



ANNO SEPTIMO

GULIELMI IV. REGIS.

Cap. xx.

An Act for better supplying with Water the Town and Borough of *Stamford*, and Places adjacent thereto, in the Counties of *Northampton* and *Lincoln*. [5th May 1837.]

WHEREAS the Inhabitants of the Town and Borough of *Stamford* have for many Years last past been partially supplied with Water by means of under-ground Aqueducts or Pipes conveying the same from certain Springs arising on Lands belonging to the Most Honourable *Brownlow* Marquis of *Exeter*, situate in a certain Extra-parochial Place called *Wothorpe*, in the County of *Northampton*, and on other Lands also belonging to the said *Brownlow* Marquis of *Exeter*, situate in the Parish of *Saint Martin Stamford Baron* in the said County of *Northampton*: And whereas the said *Brownlow* Marquis of *Exeter* now is or claims to be the sole Proprietor of the said Springs, with the Reservoir, under-ground Aqueducts, Pipes, and other Pipes and Works used or required for collecting the said Water from the said Springs, and for conveying the same to the said Town or Borough of *Stamford*, and for distributing such Water into the several Parts of the said Town and Borough now supplied: And whereas certain of the Inhabitants of the said Town and Borough of *Stamford* have been hitherto accustomed to pay to the said *Brownlow* Marquis of *Exeter* certain Rents for the Supply and Use of such Water: And whereas the said Works are now much out

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Power for the Marquis of Exeter to collect Waters, and complete the Works authorized by this Act.

of repair, and inadequate to the Wants of the said Town and Borough, and require a considerable Sum of Money to be expended thereon, so as to render the Supply of Water better and more copious: And whereas the said *Brownlow* Marquis of *Exeter* is willing that a better Supply of Water should be provided for the Use and Convenience of the said Inhabitants of the said Town and Borough, and for the Purpose of better Protection in the Case of Accidents by Fire, and is willing to undertake at his own Costs and Expence to effect the Purposes aforesaid; but the same cannot be carried fully into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the Most Honourable *Brownlow* Marquis of *Exeter*, Knight of the Most Noble Order of the Garter, his Heirs and Assigns, by his and their Agents, Servants, or Workmen, and he and they is and are hereby empowered, from Time to Time to search for, collect, divert, and raise all or any of the Springs of Water arising within the said several Estates of the said *Brownlow* Marquis of *Exeter* within a certain Extra-parochial Place called *Wothorpe*, in the County of *Northampton*, or within the Parish of *Saint Martin Stamford Baron* in the said County of *Northampton*, into any Reservoir or Reservoirs already or hereafter to be made for that Purpose, and convey and distribute Water from the said several Places in Pipes to, in, and through the said Town and Borough of *Stamford*, and to erect Steam Engines, Water Wheels, Pumps, and other Apparatus, and to lay Pipes, and to make and construct such other Works and Conveniences, and to do every other Matter and Thing necessary for conveying Water from the Places aforesaid or either of them, for supplying the said Town and Borough therewith; and for the Purposes aforesaid the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, and his and their Servants, Agents, and Workmen, are hereby authorized and empowered to enter into and upon and to open and break up all public and private Highways, Roads, Streets, Lanes, Passages, Lands, Grounds, and Places, and to lay and place Pipes, Conduits, and other Apparatus and Conveniences, and to do all other Acts which may and shall from Time to Time be necessary for conveying Water from the said several Springs or Reservoirs, or any of them, to the said Town and Borough as aforesaid, and for supplying Water to the Inhabitants of the said Town and Borough according to the true Intent and Meaning of this Act; and also from Time to Time to open, scour, cleanse, repair, and maintain the said several Reservoirs, Pipes, Works, and other Conveniences, and for the Purposes aforesaid to bore, dig, cut, trench, sough, get, remove, place, take, and carry away Earth, Trees, and any other Matter and Thing in and for the making, repairing, perfecting, and maintaining such Works or Conveniences, or which may prevent or obstruct the making, repairing, completing, maintaining, and using the same or any of them respectively, and to use, examine, and employ all necessary Ways and Means for conveying and bringing a sufficient Supply of Water from the said Springs to the said Town and Borough for the Use of the Inhabitants thereof, and from Time to Time to repair, maintain, support, and continue the same, and from Time to Time to make, construct, and erect, and to repair and maintain, any Steam Engines, Cisterns, Ponds, Basins, Main Pipes, Service Pipes, Branch Pipes, Valves, Fire-plugs, Air-plugs, Drains, Pumps, Sluices, and other Works, Devices,

