ANNO SEXTO & SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. lxxiv.

An Act for more effectually supplying with Water the Town of *Bolton,* and several Townships adjacent thereto, in the County of *Lancaster*.

[28th *July* 1843.]

WHEREAS an Act was passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act* 5 G. 4. c. 130. *for supplying with Water the Towns of* Great Bolton *and* Little Bolton, *and the Township of* Sharples, *in the Parish of* Bolton-le-Moors, *in the County Palatine of* Lancaster: And whereas in pursuance of the said Act the Company thereby incorporated proceeded to carry the Powers of the same into execution, and have established Works, and afforded a large Supply of Water, within the said Towns and the Township of *Sharples:* And whereas it is expedient that the Powers of the said Act should be enlarged, and that Provision should be made for supplying with Water the several Townships of *Great Bolton, Little Bolton, Sharples,* and *Tonge-with-Haulgh,* in the Parish of *Bolton-le-Moors* aforesaid, and the several Townships of *Halliwell, Heaton,* and *Rumworth,* in the Parish of *Deane,* all in the said County of *Lancaster:* And whereas the several Purposes aforesaid might be more effectually carried into execution if the said recited Act were repealed, and further Powers granted instead thereof; but the same cannot be effected without the Aid and Authority of Parliament: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Parliament assembled, and by the Authority of the same, That on the passing of this Act the recited Act shall be repealed, and that thereafter this Act shall be put into execution for the Purposes herein-after contained.

Recited Act repealed, and this Act to be put in execution.

Conveyances, &c. under former Act good under this Act.

II. And be it enacted, That all Conveyances, Assurances, Demises, and Grants, Mortgages, Bonds, Covenants, Agreements, Contracts, and Securities, made, executed, or entered into by any Person to or with the Company under and by virtue of the recited Act, and all Actions, Suits, Prosecutions, and other Proceedings commenced or pending by or against the Company under or by virtue of the recited Act, shall not become invalidated, made void, discharged, abated, discontinued, prejudiced, or affected by the Repeal of the recited Act, but shall continue and remain in full Force and Effect; and all Monies due to, and all Property and all Choses in Action vested in, the Company under and by virtue of the recited Act shall, immediately on the Commencement of this Act, become vested in the Company incorporated by this Act, and such last-mentioned Company may sue for and recover the same, and act in respect thereof as effectually as if the same had been vested in them under this Act, and they shall be liable to all the Debts and Engagements to which the Company under the recited Act were liable at the Repeal thereof.

Provisions of certain Acts continued as if recited Act were not repealed.

11 G. 4. & 1 W. 4. c. 46.

7 W. 4. & 1 Vict. c. 121.

III. And whereas by an Act passed in the Session of Parliament of the Eleventh Year of the Reign of His Majesty King *George* the Fourth and in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for more effectually cleansing, paving, lighting, watching, regulating, and improving the Township of* Little Bolton *in the County Palatine of* Lancaster, Provision is made in case by the opening, making, raising, widening, or altering any of the Streets, Lanes, Passages, or other Places, or by laying Soughs, Sewers, Drains, or any other Thing, it should be necessary to alter, raise, take up, remove, relay, or repair any of the Trunks, Mains, Pipes, or other Works of the Company of Proprietors of the *Great* and *Little Bolton* Waterworks; and by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from* Bolton-le-Moors *to* Preston *in the County of* Lancaster, Provision is made for the Protection, Repair, and Maintenance of the Trenches, Mains, Pipes, and Works of the said last-mentioned Company, and for directing the Mode of laying down the Mains, Pipes, and Works of the said last-mentioned Company where the same are affected by the Works of the said Railway; be it therefore enacted, That all the Provisions, so far as they relate to the Matters aforesaid contained in the said Acts, having Reference to "The Company of Proprietors of the *Great* and *Little Bolton* Waterworks," or to the Works or Property of the said Company, in force on the passing of this Act, shall continue and extend to the *Bolton* Waterworks Company by this Act incorporated, and to the Works and Property of such last-mentioned Company, in as full, ample, and beneficial a Manner as if the said recited Act had not been repealed.

IV. And

Officers under former Act to account.

IV. And be it enacted, That all Officers and Persons who, on the passing of this Act, shall have in their Possession or under their Control any Money, Books, Documents, Papers, Writings, or Effects, under or by virtue of any of the Provisions of the recited Act, shall be liable to account for and to deliver up all such Money, Books, Documents, Papers, Writings, or other Effects to the Company hereby incorporated, or to such Person as they shall appoint to receive the same, in the same Manner, and subject to the same Process, Pains, and Penalties, for Refusal or Neglect, as if such Officers or Persons had been appointed, and had become possessed of such Money, Books, Documents, Papers, Writings, or other Effects, under the Provisions of this Act.

Present Officers continued.

V. And be it enacted, That all Officers and Persons appointed under the recited Act, except the Treasurer, shall enjoy their respective Offices and Employments according to the Terms of their Appointments, or until removed therefrom by the Company; and all such Officers and Persons shall have the same Powers, Privileges, and Advantages, and shall be liable to the same Penalties, Obligations, Restrictions, and Regulations, as if they had been appointed under this Act.

Company continued.

VI. And be it enacted, That every Person who shall be possessed of any Share created by the recited Act, or shall become possessed of any Share to be created by virtue of this Act, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of supplying with Water the said Townships of *Great Bolton*, *Little Bolton*, *Sharples*, *Tonge-with-Haulgh*, *Halliwell*, *Heaton*, and *Rumworth*, according to the Provisions of this Act, and for the Purpose aforesaid shall be incorporated by the Name of "The *Bolton* Waterworks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands within the Restrictions herein-after contained for the Purposes of the said Undertaking.

Capital.

VII. And whereas the present subscribed Capital of the Company is Thirty thousand Pounds, and it is expedient that the same should be increased to Ninety thousand Pounds; be it enacted, That Ninety thousand Pounds shall be the future Capital of the Company, and shall be divided into Shares of Seventy-five Pounds each.

Shares created under former Act.

VIII. And whereas the Sum of Fifty Pounds has been paid in respect of each of the Shares created under the recited Act, and Profits amounting to Twenty-five Pounds and upwards in respect of each such Share have been created and expended (in addition to any Sum of Money which has been divided amongst the Proprietors of such Shares) in the Extension of the Works of the Company; be it therefore enacted, That every Person possessed of a Share of Fifty Pounds, created under the recited Act, shall be entitled in lieu thereof to a Share of the Amount of Seventy-five Pounds created by this Act, without making any further Payment in respect of the same.

IX. And

New Shares may be created.

IX. And be it enacted, That the Company may create such Number of new Shares of the Amount of Seventy-five Pounds each as they may find necessary for the Purpose of completing the additional Capital by this Act authorized to be raised, and such Shares shall be issued to the then Shareholders of the Company, or to such other Persons as the Company shall think proper.

Shares to be Personal Estate.

X. And be it enacted, That all Shares in the Undertaking shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

Shareholders.

XI. And be it enacted, That every Person who shall possess One Share or upwards in the Capital of the Company shall be deemed a Shareholder of the Company.

Registry of Shareholders.

XII. And be it enacted, That the Company shall keep a Book, to be called the "Register Book of Shareholders," and in such Book shall be fairly and distinctly entered from Time to Time the Names of the several Corporations, and the Names and Additions of the several Persons being Shareholders of the Company, the Number of Shares to which such Shareholders shall be respectively entitled, distinguishing each Share by its Number, and the Amount of the Subscriptions paid on such Shares; and such Book shall be authenticated by the Common Seal of the Company being affixed thereto, and such Authentication shall take place at the first Ordinary Meeting or at some subsequent Meeting of the Company.

Addresses of Shareholders.

XIII. And be it enacted, That in addition to the said Register of Shareholders the Company shall provide a proper Book, to be called the "Shareholders Address Book," in which the Clerk shall from Time to Time enter the Places of Abode of the several Shareholders of the Company; and every Shareholder, or if such Shareholder be a Corporation the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book *gratis*, and may require a Copy thereof, or of any Part thereof, and for every Hundred Words so required to be copied the Company may demand a Sum not exceeding Sixpence.

Certificates of Shares.

XIV. And be it enacted, That on the Demand of the Holder of any Share the Company shall cause a Certificate of the Proprietorship of such Share to be delivered to such Shareholder, and such Certificate shall have the Common Seal of the Company affixed thereto, and such Certificate shall specify the Share in the Undertaking to which such Shareholder is entitled, and the same may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect; and for such Certificate the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Certificate to be Evidence.

XV. And be it enacted, That such Certificate shall be admitted in all Courts as *primâ facie* Evidence of the Title of such Shareholder, his Executors, Administrators, Successors, or Assigns, to the Share therein specified, nevertheless the Want of such Certificate shall not prevent the Holder of any Share from disposing thereof.

XVI. And

Certificate to be renewed when destroyed.

XVI. And be it enacted, That if any such Certificate be worn out or damaged, then, upon the same being produced at some Meeting of the Directors, such Directors may order the same to be cancelled, and thereupon another similar Certificate shall be given to the Party in whom the Property of such Certificate and of the Share therein mentioned shall be at the Time vested, or if such Certificate be lost or destroyed, then, upon Proof thereof, a similar Certificate shall be given to the Party entitled to the Certificate so lost or destroyed, and in either Case a due Entry of the substituted Certificate shall be made by the Clerk in the Register of Shareholders; and for every such Certificate so given or exchanged the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Transfers of Shares to be registered.

XVII. And be it enacted, That, subject to the Regulations herein contained, every Shareholder may sell and transfer his Shares in the Company by Deed duly stamped, in which the Consideration shall be truly stated, and such Deed may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect, and such Deed (when duly executed) shall be delivered to the Clerk, and be kept by him, and the Clerk shall enter a Memorial thereof in a Book to be called the "Register of Transfers," and shall endorse such Entry on the Deed of Transfer, and for every such Entry and Endorsement the Company may demand any Sum not exceeding Two Shillings and Sixpence; and on the Request of the Purchaser of any Share an Endorsement of such Transfer shall be made on the Certificate of such Share instead of a new Certificate being granted, and for such Endorsement the Company may demand any Sum not exceeding Two Shillings and Sixpence; and such Endorsement being signed by the Clerk shall be considered in every respect the same as a new Certificate; and until such Transfer have been so delivered to the Clerk as aforesaid the Purchaser of the Share shall not be entitled to receive any Share of the Profits of the said Undertaking, or to vote in respect of such Share.

Transfers not to be made till Calls paid.

XVIII. And be it enacted, That no Shareholder shall be entitled to transfer any Share until he shall have paid all Calls for the Time being due on every Share held by him.

Closing of Transfer Books.

XIX. And be it enacted, That the Directors may close the Register of Transfers for a Period not exceeding Seven Days previous to each Ordinary Meeting, and may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper as after mentioned; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Ordinary Meeting.

Transmission of Shares by other Means than Transfer to be authenticated by a Declaration.

XX. And with respect to the Registration of Shares the Interest in which may have become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Shareholder, or in consequence of the Marriage of a Female Shareholder, or by any other legal Means than by a Transfer, according to the Provisions of this Act, be

be it enacted, That no Person claiming by virtue of any such Transmission shall be entitled to receive any Share of the Profits of the said Undertaking, or to vote in respect of any such Share as the Holder thereof, until such Transmission have been authenticated by a Declaration in Writing as herein-after mentioned, or in such other Manner as the Directors shall require; and every such Declaration shall state the Manner in which, and the Party to whom, such Share shall have been so transmitted, and shall be made and signed by some credible Person before a Justice, or before a Master or Master Extraordinary in the High Court of Chancery; and such Declaration shall be left with the Clerk, and thereupon he shall enter the Name of the Person entitled under such Transmission in the Register Book of Shareholders of the Company; and for every such Entry the Company may demand any Sum not exceeding Two Shillings and Sixpence.

Proof of Transmission by Marriage, Will, &c.

XXI. And be it enacted, That if such Transmission be by virtue of the Marriage of a Female Shareholder, the said Declaration shall contain a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of such Share; and if such Transmission have taken place by virtue of any testamentary Instrument, or by Intestacy, the Probate of the Will or Letters of Administration, or an official Extract therefrom, shall, together with such Declaration, be produced to the Clerk, and upon such Production in either of the Cases aforesaid the Clerk shall make an Entry of the Declaration in the said Register of Transfers.

Recording Declaration not to infer Liability of Company.

XXII. And be it enacted, That the recording of such Declaration shall not imply any Liability on the Part of the Company for the Regularity or Validity of the Transfer or Title therein set forth; and all Payments or Dividends, or other Acts done by the Company or by any of their Officers, without Notice of the Irregularity or Invalidity of any such Transfer or Title, shall be effectual so far as the Company or such Officers are concerned, and shall exonerate them from all Claim on the Part of others alleging a preferable Right to such Shares or Dividends.

Notices to Joint Proprietors of Shares.

XXIII. And be it enacted, That with respect to any Share to which several Persons may be jointly entitled all Notices directed to be given to the Shareholders shall be given to such One of the said Persons whose Name shall stand first in the Register of Shareholders, and Notice so given shall be sufficient Notice to all the Proprietors of such Share.

Receipt for Money payable to Minors, &c.

XXIV. And be it enacted, That if any Money be payable to any Shareholder, being a Minor, Idiot, or Lunatic, the Receipt of the Guardian of such Minor, or the Receipt of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the Company for the same.

Company not bound to regard Trusts.

XXV. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive,

constructive, to which any of the said Shares may be subject; and the Receipt of the Party in whose Name any such Share shall stand in the Books of the Company shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Power to make Calls.

XXVI. And be it enacted, That the Company may from Time to Time make such Calls of Money upon the respective Holders of any new Shares created or issued by virtue of this Act, in respect of the Amount of additional Capital respectively subscribed or owing by them, as they shall think fit, provided that One Month's Notice at the least be given of each Call, and that no Call exceed the Amount of Five Pounds *per* Share, and that successive Calls be not made at less than the Interval of Three Months; and every Shareholder shall be liable to pay the Amount of the Calls so made in respect of the Shares held by him to the Persons and at the Times and Places from Time to Time appointed by the Company.

Interest on Calls unpaid.

XXVII. And be it enacted, That if before or on the Day appointed for Payment any Shareholder do not pay the Amount of any Call to which he may be liable, then such Shareholder shall be liable to pay Interest for the same at the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof to the Time of the actual Payment.

Payment of Subscriptions before Call.

XXVIII. And be it enacted, That the Company may, if they think fit, receive from any of the Shareholders willing to advance the same all or any Part of the Monies due upon their respective Shares beyond the Sums actually called for; and upon the Principal Monies so paid in advance, or so much thereof as from Time to Time shall exceed the Amount of the Calls made upon the Shares in respect of which such Advance shall have been made, the Company may pay Interest at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the Shareholder paying such Sum in advance and the Company shall agree upon.

Enforcement of Calls by Action.

XXIX. And be it enacted, That if at the Time appointed by the Company for the Payment of any Call the Holder of any Share fail to pay the Amount of such Call the Company may sue such Shareholder for the Amount thereof in any Court of Law or Equity having competent Jurisdiction, and may recover the same, with Interest at the Rate of Five Pounds *per Centum per Annum* from the Day on which such Call may have been payable.

Declaration in Action for Calls.

XXX. And be it enacted, That in any Action to be brought by the Company against any Shareholder to recover any Money due for any Call it shall not be necessary to set forth the special Matter, but it shall be sufficient for the Company to declare that the Defendant is a Holder of One Share or more in the Company (stating the

the Number of Shares), and is indebted to the Company in the Sum of Money to which the Calls in arrear shall amount in respect of One Call or more upon One Share or more (stating the Number and Amount of each of such Calls), whereby an Action hath accrued to the Company by virtue of this Act.

Matter to be proved in Action for Calls.

XXXI. And be it enacted, That on the Trial of such Action it shall be sufficient to prove that the Defendant at the Time of making such Call was a Holder of One Share or more in the Company, and that such Call was in fact made, and such Notice thereof given as is directed by this Act, and it shall not be necessary to prove the Appointment of the Directors who made such Call, nor any other Matter whatsoever; and thereupon the Company shall be entitled to recover what shall be due upon such Call, with Interest thereon, unless it shall appear either that any such Call exceeded the Amount of Five Pounds *per* Share, or that due Notice of such Call was not given, or that the Interval of Three Months between Two successive Calls had not elapsed.

Proof of Proprietorship.

XXXII. And be it enacted, That the Production of the Register Book of Shareholders of the Company shall be *primâ facie* Evidence of such Defendant being a Shareholder, and of the Number and Amount of his Shares.

Forfeiture of Shares for Nonpayment of Calls.

XXXIII. And be it enacted, That if the Holder of any Share fail to pay a Call payable by him in respect thereof, together with the Interest, if any, that shall have accrued thereon, the Directors at any Time after the Expiration of Six Months from the Day appointed for the Payment of such Call may declare such Share forfeited, and that whether the Company have sued for the Amount of such Call or not.

Notice of Forfeiture to be given before Declaration thereof.

XXXIV. And be it enacted, That before declaring any Share forfeited the Directors shall cause Notice of such Intention to be left at the usual or last Place of Abode of the Person appearing by the Register Book of Shareholders to be the Proprietor of such Share; and if the Holder of any such Share be abroad, or if the Interest in any such Share shall be known by the Directors to have become transmitted otherwise than by Transfer as herein-before mentioned, but a Declaration of such Transmission shall not have been registered as aforesaid, and so the Address of the Parties to whom the same may have been transmitted shall not be known to the Directors, the Directors shall give public Notice of such Intention in the *London Gazette*, and also in some Newspaper as after mentioned; and the several Notices aforesaid shall be given Twenty-one Days at least before the Directors shall make such Declaration of Forfeiture.

Forfeiture to be confirmed by a General Meeting.

XXXV. And be it enacted, That such Declaration of Forfeiture shall not take effect so as to authorize the Sale or other Disposition of any Share until such Declaration have been confirmed at some General Meeting of the Company, to be held after the Expiration of Two Months at the least from the Day on which such Notice of Intention

tention to make such Declaration of Forfeiture shall have been given; and it shall be lawful for the Company to confirm such Forfeiture at any such Meeting, and, by an Order at such Meeting, or at any subsequent General Meeting, to direct the Share so forfeited to be sold or otherwise disposed of; and after such Confirmation the Directors may sell the forfeited Share, either by public Auction or private Contract, and if there be more than One such forfeited Share, then either separately or together, as to them shall seem fit, and any Shareholder may purchase any forfeited Share so sold.

Sale of Forfeited Shares.

XXXVI. And be it enacted, That a Declaration in Writing by some credible Person not interested in the Matter, made before any Justice or before any Master or Master Extraordinary in the High Court of Chancery, that the Call in respect of a Share was made, and Notice thereof given, and that Default in Payment of the Call was made, and that the Forfeiture of the Share was declared and confirmed in manner herein-before required, shall be sufficient Evidence of the Facts therein stated; and such Declaration, and the Receipt of the Treasurer of the Company for the Price of such Share, shall constitute a good Title to such Share, and thereupon such Purchaser shall be deemed the Holder of such Share discharged from all Calls made prior to such Purchase, and a Certificate of Proprietorship shall be delivered to such Purchaser, and he shall not be bound to see to the Application of the Purchase Money, nor shall his Title to such Share be affected by any Irregularity in the Proceedings in reference to any such Sale.

Evidence as to Forfeiture of Shares.

XXXVII. And be it enacted, That the Company shall not sell or transfer more of the Shares of any such Defaulter than will be sufficient, as nearly as can be ascertained at the Time of such Sale, to pay the Arrears then due from such Defaulter on account of any Calls, together with Interest, and the Expences attending such Sale, and Declaration of Forfeiture; and if the Money produced by the Sale of any such forfeited Share be more than sufficient to pay all Arrears of Calls, and Interest thereon, due at the Time of such Sale, and the Expences attending the Declaration of Forfeiture, and Sale thereof, the Surplus shall, on Demand, be paid to the Defaulter.

