had he lived or been a Proprietor in the said Undertaking.

Members of
Committee
not to be
personally
liable.

LXI. And be it further enacted, That no Member of the Committee for the Time being shall become personally answerable for the Performance of any Agreement into which he shall or may have entered as one of such Committee on behalf of the said Company, but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into by the said Committee shall have full Power to resort to and proceed against the said Company, either at Law or in Equity, for the Performance of any such Contract and Agreement, or for Damages occasioned by any Breach or Nonperformance thereof; and the Joint Stock and Property of the said Company shall from Time to Time be answerable and accountable for the due Performance of every Contract entered into by the said Committee, and for all Damages which shall be recovered by reason of any Breach or Nonperformance thereof.

General
Meetings for
choosing
Committee
to consist of
Ten Proprie-
tors at least.

LXII. And be it further enacted, That if at any General or Special General Meeting there shall not be Ten Proprietors present, no Choice of a Committee, nor any Removal of a Person or Persons from any such Committee, shall be made, nor shall any Bye Law, Rule, or Regulation be made or altered at that Time, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Twenty-one Days; and if a sufficient Number of Proprietors shall not then attend, the said General Meeting shall stand adjourned to Twenty-one Days from that Time, and so from Time to Time as often as the same shall happen until at any such General Meeting there shall be a sufficient Number of Proprietors present; and such Choice or Removal of any Member of any such Committee so before appointed shall then take place, and not before; and such Committee so before appointed shall continue to act and have the same Powers as they had and were possessed of until a new Committee shall be appointed as aforesaid.

LXIII. And

LXIII. And be it further enacted, That the said Company shall, at their First General Meeting or at some Adjournment thereof, elect and choose a Treasurer and Clerk or Clerks for transacting the Business of the said Company to remain in Office until he or they shall happen to die, or resign, or be removed from Office; and it shall be lawful for the said Company, at any subsequent General or Special General Meeting to be holden as herein-before directed, from Time to Time to remove and displace such Treasurer and Clerk or Clerks, or either of them, or any other Person or Persons who shall be hereafter elected and appointed to their respective Offices; and the said Company shall also from Time to Time elect, choose, and appoint in manner aforesaid any other Person or Persons to act as Treasurer and Clerk or Clerks of the said Company in the Room of such of the said Officers as shall happen to die, or to resign, or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers or any of them as at any such General or Special General Meeting shall from Time to Time be fixed upon and determined: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person or Persons who shall hereafter be appointed Treasurer of the said Company for the faithful Execution of his or their Office or Offices, before he or they shall enter thereupon.

Treasurer and Clerk to be elected.

Security to be taken from Treasurer.

LXIV. Provided always, and be it further enacted, That it shall not be lawful for the said Company 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, or the Clerk or other Person in the Service or Employ of any such Clerk or of his Partner, the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, the Clerk of the said Company; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of such Treasurer, or in any Manner officiate for such Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer, or the Clerk or other Person in the Service or Employ of the Partner of such Treasurer, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, together with full Costs of Suit, 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 Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Clerk and Treasurer not to be the same Person.

LXV. And be it further enacted, That the Committee of Management for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power to meet and adjourn from Time

Powers of Committee, and Regulations as to

[Local.]

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to

their Pro-
ceedings.

to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purposes they may think proper, and to appoint the Times and Places of holding General and Special General Meetings; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman; and all Questions, Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present (the whole Number present not being in any Case less than Three); and such Committee shall have full Power and Authority to direct and manage all the Affairs of the said Company, and shall and may contract for and purchase Messuages, Tenements, Lands, or other Hereditaments and Materials, for the Use of the said Undertaking, and employ, order, and direct the Works and Workmen, and nominate, appoint, elect, place, or displace any Officer, Engineer, Agent, Collector, Servant, and Workman of the said Company (except the Treasurer and Clerk or Clerks herein-before directed to be appointed by a General Meeting of the said Company), with such Salary, Gratuity, or Recompence as to the said Committee shall seem proper, and make all Contracts and Bargains touching the said Undertaking; and the said Committee of Management may require such Security to be given to the said Company from any Officer or Officers (not being a Treasurer or Clerk of the said Company) or other Person for the faithful Execution of their respective Duties, as they may think proper or reasonable; and no Member of the said Committee (although he may be a Proprietor of many Shares in the said Undertaking) shall have more than One Vote in any Committee, except the Chairman, whose Vote shall be always first taken, who, in case of an equal Division, shall always have a Second or casting Vote; and every such Committee shall keep a regular Minute and Entry of their Proceedings, and from Time to Time make Report of their Proceedings to the said General Meetings, and, if required, to the Special General Meetings of the Proprietors, and shall obey their Orders and Directions.

Officers to
account.

LXVI. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or their Committee of Management, make out and deliver to the said Company or their Committee of Management, or to such Person or Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her had, collected, or received, and how and to whom and for what Purpose the same and every Part thereof have or hath been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and he is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him or her to such Person or Persons as the said Company or their Committee of Management shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render and deliver such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or their Committee of Management, or to such Person or Persons as they shall appoint, within Three Days after being thereunto required by the said Company or their Committee of Management, or by such other Person or Persons, all Books, Papers,

Manner of
proceeding
in case of
Default.

Papers, and Writings in his or her Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by any of the said Company, or by any Person on their Behalf, to any Justice of the Peace for the County of *Surrey*, such Justice may and he is hereby authorized and required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his or her appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing by such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Monies to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required by Warrant under his Hand to commit such Officer or Person to the Common Gaol or House of Correction for the said County, there to remain without Bail or Mainprize until he or she shall have delivered up the said Books, Papers, and Writings, and the Vouchers and Receipts relating thereto, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charges of such Distress and Sale (if any) as shall in that respect have been made, or until he or she shall have compounded with the said Company for such Money and Charges, and paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), and shall have delivered up all such Books, Papers, and Writings, Vouchers and Receipts as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress shall be detained in Prison for any longer Space of Time than Six Calendar Months.

LXVII. And be it further enacted, That no Sum or Sums of Money shall be issued by the Treasurer or other Officer or Officers to be appointed by the said Company, on account of the said Company, without an Order or Orders in Writing made by the said Committee, and signed by the Chairman of the Committee of Management for the Time being, and One Member at least of the said Committee present at such Meeting of the said Committee of Management.

Treasurer not to issue Money without an Order by the Committee.

LXVIII. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the General and Special General Meetings of the Company as of the Committee of Management, shall be entered in a Book

Orders and Proceedings to be entered in a Book.

Book or Books to be provided and kept for the Purpose, and shall be signed by the Chairman of each respective Meeting; and such Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

Company may compound for Breach of Contract.

LXIX. And be it further enacted, That it shall and may be lawful for the said Company or their Committee of Management for the Time being, from Time to Time as they shall think fit, to compound and agree with any Person or Persons on account of any Breach or Nonperformance of any Contract or Contracts for such Sum or Sums of Money as they shall think fit.

How Notices of Meetings are to be given.