and Conveniences, as he or they shall require or think proper ; and for all or any of the Purposes of this Act, with the previous Consent and under the Directions of the Surveyors of Highways, to dig, break up, and remove the Soil, Sewers, Drains, Pavements, and gravelled and other Ways of any of the present or future Roads, Highways, Streets, Squares, Lanes, Passages, Lands, Grounds, and Places aforesaid ; and also to construct, erect, do, and perform all other Matters and Things which he the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall be advised, or which he or they shall deem necessary for distributing and conveying a sufficient Supply of Water to and through all and every or any of the Streets, Squares, Lanes, and Places within the said Town and Borough, for the Use of the Inhabitants of the said Town and Borough respectively, and for distributing and conveying such Water to the respective Houses, Workshops, Offices, and other Buildings and Premises within the said Town and Borough, and from Time to Time as Occasion may require to alter the Position of, and to repair, relay, and maintain, such Pipes, Stop-cocks, Air-plugs, and Machinery ; he the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or his or their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to him and them hereby granted, and making full Satisfaction to the Owners and Proprietors of and all Persons interested in any Lands which shall be used, removed, diverted, or injured for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted ; and this Act shall be sufficient to indemnify the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, and his and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted.

II. And be it enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males ; and where the Word "Lands" shall be used, the same shall be understood to include Tenements and Hereditaments ; and where the Word "Waterworks" shall be used, the same shall be understood to include Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Pipes, Plugs, Waste Gates, Stop Gates, Sluices, Works, and Machinery ; and where the Word "Stream" is used, the same shall be understood to include Rivers, Brooks, Waters, and Watercourses ; and where the Word "Street" is used, the same shall be understood to mean Roads, Highways, Footways, Streets, Lanes, Alleys, Passages, Courts, Bridges, and public Places ; unless in any of the Cases aforesaid there be something in the Subject or Context repugnant to such Construction.

III. And whereas a Map or Plan describing the Line of the intended Channels or Aqueducts, and the Lands through which the same are or are intended to be carried, and the Situation of the Works and Reservoirs or intended Works and Reservoirs, together with a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, has been deposited in the Office of the Clerk of the Peace for the County of *Northampton*, and in the Office of the Clerk of the Peace for the Parts of *Kesteven* in the County of *Lincoln* ; be it therefore further enacted, That the said Map or Plan

Rules for the Interpretation of this Act.

Maps and Books of Reference to remain with the Clerks of the Peace, to be open for Inspection.

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and Book of Reference shall remain in the Custody of the said respective Clerks of the Peace for the Time being, or their respective Deputies, and all Persons at all reasonable Times shall have Liberty to inspect and peruse the same, and have a Copy thereof, or of such Part thereof as such Persons shall require, such Copy to be made by the said Clerk of the Peace where such Inspection shall have taken place, or his Deputy, who shall be paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copy; and the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall not, in laying or making such Channels or Aqueducts, deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan, nor make any Reservoir or Works in any other Lands or Grounds than in those therein described, without the Consent in Writing of the Owner or Occupier of the Lands or Grounds into which they shall so deviate or make the same.

Error in Book of Reference not to prevent Execution of the Works.

IV. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or any Interruption be given to the making or continuing of the said Waterworks, Pipes, and Conveniences hereby authorized to be made or continued, on account of any Error or Omission in the said Map or Plan and Book of Reference, or either of them, in case it shall appear to any Two or more Justices of the Peace acting for the said County of *Northampton*, if such Error or Omission shall relate to any Lands within the County of *Northampton*, or in case it shall appear to any Two or more Justices of the Peace for the said County of *Lincoln*, if such Error or Omission shall relate to any Lands within the County of *Lincoln*, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

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

V. And be it further enacted, That whenever any Ground, Highway, or Pavement shall be opened or broken up either by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or any other Person, for laying, taking up, or repairing any Aqueduct, Pipes, Plugs, Cocks, or other Works necessary for the Purposes of this Act, the Workmen employed in laying, taking up, or repairing any such Aqueduct, Pipes, Plugs, Cocks, or other Works shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Ground, Pavements, and Roads, and carry away the Rubbish occasioned thereby, without any Delay, and shall in the meantime fence or guard and fix Lights during the Night and all Night at or near the Place where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages: Provided also, that if there shall be any wilful or negligent Delay in the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or any of his Agents or Servants, or any other Person acting by or under the Authority of this Act, in filling in any such Ground, or removing Rubbish, or making good any such Ground, Pavements, Highways, or Roads, or in case the same shall be imperfectly done, or the Ground so opened shall not be fenced or guarded, then and in every such Case it shall be lawful for the Owner of the Ground, or the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management such Pavements, Highways, or Roads now are or hereafter shall be respectively, or any other Person acting by or under the Authority of the said Owners, Occupiers, Commissioners, Surveyors, or Trustees,

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or other Persons respectively, to fill in such Ground, and to remove such Rubbish, and to repair and make good such Ground, Pavement, Highway, or Road so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light during the Night, as to him or them shall seem necessary; and the reasonable Costs and Charges thereof shall be paid by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, and in default of Payment thereof for Fourteen Days next after Demand shall be made by such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons respectively, Proof of such Demand being made by the Oath of One credible Witness before a Justice of the Peace for the said County of *Lincoln* or for the said County of *Northampton*, as the Case may be, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of any such Justice, and which Warrant such Justice is hereby empowered to grant; and such Costs, Charges, and Expences shall be paid to such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons, or their Treasurer respectively; and the Sufficiency or Insufficiency of any such Reinstatement or Repair as aforesaid shall, in case of Dispute, be determined by any such Justice.

