



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. lxi.

An Act for better supplying with Water the Town of *Ashton-under-Lyne*, and the Neighbourhood thereof, within the Parish of *Ashton-under-Lyne*, in the County Palatine of *Lancaster*.

[3d July 1835.]

WHEREAS a better Supply of Water for domestic and other Purposes would be of great Advantage to the Inhabitants of the Town of *Ashton-under-Lyne*, and the Neighbourhood thereof: And whereas such Supply of Water may be obtained from certain Springs and Watercourses situate at or near *Tombottom* and *Knotthill* in the said Parish of *Ashton-under-Lyne*, on Lands claimed to be the Property of the Right Honourable *George Harry* Earl of *Stamford* and *Warrington*: And whereas the several Persons hereinafter named are willing at their own Expence to carry into execution the said Undertaking; but the same cannot be beneficially effected without the Aid 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 the Right Honourable the Earl of *Stamford* and *Warrington*, the Right Honourable the Lord *Grey* of *Groby*, *John Booth*, *Henry Booth*, *George Bernard*, *Robert Buckley*, *George Burrows*, *James Bromley*, *William Cluley junior*, *John Charlesworth*, *John Collier*, *Thomas Cunningham*,

[Local.]

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Joseph

Subscribers
incorporated.

Joseph Fletcher, Thomas Goodall, John Howard, Robert Harrop, John Harrop, John Harrop junior, Joseph Higgin, Charles Hindley, Samuel Hallsworth, James Lord, Frederick Lees, Walkin Lees, James Lees, Thomas Lord, Betty Moss, Samuel Oldham, Joseph Buckley Reyner, Alfred Reyner, Frederic Reyner, Daniel Ridgway, John Saxon, John Spencer, Jonathan Slater, John Slater, John Smith, William Sunderland, Peter Saville, John Justice Southam, Edward Whitehead, Abel Williamson, George Williamson, Edwin Williamson, William Wright, John Wood, and all other Persons who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for constructing and maintaining the Waterworks and other Works by this Act authorized, according to the Provisions and Restrictions herein-after contained, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Ashton-under-Lyne* Waterworks Company," and by that Name shall have perpetual Succession and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them and their Successors and Assigns for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and also shall have Power again to sell and dispose of their Lands in manner by this Act directed.

Construction of certain Terms employed in this Act.

II. And be it further enacted, That whenever in this Act any Word or Words is or are used importing the Singular Number only, the same shall be understood to include several Matters as well as one Matter, and several Persons as well as one Person; and the Word "Person" and also the Word "Corporation" shall be respectively understood to include a Body or Bodies Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, as well as an Individual or Individuals; and any Word or Words importing the Masculine Gender only shall be understood to include Females as well as Males; and the Word "Lands" shall be understood to include Messuages, Tenements, and Hereditaments, as well as Lands; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Act may be put in execution immediately.

III. And whereas the probable Expences of carrying the Purposes of this Act into execution will according to the Estimate thereof amount to the Sum of Fifteen thousand Pounds, which said Sum of Fifteen thousand Pounds has already been subscribed by several Persons, under a Contract binding them, their Heirs, Executors, and Administrators, for Payment of the several Sums so subscribed by them respectively; be it therefore further enacted, That from and after the passing of this Act the Powers and Provisions of this Act may be put in execution.

Proprietors may raise Money among themselves for the

IV. And be it further enacted, That it shall be lawful for the said Company to raise among themselves any Sum of Money for constructing and maintaining the Works by this Act authorized, not exceeding in the whole the Sum of Fifteen thousand Pounds, the whole to be divided

divided into Six hundred Shares of Twenty-five Pounds each; and such Shares shall be numbered, beginning with Number One, and so on in arithmetical Progression ascending, whereof the common Excess or Difference shall always be One; and every such Share shall be distinguished by the Number to be applied to the same, and the said Shares shall be and they are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall subscribe for any such Share, or such Sum as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to the net Profits and Advantages which shall accrue from or by the Water Rents and other Sums of Money received by the said Company, as and when the same shall be divided by the Authority of this Act, according to the Sums by such Parties respectively paid: Provided always, that it shall not be lawful for any Person to hold in his own Name, or in the Name of any other Person for his Use, any larger or greater Number of Shares than Fifty Shares in the said Undertaking; and if and in case any greater Number of Shares shall at any Time belong or become vested in any Person, the Interest, Dividends, and Profits to arise and grow due upon as many Shares as shall be an Excess on the aforesaid Number of Fifty Shares shall cease to be paid to the Proprietor thereof for so long and such Time as he shall hold or possess the same.

Undertaking, not exceeding 15,000*l.*, to be divided into Shares of 25*l.* each.

V. And be it further enacted, That all the Shares in the said Undertaking or the Joint Stock or Fund of the said Company shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be Personal Estate.

VI. And be it further enacted, That the Money to be subscribed and raised as aforesaid shall be applied, in the first place, in discharging all the Costs, Charges, and Expences attending the applying for, obtaining, and passing this Act, and the Surveys, Plans, and Estimates, and other incidental Expences relating thereto; and then in or towards the making and completing the said Waterworks, and the Roads, Avenues, or Approaches thereto, and other Works in this Act directed to be made, and paying the Purchase Money for the Lands and Hereditaments herein authorized to be purchased, and otherwise for the Purposes of this Act.

Application of Money raised.

VII. And be it further enacted, That the said Company of Proprietors shall meet together at the *Globe* Inn in *Ashton-under-Lyne* aforesaid, or at some other convenient Place in the said Town of *Ashton-under-Lyne*, within Fourteen Days 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 Com-

First and other General Meetings.

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pany on the Third *Wednesday* in the Month of *March* and the Third *Wednesday* in the Month of *September* in each and every Year, or within the Space of Fourteen Days next following the said Days respectively, and also such and so many Special General Meetings of the said Proprietors as shall be called by the Committee of Management as herein-after provided; of which said General Meetings and Special General Meetings at the least Seven Days previous Notice shall be given in the Manner herein-after directed, 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 specially convened.

VIII. And be it further enacted, That Seven 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 of the Proprietors of the said Company, so as such Requisitions 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 the Manner herein-after directed; 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.

Business at Special and adjourned General Meetings.

IX. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of General or Special Meetings how to be given.

X. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matter, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Clerk or Treasurer of the said Company, and shall be given by Advertisement inserted in some Newspaper published in the said County Palatine of *Lancaster*, and usually circulated within the Limits of this Act, or by Letter sent to each of the said Proprietors, or to the individual Proprietor entitled to such Notice, as the Case may be, by the said Clerk or Treasurer, through the Post Office at *Ashton-under-Lyne* aforesaid; and such Notices, whether given by Advertisement or by
Letter,

Letter, shall be deemed and considered the same as if personally served.

XI. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Persons who shall have duly subscribed for or become entitled to any Share in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have One or more Vote or Votes in respect of the Share or Shares possessed by them respectively, according to the Numbers and Proportions following; (that is to say,) for Nine Shares or any less Number, One Vote; for any Number of Shares exceeding Nine and not exceeding Nineteen, Two Votes; for any Number of Shares exceeding Nineteen and not exceeding Forty-nine, Three Votes; and for Fifty Shares or upwards, Four Votes; and such Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of any Corporation, or under the Hands of any other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed at any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have an additional or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit:

Directing how Subscribers shall vote.

' A. B. of One of the Proprietors
 ' of the *Ashton-under-Lyne* Waterworks Company, doth hereby
 ' appoint C. D. of to be the Proxy of the said
 ' A. B., to vote or give his Assent to or Dissent from any Business,
 ' Matter, or Thing relating to the said Undertaking which shall be
 ' proposed at any General or Special General Meeting of the said
 ' Company, in such Manner as he the said C. D. shall think proper.
 ' In witness whereof the said A. B. hath hereunto set his Hand [or
 ' Common Seal] the Day of

Form of Proxy.

XII. And be it further enacted, That when several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the Proprietor of such Share; and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said
 [Local.] 20 X Company

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

Company as Proprietor of such Share, and whose Vote, either in Person or by Proxy, shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of the said Share; and all Notices by this Act directed to be given to Proprietors of Shares in the said Undertaking shall or may, for or in respect of such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Shares so jointly held for all the Purposes for which such Notice is intended to be given.

Lunatics and
Minors to
vote by Com-
mittees or
Guardians.

XIII. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or a Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of such Committee, and such Committee may vote in respect of the Interests of such Lunatic or Idiot either in Person or by Proxy; and such Minor shall or may vote by his Guardian or by any of such Guardians, and such Guardians may vote in respect of the Interests of such Minor either in Person or by Proxy: Provided always, that every 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 of Guardian of any Minor on the same Occasion.

Proprietors
in arrear not
to vote.

XIV. And be it further enacted, That no Proprietor of any Share on which any Call made shall be due and unpaid shall at any Meeting of the Proprietors of the said Company be allowed to vote either personally or by Proxy, or to act or vote as a Member of the Committee of Management until the Money called for in respect of such Share shall have been fully paid.

General
Meetings
may make
Bye Laws.

XV. 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 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 be observed by all Parties, as 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.

XVI. 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 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 either of them, or any other Person 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 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 Emolument to the said Officers or either 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 who shall hereafter be appointed Treasurer of the said Company for the faithful Execution of his Office before he shall enter thereupon.

Treasurer
and Clerk to
be elected.

Security to
be taken from
Treasurer.

XVII. Provided also, and be it further enacted, That it shall not be lawful for the said Committee to appoint any Person who may be appointed Clerk in the Execution of this Act, or the Partner of such Clerk, or any Person in the Service or Employ of such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be Clerk for the Purposes of this Act; 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 such Clerk, or 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 the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, 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 such 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 who shall sue for the same,

Clerk not to
be Treasurer,
and vice
versâ.

same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Committee
of Manage-
ment to be
elected.

XVIII. 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 Eleven Persons, who shall be respectively Proprietors of Five or more Shares in the said Undertaking, 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 Third *Wednesday* in *September* 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 Eleven 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 re-eligible.

General
Meetings for
choosing
Committee
to consist of
at least Seven
Proprietors.

XIX. And be it further enacted, That if at any General or Special General Meeting there shall not be Seven Proprietors personally present no Choice of a Committee nor any Removal of any Person 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 Seven Days, and if a sufficient Number of Proprietors, personally or by Proxy, shall not then attend, the said General Meeting shall stand adjourned to Seven 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.