LXX. And be it further enacted, That all Notices herein directed to be given of any General or Special General Meetings of Proprietors, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be given by Advertisement to be inserted in some one *London* Newspaper, or by Letters from the Clerk of the said Company sent by the Post to or left at the usual Place of Abode of the Proprietors respectively, Seven Days previous to any such Meeting; and such Notices, when so published or given, shall be deemed and considered good and sufficient Notices within the Meaning of this Act.

Committee may appoint temporary Treasurer, &c.

LXXI. And be it further enacted, That in case any such Treasurer or Clerk, subject to such Directions aforesaid, shall die, or be removed from or quit the Service of the said Company, it shall be lawful for the said Company at their said General or Special General Meetings, or for the Committee of Management, to appoint any other fit Person or Persons to execute such Office or Offices in the Place of the Person or Persons who shall so die, be removed from or quit the Service of the said Proprietors; but in case any such new Appointment be made by the said Committee the same shall only continue until the next General or Special General Meeting of the said Proprietors, when the Appointment of such Person or Persons to such respective Office or Offices shall either be confirmed, or such other fit Person or Persons appointed to succeed to such Office or Offices as the said Proprietors at such General or Special General Meeting shall think proper; all which Acts of the said Committee shall be conclusive, unless revoked by the General Meeting holden next after such Acts as aforesaid.

Calls may be made on Subscribers.

LXXII. And be it further enacted, That the Committee of Management for the Time being shall have full Power and Authority to make such Call or Calls for Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as the said Committee of Management shall from Time to Time find necessary for the Purpose of the Undertaking, so that no such Call do exceed the Sum of Twenty Pounds *per Centum* for or in respect of any One Share, and so that no Calls be made but at the Distance of One Calendar Month at least from each other; and the Sum or several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, to be issued and applied as directed in this Act, and the said several Sums of Money so called for shall be paid at such

Time and Place as shall be directed and appointed by the said Committee in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of Money to be called for during the Space of Twenty-one Days next after the Time appointed for the Payment thereof, then and in such Case such Person or Persons so neglecting or refusing shall absolutely forfeit all his, her, or their Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him, her, or them on account thereof; and all Shares which shall or may be so forfeited shall or may be sold at a public Sale for the most Money that can be gotten for the same, and the Produce thereof shall be applied and disposed of in manner by this Act directed, and the said Committee or any Three of them shall have Power and Authority to assign and transfer such Shares to such Person or Persons as shall become the Purchaser or Purchasers thereof; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to and for the Proprietor and Proprietors, or his, her, or their Executors, Administrators, Successors, and Assigns, so forfeiting, against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between such Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, and Assigns, and the said Company, with regard to the future carrying on and Management of the said Undertaking: Provided always, that no Advantage shall be taken of any Forfeiture of any Share or Shares in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company shall have been given or sent by the Post to or left at the usual Place or Places of Abode of the Owner of such Share or Shares respectively, nor until the same Share or Shares shall have been declared to be forfeited at some General or Special General Meeting of the said Company which shall be held not sooner than Three Calendar Months from the Day on which Notice of Forfeiture shall have been given.

If Calls are not paid, Shares to be forfeited.

Forfeited Shares may be sold.

LXXIII. Provided always, and be it further enacted, That in case the Money produced by the Sale of any Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid and lawful Interest thereon, with the Expences attending such Sale or Sales, the Surplus of such Money shall be paid, on Demand, to the Person or Persons to whom such Share or Shares shall have belonged, but the said Company shall not sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after the Payment of such Calls, and the Interest and Expences as aforesaid, any Share or Shares so vested in such Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

If the Purchase Money of such Shares shall be more than sufficient to pay the Arrears of Calls and Interest and Expences, the Surplus to be paid to the Owner.

LXXIV. And be it further enacted, That in all Actions brought by the said Company against any Person or Persons who hath or have subscribed or who shall hereafter subscribe or advance any Money in respect of the

Proceedings in Actions for Calls.

[Local.]

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said

said new Shares for or towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors of any such new Shares in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being an Owner or Owners, Proprietor or Proprietors of such and so many Share or Shares in the said Undertaking, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in arrear shall amount to, for such and so many Call or Calls of such and so many Sum or Sums of Money, upon such or so many Share or Shares belonging to the Defendant or Defendants (as the Case may happen to be), whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant or Defendants at the Time of making such Call or Calls was or were an Owner or Owners, Proprietor or Proprietors of some new Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice was given thereof as is directed by this Act, without proving the Appointment of such Committee, or any other Matter or Thing whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due.

For ascertain-
ing the Pro-
prietorship of
Shares in
certain Cases.

LXXV. And whereas in Cases where the original Holder or Proprietor, or Holders or Proprietors of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his, her, or their Right and Interest to some other Person or Persons, or, in the Case of a Woman, shall be married, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is or are the Owner or Proprietor, Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or against his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all the Cases aforesaid, where the Right and Property in any Share or Shares in the said Undertaking shall pass from the original Subscriber or Subscribers, or any Proprietor or Proprietors thereof, to any other Person or Persons by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified or herein otherwise provided, an Affidavit shall be made and sworn to by One credible Person before One of His Majesty's Justices of the Peace or Master Extraordinary in Chancery, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, and such Affidavit shall be delivered to and left with the Clerk to the said Company, to the Intent that he may preserve the same, and enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book or List of Subscribers and Proprietors of the said Undertaking to be kept in the Office of the said Company; and in all or any of the said Cases, after Ten Days Notice in Writing shall have been given by the said Committee of Management, under the Hand of the Clerk or

Treasurer

Treasurer of the said Company, to the Person or Persons stated or claiming in such Affidavit to be the Owner or Owners of such Share or Shares, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid his, her, or their Proportion as aforesaid, it shall be lawful for the said Subscribers and Proprietors, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in manner by this Act directed.

LXXVI. And be it further enacted, That no Proprietor in arrear for any Call shall at any Meeting be allowed to vote or give his Voice in the Agitation of any Question respecting the Concerns of the said Company, either personally or by Proxy, until such Time as he shall have paid all such Arrears as may be due from him in respect of such Calls.

Proprietors
in arrear not
to vote.

LXXVII. And be it further enacted, That it shall be lawful for the several Proprietors of any Share or Shares in 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 an Entry of every Transfer shall be made in a Book or Books to be kept for that Purpose by the Clerk of the said Company, for which Entry no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry accordingly; and until the Entry of such Transfer shall be made with the Clerk of the said Company, and entered as aforesaid, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Vote as a Proprietor or Proprietors; and a Copy of such Entry, signed by the Clerk of the said Company, shall be sufficient Evidence of every such Sale and Transfer, and shall be received as such by all Judges, Justices, and others.

Shares may
be disposed
of.

LXXVIII. And be it further enacted, That every Transfer to be made of any Share or Shares in the said Undertaking shall be in the Form or to the Effect following; (that is to say,)

Form of
Transfer of
Shares.

‘ I do hereby bargain, sell, and transfer to *A. B.*
 ‘ Share in the *Southwark* Water Company, to hold to the said *A. B.*,
 ‘ his Executors, Administrators, and Assigns, subject to the same Rules
 ‘ and Orders and on the same Conditions on which I held the same
 ‘ immediately before the Execution hereof; and I the said *A. B.* do
 ‘ hereby agree to accept the said Share, subject to the same Rules,
 ‘ Orders, and Conditions. Witness our Hands and Seals this
 ‘ Day of One thousand eight hundred and .’

