ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. v.

An Act for better supplying the Inhabitants of *Bangor* with Water. [9th *May* 1853.]

Indenture of Settlement, dated 28th March 1851.

WHEREAS under an Indenture of Settlement dated the Twenty-eighth Day of *March* One thousand eight hundred and fifty-one *Hugh Roberts* of *Bangor* in the County of *Carnarvon*, Gentleman, *Ebenezer Roberts* of *Crug* in the same County, Gentleman, and *William Roberts* of *Lledwigan* in the County of *Anglesea*, Gentleman, entered into Copartnership for the Purpose of carrying on certain Waterworks for the Purpose of supplying the Town of *Bangor* with Water, by the Name or Style of "The *Bangor* Waterworks Company;" and it was by that Indenture agreed that the Capital or Joint Stock Property of the said Copartnership should consist of certain Freehold and Leasehold Lands mentioned and particularized in the First Schedule thereunder written, and of the Reservoirs, Tanks, and other Buildings erected and standing thereon, and of the Stock in Trade, Plant, and Materials then used in carrying on the said Work, and also of such further Augmentations as might be agreed on, as in that Indenture mentioned; and that, for the Purpose of ascertaining the respective Rights and Interests of the said Parties, the said Capital or Joint Stock and Property should be considered as divided into Two hundred and eighty equal Shares, and that the said *Hugh Roberts* should stand

 seised

seised and possessed of the Freehold and Leasehold Lands, Rights, and Privileges specified in the said First Schedule, the legal Estate in which was then vested in him upon trust for himself and the said *Ebenezer Roberts* and *William Roberts*, and such other Persons as might thereafter be admitted into the said Copartnership, in the Shares and Proportions in which they were respectively entitled to the said Capital or Joint Stock and Property: And whereas since the making of the said Indenture of Settlement *John Roberts* of *Bangor* aforesaid, Doctor of Medicine, *Daniel Roberts* of *Brynadda* in the Parish of *Bangor* aforesaid, Gentleman, and *Sarah Roberts* of *Castell* in the Parish of *Llanddeniolen* in the said County of *Carnarvon*, Widow, have been admitted into the said Copartnership: And whereas it is desirable to increase and improve the Supply of Water to the Town of *Bangor*, and the Members of the said Copartnership and others are willing to furnish an improved and increased Supply, and to execute additional Works for that Purpose, at their own Expense, on being incorporated, and having further Powers for those Purposes granted to them; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen'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, as follows; (that is to say,)

Provisions of 8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 17. incorporated with this Act.

I. That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Waterworks Clauses Act, 1847," shall be incorporated with and form Part of this Act, and in construing those Acts respectively in connexion with this Act the Expressions "the Undertaking" and "the Waterworks" shall include as well the existing Waterworks and Works connected therewith by this Act vested in the Company as the Waterworks and Works connected therewith which the Company are by this Act authorized to construct.

Same Meaning to Words in this Act as in incorporated Acts.

II. That, except as in this Act otherwise provided, the several Words and Expressions to which Meanings are assigned by the said Acts incorporated herewith, or either of them, shall in this Act have the Meanings so assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction.

Construction of Terms.

III. That in this Act the Word "Copartnership" shall mean the Firm or Partnership existing under the said Indenture of Settlement immediately before the passing of this Act; and the Word "Company" shall mean the Company hereby incorporated, unless there be

be something in the Subject or Context repugnant to such Construction.

Short Title.

IV. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Bangor* Waterworks Act, 1853."

Limits of Act.

V. That the Limits of this Act shall comprise and include such Parts or Portions of the several Parishes of *Bangor* and *Llandegai* in the County of *Carnarvon* as now are under and subject to the Control of the Local Board of Health in and for the Town or Borough of *Bangor*, and also such further Parts and Portions of the same Parishes as shall at any Time hereafter become subject to the Control of such Local Board.

Incorporation of Company.