No Member
of Committee
of Manage-
ment to con-
tract for
supplying the
Company
with Articles
or Goods.

XX. 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, sell or contract to sell, or provide, furnish, or supply, for his 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 who shall

sue for the same within Twelve Calendar Months after the same shall have been committed, 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; 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 Interest as a Member or Proprietor of any such public Company.

XXI. 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 who shall be possessed of Five or more Shares in the said Undertaking 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.

For supplying Vacancies in Committee.

XXII. 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 Powers 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.

Members of Committee not to be personally liable.

XXIII. 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, with Power to use the same on their Behalf, and shall have full Power to meet and adjourn from Time 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, and 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 no Member

Powers of Committee, and Regulations as to their Proceedings.

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, and who in case of an equal Division shall always have a second or casting Vote; 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, Servants, and Workmen of the said Company, (except the Treasurer and Clerk, 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 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.

Orders and Proceedings to be entered in a Book.

XXIV. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Committee, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be valid and conclusive, and shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened, or of the Person making or entering such Orders or Proceedings being Proprietors, or being Members of the Committee, as the Case may be, or of the Handwriting of the Person who as Chairman of such Meeting shall have signed such Orders or Proceedings.

Committee to cause Accounts to be kept.

XXV. And be it further enacted, That the said Committee shall cause proper Books of Account to be kept by an Accountant or a Book-keeper, who shall be expressly appointed by the said Committee for that Purpose, and who shall enter or cause to be entered in the said Books true and regular Accounts of all Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Money shall have been expended; and such Book or Books shall at all reasonable Times be open to the Inspection of the respective Proprietors of the said Company, and of the respective Creditors for Money advanced and lent for the Purpose of this Act, without Fee or Reward; and the said Proprietors and Creditors may take Copies of or Extracts from the said Book or Books at all reasonable Times, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not

permit such Proprietors and Creditors, or any of them, to inspect such Book or Books, or to take such Copies or Extracts as aforesaid, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

XXVI. 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 by the said Committee, make out and deliver to the said Company or to the said Committee, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with the 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 to the Treasurer of the said Company, or to such Persons as the said Company or as the said Committee shall respectively appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render 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 to the said Committee, or to such Persons as they shall respectively appoint, within Seven Days after being thereunto required by the said Company or by the said Committee, or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by the said Committee, or by any other Person on their Behalf, to any Justice of the Peace for the County or Place in which such Officer or Person shall be or reside, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his 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 or the said Committee 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 be in the Hands of or owing by such Officer or Person, such Justice may and he is hereby, required upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money 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 not make out and deliver to such Justice such Account in Writing as aforesaid, or produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts,

Officers to
account.

Proceedings
in case of
Neglect.

counts, 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 required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of or for the County or Place in which such Officer or Person shall live or reside, there to remain without Bail or Mainprize until he shall have made out and delivered such Accounts, and have delivered up the Vouchers and Receipts, if any, relating thereto, and have delivered up such Books, Papers, and Writings, if any, as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company or with the said Committee for such Money and Charges, and have paid the Composition Money, (and which Composition the said Company and the said Committee are hereby respectively empowered to make,) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company or to the said Committee: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Company
empowered
to construct
Works.

XXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to construct and maintain all such Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences as they shall think proper, in the Situations, and upon, through, under, or over the Lands delineated on the Plans described in the Books of Reference relating to the said Waterworks deposited with the Clerk of the Peace for the County Palatine of *Lancaster*, as herein-after more particularly mentioned, and to supply with Water by means of such Waterworks the Limits of this Act, from certain Springs and Watercourses at or near *Tombottom* and *Knotthill* in the said Parish of *Ashton-under-Lyne*, and also from such Springs, Watercourses, and other Sources of Water as may be found in constructing the said Waterworks and other Works by this Act authorized.

Authenti-
cated
amended
Plans and
Books of Re-
ference to
be deposited
with the
Clerk of the
Peace, and be
open to In-
spection.

XXVIII. And whereas Plans and Sections describing the Situation of the intended Reservoirs and Aqueducts, and the Lands upon, in, or through which the same respectively are intended to be made or carried, and from which Streams of Water are intended to be taken for the Supply of such Reservoirs and Aqueducts, together with Books of Reference to such Plans, containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerk of the Peace for the County Palatine of *Lancaster*: And whereas since the depositing of the said Plans, Sections, and Books of Reference a Deviation in the said Reservoirs or Aqueducts, or in the Line through which the same are proposed to be carried, hath been agreed upon and determined, with the Consent of the Owners and Occupiers of the Land through which such Deviation is intended to be made; be it therefore further enacted, That amended Plans and Sections, describing the Situation of the intended Reservoirs and Aqueducts, authenticated by the Signature of the
Right

Right Honourable the Speaker of the House of Commons, shall, together with amended Books of Reference to such Plans, within Two Calendar Months after the passing of this Act be deposited with the Clerk of the Peace for the said County Palatine of *Lancaster*; and the said amended Plans, Sections, and Books of Reference so to be deposited shall remain with and be kept by the said Clerk of the Peace; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Plans, Sections, and Books of Reference respectively, paying to the said Clerk of the Peace the Sum of One Shilling for every Inspection, and after the Rate of Sixpence for every Hundred Words copied therefrom; and the said Plans, Sections, and Books of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

XXIX. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Reservoirs, Aqueducts, and other Works in the Situation, and in the Line or Course, and upon, in, or through the Lands delineated in the said amended Plans, although such Lands or any of them, or the Situation of them respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the said Books of Reference, if (in the Event of Dispute about the same) it shall appear to any Two or more Justices of the Peace for the County or Place in which the Lands so omitted, mis-stated, or erroneously described may lie, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and every Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace of the said County Palatine of *Lancaster*.

Unintentional Errors in Act, or Plans or Books of Reference not to prevent Execution of the Act.

XXX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person whomsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, or manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise, in the Execution of any of the Powers of this Act, and which may be necessary or proper for constructing or using the Works by this Act authorized, or which may obstruct the constructing, maintaining, or using the same, according to the true Intent and Meaning of this Act, and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things

Power to take Lands, &c. for the Purposes of this Act.

necessary or convenient for constructing, maintaining, altering, or repairing and using the said Works; they the said Company, their Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction in manner herein-after mentioned to all Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained: Provided always, that notwithstanding any thing in this Act contained it shall not be lawful for the said Company to require the Owner, Lessee, or Occupier of any Land lying between the intended Reservoir at *Knott-hill* and the Reservoir adjoining the said Town of *Ashton-under-Lyne* aforesaid, called the Service Reservoir, against his or their Will or Consent, to grant, convey, or assure to the said Company any greater or other Interest in such Land than shall enable the said Company fully and freely to enjoy the Privilege of laying Pipes for the Conveyance of Water in and through the same, and of taking up, replacing, removing, and repairing such Pipes from Time to Time as the said Company may think necessary and proper.

Persons
under legal
Disability
empowered
to sell Lands.

XXXI. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, and Committees, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to or for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; namely,

Form of
Conveyance
to the Com-
pany.

‘ I *A. B.* of _____ in consideration of the Sum
‘ of _____ to me, [*or, as the Case may be,* into the Bank
‘ of *England*, in the Name and with the Privity of the Accountant
‘ General

‘ General of the Court of Exchequer, *ex parte* “The *Ashton-under-*
 ‘ *Lyne* Waterworks Company;” or to C. D. of _____ and
 ‘ E. F. of _____ - Two Trustees appointed to receive the
 ‘ same,] pursuant to the Act after mentioned, paid by “The *Ashton-*
 ‘ *under-Lyne* Waterworks Company” [or the said Company], esta-
 ‘ blished or incorporated by an Act of Parliament passed in the
 ‘ Year of the Reign of His Majesty King *William* the Fourth, intituled
 ‘ [here set forth the Title of this Act], do hereby convey [or, in Cases
 ‘ of Copyhold or Customary Lands requiring Surrender, do hereby
 ‘ agree to surrender] to the said Company, their Successors and
 ‘ Assigns, all [describing the Premises to be conveyed or agreed to be
 ‘ surrendered], together with all Ways, Rights, and Appurtenances
 ‘ thereunto belonging, and all such Estate, Right, Title, and Interest
 ‘ in and to the same and every Part thereof as I am or shall become
 ‘ seised or possessed of, or am by the said Act capacitated or em-
 ‘ powered to convey or surrender, to hold the Premises to the said
 ‘ Company, their Successors and Assigns for ever, according to the
 ‘ true Intent and Meaning of the said Act. In witness whereof I
 ‘ have hereunto set my Hand and Seal the _____ Day of
 ‘ in the Year of our Lord _____

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Estates, Interest or Interests so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

XXXII. And be it further enacted, That where any Lands intended to be purchased by the said Company shall solely, or jointly with other Lands not intended to be purchased, be subject to any Rent-service, Rent-charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased from such Rent, Payment, or Incumbrance, and also, where necessary, for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons by this Act empowered to sell and convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment,

Power to purchase the Release of Lands wanted from Rents charged thereon.

or Incumbrance as herein-before mentioned, according to the respective Values of the Lands intended to be purchased and of the Lands not intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms as by this Act are directed to be used in the Case of Conveyances of Lands) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that when any Money shall be directed to be paid for the Release from any Rent, Payment, or Incumbrance of any Lands belonging to any Person under legal Disability as aforesaid, such Money shall always be paid by a Sum in gross.

Mortgagees
to convey to
the Company.

XXXIII. And be it further enacted, That all Persons having any Mortgage on any Lands to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for other Persons in possession thereof by virtue of such Mortgage, or not,) shall, on Tender of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, or by any Person by them authorized, immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Persons and in such Manner as they shall appoint; and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six Calendar Months, on Pay-
ment

ment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interest in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs, if any, due on such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt 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 such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

XXXIV. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Money, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall have been so agreed upon or determined as aforesaid, or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim

Directing in what Manner Disputes between Company and certain Mortgagees shall be settled.

of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Lands as shall be so taken or used from all Principal and Interest and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers and Remedies for recovering or compelling the Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes of this Act, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon and out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall on the Assignment thereof to the said Company have been paid to the Mortgagee thereof in part satisfaction of his Mortgage Debt, a Memorandum of the Amount so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company at their Expence to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Satisfaction to be made for Lands taken for Works.