VI. And be it further enacted, That if it shall at any Time be deemed necessary or expedient by the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management any Ground, Pavement, Highway, or Road under or through which any Pipe may be placed for the Purpose of any Alteration in any such Pavement, Highway, or Road, to require the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, to raise, sink, or otherwise alter the Situation of any such Pipe, the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall, at the Expence of the Surveyors, Trustees, or Commissioners, or other Persons as aforesaid so requiring the same, within One Calendar Month next after being required so to do by Notice in Writing to him or them given by such Surveyors, Trustees, or Commissioners, or other Persons, raise, sink, or alter such Pipe, according to such Notice, in such Manner and in such Place as the said Surveyors, Trustees, or Commissioners, or other Persons, shall think right and proper; and in default thereof it shall and may be lawful to and for the said Surveyors, Trustees, or Commissioners, or other Persons, or any Person acting by their Order or under their Authority respectively, at their or his own Expence, to cause such Pipe to be raised, sunk, and altered.

For raising, sinking, or altering Pipes at the Instance of the Surveyors of the Highways, &c.

VII. And be it further enacted, That the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, shall be obliged, as far as his or their Means will allow, by means of any Leaden or other Pipe, the Bore thereof to be of the Dimensions of Three Fourths of an Inch, (or larger if the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall require the same,) to be provided and laid at the Costs of the Person requiring the same, to furnish a sufficient Supply of Water to the House of every Inhabitant occupying a private Dwelling House in any Square, Place, Street, or Lane, or other Place, (where the Pipes of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall be laid,) for the Use of his or her

Rates at which Water is to be supplied.

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own Family, at the following Rates *per Annum*; (that is to say,) where the actual Rack Rent or full annual Value of the Dwelling House or Part of a Dwelling House of such Inhabitant shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent or full annual Value shall be above Twenty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent or full annual Value shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent or full annual Value shall be above Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds: Provided nevertheless, that the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, shall not be entitled to receive from any such Inhabitant as aforesaid more than the Sum of Five Pounds in any One Year for such Supply, nor shall be obliged to furnish such Supply to any such Inhabitant as aforesaid for less than Ten Shillings in any One Year, unless he shall think fit so to do: Provided also, that in case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Distillers, Maltsters, Innkeepers, Alehouse-keepers, Vintners, or other Persons requiring a Supply of Water for other Purpose than those of his or her own Family Consumption, or in case of Persons requiring a Supply of Water for Hotels, public Buildings, charitable Institutions, Hospitals, Baths, Fountains, Ponds, Pools, Closets, Water Closets, or Stables, or for washing Carriages, or for Cows or Horses, or for the Purpose of any Trade or Business whatsoever, such Supply shall be furnished by the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, in such Cases, at such Rate as shall be settled by and between the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, and such Persons respectively; and in case of Default in payment of any or every of the before-mentioned Rate or Rates or Sum or Sums of Money so to be paid, it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, to cause the Pipe belonging to any Person making such Default, and communicating with the Aqueducts or Service Pipes belonging to the said *Brownlow* Marquis of *Exeter*, to be separated from the said Aqueducts or Service Pipes, and to cause the Water to be stopped from issuing or running into the said Houses or Buildings of every Person making such Default, and to recover the Rate or Sum of Money which shall be due and in arrear from such Person to the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same, in the same Manner as Rents reserved on common Demises may by Law be recovered: Provided always, that every Person who shall have laid any Leaden or other Pipe as aforesaid shall be at liberty to remove and take away such Pipe and the Cock belonging thereto after the said Pipe shall be so separated from the said Aqueducts or Service Pipes by the Servants, Workmen, or Agents of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns.

Where several Houses are supplied by one Branch Pipe, each Occupier to be liable to the Rate.

VIII. And be it further enacted, That where several Houses or Buildings in the Occupation of several Persons shall be supplied by one common Branch Pipe to be laid to and introduced into the Aqueducts or Service Pipes of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, the several Owners or Occupiers of such Houses or Buildings shall be respectively liable to pay for such Supply of Water at and after such Rate as they would be liable to pay for the same if each of such several Houses

Houses or Buildings was separately supplied with Water by a distinct Branch Pipe from the Waterworks of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns; such several Rates or Rents, in case of Non-payment, to be recovered as herein-after mentioned.