No more Shares to be sold than sufficient for Payment of Calls.

XXXVIII. And be it enacted, That if Payment of such Arrears of Calls, and Interest and Expences, be made before any Share so forfeited and vested in the Company shall have been sold, such Share shall revert to the Party to whom the same belonged before such Forfeiture, in such Manner as if such Calls had been duly paid.

On Payment of Calls forfeited Shares to revert.

XXXIX. And be it enacted, That no Shareholder of the Company shall be liable for or charged with the Payment of any Debt or Demand due from the Company beyond the Extent of his Share in the Capital of the Company not then paid up.

Extent of Liability of Shareholders.

XL. And be it enacted, That if any Execution, either at Law or in Equity, shall have been issued, taken out, or used against the Lands, Property, or Effects of the Company, and if there cannot be found sufficient

Execution against Shareholders to the Extent of Capital not paid up.

sufficient whereon to levy such Execution, then such Execution may be issued against any of the Shareholders of the Company to the Extent of their Shares respectively in the Capital of the Company not then paid up: Provided always, that no such Execution shall issue against any Shareholder except upon an Order of the Court in which the Action, Suit, or other Proceeding shall have been brought or instituted, made upon Motion in open Court after Notice in Writing to the Persons sought to be charged, and upon such Motion such Court may order Execution to issue accordingly; and for the Purpose of ascertaining the Names of the Shareholders and the Amount of Capital remaining to be paid upon their respective Shares, it shall be lawful for any Person entitled to any such Execution, at all reasonable Times, to inspect the Register Book of Shareholders without Fee.

Reimbursement.

XLI. And be it enacted, That if by means of any such Execution any Shareholder shall have paid any Sum of Money beyond the Amount then due from him in respect of Calls, he shall forthwith be reimbursed such additional Sum by the Directors out of the Funds of the Company.

Power to borrow Money.

XLII. And be it enacted, That after the whole Sum authorized by this Act to be raised by Shares shall have been subscribed for, and One Half of the entire Capital of the Company shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Sum of Thirty thousand Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Lands or Buildings of the Company, or the Rents and Profits of the said Undertaking, or the future Calls on the Shareholders of the Company, or give Bonds in manner herein-after mentioned.

Re-borrowing.

XLIII. And be it enacted, That if the Company pay off any Portion of the Money to be borrowed under the Authority of this Act, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of reborrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so reborrowed in order to pay off any existing Mortgage or Bond.

Evidence of Authority for borrowing.

XLIV. And be it enacted, That the Certificate of a Justice, that the whole Sum authorized by this Act to be raised by Shares shall have been subscribed for, and One Half of the entire Capital of the Company has been paid up, together with a Copy of the Order of a General Meeting of the Company, authorizing the borrowing of any Money certified by One of the Directors, or by the Clerk, to be a true Copy, shall be sufficient Evidence of the Fact of the Capital required to be paid up having been so paid up, and of the Order for borrowing Money having been made; and upon Production to any Justice of the Books of the Company, or of such other Evidence as he shall think sufficient, such Justice shall grant the Certificate aforesaid.

XLV. And

Mortgages and Bonds.

XLV. And be it enacted, That every Mortgage and Bond for securing Money borrowed by the Company shall be by Deed, under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated; and every such Mortgage Deed or Bond may be according to the Form in the Schedule (C.) or (D.) to this Act annexed, or to the like Effect.

Rights of Mortgagees of Rents and Profits.

XLVI. And be it enacted, That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Rents, Sums, and Premises comprised in such Mortgage, or of the future Calls payable by the Shareholders of the Company, according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another, or above the Bond Creditors of the Company, by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Application to Call notwithstanding Mortgage.

XLVII. And be it enacted, That no such Mortgage (although it should comprise future Calls on the Shareholders) shall preclude the Company from receiving and applying to the Purposes of the Company any Calls to be made by the Company, so long as the Principal Money due on Mortgage does not exceed the Amount of all the Calls still remaining to be made.

Rights of Obligees.

XLVIII. And be it enacted, That the respective Obligees in such Bonds shall, proportionally according to the Amount of the Monies secured thereby, be entitled to be paid, out of the Rents or other Property or Effects of the Company, the respective Sums in such Bonds mentioned and thereby intended to be secured, without any Preference one above another, or above the Mortgagees of the Company, by reason of Priority of Date of any such Bond, or of the Meeting at which the same was authorized, or otherwise however.

Register of Mortgages and Bonds.

XLIX. And be it enacted, That a Register of Mortgages and Bonds shall be kept by the Clerk, and within Fourteen Days after the Date of any such Mortgage or Bond an Entry or Memorial, specifying the Number and Date of such Mortgage or Bond, and the Names of the Parties thereto, with their proper Additions, shall be made in such Register; and such Register may be perused at all reasonable Times by any of the Shareholders, or by any Mortgagee or Bond Creditor of the Undertaking, or by any Person interested in any such Mortgage or Bond, without Fee or Reward.

Transfer of Mortgages and Bonds.

L. And be it enacted, That from Time to Time any Party entitled to any such Mortgage or Bond may transfer his Right and Interest therein to any other Person by Deed duly stamped, wherein the Consideration shall be truly stated; and every such Transfer may be according to the Form in the Schedule (E.) to this Act annexed, or to the like Effect.

Entry of Transfers of Mortgages and Bonds.

LI. And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise

otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk, and thereupon the Clerk shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage or Bond; and after such Entry every such Transfer shall entitle the Transferee, his Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage or Bond in all respects; and no Party having made such Transfer shall have Power to make void, release, or discharge the Mortgage or Bond so transferred, or any Money thereby secured; and for such Entry the Company may demand a Sum not exceeding Two Shillings and Sixpence.

Payment of Interest on Loans.

LII. And be it enacted, That the Interest of the Money borrowed upon any Mortgage or Bond shall be payable and paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable to the Shareholders of the Company.

Transfers of Interest to be stamped.

LIII. And be it enacted, That the Interest on any such Mortgage or Bond shall not be transferable except by a Deed duly stamped.

Repayment of Money borrowed at a Time fixed.

LIV. And be it enacted, That the Company may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof, and in such Case the Company shall cause such Period to be inserted in the Mortgage Deed or Bond; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall be paid to the Party entitled to such Mortgage or Bond.

Repayment of Money borrowed where no Time fixed.

LV. And be it enacted, That if no Time be fixed in the Mortgage Deed or Bond for the Repayment of the Money so borrowed, the Party entitled to the Mortgage or Bond may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage or Bond, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose; and the Company may at all Times pay off the Money borrowed, or any Part thereof, on giving the like Notice; and such Notice, if given by a Mortgagee or Bond Creditor, shall be by Writing delivered to the Clerk, and if given by the Company shall be by Writing, given either personally to such Mortgagee or Bond Creditor, or if such Mortgagee or Bond Creditor be unknown or cannot be found, such Notice shall be given by Advertisement in the *London Gazette* and in some Newspaper as after mentioned; and at the Expiration of the said Notice, when given by the Company, Interest shall cease to be payable on the Money secured by such Mortgage or Bond, unless, on Demand of such Money, the Company fail to pay the same pursuant to such Notice.

For enforcing Payment of Arrears of Interest;

LVI. And in order to provide for the Recovery of the Arrears of Interest and Costs, or of the Principal and Interest and Costs, of any such Mortgage or Bond, at the respective Times at which such Interest, or such Principal and Interest, and Costs, become due, be it enacted, That if such Interest, or any Part thereof, shall for Thirty Days after the same shall have become due, and Demand thereof

shall have been made in Writing, remain unpaid, the Mortgagee or Bond Creditor may either sue for the Interest so in arrear by Action of Debt in any of the Superior Courts, or he may require the Appointment of a Receiver, by an Application to be made as herein-after provided.

Principal and Interest.

LVII. And with respect to such Principal Money, Interest, and Costs, be it enacted, That if such Principal Money and Interest be not paid within Six Months after the same has become payable, and after Demand thereof in Writing, the Mortgagee or Bond Creditor may sue for the same in any of the Superior Courts of Law or Equity, or if his Debt amount to the Sum of Two thousand Pounds he may alone, or if his Debt does not amount to the Sum of Two thousand Pounds he may in conjunction with other Mortgagees or Bond Creditors whose Debts, being so in arrear after Demand as aforesaid, shall, together with his, amount to the Sum of Two thousand Pounds, require the Appointment of a Receiver, by an Application to be made as herein-after provided.

Appointment of Receiver.

LVIII. And be it enacted, That every such Application for a Receiver in the Cases aforesaid shall be made to Two or more Justices; and on any such Application so made, and after hearing the Parties, it shall be lawful for such Justices, by Order in Writing, to appoint some Person to receive the Whole or a competent Part of the Rents or Sums liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Rents or Sums aforesaid, be fully paid; and upon such Appointment being made all such Rents and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed; and the Money so to be received shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed; and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

Mortgagees not to vote.

LIX. And be it enacted, That no Party shall in right of any Mortgage be deemed a Shareholder, or be capable of acting or voting as such at any Meeting of the Company.

Access to Account Books by Mortgagees and Bond Creditors.

LX. And be it enacted, That at all reasonable Times the Books of Account of the Company shall be open to the Inspection of the respective Mortgagees and Bond Creditors thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Power to convert Loan into Capital.

LXI. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, instead of borrowing the same, or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof,

or any Part of the Remainder thereof, by creating new Shares of the Company; but no such Augmentation of Capital as aforesaid shall take place without the Authority of an Order of a General Meeting of the Company called for the Purpose previously obtained.

New Shares to be considered same as original Shares.

LXII. And be it enacted, That the Capital to be raised by the Creation of new Shares shall be considered as Part of the general Capital, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to fix as they shall think fit.

Application of Capital.

LXIII. And be it enacted, That all the Money raised by the Company, whether by Subscription of the Shareholders, or by Loans or otherwise, shall be applied, firstly, in paying the Costs and Expences incurred in obtaining this Act, and all Expences preparatory or relating thereto, together with Interest thereon, and secondly in carrying the Purposes of the Company into execution.

Ordinary Meetings to be held half-yearly.

LXIV. And with respect to General Meetings of the Company, be it enacted, That the First General Meeting of the Shareholders of the Company shall be held within Three Months next after the passing of this Act, and the future General Meetings shall be held half-yearly in the Months of *March* and *September* in each Year; and the Meetings so appointed to be held as aforesaid shall be called "Ordinary Meetings;" and all Meetings, whether ordinary or extraordinary, shall be held in the Town of *Bolton*.

Business at Ordinary Meetings.

LXV. And be it enacted, That no Matters except such as are appointed by this Act to be done at an Ordinary Meeting shall be transacted at any such Meeting, unless special Notice of such Matters have been given in the Advertisement convening such Meeting.

Extraordinary Meetings.

LXVI. And be it enacted, That every Meeting of the Shareholders, other than an Ordinary Meeting, shall be called an "Extraordinary Meeting," and such Meetings may be convened by the Directors at such Times as they may think fit.

Business at Extraordinary Meetings.

LXVII. And be it enacted, That no Extraordinary Meeting shall enter upon any Business not set forth in the Requisition or in the Notice upon which it shall have been convened.

Extraordinary Meetings convened by Shareholders.

LXVIII. And be it enacted, That it shall be lawful for Five or more Shareholders holding in the aggregate One hundred and fifty Shares, by Writing under their Hands, at any Time to require the Directors to call an Extraordinary Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requi-

sition the Directors shall convene a Meeting of the Shareholders; and if, for Twenty-one Days after such Notice, the Directors fail to call such Meeting, the said Number of Shareholders, qualified as aforesaid, may call such Meeting by giving Fourteen Days public Notice thereof.

Notice of Meetings.

LXIX. And be it enacted, That Ten Days public Notice at the least of all Meetings of Shareholders, whether ordinary or extraordinary, shall be given by Advertisement, which shall specify the Place, the Day, and the Hour of Meeting; and every Notice of an Extraordinary Meeting, or of an Ordinary Meeting if any other Business than the Business hereby appointed for Ordinary Meetings is to be done thereat, shall specify the Purpose for which the Meeting is called.

Quorum for a General Meeting.

LXX. And be it enacted, That in order to constitute an Ordinary Meeting there shall be present Five or more Shareholders holding in the aggregate Shares amounting to the nominal Value of Two thousand Pounds, and in order to constitute an Extraordinary Meeting there shall be present Seven or more Shareholders holding in the aggregate Two hundred Shares; and the Shareholders present at any such Meeting shall proceed in the Execution of the Powers of the Company with respect to the Matters for which such Meeting shall have been convened, and to those only; and if within One Hour from the Time appointed for such Meeting the said Number of Shareholders, qualified as aforesaid, be not present, no Business shall be transacted at the Meeting, but the same shall be held to be adjourned *sine Die* (except as is herein-after provided to the contrary).

Chairman at General Meetings.

LXXI. And be it enacted, That at every Meeting of the Company one or other of the following Persons shall preside as Chairman; (that is to say,) the Chairman of the Directors, or in his Absence the Deputy Chairman, or in the Absence of both the Chairman and Deputy Chairman some one of the Directors of the Company to be chosen for that Purpose by the Meeting, or in the Absence of the Chairman and Deputy Chairman, and of all the Directors, any Shareholder to be chosen for such Purpose at such Meeting.

Adjourned Meetings.

LXXII. And be it enacted, That every such Meeting of the Shareholders may be adjourned from Time to Time, and no Business shall be transacted at any adjourned Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place; provided, that it shall not be necessary to give any Notice of any adjourned Meeting.

Votes of Shareholders.

LXXIII. And be it enacted, That at all Meetings of the Company every Shareholder shall have One Vote in respect of Five Shares or any less Number than Five Shares, and shall have One additional Vote in respect of every additional Five Shares above the first Five: Provided always, that no Shareholder shall be entitled to more than Ten Votes, nor shall any Shareholder be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the

the Shares held by him, nor in respect of any Share until One Half at least of the Amount of such Share shall have been paid up.

Manner of Voting.

LXXIV. And be it enacted, That such Votes may be given either personally or by Proxies, being Shareholders, authorized by Writing according to the Form in the Schedule (F.) to this Act annexed, or in a Form to the like Effect, under the Hand of the Shareholder nominating such Proxy, or if such Shareholder be a Corporation then under their Common Seal; and every Proposition at any such Meeting shall be determined by the Majority of Votes of the Parties present, including Proxies, the Chairman of the Meeting being entitled to vote, not only as a Principal or Proxy, but to have a casting Vote if there be an Equality of Votes.

Regulations as to Proxies.

LXXV. And be it enacted, That no Person shall be entitled to vote as a Proxy unless the Instrument appointing such Proxy have been delivered to the Clerk of the Company Three clear Days before the holding of the Meeting at which such Proxy is to be used, or shall have been transmitted by Post to the Clerk within such Period as to admit of its being delivered in due Course of Delivery Three clear Days before such Meeting, and that no Person shall at any One Meeting be entitled as Proxy to more than Thirty Votes.

Votes of Joint Shareholders.

LXXVI. And be it enacted, That if several Persons be jointly entitled to a Share, the Person whose Name stands first in the Register of Shareholders as one of the Holders of such Share shall, for the Purpose of voting at any Meeting, be deemed the sole Proprietor thereof, and on all Occasions the Vote of such first-named Shareholder, either in Person or by Proxy, shall be allowed as the Vote in respect of such Share, without Proof of the Concurrence of the other Holders thereof.

Votes of Lunatics and Minors, &c.

LXXVII. And be it enacted, That if any Shareholder be a Lunatic or Idiot such Lunatic or Idiot may vote by his Committee, and if any Shareholder be a Minor he may vote by his Guardian or any One of his Guardians, and every such Vote may be given either in Person or by Proxy.

Directors.

LXXVIII. And be it enacted, That the Number of Directors shall be Six, and that *Thomas Cooke*, *Peter Rothwell*, *John Moore*, *David Hewitt*, *John Dean*, and *William Kay* shall be the first Directors of the Company.

Election of future Directors.

LXXIX. And be it enacted, That the Directors appointed by this Act shall continue in Office until the first Ordinary Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or may elect a new Body of Directors, the Directors appointed by this Act being eligible as Members of such new Body; and at the first Ordinary Meeting to be held in each subsequent Year the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places

Places of the Directors then going out of Office, agreeably to the Provisions herein-after contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead as herein-after mentioned.

Qualifications of Directors.

LXXX. And be it enacted, That no Person shall be capable of being a Director unless he be a Shareholder possessed of Ten Shares, the whole Amount of which shall have been paid up; and that no Person holding an Office or Place of Trust or Profit under the Company, or interested in any Contract with the Company, shall be capable of being a Director; and that no Director shall be capable of accepting any other Office or Place of Trust or Profit under the Company, or of being interested in any Contract with the Company, during the Time he shall be a Director.

Failure of Meeting for Election of Directors.

LXXXI. And in order to provide for the Accident of a sufficient Number of Shareholders not being present at any Meeting at which Directors are to be elected, be it enacted, That if at any Meeting at which an Election of Directors ought to take place Five Shareholders holding in the aggregate Shares to the Amount of Two thousand Pounds shall not be present within One Hour from the Hour appointed for the Meeting, no Election of new Directors, or Re-election of existing Directors, shall be made, nor shall any Business be transacted, but in such Case, at the Expiration of Fourteen Days from the Day of such intended Meeting, another Meeting shall be held at the same Place; and if at such other Meeting the said Number of Shareholders, so qualified as aforesaid, be not present, personally or by Proxy, within One Hour from the Hour fixed for the Meeting, such Meeting shall stand adjourned to the following Day, (unless such following Day be *Sunday*, and in that Case to the following *Monday*,) at the same Hour and Place; and if at the Meeting so adjourned the said Number of Shareholders so qualified as aforesaid be not present within One Hour from the Hour appointed for the Meeting, the existing Directors shall continue to act and retain their Powers until new Directors be appointed at the first Ordinary Meeting of the following Year.

Rotation of Directors first elected.

LXXXII. And be it enacted, That the Directors appointed by this Act and continued in Office as aforesaid, or the Directors elected to supply their Places as aforesaid, shall go out of Office at the Time and in the Proportions following, the Individuals to go out being in each Instance determined by Ballot amongst the Directors; that is to say,

At the Ordinary Meeting of the Company which will be held in the Month of *March* in the Year One thousand eight hundred and forty-four One Third of such Directors shall go out of Office;

At the Ordinary Meeting of the Company held in the Month of *March* in the following Year One Half of the remaining Number of such Directors shall go out of Office; and

At the Meeting held in the Month of *March* in the next succeeding Year the Remainder of such Directors shall go out of Office:

And in each Instance the Places of the retiring Directors shall be supplied by an equal Number of Shareholders qualified as aforesaid.

Permanent Rotation of Directors.

LXXXIII. And be it enacted, That at the first Ordinary Meeting in every subsequent Year One Third of the Directors, being those who have been longest in Office, shall go out of Office and cease to be Directors, and their Places shall be supplied in like Manner; nevertheless, every Director so going out of Office may be re-elected immediately or at any future Time, and after such Re-election shall, with reference to the going out by Rotation, be considered as a new Director.

Cases in which Office of Director shall become vacant.

LXXXIV. And be it enacted, That if any of the Directors at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the Company, or be either directly or indirectly concerned in any Contract with the Company, or participate in any Manner in the Profits of any Work to be done for the Company, or if such Director at any Time cease to be a Holder of Ten Shares, the whole Amount of which shall have been paid up, then in any of the Cases aforesaid the Office of such Director shall become vacant, and thenceforth the Person in respect of whom the Office of Director shall so have become vacant shall cease from voting or acting as a Director.

Occasional Vacancies in Office of Directors to be supplied by remaining Directors.