XXXV. And be it further enacted, That all Persons by this Act capacitated to sell and convey Lands, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the Works by this Act authorized are intended to be constructed or made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive such Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for or on account of any Damage, Loss, or Inconvenience which may be sustained by such Persons by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively, and the said Company; and in case the said Company and such Persons respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

In case Parties refuse or are incapable to treat, the Value of Lands and of

XXXVI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corpora-
tion,

tion, Trustee, or other Person so interested or entitled and capacitated to sell, agree, or convey, or release, as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, or Compensation shall refuse to accept such Purchase Money, Satisfaction, or Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of or affixed on some conspicuous Part of any Premises required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in constructing the Works by this Act authorized, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of any Five or more of the Committee of Management of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in 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 any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials 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 said Sheriff, Under Sheriff,
Coroner,

Damages to
be settled by
a Jury.

Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, 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 to be so appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person 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 may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths (which Oaths, as well as the Oaths of all Persons who shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of, assess, and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands (except for such Interest therein as shall have been of right purchased by the said Company from any other Person), and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons whomsoever: Provided always, that not less than Fourteen 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 with whom any such Controversy shall arise, either by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or other principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be Plaintiff, and shall be entitled

entitled to all such Advantages and Privileges as Plaintiffs are by Law entitled in Actions tried in any of His Majesty's Courts of Record at *Westminster*.

XXXVII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, 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 for any particular Estate, Term, or Interest which he may have in the Premises, by way of Lease or otherwise, for his Interest therein.

Compensation Money to be apportioned.

XXXVIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace or other Person having the Custody of the Records of the Quarter Sessions for the said County Palatine of *Lancaster*, and shall be deposited with and deemed to be Records of such Quarter Sessions respectively to all Intents and Purposes; and the same, or true 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 to have Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words.

Verdicts to be recorded.

XXXIX. And be it further enacted, That if any Sheriff, Under Sheriff, 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 any such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn (or, being a Quaker, to make Affirmation), or shall refuse 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 summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn or affirmed or to give Evidence, every Person so offending, having no reasonable Excuse (such reasonable Excuse to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person), 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 have been summoned, any Sum not exceeding Ten Pounds; all which Penalties and Forfeitures shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty, and the Charges and Expences of such Distress and Sale shall have been deducted.

Penalty upon Sheriffs, &c. and on Jurors and Witnesses making Default.

Jurors to be
under Regu-
lations as
Jurors at
Westminster.

Witnesses to
be punished
for false
Evidence.

Expences of
Jury how to
be paid.

XL. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath (or, being Quakers or Moravians, upon their Affirmation) shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, or Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Penalties and Punishment to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

XLI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as a Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers of this Act, all the Costs of summoning such Jury, and the Expences of Witnesses, shall be borne by the said Company; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place in which such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for the same Sum as shall have been previously offered by the said Company, or for a less Sum than shall have been so offered, One Moiety of the said Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs and Expences (the same having been ascertained and settled in manner herein-before mentioned) shall and may be deducted out of the Money awarded to be paid to such other Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so awarded shall be deemed and taken to all Intents and Purposes to be good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Company.

Persons re-
questing
Juries shall

XLII. And be it further enacted, That all Parties with whom the said Company shall have any Dispute, and who shall require a Jury
to

to be summoned as aforesaid, shall, at their own Costs, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond (with Two sufficient Sureties) to the Treasurer or Clerk of the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall on them.

enter into
Bonds to pro-
secute their
Complaints
and to pay
Expences.

XLIII. 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, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Party making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Party to the said Company Fourteen Days before the summoning of such Jury, and within Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or the doing or committing thereof shall have ceased.

Notice of
Injury to be
given to
Company
before Com-
plaint.

XLIV. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenants from Year to Year, and other Persons, in Possession of any Lands intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver up such Possession as aforesaid it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of any Five or more of the Committee of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

Tenants at
Will or for a
Year to quit
Lands, &c.
after Notice.

Interests of such Tenants may be settled by a Jury.

XLV. Provided always, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of such Premises, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be ascertained and determined.

Persons holding under Leases to produce the same.

XLVI. Provided also, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term for Years or Chattel Interest which he shall claim to be possessed of or entitled unto in any Lands, Mines, or Minerals intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease, Agreement, Demise, or Grant in respect of which such Claim for Satisfaction or Compensation shall be made; and if such Lease, Agreement, Demise, or Grant shall not be produced or shown within Twenty-one Days after Demand made by the Clerk of the said Company, or by any Person by him authorized, the Party claiming such Satisfaction or Compensation shall be considered and treated as holding only from Year to Year.

For settling Disputes as to Damages to a small Amount.

XLVII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken for the Purposes of this Act, as to the Amount or Value of the Damage done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County or Place within which such Lands lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided such Compensation do not exceed the Sum of Twenty Pounds; and the said Justices are hereby authorized and required on Nonpayment of the said Damages for the Space of Ten Days after the same shall become due, to levy such Damages and all Charges respecting the same by Distress and Sale of any Goods and Chattels by this Act vested in the said Company, in the same Manner as by this Act is directed with respect to the Recovery of Compensation for other Damages done by the said Company.

Application of Compensation Money when

XLVIII. And be it further enacted, That if any Money agreed or awarded to be paid for the Purchase of any Lands to be taken or used for the Purposes of this Act, or for the Release of any such

Lands from any Rents or other Incumbrances charged thereon, or for any Compensation or Satisfaction under this Act which any Corporation, or any Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall 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 *Ashton-under-Lyne* Waterworks 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; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Pétition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt, or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which the Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, 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, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

amounting to 200l.

1 G. 4. c. 35.

XLIX. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall

[Local.]

21 C

Application of Compensation Money

when less than 200*l.* and exceeding 20*l.*

shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees, in Cases of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company (signified in Writing either under their Common Seal or under the Hands of any Five or more of the Committee of the said Company), be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties, and either under the Common Seal of the said Company or under the Hands of any Five or more of the said Committee of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without its being necessary to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when not exceeding 20*l.*

L. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; and in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto; and any such Payment as last aforesaid shall effectually vest the Land, or the Interest or the several Interests in the Lands, for or in respect whereof the same shall be paid, in the said Company, their Successors and Assigns, absolutely, free from all Titles, Charges, Estates, and Incumbrances.

In case of not making out Titles, &c. the Money to be paid into the Bank.

LI. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under the Authority of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Company for the Purposes of this Act, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then and in every such Case, where not otherwise

otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or 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 (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court, which said Court, on the Application of any Party making claim to such Money, or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding, or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (describing as aforesaid) the same is received.

LII. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise, upon this Act, touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money, as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands according to such Possession until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to some Part of such Lands, or to some Estate or Interest therein, in which Case the said Court shall make such Orders respecting the said Capital, Dividends, and Interest as the Circumstances of the Case may require.

Persons in possession presumptively entitled.

LIII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used or in respect of which any Compensation or Satisfaction shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation or Satisfaction, shall be required to be paid into the Bank of *England*,

Court may order reasonable Expenses of Purchases to be paid by the Company.

England, to be applied in the Purchase of other Lands to be settled to the like Uses, it shall be lawful for the said Court to order the reasonable Expences of all such Purchases, and of the Investment of such Purchase Money in Land, together with the necessary Costs and Charges of obtaining the proper Order for such Purpose, to be paid by the said Company out of the Monies to be received under the Authority 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.

Power to enter Lands upon Payment or Tender of Purchase Money.

LIV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, or by way of Satisfaction or Compensation for any Loss or Injury, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Purchase Money, Satisfaction, or Compensation, within Thirty Days after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse or neglect or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled to or hereby capacitated to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of such Money into the Bank of *England*, as herein-before directed, to the Credit of the Parties interested in such Lands, or if any such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or for such Compensation or Satisfaction as aforesaid, which any Person under Disability is hereby capacitated to convey, then upon the Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* "The Ashton-under-Lyne Waterworks Company," or in such other Manner as such Money is herein-before directed to be paid, it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Term of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion or Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of such Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Compensation to be made for

LV. And whereas in executing the several Works by this Act authorized it may be necessary for the said Company, their Agents and

and Workmen, to enter upon and take temporary Possession of some Part of the Lands adjoining to such Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out or excavated in the Execution of such Works, or for other the Purposes of this Act; but inasmuch as a Jury, summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted, cannot either upon View or from Evidence form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the said Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Deposit of Money as herein-before directed; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Workmen and Agents, and they are hereby empowered, to enter upon the Lands of any Person whomsoever adjoining to or lying near to the Works by this Act authorized, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands, or upon any Part thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in constructing the said Works, or which may be taken or dug out of or from any Lands adjoining to the Place where such Works shall be then carried on, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners or Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the Works by this Act authorized, to make Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Fences so much of the Land as shall be required to be so used as aforesaid from the other Lands adjoining thereto; provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from

the said Works, or to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Five hundred Yards from any Mansion, without the Leave of the Owner and Occupier of such Mansion in Writing first had and obtained for that Purpose.

Houses and Gardens not to be used without Consent unless specified in the Schedule.

LVI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-four, or any Land which 'was then set apart and used as and for a Garden or Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, other than and except Two several Gardens, one of such Gardens claimed to be the Property of the said Earl of *Stamford* and *Warrington*, under Lease to *Edward Brown*, and in the Occupation of *Henry Whitehead*, and the other of such Gardens claimed to be the Property of the Reverend *George Chetwode*, as Rector of the Rectory and Parish Church of *Ashton-under-Lyne* aforesaid, and in the Occupation of *Daniel Jackson*, without the previous Consent in Writing of the Owner and Occupier thereof, unless the Omission thereof shall have proceeded from Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence shall be certified in manner herein-before provided in Cases of unintentional Errors in this Act or in the said Books of Reference.

Company empowered to deviate from the Plan to the Extent of 100 Yards.

LVII. And be it further enacted, That the said Company in making the several Works by this Act authorized shall have full Power and Authority to deviate from the Lines and Situations of such respective Works as delineated in the said amended Plans to be deposited with the said Clerk of the Peace as herein-before mentioned, with such Deviation in the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Lines or Situations so delineated in the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said amended Books of Reference without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence shall be certified in manner herein-before provided in Cases of unintentional Errors in the said Books of Reference.

Mines, &c. reserved to Lords of Manors and others.