VI. That *Hugh Roberts*, *Ebenezer Roberts*, *William Roberts*, *John Roberts*, *Daniel Roberts*, and *Sarah Roberts*, the present Members of the said Copartnership, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking by this Act authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be and they are hereby united and incorporated into a Company for the Purpose of supplying with Water the Inhabitants, Buildings, and Lands within the Limits of this Act, and for maintaining the Waterworks and Works connected therewith hereby transferred to the Company, and for constructing the Works hereby authorized to be made according to the Provisions of the said incorporated Acts and of this Act, and for other the Purposes herein and in the said incorporated Acts contained, by and under the Name of "The *Bangor* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall and may sue and be sued, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Present Property vested in Company incorporated by this Act.

VII. That all Lands, Reservoirs, Works, Erections, Buildings, Rights, and Easements which immediately before the passing of this Act were vested in the said Copartnership, or any Person on their Behalf, and all Mains and Pipes, Plugs, Apparatus, Matters, and Things which have been by them or by the said *Hugh Roberts* purchased or provided, laid down, erected, or placed in any Street within the Limits of this Act, or which immediately before the passing of this Act were the Property of or belonging to the said Copartnership, and all other Property whatsoever belonging to the said Copartnership, or to any Trustees on their Behalf, for the Purposes of the Copartnership, shall be and the same are hereby vested in the Company.

VIII. That,

Deed of Settlement to be void, without Prejudice to Remedies for antecedent Breaches thereof.

VIII. That, subject to the Provisions of this Act, the said Deed of Settlement shall, as to any future or prospective Operation thereof, from and after the passing of this Act be wholly void and of none Effect, and that the several Persons who shall have executed the same or any Deed accessory thereto, and their Heirs, Executors, and Administrators, shall immediately from and after the passing of this Act stand and be by virtue thereof released and discharged from any future Obligation to observe, perform, abide by, fulfil, or conform to the said Deeds of Settlement, or the Covenants or Agreements therein contained, or any or either of them.

Contracts prior to Act to be binding.

IX. That all Deeds, Contracts, Bonds, and Agreements entered into or made before the passing of this Act, by or with the said Copartnership, or any Trustees or any Persons acting on behalf of the said Copartnership, and now in force, shall be as binding and of as full Force and Effect in all respects against or in favour of the Company, and may be enforced, as fully and effectually, as if instead of the said Copartnership, or the Trustees or Persons acting in behalf of the said Copartnership, the Company had been a Party thereto; and all Bodies Politic or Corporate, and all Persons whosoever, who immediately before the passing of this Act were indebted to the said Copartnership in any Sum of Money, shall be liable for the Payment thereof to the Company, and in case of Nonpayment thereof or of any Part thereof the Company may proceed for the Recovery thereof and recover the same in such and the same Manner, and shall have and may exercise the same Remedies in respect thereof, as if the same were due to the Company under the Provisions of this Act.

Actions, &c. not to abate.

X. Provided always, That nothing in this Act contained shall release, discharge, or suspend any Action, Suit, or other Proceeding, at Law or in Equity, which shall be pending by or against the said Copartnership or any Member thereof in relation to the Affairs of the said Copartnership, or to which the said Copartnership or any Member thereof in relation to such Affairs shall be Parties immediately before the passing of this Act, but any such Action, Suit, or other Proceeding may be maintained, prosecuted, or continued by, in favour of, or against the Company (as the Case may be), in the same Manner and as effectually and advantageously as the same might have been maintained, prosecuted, or continued by, in favour of, or against the said Copartnership or any Members thereof if this Act had not been passed, the Company being in reference to the Matters aforesaid in all respects substituted for the said Copartnership or the Members thereof.

As to Recovery of Debts owing by Copart-

XI. That all Debts owing by the said Copartnership immediately before the passing of this Act may be enforced against the Company in

in the same Manner as if such Debts had been incurred by the Company after the passing of this Act.

nership at passing of this Act.

XII. Provided always, That if any Judgment shall at any Time after the passing of this Act be obtained against the Company in respect of any Debt or Liability owing or incurred by the said Copartnership immediately before the passing of this Act, and such Judgment shall not, after due Diligence for that Purpose shall have been used, be fully satisfied out of the Property and Effects of the Company, then and in every such Case such Judgment may be enforced and Execution thereof issued against the Person, Property, and Effects of any Person who shall have been a Member of the said Copartnership immediately before the passing of this Act, or at the Time at which the Contract shall have been made or Tort committed in respect of which such Debt or Liability shall have been accrued or have been incurred, in the same Manner in all respects as if this Act had not been passed.