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

Rates recoverable from Persons removing.

X. And be it further enacted, That the Rents or Rates payable to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, under and by virtue of this Act, shall be payable quarterly on the Four most usual Quarter Days of Payment of Rent, and be payable and become due in advance immediately upon the Commencement of the Period for which the Persons using the Water may contract or agree with the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns; and in case of Default in due Payment of such Rents or Rates so payable in advance it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, where the Sum shall be less than Twenty Pounds, to recover the same by Distress and Sale of the Goods and Chattels of the Persons liable thereto, wherever such Goods and Chattels may be found, in the same Manner in other respects as Rents in arrear upon common Demise may by Law be recovered and raised.

Rents to be paid quarterly in advance.

XI. And be it further enacted, That in case the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall wilfully neglect or refuse to supply any of the Inhabitants occupying any private Dwelling House in any Street, Close, Lane, or Place where the Pipes of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, may be laid, with Water for the Use of his own Family, at the Rate assessed or for the Rent agreed on, for the Space of Fourteen Days next after Demand in Writing shall have been made by such Inhabitants to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, of such Supply of Water and Tender made of the

Penalty for not supplying Water to the Inhabitants.

Amount

Amount of the Rate for One Year of such Supply, and of all Arrears and Rates that may be due for such Supply, the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall forfeit and pay to such Inhabitants Double the Amount of the Rate so tendered, unless the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, at the Time of such Demand and Tender being made, shall be prevented by Frost or the Repairs of the Works from making the Supply, or from the Springs failing to produce a sufficient Supply, or unless such Supply cannot be granted without lessening the Supply of the other Tenants of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, but not otherwise; such Penalty to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said County of *Lincoln*, by Distress and Sale of the Goods and Chattels of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, and also the further Sum of Five Shillings for every Day the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall continue to neglect or refuse such Supply.

Rents payable notwithstanding any partial Suspension of the Supply of Water.

XII. And be it enacted, That it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, in Times of Scarcity of Water or when the Springs are low, and also when it shall be necessary to do any Repairs or make any Alterations or Amendments near to the said Reservoirs, Aqueducts, Pipes, Cocks, or any other Part of the said Waterworks, to stop the Supply of Water running from the said Reservoirs to the said Houses, Buildings, and Premises so long as it shall be necessary either for the Accumulation of Water for the better Supply of the Occupiers or Inhabitants of the said Town and Borough of *Stamford*, or the repairing or Amendment of any of the said Waterworks; but such Suspension or Stoppage shall not prevent or hinder the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, from receiving or recovering the said Rents or Sums of Money then due or to become due to them: Provided always, that if such Suspension or Stoppage shall exceed Seven Days at any One Time or Fourteen Days within any One Half Year, then a proportionate Deduction shall be made from the said Rents or Sums, to be settled, in case of Dispute, by any Two Justices acting for the said County of *Lincoln*.

Power to let the Water Rents.

XIII. And be it further enacted, That it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, from Time to Time to demise and let the Rents and Sums of Money arising from the said Waterworks to any Person who shall be willing to take and farm the same, for any Period not exceeding Three Years, at such Rent, and upon such Terms and Conditions, and with such Securities for the Payment of the Rent, as the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall think expedient and fit; and the Person taking and farming the said Rents or Sums of Money shall, during the Continuance of every such Demise, have the same Powers and Authorities for enforcing the Payment of the said Rates or Sums of Money which are by this Act given to and vested in the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns.

Power of Re-entry in case of Non-performance of Conditions.

XIV. And be it further enacted, That in case any of the Rates granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised

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or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates, it shall be lawful for the said *Brownlow* Marquis of *Exeter* to vacate and determine the Lease, Contract, or Agreement, if any, which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part); and it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, in any such Case, either during such Proceedings or on Determination thereof, again to demise or let to farm the said Rates to the same or any other Person or Corporation, or cause the same to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

of Leases of Rates.

XV. And be it further enacted, That if any Person shall take or use, or cause or permit to be taken or used, any Water from or out of any Reservoir, Aqueduct, or Pipe which shall be made or laid by virtue of this Act, without the previous Authority or Consent of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or if any Person supplied with Water by virtue of this Act shall supply any other Person with any Part of such Water, or if any Person shall wilfully or negligently let off, or shall negligently suffer his Pipes or Branches, or the Cocks belonging thereto, to be out of repair, and occasion the Water thereby supplied to run to waste, then and in every such Case any Person so offending as aforesaid shall forfeit and pay to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, for every such Offence, any Sum not exceeding Forty Shillings; and the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, shall be at liberty, if he or they shall so think fit, to cut off the Water supplied by the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, from the House, Building, or other Premises of the Person so offending.