LVIII. Provided always, and be it further enacted, That nothing herein contained shall extend to defeat, prejudice, or affect the Right of the Lord of any Manor, or of any Owner of any Lands in, upon, or through which the said Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid shall be made, to the Mines and Minerals lying and being within and under the Lands to be set out or made use of for such Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid, or any of them, but all such

Mines

Mines and Minerals are hereby reserved to such Lord of such Manor, and to such Owner of such Lands respectively, and their Heirs, Executors, Administrators, and Assigns respectively; and it shall be lawful for the Lord of such Manor and such Owner of such Lands respectively, and their respective Heirs, Executors, Administrators, and Assigns, (subject to the Conditions and Restrictions herein contained,) to work, get, drain, take, and carry away to his and their own Use, such Mines and Minerals, not thereby injuring, prejudicing, or endangering the said Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid, or any of them, any thing herein contained to the contrary notwithstanding.

LIX. Provided also, and be it further enacted, That if the Owner or Worker of any Coal or other Mine shall in pursuing such Mine work near or under the said Waterworks, Reservoirs, Aqueducts, or other Works as aforesaid, or any of them, so as in the Opinion of the said Company to endanger or damage the same, or in the Opinion of such said Owner or Worker of the said Mine to endanger or damage the further working thereof, then it shall be lawful for the said Waterworks Company to treat and agree with the Owner or Worker of all such Coal or other Minerals near or under the said Waterworks, Reservoirs, Aqueducts, and other Works, or any of them, as shall be thought proper to be left for the Security or Preservation of the said Waterworks or Mine as aforesaid; and in case the said Company and such Owner or Worker of such Mine shall disagree about the Satisfaction to be made for such Coal or other Minerals, then the Amount of such Satisfaction shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner; and upon Payment or Satisfaction made to such Owner or Worker of such Mine by the said Company, according to the Verdict or Judgment of such Jury, such Owner or Worker of such Mine shall be and he is hereby perpetually restrained from working such Mine within the Limits for which Satisfaction shall by the said Jury be adjudged and declared to extend.

Mines, &c. not to be worked to prejudice the Waterworks.

LX. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Waterworks or other Works, or within the Distance of Sixty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased) to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata so purchased by the said Company as aforesaid as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid; provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimensions or Section than Five Feet wide and Four Feet Six Inches high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other Persons cutting and making the same, shall allow and repay unto the said Company

If Company purchase Mines, Owners of Mines adjoining on each Side of Waterworks may make Communications.

Company for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at and after the same Rate and Price at which the said Company shall have purchased and paid for the said Mines; provided also, that no Airway, Headway, Gateway, or Water Level shall be so cut or made as in any way to injure the said Waterworks or other Works.

Company
may contract
for the
Works.

LXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized, in the Name of the said Company or of such Persons as they shall for that Purpose appoint, to contract and agree with any Person for constructing the several Works by this Act authorized or any Part thereof respectively, and that in such Manner and for such Sums and under such Regulations and Restrictions as the said Company shall think proper; and all Contracts in Writing for any of the Purposes aforesaid shall be binding on the said Company and on all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any of the Parties failing in the Execution thereof.

Prescribing
the Limits of
the Act.

LXII. And be it further enacted, That the Limits of this Act shall be deemed and taken to extend to and include the Parish of *Ashton-under-Lyne* in the County Palatine of *Lancaster*, except so much thereof as lies within the Town of *Stalybridge*.

Company
empowered
to open the
Surface of the
Highways,
and to lay
down Pipes
for the Con-
veyance of
Water.

LXIII. And be it further enacted, That for the Purpose of supplying Water to the Inhabitants within the Limits of this Act it shall be lawful for the said Company and they are hereby empowered to open and break up the Soil, Pavement, and Surface in and of the several Highways, Turnpike Roads, Streets, and other public Places within the said Limits, and also any Sewers or Drains therein, and to lay and place within such Limits Pipes, Conduits, and other Apparatus and Conveniences, and to do all other Acts which the said Company shall from Time to Time deem necessary for supplying Water to the Inhabitants of the said Limits according to the true Intent and Meaning of this Act, and also from Time to Time to open and break up such Soil, Pavement, Surface, Sewers, and Drains for the Purpose of repairing, altering, or removing any such Pipes, Conduits, Apparatus, or Conveniences, they the said Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation as in this Act mentioned for any Damage which may be done in the Exercise of such Powers: Provided always, that before the Soil, Pavement, or Surface in or of any of the said Highways, Turnpike Roads, Streets, or other Places shall be broken up, Ten Days previous Notice in Writing shall be given by the said Company to the Surveyors for the Time being of such Highways, and to the Trustees or Commissioners of such Turnpike Roads or Streets respectively intended to be opened or broken up, or to the Clerk of such Trustees or Commissioners, specifying the Part or respective Parts of the Highways, Turnpike Roads, Streets, or Places which are intended to be opened or broken up, to the Intent that such Surveyors, Trustees, or Commissioners, or such Persons as they
respectively

respectively shall appoint or authorize, may inspect and superintend the opening or breaking up of such Highways, Turnpike Roads, Streets, or Places, and see that no unnecessary Damage or Injury be done thereto by the said Company, and may give such Directions as to the Time and Mode of reinstating the same as to them may appear reasonable: Provided also, that in no Case shall any Part of any such Highway, Turnpike Road, Street, or Place be wholly stopped or rendered impassable for Carriages or Cattle unless it be unavoidably necessary, in which Case the said Company shall at their own Expence provide another Road or Passage for Carriages and Passengers as good and convenient as Circumstances will admit, until the Highway, Turnpike Road, Street, or Place aforesaid shall be restored and reopened to the Public.

LXIV. And be it further enacted, That whenever the said Company shall have opened or disturbed the Soil, Pavement, or Surface of any Highway, Turnpike Road, Street, or Place within the Limits of this Act, they shall and are hereby required forthwith completely to reinstate such Soil, Pavement, or Surface, and make good all Damage done by them to any Sewer, Drain, or other Work under the Surface of the Ground or otherwise, and to remove the Rubbish occasioned by the opening of the Ground, and in the meantime to erect a Fence round such Opening in such Manner as to prevent Accidents to Passengers, Cattle, or Carriages; and if there shall be any wilful Delay in the said Company in reinstating such Pavement or Surface, or in removing such Rubbish, or in erecting such Fence, in manner herein-before directed, the said Company shall forfeit and pay any Sum not exceeding Five Pounds, the same to be applied, when recovered, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish or Place in which the Offence shall be committed, to be by such Overseers applied in aid of the Poor Rates of such Parish or Place.

Requiring Company to reinstate Pavements, &c. after the Pipes have been laid down.

LXV. And be it further enacted, That the said Company shall and they are hereby required, at the Time of laying down in any Highway, Turnpike Road, Street, or other public Place within the Limits of this Act, any Main Pipe for supplying such Highway, Turnpike Road, Street, or Place with Water, to fix, and from Time to Time to repair or renew, Fire Plugs in such Highway, Turnpike Road, Street, or Place, for the Supply of Water in extinguishing Fire; and as soon as any such Fire Plug shall have been finished the said Company shall immediately deposit a Key of such Fire Plug at each Place within the Limits of this Act where any Engine shall be kept for extinguishing Fire, and affix a public Notification in some conspicuous Place by the Side of the said Road, Street, or Place, to denote the Situation and Distance of such Fire Plug.

Requiring the Company to fix Fire Plugs.

LXVI. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, or other Waterworks belonging to the said Company, or wash therein any Dog or other Animal, or throw or entice, or cause to go or be therein, any Dog or other Animal, or any Gravel, Stone, Rubbish, Filth, or other noisome or offensive Matter or Thing, or wash or cleanse therein any Cloth, Wool, Leather, or the Skin of

Penalty on Persons fouling the Water.

any Sheep, Lamb, or other Animal, or any Wearing Apparel or other Thing, or shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to or which ought to be conveyed away by him, to run or be conveyed into any of the Waterworks belonging to the said Company, or into any of the Springs or Watercourses communicating therewith, or shall commit or cause to be committed any other Act whereby the Water in any of the said Waterworks shall be soiled, fouled, or corrupted, every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on Persons opening the Locks or doing other Damage to the Waterworks.

LXVII. And be it further enacted, That if any Person shall wilfully or carelessly open, break, or injure any Lock, Cock, Gate, Paddle, Valve, Pipe, or Clough connected with any of the Waterworks belonging to the said Company, or shall flush or draw off the Water from any of the said Waterworks, or shall do any other wilful Act whereby the Water in any of the said Waterworks shall be mis-spent or wasted, or shall (without the Consent of the said Company first obtained) take or destroy any Fish out of or in any of the said Waterworks, or shall wilfully obstruct or prevent any Person in the Execution of this Act, every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on destroying the Works of the Company.

LXVIII. And be it further enacted, That if any Person shall wilfully injure, throw down, destroy, steal, or take any of the Works of whatever Description belonging to the said Company, or any Part of the Materials of any such Works, he shall, on being lawfully convicted of any such Offence, be liable to the Punishment to which Persons shall be liable in Cases of Felony.

Not to injure Gas Pipes already laid down.

LXIX. And be it further enacted, That if in carrying into execution any of the Powers by this Act granted any Injury or Damage shall be done or committed to any of the Pipes, Branches, Apparatus, Materials, or Things already laid down by the *Ashton-under-Lyne* Gas and Waterworks Company, for the Purpose of supplying with Gas the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, or of any Part thereof, either by removing or disturbing the Ground or the Soil whereon the same is or are placed, or by the Compression or subsequent settling or lowering of the same at any Time afterwards, the said Waterworks Company shall, at their own Expence, Costs, and Charges, within Twenty-four Hours next after Notice in Writing given to them by the said Gas and Waterworks Company or their Clerk, cause such Pipes, Branches, Apparatus, Materials, and Things to be well and effectually repaired and amended; and in default or neglect thereof it shall be lawful for the said Gas and Waterworks Company, and they are hereby authorized and empowered, to cause such Pipes, Branches, Apparatus, Materials, and Things so injured or damaged as aforesaid to be effectually repaired, amended, and made good; and reasonable Costs, Charges, Damages, and Expences attending the same shall be paid and defrayed by the said Waterworks Company or their Treasurer, the same having been ascertained and settled, in case of Dispute concerning the same, by some Justice of the Peace acting for the said County Palatine of *Lancaster*, and not being a Proprietor of
any

any Share in either of the said Companies; which Determination shall be final and conclusive; and such Damage and Expences, together with such Costs and Charges as shall be by such Justice allowed, shall be levied and recovered by Warrant of Distress under his Hand and Seal.