LXXXV. And be it enacted, That if any Director of the Company die or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, the remaining Directors, if they think proper so to do, may elect in his Place some other Shareholder, duly qualified, to be a Director; and the Shareholder so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place he shall have been elected would have been entitled to continue if he had remained in Office.

Powers of the Company to be exercised by the Directors.

LXXXVI. And with respect to the Exercise of the Powers of the Company, be it enacted, That the Directors shall have the Management and Superintendence of the Affairs of the Company, and they may lawfully exercise all the Powers of the Company, except as to such Matters as are directed by this Act to be transacted by a General Meeting of the Company; and,

They may appoint and displace any of the Officers of the Company, except the Clerk and Treasurer:

They may fix the Salaries of all Officers, except the Salaries of themselves and of the Clerk and the Treasurer:

They may make and enforce the Calls upon the Shares of the respective Shareholders:

They may declare the Forfeiture of all Shares on which such Calls are not duly paid, subject to the Confirmation of a General Meeting:

They may enter into Contracts for the Execution of the Works of the Company, and for all other Matters necessary for the Transaction of its Affairs:

They may purchase the Lands authorized to be purchased by the Company, and sell such Parts thereof as may not be required for the Purposes of the Company:

They may fix the Rents to be taken by the Company:

They may make Bye Laws for the Regulation of the Affairs of the Company as aforesaid:

But all the Powers so to be exercised shall be exercised in accordance with and subject to the Provisions of this Act in that Behalf; and the Exercise of all such Powers shall be subject also to the Control and Regulation of any General Meeting specially convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General Meeting.

Powers of the Company not to be exercised by the Directors.

LXXXVII. And be it enacted, That the following Powers of the Company, (that is to say,) the Choice and Removal of Directors, the Appointment and Removal of the Treasurer and Clerk, the Determination as to the Remuneration of the Directors and of the Treasurer and Clerk, the Determination as to the borrowing of Money on Mortgage, the Determination as to the Augmentation of Capital, the Determination as to the leasing of Rents or Rates, and the Declaration of Dividends, shall be exercised only at a General Meeting of the Company.

Meetings of Directors.

LXXXVIII And be it enacted, That the Directors shall hold Meetings at such Times as they shall appoint for the Purpose, and they may meet and adjourn as they think proper from Time to Time and from Place to Place; and at any Time any Two of the Directors may require the Clerk to call a Meeting of the Directors; and in order to constitute a Meeting of Directors, there shall be present at the least Three of the Directors, and all Questions, Matters, and Things considered at any such Meeting shall be determined by the Majority of Votes; and no Director, except the Chairman, shall have more than One Vote at any such Meeting, and if there be an equal Division of Votes upon any Subject entertained by such Meeting, the Chairman, in addition to his Vote as one of the Directors, shall have a casting Vote as Chairman.

Permanent Chairman of Directors.

LXXXIX. And be it enacted, That at the first Meeting of Directors held after the passing of this Act, and at the first Meeting of the Directors held after each annual Appointment of Directors, the Directors present at such Meeting shall choose one of the Directors to act as Chairman, and another to act as Deputy Chairman of the Directors for the Year following such Choice; and if the Chairman or Deputy Chairman die or resign, or cease to be a Director, or otherwise become disqualified to act, the Directors present at the Meeting next after the Occurrence of such Vacancy shall choose some other of the Directors to fill such Vacancy; and every such Chairman or Deputy Chairman so to be elected as last aforesaid shall continue in Office so long only as the Person in whose Place he may be so elected would have been entitled to continue if such Death, Resignation, Removal, or Disqualification had not happened.

XC. And

Occasional Chairman of Directors.

XC. And be it enacted, That if at any Meeting of the Directors neither the Chairman nor the Deputy Chairman shall be present, the Directors present shall choose some one of their Number to be Chairman of such Meeting.

Committee of Directors.

Powers of Committee.

XCI. And be it enacted, That the Directors may appoint One Member of their Body or One or more Committees, consisting of such Number of Directors as they think fit, and may grant to such Member or Committee Power on behalf of the Company to do any Acts relating to the Waterworks, or the Affairs of the Company, which the Directors shall from Time to Time think proper to intrust to such Member or Committee, except to make Calls for Money upon the Shareholders.

Meetings of Committee.

XCII. And be it enacted, That such Committee may meet from Time to Time, and may adjourn from Place to Place, as they think proper, for carrying into effect the Purposes of their Appointment; and no such Committee shall exercise the Powers intrusted to them except at a Meeting at which there shall be present Three of its Members; and at all Meetings of the Committee one of the Members present shall be appointed Chairman; and all Questions at any Meeting of the Committee shall be determined by a Majority of the Members present, and in case of an equal Division of Votes the Chairman shall have a casting Vote in addition to his own Vote as a Member of the Committee.

Contracts by Committee or Directors.

XCIII. And be it enacted, That the Power which may be granted to any such Member or Committee to make Contracts, as well as the Power of the Directors to make Contracts on behalf of the Company, may lawfully be exercised as follows; (that is to say,)

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and under Seal, such Member or Committee or the Directors may make such Contract on behalf of the Company in Writing and under the Common Seal of the Company:

With respect to any Contract which, if made between any private Persons, would be by Law required to be in Writing and signed by the Parties to be charged therewith, then such Member or Committee or the Directors may make such Contract on behalf of the Company in Writing, signed by such Member or by such Committee, or any Two of them, or any Three of the Directors, and in the same Manner may vary or discharge the same:

With respect to any Contract which, if made between any private Persons, would by Law be valid, although made by Parol only, and not reduced into Writing, such Member or Committee or the Directors may make such Contract on behalf of the Company by Parol only, without Writing, and in the same Manner may vary or discharge the same:

And all Contracts made according to the Provisions herein contained shall be effectual in Law, and shall be binding upon the Company and their Successors and all other Parties thereto, their Heirs, Executors,

or Administrators, as the Case may be; and on any Default in the Execution of any such Contract, either by the Company or any other Party thereto, such Actions or Suits may be brought either by or against the Company as might be brought had the same Contracts been made between private Persons only.

Proceedings to be entered in a Book, and to be open for Inspection.

XCIV. And be it enacted, That the Directors shall cause Notes, Minutes, or Copies, as the Case may require, of all Appointments made or Contracts entered into by the Directors, and of the Orders and Proceedings of all Meetings, as well ordinary or extraordinary, of the Company, and of the Directors and Committees of Directors, to be duly entered in Books to be from Time to Time provided for the Purpose, which shall be kept under the Superintendence of the Directors; and every such Entry shall be signed by the Chairman of the Meeting at which the Matter in respect of which such Entry is made was moved or discussed; and such Entry, so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Shareholders or Director or Directors or Members of Committee respectively, or of the Signature of such One Director or of the Chairman, all which last-mentioned Matters shall be presumed; and all such Books shall at all reasonable Times be open to the Inspection of any of the Shareholders.

Informalities in Appointment of Directors not to invalidate Proceedings.

XCV. And be it enacted, That all Acts done by any Meeting of the Directors, or of a Committee of Directors, or by any Person acting as a Director, shall, notwithstanding it may be afterwards discovered that there was some Defect or Error in the Appointment of any Person attending such Meeting as a Director, or acting as aforesaid, or that such Person was disqualified, be as valid as if such Person had been duly appointed and was qualified to be a Director.

Indemnity of Directors.

XCVI. And be it enacted, That no Director, by being Party to, or making, signing, or executing in his Capacity of Director, any Contract or other Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Directors, shall be subject to be sued or prosecuted, either collectively or individually, by any Person whomsoever; and the Bodies or Goods or Lands of the Directors, or any of them, shall not be liable to Execution or any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them or any of them, or by reason of any other lawful Act done by them or any of them, in the Execution of any of their Powers as Directors; and the Directors, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital of the Company for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Directors for the Time being of the Company shall apply the existing Funds and Capital of the Company for the Purposes of such Indemnity, and shall, if necessary for that Purpose, make Calls of the Capital remaining unpaid.

Remuneration of Directors.

XCVII. And be it enacted, That the Remuneration of the Directors shall from Time to Time be fixed by a General Meeting of the Company.

Appointment and Removal of Clerk or Treasurer.

XCVIII. And be it enacted, That at the First General Meeting, or some Adjournment thereof, the Company shall elect a Treasurer, and at any subsequent General Meeting the Company may remove from Office any Clerk or Treasurer; and if any Clerk or Treasurer of the Company shall die or resign, or be removed, another Clerk or Treasurer shall be elected in his Place at an Ordinary Meeting; and from Time to Time any such Meeting may fix the Salary or other Emoluments to be allowed to such Clerk or Treasurer respectively, as they may think proper.

Suspension of Clerk or Treasurer.

XCIX. And be it enacted, That the Directors may at any Time suspend either the Treasurer or the Clerk from his Office, and may appoint some Person temporarily to fill the Office of the Treasurer or Clerk so suspended, with such Salary as they think fit; but in any such Case the Company shall, at the next subsequent Ordinary Meeting, take into consideration the Propriety of removing from his Office any Treasurer or Clerk so suspended, and of electing a new Treasurer or Clerk, as the Case may require.

Directors may fill up Vacancies in Offices of Clerk or Treasurer.

C. And be it enacted, That in case of the Death or Resignation of any Clerk or Treasurer, the Directors may appoint some Person to fill the Office of Clerk or Treasurer so vacant, with such Salary as they shall think fit, until the next Ordinary Meeting of the Company.

Separation of Offices of Clerk and Treasurer.

CI. And be it enacted, That neither the Person who shall hold the Office of Clerk, nor the Partner of such Clerk, nor any Person in the Service or Employ of such Clerk or of his Partner, shall be eligible to be the Treasurer; and that neither the Person who shall hold the Office of Treasurer, nor the Partner of such Treasurer, nor any Person in the Service or Employ of such Treasurer or of his Partner, shall be eligible to be the Clerk; and if any Person offend in any of the following Cases he shall for every such Offence forfeit One hundred Pounds; (that is to say,)

Penalty.

If any Person accept both the Offices of Clerk and Treasurer:

If any Person, being the Partner of such Clerk, or in the Service or Employ of such Clerk or of his Partner, accept the Office of Treasurer, or act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer:

If any Person, being the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, accept the Office of Clerk, or act as Deputy of the Clerk, or in any Manner officiate for the Clerk:

If any such Treasurer or Clerk hold any Place of Profit or Trust under the Company other than that of Treasurer or Clerk, as the Case may be:

And any Person may sue for such Penalties by Action of Debt or on the Case in any of the Superior Courts, and shall, on Recovery thereof, be entitled to full Costs of Suit.

CII. And

Security to be taken.

CII. And be it enacted, That before any Person intrusted with the Custody or Control of Monies, whether Treasurer, Collector, or other Officer of the Company, shall enter upon his Office, the Directors shall take sufficient Security from him for the faithful Discharge of his Office.

Officers to account on demand.

CIII. And be it enacted, That every Officer or Person employed by the Company shall from Time to Time, when required by the Directors, make out and deliver to them, or to any Person appointed by them for that Purpose, a true and perfect Account in Writing under his Hand of all Monies received by him on behalf of the Company; and such Account shall state how, and to whom, and for what Purpose such Monies shall have been disposed of; and, together with such Account, such Officer shall deliver the Vouchers and Receipts for such Payments; and every such Officer shall pay to the Directors, or to any Person appointed by them to receive the same, all Monies which shall appear to be owing from him upon the Balance of such Accounts.

Summary Remedy against Parties failing to account.

CIV. And be it enacted, That if any such Officer fail to render such Account, or to produce and deliver up all the Vouchers and Receipts relating to the same in his Possession or Power, or to pay the Balance thereof, when thereunto required, or if for Three Days after being thereunto required he fail to deliver up to the Directors, or to any Person appointed by them to receive the same, all Papers and Writings, Property, Effects, Matters, and Things, in his Possession or Power, relating to the Execution of this Act, or belonging to the Company, then, on Complaint thereof being made to a Justice, such Justice shall, by Summons or Warrant under his Hand and Seal, cause such Officer to be brought before Two or more Justices; or if such Officer cannot be found, then in his Absence such Justices may hear and determine the Matter in a summary Way, and may adjust and declare the Balance owing by such Officer; and if it appear, either upon Confession of such Officer, or upon Evidence, or upon Inspection of the Account, that any Monies of the Company are in the Hands of such Officer, or owing by him to the Company, such Justices may order such Officer to pay the same; and if he fail to pay the Amount it shall be lawful for such Justices to grant a Warrant to levy the same by Distress, or in default thereof to commit the Offender to Gaol, there to remain without Bail for a Period not exceeding Three Months; and in any of the following Cases, (that is to say,)

If any such Officer do not appear before the Justices at the Time and Place appointed for that Purpose; or

If such Officer appear, but fail to make out such Account in Writing; or

If such Officer refuse to produce and deliver to the Justices the several Vouchers and Receipts relating so such Account; or

If such Officer refuse to deliver up any Books, Papers, or Writings, Property, Effects, Matters, or Things, in his Possession or Power, belonging to the Company;

Such Justices may lawfully commit such Offender to Gaol; and in every such Case of Commitment the Prisoner shall remain in Custody, without

without Bail, until he have made out and delivered such Accounts, and delivered up the Vouchers and Receipts, if any, relating thereto, in his Possession or Power, and have delivered up such Books, Papers, Writings, Property, Effects, Matters, and Things, if any, in his Possession or Power.

Sureties not to be discharged.

CV. And be it enacted, That no such proceeding against or dealing with any such Officer as aforesaid shall deprive the Company of any Remedy which they might otherwise have against any Surety of such Officer.

Accounts to be kept.

CVI. And be it enacted, That full and true Accounts shall be kept of all Sums of Money received or expended on account of the Company by the Directors, and all Persons employed by or under them, and of the Articles, Matters, and Things for which such Sums of Money shall have been received or disbursed and paid.

Books to be balanced.

CVII. And be it enacted, That the Books of the Company shall, after the first Ordinary Meeting under this Act, be brought to a Balance Fourteen Days at least before each Ordinary Meeting; and forthwith on the Books being so balanced an exact Balance Sheet shall be made up which shall exhibit a true Statement of the Capital Stock, Credits, and Property of every Description belonging to the Company, and the Debts due by the Company at the Date of making such Balance Sheet, and a distinct View of the Profit or Loss which shall have arisen on the Transactions of the Company in the course of the preceding Half Year; and previously to each Ordinary Meeting such Balance Sheet shall be examined by the Directors, or any Three of their Number, and shall be signed by the Chairman or Deputy Chairman of the Directors.

Inspection of Accounts by Shareholders at stated Times.

CVIII. And be it enacted, That the Books so balanced, together with such Balance Sheet as aforesaid, shall for Seven Days previous to each Ordinary Meeting, and for One Month thereafter, be open for the Inspection of the Shareholders at the Office or Place of Business of the Company, but the Shareholders shall not be entitled at any Time, except during the aforesaid Period before and after each Ordinary Meeting, to demand the Use or Inspection of such Book, unless in virtue of a written Order signed by Three of the Directors.

Balance Sheet to be produced.

CIX. And be it enacted, That at such Ordinary Meeting the Directors shall produce to the Shareholders assembled such Balance Sheet as aforesaid applicable to the Period immediately preceding such Meeting.

An annual Account to be made out, and a Copy transmitted to Clerk of the Peace.

CX. And be it enacted, That the Company shall every Year cause an annual Account in Abstract to be prepared of the total Receipts and Expenditure of all Funds levied by virtue of this Act, for the Year ending on the Thirty-first Day of *December* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Directors, or some of them, and shall transmit a Copy of the said Account, free of Charge, to the Clerk

Clerk of the Peace of the Borough of *Bolton* on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the Company shall omit to prepare or transmit such Account as aforesaid they shall forfeit for every such Omission the Sum of Twenty Pounds.

Declaration of Dividends.

CXI. And be it enacted, That previously to every Ordinary Meeting the Directors shall cause a Scheme to be prepared, showing the Profits, if any, of the Company for the last preceding Half Year, and apportioning the same among the Shareholders according to the Shares held by them respectively, providing for the paying Dividends, not exceeding the Rate of Ten Pounds *per Centum per Annum*, on each of the Shares given in lieu of the Shares existing at the Time of the passing of this Act, and not exceeding the Rate of Ten Pounds *per Centum per Annum* on the Amount received, as Calls and Stock represented by the new or additional Shares created by virtue of this Act, unless a larger Dividend shall at any Time be necessary to make up the Deficiency of any previous Dividend, when such previous Dividend shall have fallen short of Ten Pounds *per Centum per Annum* upon each of such Shares given in lieu of the said existing Shares, and of Ten Pounds *per Centum per Annum* upon Stock subscribed under the Authority of this Act, and paid up for the Purpose of the said Undertaking; and the Directors shall exhibit such Scheme at such Ordinary Meeting, and at such Meeting a Dividend may be declared according to such Scheme.

Dividend not to reduce Capital.

CXII. And be it enacted, That the Company shall not make any Dividend whereby their Capital Stock will be in any degree reduced.

Fund for Contingencies.

CXIII. And be it enacted, That if the clear Profits of the said Undertaking, after Payment of all Costs, Charges, and Expences, shall in any Year amount to a larger Sum than shall be sufficient to make Distribution amongst the Proprietors of the Company of the Dividends hereby authorized to be paid in respect of each Share in the said Undertaking, the Excess beyond the Sum which may be necessary for the Purposes aforesaid shall accumulate until the Fund so formed shall amount to the Sum of Twelve thousand Pounds, which Sum shall form a contingent or reserved Fund to answer any Deficiency which may at any Time happen in the Amount of divisible Profits of the Company, or to meet any extraordinary Claim or Demand which may at any Time arise against the Company, or for the further Improvement of their Works.

Providing for Surplus, and Reduction of Price of Water.

CXIV. And be it enacted, That when and so soon as such Fund shall, by Accumulation or otherwise, amount to the Sum of Twelve thousand Pounds, an Account of the said contingent Fund, and of the Receipts, Expenditure, and Profits of the Company, shall be laid before the Court of Quarter Session of the Peace for the Borough of *Bolton*, and be filed with the Clerk of the Peace of the said Borough; and if it shall thereupon appear at such Court that the Profits of the Company for the preceding Year shall have exceeded the Sum herein-

before authorized to be divided amongst the several Proprietors of Shares in the said Undertaking, the Company shall make such a rateable Reduction in the Rents and Prices of Water to be furnished by the Company for the then current Year as in the Judgment of the said Court shall be proper, until, by the Expenditure and Payments of the Company, the contingent Fund shall have been reduced below the said Sum of Twelve thousand Pounds, when the Price of Water may, if necessary, be again raised, and so from Time to Time as such Event shall happen.

Dividend not to be paid unless all Calls paid.

CXV. And be it enacted, That no Dividend shall be paid in respect of any Share until all Calls then due in respect of that or of any other Share held by the Person to whom such Dividend may be payable shall have been paid.

Appointment of Auditor.

CXVI. And be it enacted, That the Recorder for the Time being of the Borough of *Bolton* shall annually appoint an Auditor for the Purpose of auditing the said 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 said Recorder shall from Time to Time appoint an Auditor to supply such Vacancy.

Duty of Auditor.

CXVII. And be it enacted, That it shall be the Duty of such Auditor half-yearly to audit the said Accounts of the Company, and to receive from the Directors the Balance Sheet required to be presented to the Shareholders, and to examine the same.

Powers of Auditor.

CXVIII. And be it enacted, That for the above Purposes such Auditor may examine the Accounts of the Company at any Time during Fourteen Days previous to each Ordinary Meeting, and may either make a special Report on the said Accounts, or simply confirm the same; and such Report or Confirmation shall be read, together with the Report of the Directors, at the Ordinary Meeting.

Delivery of Balance Sheet, &c. by Directors to Auditor.

CXIX. And be it enacted, That the Directors shall deliver to such Auditor the said Balance Sheet Fourteen Days at the least before the ensuing Ordinary Meeting at which the same is required to be produced to the Shareholders.

Remuneration of Auditor.