LXXIX. And be it further enacted, That no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking after any Call shall have been made by the said Committee for any Sum or Sums of Money in respect of such Share or Shares, unless he, she, or they, at the Time of such Sale or Transfer, shall have paid or discharged to the Treasurer of the said Company, or to such Person or Persons as the said Committee shall appoint to receive the

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

the same, the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred.

Accounts to
be kept by
the Clerk.

LXXX. And be it further enacted, That the Clerk to the said Company shall and he is hereby required to keep regular and clear Entries in a Book or Books to be for that Purpose provided by the said Company of all Sums of Money received, paid, laid out, and expended for or on account of this Act, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed, laid out, and paid; and such Book or Books shall at all seasonable Times be open to the Inspection of the said Company, and of every Mortgagee or Creditor under this Act, without Fee or Reward, and any Member of the said Company, or any Mortgagee or Creditor aforesaid, may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same; and in case the said Clerk shall refuse to permit or shall not permit any Member of the said Company, or any Mortgagee or Creditor, to inspect the same, or to take Copies or Extracts as aforesaid, such Clerk shall forfeit and pay to the Treasurer of the said Company, for the Use of the said Company, any Sum not exceeding Five Pounds for each Offence, to be recovered as any other Forfeitures are herein-before authorized to be recovered.

Accounts to
be made up
yearly.

LXXXI. And be it further enacted, That the said Company or their Committee of Management shall and they are hereby required, from the Time of the passing of this Act, to cause a true, exact, and particular Account to be kept, and annually made up and balanced, to the Twenty-fifth Day of *March* in each Year, of the Money collected or received by the said Company or their Committee of Management, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the erecting, making, supporting, maintaining, and carrying on the said Works, and of all other the Receipts and Expenditure of the said Company or their Committee of Management; and at the General Yearly Meeting of the Proprietors of the said Undertaking to be from Time to Time holden as aforesaid, or some Adjournment thereof, a Dividend shall be made out of the clear Profits of the said Undertaking, unless such Yearly Meeting shall declare otherwise, and such Dividend or Dividends shall be at and after the Rate of so much *per Centum* upon the several Sums invested by the Members thereof in the Joint Stock of the said Company as such Meeting or Meetings shall think fit to appoint or determine.

Divisions of
Profit to be
made annu-
ally.

Committee of
Management
may declare
intermediate
Dividends.

LXXXII. Provided always, and be it further enacted, That it shall be lawful for the Committee of Management, and they are hereby authorized and empowered, to declare One or more Dividend or Dividends at such intermediate Time or Times between the said Annual Meetings as the said Committee shall think fit.

Regulations
as to the
Acquisition
of Shares;

by Marriage;

LXXXIII. And whereas by the Marriage or Death of Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid or may belong; be it therefore further enacted, That before any Person or Persons who shall claim any Part of the Profits of the said Undertaking in right of Marriage shall be entitled to receive the same,

or be entitled to vote in respect of any Shares, an Affidavit, or solemn Affirmation by any Person of the Society of Quakers, in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, shall be made and sworn to or solemnly affirmed by some credible Person before a Master or Master Extraordinary in Chancery, or any one of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book or Books which shall be kept by the said Clerk for the Entry of Transfers or Sales of Shares in the said Waterworks; and before any Person or Persons who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Shares, the said Will or the Probate thereof, or Letters of Administration, shall be produced and shown to the said Clerk, or an Affidavit containing a Copy of so much of such Will as shall relate to the Share or Shares of the Testator shall be made and sworn to or solemnly affirmed to by the Executors or Executor of the said Will before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace as aforesaid, and shall also be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned; and in all Cases, other than herein-before mentioned, when the Right and Property of any Share or Shares in the said Undertaking shall pass from the original Proprietor or Proprietors thereof to any other Person or Persons by any other legal Means than by a Transfer and Conveyance thereof as herein directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to or solemnly affirmed to by One or more credible Person or Persons before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors of the said Company; and the Clerk of the said Company shall be entitled to receive for each and every of such Entries, as is herein-before directed, the Sum of Two Shillings and Sixpence, and no more.

by Will or
Course of
Administra-
tion ;

by any other
Means.

LXXXIV. And be it further enacted, That the Receipt or Receipts of the Person or any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company, shall from Time to Time be a sufficient Discharge to the Treasurer or Treasurers for the Time being of the said Company for any Dividend or Dividends, Sum or Sums of Money, which shall become due and payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipts of
the Person in
whose Name
Shares stand
for Dividends
to be good.

LXXXV. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, the Receipt of the Parent or Guardian for the Time being of such Minor shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipts of
Parents or
Guardians of
Minors.

[Local.]

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LXXXVI. Pro-

When any Ground or Pavement is broken up, the same shall be made good without Delay.

LXXXVI. Provided always, and be it further enacted, That whenever any Ground, Highway, or Pavement shall be opened or broken up, either by the said Company or any other Person or Persons, for laying, taking up, or repairing any Aqueduct, Pipes, Plugs, Cocks, or other Works necessary for the Purposes of this Act, the Workmen employed in laying, taking up, or repairing any such Aqueduct, Pipes, Plugs, Cocks, or other Works shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Ground, Pavements, and Roads, and carry away the Rubbish occasioned thereby, without any Delay, and shall in the meantime fence or guard and fix Lights during the Night and all Night at or near the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages: Provided also, that if there shall be any wilful or negligent Delay in the said Company, or any of their Agents or Servants, or any other Person or Persons acting by or under the Authority of this Act, in filling in any such Ground, or removing Rubbish, or making good any such Ground, Pavements, Highways, or Roads, or in case the same shall be imperfectly done, or the Ground so opened shall not be fenced or guarded, then and in every such Case it shall be lawful for the Owner or Occupier of the Ground, or the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management such Pavements, Highways, or Roads now are or hereafter shall be respectively, or any other Person or Persons acting by or under the Authority of the said Owners, Occupiers, Commissioners, Surveyors, or Trustees, or other Persons respectively, to fill in such Ground and to remove such Rubbish, and to repair and make good such Ground, Pavement, Highway, or Road so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light or Lights during the Night as to him or them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer; and in default of Payment thereof for Twenty-one Days next after Demand shall be made by such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons respectively, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said County of *Surrey*, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, or such other Person or Persons, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs, Charges, and Expences shall be paid to such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons, or their Treasurer respectively; and the Sufficiency and Insufficiency of any such Reinstatement or Repair as aforesaid shall in case of Dispute be determined by any such Justice or Justices.

Company to raise, sink, or alter Pipes at the Instance of the Surveyors of the Highways, &c.