LXX. And be it further enacted, That all Pipes which shall hereafter be laid or used for the Conveyance of Gas within the Limits of this Act shall be laid at the greatest practicable Distance (and whenever the Width of the Carriageway will allow thereof such Pipes shall be laid at the Distance of Four Feet) from the nearest Part of any Pipe laid down for the Conveyance of Water within the said Limits, except in any Case in which it may be unavoidably necessary to lay any Gas Pipe across any such Water Pipe, in which Case the said Gas Pipe shall be laid over or under such Water Pipe, as the Case may require, at the greatest practicable Distance therefrom, and shall therewith form a Right Angle, or as nearly such as may be practicable, and in such Case the Gas Pipe so crossing the Water Pipe shall be at least Nine Feet in Length, and be so placed that no Joint of any such Gas Pipe shall be nearer to any Part of such Water Pipe than Four Feet; and in laying down the said Gas Pipes the Person or Corporation to whom they shall belong shall in no Case join Two or more Gas Pipes together previously 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 properly form the Jointing of such Pipe with the other Pipes connected therewith with proper and sufficient Materials, and shall also make and keep all such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, or Openings therein respectively, Air-tight, so as to prevent the Gas from escaping therefrom, on pain of forfeiting and paying the Sum of Five Pounds for every such Offence.

Gas Pipes to be laid Four Feet from Water Pipes, and in a particular Manner.

LXXI. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which are or shall be laid down or set up by any Person or Corporation making or supplying Gas within the Limits of this Act, such Person or Corporation shall, at his or their own Expence, immediately after receiving Notice by Parol or in Writing of any such Escape of Gas from any Person whomsoever, cause the most speedy and effectual Measures to be taken to prevent such Gas from further escaping; and in case such Person or Corporation shall not within Twenty-four Hours next after such Notice as aforesaid been given, effectually prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, such Person or Corporation shall for every such Offence forfeit and pay the Sum of 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 said Penalty shall be recoverable in a summary Way on the Oath of some credible Witness before some Justice of the Peace for the County or Place in which the Pipe wherefrom the Gas shall so escape shall be, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Person

Penalty on permitting the Escape of Gas.

Person or Corporation, by the Warrant of any such Justice of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as herein directed touching other Penalties.

Penalty on Washings draining into Rivers, Streams, &c.

LXXII. Provided always, and be it further enacted, That if any Person or Corporation making or supplying any Gas within the Limits of this Act shall at any Time empty or shall permit to flow any Washing or other Waste Liquid, or any noisome or offensive Liquid, Substance, or Thing whatsoever, which shall be produced in making or procuring Gas, into any River, Brook, or Running Stream, Canal, Reservoir, or Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or enter any Drain, Sewer, or Ditch communicating therewith, or shall do any other Act whereby the Water contained in any such River, Brook, or Running Stream, Canal, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, shall be fouled or corrupted, the Person or Corporation so offending shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty 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 Party who shall inform or sue for the same: Provided always, that no such Penalty shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Offence shall have ceased and determined: Provided also, that in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall or shall not have been recovered, in case any of the said Washings or other Waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained or emptied or suffered to flow in manner aforesaid into any River, Brook, or Running Stream, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such other Act shall be done as aforesaid, and Notice in Writing shall have been given by any Person whomsoever to the Person or Corporation to whom such Gas Works belong, and such Person or Corporation shall not within Twenty-four Hours after such Notice given prevent such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things from being drained or emptied or from flowing, and every such other Act from being continued as aforesaid, such Person or Corporation shall forfeit and pay the Sum of Twenty Pounds for each Day during which such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained or emptied or suffered to flow, or such other Act shall be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be recovered and levied in the same Manner as any other Penalty may by this Act be recovered and levied, and shall be paid to the Informer, or the Party who in the Judgment of the Justice before whom the Conviction shall take place shall have sustained any Annoyance, Injury, or Damage by any of the Causes herein-before mentioned,

LXXIII. And

LXXIII. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Person or Corporation making or supplying Gas within the Limits of this Act, such Person or Corporation shall forfeit and pay to the said Company for every such Offence the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered; and in case any such Water shall be so contaminated or affected by Gas as aforesaid, then and in every such Case the Person or Corporation making or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by or on behalf of the said Company, to be left at the usual Place of Abode of the Person, or at the Office or Place of transacting Business of the Corporation making or supplying such Gas, cause the most effectual Measures to be taken to prevent the Gas from escaping from the said Works, or contaminating or affecting any such Water; and in case the Person or Corporation so making or supplying such Gas shall not, within Twenty-four Hours next after such Notice so left as aforesaid, effectually prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent such Contamination whereof Notice shall be given as aforesaid, then and in every such Case the Person or Corporation making or supplying such Gas shall, on every Complaint whereof Notice shall have been given as aforesaid, forfeit and pay to the said Company, over and above the before-mentioned Penalty of Twenty Pounds, a further Sum not exceeding Ten Pounds for every Day during which the said Water shall be and remain contaminated or affected by any such Gas; and in default of Payment thereof such Penalty shall and may be recovered by Information to be exhibited on the Oath of some credible Witness, by and in the Name of the Clerk of the said Company, before some Justice of the Peace, with Costs, to be assessed by such Justice, and be levied by Distress and Sale of the Goods and Chattels of the Person or Corporation aforesaid, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant.

For preventing the Contamination of the Water by Gas.

LXXIV. And whereas it may become a Question upon such Complaint as aforesaid whether the said Water be contaminated by the Gas of any Person or Corporation making or supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the said Company to remove the Surface of the Ground, and to examine the Pipes and other Works of the Person or Corporation making or supplying such Gas, for the Purpose of ascertaining whether the Water has been contaminated by any Escape of Gas of such Person or Corporation; and if it shall appear that such Water has been so contaminated, all Expences attending such Examination, and also attending the Repair of the Surface of the Highway, Turnpike Road, Street, or Place which shall have been so removed, shall be borne and paid by such Person or Corporation as aforesaid; and such Expences shall be ascertained and determined (if necessary) by the Justice before whom the Complaint shall be made, and be recovered in the same Manner as any Penalty may be recovered under this Act: Provided always, that if upon such Examination it shall

For ascertaining if the Water be contaminated.

appear that the Water hath not been so contaminated as herein-before mentioned, the said Company shall bear and pay the Expences of such Examination and Repair, and also shall make good to the Person or Corporation making or supplying such Gas as aforesaid any Loss or Damage which may have been occasioned to the Pipes or other Works of such Person or Corporation in and by such Examination as aforesaid; and the Amount of such Loss or Damage shall be ascertained and determined (if necessary) by such Justice of the Peace as aforesaid, and be recovered in the same Manner as any other Penalty may be recovered under this Act.

Persons supplying Gas liable to be indicted as a Nuisance.

LXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prevent any Person from proceeding by Indictment or otherwise against any Person or Corporation making or supplying Gas within the Limits of this Act, in respect of any of their Gas Works, or of the Means which shall be employed by them in making the said Gas, or in furnishing such Gas, as a public or private Nuisance, or from bringing an Action against such Person or Corporation, or against any of their Servants or Workmen, for any Injury sustained by reason of any such Works, or of the Method of supplying the same, whether such Injury shall proceed from the Preparation or the Use of such Gas, or the Method of lighting therewith, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

Inhabitants may lay Pipes to those of the Company, after giving Notice.

LXXVI. And be it further enacted, That the several Owners of Buildings and Inhabitants within the Limits of this Act, who may be desirous of having Water from the Waterworks of the said Company conveyed into their Premises, may and they are hereby empowered, at their own Expence, (having given Fourteen Days previous Notice in Writing of their Intention so to do to the said Company, and having obtained the Consent of the Owner of the Premises through which it shall be proposed to lay any Pipe for the Conveyance of such Water,) to open the Ground between the said Company's Aqueducts or Main Pipes and the Premises of such Owners of Buildings or Inhabitants, and to lay down Leaden or other Service Pipes (the Bore whereof may be of the Dimensions of Three Fourths of an Inch in Diameter without the Consent, and of a greater Bore with the Consent of the said Company) from such Premises, to communicate with the Aqueducts or Main Pipes of the said Company, such respective Owners of Buildings or Inhabitants paying to the said Company the several Rents herein-after mentioned: Provided always, that any Person who shall have laid down any Pipe as aforesaid shall be at liberty to remove and take away the same, and the Cock and other Apparatus belonging thereto, having first given Fourteen Days Notice in Writing to the said Company of his Intention to remove the same, and of the Time of such proposed Removal, and doing no Injury or Damage to the Works and Pipes of the said Company.

Cisterns and Ball Cocks to be provided by Persons

LXXVII. And be it further enacted, That every Person supplied with Water under the Provisions of this Act shall, on the Requisition of the said Company, provide a proper Cistern to receive
and

and retain the Water with which he shall be so supplied, and such Person shall also provide a Ball and Stop Cock affixed to the Pipe conducting the Water from the Works of the said Company to such Cistern, and shall keep the same in good Repair, so as effectually to prevent the Water conveyed into such Cistern from running to waste; and in case such Person shall make Default in any of the Matters aforesaid it shall be lawful for the said Company, or for any Person acting under their Authority, to cut off the Pipe or to turn off the Water from the Premises of such Person, until such Cistern and Ball and Stop Cock shall be provided and fixed in manner hereinbefore directed.

supplied with
Water by the
Company.