CXX. And be it enacted, That the Remuneration of such Auditor for each such half-yearly Audit shall not exceed the Rate of Two Guineas *per* Day, nor the Sum of Four Guineas in the whole, and the same shall be paid to him by the Company.

Power to make Bye Laws for the Officers of the Company.

CXXI. And be it enacted, That it shall be lawful for the Company from Time to Time to make such Bye Laws as they think fit, for the Purpose of regulating the Conduct of the Officers and Servants of the Company, and for providing for the due Management of the Affairs of the Company in all respects whatsoever, and from Time to Time to alter or repeal any such Bye Laws, and make others, provided such Bye Laws be not repugnant to the Laws of that Part of the United Kingdom where the same are to have effect, or to the

Provisions of this Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and a Copy of such Bye Laws shall be given to every Officer and Servant of the Company.

Fines for Breach of such Bye Laws.

CXXII. And be it enacted, That the Company may impose such reasonable Fines and Forfeitures upon all Persons, being Officers or Servants of the Company, offending against such Bye Laws, as the Company think fit, not exceeding Five Pounds for any One Offence, and such Fine and Forfeitures may be recovered in the Manner herein-after provided.

Evidence of Bye Laws.

CXXIII. And be it enacted, That the Production of a written or printed Copy of the Bye Laws of the Company, having the Common Seal of the Company affixed thereto, shall be sufficient Evidence of such last-mentioned Bye Laws in all Cases of Prosecution under the same.

Service of Notices upon Company.

CXXIV. And with respect to the Service of Notices upon the Company, be it enacted, That any Summons, Notice, or Writ, or other Proceeding at Law or in Equity, requiring to be served upon the Company, may be served by the same being given personally to the Clerk of the Company, or being left at the Office of the Company, or being delivered to some Inmate at the Place of Abode of such Clerk; or in case there be no Clerk, or the Place of Abode of the Clerk respectively shall not be found, then by being given to any One Director of the Company, or by being delivered to some Inmate at or left at the last usual Place of Abode of any such Director.

Service by Company on Shareholders.

CXXV. And with respect to any such Notice required to be served by the Company upon the Shareholders, be it enacted, That unless any such Notice be expressly required to be served personally it shall be sufficient to transmit the same by Post, directed according to the registered Address or other known Address of the Shareholders, within such Period as to admit of its being delivered in the due Course of Delivery, within the Period (if any) prescribed for the giving of such Notice; and in proving such Service it shall be sufficient to prove that such Notice was properly directed, and that it was so put into the Post Office.

Notice by Advertisement.

CXXVI. And be it enacted, That all Notices required by this Act to be given by Advertisement in a Newspaper, and the annual Account herein-before ordered to be transmitted to the Clerk of the Peace, shall be advertised in some Newspaper published or circulated in the said Town of *Bolton*, if any such there be, and if not, then in some other Newspaper published or circulated within the said County of *Lancaster*.

Authentication of Notices.

CXXVII. And be it enacted, That every Summons, Demand, or Notice, or other such Document, requiring Authentication by the Company, may be signed by One Director, or by the Treasurer or Clerk of the Company, and need not be under the Common Seal

Seal of the Company, and the same may be in Writing or in Print, or partly in Writing and partly in Print.

Releases to Witnesses.

CXXVIII. And be it enacted, That in all legal Proceedings under this Act general or other Releases for the Purpose of qualifying any Person in the Service of the Company to give Evidence as a Witness may be granted by any Two or more of the Directors, and every such Release or Discharge under the Hands and Seals of Two of the Directors shall be as effectual for the Purposes aforesaid as if made under the Common Seal of the Company.

Proof of Debts in Bankruptcy.

CXXIX. And be it enacted, That if any Person against whom the Company shall have any Claim or Demand become bankrupt, or take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for the Clerk, Treasurer, or Manager of the Company, in all Proceedings against the Estate of such Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency against such Bankrupt or Insolvent, to represent the Company, and act in their Behalf in all respects as if such Claim or Demand had been the Claim or Demand of such Clerk, Treasurer, or Manager, and not of the Company.

Tender of Amends.

CXXX. And with respect to Actions brought in respect of any Proceeding under the Provisions of this Act, be it enacted, That if before Action brought any Party having committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this Act, or by virtue of any Power or Authority thereby given, make Tender of sufficient Amends to the Party injured, such Party shall not recover in any Action brought on account of such Irregularity, Trespass, or other wrongful Proceeding; and if no such Tender shall have been made, it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

Power to purchase Lands.

CXXXI. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to agree with the Owners of the Lands which they are hereby authorized to enter into and take for the Purposes of this Act, for the absolute Purchase, for a Consideration in Money, of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Leases therein, and of all Rent-charges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all commonable or other Rights to which such Lands may be subject, and all other Estates or Interests in such Lands, of what Kind soever.

Parties under Disability enabled to sell and convey.

CXXXII. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to sell and dispose of and convey or release the same to the Company, and to enter into all necessary Agreements for that Purpose;

pose; (that is to say,) all Corporations, Tenants for Life or in Tail or for any other partial or qualified Estate or Interest, Married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators; and the Power so to sell and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and as to such Married Women as if they were Sole, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power under the Authority of this Act if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have have exercised the same Powers under the Authority of this Act if they had respectively been under no Disability.

Parties under Disability to exercise other Powers.

CXXXIII. And be it enacted, That the Power herein-after given to release Lands from any Rent, Payment, Charge, or Incumbrance, and to agree for the Apportionment of any such Rent, Payment, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and dispose of or convey and release Lands to the Company.

Consideration to be a gross Sum.

CXXXIV. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance of Compensation for Price of or Damage to Lands.

CXXXV. And be it enacted, That the Owners of any such Lands, or of any such Estate or Interest therein as aforesaid, and all Parties by this Act enabled to convey any such Lands, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept, Satisfaction for the Value of such Lands, or any Interest therein to which such Party shall be entitled; and, in addition to Compensation for the Value of such Lands, or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or otherwise owing to the Exercise of the Powers of this Act.

Amount of Compensation to be ascertained by Valuation, in case of Parties unde Disability.

CXXXVI. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell and convey except under the Provisions in this Act contained, and the Compensation Money to be paid for any permanent Damage or Injury to any

any such Lands, be it enacted, that such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provisions hereinafter contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the other by the other Party, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate; and each of such Two Surveyors if they agree, or if not then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

CXXXVII. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who, by reason of Absence or from any other Incapacity or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, that such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose; and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

Purchase of Lands on Chief Rents.

CXXXVIII. And be it enacted, That if any Person seised in Fee of or entitled to dispose of absolutely for his own Benefit any Lands authorized to be purchased for the Purposes of this Act shall be willing to sell such Lands for a perpetual annual Rent-charge, in lieu of a Sum in gross, or shall be willing to demise and lease such Lands for any Term or Number of Years, such Person may lawfully sell and convey such Lands or any Part thereof, or may lawfully demise or lease such Lands or any Part thereof, for any Term or Number of Years, unto the Company, in consideration of an annual Rent-charge or Rent payable by the Company to the Person so selling and conveying, or demising and leasing, and to his Heirs and Assigns.

Payment of Rents to be charged on Rents.

CXXXIX. And be it enacted, That the yearly Rents reserved by any such Conveyance, Demise, or Lease shall be charged on the Rents or Rates payable under this Act, and shall be paid by the Company as such Rents or Rates become payable; and if at any Time any such yearly Rents be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such yearly Rent shall be payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Company.

Form of Conveyances.

CXL. And be it enacted, That all Conveyances of Lands so to be purchased as aforesaid may be according to the Form in the Schedules (G.) and (H.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit; and all such Conveyances shall be effectual to vest the Lands thereby conveyed

in the Company, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interests so thereby conveyed, and to bar and destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands comprised in such Conveyances, as shall have been purchased or compensated for by the Consideration therein mentioned; but although Terms of Years be thereby merged, they shall in Equity afford the same Protection as if they had been kept on foot and assigned to a Trustee for the Company to attend the Reversion and Inheritance; and all Demises and Leases of Land so to be demised and leased as aforesaid may be according to the Form in Schedule (I.) to this Act annexed, or as near thereto as the Circumstances of the Case will admit.

Costs of Conveyances.

CXLI. And with respect to the Costs of the Conveyance of any such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all Charges and Expences, incurred on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms, or Interests, and of making out and furnishing such Abstracts and attested Copies as the Company may require, and all other Expences incident to the Investigation, Deduction, and Verification of such Title; and before the Company enter into Possession of the Lands so purchased or taken they shall pay the Amount of such Costs, and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof as herein-after provided; nevertheless, if within Seven Days after Notice in Writing from the Company the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into the Possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of Costs.

CXLII. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Costs shall be ascertained by the Court of Chancery, and for that Purpose either Party may apply to the Court by Petition, and thereupon the Court shall order such Costs to be referred to One of the Masters to be taxed in the usual Manner; and upon Proof of such Service the Master shall proceed to tax such Costs accordingly, Notice of such Taxation being given to the other Party; and after the Taxation thereof it shall be lawful to the Court to order the Amount at which the same shall be so taxed, together with the Costs of Taxation, or so much of the same as shall be payable by the Company, to be paid to the Party entitled thereto, and the same shall be paid accordingly; and the Expence of taxing such Costs, and of obtaining the Order referring the same to be taxed, shall be borne by the Company, unless on the Taxation One Sixth Part of the Costs be disallowed, in which Case the Expence shall be borne

by the Party from whom the Lands shall have been purchased or taken.

Purchase Money payable to Parties under Disability, amounting to 200*l.*, to be deposited in Bank of England.

CXLIII. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any such Lands which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Tenant for Life or for any other partial or qualified Interest, Married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor, or Administrator, or Person under any Disability, shall be entitled to and shall, under the Powers of this Act, be enabled to convey or dispose of, the same shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The *Bolton* Waterworks Company," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His Majesty King *George* the First, intituled *An Act for the better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of* East India *Bonds and Indorsements thereon, as likewise Indorsements on* South Sea *Bonds*, and pursuant to the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, intituled *An Act to empower the High Court of Chancery to lay out on proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of* England *belonging to the Suitors of the said Courts, for the Ease of the said Suitors, by applying the Interest therefrom for answering the Charges of the Office of the Accountant General of the said Court;* and such Monies shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

12 G. 1. c. 32.

12 G. 2. c. 24.

Application of Monies deposited.

In the Purchase or Redemption of the Land Tax or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money.

Order for Application.

CXLIV. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Chancery made on the Petition of the Party who would have been entitled to the Rents and

and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and until such Annuities or Securities shall be ordered to be sold or converted into Money for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and the Order for such Investment and Application of the Interest, Dividends, and annual Proceeds thereof may be made on the like Petition.

Sums from 20*l.* to 200*l.* to be deposited, or invested in Trustees.

CXLV. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may lawfully be paid to Two Trustees to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

CXLVI. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit; or in case of the Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

CXLVII. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases, (that is to say,) if the Owner of any such Lands, or of any Interest therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase

chase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner be gone out of the Kingdom, or cannot be found, or be not known, or refuse to convey or release such Lands as directed by the Company, it shall be lawful for the Company to deposit the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Parties interested in such Lands (describing them, so far as the Company can do), subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company or to the Party paying in such Money a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in; and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

Application of Monies so deposited.

CXLVIII. And be it enacted, That upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid, or any Part thereof, or to the Lands purchased or taken by the Company, or any Part thereof, or any Interest in the same, the said Court of Chancery may in a summary Way, as to such Court shall seem fit, order such Money to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim to such Money or Lands, or any Part thereof, and may make such other Order in the Premises as to such Court shall seem fit.

Court of Chancery may direct Investment or Payment of Money in respect of Leases for Lives, Years, &c., or Reversions, as they may think just.

CXLIX. Provided always, and be it enacted, That where any Purchase Money or Compensation paid into the Court of Chancery under the Provisions of this Act shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Party in Possession deemed to be the Owner.

CL. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in Possession or Receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands until the contrary be shown to the Satisfaction of the Court; and unless the contrary be shown as aforesaid the Parties so in Possession, and all Parties claiming under them

or

or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

Costs in Cases of Money deposited.

CLI. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Re-investment thereof, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Payment of Price to be made previous to Entry, except to survey, &c.

CLII. And be it enacted, That the Company shall not, except by the Consent of the Owner and Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, until they shall either have paid to every Party having any Interest in such Lands, or deposited in the Bank of *England* in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands.

Penalty on Company entering upon Lands without Consent, before Payment of the Purchase Money.

CLIII. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in Possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice

Notice from the Party in Possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Decision of Justices not conclusive as to Company's Right.

CLIV. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Notice of Intention to take Lands.

CLV. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take, they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this Act to sell and convey or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the Compensation to be made for the Damage that may be sustained by him by reason of the Maintenance of the Waterworks.

Parties interested in Lands to state their Claims.

CLVI. And be it enacted, That if for One Month after the Receipt of any such Notice any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of this Act, the Amount of such Compensation shall be settled in the Manner herein-after provided for settling Cases of disputed Compensation.

Dispute as to Compensation to be settled by a Jury.

CLVII. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise or if no Agreement can be come to between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of this Act, (including among such Owners all Parties by this Act enabled to sell or convey Lands,) as to the Value of such Lands, or of any Interest therein, or as to the Value of any Water abstracted by the Company without Compensation as herein-after mentioned, or as to the Compensation to be made in respect thereof,

or if by reason of Absence any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands or any Interest therein, or if by reason of any Impediment or Disability any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the Waterworks, or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the Waterworks, or otherwise in exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation according to the Provisions of this Act, the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

Claims not exceeding 50*l.* to be settled by Two Justices.

CLVIII. Provided always, and be it enacted, That if the Compensation claimed in any of the Cases mentioned in the preceding Enactment shall not exceed Fifty Pounds the same shall be settled by Two Justices.

Notice by Company of Intention to have a Jury summoned.

CLIX. And be it enacted, That where it shall be necessary to refer any such Question to the Determination of a Jury, by reason of any such Difference as aforesaid, then, One Month at the least before issuing their Warrant for summoning a Jury as herein-after provided, the Company shall give Notice in Writing to the Party with whom such Difference shall have arisen of their Intention to cause such Jury to be summoned; and in such Notice the Company shall state what Sum of Money they are willing to give such Party for his Interest in such Lands, and for the Damage to be sustained by him by the Execution of the Waterworks.

Requisition by Party claiming Compensation to have a Jury summoned.

CLX. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, taken for or injuriously affected by the making of the Waterworks, shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then, within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, they shall issue their Warrant to the Sheriff to summon a Jury accordingly in the Manner herein mentioned.

Warrant for summoning a Jury to be addressed to the Sheriff.

CLXI. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury the Company shall issue their Warrant to the Sheriff under their Common Seal, requiring him to summon a Jury for that Purpose; and if such Sheriff be interested in the Matter in dispute, by being a Shareholder of the Company, or otherwise, such Application shall be made to some Coroner of the

County of *Lancaster*; and if all the Coroners of such County be so interested, such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County, and who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last-mentioned Preference shall be given to one who shall have most recently served either of the said Offices.

Provisions applicable to Sheriff to apply to Coroner.

CLXII. And be it enacted, That throughout the Enactments contained in this Act relating to the Reference to a Jury, where the Term "Sheriff" is used, the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been directed to any other Person than the Sheriff, such Sheriff shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the said County.

Summoning of Jurymen.

CLXIII. And be it enacted, That upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons, duly qualified to act as Common Jurymen in the Superior Courts, to meet at the Time and Place named in the Warrant for that Purpose.

Impannelling of Jury.

CLXIV. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn; and if a sufficient Number of Jurymen do not appear in obedience to such Summons, the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the By-standers, or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen, but no such Party shall challenge the Array.

Notice of Inquiry.

CLXV. And be it enacted, That Fourteen Days Notice of the Time and Place of the Inquiry shall be given in Writing by the Company to the other Party.

Sheriff to preside; Witnesses to be summoned.

CLXVI. And be it enacted, That the Sheriff shall preside on the said Inquiry, and the Party claiming Compensation shall be deemed the Plaintiff, and shall have all such Rights and Privileges as the Plaintiff is entitled to in the Trial of Actions at Law; and if either Party so request in Writing, the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question; and on the like Request the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Actions in the Superior Courts.

CLXVII. And

Jurymen to make Oath.

CLXVII. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence.

Verdict of Jury to be for Purchase of Lands and for Damage, assessed separately.

CLXVIII. And be it enacted, That such Jury shall deliver their Verdict for the Sum of Money to be paid for the Purchase of the Lands required for the Waterworks, or of any Interest therein belonging to the Party with whom such Questions of disputed Compensation shall so have arisen, and also the Sum of Money to be paid for the Injury done to the Lands of any such Party by the Severance from such Lands of the Lands required by the Company, and also the Sum of Money to be paid by way of Compensation for the Damage occasioned to any such Lands by the Execution of the Works, whether it be for Damage sustained before the Time of the Inquiry, or for future Damage, either temporary or permanent, or for any recurring Damage, of which the Cause is then only in part obviated, and which cannot or will not be further obviated by the Company; and the Sums of Money to be paid for the Injury done by any such Severance as aforesaid, or by way of Compensation for any such Damage as aforesaid, shall in every Case be assessed separately from the Value of the Lands, or the Sum to be paid for the Purchase thereof, or of any Interest therein.

Value of Interests previously purchased to be deducted.

CLXIX. And be it enacted, That in assessing the Sum of Money to be paid for the Purchase of any such Lands the Value of any Interest in such Lands as shall have been heretofore rightfully purchased by the Company shall be first deducted.

Verdict and Judgment to be recorded.

CLXX. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and being so signed shall be kept by the Clerk of the Peace among the Records of the Quarter Sessions of the said County; and such Verdicts and Judgments shall be deemed Records, and the same, or true Copies thereof, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

Costs of the Inquiry.

CLXXI. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company, but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where, by reason of Absence in Foreign Parts, or of any Disability, the Owner of the Land shall have been prevented

prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

CLXXII. And be it enacted, That such Costs shall be settled by the Sheriff, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry; and with respect to any such Costs payable by the Company, if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same, the same shall be recoverable by Distress, and on Application to any Justice he shall give his Warrant accordingly; and with respect to any such Costs payable by the Owners of the Lands, or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

Penalty on Sheriff and Jury for Default.

CLXXIII. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any other Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and in addition to the Penalty hereby imposed every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of the Superior Courts.

Penalty on Witnesses making default.

CLXXIV. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and Place specified in the Summons, without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the Subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Special Jury to be summoned at the Request of either Party.

CLXXV. And be it enacted, That if either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, and before the Company have issued their Warrant to the Sheriff give Notice in Writing of such Desire, such Question shall be so tried, and for that Purpose the Company shall, by their Warrant to the Sheriff, require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at

some convenient Time and Place (not being less than Five Days from the Service of such Summons) appointed by him, for the Purpose of nominating a Special Jury; and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts; and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties, and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty in the Manner used and accustomed by the proper Officers of the Superior Courts.

Deficiency of Jurymen.

CLXXVI. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury, and such Trial shall be attended in all respects with the like Incidents and Consequences as herein-before provided in the Case of a Trial by Common Jury.

Other Inquiries before same Special Jury by Consent.

CLXXVII. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

Special Jurymen not to attend more than once.

CLXXVIII. And be it enacted, That no Special Juryman shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than once in any Year.

Reference of Dispute as to Compensation to Justices.

CLXXIX. And with respect to any such Question of disputed Compensation, or other Matter of Difference by this Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect of any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof, and in de-

fault of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

Company empowered to purchase the Interest in Lands the Purchase whereof may have been omitted by Mistake.

CLXXX. And be it enacted, That if at any Time after the Company shall have entered upon the Lands which under the Provisions of this Act they were authorized to purchase, and which shall be permanently required for the Purposes of the Waterworks, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands; provided, within Six Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall be disputed, then within Six Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the Mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such Mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as according to the Provisions of this Act the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Lands to be estimated.