Penalty on Persons supplied with Water supplying others.

XVI. Provided nevertheless, and be it further enacted, That nothing herein contained shall extend or be construed to extend to subject any Person whomsoever supplied with Water by virtue of this Act to any Penalty or Forfeiture for supplying any other Person with any Quantity of such Water in case of Fire, or during any Time that the Pipe or Cock belonging to any Person supplied with Water by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall or may happen to be out of repair, such Pipe or Cock nevertheless to be repaired as soon as may be after any Damage shall happen thereto.

Persons permitted to supply Water in certain Cases.

XVII. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or his Manager, Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Execution of any of the Powers and Authorities in and by this Act given and contained; or if any Person shall bathe or wash in any Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond made, maintained, or supported by virtue of this

Penalty in selling or wasting Water, or doing any Damage to the Works.

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Act,

Act, or wash any Dog or other Animal therein, or throw or cast any Dog or Cat, or any Filth, Dirt, Gravel, Stone, or Rubbish, or other Thing whatsoever, into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or cause or suffer the Water of any such Sewer or Drain to be conveyed into or to run into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or shall cause any other Annoyance or Injury to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or to any Water which shall flow into the said Reservoirs or other Works, or which shall be collected or used by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, for the Purposes of this Act, or do any Act or Thing whatsoever whereby or by means whereof the Water required for the Supply of the said Town, Borough, and Places aforesaid, or any Part thereof, may be soiled, fouled, or polluted; or shall wantonly or unnecessarily open or cause to be opened any Lock, Gate, Pipe, Paddle, Valve, or Clough belonging to the said Waterworks; or shall wilfully flush or draw or let off, or cause to be flushed, drawn, or let off, the Water from any Part of the said Waterworks; or shall improperly leave any of the Pipes, Valves, Cocks, or Cloughs open or running belonging to the same; or shall draw out or cause to be drawn out any Paddle, Valve, or Clough belonging to the said Waterworks, or do any other Act to mis-spend or waste the Water thereof; or steal, take, carry away, detain, spoil, injure, damage, or destroy any of the Waterworks, Articles, Matters, and Things relating thereto, and hereby vested in the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns; every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

For enabling the Marquis of Exeter to enter Premises to see that there is no Waste of Water.

XVIII. And be it further enacted, That it shall be lawful for the Engineer, or any other Person acting by or under the Authority of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, at any Time in the Daytime between the Hours of Eight in the Forenoon and Eight in the Afternoon, to enter into any House or other Building supplied with Water by virtue of this Act in order to inspect and examine if there be Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns; and if such Engineer or other Person so acting by or under the Authority of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall at any such Time be refused Admittance or Entrance into any such Dwelling House or other Building for the Purpose of making such Inspection as aforesaid, or being admitted shall be obstructed or prevented from making such Inspection or Examination as aforesaid, then and in every such Case it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or any Person acting under his or their Authority for that express Purpose in each Case given, to cut and turn off, or cause to be cut or turned off, the Water supplied by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, from such House, Building, or other Premises.

Cisterns, &c. to be provided.

XIX. And in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person supplied with Water by virtue of this Act shall, if required by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, provide a proper Cistern of Lead, Stone, Brick, Wood, or other Materials, to receive and hold such Quantity of Water as shall be deemed sufficient for his Consumption,

sumption, and he is hereby required to provide a Valve, a Ball, and Stopcock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Service Pipes belonging to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, to such Cistern, and at all Times afterwards to keep the same in good Repair, for the Purpose of preventing the Water running into such Cistern from running to waste when the same shall be full; and in case any Person supplied with Water by virtue of this Act shall neglect to provide such Cistern, and also a Ball or Valve and Stopcock, and to affix or cause to be affixed the same in manner aforesaid, for the Purpose of preventing the Water from running to waste when such Cistern shall be filled as aforesaid, it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or any Person acting by virtue or under the Authority of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, to cut off the Pipe and turn off the Water by such Ways and Means as to him or them shall seem right and proper from such House, Building, or other Premises.

XX. And be it further enacted, That the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, shall, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place for supplying the same with Water, fix and place or cause to be fixed and placed, at the Time of laying down such Main Pipe, One or more proper and sufficient Fire-plug or Fire-plugs in each public Street, Passage, or Place supplied with Water from such Main Pipe, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire-plug shall be finished the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall thereupon deliver a Key or Keys of such Fire-plug at each Place within the said Town and Borough of *Stamford* where any Engine shall be kept for the extinguishing of Fires.

Requiring the Marquis of Exeter to fix Fire-plugs.