LXXVIII. And be it further enacted, That the said Company shall and they are hereby required to furnish a sufficient Supply of Water to every Inhabitant occupying any private Dwelling House or any Part of a private Dwelling House within the Limits of this Act in which any Pipe of the said Company shall be laid, for such annual Rent or Sum as shall be agreed upon between such Inhabitants and the said Company, not exceeding the following; (that is to say,) where the annual Rack Rent or Value of the Premises so supplied with Water shall not exceed Ten Pounds, at and after the Rate of One Pound *per* Year; where such Rent or Value shall exceed Ten Pounds and shall not exceed Twenty Pounds, at and after the Rate of Two Pounds *per* Year; and where such Rent or Value shall exceed Twenty Pounds and shall not exceed Thirty Pounds, at and after the Rate of Two Pounds Sixteen Shillings *per* Year; where such Rent or Value shall exceed Thirty Pounds and shall not exceed Forty Pounds, at and after the Rate of Three Pounds Fifteen Shillings *per* Year; where such Rent or Value shall exceed Forty Pounds and shall not exceed Sixty Pounds, at and after the Rate of Five Pounds *per* Year; where such Rent or Value shall exceed Sixty Pounds and shall not exceed Eighty Pounds, at and after the Rate of Five Pounds Twelve Shillings *per* Year; where such Rent shall exceed Eighty Pounds and shall not exceed One hundred Pounds, at and after the Rate of Six Pounds Five Shillings *per* Year; where such Rent or Value shall exceed One hundred Pounds and shall not exceed One hundred and twenty Pounds, at and after the Rate of Seven Pounds *per* Year; where such Rent or Value shall exceed One hundred and twenty Pounds and shall not exceed One hundred and fifty Pounds, at and after the Rate of Eight Pounds *per* Year; and where such Rent or Value shall exceed One hundred and fifty Pounds, the Sum of Ten Pounds *per* Year; and such Water Rent shall be payable according to the actual Amount of the Rent, or according to the actual annual Value of the Premises, in all Cases in which such last-mentioned Rent or Value can be ascertained, and in Cases in which the same cannot be ascertained, then according to the Rack Rent in the Proportion to which such Inhabitants shall be assessed to the Poor's Rate: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than One Pound in any One Year: Provided also, that in case of Steam Engines, Manufacturers, Cloth Dressers, Dyers, Hatters, Printers,

Limiting the
Rents to be
paid for
Water.

Printers, Bleachers, Distillers, Brewers, Innkeepers, Maltsters, Ale-house Keepers, Butchers, Vintners, or other Persons requiring a Supply of Water for other than domestic Purposes, and also in case of Persons requiring a Supply of Water for Baths, Ponds, Pools, or Water Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business, or for any other than domestic Purposes, or for Service above the Height of Six Feet from the Level of the Pavement of the Street within which the Premises so supplied may be situate, such Supply shall be furnished by the said Company at such Rent as shall be agreed upon between such Persons and the said Company.

Recovery of
Water Rents
in arrear.

LXXIX. And be it further enacted, That in case Default shall be made by any Person in Payment of any Water Rent due to the said Company under the Authority of this Act it shall be lawful for the said Company to separate the Pipe supplying with Water the Person so making Default, and communicating with the Waterworks of the said Company, and to stop the Water from flowing into the Premises of such Person; and any Rent so due from such Person, if less than the Sum of Twenty Pounds, shall and may be recovered by the said Company, together with the Costs and Expences of removing the Pipe and of cutting off the Water, and of making the Distress, 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 Demises may by Law be recovered and raised; but if the Rent so due shall amount to Twenty Pounds or upwards, the same, together with Costs of Suit, may be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed.

If several
Houses, &c.
are supplied
by one com-
mon Branch,
each Occu-
pier liable to
Rent.

LXXX. Provided always, and be it further enacted, That where several Premises in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners and Occupiers of such Premises shall be liable to the Payment of Rent for the Supply of Water at and after the same Rate as they would have been liable to if each of such several Premises had been separately supplied with Water from the Works of the said Company by a distinct Pipe; and such several Rents, in case of Nonpayment, shall and may be recovered in like Manner as other Rents may be recovered under the Authority of this Act.

Penalty on
Company not
supplying
Water to the
Inhabitants
of Dwelling
Houses.

LXXXI. And be it further enacted, That in case the said Company shall refuse or neglect to supply with Water any Person occupying any private Dwelling House within any Part of the Limits of this Act in which any Pipe of the said Company shall be laid, at the Rent or Price and according to the Directions herein-before mentioned, for the Space of Twenty-one Days after Demand in Writing made by the Owner of such Dwelling House or such Inhabitant to the Clerk or Engineer of the said Company, and Tender of the Amount of One Year's Rent for such Supply, the said Company shall forfeit and pay to such Owner or Inhabitant, as the Case may be, Treble the Amount
of

of the Rent so tendered, in case the said Company at the Time of such Demand can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise, and also a further Sum not exceeding Twenty Shillings for each Day during which they shall refuse or neglect to supply such Water; which respective Penalties, together with reasonable Costs, shall and may be levied and recovered by Warrant under the Hands and Seals of some Two of His Majesty's Justices of the Peace acting for the County or Place in which such Pipe of the said Company shall be, not being interested in the Matter, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer: Provided always, that no Arrears of Rent shall be due from the Party making such Application.

LXXXII. And be it further enacted, That if any Person supplied with Water by the said Company under the Provisions of this Act shall furnish any Portion of such Water to any Person who shall not have agreed with the said Company for a Supply of Water, or shall wilfully permit such last-named Person to take any Portion of such Water, or if any Person, not having so agreed with the said Company, shall take or use any Water from any of the Waterworks constructed under the Authority of this Act, or from any Cistern, Pipe, Ball, or Cock belonging to any Person renting Water from the said Company, without the Consent of the said Company, or if any Person shall wilfully or negligently permit his Cistern, or any Pipe, Ball, or Cock, or other Apparatus belonging to him, and communicating or connected with the Works of the said Company, to be out of Repair, so that any of the Water supplied shall run to waste, then and in every such Case every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on Persons supplying Water to others who are not Tenants of the Company.

LXXXIII. Provided always, and be it further enacted, That nothing herein contained shall subject any Person supplied with Water by virtue of this Act to any Penalty or Forfeiture for supplying any other Person whomsoever with any Quantity of such Water in case of Fire, or during the Time that the Cistern, Pipe, Ball, or Cock, or other Apparatus belonging to any Person supplied with Water by virtue of this Act shall be under Repair or Alteration, provided that such Repair or Alteration be made with as little Delay as practicable.

Persons permitted to supply Water in certain Cases.

LXXXIV. And be it further enacted, That it shall be lawful for any Person whomsoever at all Times to take, use, and employ the Water which shall be contained in or supplied by any of the Waterworks of the said Company in extinguishing any Fire which may happen to any Premises or Property within the Limits of this Act, without making any Satisfaction or Compensation for such Water: Provided always, that the said Company shall not be answerable or liable for the Damage occasioned by any such Fire by reason of any Deficiency in the Supply of Water from the Works of the said Company.

Water to be used in extinguishing Fires.

LXXXV. And be it further enacted, That it shall be lawful for the Engineer of the said Company, or for any other Person acting
[Local.]

For enabling the Company to enter under

Premises to see that there is no Waste of Water.

under the Authority of the said Company, between the Hours of Eight of the Clock in the Morning and Nine of the Clock in the Evening, to enter into any Premises supplied with Water under the Authority of this Act, and to examine if there be any Waste or undue Diversion or Appropriation of the Water supplied by the said Company; and if such Engineer or other Person as aforesaid shall be refused Admittance into such Premises for the Purposes aforesaid, it shall be lawful for the said Company to cut off from such Premises the Water so supplied by them.

General Meetings to examine Accounts.

LXXXVI. And be it further enacted, That it shall be competent for any General Annual Meeting to call for and examine the Accounts of the said Company, and of the Committee and Treasurers, and of the Receivers or Collectors of the Water Rents and other Sums by this Act authorized to be raised and received, and of the other Officers of the said Company.

Accounts to be made up half yearly.

LXXXVII. And be it further enacted, That the said Company or the Committee of the said Company shall and they are hereby required, from the Time of the passing of this Act, to cause a true and particular Account to be kept, and to be made up and balanced twice in every Year, (that is to say, on the First Day of *March* and the First Day of *September*,) of the Money received by the said Company, or by the Committee or by the Treasurer of the said Company, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences of constructing, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditures of the said Company and of the said Committee up to that Period; and it shall be lawful for the said Company and they are hereby empowered from Time to Time, at their General Half-yearly Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend or Dividends out of the clear Profits of the said Undertaking, if the Majority of the Proprietors present at such Meeting shall think proper so to do; and such Dividend shall be after the Rate of so much *per Share* upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than twice in each Year, and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, or of the Committee or Treasurer thereof, or whereby the Capital of the said Company shall in any Degree be reduced or impaired, nor exceeding the Amount of Seven Pounds and Ten Shillings *per Centum* upon the Capital of the said Company actually subscribed under the Powers of this Act; such Amount to be computed from the Time when such Subscriptions shall be received up to and until the Day upon which such Dividend shall be declared and made.

If Profits exceed Seven and a Half per Cent. on Capital, the Water Rents to be reduced.

LXXXVIII. And be it further enacted, That if it shall appear at the Time of declaring any Dividend among the said Proprietors that the clear Profits of the said Company shall at any Time be more than sufficient to pay a Dividend amounting to Seven Pounds and Ten Shillings *per Centum* upon their subscribed Capital, to be computed in

the

the Manner herein-before mentioned, then and in such Case a Reduction shall be immediately made in the Amount of the Water Rents payable during the Year then next ensuing, which Reduction shall be at least equal in the whole to the Amount of such Surplus, and shall benefit all Parties paying such Water Rents in just and equal Proportions according to the Amount of their respective Rents: Provided nevertheless, that such Reduction shall not be made to the Prejudice of any Works that may be necessary for maintaining or extending the Mains, Pipes, or other Works of the said Company, so as to carry the Purposes of this Act into full Effect, nor before the whole Amount of Money borrowed under the Authority of this Act shall have been first paid off and discharged.

LXXXIX. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations, and the Names and Additions of the several Persons, who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the Clerk of the said Company the Sum of Two Shillings and Sixpence, and no more, for each such Ticket; and such Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such Proprietor, his Successors, Executors, Administrators, and Assigns, to the Share or Shares therein specified, but the Want of such Ticket shall not prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Ticket may be in the Words or to the Effect following; (that is to say,)

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

‘ The *Ashton-under-Lyne* Waterworks Company.

‘ Number

‘ THESE are to certify, That *A.B.* of _____ is the Proprietor
 ‘ of the Share [or Shares], Number _____ in the *Ashton-under-*
 ‘ *Lyne* Waterworks Company, subject to the Rules, Regulations, and
 ‘ Orders of the said Company. Given under the Common Seal of
 ‘ the said Company the _____ Day of _____ in the Year
 ‘ of our Lord _____

Form of Ticket.

XC. And be it further enacted, That if any such Ticket as aforesaid shall be worn out or damaged, or the Shares therein denoted have become the Property of Two or more Persons, then, upon the same being produced to the Clerk of the said Company, such Ticket may be cancelled or destroyed, and One or more similar Ticket or Tickets be given to the Party or Parties in whom the Property of the Share or Shares therein mentioned shall at the Time be vested; or in case any such Ticket

For granting new Tickets when old ones are destroyed, or the Shares become the Property of different Persons.