Judgments in respect of existing Liabilities may be enforced against individual Shareholders.

XIII. Provided also, That every Person against whom, or against whose Property or Effects, Execution upon any such Judgment as aforesaid shall have been issued, shall be entitled to recover against the Company all Loss, Damages, Costs, and Charges which such Person may have incurred by reason of such Execution; and that after due Diligence used to obtain Satisfaction thereof against the Property and Effects of the Company, such Person shall be entitled to Contribution for so much of such Loss, Damages, Costs, and Charges as shall remain unsatisfied from the several other Persons against whom Execution upon such Judgment obtained against the Company might also have been issued under the preceding Section, and that such Contribution may be recovered from such Persons as aforesaid in the same Manner as Contributions in ordinary Cases of Copartnership.

Reimbursement by Shareholders against whom Execution issued in respect of existing Liabilities.

XIV. That every Trustee or other Person in whom or in whose Name any Lands, Works, Erections, Buildings, or Property belonging to the said Copartnership were vested immediately before the passing of this Act, and who shall have entered into any Bond, Covenant, Contract, or Engagement in respect of or with reference to such Lands, Erections, Buildings, or Property, or who shall have entered into any other Contract on behalf of the said Copartnership, shall be indemnified and saved harmless out of the Funds or Property of the Company from all Liability, and against all Loss, Costs, Charges, and Expenses, which he may sustain, incur, or be put unto by reason or in consequence of his having entered into any such Bond, Covenant, Contract, or Engagement.

Trustees of the Company to be indemnified.

Capital. XV. That the Capital of the Company for the Purposes of this Act shall be Fourteen thousand Pounds.

Shares. XVI. That the Number of Shares into which the said Capital shall be divided shall be One thousand four hundred, and the Amount of each Share shall be Ten Pounds.

Shares to be appropriated to present Copartnership. XVII. That Six hundred and eight Shares in the said Capital of the Company shall be allotted and distributed to and among the respective Members of the said Copartnership, in proportion to their several Shares or Interests in the Joint Stock of the said Copartnership immediately before the passing of this Act; and the Shares so allotted shall be deemed and taken to have been subscribed for and to be fully paid up, and no Calls shall be made thereon.

Calls. XVIII. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Three Months at the least shall intervene between the making of any Two successive Calls.

Power to borrow Money on Mortgage. XIX. That it shall be lawful for the Company to borrow on Mortgage or Bond, for the Purposes of this Act, any Sums of Money not exceeding in the whole the Sum of Three thousand Pounds, but no Part of such Sum shall be raised until the whole of such Capital shall have been subscribed for, and One Half thereof actually paid up.

Power to borrow Money on Mortgage. XX. That the Company may from Time to Time borrow any further Sums of Money on Mortgage or Bond for the Purpose of paying off any Part of the Monies which they are by this Act authorized to borrow, but for no other Purpose, and the Sums so borrowed shall be applied to that Purpose only.

Number and Qualification of Directors. XXI. That (subject to the Provisions herein contained for reducing the Number of Directors) the Number of Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of Fifteen Shares at least in the Undertaking.

Power to vary the Number of Directors. XXII. That it shall be lawful for the Company from Time to Time to reduce the Number of Directors, but the whole Number of Directors after any such Reduction as aforesaid shall not be less than Four.

First Directors. XXIII. That *William Bulkeley Hughes*, *John Vincent Hawksley Williams*, *Hugh Robert Hughes*, *Richard Morris Griffith*, *Evan Evans*, *Hugh Roberts*, and *William Griffith*, shall be the First Directors of the Company.

XXIV. That

Quorum of Directors.

XXIV. That so long as the Number of Directors shall be greater than Five, a Quorum of a Meeting of Directors shall be Three; but from and after any Reduction of the Number of Directors to less than Six, the Quorum of a Meeting of Directors shall be Two.

First and other Meetings.