LXXXVII. And be it further enacted, That if it shall at any Time or Times be deemed necessary or expedient by the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management any Pavement, Highway, or Road under or through which any Pipe or Pipes may be placed for the Purpose of any Alteration in such Pavement, Highway, or Road, to require the said Company to raise, sink,

or otherwise alter the Situation of any such Pipe or Pipes, the said Company shall, at their own Expence, within One Calendar Month next after being required so to do by Notice in Writing to them given by such Surveyors, Trustees, or Commissioners, or other Persons, raise, sink, or alter such Pipe or Pipes according to such Notice in such Manner and in such Place or Places as the said Surveyors, Trustees, or Commissioners, or other Persons, shall think right and proper; and in default thereof it shall and may be lawful to and for the said Surveyors, Trustees, or Commissioners, or other Persons, or any Person or Persons acting by their Order or under their Authority respectively, to cause such Pipe or Pipes to be raised, sunk, or altered, and the reasonable Costs and Charges for doing the same shall immediately thereafter be paid by the said Company or their Treasurer to the said Surveyors, Trustees, or Commissioners, or other Persons, and in default thereof shall and may be recovered in the same Manner as the Costs and Charges and Penalty are directed to be recovered in and by the Provision herein-before contained.

LXXXVIII. Provided always, and be it further enacted, That the said Company of Proprietors shall be obliged, by means of any Leaden or other Pipe or Pipes, the Bore thereof to be of the Dimensions of Three Quarters of an Inch (or larger if the said Company shall require the same), to be provided and laid at the Costs of the Person or Persons requiring the same, to furnish a sufficient Supply of Water at a Height not exceeding Six Feet above the Footway to the House of every Inhabitant occupying a private Dwelling House in any Square, Place, Street, or Lane, or other Place where the Pipes of the said Company shall be laid, for the Use of his or her own Family, at the following Rates; (that is to say,) where the Rent of such Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent shall be above Twenty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate shall be payable according to the actual Amount of the Rent where the same can be ascertained, and where the same cannot be ascertained according to the actual Amount or annual Value upon which the Assessment to the Poor's Rate is computed in the Parish or District where the House is situated: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant as aforesaid more than the Sum of Twenty Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any such Inhabitant as aforesaid for less than Twelve Shillings in any One Year, unless they shall think fit so to do: Provided also, that in case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Alehouse-keepers, Vintners,

Table of Rates according to which Water is to be supplied by the Company.

Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or her own Family Consumption, or in case of Persons requiring a Supply of Water for Hotels, public Chambers, Clubs, or Subscription Houses, Baths, Fountains, Ponds, Pools, Closets, Water Closets, (such Closets or Water Closets being supplied from any other Cistern than a Cistern for domestic Purposes situated within Six Feet of the Footway,) or Stables, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the said Company in such Cases at such Rate as shall be settled by and between the Committee of Management of the said Company and such Persons respectively.

Inhabitants
may lay
Pipes to
those of the
Company.

LXXXIX. And be it further enacted, That such of the Inhabitants of the Parishes and Places aforesaid as shall be desirous of having Water from the said Waterworks laid into their Houses or Buildings may and are hereby authorized and empowered, at their own Expence, having given Six Days previous Notice in Writing of his, her, or their Intention so to do to the said Company, and having first obtained the Consent of the Owners of the Premises through which Pipes shall be conveyed, to open the Ground between the Company's Aqueducts or Service Pipes and the respective Houses or Buildings of such Inhabitants, and to lay any Leaden or other Pipe or Pipes of the Bore of Three Quarters of an Inch, or of a greater Bore if the said Company shall require the same, from such respective Houses or Buildings to communicate with the said Aqueducts or Service Pipes, such respective Inhabitants paying to the said Company the Rates herein mentioned; and in case of Default in Payment of any such Rate or Rates or Sum or Sums of Money so to be paid it shall be lawful for the said Company to cause the Pipe or Pipes belonging to any Person or Persons making such Default, and communicating with the Aqueducts or Service Pipes belonging to the said Company, to be separated from the said Aqueducts or Service Pipes, and to cause the Water to be stopped from issuing or running into the said Houses or Buildings of every Person making such Default; and the Rate or Rates, Sum or Sums of Money, which shall be due and in arrear from such Person or Persons to the said Company, shall and may be recovered by the said Company by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same in the same Manner as Rents reserved on common Demises may by Law be recovered: Provided always, that all and every Persons and Person who shall have laid any Leaden Pipes or other Pipe as aforesaid shall be at liberty to remove and take away such Pipe or Pipes, and the Cock or Cocks or Pipe or Pipes belonging.

Recovery of
Rates.

For supply-
ing the poor
Inhabitants
with Water.

XC. Provided always, and be it further enacted, That it shall also be lawful for any Company or Body Politic or Corporate to contract and agree with the said Company for the Erection of Conduits or Pumps, or otherwise, for the Supply of Water to the poor Inhabitants of any Parish, and to pay the Expences thereof out of any Funds under the Care and Management of such Company, Body Politic or Corporate, which may legally be applicable to that Purpose.

Several
Houses are
supplied by

XCI. And be it further enacted, That where several Houses or Buildings in the Occupation of several Persons shall be supplied by One
common

common Branch Pipe, to be laid to and introduced into the Aqueducts or Service Pipes of the said Company, the several Owners or Occupiers of such Houses or Buildings shall be respectively liable to pay for such Supply of Water at and after the same Rate as he, she, or they would be liable to pay for the same if each of such several Houses or Buildings was separately supplied with Water by a distinct Branch Pipe from the Waterworks of the said Company, such several Rates or Rents, in case of Nonpayment, to be recovered as herein-after is mentioned,

One Branch Pipe, each Occupier to be liable to a Rate.

XCII. And be it further enacted, That if any Person or Persons liable to pay any of the said Rents shall at any Time begin to remove his, her, or their Goods or Furniture from the House or Premises in his, her, or their Occupation, or to sell and dispose of such Goods and Furniture therein by public Auction, or to sell or dispose of or carry away his, her, or their Goods or Furniture as aforesaid, without paying all Arrears then due in respect of such House or Premises by virtue of this Act, in which the current Quarter or Half Year (as the Case may be) shall be considered as due, then and in any of the said Cases it shall be lawful for the Collector for the Time being to the said Company to collect and levy such Rents and all Arrears due thereon, the Rent for such Quarter or Half Year (as the Case may be) within which such Removal or Sale shall begin to be made as aforesaid to be considered as due, by Distress and Sale of the Goods and Chattels of the Party so beginning to remove, sell, or take away any such Goods or Furniture as aforesaid; and if within Five Days next after such Distress shall be made the said Rents and all Arrears due thereon, together with the reasonable Charges of taking and keeping the said Distress, shall not be paid, the said Collector shall cause the said Goods and Chattels to be appraised and sold, or such Part thereof as shall be sufficient to pay such Rents, together with all Arrears due thereon, and the reasonable Charges of making such Distress, and of keeping and selling the same, returning the Overplus (if any) to the Owner or Owners of such Goods and Chattels respectively.

Rents recoverable from Persons removing.