Ticket shall be burnt or totally destroyed or lost, then, upon due Proof thereof, One or more similar Ticket or Tickets shall be given, upon Demand, to the Party or Parties who was or were the Proprietor or Proprietors of or entitled to the Ticket so burnt, destroyed, or lost; and an Entry of the Substitute or Duplicate of each such Ticket shall be made by the Clerk of the said Company in a Book to be kept for that Purpose, the said Clerk receiving for each such Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Clerk of the Company to enter and keep Lists of Proprietors.

XCI. And be it further enacted, That the Clerk of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking, or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed, may at all convenient Times peruse such Books *gratis*, and may have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Clerk of the said Company shall refuse to permit or shall not permit any such Proprietor or Clerk or Agent of such Corporation as aforesaid to peruse such Book at all convenient Times, or shall refuse or neglect to make such Copy within a reasonable Period, on being paid as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

For ascertaining Proprietorship of Shares in case of Death, &c. in order to the Payment of Dividends in respect of such Shares.

XCII. And whereas by the Death of or by other Events happening to Proprietors, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as in this Act directed, an Affidavit in Writing shall be made and sworn to by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath passed to such other Person; and such Affidavit shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Clerk shall be entitled to receive for each such Entry the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and, before such Affidavit transmitted and such Entry made as aforesaid, no Person to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or to exercise any of the Privileges of a Proprietor in respect of any such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage

riage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Affidavit in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to by some credible Person before some Master or Master Extraordinary in Chancery, or any 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 which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person who shall claim any Part or Share 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 Share, the Probate Copy of such Will, or the Letters of Administration, shall be produced and shown to the said Clerk, or a Copy of so much of such Will, or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and sworn to by the Executors or some One acting Executor of the said Will, or the Administrator of the Intestate, before some Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court on the Grant of Probate of such Will, or (in case of Intestacy) of the Letters of Administration, be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned.

XCIII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof and at such Times or Places as shall from Time to Time be called for by the Committee of the said Company by virtue of and pursuant to the Powers and Directions of this Act; and in case any Party shall refuse or neglect to pay the Money by him so subscribed for, or the Part thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same shall have been directed to be paid as aforesaid up to the Day of actual Payment thereof.

To compel
Payment of
Subscrip-
tions.

XCIV. And be it further enacted, That the said Committee shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of and to carry on the same, as they from Time to Time shall find necessary, so that no such Call shall exceed the Sum of Five Pounds upon each Share which any Person shall be possessed of or entitled to in the said Undertaking; and there shall be an Interval of at least Three Calendar Months between each successive Call, and Ten Days Notice at least shall be given of every such Call; and all Money so called for shall be paid to such Persons and in such Manner.

Power for
Committee
to make
Calls.

If Share-
holders neg-
lect to pay
Calls, the
Company
may sue for
them, or may
declare the
Shares to be
forfeited, and
sell them.

as the said Committee shall from Time to Time order and appoint, for the Use of the said Undertaking; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportions of the Money so to be called for as aforesaid to such Persons and at such Times and Places as the said Committee shall from Time to Time order and appoint; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest, if any, which shall accrue for the same, for the Space of One Calendar Month after the Day appointed for the Payment thereof, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Company or the said Committee may and they are hereby authorized to declare the Shares belonging to any Person so refusing or neglecting to pay any such Call, together with Interest in manner last aforesaid, to be forfeited, and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of Shares in the said Undertaking until Notice in Writing, under the Hand of the Clerk or Treasurer of the said Company, of such Shares having been declared by the Committee forfeited, shall have been given or sent by the Post unto, or delivered to some Inmate of the last known usual Place of Abode of the Owner of every such Share, nor until the Declaration of Forfeiture of the said Committee shall have been confirmed, either at a General Meeting of the said Company, or at some Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of One Calendar Month at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Committee to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the Committee may in that Case sell and dispose of such Shares at public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and an Affidavit sworn to by some credible Person, not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Committee, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale.

XCV. And be it further enacted, That in case the Money produced by the Sale of any Share which shall have been forfeited by reason of the Nonpayment of any Call, as herein authorized, shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and the Expences attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Committee to sell or transfer more of the Shares of such Defaulters in Payment of Calls than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest and Expences attending the same; and from and after the Payment of such Arrears, and Interest and Expences, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. Surplus to be paid to Owners.

XCVI. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege, that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, 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 at the Time of making such Call was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, some or one such Share, and that such Notice was given as is directed by this Act of such Calls having been made, without proving the Appointment of the Committee who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due (including Interest computed as aforesaid,) on such Calls, unless it shall appear that any such Call exceeded Five Pounds *per* Share, or was made within the Period of Three Calendar Months after the last preceding Call.

Proceedings in Actions for Calls.

XCVII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Parties, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, or, being Females, shall marry, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall

For ascertaining the Proprietorship of Shares in order to make Calls.

shall pass from the original Proprietor thereof to any other Person by any other legal Means than by a Sale or Assignment thereof duly made and executed as herein provided, and such Affidavit as is herein in that Behalf directed shall have been transmitted to the Clerk of the said Company, then and in any of the Cases aforesaid, after Ten Days Notice in Writing shall have been given by the said Committee, under the Hand of the Clerk or Treasurer of the said Company, to the Person stated or claiming in such Affidavit to be the then Proprietor of such Share, or delivered to such Inmate at the last or usual known Place of Abode of such Person, or in case there shall be no such Inmate, then affixed on some conspicuous Part thereof, or, in case of a Corporation, to the Clerk of such Corporation, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company at any General or Special General Meeting after the Expiration of such Notice to declare any such Share to be forfeited, and in such Case the same shall become forfeited, and shall or may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Affidavit made as aforesaid then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last or usual Place of Abode of the Executors or Administrators of such Proprietor so dying, or the Husband or Trustee of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the Event of the Share having been disposed of as aforesaid, then of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be known to be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid, and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of Nonpayment of Calls: Provided always, that in Cases of Proprietors being Abroad the Share shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

Proprietors
of Shares
may sell the
same.

XCVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell or assign any such Shares, subject to the Rules and Conditions herein mentioned; and the Form of Sale or Assignment of Shares may be in the following Words, or in Words to the like Effect, varying the Names

and Descriptions of the contracting Parties as the Case may require ;
(that is to say,)

‘ I *A. B.* of _____ in consideration of the Sum Form of
 ‘ of _____ paid to me by *C. D.* of _____ Transfer of
 ‘ do hereby sell and assign to the said *C. D.* _____ Share Shares.
 ‘ numbered _____ of and in the Undertaking called “ The
 ‘ *Ashton-under-Lyne Waterworks,*” to hold unto the said *C. D.*, his
 ‘ Executors, Administrators, and Assigns [*or* Successors and Assigns],
 ‘ subject to the same Rules, Orders, Restrictions, and on the same
 ‘ Conditions on which I held the same immediately before the
 ‘ Execution hereof ; and I the said *C. D.* do hereby agree to accept
 ‘ and take the said Share, subject to the same Rules, Orders,
 ‘ Restrictions, and Conditions. As witness our Hands and Seals
 ‘ the _____ Day of _____

And on every such Sale the Deed of Sale or Assignment, being executed by all the Parties thereto, shall be kept by the Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Sale or Assignment, and indorse a Memorandum of the Entry of such Memorial on the said Deed of Sale or Assignment, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk ; and the said Clerk is hereby required to make such Entry or Memorial accordingly, and to make a Certificate of the Registry of such Deed of Sale or Assignment, and to deliver the same, upon Demand, to the Purchaser or Assignee, for his Security, and for each such Certificate no more than Two Shillings and Sixpence shall be paid ; and until such Memorial shall have been made and entered as before directed such Purchaser or Assignee shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

XCIX. And be it further enacted, That no Person shall sell or assign any Share which he shall possess in the said Undertaking after any Call shall have been made by the said Committee for any Sum of Money in respect of such Share, unless at the Time of such Sale or Assignment he shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or assigned. After a Call
no Share to
be sold until
Call paid.

C. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned ; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt. Receipt of
One Proprie-
tor of such
Share suffi-
cient.

CI. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, Receipt of
Parent or
Guardian of
a Minor
if sufficient.
 [Local.] _____ 21 I _____

if any, or if not, then of the Parent of such Minor, or of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company for the same.

Damages
and Charges
in case of
Dispute to
be settled by
Two or more
Justices.

CII. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County or Place wherein such Damages or Charges shall be incurred; and where by this Act any Damages or Charges are directed to be paid in addition to the Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages or Charges in any of the Cases aforesaid, to levy such Damages and Charges 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.

In case of
Nonpayment
of Compensation
for
Damages,
&c. the same
to be levied
by Distress
of the Goods
of the Com-
pany.

CIII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Seven Days after Demand in Writing shall have been made to the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice 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 any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice or any other Justice of the Peace for the same County or Place, (which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money); and in case any Overplus shall remain after Payment of such 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 such Overplus shall be returned, on Demand, to the said Company.

Recovery and
Application
of Penalties.

CIV. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance hereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the County or Place in which the Offence for which such Penalty or Forfeiture shall be incurred shall be committed, or in case

of the Omission to do any prescribed Act, then of the County or Place in which the Offender shall be or reside, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party or Parties whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed or (as the Case may be) in which the Offender shall be or reside, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices of the Peace for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress, such Time being not more than Seven Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender, or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceeding as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

CV. And be it further enacted, That, in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint,

Justices may proceed by Summons in the Recovery of Penalties.

Complaint, and on Proof of the Offence to convict the Offender, and adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

For securing Offenders whose Names and Residences are not known.

CVI. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person, whose Name and Residence shall be unknown to such Officer or Agent, who shall commit any Offence against this Act, and to convey him before some Justice for the County or Place within which such Offence shall be committed, without any other Warrant or Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Form of Information and Conviction.

CVII. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information, whenever an Information shall be taken in Writing or in Print, and the Conviction, respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of Information.

‘ } **BE** it remembered, That on the Day of
 ‘ to wit. } *A. B.* of informeth me, *C. D.*, one of His
 ‘ Majesty’s Justices of the Peace for the County of [as the
 ‘ *Case may be*], that *E. F.* of [here describe the Offence,
 ‘ and the Time and Place when and where committed], contrary to an
 ‘ Act passed in the Year of the Reign of His Majesty King
 ‘ *William* the Fourth, intituled [here insert the Title of this Act], which
 ‘ hath imposed a Forfeiture of for the said Offence.
 ‘ Taken the Day of before me *C. D.*’

Form of Conviction.