XXV. That with respect to the General Meetings of the Company, the First General Meeting of the Shareholders of the Company shall be held within Three Months after the passing of this Act, and a General Meeting shall be held in the Month of *April* in each Year, and at such other stated Periods as shall be appointed for that Purpose by an Order of any General Meeting; and all Meetings, whether ordinary or extraordinary, shall be held within the said Town of *Bangor*; and the Quorum for every Meeting of the Company shall be such Number of Shareholders as shall hold in the aggregate not less than Two thousand Pounds in the Capital of the Company.

Scale of voting.

XXVI. That each Shareholder shall possess One Vote in respect of each Share held by him up to Ten Shares, and One Vote in respect of every additional Five Shares beyond the First Ten Shares held by him.

Appointment of Auditor.

XXVII. That the Company shall annually elect an Auditor for the Purpose of auditing the Accounts of the Company; and in case the Office of such Auditor shall, before such Accounts have been audited by him, be vacant by Death or from any other Cause, the Company shall from Time to Time appoint an Auditor to supply such Vacancy; and the Company may from Time to Time allow to such Auditor such Remuneration as the Company may think fit.

Power to make Waterworks according to deposited Plans.

XXVIII. That inasmuch as Plans and Sections showing the Line and Levels of the Waterworks, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees and Occupiers of the Lands in or through which the same are intended to be made or to pass, or which are required for the Purposes of the Company, have been deposited with the Clerk of the Peace for the County of *Carnarvon*: Therefore it shall be lawful for the Company, subject to the Provisions and Restrictions in this and the said incorporated Acts contained, to make and maintain the Waterworks in the Line, on the Level, and upon the Lands delineated on the said Plans and Sections and described in the said Book of Reference, and to enter upon, take, and use such of the Lands and Streams mentioned in the said Plans and Book of Reference as shall be necessary for that Purpose, and to take Water from the Streams and Sources shown on the said Plans and Book of Reference, and to construct, do, and maintain such other Works and Things as are specified upon the said Plan and Section so deposited as aforesaid, and as are

shown

shown thereon as intended to be constructed and done, and, subject as aforesaid, to do all other Acts and Things necessary for supplying with Water such Parts of the respective Parishes of *Bangor* and *Llandegai* as aforesaid.

Saving Agreements with Col. Pennant.

XXIX. That, notwithstanding anything in this Act or any Act wholly or partially incorporated herewith contained, it shall not be lawful for the Company to enter upon, take, break up, or use any Lands of or now vested in or enjoyed by the Honourable *Edward Gordon Douglas Pennant*, except in such Manner, upon such Terms, and subject to such Conditions, Restrictions, Reservations, and Regulations as are or may be set forth and specified in any Contracts or Agreements made or to be made with reference to such Lands between the said *Edward Gordon Douglas Pennant*, or other the Owner of the said Lands for the Time being, and the Directors or other Persons for the Time being acting on behalf of the Company.

For Protection of the Shrewsbury and Holyhead Road.

XXX. That inasmuch as the Conduit or Main Pipe of the Company is intended to be laid down under the *Shrewsbury* and *Holyhead* Road at the Point and to the Extent shown on the said Plans: Therefore, if and whenever the Company shall have broken up the said Road, either for the Purpose of laying down or of repairing or renewing the said Conduit or Main Pipe so intended to be laid under the same as aforesaid, and also if and whenever any Damage or Injury shall happen to the said Road from any breaking or Leakage of such Conduit or Main Pipe, then and in every such Case, and so often as the same shall happen, the Company shall, at their own Expense, with the least possible Delay, and to the Satisfaction in all things of the Engineer or Inspector for the Time being having the Care or Supervision of the said Road, restore and remake the said Road and the Surface thereof, and repair and make good all such Injury or Damage as aforesaid; and the Company shall save harmless and keep indemnified the Commissioners of Her Majesty's Works and Public Buildings, or other the Commissioners or Trustees for the Time being having the Care and Management of the said Road, their Officers and Servants, from and against all Costs, Charges, Expenses, Damages, and Liabilities which may be sustained or occasioned by reason of any Accident which may happen to any Person, Carriage, or Animal, travelling along the said Road by or in consequence of the laying down, Reparation, or Renewal of the said Conduit or Main Pipe as aforesaid: Provided always, that if the Company shall not forthwith, after the Occurrence of any such Injury or Damage as aforesaid, proceed to repair and make good the same, then and in every such Case it shall be lawful for the said Engineer or Inspector to cause all such Repairs or Alterations to be made as he in his Discretion shall think fit; and all Costs and Expenses of such Repairs and

Alterations

Alterations shall be paid, on Demand, by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners or other the Commissioners or Trustees for the Time being having the Care and Management of the said Road, from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Power to maintain existing Works.