XCIII. And be it further enacted, That in case the said Company shall wilfully neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Street, Close, Lane, or Place where the Pipes of the said Company may be laid with Water for the Use of his or her own Family at the Rate assessed, or for the Rent agreed on, for the Space of Six Days next after Demand in Writing shall have been made by such Inhabitant to the said Company of such Supply of Water, and Tender made of the Amount of the Rate for One Year for such Supply, and of all Arrears of Rates that may be due for such Supply, the said Company shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, unless the said Company, at the Time of such Demand and Tender being made, shall be prevented by Frost, or the Repairs of their Works, from making Supply, or in case such Supply cannot be granted without lessening the Supply to the other Tenants of the said Company, but not otherwise, to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said County of *Surrey*, or for the Town and Borough of *Southwark*, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of One Pound for every Day the said Company shall continue to neglect or refuse such Supply.

Penalty for not supplying Water to the Inhabitants.

[Local.]

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XCIV. And

Rent to be paid quarterly in advance.

XCIV. And be it further enacted, That the Rent or Rates payable to the said Company under and by virtue of this Act shall be payable quarterly on the Four usual Quarter Days of Payment of Rent, and be payable and become due in advance immediately upon the Commencement of the Period for which the Persons using the Water may contract or agree with the said Company or their Committee of Management; and in case of Default in the due Payment of such Rents or Rates so payable in advance it shall be lawful for the said Company or their Committee of Management, where the Sum due shall be less than Twenty Pounds, to recover the same by Distress and Sale of the Goods and Chattels of the Person or Persons liable thereto, wherever such Goods and Chattels may be found, in the same Manner in other respects as Rents in arrear upon common Demise may by Law be recovered and raised; or where the Sum due shall be Twenty Pounds or upwards, the same may be recovered, with Costs of Suit, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, and no more than One Imparance, shall be allowed.

Water not to be supplied after Four Years, unless previously filtered.

XCV. And be it further enacted, That from and after the Expiration of Four Years from the passing of this Act it shall not be lawful for the said Company of Proprietors to supply any House or Houses situate and being within the Limits of this Act with any Water from the River *Thames* unless the same shall have been previously effectually purified by means of Filtration.

Penalty on soiling or wasting Water, or doing any Damage to the Works.

XCVI. 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, the said Company, or their Managers, Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Execution of any of the Powers and Authorities in and by this Act given or contained, or if any Person shall bathe or wash in any Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond made, maintained, or supported by virtue of this Act, or wash any Dog or other Animal therein, or throw or cast any Dog or Cat, or any Filth, Dirt, Gravel, Stone, or Rubbish, or other Thing whatsoever, into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or cause or suffer the Water of any Sink, Sewer, or Drain to be conveyed into or to run into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or shall cause any other Annoyance or Injury to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or to any Water which shall flow into the said Reservoirs or other Works, or which shall be collected or used by the said Company for the Purposes of this Act, or do any Act or Thing whatsoever whereby or by means whereof the Water required for the Supply of the said County, Parishes, Precincts, and Places aforesaid, or any Part thereof, shall or may be soiled, fouled, or polluted, or shall wantonly or unnecessarily open or cause to be opened any Cock, Gate, Pipe, Paddle, Valve, or Clough belonging to the said Waterworks, or shall wilfully flush or draw or let off, or cause to be flushed, drawn, or let off, the Water from any Part of the said Waterworks, or shall improperly leave any of the Pipes, Valves, Cocks, or Cloughs open or running belonging to the same, or shall draw out or cause to be drawn out any Paddle, Valve, or Clough belonging to the said Waterworks, or do any other Act to mis-spend or waste the Water thereof,

thereof, every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

XCVII. And be it further enacted, That 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 Aqueducts of the said Company, or shall supply any such other Person or Persons with any Water from such Pipes or Aqueducts, or shall negligently suffer his, her, or their Pipes or Branches, or the Cocks belonging thereto, to be out of repair, and occasion the Water thereby supplied to run waste and useless, then and in every such Case every Person so offending as aforesaid shall forfeit and pay to the said Company for every such Offence any Sum not exceeding Five Pounds, according to the Direction and Decision of the Justice of the Peace before whom the same shall be recovered, over and above 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; and the said Company shall be at liberty, if Compensation to the Satisfaction of the said Company be not made, to cut off the Supply of Water from any Person so offending from the Reservoirs, Cisterns, and Pipes of the said Company: Provided always, that upon Payment of such Compensation the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the said Supply of Water to such Inhabitant.

Penalty on Persons supplied with Water supplying others.

XCVIII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to subject any Person or Persons whomsoever supplied with Water by virtue of this Act to a Penalty or Forfeiture for supplying any Person or Persons whomsoever with any Quantity of such Water in case of Fire, Sickness, or other sudden Emergency, or during any Time that the Pipe or Pipes, Cock or Cocks belonging to any Person or Persons supplied with Water by virtue of this Act shall or may happen to be out of repair, such Pipe or Pipes, Cock or Cocks nevertheless to be repaired as soon as may be after any Damage shall happen thereto.

Persons permitted to supply Water in certain Cases.

XCIX. And be it further enacted, That the said Company shall, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place for supplying the same with Water, 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 public Street, Passage, or Place supplied with Water from such Main Pipe, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plug shall be finished the said Company shall thereupon deliver a Key or Keys of such Fire Plug or Fire Plugs at each Place within the Parish where the Pipes of the said Company shall be laid as aforesaid where any Engine shall be kept for the extinguishing of Fires.

Requiring the Company to fix Fire Plugs.

C. And be it further enacted, That it shall be lawful for the Engineer, or any other Person or Persons acting by or under the Authority of the said Company or their Committee, at any Time or Times in the Day-time between the Hours of Ten in the Forenoon and Four in the After-

noon, Company may enter Premises to see that there is no Waste of Water.

noon, giving Twenty-four Hours previous Notice of their Intention so to do, to enter into any House or other Building supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company; and if such Engineer, or other Person so acting by or under the Authority of the said Company or their Committee, shall at any such Time or Times be refused Admittance or Entrance into any such Dwelling House or other Building for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection or Examination as aforesaid, then and in every such Case it shall be lawful for the said Company or their Committee, or any Person or Persons acting under their Authority, and for that express Purpose in each Case given, to cut and turn off the Water supplied by the said Company from such House or other Building: Provided always, that upon Payment of such Compensation the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the said Supply of Water to such Inhabitant.

Cisterns, &c.
to be pro-
vided.

CI. And in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person supplied with Water by virtue of this Act shall, if required by the said Company, provide a proper Cistern or Cisterns of Lead, Stone, Brick, Wood, or other Material, to receive and hold such Quantity of Water as shall be deemed sufficient for his, her, or their Consumption, and he, she, or they is and are hereby required to provide a Valve or Ball and Stopcock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Service Pipes belonging to the said Company to such Cistern or Cisterns, and at all Times afterwards to keep the same in good Repair, for the Purpose of preventing the Water running into such Cistern or Cisterns from running to Waste when the same shall be full; and in case any Person or Persons supplied with Water by virtue of this Act shall neglect to provide such Cistern or Cisterns, and also a Ball or Valve or Stopcock, and to affix or cause to be affixed the same in manner aforesaid, for the Purpose of preventing the Water from running to waste when such Cistern or Cisterns shall be filled as aforesaid, it shall be lawful for the said Company or their Committee, or any Person or Persons acting by virtue of or under the Authority of the said Company, to cut off the Pipe and turn off the Water, by such Ways and Means as to him or them shall seem right and proper, from the House or other Building of every such Person, until such Cistern or Cisterns shall be provided, and such Ball, Valve, or Stopcock added in manner as aforesaid.