XXI. And be it further enacted, That if any Corporation, Contractor, or any other Person whomsoever making, furnishing, or supplying any Gas used, burned, or consumed within the Limits of this Act, shall at any Time empty, drain, conduct, or convey, or cause or suffer to be emptied, drained, conducted, or conveyed, or to run or flow, any Washings or other waste Liquids, or any noisome or offensive Liquids, Substances, or Things whatsoever which shall arise or be produced in the Prosecution of any Gas Works, or in the Manufacture or Process of making or procuring Gas, into any Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any other Annoyance, Act, or Thing to the Water contained in any such Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, whereby the Water or any Part thereof shall or may be soiled or contaminated, then and in every such Case such Corporation, Contractor, or other Person as aforesaid shall forfeit and pay for every such Offence the Sum of Two hundred Pounds, and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Complaint, Suit, or Information, wherein no Essoign, Protection, Privilege, Wager of Law, or more than One Impar lance shall be allowed, and the whole thereof shall be paid to the Person who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall

Penalty on Washings from Gas Works being allowed to drain into Streams, Wells, &c.

shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that, over and above and in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been sued for or recovered or not), in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be emptied, drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Company or Corporation or Person to whom the same shall belong, or by any other Person whomsoever, to any such Corporation, Contractor, or Person as aforesaid, and such Corporation, Contractor, or Person shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being emptied, drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case such Corporation, Contractor, or Person shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so emptied, drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done or caused to be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be adjudged, recovered, and levied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered and levied, and shall be paid to the Informer, or to the Person who, in the Judgment of the Justice before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

For stopping
the Escape
of Gas.

XXII. And be it further enacted, That whenever any Gas shall be found to escape from any Pipes which shall be laid down or set up by any Corporation, Contractor, or any Person whomsoever making, furnishing, or supplying any Gas used, burned, or consumed within the Limits of this Act, such Corporation, Contractor, or Person shall, at their or his own Expence, immediately after receiving Notice from any Person whomsoever, by Parole or in Writing, of any such Escape of Gas, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping; and in case such Corporation, Contractor, or Person aforesaid shall not, within Twenty-four Hours next after such Notice by Parole or in Writing as aforesaid being given, effectually stop and prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case such Corporation, Contractor, or Person aforesaid shall for every such Offence forfeit and pay the Sum of Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid; which Penalty shall from Time to Time be recoverable in a summary

Way on the Oath (or Affirmation, as the Case may require,) of a Witness before a Justice of the Peace for the said County, City, or Place within which such Offence shall be committed, and shall and may be recovered and levied, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Corporation, Contractor, or Person.

XXIII. And be it further enacted, That when and so often as any Corporation, Contractor, or Person as aforesaid; their Servants, Agents, or Workmen, shall dig or sink any Trench or Trenches for laying any Main Pipe or other Apparatus for the Supply of Gas in, upon, or near to which any Water Pipe shall have been laid or placed for the Purpose of conveying Water within the Limits of this Act, or any Branch of any such Water Pipe, for the Service or Supply of any Dwelling House, Manufactory, public or private Building within the Limits of this Act, such Corporation, Contractor, or Person, their or his Servants, Agents, or Workmen, shall and they are hereby required to give previous Notice thereof to the said Company, or to the Occupier of such Dwelling House, Manufactory, public or private Building supplied by such Branch or Service Pipe, as the Case may be, and on every such Occasion such Corporation, Contractor, or Person, their or his Servants, Agents, and Workmen, shall, under the Direction and Inspection of such Company or Occupiers, or their Surveyor or Agent, as the Case may be, protect and secure such Pipe from any Injury or Damage, and shall also repair and make good any Damage that shall and may be done to any such Water Pipe on any such Occasion; and on Default being made in any of the Matters aforesaid such Corporation, Contractor, or Person shall forfeit and pay to such Company or Occupiers, as the Case may be, any Sum not exceeding Five Pounds, and shall also pay to such Company or Occupiers, as the Case may be, the Costs and Expences which shall have been incurred by them in securing and protecting, or in repairing and making good any Injury or Damage that may be done to such Pipe by the Means aforesaid; such Costs and Expences, and also the Amount of such Penalty as aforesaid, to be ascertained and fixed by any Justice of the Peace for the County, City, or Place wherein the Offence may be committed, and to be levied and recovered by Distress and Sale of the Goods and Chattels of such Corporation, Contractor, or Person, together with the Charges of such Distress and Sale.

For the Protection of Water Pipes.