CLXXXI. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any Mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate or Interest, and Profits, without regard to any Improvements or Works made in the said Lands by the Company, and as though the Waterworks had not been constructed.

Company to pay the Costs of Litigation as to such Lands.

CLXXXII. And be it enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

CLXXXIII. And

Company not to be entitled to Minerals.

CLXXXIII. And with respect to any Mines of Coal, Ironstone, Lime, Slate, or other Minerals under any Lands purchased by the Company, be it enacted, That the Company shall not be entitled to any such Mines or Minerals, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the Waterworks, unless the same shall have been expressly purchased; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly named therein, and be thereby conveyed.

Power to Owners of intersected Lands to insist on Sale.

CLXXXIV. And with respect to any such Lands which shall be so cut through and divided by the Waterworks as to leave, either on both Sides or on one Side thereof, a less Quantity of Land than Half a Statute Acre, be it enacted, That if the Owner of any such Land, not being situate in a City or Town, or built upon, require the Company to purchase any such small Parcel of Land along with the other Land required for the Purposes of this Act, the Company shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left, into which the same can be thrown; and if such Owner have any other Land so adjoining he may require the Company, at their own Expence, to throw the Piece of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same, in a sufficient and workmanlike Manner.

Parties not to be required to sell Part of a House.

CLXXXV. And be it enacted, That no Party shall at any Time be required to sell or convey to the Company a Part only of any House or other Building or Manufactory if such Party be willing to sell and convey the whole thereof.

Power to redeem Mortgages.

CLXXXVI. And with respect to any such Lands which shall be subject to any Mortgage, be it enacted, That the Company may purchase or redeem the Interest of the Mortgagee of such Lands, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right, or in Trust for any other Party, and whether he be in Possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of this Act; and in order thereto the Company may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct; or the Company may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Company

pany to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct.

Deposit of Mortgage Money on Refusal to accept Redemption.

CLXXXVII. And be it enacted, That if in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Company, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Company, at any Time after such Failure, to pay into the Bank of *England* in the Manner provided by this Act in Cases of Money directed to be deposited in such Bank, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in Trust for him, or for whom he may be a Trustee in such Lands, shall vest in the Company, and they shall be deemed to be in the actual Possession thereof in case such Mortgagee were himself entitled to such Possession.

Sum to be paid when Mortgage exceeds Value of Lands.

CLXXXVIII. And with respect to any such mortgaged Lands which shall be of less Value than the Principal, Interest, and Costs secured thereon, be it enacted, That the Value of such Lands, or the Compensation to be made by the Company in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend; and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Company, or as they shall direct.

Deposit of such Money when refused on Tender.

CLXXXIX. And be it enacted, That if upon such Payment or Tender as aforesaid being made any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a Title thereto to the Satisfaction of the Company, then they may pay the Amount of such Value or Compensation into the Bank of *England* in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon; and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him, shall become absolutely vested in the

Company, and they shall be deemed to be in the actual Possession thereof, in case such Mortgagee were himself entitled to the Possession thereof; nevertheless, all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

Sum to be paid where Part only of mortgaged Lands taken.

CXC. And with respect to any such mortgaged Lands of which only a Part shall be required for the Purposes of this Act, be it enacted, That if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof, or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation being so agreed upon or determined shall be paid by the Company to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend; and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands, the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee; and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Company, at their Expence, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Deposit of such Money when refused on Tender.

CXCI. And be it enacted, That if upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined such Mortgagee shall fail to convey or release to the Company, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Company, it shall be lawful for the Company to pay the Amount of such Value or Compensation into the Bank of *England* in the Manner required by this Act in the Case of Monies required to be deposited in such Bank; and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all Money due thereon; and thereupon such Lands shall become absolutely vested in the Company as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him; and in case such Mortgagee were himself entitled to such Possession, they shall be deemed to be in the actual Possession thereof; nevertheless, every such Mortgagee shall have the same Powers and

Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof (as the Case may be), and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of this Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

Release of Lands from Rent-charge.

CXCII. And with respect to any such Lands which shall be charged with any Rent Service, Rent-charge, or chief or other Rent, or other Payment or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Charge respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of Part of Lands from Charge.

CXCIII. And be it enacted, That if Part only of the Lands charged with any such Rent Service, Rent-charge, chief or other Rent, Payment or Incumbrance, be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by Agreement between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement, the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with the Consent of the Owner of the Lands so jointly subject, such Owner not being under legal Disability or Incapacity, the Party entitled to such Charge may release therefrom the Lands required, on condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Deposit in case of Refusal to release.

CXCIV. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid, such Party shall execute to the Company a Release of such Charge; and if he fail so to do, or if he fail to adduce a good Title to such Charge to the Satisfaction of the Company, they shall pay the Amount of such Compensation into the Bank of *England* in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank; and thereupon the Rent Service, Rent-charge, chief or other Rent, Payment or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

Charge to continue on Lands not taken.

CXCV. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands for the whole or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if upon any such Charge

or

or Portion of Charge being so released the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

Where Part only of Lands under Lease taken, the Rent to be apportioned.

CXCVI. And with respect to any such Lands which shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement between the Parties, such Apportionment shall be settled by Two Justices; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act, in the same Manner as they would have done in case such Part of the Land had been included in the Lease.

Tenants to be compensated.

CXCVII. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Tenants at Will or from Year to Year to cede Possession on Six Months Notice.

CXCVIII. And with respect to any such Lands which shall be in the Possession of any Person having no greater Interest therein than as Tenant at Will, or Lessee for a Year, or from Year to Year, be it enacted, That at the Expiration of Six Months after receiving Notice to that Effect from the Company, or at any other Time, when required, after the Expiration of such Period, all such Persons shall respectively deliver up to the Company, or to the Person appointed by them to take possession thereof, any such Lands in their Possession required for the Purposes of this Act; and any such Notice shall be effectual, whether it be given with reference to the Time of the Commence-

Commencement of such Tenants holding or not, and whether such Notice be given before or after the Purchase of such Lands by the Company.

Compensation to such Tenants.

CXCIX. Provided always, and be it enacted, That if any such Person as last aforesaid be required to give up Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, or if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by Two Justices, in case the Parties differ about the same.

On Refusal, Sheriff to give Possession.

CC. And be it enacted, That if any such Person refuse to give up such Possession it shall be lawful for the Company, after making Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to issue their Precept, under their Common Seal, to the Sheriff, to deliver up Possession of such Lands to the Person in such Precept nominated to receive the same; and upon the Receipt of such Precept the Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred in the issuing or Execution of such Precept, to be settled by the Sheriff, and if, on Demand, he fail to pay the same, they shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Production of Leases.

CCI. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands, the Company may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Company, such Lease or Grant, or the best Evidence thereof, be not produced within a reasonable Time, the Party so claiming Compensation shall be considered as a Tenant holding from Year to Year, and be entitled to Compensation accordingly.

Compulsory Purchase limited for Three Years.

CCII. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Lands not wanted to be sold.

CCIII. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of this Act, but which shall not be required for the Purposes thereof, be it enacted, That the Company shall sell all such superfluous Lands in such Manner as they may deem most advantageous, and convey the same to the Purchasers thereof by Deed under the Common Seal of the Company; and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such

Sales and Conveyances shall take place within Ten Years after the passing of this Act.

Lands not so sold to vest in Owners of adjoining Lands.

CCIV. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands to be offered to original or adjoining Owners.

CCV. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed; or if such Person refuse to purchase the same, or cannot be found, then the like Offer shall be made to the Person or to the several Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Persons being capable of entering into a Contract for the Purchase of such Lands; and where more than One such Person shall be entitled to such Right of Pre-emption, such Offer shall be made to such Persons in succession one after another in such Order as the Company shall think fit.

Right of Pre-emption to be claimed within Sixty Days.

CCVI. And be it enacted, That if such respective Persons be desirous of purchasing such Land, then within Sixty Days after such Offer of Sale they shall signify their Desire in that Behalf to the Company, or if they decline such Offer, or if for Sixty Days they neglect to signify their Desire to purchase such Lands, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer shall cease; and thereupon a Declaration in Writing, made before a Justice by some Person not interested in the Matter in question, stating that the Person or all the Persons entitled to the Right of Pre-emption were out of the Country, or could not be found, or were not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made and was refused, or not accepted within Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence of the Facts therein stated.

Proviso as to Sale of Lands within a Town.

CCVII. Provided always, and be it enacted, That in any Case in which the Company shall have purchased or acquired any House or Land within any Town it shall be lawful for the Company absolutely to sell and dispose of all or any Part of such House or Land to such Person and in such Manner as the Company shall think proper, without being required previously to offer to sell the same to the Persons whose Lands adjoin thereto.

Difference as to Price to be settled as in other Cases.

CCVIII. And be it enacted, That if any Person entitled to such Pre-emption be desirous of purchasing any such Lands, and such Person and the Company do not agree as to the Price thereof, then such Price shall be ascertained as in other Cases of disputed Compensation; and upon Payment or Tender to the Company of the Purchase Money so agreed upon or determined they shall convey such

Lands to the Party so entitled to purchase the same; and every such Conveyance shall be effectual for vesting the Lands comprised therein in the Purchaser thereof for the Estate which shall so have been purchased by him, and the Money produced by the Sale of such Lands shall be applied by the Company for the Purposes of the Works.

Effect of the Word "grant" in Conveyances.

CCIX. And be it enacted, That in every Conveyance of Lands to be made by the Company under this Act the Word "grant" shall operate as express Covenants by the Company for themselves and their Successors, with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, and Assigns of such Grantees, according to the Quality or Nature of such Grants, and of the Estate or Interest therein expressed to be thereby conveyed, as follows, except so far as the same shall be restrained or limited by express Words contained in any such Conveyance; (that is to say,)

A Covenant that, notwithstanding any Act or Default done by the Company, they were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them:

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Company and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Company and their Successors from all Incumbrances created by the Company:

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Company or their Successors, and all other Persons claiming under them:

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may in all Actions brought by them assign Breaches of Covenants as they might do if such Covenants were expressly inserted in such Conveyances.

Power to purchase Lands required for additional Reservoirs, &c.

CCX. And be it enacted, That for any of the following Purposes it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them, to contract with any Party willing to sell the same for the Purchase of any Land, not exceeding in the whole Fifty Acres, to be taken and used in such Places as shall be deemed eligible for the Purpose of obtaining Water from Springs, or of protecting such Springs from Injury or Deterioration, or of making and providing additional Reservoirs, Tanks, Aqueducts, and other Buildings and Conveniences, or for making convenient Roads or Ways to the said Works, or for any other Purpose connected with the said Works, which the Company may think beneficial to the Undertaking; and it shall be lawful for all Parties who, under the Provisions herein-

herein-before contained, would be enabled to sell and convey Lands required for the said Undertaking, to sell and convey Lands required for any such additional Purpose as aforesaid.

Company may sell, and to re-purchase other Lands.

CCXI. And be it enacted, That it shall be lawful for the Company to sell the Lands which they at any Time shall have acquired, or any Part thereof, in such Manner, and for such Considerations, and to such Persons, as the Company may think fit, and again to purchase other Lands for the like Purposes, and afterwards sell the same, and so from Time to Time; but the total Quantity of Land to be held at any one Time by the Company for the Purposes last aforesaid shall not exceed Fifty Acres, in addition to the Lands occupied by their Pipes, Aqueducts, Reservoirs, and other Works.

Restraint on Purchase from incapacitated Persons.

CCXII. And be it enacted, That the Company shall not by virtue of the Power to purchase Land for additional Purposes purchase more than Fifty Acres from any Party under legal Disability, or who would not be able to sell and convey such Lands except under the Powers of this Act; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the Whole or any Part of the Land so purchased, it shall not be lawful for any Party, being under legal Disability, to sell to the Company any other Lands in lieu of the Land so sold or disposed of by the Company.

Land Tax to be made good.

CCXIII. And for the Purpose of providing against Deficiencies in the Assessments for Land Tax, occasioned by the making of the Works hereby authorized, be it enacted, That if the Company become possessed, by virtue of this Act, of any Lands charged with the Land Tax, they shall from Time to Time, until the Works shall be completed and assessed to such Land Tax, be liable to make good the Deficiency in the Assessments for Land Tax arising within any of the said Townships by reason of the said Lands having been taken or used for the Purposes of this Act, and such Deficiency shall be computed according to the Rental at which such Lands, with any Building thereon, were valued or rated at the Time of the passing of this Act; and on Demand of such Deficiency the Treasurer shall pay all such Deficiencies to the Collector of the said Assessments; nevertheless, if at any Time the Company think fit to redeem such Land Tax, they may do so in accordance with the Powers in that Behalf given by the Acts for the Redemption of the Land Tax.

Plans and Books of Reference to be kept by the Clerk of the Peace.

CCXIV. And whereas Plans and Sections describing the Line and Levels of the intended Channels, Cuts, and Aqueducts, and the Lands through which the same are intended to be carried, and the Situation of the Reservoirs and Works to be maintained, made, and enlarged, and the Lands within and from which Water is intended to be collected, diverted, and obtained, and Books of Reference containing Lists of the Owners, Lessees, and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace of the County of *Lancaster;* be it enacted, That such Plans and Sections shall be kept by the Clerk of the Peace for the said County, and such Clerk of the Peace shall permit all Persons to inspect the same at seasonable Times,

Times, and shall make out Copies and Extracts therefrom for all Persons requiring the same, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words copied.

Errors and Omissions to be corrected.

CCXV. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands described in the said Plans, or in the said Books of Reference, or in the Schedule hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of Two Justices, and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the said Clerk of the Peace, and a Copy thereof with the Clerk of the Parish of *Bolton-le-Moors;* and such Certificate and Copy respectively shall be kept by such Clerk of the Peace and Clerk of the Parish repectively along with the Documents to whch they relate; and thereupon such Document, or the Schedule to this Act, shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Works in accordance with such Certificate.

Copies of Plans, &c. to be Evidence.

CCXVI. And be it enacted, That true Copies of such Plans and Books of Reference, or of any Correction thereof, or Extracts therefrom, certified by such Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Power to enter on Lands and construct Works.

CCXVII. And for the better effecting the Purposes aforesaid, be it enacted, That it shall be lawful for the Company, subject to the Provisions and Restrictions herein contained, to enter into any Lands and other Places mentioned in the said Plans and Book of Reference, and to take Levels of the same, and to set out such Parts thereof as they shall think necessary for the Works hereby authorized, and to dig and break up the Soil of such Lands, Waters, and Places, and to trench and sough the same, and to drive Tunnels, lay down Pipes, make and construct underground Works, Conduits, Aqueducts, and Catch-water Drains, sink Wells and Shafts, and to remove or use all Soil, Trees, or other Things dug or gotten out of the same, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making satisfaction in manner herein mentioned to all Persons interested in any Lands used for the Purposes of this Act, or which may be injured by the Execution of the Powers hereby granted.

Company empowered to take Springs, &c.

CCXVIII. And be it enacted, That (subject to the Provisions and Restrictions herein contained, and doing as little Damage as may be in the Execution of the Powers hereby granted, and making satisfaction to the Person or Persons entitled thereto for any Damage that may be done to the Surface of the Lands,) it shall be lawful for the Company from Time to Time to search for, collect, obtain, divert, and alter the

Course of and to take the several Streams, Springs, and Waters hereinafter mentioned; (that is to say,) all the Spring, Surface, and Flood Waters in certain Lands in the Townships of *Sharples* and *Little Bolton* aforesaid which are coloured Green, and numbered respectively 8, 9, 14, 21, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 44, 45, and 46, on one of the said Plans of the Reservoirs and Works by this Act authorized to be maintained, made, and enlarged, deposited at the Office of the said Clerk of the Peace, and which said Lands lie above the *Sharples* and *Hoghton* Turnpike Road, and are situate between the Stone Quarry at a Place known by the Name of *Horrock's Fold* and a Brook known by the Name of the *Three Nooked Shay Brook*, including also the said last-mentioned Brook and the Waters thereof; also the Spring, Surface, and Flood Waters which naturally flow into the said *Three Nooked Shay Brook* from certain Land in the Township of *Sharples* which is numbered 7, and also coloured Green on the said Plan, and is bounded in manner following; (that is to say,) on the North-west Side thereof, in one Part by a straight Line extending in *Folds Pastures* from the Boundary between the Townships of *Sharples* and *Halliwell*, and cutting a Point opposite to and being Two hundred Yards from a Place called *The Scar* in the Line or Course of the said *Three Nooked Shay Brook*, and marked on the said Plan, and in other Part by a Stone Wall, situate on *Folds Pastures* aforesaid, extending to the said *Sharples* and *Hoghton* Turnpike Road; on the South-easterly Side thereof, by the said Brook extending between the said Townships Boundary and the said Turnpike Road; on the North-easterly Side thereof, in Part by the said Turnpike Road, and in other Part by a Stone Wall situate on *Folds Pastures* aforesaid, as the same is marked on the said Plan; and on the South-westerly Side thereof by the said Townships Boundary; but it shall not be lawful for the Company to enter upon, interfere with, or do any Act within or upon any Part of the said Land numbered 7.

Owner of certain Land may adopt Means for preventing the flowing of certain Water.

CCXIX. Provided always, and be it enacted, That it shall be lawful for the Owner for the Time being of the Land lying North-westward or Northward of the said Land numbered 7, but without Prejudice to the Rights of any other Person, to use any Means he may think proper within such Land lying North-westward or Northward of the said Land numbered 7, for the Purpose of withdrawing the Water from the said Land numbered 7, or for preventing any Water from flowing unto the same; but it shall not be lawful for such Owner to do, or cause or permit to be done, any Act within, upon, or under any Part of the said Land numbered 7, that will prevent all or any Part of the Spring, Surface, or Flood Waters therein or thereon from flowing into the said *Three Nooked Shay Brook* (except in exercising the Rights herein-after reserved to such Owner).

Company to permit surplus Water to flow down the Brook.

CCXX. And be it enacted, That the Company shall permit all such Water in the said *Three Nooked Shay Brook* as shall not be conveyed into their Reservoir marked Number 1. on the said Plan, or the Reservoir partly made adjoining thereto, to flow down the said Brook; and also make and maintain a Waste-water Gate from each of the said Reservoirs into that Part of the said Brook which lies below their said Reservoirs, and cause to flow down the same Water Gates all the waste Water that may run or flow from their said

Reservoirs, or either of them; but the Company shall not be liable to make or maintain any Work connected with the said Water Gates beyond such Water Gates respectively.

Limiting the Interference by Company with Three Nooked Shay Brook.

CCXXI. And be it enacted, That in exercise of the Powers hereby granted it shall not be lawful for the Company to do any Act (except the making and maintaining of the Reservoir now in use numbered 1. on the said Plan, and the Reservoir adjoining the same now partly made,) that may impede, prejudice, inconvenience, or injure the future workings of the Mines, Minerals, Delfs, or Quarries in any Land claimed to belong to the Reverend *Henry Wright* Clerk, nor to make any Reservoir or Dam upon any Part of the said *Three Nooked Shay Brook*, except such Catch-water Dams as shall be necessary for effectually conveying the Water from the said Brook into the Reservoirs of the Company: Provided always, that in the Construction of such Catch-water Dams they shall be so placed and formed as not to cause the Water of the said Brook to back up into or interfere with any Stone Quarries or Beds of Stone on any Land claimed to belong to the said *Henry Wright*.

Power for the Company to take the Water arising from the working of the Mines, &c.

CCXXII. And be it enacted, That it shall be lawful for the Company from Time to Time to divert and take all Water arising, issuing, or raised from the working of any Mines, Minerals, Delfs, or Quarries within any Part of the said Lands from which Water is hereby authorized to be collected or diverted, or within any Part of the said Land numbered 7, except that it shall be lawful for the Owner and Occupier of any Mine, Delf, or Quarry to retain and use for the Purpose of working any Steam Engines employed in or about the same, or for his or their Cattle, or for his or their domestic Purposes, any Water so arising, issuing, or raised from such Mines, Delfs, or Quarries as aforesaid.