Gas Pipes
to be laid
Four Feet
from Water
Pipes, and
in a particu-
lar Manner.

CII. And be it further enacted, That all and every the Pipes or other Conduits laid or to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of this Act, shall be laid at the greatest practicable Distance, and whenever the Width of the Carriageway will allow thereof at the Distance of Four Feet at least, from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Highways, Streets, or other Passages or Places within the Limits of this

this Act, except in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, in which Case the said Gas Pipes shall be laid over the said Water Pipes at the greatest practicable Distance therefrom, and shall form a Right Angle therewith; and the Gas Pipes so crossing the said Water Pipes shall be at least Six Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Three Feet at least; and such Gas Pipes so crossing the said Water Pipes shall for the whole Length thereof be sufficiently bedded in with good sound Clay of a proper Substance, and well worked, and rammed into the Trenches all round the said Gas Pipes; and in laying down the said Gas Pipes the Contractor or other Person to whom the same shall belong shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the Jointing with the other Pipes which may be added thereto with proper and sufficient Materials, and also, wherever practicable, lay and well and sufficiently bed each and every of the Joints of the said Main Gas Pipes, and also the Joints or Screws of the Branch or Service Gas Pipes connecting with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the said Gas Pipes, with such Clay as aforesaid all round the said several and respective Joints, Inlets, Apertures, or Openings, and for Twelve Inches in Length each way from the Centre of each and every of the Caps or Joints in the Main Pipes, and of the Inlets, Apertures, Screws, or Joints connecting the Service Pipes with the Main Pipes, and all other Joints, Inlets, Apertures, or Openings therein, and for Six Inches at least from the Centre of each of the Joints in the Service Pipe, so as to make and keep all and every such Pipes, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, air-tight, and in every respect prevent the Gas from escaping therefrom, upon pain of forfeiting the Sum of Five Pounds for every such Offence, to be paid to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction takes place, shall have sustained any Annoyance or Injury or Damage by any such Act so done or committed.

CIII. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by any such Body Politic or Corporate, or other Persons as aforesaid, such Body Politic or Corporate or other Persons shall, at their own Expence, immediately after Notice of any such Escape of Gas given to them or him by Parol or in Writing from any Person whomsoever, stop and prevent such Gas from further escaping; and in case the said Contractors or Persons shall not, within Twenty-four Hours next after such Notice given, stop and prevent any further Escape, and thereby remove the Cause of Complaint, then and in every such Case the said Body Politic or Corporate or Persons as aforesaid shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each Day, after the Expiration of Twenty-four Hours from the Time of giving any such Notice, during which the Gas shall be suffered to escape as aforesaid; which Penalty or Penalties shall from Time to Time be recoverable in a summary Way, on the Oath or Affirmation of some credible

For preventing the Escape of Gas.

[*Local.*]

25 N

Witness,

Witness, by Information to be laid before some Justice of the Peace for the County, City, or Place within which such Offence shall be committed, and shall and may be recovered and levied, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Contractors or Persons as aforesaid.

Penalty for conveying Washings of Gas into any River, Stream, &c.

CIV. And be it further enacted, That if any Body Politic or Corporate, or any Contractor or Contractors, or any other Person or Persons whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the Limits of this Act for lighting any Street, Highway, or Place, or any House, Manufactory, or any other Building therein, shall at any Time drain or convey, or cause or suffer to be drained or conveyed, or to run or flow, any Washings or other Waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in or by the said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Act, or other Thing to the Water contained in such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be spoiled, fouled, or corrupted, then and in each and in every such Case such Body Politic or Corporate, Contractor or Contractors, or other Person or Persons, shall forfeit and pay for every such Offence the Sum of Two hundred Pounds, and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlance, shall be allowed; and the whole of such Penalty shall be paid to the Person or Persons who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased or determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for or recovered or not, in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any River, Brook, or running Stream, Canal or Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person or Persons to whom the same shall belong, or by any other Person or Persons whomsoever, to such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, and they or he shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substance, or Things, from being drained, conducted, or conveyed, or from running or flowing, in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act,

Act, or Thing from being done as aforesaid, then and in every such Case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending, shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be so drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done as aforesaid; and such last-mentioned Penalty shall and may be recovered, levied, and applied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered, levied, and applied, and shall be paid to the Informer, or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by such Act done or committed.

CV. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons making, furnishing, or supplying Gas as aforesaid, such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons so offending, shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company and Individuals affected thereby; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, that then and in every such Case the Body Politic or Corporate, Contractor or Contractors, or any Person or Persons making, furnishing, or supplying such Gas, shall, within Twenty-four Hours next after Notice thereof in Writing, signed by the Clerk for the Time being of the said Company, to be left at the usual Office or Place of transacting Business of the Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from the Works, Mains, or Pipes, or contaminating or affecting such Water; and in case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, shall not, within Twenty-four Hours after each and every such Notice so left as last aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then and in every such Case the said Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying such Gas, shall, on each and every Complaint whereof Notice shall be given as aforesaid, forfeit and pay to the Treasurer for the Time being of the said Company so affected, over and above the before-mentioned Penalty not exceeding Twenty Pounds, the Sum of Ten Shillings for each and every Day during which the Water of the said Company shall be and remain contaminated, tainted, or affected by such Gas; and in default of Payment thereof as aforesaid such Penalty or Penalties shall and may be recovered by Information to be exhibited on the Oath or Affirmation of One credible Witness, by and in the Name of the Clerk of the said Company, before any Justice of the Peace for the said County of *Surrey*, or the Town and Borough of *Southwark*, with Costs, to be assessed by such Justice, and to be

To prevent
Escape of
Gas and
Contamina-
tion of
Water.

be levied and recovered as any other Penalty is by this Act directed to be levied and recovered; and such Penalty or Penalties and Costs, when so levied, shall be paid to the Treasurer for the Time being of the said Company.

For ascer-
taining if the
Water is con-
taminated.

CVI. And whereas it may become a Matter of Question, upon such Complaint as aforesaid, whether such Water be contaminated or affected by the said Gas; be it therefore enacted, That in every such Case it shall be lawful for the said Company, or for the Party or Parties using such Water, to dig to and about and to search and examine the Mains, Pipes, Conduits, and Apparatus of the Body or Bodies Politic or Corporate, or other Persons supplying Gas as aforesaid, for the Purpose of ascertaining whether such Contamination be occasioned by the Gas of the said Body or Bodies Politic or Corporate, or other Persons as aforesaid; and if it appear that such Contamination is occasioned by the Gas of the said Body or Bodies Politic or Corporate or other Persons as aforesaid, the Costs and Expences of such Examination, and of the Repair of the Pavement which shall be taken up or disturbed, shall be borne and paid by the said Body or Bodies Politic or Corporate or other Person as aforesaid (as the Case may be); which Costs and Expences shall be ascertained and determined (if necessary) by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not proceeded from any Gas of the said Body or Bodies Politic or Corporate or other Persons as aforesaid, then and in such Case the said Company, or the Party or Parties making Complaint of such Contamination as aforesaid, shall bear and pay all the Costs and Expences of such Examination and Repair, and shall also make good to the said Body or Bodies Politic or Corporate or other Persons producing or supplying Gas as aforesaid any Loss, Injury, or Damage which may be occasioned to the Works of the said Body or Bodies Politic or Corporate or other Persons as aforesaid in and by such Examination, and shall also make good any Loss, Injury, or Damage which may have been occasioned in or by such Examination to the Pavements of the Streets and other Places so broken up or disturbed as aforesaid, the Amount of such Injury, Loss, or Damage to be ascertained and determined (if necessary) by some Justice as aforesaid.