XXIV. And be it further enacted, That all the Pipes or other Conduits to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Street or Place within the Limits of this Act shall be so laid at the greatest practicable Distance, and whenever the Width of the Carriageway in such Street or Place will allow thereof at the Distance of Four Feet at least from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Roads, Streets, and Places, unless in Cases where it shall be unavoidably necessary to lay the said Gas Pipes or other Conduits across any of such Water Pipes, in which Case the said Gas Pipes or other Conduits shall be laid over and above the said Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle; and in such Cases the said Gas Pipes or other Conduits so crossing any such Water Pipes shall be at least Six Feet in Length, so that no Joint of the said Gas Pipes shall

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

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be nearer to any Part of the said Water Pipes than Three Feet at least ; and in laying down any such Gas Pipes or Conduits no Two or more of such Gas Pipes or Conduits shall in any Case be joined together previous to their being placed in the Trench, but each Pipe shall be laid as near as may be in its Place in the Trench, and the Jointing with the other Pipes to be added thereto shall be done and completed after such Pipes shall be so laid or placed in the Trench with proper and sufficient Materials ; and all such Pipes or Conduits, and all Pipes connecting or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, shall be made and kept and continued air-tight, so that in every respect the said Gas shall be prevented from escaping therefrom and from every Part thereof at all Times, upon pain of Forfeiture by the Corporation, Contractor, or Person offending for every such Offence the Sum of Ten Pounds, to be recovered and applied as any other Penalty is herein directed to be recovered and applied.

Penalty for
contaminat-
ing the Water
with Gas.

XXV. And be it further enacted, That whenever any Water conveyed in any Pipes, Aqueducts, or Conduits, or in any Reservoir, shall be contaminated or affected by the Gas of any Company, Contractor, or other Person making, furnishing, or supplying any Gas used, burned, or consumed within the Limits of this Act, such Company, Contractor, or Person shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is by this Act directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, or other the Owner or Owners of such Water ; and in case any such Water so conveyed in any Pipes, Aqueducts, or Conduits, or in any Reservoir, shall be contaminated or affected by the Gas of any Company, Contractor, or Person in any way whatsoever, then and in every such Case such Company, Contractor, or Person shall, within Twenty-four Hours next after Notice thereof in Writing signed by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or his or their Agent, to be left at the usual Office or Place of transacting Business of such Company, Contractor, or Person, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from their Works, Mains, or Pipes, or contaminating or affecting the Water of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns ; and in case the said Company, Contractor, or Person shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, then and in every such Case the said Company, Contractor, or Person shall, on each and every Complaint whereof Notice shall be given as aforesaid, forfeit and pay to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, for his or their Use and Benefit, over and above the before-mentioned Penalty of Twenty Pounds, to be recovered as aforesaid, the Sum of Ten Pounds for each and every Day during which the Water of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, shall be and remain contaminated, tainted, or affected by the Gas of the said Company, Contractor, or Person ; and in default of Payment thereof as aforesaid such Penalty or Penalties shall and may be recovered by Information to be exhibited on the Oath of One credible Witness by and in the Name of the said

Brownlow Marquis of *Exeter*, his Heirs or Assigns, before any Justice of the Peace for the County of *Lincoln*, with Costs, to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Company, Contractor, or Person, together with the Charges of such Distress, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant; and such Penalty or Penalties and Costs, when so levied, shall be paid to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns.

XXVI. And whereas it may be or become a Question, upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of any such Company, Contractor, or Person; be it therefore enacted, That in every such Case it shall and may be lawful to and for the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, his or their Servants and Workmen, to dig to and about and search and examine the Mains, Pipes, Conduits, and Apparatus of the said Company, Contractor, or Person, for the Purpose of ascertaining whether such Contamination proceed, or be occasioned by the Gas of the said Company, Contractor, or Person; and if it shall appear that the said Water has been contaminated by any Escape of Gas of the said Company, Contractor, or Person, the Costs and Expences of the said Digging, Search, and Examination, and Repair of the Pavement of the Street or Streets which shall be taken up or disturbed, shall be borne and paid by the said Company, Contractor, or Person (as the Case may be); which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Mains, Pipes, or Conduits of the said Company, Contractor, or Person, then and in such Case the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to the said Company, Contractor, or Person any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of the said Company, Contractor, or Person in and by such Search and Examination, and also to the Pavement of the said Streets so broken up or disturbed in such Search or Examination; the Amount of such Injury, Loss, or Damage to be ascertained and determined, if necessary, by such Justice of the Peace as aforesaid.

For ascertaining whether the Water has been contaminated by the Gas.

XXVII. 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 or determined by some One or more Justice or Justices of the Peace for the County or Place wherein such Damages or Charges shall be incurred (such Justice or Justices not being interested in the Matters in question); and where by this Act any Damages or Charges are directed to be paid in addition to any 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 Justice or Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively

Damages or Charges, in case of Dispute, to be settled by a Justice.

spectively are hereby authorized and required, on Nonpayment of the Damages 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.