Restrictions on the Company as to underground Works on certain Land, &c.

CCXXIII. Provided always, and be it enacted, That in the Exercise of the Powers hereby granted it shall not be lawful for the Company to sink or make in any Land claimed to belong to the said *Henry Wright*, or in any Land lying Northward or North-westward of *North Brook* or *North Dingle Brook*, any underground Work lower than the Level of the Bed of their present Reservoir, numbered One on the said Plan, except that in certain Land situate at the South-easterly End of the said last-mentioned Reservoir the Company may drive a Tunnel to the Level of the Bed of the Reservoir now partly made by them adjoining the last-mentioned Reservoir.

Reserving Power to the Owner of Land to work Mines, &c.

CCXXIV. Provided always, and be it enacted, That nothing herein contained shall extend to prevent the Owner for the Time being of any Land marked or described on the said Plan from working any Mines, Minerals, Delfs, or Quarries under any Part of such Land, or from leading or carrying away the Produce of such Mines, or from making Pits, Shafts, Pit-rooms, Heap-rooms, Drifts, Levels, Stumps, or Watercourses, or erecting and using Fire Engines and other Engines, and using Water for such Engines, and all other Matters and Things now in use or hereafter to be invented for working such Mines, Minerals, Delfs, or Quarries, or from leading or carrying away the Produce of such Mines, Minerals, Delfs, or Quarries, or from selling

or disposing of the Produce of the same, or from conveying, in reasonable Quantities, the Rubbish and waste Materials arising from the working of such Mines, Minerals, Delfs, or Quarries into the said *Three Nooked Shay Brook*, provided Ninety-six Hours previous Notice of the Intention to convey such Rubbish and waste Materials be given in Writing to the Clerk or Agent of the Company: Provided nevertheless, that in the Exercise of any of the Powers vested in such Owner, or hereby reserved to him, of working such Mines, Minerals, Delfs, and Quarries, or connected therewith, it shall not be lawful for such Owner, or his Lessee or Tenant, to destroy, damage, or injure the Reservoir numbered One on the said Plan, or the Reservoir adjoining thereto.

Power to the Company to enter and inspect the working of Mines.

CCXXV. And for better ascertaining whether any such Mines are being worked, or about to be worked, so as to damage the said Reservoirs of the Company marked Number One on the said Plan, and the Reservoir partly made adjoining thereto, or either of them, be it enacted, That it shall be lawful for the Company from Time to Time, after giving Twenty-four Hours Notice in Writing, to enter upon any Lands through or near which the said Works are situate, and wherein any such Mines are being worked, or are supposed so to be, and to enter into and return from any such Mines or the Works connected therewith; and for that Purpose it shall be lawful for them to make use of any Apparatus or Machinery belonging to the Owners, Lessees, or Occupiers of such Mines, and to use all necessary Means for discovering the Distance from their Works to the Parts of such Mines which may be being worked, or be about so to be.

If Mines improperly worked, Support to be made.

CCXXVI. And be it enacted, That if it appear that any such Mines have been worked, or are about to be worked, so that Damage or Injury to the said last-mentioned Reservoirs might be done or occasioned thereby, the Company may give Notice to such Owners, Lessees, or Occupiers to adopt the necessary Means, and to construct the requisite Supports, for making safe the said Reservoirs of the Company, and preventing any Injury thereto; and if after such Notice any such Owner, Lessee, or Occupier do not forthwith proceed to construct the necessary Support for making safe the said Reservoirs of the Company, the Company may themselves construct such Supports, and all necessary Works connected therewith, and recover the Expence thereof from such Owner, Lessee, or Occupier by Action in any of the Superior Courts.

Company to provide Cisterns for the Use of Cattle.

CCXXVII. And be it enacted, That the Company shall and they are hereby required to provide a reasonable Number of open Cisterns, and keep in them a constant Supply of good Spring Water for the Use of Cattle, and for domestic Purposes, in suitable Situations on the Lands on the higher Side of the said *Sharples* and *Hoghton* Turnpike Road, within and upon which the Company may enter for the Purposes of taking Water; and it shall be lawful for the Owner for the Time being of such Land, his Lessees and Tenants, to take and use such Water, as also any other Water arising or being on such Land for his and their Cattle, and for his and their domestic Purposes, but not in any Case to be used as Power to any Machine, unless used for the Purpose of working Steam Engines as herein-before mentioned: Provided

vided always, that it shall not be lawful for such Owner, his Lessees or Tenants, to commit any wilful Damage or Obstruction to any Water the Company have a Right to take, use, or enjoy, except so far as may be necessary for the due Exercise of the Powers herein granted or reserved.

Land Owners may make Drains.

CCXXVIII. Provided always, and be it enacted, That nothing herein contained shall be construed to prevent the Owner or Occupier of any Land from making or constructing any Drains or Soughs therein for the Improvement of the same, but without Prejudice to the Powers, Liberties, and Privileges vested in or granted to the Company by this Act, or to the Rights of any other Person.

Company not to deviate from the Section, and not more than One hundred Yards from the Line on the Plan.

CCXXIX. And be it enacted, That the Company, in maintaining, making, and enlarging the Works hereby authorized, shall not deviate from the Section deposited with the Clerk of the Peace, or to any greater Distance than One hundred Yards from the Line or Situation of the said Works delineated in the said Plans, and no Deviation shall extend beyond the Limits of Deviation marked on the said Plans, without the previous Consent in Writing of the Owner of the Land into which such Deviation shall be made, nor into the Lands of any Person not mentioned in the said Books of Reference, without his previous Consent in Writing, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided.

Houses and inclosed Grounds not to be taken unless specified in Schedule.

CCXXX. And be it enacted, That the Company shall not take or injure any Property of the following Kinds, except such as shall be specified in the Schedule (K.) to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified according to the Provisions herein-before contained to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty-two, or any Ground on or before that Day inclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk or Avenue to a House.

Company empowered to construct Waterworks, &c.

CCXXXI. And be it enacted, That it shall be lawful for the Company, subject to the Restrictions herein contained, from Time to Time to maintain, make, enlarge, construct, lay down, alter, or discontinue such Waterworks, Steam Engines, Water-wheels, Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Waste Gates, Stopgates, Stopcocks, Sluices, Banks, Bridges, Pipes, Tunnels, Machinery, Houses, Buildings, and other Works, upon the Lands, Streams, and Waters hereby authorized to be taken by the Company as they shall think proper, for supplying the Inhabitants within the Limits of this Act with Water.

Company to enlarge and maintain Belmont Reservoir,

CCXXXII. And for the Purpose of providing a Supply of Water to the Owners and Occupiers of certain Estates, Mills, and Works which are now in part supplied with Water from the Streams, Springs, and Waters by this Act authorized to be diverted and taken by

by the Company, be it enacted, That it shall be lawful for the Company and they are hereby required, within the Space of Two Years from the passing of this Act, to enlarge a certain Reservoir called *Belmont* Reservoir, situate in the Townships of *Sharples* and *Longworth*, in the said Parish of *Bolton-le-Moors*, and to raise the present Embankment of the said Reservoir, so that Water may be impounded in the said Reservoir to the Height of Sixteen Feet above the present Top-water Level of the same, and to alter and lay Pipes, drive Tunnels, erect and construct Waste Weirs, and make and execute all other Works necessary for the Completion of the said Embankment and Reservoir; and the Company are hereby authorized and required from Time to Time to maintain and repair the said Reservoir and the Works appertaining thereto.

and raise the Embankment thereof,

CCXXXIII. And be it enacted, That the Embankment of the said *Belmont* Reservoir and the Works appertaining thereto shall be raised and executed to the Satisfaction of the President for the Time being of the Institution of Civil Engineers.

to the Satisfaction of the President of Civil Engineers.

CCXXXIV. And be it enacted, That the Company shall, at their own Expence, immediately after the passing of this Act, erect and set up and for ever maintain in the Goit or Mill Race leading from the said *Belmont* Reservoir to the Cotton Mill at *Belmont* in *Sharples* aforesaid, now occupied by *Robert Orrell* at a Place within Two hundred Yards of the Embankment of the *Belmont* Reservoir, a Gauge of suitable Materials and Construction, through or over which all the Water from Time to Time drawn from the said *Belmont* Reservoir into the said Goit or Mill Race shall pass; and it shall be lawful for the respective Owners and Occupiers of Falls on the Stream below the said Reservoir to have free Access at all Times, by themselves, their Agents or Servants, to the said Gauge, for the Purpose of measuring or testing the Quantity of Water from Time to Time passing through or over the same.

The Company to set up a Gauge.

CCXXXV. And be it enacted, That from and after the passing of this Act, and until the Expiration of Twelve Months from the Period when the Embankment of the said *Belmont* Reservoir shall have been raised and completed as aforesaid, the Company shall and they are hereby empowered and required to cause a Supply of Water to be drawn from and to flow out of the said *Belmont* Reservoir into the said Goit or Mill Race leading to the said Cotton Mill in the Occupation of *Robert Orrell*, at the Rate of not less than Eight Cubic Feet of Water per Second of Time during Twelve Hours of every working Day, (that is to say,) during Twelve of the Hours between Five of the Clock in the Morning and Eight of the Clock in the Evening of every such Day, provided there shall be from Time to Time sufficient Water for that Purpose.

Supply to be drawn from Reservoir until Embankmen raised.

CCXXXVI. And be it enacted, That until the Expiration of the said Twelve Months it shall be lawful for the Owner for the Time being of a certain Estate called *Folds* and of the Cotton Mills on a certain Estate called *Belmont*, situate in *Sharples* aforesaid, and any Person by his Authority, to draw from the said *Belmont* Reservoir into

Further Supply until Reservoir raised.

into the said Goit or Mill Race leading to the said Cotton Mill in the Occupation of *Robert Orrell* any additional Quantity of Water during the aforesaid Twelve Hours of any working Day, but so nevertheless as not to endanger the Supply of Eight Cubic Feet of Water *per* Second of Time as aforesaid.

Supply of Water after Reservoir raised.

CCXXXVII. And be it enacted, That after the Expiration of Twelve Months from the Period when the Embankment of the said *Belmont* Reservoir shall have been raised and completed as aforesaid the Company shall and they are hereby empowered and required to cause a Supply of Water to be drawn from and to flow out of the said *Belmont* Reservoir into the said Goit or Mill Race, at the Rate of not less than Fifteen Cubic Feet of Water *per* Second of Time during the aforesaid Twelve Hours of every working Day, provided there shall be from Time to Time sufficient Water for that Purpose.

Further Supply after Expiration of Six Years from the Enlargement of Reservoir.

CCXXXVIII. Provided always, and be it enacted, That after the Expiration of Six Years from the Period when the Embankment of the said *Belmont* Reservoir shall have been raised and completed as aforesaid it shall be lawful for the Owner for the Time being of the Estate called *Folds* and of the Cotton Mills on the said Estate called *Belmont*, and any Person by his Authority, to draw from the said *Belmont* Reservoir into the said Goit or Mill Race any additional Quantity or Quantities of Water during the aforesaid Twelve Hours of any working Day, but so nevertheless as not to endanger the Supply of Fifteen Cubic Feet of Water *per* Second of Time as aforesaid.

Limiting Quantity of Water to be drawn off beyond Sixteen Feet without Consent of Owner of Belmont and Folds Estate.

CCXXXIX. And be it enacted, That after the Expiration of Six Years from the Period when the Embankment of the said *Belmont* Reservoir shall have been raised and completed as aforesaid no greater Quantity or Quantities of Water shall be drawn from the said *Belmont* Reservoir than Sixteen Cubic Feet of Water *per* Second of Time during the aforesaid Twelve Hours of every working Day, without the Consent from Time to Time of the Owner for the Time being of the said Estate called *Folds* and of the Cotton Mills on the said Estate called *Belmont*, and which Consent may from Time to Time be revoked and renewed; nor shall any Water be drawn from the said Reservoir between Eight of the Clock of the Evening and Five of the Clock in the Morning, nor on any *Sunday*.

Company may draw off Water for repairing Belmont Reservoir.

CCXL. And be it enacted, That notwithstanding any thing herein contained it shall be lawful for the Company, their Agents, Servants, and Workmen, to draw off the Water from the said *Belmont* Reservoir when and so often and to such Extent as it shall be necessary for the Purpose of enlarging, repairing, and keeping in repair the said Reservoir, and the Dams, Water-gates, Pipes, and other Works appertaining thereto, the Company doing no unnecessary Damage thereby, and making and completing all such Repairs with reasonable Despatch.

CCXLI. And

Company to make Compensation to Mill Owners in case of deficient Supply.

CCXLI. And be it enacted, That if at the Expiration of Five Years after the said Embankment shall have been raised and completed for Twelve Months as aforesaid it shall appear that the Quantity of Water discharged from the said Reservoir into the said Goit or Mill Race shall, upon the Average of such Five Years, have been less than after the Rate of Fifteen Cubit Feet *per* Second of Time during Twelve Hours of every working Day as aforesaid, the Company shall be deemed to have permanently abstracted from the said Owners and Occupiers of the said Estates, Mills, and Works, without Compensation, such Quantity of Water as shall be so deficient; and the Company shall be liable to compensate the said Owners and Occupiers for such Deficiency, and the same shall be deemed to be a Case of disputed Compensation arising under this Act: Provided always, that during the Period of Five Years after the said Embankment shall have been raised and completed for Twelve Months as aforesaid, no greater Quantity of Water drawn by the Company from the said *Belmont* Reservoir than Twenty Cubic Feet of Water *per* Second of Time during the aforesaid Twelve Hours of any working Day shall be taken into account in forming the aforesaid Average.

Reserving Right of Fishing, &c. on the Reservoir.

CCXLII. And be it enacted, That the Owner for the Time being of the said Estates called *Belmont* and *Folds*, and any Person authorized by him, shall have the exclusive Right of fishing, fowling, and sporting, and of using Boats, within or upon the said *Belmont* Reservoir.

Company to make Roads.

CCXLIII. And be it enacted, That the Company shall and they are hereby authorized and required, immediately after the passing of this Act, and previously to the Enlargement of the said *Belmont* Reservoir, to divert the *Sharples* and *Hoghton* Turnpike Road in *Sharples* aforesaid in the Line marked and described on one of the said Plans, and to make such Diversions of the said Road of such Width, and of such Height above the Top-water Level of the said Reservoir, and in such Manner and Form, and to make such Fences on the Sides thereof, as the Surveyor of the said Turnpike Road shall think requisite, and to complete the same in a substantial and workmanlike Manner to the Satisfaction of the said Surveyor; and also to make in a substantial and workmanlike Manner an Occupation Road Four Feet above the said Top-water Level, and of the Width of Eighteen Feet, exclusive of Two Feet Edgings on each Side thereof from the Lands of *William Hulton* Esquire, in *Longworth* aforesaid, to the *Sharples* and *Hoghton* Turnpike Road in the Line described on one of the said Plans, for the Use of the Owners and Occupiers of the Lands for the Time being of the said *William Hulton* in *Longworth* aforesaid, as a Foot and Carriage Way; the whole to be completed at the same Time as the Diversion of the *Sharples* and *Hoghton* Turnpike Road to the Satisfaction of the said *William Hulton*, or any competent Person he may appoint.

Embankment to be used as a Foot and Bridle Way by Owners, &c.

CCXLIV. And be it enacted, That at all Times hereafter (except so far as the temporary Works necessary for raising the Embankment of the said *Belmont* Reservoir shall impede the Passage thereof) it shall be lawful for the Owners and Occupiers for the Time being of the

of Lands of William Hulton.

the Lands of the said *William Hulton* in *Longworth* aforesaid, and they are hereby authorized, to use as a Foot and Bridle Way the said Embankment and the Road leading therefrom to the *Sharples* and *Hoghton* Turnpike Road; and that the Company shall effectually make, and for ever thereafter maintain in good Order, a sufficient and convenient Wooden Bridge to serve as a Foot and Bridle Way across the new Waste Weir, for the Use of the said Owners and Occupiers of Land in *Longworth* aforesaid.

Company not to take Springs in Great Bolton.

CCXLV. And be it enacted, That nothing in this Act contained shall authorize or empower the Company to use or to divert, turn away or injure, any Spring or Springs of Water arising or being within any Part of the Borough of *Bolton*, except such Water as shall be brought into the said Borough by virtue of this Act.

Compensation for Damage by breaking down of Works.

CCXLVI. And be it enacted, That the Company shall at all Times hereafter pay and make good to every Person whomsoever all Loss, Costs, Damages, and Expences whatsoever, and all Injury of what Nature or Kind soever, as well immediate as consequential, which he may sustain or be put unto in consequence of the breaking down of the Embankment of any of the Works hereby authorized to be maintained, made, or enlarged, or from the improper Construction of such Embankment and Works, or from any Accident in or to such Embankment or Works during the Construction thereof; and the same shall and may be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of the Superior Courts.

Power to break up Streets, &c.

CCXLVII. And be it enacted, That it shall be lawful for the Company to form, lay down, alter, repair, or remove, in or under any Street within the Limits of this Act, any Aqueducts, Conduits, Pumps, Pipes, Tunnels, and other Works of the Company, for the Purpose of supplying the Inhabitants within the Limits of this Act with Water, and for that Purpose to break up or open the Pavement or Soil of any such Street, and any public Sewer or Drain therein, they, the Company, doing as little Damage as may be in the Execution of the said Powers, and making Compensation for any Damage caused thereby in manner herein mentioned.

Notice to be served before breaking up Streets.

CCXLVIII. And be it enacted, That before any Street, public Sewer or Drain, shall be opened or broken up by the Company, for the Purpose of laying any Main Pipe, they shall give to the Persons under whose Control or Management such Street, Sewer, or Drain may be Notice in Writing of their Intention to open or break up the same Two Days before the Commencement of such Operation (except in Cases of Emergency arising from Defects in any of the Pipes or other Works or Apparatus, and then so soon after the Commencement of the Operation as may be practicable).

Streets to be broken up under Superintendence.

CCXLIX. And be it enacted, That, except as last aforesaid, every such Street, Sewer, or Drain shall be opened or broken up under the Superintendence of the Persons having the Control or Management of the same, or their Officer, and according to such Plan as shall be agreed upon between such Persons or their Officer and the Company,

Company, or in case of any Difference respecting such Plan, then according to such Plan as shall be determined by a Justice; and such Justice is hereby required, on the Application of the Company, to determine the Plan according to which such Street, Sewer, or Drain shall be opened or broken up, provided that Two Days Notice of the Time and Place at which such Determination is to be made shall be proved to have been served on the Person having the Control or Management of the Street, Sewer, or Drain proposed to be broken up: Provided always, that if the Person having such Control or Management as aforesaid shall neglect or refuse to superintend the opening of any such Street, Sewer, or Drain, after having had Notice of the Company's Intention as aforesaid, or shall not propose any Plan for breaking up or opening the same, the Company may perform the Work specified in such Notice without the Superintendence of such Person.

Streets broken up to be reinstated without Delay.

CCL. And be it enacted, That when the Pavement or Soil of any Street, or when any Sewer or Drain, shall be opened or broken up by the Company, they shall, with all convenient Speed, complete the Work on account of which the same shall be broken up, and fill in the Ground, and make good the Pavement or Soil, Sewer or Drain, so opened or broken up, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Soil shall be so opened or broken up to be fenced and guarded, and shall set up and maintain, upon or against the Part of the said Pavement or Soil so broken up or opened, a sufficient Light during every Night that such Pavement or Soil shall be continued open or broken up.

Penalty for Delay in reinstating the Street.