Persons sup-
plying Gas
liable to be
indicted for a
Nuisance.

CVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person from proceeding by Indictment or otherwise against any of the Officers, Servants, or Workmen of the Body or Bodies Politic or Corporate, Contractor or Contractors, or other Person or Persons whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the said Town and Borough of *Southwark* and County of *Surrey*, for lighting any Street, Highway, Place, or any House, Manufactory, or other Building therein, in respect of any Works, or the Means which shall be employed by them or any of them in making the said Gas, and using the same in furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Action against the said Body or Bodies Politic or Corporate, Contractor or Contractors, or Person or Persons as aforesaid, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Use of the said Gas, or the Method

of lighting therewith, whether such Injury shall proceed from the Preparation or the Use of the same Gas, or Method of lighting, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

CVIII. And be it further enacted, That if any Person shall wilfully or maliciously break, throw down, damage, or destroy any Banks or other Works erected, made, or maintained by virtue of this Act, or steal, take, or carry away, or detain, spoil, injure, damage, or destroy, the several Articles, Matters, and Things hereby vested in or belonging to the said Company or any of them, or any Part or Parts thereof, every Person so offending shall be adjudged guilty of Felony; and the Court by or before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person to be transported beyond the Seas for the Term of Seven Years, or, in mitigation of such Punishment, such Court may award Sentence as the Law directs in case of Larceny.

Punishment
for destroy-
ing Works.

CIX. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, Party or Parties, to serve any Notice or Notices, Writ or Writs, or other legal Proceeding or Proceedings in Equity, upon the said Company, the Service thereof upon any one of the Committee to be appointed in pursuance of this Act, 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, shall be deemed good and sufficient Service of the same respectively on the said Company.

How Notices
shall be
served on the
Company.

CX. And be it further enacted, That when and so often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace, by virtue of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Company, or any other Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within One Calendar Month after Demand in Writing shall have been made from the said Company, in pursuance of the Direction or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant, under his Hand and Seal or their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Surplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the said Company, or to their Treasurer for the Time being, as the Case may be: Provided always,

In case of
Nonpayment
of Compens-
ation for
Damages, &c.
the same to
be levied by
Distress of
the Goods of
the Com-
pany or of
their Treas-
urer.

[Local.]

25 O

that

that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

Damages and Charges, in Cases of Dispute, to be settled by Justices.

CXI. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid and recovered, in addition to any Penalty or Penalties for any Offence or Offences in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice or Justices of the Peace by or before whom any Offender shall be convicted of any such Offence or Offences, who is hereby authorized and required, on Non-payment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

Justices may proceed by Summons in the Recovery of Penalties.

CXII. And be it further enacted, That in all Cases in which by this Act any Penalty is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace to whom Complaint shall be made of any Offence against this Act to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information in Writing shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing were exhibited.

Recovery and Application of Penalties.

CXIII. And be it further enacted, That all Fines, Penalties, and Forfeitures for all and every the Offences in this Act mentioned in relation to which the Manner of convicting the Offender or Offenders is not particularly mentioned or directed, or which shall be inflicted or imposed by any Rule, Order, or Bye Law to be made under the Authority of this Act, shall, in case of Nonpayment thereof, be adjudged by and be recovered before any Justice of the Peace for the County, City, Borough, or Place wherein the Offence shall arise in a summary Way; and any Justice of the Peace is hereby authorized and empowered to convict the Offender or Offenders upon Information by Oath of any Person or Persons (which Oath such Justice is hereby authorized to administer), or on the Confession of the Party offending; and in default of Payment of such Penalties or Forfeitures they shall be levied by Distress and Sale of the Offender's Goods and Chattels, or of the Goods and Chattels of the said Company, if they shall offend and be convicted as aforesaid of any Offence in this Act mentioned, by Warrant under the Hand and Seal of such Justice; and one Moiety of the Penalties and Forfeitures, when recovered, after rendering the Overplus (if any), on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted), shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the Parish or Place wherein such Offence shall be committed, to be by them applied towards the Relief of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith

paid upon Conviction by any Person or Persons offending and convicted, then it shall be lawful for such Justices to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his or their Appearance before him on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Seven Days from the Time of taking any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant or Warrants it shall appear that no sufficient Distress can be had thereupon, or in case it shall appear to the Satisfaction of any such Justice, either by the Confession of the Offender or Offenders or otherwise, that such Offender or Offenders hath or have not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Fines, Costs, and Charges may be levied, such Justice shall not be required to issue such Warrant of Distress; and thereupon it shall be lawful for any such Justice of the Peace, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the House of Correction or Common Gaol for the County, City, Borough, or Place (as the Case may be) wherein such Offence shall be committed, there to remain for any Time not exceeding Six Calendar Months.

CXIV. And whereas Persons guilty of Offences against this Act may be transient Persons, and unknown to the Officers acting under the said Company; be it therefore enacted, That it shall be lawful for any Officer acting under the said Company, with such Aid as shall be necessary, and without any other Warrant or Authority than this Act, to seize and detain any such unknown Person or Persons guilty of any Offence against this Act, and forthwith to convey him, her, or them before any Justice of the Peace of the said County, City, Borough, or Place (as the Case may be), who is hereby required to proceed and act with respect to such Offender or Offenders according to the Provisions of this Act.

Transient
Offenders
may be ap-
prehended.

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

Form of
Conviction.

‘ to wit. } **BE** it remembered, That on the _____ Day of
‘ *A. B.* is convicted before me, one of His
‘ Majesty’s Justices of the Peace for _____ by virtue of an
‘ Act passed in the Fourth Year of the Reign of King *William* the Fourth,
‘ intituled [*here insert the Title of this Act*], of having [*here specify the*
‘ *Offence or Omission, and the Time and Place when and where committed, as*
‘ *the Case may be,*] contrary to the said Act, for which Offence I do adjudge
‘ the said _____ to have forfeited the Sum of _____
‘ Given under my Hand and Seal the Day and Year first above written.’

CXVI. 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

Proceedings
not to be
quashed for
Want of
or Form.

or relating to the Execution of this Act, shall be vacated or quashed for Want of Form only, or be removed by Certiorari, or 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.

CXVII. 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 *ab initio* 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.