‘ } **BE** it remembered, That on the Day of
 ‘ to wit. } in the Year of our Lord *A. B.*
 ‘ is convicted before me, *C. D.*, one of His Majesty’s Justices of the
 ‘ Peace for the County of [here describe the Offence,
 ‘ and the Time and Place when and where committed], contrary to an
 ‘ Act passed in the Year of the Reign of His Majesty King
 ‘ *William* the Fourth, intituled [here insert the Title of this Act.]
 ‘ Given under my Hand and Seal the Day and Year first above
 ‘ written. *C. D.*’

General Power to Justices to administer Oaths.

CVIII. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or to determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or receive the Affirmation of any Person before he shall be examined by or before such Justice.

CIX. And

CIX. And be it further enacted, That if any Person summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter of Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refused to be examined upon Oath, or to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For compelling Witnesses to attend.

CX. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company or of the said Committee, and also the said Company and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County or Place where the alleged Cause of Appeal shall arise, first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into Recognizances before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may (if they see Cause) mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Persons aggrieved may appeal to Quarter Sessions.

CXI. And be it further enacted, That in all Cases in which it may be necessary for any Person to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding, at Law or in Equity, upon the said Company, personal Service thereof respectively upon any Two of the Committee of the said Company, or delivering the same to some Inmate of the last or usual Places of Abode of any Two of such Committee respectively, or personal Service thereof upon the Clerk or Treasurer of the said Company, or leaving the same at

Declaring what shall be good Service of Notice on the Company.

the Office of such Clerk or Treasurer, or delivering the same to some Inmate of the last or usual Place of Abode of such Clerk or Treasurer, or leaving a Copy thereof at the principal Office of the said Company, or in case the same respectively shall not be found or known, then personal Service upon any other Agent or Officer employed by the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring
what shall be
good Service
of Notice
by the
Company.

CXII. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding, at Law or in Equity, upon any Person or Corporation under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by the Clerk or Treasurer for the Time being of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Committee
empowered
to grant
Releases to
Witnesses.

CXIII. And be it further enacted, That in all Actions and Suits at Law or in Equity, and in all Proceedings, under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Three or more of the Committee of the said Company to execute and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid from any Claim or Demand which may be necessary to be released by the said Company so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding, and also to do any other Act in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release and Act shall be as valid and effectual in all respects and to all Intents and Purposes whatsoever as if the same were made under the Seal of the said Company.

Authenti-
cated Bye-
Laws to be
Evidence.

CXIV. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authen-

ticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove that a printed Paper containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

CXV. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Convictions, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action on the Case.

Distress not
unlawful for
Want of
Form.

CXVI. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Proceedings
not to be
quashed for
Want of
Form.

CXVII. And be it further enacted, That no Action, Suit, or Information, or any other Proceeding, of what Nature soever, shall be commenced or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or of any of the Orders made or given in or under this Act, unless One Calendar Month previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or, in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place within which the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding

Limitation of
Actions.

Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiffs not to recover after tender of Amends.

CXVIII. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Provision for Deficiencies in the Land Tax.

CXIX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act 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 Land Tax,) be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Enabling the Company to sell the Lands not wanted.

CXX. And whereas by means of the Purchases which the said Company are empowered to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it further enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal to convey to the Purchasers thereof, any Part of such Lands, or any Estate or Interest

Interest purchased by the said Company in such Lands, or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company before they shall dispose of any such Lands shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately join the Lands so proposed to be sold, such Person being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire in that Behalf to the said Company within Twenty-one Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect so to signify their Desire to purchase such Lands for the Space of Twenty-one Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place within which such Lands shall be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Twenty-one Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company (*mutatis mutandis*); and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and in the meantime and until the said Company shall think proper to make such Sale it shall be lawful for the said Company to let any such superfluous Lands to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

CXXI. And be it further enacted, That upon Payment of the Money which shall arise by Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Com-

[*Local.*]

21 L

Treasurer, upon Payment of Money, may give Receipts.

pany under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer for the Time being of the said Company to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Person shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

The Word "grant" in Conveyances from the Company to amount to certain Covenants.

CXXII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality and Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed, by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be 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 Premises by the said Company and their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively; according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

Proprietors to raise an additional Sum, if necessary, by Mortgage.

CXXIII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription, as herein-before mentioned, shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum of Money not exceeding the Sum of Ten thousand Pounds on the Credit of the said Undertaking; and the said Company, or the Committee of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Water Rents and other Sums
to

to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rents or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by the Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

‘ *Ashton-under-Lyne Waterworks Company.*

‘ Number

Form of
Mortgage.

‘ **BY** virtue of an Act passed in the Year of the Reign
 ‘ of His Majesty King *William* the Fourth, intituled [*here set*
 ‘ *forth the Title of this Act*] we, the *Ashton-under-Lyne Waterworks*
 ‘ Company, incorporated by the said Act, in consideration of
 ‘ the Sum of to us in hand paid by
 ‘ *A.B.* of do assign unto the said *A.B.*, his
 ‘ Executors, Administrators, and Assigns, the said Undertaking, and
 ‘ all and singular the Water Rents and other Sums of Money arising
 ‘ by virtue of the said Act, and all the Estate, Right, Title, and In-
 ‘ terest of the said Company in and to the same, to hold unto the
 ‘ said *A.B.*, his Executors, Administrators, and Assigns, until the
 ‘ said Sum of together with Interest
 ‘ for the same, after the Rate of for every
 ‘ for a Year, shall be fully paid and satisfied. Given
 ‘ under our Common Seal this Day of
 ‘ in the Year of our Lord

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled, one with the other, to their respective Proportions of the said Rents and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of Meeting, or Priority in the Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights

Rights or Interests therein to any other Person or Persons; and every Transfer thereof may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

‘ I *A. B.* of _____ in consideration of the Sum
‘ of _____ paid by *C. D.* of _____ do
‘ hereby transfer to the said *C. D.*, his Executors, Administrators, and
‘ Assigns, a certain Mortgage, Number _____ made by the
‘ *Ashton-under-Lyne* Waterworks Company to
‘ bearing Date the _____ Day of _____ for securing
‘ the Sum of _____ and Interest, and all my Right,
‘ Estate, and Interest in and to the Money thereby secured, and in
‘ and to the Water Rents and other Sums of Money and Property
‘ thereby assigned. Dated this _____ Day of _____ in
‘ the Year of our Lord _____ .’

And every such Transfer shall within Fourteen Days after the Date thereof, if executed in *England*, or otherwise within Fourteen Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Clerk shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Interest of
Money bor-
rowed to be
paid in pre-
ference to
Dividends.

CXXIV. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company; and in case such Interest or any Part thereof shall be unpaid for the Space of Three Calendar Months next after the same shall have become payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for any Two or more Justices of the Peace having Jurisdiction, and not being interested in the Matter in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Water Rents and other Sums as are liable to pay such Interest so remaining unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Party to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rents and Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so remaining unpaid as aforesaid may be sued for and recovered from
the

the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXXV. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, by reason or on account of his having advanced any Money on such Mortgage or Assignment. Creditors not to vote.

CXXVI. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid, at the Time or Times so to be fixed, to the Party who shall upon the Expiration of such Period or Periods be the Holder of or entitled to such Mortgage or Assignment, or his Nominee. Company empowered to stipulate Periods for Redemption of Money to be borrowed on Security of this Act.

CXXVII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in some Newspaper published in the said County Palatine of *Lancaster*, and circulated within the Limits of this Act; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof, in pursuance of such Notice. Holders of Mortgages for Money borrowed for unlimited Periods may demand Payment after Twelve Calendar Months from their Date.

CXXVIII. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Money, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace having Jurisdiction, and not being interested in the Matter in question, and they are hereby respectively required, on Request to For securing Repayment of Principal Money borrowed.

them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Three thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Water Rents or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with Costs and Charges of recovering and receiving the Rents or Sums, and all Interest due thereon, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgagees are paid off, Company may raise the Amount again.

CXXIX. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the said Sum of Ten thousand Pounds by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Sum so secured upon Mortgage, Assignment, or Charge as aforesaid, it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage, Assignment, or Charge as aforesaid in such Manner or to such Extent as that more than the Sum of Ten thousand Pounds in the whole shall be owing at any One Time on Mortgage or Assignment of or as a Charge upon the said Undertaking.

Property to revert to the Company after Payment of Mortgage Debts.

CXXX. And be it further enacted, That after Payment or Satisfaction of the Monies due from the said Company upon or by virtue of any Mortgage made by them under the Powers of this Act, all the Estate, Property, Premises, Rights, and Interests by such Mortgage vested in the Mortgagee, his Successors, Heirs, Executors, Administrators, or Assigns, shall, without any Transfer or Conveyance, or any other Act or Deed, immediately revert to and re-vest in the said Company.

If Land not contracted for within Three Years, Power of purchasing to cease.

CXXXI. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, or cause to be valued and pay for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary for the Purposes of constructing the Works by this Act authorized, then and from thenceforth the Powers which are

hereby granted to them for the compulsory taking or using such Lands shall cease and be utterly void.

CXXXII. And be it further enacted, That in case the Works by this Act authorized shall not have been made and completed so as to answer the Objects of this Act (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then and from and after the Expiration of the said Term of Five Years all the Powers and Authorities given by this Act shall cease and determine, save only as to so much of the said Works as shall have been completed within the said Term, and as to such future Extension of the Mains, Pipes, and other Works of the said Company as may from Time to Time be necessary for supplying Water to any Houses, Streets, or Places within the Limits of this Act other than those which previously to the Expiration of the said Term of Five Years shall have been supplied under or by virtue of the Powers herein contained.

If Works not completed in Five Years, Powers to cease, except as to such Part as shall be completed.

CXXXIII. And be it further enacted, That if the said Works or any of them, or any Part thereof respectively, shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Five Years cease to be used and employed for the Purposes of this Act, then and in either of such Cases the Land so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof in, through, over, and upon which the said Works or any Part of such Works which shall be so abandoned or given up by the said Company shall pass or be situated, shall vest in the Persons who would at the Time have been entitled to such Lands if the same had not been so purchased by the said Company.

If the Works shall be abandoned the Lands to revert to the original Owners.

CXXXIV. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

Public Act.