Recovery and
Application
of Penalties.

XXVIII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act (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 same may be committed 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 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 other Moiety to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, unless such Penalties and Forfeitures shall be incurred by the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, in which Case the said last-mentioned Moiety shall be paid to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, 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 be conveniently 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 Eight 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 (in which last-mentioned Case such Justices shall not be required to issue such Warrant of Distress), then and in either of such Cases such Justices 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 sooner paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

XXIX. And

XXIX. And be it further enacted, That it shall be lawful for any Justice of the Peace, out of any Penalty or Forfeiture adjudged on any Conviction before him for any Damage or Injury done to any of the Waterworks aforesaid, or any Conduit, Reservoir, or Thing whatsoever belonging thereto, to reward, if he shall think fit, any Person who shall have informed against and prosecuted such Offender to Conviction as aforesaid. Justices may reward Informers.

XXX. 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 any 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, and on Proof of the Offence to commit the Offender, and to 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 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. Justices may proceed by Summons for the Recovery of Penalties.

XXXI. And be it further enacted, That it shall be lawful for the said *Brownlow* Marquis of *Exeter*, his Heirs and Assigns, or his or their Surveyor, Agent, or Servant respectively, and such Persons as he or they or any of them shall call to their Assistance, without any Warrant or other Authority than this Act, to seize and detain any Person (being unknown to the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, or his or their Surveyors, Agents, or Servants,) who shall commit any Offence or Offences against this Act, and take him before such Justice of the Peace for the County or Place within which such Offence shall be committed; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining the said Complaint, and act with respect to such Offender according to the Provisions of this Act. For securing transient Offenders.

XXXII. 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,) Forms of Information and Conviction:

‘ to wit. } BE it remembered, That on the Day Form of Information.
 ‘ of A.B. of
 ‘ informeth me C.D., one of His Majesty’s Justices of the Peace for the
 ‘ County [as the Case may be], that E.F. of
 ‘ [here describe the Offence, and the Time and Place when and where com-
 ‘ mitted], contrary to an Act passed in the Year of the
 ‘ Reign of 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.’

[Local.]

Form of
Conviction.

‘ to wit. } **BE** it remembered, That on the _____ Day of _____
‘ in the Year of our Lord One _____
‘ thousand eight hundred _____ 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 the same was committed*], contrary to
‘ an Act passed in the _____ Year of the Reign
‘ of 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.’

Proceedings
to be within
Six Calendar
Months.

XXXIII. And be it further enacted, That no Person or Corporation shall be subject or liable to the Payment of any of the Penalties or Forfeitures inflicted by virtue of this Act for any Offence against this Act, unless Information respecting such Offence shall have been lodged before a Justice of the Peace within Six Calendar Months next after such Offence shall be committed.

Justices may
administer
Oaths and
receive Affir-
mations.

XXXIV. 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 determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

For com-
pelling Wit-
nesses to
attend.

XXXV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint laid in pursuance of or committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, 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 refuse to be examined upon Oath, (or, in the case of a Quaker or Separatist, on Affirmation,) 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 Five Pounds for every such Offence.

Persons
aggrieved
may appeal
to Quarter
Sessions.

XXXVI. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by the Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, may, within Six 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 Ten 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 *Brownlow* Marquis of *Exeter*, his Heirs or Assigns (as the Case may be), and forthwith after such Notice, in the Case of an Individual appealing, entering into a Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such
Appeal,

Appeal, and abide the Order and Award of the said 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 Order or Determination, and may also order any further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

XXXVII. And be it further enacted, That in all Cases in which it may be necessary for the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, 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.

What shall be good Service of Notice by the Marquis of Exeter.

XXXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, leaving the same at the last or most usual known Place of Abode of the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns, with some Inmate of such last or most usual or known Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said *Brownlow* Marquis of *Exeter*, his Heirs or Assigns.

What shall be good Service of Notice on the Marquis of Exeter.

XXXIX. And be it further enacted, That when 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, Conviction, 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 upon the Case.

Distress not unlawful for Want of Form.

XL. 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.

XLI. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced,

Limitation of Actions.

commenced, or prosecuted against any Person or Corporation for any thing done or omitted to be done in pursuance of this Act, unless Ten Days 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 Three Calendar Months after the Act committed, nor unless such Action, Suit, or Information shall be laid or brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, or 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 shall have been brought otherwise than is 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.

Plaintiff not
to recover
after Tender
of Amends.

XLII. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in 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 any 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.

If Works not
completed
within Five
Years,
Powers to
cease.

XLIII. And be it further enacted, That in case the said Works shall not have been made or completed (unless prevented by inevitable Accident) within the Space of Five Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much of the said Works as shall have been completed within the said Term.

Public Act.

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