XXXI. That it shall be lawful for the Company, if they shall think fit, to maintain and from Time to Time to repair and renew all or any of the Reservoirs, Mains, Pipes, and other Works by this Act transferred to them, and to use and employ the same for the Purposes of the said Supply.

Power to purchase additional Quantity of Land.

XXXII. That, in addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to contract with any Party or Parties willing to sell the same for the Purchase of any Land not exceeding in Quantity Twenty Acres, and any Easements, Power, or Authority in or over the same which shall be deemed proper or expedient for the Purposes of the said Undertaking, and it shall be lawful for all Persons who under the Provisions hereinbefore and in the said incorporated Acts contained would be enabled to sell or convey Lands for the said Undertaking to sell and convey such additional Quantity of Land so required.

Period for compulsory Purchase of Lands, &c. limited.

XXXIII. That the Powers of the Company for the compulsory Purchase of Lands, Streams, and Waters for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period within which Waterworks are to be completed.

XXXIV. That the Works hereby authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the said incorporated Acts granted to the Company for completing such Works or otherwise in relation thereto shall cease to be exercised, except as to so much of the said Works as shall then be completed: Provided always, that nothing in this Act contained shall extend or be construed to extend so as to restrain the Company from enlarging and extending their Mains and Pipes and Works from Time to Time upon or through any Land dedicated to public Use, or any Land purchased by the Company, whenever it shall be necessary, for the Purpose of supplying the said Inhabitants and Places with Water.

Rate at which Water is to be supplied for domestic Purposes.

XXXV. That the Company shall, at the Request of the Owner or Occupier of any House or Part of a House in any Street in which any Pipe of the Company shall be laid, or on the Application of any Person who under the Provisions of this Act or any Act incorporated herewith

herewith shall be entitled to demand a Supply of Water for domestic Purposes, furnish to such Owner or Occupier or other Person a sufficient Supply of Water for domestic Use, at Rates not exceeding the Rates herein-after specified; (that is to say,)

Where the annual Value of the House or Part of a House supplied does not amount to Ten Pounds, at a Rate not exceeding Eight Shillings and Eightpence *per Annum*; and

Where such annual Value amounts to Ten Pounds or upwards, at a Rate not exceeding Seven Pounds Ten Shillings *per Centum per Annum* on such annual Value:

Provided always, that such Charges shall include the requisite Supply (if required) for One Watercloset, where the annual Value of the House or Part of a House supplied does not exceed Fifty Pounds; and for Two Waterclosets, where such annual Value exceeds Fifty Pounds; and for each additional Watercloset the Company may make an additional Charge not exceeding Six Shillings *per Annum*.

Poor Law Assessment to be Basis of Rates.

XXXVI. That the Poor Rate Assessment for the Parish in which the Property rated is situate shall be deemed and taken to be the Standard of Value and Basis of the Rates upon which the Water Rates hereby authorized to be taken are to be assessed.

Company in certain Cases not compelled to supply Water-closets.

XXXVII. That, notwithstanding anything contained in this Act or in any of the Acts incorporated herewith, the Company shall not be compelled to supply with Water any Watercloset or private Bath, or the Apparatus or Pipes connected therewith, unless the same shall be so constructed and used as to prevent the Waste or undue Consumption of the Water of the Company, and the Return of foul Air and other noisome and impure Matter into the Mains or Pipes belonging to or connected with the Mains or Pipes of the Company, nor any private Bath capable of containing more than Fifty Gallons of Water.

What shall not be deemed domestic Purposes.