CCLI. And be it enacted, That if the Company shall open or break up any Street, Sewer, or Drain without giving such Notice as aforesaid, or shall break up any Street, Sewer, or Drain in any other Manner than such as shall be agreed upon or determined as aforesaid, except in the Cases in which the Company are hereby authorized to perform such Works without any Superintendence or Notice, or if the Company shall make any Delay in completing such Work, or in filling in the Ground, or making good the Pavement or Surface so opened or broken up, or in carrying away the Rubbish so occasioned as aforesaid, or in causing to be fenced, guarded, or lighted the Place where such Pavement or Surface shall have been broken up, they shall forfeit a Sum not exceeding Five Pounds for every such Offence, and they shall forfeit an additional Sum not exceeding the Sum of Forty Shillings for every Day that any such Delay as aforesaid shall continue after the Expiration of Twenty-four Hours from the Time that such Delay shall have commenced.

In case of Delay other Parties may reinstate and recover the Expences.

CCLII. And be it enacted, That if any such Delay as aforesaid shall take place, it shall be lawful for the Persons having the Control or Management of the Street, Sewer, or Drain in respect of which such Delay shall take place to cause the Matter or Thing so delayed to be done; and the Expence of doing the same, together with the Costs of recovering such Expence, shall be recovered from the Company in the same Manner as any Damages for the Recovery

of which no special Provision is made by this Act are hereby directed to be recovered; and the Money so recovered shall be applied by the Persons having the Control or Management of the Street for the Purposes of the same.

Power to Inhabitants to lay Service Pipes.

CCLIII. And be it enacted, That it shall be lawful for such of the Inhabitants within the Limits of this Act as shall be desirous of having Water from the Waterworks of the Company conveyed into their Premises to open, with the Consent of the Owners and Occupiers thereof, the Ground between the Main and Branch Pipes of the Company and their respective Houses, Buildings, and Premises, and to lay any Leaden or other Service Pipes with proper Stoptaps, Stopcocks, and other Taps from such Premises to communicate with the Main or Branch Pipes of the Company: Provided always, that every such Inhabitant shall, before he shall commence laying any Service Pipe to communicate with the Pipes of the Company, give to the Company Ten Days Notice of his Intention to do so.

Company to draw off Water for a certain Period to enable Inhabitants to lay Service Pipes.

CCLIV. And for the Purpose of enabling the Inhabitants within the Limits of this Act to make such Service Pipes to communicate with the Pipes of the Company, and to introduce Stoptaps and other Taps into the Service Pipes of such Inhabitants already laid or hereafter to be laid in any Dwelling House or other Place supplied with Water by the Company, and to repair the same Pipes and Taps, be it enacted, That the Company shall on the First *Wednesday* in every Month, during the whole of the Interval between the Hours of One and Six in the Afternoon, cause the Water to be effectually drawn off and stopped from flowing in any Pipes of the Company in such Street as any Inhabitant supplied or entitled to be supplied with Water for domestic Uses under this Act shall from Time to Time, by Notice in Writing left at the Office of the Company One clear Week at the least before any such First *Wednesday*, specify and reasonably require for any of the Purposes aforesaid.

Communication to be made under Superintendence of Company's Surveyor.

CCLV. And be it enacted, That before any Service Pipe is made to communicate with the Main or Branch Pipes of the Company the Inhabitant intending to lay such Service Pipe shall give Six Days Notice to the Company of the particular Day and Hour when such Pipe is intended to be made to communicate with the Pipes of the Company, and every such Service Pipe shall be so made to communicate under the Superintendence and according to the Directions of the Surveyor or other Officer appointed for that Purpose by the Company, unless such Surveyor or Officer shall not attend at the Time mentioned in the said Notice.

Bore of Service Pipes.

CCLVI. And be it enacted, That the Bore of any such Service Pipe as aforesaid shall not exceed Half an Inch, except with the Consent of the Company.

Occupiers of Dwelling Houses not to make Service Pipes to communicate

CCLVII. And be it enacted, That no Owner or Occupier of any Dwelling House or Part of a Dwelling House shall make any Service Pipe for such Dwelling House or Part of a Dwelling House to communicate with the Pipes of the Company, except he shall have paid in

in advance the Portion of the yearly Rent payable in respect of such Dwelling House hereby directed to be paid. until Water Rent paid.

CCLVIII. And be it enacted, That no Inhabitant within the Limits of this Act (except the Owner or Occupier of a Dwelling House or Part of a Dwelling House laying any Service Pipe for the Supply of Water to the same) shall make any Service Pipe to communicate with the Pipes of the Company, except he shall have agreed with the Company for a Supply of Water to his Buildings and Premises. Inhabitants not to make Communication before Agreement for Supply of Water.

CCLIX. And be it enacted, That it shall be lawful for any Person who shall have laid down any Pipe, or who shall have become entitled to the same, to remove the same, and the Cocks and other Apparatus belonging thereto, after having first given Fourteen Days Notice in Writing to the Company of his Intention so to do, and of the Time of such proposed Removal; and every such Person shall make Compensation to the Company for any Injury or Damage to their Pipes or Works which may be caused by such Removal: Provided always, that any Person removing such Pipe, Cock, or Apparatus without such Notice as aforesaid shall forfeit to the Company a Sum not exceeding Five Pounds over and above the Damage done. Removal of Service Pipes.

CCLX. And for the Purpose of enabling the Inhabitants within the Limits of this Act to lay down Service Pipes in any Streets within the same, and to repair, renew, and remove the same, be it enacted, That it shall be lawful for any such Inhabitant to open or break up the Pavement and Soil of any such Street as shall be between any Main or Branch Pipe of the Company and his House, Building, or Premises, and any Sewer or Drain therein, for any such Purpose as aforesaid, doing as little Damage as may be, and making Compensation for any Damage done in the Execution of any such Work: Provided always, that every such Inhabitant desiring to break up the Pavement or Soil of any Street, or any Sewer or Drain therein, shall be subject to the same Necessity of giving previous Notice, and be subject to the same Control, Restriction, and Provisions in and during the Time of breaking up the same, and for reinstating the same, and to the same Penalties for any Delay in regard thereto, as the Company are subject to by virtue of this Act. Power to Inhabitants to break up Pavements.

CCLXI. And be it enacted, That the Company shall, at the Request of the Owner or Occupier, furnish to every Occupier of a private Dwelling House or Part of a Dwelling House in any Street within the Limits of this Act, in which any Pipe of the Company shall be laid, a sufficient Supply of Water for the domestic Uses of every such Occupier, at a Rate *per Centum per Annum* not exceeding Seven Pounds upon the annual Rack Rent or Value of the Premises so supplied with Water: Provided nevertheless, that the Company shall not be entitled to receive from any such Owner or Occupier more than the Sum of Ten Pounds in any one Year for such Supply, nor shall the Company be obliged to furnish such Supply to any Owner or Occupier for any less Sum than after the Rate of Ten Shillings a Year when paid in advance, or at the Rates at which the Company are to supply Water.

Rate

Rate of Twelve Shillings a Year when in arrear: Provided also, that a Supply of Water for domestic Uses shall not include a Supply of Water for Baths, Closets, Horses, or Cattle, or for washing Carriages, or for any Trade or Business whatsoever.

Valuation to be according to the Rack Rent or Assessment to the Poor's Rate.

CCLXII. And be it enacted, That such Water Rates shall be paid by the Owner or Occupier requesting the Supply of Water, and shall be payable according to the annual Rack Rent or Value of the Premises if the same can be ascertained, and if the same cannot be ascertained, then according to the annual Value at which the Premises shall be assessed to the Poor's Rate.

Where several Houses supplied by One Pipe, each to pay.

CCLXIII. And be it enacted, That when several Houses or Parts of Houses in the Occupation of several Persons shall be supplied by one common Pipe, the several Owners or Occupiers of such Houses or Parts of Houses shall be liable to the Payment of the same Rates for the Supply of Water as they would have been liable to if each of such several Houses or Parts of Houses had been separately supplied with Water from the Works of the Company by a distinct Pipe.

Rates to be paid quarterly.

First Payment.

CCLXIV. And be it enacted, That the Rates payable to the Company for the Supply of Water to any Dwelling House or Part of a Dwelling House shall be paid in advance by equal quarterly Payments at the Four usual Feasts in the Year, namely, *Lady Day*, *Midsummer Day*, *Michaelmas Day*, and *Christmas Day*; and the first Payment shall be made at the Time at which the Service Pipe from such Dwelling House or Part of a Dwelling House shall be made to communicate with the Pipes of the Company, or at the Time when any Owner or Occupier of a Dwelling House or Part of a Dwelling House shall contract to take Water from the Company; and the Amount of such first Payment shall be such Proportion of a quarterly Payment as the Length of Time that shall intervene between such Day of Payment and the next quarterly Feast shall bear to a Quarter of a Year.

Parties removing to pay to the next Quarter Day.

CCLXV. And be it enacted, That the Owner or Occupier of any Dwelling House or Part of a Dwelling House liable to the Payment of any Rate for Water supplied under the Provisions herein-before contained, who shall remove from such Dwelling House or Part of a Dwelling House, or shall give Notice of his Intention to discontinue the Use of the Water supplied by the Company between any Two Feasts, shall pay the Water Rate in respect of such Dwelling House or Part of a Dwelling House becoming due on the Feast next following his quitting the same or giving such Notice.

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

CCLXVI. And be it enacted, That it shall be lawful for the Company to supply any Person with Water within the Limits of this Act for other than domestic Purposes, at such Rent, and upon such Terms and Conditions, as shall be agreed upon between the Company and the Person desirous of having such Supply of Water: Provided nevertheless, that it shall not be lawful for the Company to supply any Water under the Powers of this Clause, which shall be conveyed

beyond the Limits of this Act by means of any Canal Navigation, Aqueduct, Cut, Conduit, Pipe, Tunnel, or other Work or Device for the Transmission of Water, unless such Water shall ultimately be made to flow or fall into the River *Lever* at or above its Junction with the River *Croal*, nor shall it be lawful for the Company to supply any Water under the Powers of this Clause which by any Means whatever shall be made to drain in any other Channel than such as shall ultimately flow or fall into the said River *Lever* at or above its Junction with the said River *Croal*: Provided always, that notwithstanding any thing herein-before contained, the Company shall be empowered to supply Water at any Railway within the Limits of this Act for the ordinary Supply of locomotive Engines.

Recovery of Rates.

CCLXVII. And be it enacted, That if any Person supplied with Water by the Company shall neglect to pay any Water Rate or Rent due to them at any of the said Times of Payment thereof, it shall be lawful for the Company, or their Manager, or their Lessee, or any Person acting under the Authority of the Company or their Lessee, to stop the Water from flowing into the Premises of such Person, by cutting off the Service Pipe to such Premises, or by such Means as the Company or their Lessee shall think fit, and to recover the Rate or Rent due from such Person if less than Twenty Pounds, together with the Expences of cutting off the Water, and Costs of recovering the same Rate or Rent, by the same Means as any Damages for the Recovery of which no special Provision is contained in this Act are hereby directed to be recovered; or if the Rate or Rent so due shall amount to Twenty Pounds or upwards, it shall be lawful for the Company to recover the same, together with the Expences of cutting off the Water, in any of the Superior Courts, by Action of Debt or on the Case.

Power to lease the Water Rates.

CCLXVIII. And be it enacted, That it shall be lawful for the Company to lease to the Mayor, Aldermen, and Burgesses of the Borough of *Bolton*, and the said Mayor, Aldermen, and Burgesses of the said Borough are hereby empowered to take upon such Lease, the whole or any of the Works or other Property of the Company, and all or any of the Water Rates or Rents payable to the Company by virtue of this Act or otherwise for any Term of Years, and upon such Rents, Covenants, and Conditions as the Company, and the said Mayor, Aldermen, and Burgesses, shall think fit.

Corporation of Bolton not to sell without the Approbation of the Treasury.

CCLXIX. And be it enacted, That nothing in this Act contained shall enable the said Mayor, Aldermen, and Burgesses of the Borough of *Bolton* to alienate, encumber, or demise for the Purposes of this Act, without the Approbation of the Commissioners of Her Majesty's Treasury of the United Kingdom of *Great Britain* and *Ireland*, or any Three of them, any Lands, Tenements, or Hereditaments which they could not have sold, alienated, encumbered, or demised without such Approbation before the passing of this Act, any thing in this Act to the contrary notwithstanding.

Penalty for refusing a Supply of Water.

CCLXX. And be it enacted, That if the Company shall neglect or refuse to furnish a sufficient Supply of Water for domestic Purposes

poses at the Rate aforesaid to any Owner or Occupier of any Dwelling House or Part of any Dwelling House in any Street where the Pipes of the Company shall be laid for Seven Days after Demand in Writing made to the Clerk or Surveyor of the Company, and Tender made to such Clerk or Surveyor of the Amount of the Portion of the Rate payable in advance, the Company shall forfeit to the Owner or Occupier making such Demand treble the Amount of the Rate so tendered, and also the further Sum of Twenty Shillings for every Day during which they shall refuse or neglect to furnish such Supply: Provided always, that the Company shall not be obliged to supply any Water to any such Owner or Occupier, or be liable to any Penalty for not supplying the same, if such Supply cannot be made by the Company without lessening the Quantity of Water required by other Owners or Occupiers of Houses and Parts of Houses supplied with Water by the Company previously to the Demand made by such Occupier.

Penalty for Failure of Supply of Water.

CCLXXI. And be it enacted, That if the Company shall fail, neglect, or refuse to furnish a sufficient Supply of Water for domestic Purposes during any Part of the Periods for which the Rate for such Supply shall have been paid, they shall forfeit to the Person having paid such Rate the Sum of Twenty Shillings for every Day during which such Refusal or Neglect shall continue after Notice in Writing shall have been given to the Company of the Want of such Supply; but no Penalty shall be payable by the Company if the Want of such Supply shall arise from Frost or other unavoidable Cause or Accident.

Fire-plugs to be provided by the Company.

CCLXXII. And be it enacted, That the Company shall, at the Time of laying down any Main Pipe for supplying any Street with Water, fix, and from Time to Time repair or renew, Fire-plugs in such Street for the Supply of Water in extinguishing Fire, such Fire-plugs where such Main Pipe shall be laid in any principal Street within the Limits of this Act to be not more than One hundred Yards from each other in such principal Street; and as soon as any such Fire-plug shall have been completed, the Company shall deposit a Key of such Fire-plug at each Place within the Limits of this Act where any public Engine shall be kept for extinguishing Fire, and where there shall be any Police Station, and affix a public Notification in some conspicuous Place by the Side of the said Street to denote the Situation and Distance of such Fire-plug.

Proprietors of Manufactories may require Company to place Fire-plugs adjacent thereto.

CCLXXIII. And be it enacted, That it shall at any Time be competent to any Person, being Owner or Occupier of any public Work or Manufactory situated near to any Main or other Pipe of the Company, to require the Company to place Turncocks and Fire-plugs, at the Expence of the Party requiring the same, opposite or near to such public Work or Manufactory, and outside of the same in the Streets within the Limits of this Act, and to attach the same to the Pipes most suitable for that Purpose, to be used for extinguishing Fires only, and that exclusively of and in addition to the Fire-plugs to be provided by the Company; and the Company shall, when so required, be obliged to place and attach such Turncocks and Fire-plugs, at the Expence of the Party requiring the same.

CCLXXIV. And

Water may be taken to extinguish Fires.

CCLXXIV. And be it enacted, That it shall be lawful for all Persons, at all Times, to take and use the Water of the Company in extinguishing any Fire which may happen within the Limits of this Act, without making Compensation for such Water.

Power to Company's Surveyor to enter Houses to inspect.

CCLXXV. And be it enacted, That it shall be lawful for the Surveyor or any other Person acting under the Authority of the Company, at seasonable Times, to enter into any House, Building, or Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste or improper Use of such Water; and if such Surveyor or other Person acting by the Authority of the Company shall at any such Time be refused Admittance into such Dwelling House, Building, or Premises, for the Purpose aforesaid, or shall be prevented from making such Inspection and Examination as aforesaid, it shall be lawful for the Company to turn off the Water supplied by the Company from such House, Building, or other Premises, and to cut off the Service Pipe of the same.

Penalty for allowing Persons to use the Company's Water.

CCLXXVI. And be it enacted, That every Person supplied with Water under the Provisions of this Act, who shall supply to any other Person or wilfully permit any other Person to take any Water supplied by the Company from any Cistern, Pipe, or Place for Water belonging to him, shall forfeit for every such Offence a Sum not exceeding Five Pounds: Provided always, that the Supply of Water for the Purpose of extinguishing any Fire, or in any sudden Emergency, or to any Person supplied with Water by the Company during any Time that the Pipes or Cock belonging to such Person may be out of repair, if such Pipe or Cock shall not have been out of repair during a longer Time than was necessary for the Repair thereof, shall not be deemed an Offence within the Meaning of this Act.

Penalty for taking the Company's Water without Agreement.

CCLXXVII. And be it enacted, That if any Person not having agreed to be supplied with Water by the Company shall take any Water supplied by the Company to any other Person, or shall take any Water from any Reservoir, Watercourse, Aqueduct, or Conduit belonging to the Company, or any Pipe affixed or leading to any such Reservoir, Watercourse, Aqueduct, or Conduit, or from any Cistern or other like Place containing Water belonging to the Company, he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Penalty for destroying Valves, &c.

CCLXXVIII. And be it enacted, That every Person who shall wilfully or maliciously break, injure, or open any Valve, Pipe, Clow, or Fire-plug belonging to, or shall flush or draw off the Water of the Company, or shall do any other wilful Act whereby such Water shall be wasted, shall forfeit for every such Offence a Sum not exceeding Five Pounds.

Penalties for fouling the Water of the Company.

CCLXXIX. And be it enacted, That every Person who shall commit any of the following Offences shall for every Offence forfeit a Sum not exceeding Five Pounds; (that is to say,)

Firstly,

Firstly,—Every Person who shall bathe in any Reservoir or Water belonging to the Company, or cause any Dog or other Animal to go into any Reservoir or Water belonging to the Company, or shall wash any such Dog or Animal therein:

Secondly,—Every Person who shall throw any Gravel, Stone, Rubbish, Filth, or other offensive Thing into, or wash or cleanse any Cloth, Wool, Leather, or Skin of any Animal, or any Wearing Apparel or other Thing in any such Reservoir or Water as aforesaid:

Thirdly,—Every Person who shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to him, or under his Control, to run or be conveyed into any of the Water belonging to the Company, or into any Spring, Drain, or Watercourse communicating therewith, or shall commit or cause any Act whereby the Water of the Company shall be fouled or corrupted.

Penalty on Gas Makers for corrupting Water.

CCLXXX. And be it enacted, That if any Person making or supplying any Gas within the Limits of this Act shall at any Time cause or suffer to be conveyed or to flow into any Stream, Reservoir, Aqueduct, Pond, or Place for Water within the Limits of this Act, or belonging to the Company, or into any Drain, Sewer, or Ditch communicating therewith, any Washing, Substance, or Thing which shall be produced in making or supplying Gas, or shall do any Act to the Water contained in any such Stream, Reservoir, Aqueduct, Pond, or Place for Water, whereby the Water therein shall be fouled or corrupted, then such Person shall forfeit for every such Offence the Sum of Two hundred Pounds.

Penalty to be sued for in Superior Courts within Twelve Months.

CCLXXXI. And be it enacted, That the said Penalty of Two hundred Pounds shall be recovered, with full Costs of Suit, in any of the Superior Courts, by Action of Debt or on the Case, by the Person into whose Water such Washing, Substance, or Thing shall be conveyed or shall flow, or whose Water shall be fouled or corrupted thereby: Provided always, that the said Penalty shall not be recoverable unless the same be sued for within Twelve Months after the Offence in respect of which such Penalty shall have been incurred shall have ceased.

Daily Penalty during the Continuance of the Offence.