CXVIII. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons whosoever, 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, or by the Order or Determination of any Justice or Justices of the Peace, in pursuance of this Act, may, within Three Calendar Months next after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the County, Borough, City, or Place where the Cause of Appeal shall arise, the Person or Persons appealing having first given at least Ten Days Notice of such Appeal and of the Nature and Matter thereof to the Person or Persons appealed against, or to the Clerk of the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said County, Borough, City, or Place, with Two 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 or Quarter Sessions of the Peace, or, if they think proper, may adjourn the hearing thereof to the next General or Quarter Sessions of the Peace to be held for the said County, Borough, City, or Place, and, if they see Cause, 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.

Plaintiff not
to recover
after Tender
of Amends.

CXIX. And be it further enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act unless Notice in Writing shall have been given to the Defendant or Defendants Twenty-one Days before such Action shall be commenced of such intended Action, signed by the Attorney for the Plaintiff or Plaintiffs, specifying the Cause of such
Action

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, her, or their Attorney, by or on the 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 any such Sum of Money as he, she, or they shall think proper, whereupon such Proceedings, Order, and Judgment shall be made and given by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

CXX. 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 or City where the Cause of Action shall have arisen, and not elsewhere; and the Defendant or Defendants in every such Action or Suit shall or may, at his, her, 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 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-one 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 City 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 if upon any Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, then and in every such Case the Defendant or Defendants shall recover his, her, or their Costs, and have such Remedy for recovering the same as any Defendant or Defendants hath or have in any other Cases by Law.

Limitation of Actions.

CXXI. And be it further enacted, That so much of an Act passed in the Twenty-fifth Year of the Reign of His late Majesty King George the Third, intituled *An Act for supplying the Inhabitants of the Parish of Lambeth and Parts adjacent in the County of Surrey with Water*, as enacts, that nothing in such Act contained shall extend or be construed to extend to empower the Company of Proprietors of *Lambeth Waterworks* to lay down Pipes for the Conveyance of Water in any of the then paved Streets of the Parishes of *Saint George* and *Saint Saviour Southwark*, shall be and the same is hereby repealed: Provided always, that nothing in this Act or in this Section or Clause contained shall enable or empower, or be construed or held to enable or empower, the said Company of Proprietors of *Lambeth Waterworks*, or their Successors or Assigns, to enter, break, or take up any Street, Road, Highway, Bridge, or public Place, or the Carriage or Foot Pavements thereof, within the Manor of *Southwark* otherwise called the *Clink* or Bishop of *Winchester's* Liberty, in the said Parish of *Saint Saviour's Southwark* in the County of *Surrey*, for the Purpose of laying down or altering any Mains or Pipes therein, or

Repealing Restriction in Lambeth Waterworks Act.

[Local.]

25 P-Q

for

for any other Purpose whatsoever, without the express Consent in Writing of the Commissioners acting under the Powers of an Act of Parliament passed in the Fifty-second Year of the Reign of His late Majesty King George the Third, intituled *An Act for better paving, cleansing, lighting, and watching the Streets, Lanes, and other public Passages and Places within the Manor of Southwark otherwise called the Clink or Bishop of Winchester's Liberty, in the Parish of Saint Saviour Southwark in the County of Surrey*, for that Purpose first had and obtained.

Expences of the Act how to be paid.

CXXII. 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 in preference to any other Payment whatsoever.

General Saving of Rights.

CXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to interfere with, alter, lessen, or in any Manner affect the Rights, Powers, and Authorities heretofore given or granted to or vested in any Commissioners, Trustees, or other Persons having the Superintendence, Controul, or Management of any Sewers, or of any Street, Road, Highway, Bridge, or public Place, or of any Pavement, Ground, or Soil of or in any Street, Road, Highway, Bridge, or public Place: Provided also, that nothing in this Act or in any Act or Acts contained shall prevent or be construed to prevent the said Company of Proprietors from breaking or taking up any Street, Road, Highway, Bridge, or public Place within the Powers and Limits of this Act for the Purpose of repairing any Mains or Pipes in case of any Accident or Damage suddenly happening to any such Mains or Pipes, they the said Company of Proprietors giving Notice in Writing to the Surveyor or Clerk of the Trust or Commission in which any such Street, Road, Highway, Bridge, or public Place shall be situated within Forty-eight Hours after any such Street, Road, Highway, Bridge, or public Place shall have been so broken or taken up as aforesaid, such Notice to be left for him at his Dwelling House or Office: Provided also, that nothing in any Act or Acts contained shall prevent or be construed to prevent the said Company of Proprietors from breaking or taking up any Street, Road, Highway, Bridge, or public Place within the Powers and Limits of this Act for the Purpose of laying down or altering any Mains or Pipes, they the said Company of Proprietors giving Three Days previous Notice to such Surveyor or Clerk in manner aforesaid; but no such Street, Road, Highway, Bridge, or public Place shall be so broken or taken up for the Purpose last aforesaid during the Months of *December, January, and February* in any Year.

Saving of Rights under Metropolis Paving Act. 57 G. 3. c. 29.

CXXIV. Provided also, and be it further enacted, That nothing contained in this Act or the said recited Act shall abrogate, lessen, or abridge, or be held to abrogate, lessen, or abridge, an Act passed in the Fifty-seventh Year of the Reign of His Majesty King George the Third, intituled *An Act for better paving, improving, and regulating the Streets of the Metropolis, and removing and preventing Nuisances and Obstructions therein*, or any of the Powers, Fines, Forfeitures, Penalties, Restrictions, and Enactments therein

therein contained, but the same respectively shall remain and be in full Force as if this Act had not been passed.

CXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Rights, Interests, Privileges, Franchises, or Authorities of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of making this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise, nor to authorize the said Company, their Workmen or Servants, or any of them, to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Banks or Shores thereof (except so far as is herein-before mentioned), without the Licence and Consent of the said Mayor and Commonalty and Citizens first had and obtained in Writing for that Purpose.

Saving the Rights of the City of London, and of the Lord Mayor of the said City as Conservator of the River Thames.

CXXVI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to interfere with, alter, lessen, or in any Manner affect the Rights, Powers, and Authorities heretofore given or granted to or vested in the said Governor and Company of the *New River*, either by virtue of the said recited Act of the Third Year of the Reign of His late Majesty King *George* the Fourth, or otherwise howsoever.

Recited Act not to be interfered with.

CXXVII. 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.

Public Act.

The **SCHEDULE** to which the foregoing Act refers.

| No. on Plan. | Owner. | Occupier. | Description of Property. |
|--------------|---|--|----------------------------|
| 26 | Archbishop of York (Devisees in Trust of Joseph Aldersey, Es- quire, Leaseholders) | - - - | Formerly a Timber Dock. |
| 27 | Thomas Ponton, Esquire | Messrs. James and John Heighing- ton - - | Ditto. |
| 28 | Ditto - - | Messrs. Thomas and John Lett | Ditto. |
| 29 | Ditto (Messrs. Thomas and John Lett, Lease- holders) - - | William Robins - | Cottage. |
| 30 | Thomas Ponton, Esquire | Messrs. James and John Heighing- ton - - | Timber Dock and Wharf. |
| 31 | Ditto (Messrs. Thomas and John Lett, Lease- holders) - - | Michael Pass - | Limekiln and Yard. |

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