XXXVIII. That a Supply of Water for domestic Purposes shall not include a Supply of Water for Cattle or for Horses or washing Carriages, where such Horses or Carriages are kept for Hire or by Common Carriers, or for any Trade, Manufacture, or Business whatsoever, or for watering Gardens, or for Fountains, or for any ornamental Purposes whatsoever.

High Pressure.

XXXIX. That, notwithstanding anything contained in "The Waterworks Clauses Act, 1847," the Water to be supplied need not be constantly laid on under a Pressure greater than that to be afforded from the Service Reservoir by this Act authorized to be constructed.

XL. That

Water for other than domestic Purposes to be supplied by Agreement.

XL. That it shall be lawful for the Company to supply any Person with Water for other than domestic Purposes, for such Remuneration and upon such Terms and Conditions as shall be agreed upon between the Company and the Persons desirous of having such Supply of Water.

Undisputed Rates, &c. may be recovered by Distress.

XLI. That all Water Rates or Rents due to the Company, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, and the Amount of which shall not be disputed, may be levied by Distress, and any Justice, on Application, shall issue his Warrant accordingly.

Costs of Proceedings may be included in Warrant of Distress.

XLII. That any Justice who shall issue any Warrant of Distress for the Recovery of any Money payable under this Act or any Act incorporated herewith may order that the Costs of the Proceedings for the Recovery of such Money shall be paid by the Person liable to pay such Sum of Money, and such Costs shall be ascertained by such Justice, and shall be included in the Warrant of Distress for the Recovery of such Money.

Sums not exceeding 50*l.* may be recovered in County Courts.

XLIII. That nothing in this Act or any Act incorporated herewith contained shall prevent the Company from recovering any Sum of Money not exceeding Fifty Pounds which shall be due to them for Water Rates or Rents, Damages, Costs, or Expenses, by Action or Proceeding, in such Manner as is by Law provided for the Recovery of Debts not exceeding Fifty Pounds.

Company may sell the Undertaking to the Local Board of Health.

XLIV. That at any Time after the passing of this Act the Company may and they are hereby authorized to sell and transfer to the Local Board of Health for the District, consisting of or comprising the Parliamentary Borough of *Bangor*, and such Local Board of Health are hereby authorized to purchase and accept a Transfer of the Undertaking, and the Lands, Streams, Waterworks, and Property for the Time being of the Company, and such Sale and Purchase shall be for such Consideration and on such Terms and Conditions as the General Board of Health shall approve and the Company and the said Local Board of Health shall mutually agree on, and such Transfer may be made and accepted notwithstanding the Waterworks be not then completed.

Company and Local Board of Health may enter into Contracts for such Sale

XLV. That the Company and the said Local Board of Health may from Time to Time enter into and carry into effect such Contracts for and with reference to such Sale and Purchase and Transfer as they, with the Approval of the General Board of Health, may mutually agree on.

XLVI. That

On Transfer of Undertaking, Property to vest in Local Board of Health.

XLVI. That from and after such Transfer the Undertaking and Property of the Company shall be vested in the said Local Board of Health, as fully and effectually as if the same were Waterworks which, with the Approval of the General Board of Health, and in all other respects in due Accordance with "The Public Health Act, 1848," had been purchased from the Company under the Authority of that Act by the said Local Board of Health.

Recovery of Water Rates or Rents.

XLVII. That from and after such Transfer all Water Rates and Rents, and all Damages, Costs, and Expenses by this Act or any Act incorporated herewith directed to be paid, other than the Costs, Charges, and Expenses incident to the applying for and passing this Act, may be recovered in the same Manner, and with the like Remedies for the Recovery of the same, as the Rates directed to be levied by "The Public Health Act, 1848," are directed to be raised and recovered.

Act not exempt from Provisions of 11 & 12 Vict. c. 63., &c.

XLVIII. That nothing herein contained shall be deemed or construed to exempt the said Company from the Provisions of "The Public Health Act, 1848," or any General Act relating thereto or to the Subject Matter thereof, which may pass during the present or any future Session of Parliament.

Expenses of Act.

XLIX. That all Costs, Charges, and Expenses incident to the applying for and passing this Act shall be paid by the Company.

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