CCLXXXII. And be it enacted, That in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been recovered or not), the Person making or supplying Gas as aforesaid shall forfeit the Sum of Twenty Pounds (to be recovered in the like Manner) for each Day such Washing, Substance, or Thing shall be conveyed or shall flow as aforesaid, or the Act by which such Water as aforesaid shall be fouled or corrupted shall continue, after the Expiration of Twenty-four Hours from the Time at which Notice of the Offence shall have been served on such Person by the Person into whose Water such Washing, Substance, or Thing shall be conveyed or shall flow, or whose Water shall be fouled or corrupted thereby, and such Penalty shall be paid to such last-mentioned Person.

CCLXXXIII. And

Daily Penalty during the Escape of Gas after Notice.

CCLXXXIII. And be it enacted, That whenever any Gas shall escape from any Pipe which shall be laid down or set up by any Person making or supplying any Gas within the Limits of this Act, such Person shall, immediately after receiving Notice in Writing of any such Escape of Gas, prevent such Gas from escaping; and in case such Person shall not, within Twenty-four Hours next after Service of such Notice, effectually prevent the Gas from escaping, and wholly remove the Cause of Complaint, then he shall for every such Offence forfeit the Sum of Five Pounds for each Day, after the Expiration of Twenty-four Hours from the Service of such Notice, during which the Gas shall be suffered to escape.

Penalty on Gas Makers if Water contaminated.

CCLXXXIV. And be it enacted, That whenever the Water supplied by the Company, or any other Water within the Limits of this Act, shall be contaminated by the Gas of any Person making or supplying Gas within the said Limits, such Person shall forfeit for every such Offence a Sum not exceeding Twenty Pounds to the Person whose Water shall be so contaminated or affected.

Daily Penalty during the Continuance of the Contamination after Notice.

CCLXXXV. And be it enacted, That if the Person so making or supplying Gas shall not, within Twenty-four Hours next after Notice in Writing of any Water being contaminated or affected served on him by the Person whose Water shall be so contaminated or affected, prevent the Gas from contaminating or affecting such Water, such Person shall, over and above the before-mentioned Penalty of Twenty Pounds, forfeit for every such Offence, to the Person whose Water shall be contaminated or affected, a Sum not exceeding Ten Pounds for each Day during which the said Water shall remain contaminated or affected after the Expiration of Twenty-four Hours from the Service of such Notice.

Power to examine Gas Pipes to ascertain Cause of Contamination.

CCLXXXVI. And whereas it may become a Question, upon any such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of any Person making or supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the Person to whom the Water supposed to be contaminated or affected by Gas may belong to dig and examine the Pipes, Conduits, and Apparatus of the Person making or supplying Gas, for the Purpose of ascertaining whether the said Water has been contaminated or affected by the Gas of such Person; Provided always, that before proceeding so to dig and examine Twelve Hours Notice shall be given to the Person making or supplying such Gas of the Time at which such digging and examination are intended to take place.

The Expences to abide the Result of the Examination.

CCLXXXVII. And be it enacted, That if upon such Examination it shall appear that such Water has been contaminated or affected by any Gas belonging to such Person, the Expences of the digging, examination, and repair of the Street or Place which shall be disturbed in any such Examination shall be paid by the Person making or supplying Gas; but if upon such Examination it shall appear that the Water has not been contaminated or affected by the Gas of such Person, then the Person causing such Examination to be made shall

shall pay all the Expences of Examination and Repair, and also make good to the said Person any Injury which may be occasioned to the Works of the said Person by such Examination.

The Amount of the Expences to be ascertained and recovered as other Damages.

CCLXXXVIII. And be it enacted, That the Amount of the Expences of every such Examination and Repair, and of any Injury done to the Person making or supplying Gas, shall, in case of any Dispute about the same, together with the Costs of ascertaining and recovering the same, be ascertained and recovered in the same Manner as any Damages for the ascertaining and Recovery of which on special Provision is made by this Act are hereby directed to be ascertained and recovered.

Persons supplying Gas may be indicted for Nuisance.

CCLXXXIX. Provided always, and be it enacted, That nothing in this Act contained shall prevent any Person making or supplying Gas within the Limits of this Act from an Indictment for any Nuisance or any other legal Proceedings to which he may be liable in consequence of the making or supplying such Gas.

Provision for Damages or Charges not otherwise provided for.

CCXC. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not specially provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by Two or more Justices; and when by this Act any Damages or Charges are directed to be paid in addition to the Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute concerning the same, shall be determined by the Justices by whom the Offender shall be convicted of such Offence; and on Nonpayment of the Damages or Charges in any of the Cases aforesaid, on Demand, the same, together with the Costs, shall be levied by Distress, and such Justices shall issue their Warrant accordingly.

For ascertaining such Charges or Damages.

CCXCI. And for the Purpose of ascertaining any such Damages or Charges, be it enacted, That any Justice may summon any Person liable to pay the same to appear before any Two Justices at a Time mentioned in such Summons, and at such Time, either on the Appearance or Default of the Party summoned to appear, the Justices may inquire into any such Charges and Damages, and determine the same.

Justices to examine Parties and Witnesses.

CCXCII. And be it enacted, That where in this Act any Question of Compensation or Damages is referred to the Determination of any Justices, it shall be lawful for such Justices to examine the Parties to such Question, and their Witnesses, on Oath, and to administer the Oaths necessary for that Purpose; and the Costs of every such Inquiry shall be in the Discretion of such Justices; and if either Party to any such Question fail to appear at the Time and Place appointed by the Justices for going into any such Question, without reasonable Excuse to the Satisfaction of such Justices, due Notice of such Appointment having been given to such defaulting Party, it shall be lawful for such Justices to proceed *ex parte*.

CCXCIII. And

Distress against the Company.

CCXCIII. And with respect to any Sum of Money under the Provisions of this Act adjudged by any Justices to be paid by the Company, for which no other Mode of Proceeding is provided by this Act, be it enacted, That if such Money be not paid by the Company to the Party entitled to receive the same within Twenty-one Days after Demand thereof in Writing, stating the Order of the Justices for the Payment of such Money, the Amount may be recovered by Distress, and the Justices by whom such Sum of Money shall have been ordered to be paid, or any other Justices, on Application, shall issue their Warrant accordingly; and if sufficient Goods or Effects of the Company cannot be found whereon to levy such Sum of Money, the same may be recovered by Distress of the Goods of the Treasurer of the Company, and the Justices aforesaid, or any other Justices, on Application, shall issue their Warrant accordingly, but no such Distress shall issue against the Goods of such Treasurer, unless Seven Days previous Notice in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer or left at his Residence.

Distress against the Treasurer.

Reimbursement of the Treasurer.

CCXCIV. And be it enacted, That if such Treasurer pay any Money under any such Distress as aforesaid, he may retain the Amount so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the Company coming into his Custody or Control, or he may sue for the same against the Company by Process of Law.

Publication of Penalties.

CCXCV. And for the Purpose of providing for the due Publication of all Penalties and Forfeitures exigible under this Act, be it enacted, That from Time to Time the Company shall publish the short Particulars of the several Offences for which any such Penalty is imposed by this Act, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and, where any such Penalties are of local Application, shall cause such Boards to be affixed in some conspicuous Place in the immediate Neighbourhood to which such Penalties are applicable or have reference; and such Particulars shall be renewed as often as the same, or any Part thereof, is obliterated or destroyed; and no such Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

Defacing Boards used for Publication of Penalties.

CCXCVI. And be it enacted, That if any Person pull down or break or deface any such Board put up or affixed as required by this Act for the Purpose of publishing any Penalty, or shall obliterate any of the Letters or Figures thereon, or any public Mark or Notification denoting the Position of any Fire-plug, he shall forfeit for every such Offence a Sum not exceeding Five Pounds, and he shall also defray the Expences attending the Restoration of such Board, and such Expences shall be recoverable as any Penalty by this Act imposed may be recovered.

CCXCVII. And

Penalties to be summarily recovered before Two or more Justices.

CCXCVII. And for the Purpose of providing for the Recovery of Penalties or Forfeitures imposed by this Act, or by any Bye Law made in pursuance thereof, the Recovery of which is not otherwise provided for, be it enacted, That every such Penalty or Forfeiture may be recovered by summary Proceeding before Two or more Justices; and on the Complaint being made to any Justice he shall issue a Summons requiring the Party complained against to appear on a Day and at a Time and Place to be named in such Summons; and every such Summons shall be served on the Party offending, either in Person or by leaving the same with some Inmate at his usual Place of Abode; and either upon the Appearance, or upon the Default to appear, of the Party offending, it shall be lawful for any Two or more Justices to proceed to the hearing of the Complaint, and that although no Information in Writing or in Print shall have been exhibited; and upon Proof of the Offence, either by the Confession of the Party complained against, or upon the Oath of One credible Witness or more, it shall be lawful for any Two or more Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

Penalties to be levied by Distress.

CCXCVIII. And be it enacted, That if forthwith upon any such Adjudication as aforesaid the Amount of the Penalty or Forfeiture and of such Costs as aforesaid be not paid, the Amount of such Penalty and Costs, together with the Costs of the Distress, shall be levied by Distress, and any Justice shall issue his Warrant of Distress accordingly.

Imprisonment in default of Distress.

CCXCIX. And be it enacted, That it shall be lawful for the Justice to order any Offender so convicted as aforesaid to be detained and kept in safe Custody until Return can be conveniently made to the Warrant of Distress to be issued for levying such Penalty or Forfeiture and Costs, unless the Offender give sufficient Security, by way of Recognizance, or otherwise, to the Satisfaction of the Justice, for his Appearance before him on the Day appointed for such Return, such Day not being more than Eight Days from the Time of taking such Security; but if, before issuing such Warrant of Distress, it shall appear to the Justice, by the Admission of the Offender or otherwise, that no sufficient Distress can be had whereon to levy such Penalty or Forfeiture and Costs, he may, if he think fit, refrain from issuing such Warrant of Distress, and in such Case, or if such Warrant shall have been issued, and upon the Return thereof such Insufficiency as aforesaid shall be made to appear to Two or more Justices, then such Justices shall, by Warrant, cause such Offender to be committed to Gaol, there to remain without Bail for any Term not exceeding Three Months, unless such Penalty or Forfeiture and Costs be sooner paid and satisfied.

Application of Penalties.

CCC. And with respect to the Application of any Penalties or Forfeitures recovered by virtue of this Act, the Application whereof is not herein otherwise provided for, be it enacted, That the Justices by whom any such Penalty or Forfeiture shall be imposed shall award

award one Half thereof to the Informer, and the other Half to the Overseers of the Poor of the Township in which the Offence shall have been committed, for the Benefit of the Poor of such Township.

Penalties to be sued for within Six Months.

CCCI. And be it enacted, That no Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this Act for any Offence herein-before made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before a Justice within Six Months next after the Commission of such Offence.

Penalty on Witnesses making default.

CCCII. And be it enacted, That it shall be lawful for any Justice to summon any Person to appear as a Witness in any Matter in which any Justice shall have Jurisdiction under the Provisions of this Act, at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such Matter; and if any Person who shall be summoned as a Witness before any Justice touching any Offence committed against this Act, or any Matter in which such Justice shall have Jurisdiction by the Provisions of this Act, shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any Person appearing shall refuse to be examined upon Oath or to give Evidence before any Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Transient Offenders.

CCCIII. And with respect to Offenders whose Names and Residences are not known, be it enacted, That any Officer or Agent of the Company, and all Persons called by him to his Assistance, may seize and detain any Person who shall have committed any Offence against the Provisions of this Act, and whose Name and Residence shall be unknown to such Officer or Agent, and may convey him with all convenient Despatch before some Justice without any Warrant or other Authority than this Act, and such Justice shall proceed with all convenient Despatch to the hearing and determining of the Complaint against such Offender.

Form of Conviction.

CCCIV. And be it enacted, That the Justices before whom any Person shall be convicted of any Offence against this Act may cause the Conviction to be drawn up according to the Form in the Schedule (L.) to this Act annexed.

Informalities.

CCCV. And be it enacted, That no Proceeding in pursuance of this Act shall be quashed or vacated for Want of Form, nor shall the same be removed, by Certiorari or otherwise, into any of the Superior Courts.

Distress, how to be levied.

CCCVI. And be it enacted, That where in this Act any Sum of Money, whether in the Nature of Penalty or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same; and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money, and the Expences of

the Distress and Sale, shall be returned, on Demand, to the Party whose Goods shall have been distrained.

Distress not unlawful for Want of Form.

CCCVII. And be it enacted, That no Distress levied by virtue of this Act shall 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 afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case.

Parties may appeal to Quarter Sessions on giving Security.

CCCVIII. And be it enacted, That if any Person shall think himself aggrieved by any Determination or Adjudication of any Justice under the Provisions of this Act he may appeal to the General Quarter Sessions for the County or Borough in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, and unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought, and unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

Court to make such Order as they think reasonable.

CCCIX. And be it enacted, That at the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant or levied by Distress upon his Goods to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

Costs.

Not to enter upon Lands, &c. of the Manchester, Bolton, and Bury Canal and Railway Company.

CCCX. And whereas the Company are by this Act empowered to supply Water within the Limits of several Townships through which the Canal and Railway of the Company of the Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway respectively pass, and it is expedient to make Provision for protecting and saving the Rights of the said last-mentioned Company; be it therefore enacted, That nothing in this Act contained shall authorize or empower the Company, or any Person whomsoever, to enter into or upon, or to make, construct, or lay any Tunnel, Culvert, Drain, Pipe, or other Work in, through, upon, or under the said Canal, or the Towing Path thereof, or the said Railway, or the Works thereto respectively belonging, or other the Lands, Buildings, or Premises of the said Canal Navigation and Railway Company, for any Purpose whatsoever, without the Consent of the said Canal Navigation and

Railway Company, under their Common Seal first obtained, or, without such Consent as aforesaid, to remove any Tunnel, Culvert, Drain, Pipe, or other Work which may hereafter be constructed, made, or laid in, through, upon, or under the same; provided, that this Clause shall not extend to prevent the Company from laying their Pipes in or along any public Road passing across the said Canal or Railway by means of any Bridge or Archway.

Company not to obstruct or lessen Supply of Water to the Canal Navigation from Manchester to Bolton and Bury.

CCCXI. Provided also, and be it enacted, That nothing herein contained shall authorize or empower the Company to take away, obstruct, divert, or lessen any Spring, Brook, Stream, Water, or Watercourse which the said Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway are by Law authorized to take or use for the Supply of their said Canal with Water; and if at any Time or Times hereafter the Company shall, for the Purposes of this Act, make or construct any Arch, Tunnel, Culvert, or Work over, along, across, or under any of such last-mentioned Springs, Brooks, Streams, Waters, or Watercourses so as to affect the same or any of them, or if any such last-mentioned Work become necessary for the better Protection of the said Canal Navigation and Railway Company, the same shall be made and constructed, and for ever afterwards maintained, cleansed, and kept in good Repair and Condition, at the Expence of the Company, but under the Superintendence and to the Satisfaction of the Engineer for the Time being of the said Canal Navigation and Railway Company; and if any such Arch, Tunnel, Culvert, or Work as aforesaid shall not be made, or being made shall not be maintained, cleansed, and kept in good Repair and Condition to the Satisfaction of the Engineer of the said Canal Navigation and Railway Company as aforesaid, then it shall be lawful for the said last-mentioned Company to make, cleanse, and repair all such Arches, Tunnels, Culverts, and other Works in such Manner as may appear necessary to the Engineer of the same last-mentioned Company, and all the Costs, Charges, and Expences thereof shall be paid, on Demand, to the same last-mentioned Company by the Company; and in case of Default in Payment thereof for the Space of Twenty-one Days after Notice or Demand thereof in Writing under the Hand of the Engineer or Clerk for the Time being of the said Canal Navigation and Railway Company upon the Company, such Costs, Charges, and Expences may be recovered by Action at Law in any of Her Majesty's Superior Courts.

Saving Rights of Manchester, Bolton, and Bury Canal Navigation and Railway.

CCCXII. Provided also, and be it enacted, That nothing in this Act contained shall in any Way prejudice or take away any of the Rights, Powers, or Authorities vested in the said Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway by virtue of any Act of Parliament relating to the same.

Interpretation of Act.

CCCXIII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Word "Person" shall extend to a Corporation, whether Aggregate or Sole:

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster*:

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of any other Persons exempted by Law from the Necessity of taking an Oath:

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Word "Sheriff" shall include Under Sheriff or other legally competent Deputy; and where any Matter in relation to any Lands is required to be done by any Sheriff, or by any Clerk of the Peace, the Expression "the Sheriff," or the Expression "the Clerk of the Peace," shall in such Case be construed to mean the Sheriff or the Clerk of the Peace of the County or Borough where such Lands shall be situated:

The Word "Justice" shall mean Justice of the Peace for the County or Place where the Matter requiring the Cognizance of any Justice shall arise, and who shall not be interested in the Matter:

The Expression "the Company" shall mean the Company incorporated by this Act:

The Expressions "the Directors" and "Clerk" shall mean the Directors and Clerk respectively of such Company:

The Word "Street" shall include any public Square, Street, Court, Alley, Highway, Lane, Road, Bridge, Thoroughfare, Passage, or Place within the Limits of this Act: And

The Expression "recited Act" shall mean the said Act passed in the Fifth Year of the Reign of King *George* the Fourth.

Public Act.

CCCXIV. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHE-

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Certificate of Share.

"THE BOLTON WATERWORKS COMPANY."

Number

THIS is to certify, That *A. B.* of is the Proprietor of the Share, Number of "The Bolton Waterworks Company," subject to the Regulations of the said Company. Given under the Common Seal of the said Company the Day of in the Year of our Lord .

SCHEDULE (B.)

Form of Transfer of Shares.

I of in consideration of the Sum of paid to me by of do hereby transfer to the said Share [*or* Shares], numbered in the Undertaking called "The Bolton Waterworks Company," to hold unto the said his Executors, Administrators, and Assigns, [*or* Successors and Assigns,] subject to the several Conditions on which I held the same at the Time of the Execution hereof. And I the said do hereby agree to take the said Share [*or* Shares] subject to the same Conditions. As witness our Hands and Seals this Day of .

SCHEDULE (C.)

Form of Mortgage Deed.

"THE BOLTON WATERWORKS COMPANY."

Mortgage, Number £

BY virtue of an Act passed, *&c.*, intituled, *&c.*, we, "The Bolton Waterworks Company," in consideration of the Sum of Pounds paid to us by *A. B.* of do assign unto the said *A. B.*, his Executors, Administrators, and Assigns, the said Undertaking [and (*in case such Loan shall be in anticipation of the Capital authorized to be raised*) all future Calls on Shareholders], and all the Rates and Sums of Money arising by virtue of the said Act, and all the

Estate, Right, Title, and Interest of the Company in the same, to hold unto the said *A.B.*, his Executors, Administrators, and Assigns, until the said Sum of Pounds, together with Interest for the same at the Rate of for every One hundred Pounds by the Year, be satisfied [the Principal Sum to be repaid at the End of Years from the Date hereof (*in case any Period be agreed upon for that Purpose*)]. Given under our Common Seal this Day of in the Year of our Lord .

SCHEDULE (D.)

Form of Bond.

"THE BOLTON WATERWORKS COMPANY."

Bond, Number £

By virtue of an Act passed, *&c.*, intituled, *&c.*, we, "The Bolton Waterworks Company," in consideration of the Sum of Pounds to us in hand paid by *A. B.* of do bind ourselves and our Successors unto the said *A. B.*, his Executors, Administrators, and Assigns, in the penal Sum of Pounds.

The Condition of the above Obligation is such, that if the said Company shall pay to the said *A.B.*, his Executors, Administrators, or Assigns, on the Day of which will be in the Year One thousand eight hundred and the Principal Sum of Pounds, together with Interest for the same, at the Rate of Pounds per Centum per Annum, payable half-yearly on the Day of and the Day of then the above written Obligation is to become void, otherwise to remain in full Force. Given under our Common Seal this Day of One thousand eight hundred and .

SCHEDULE (E.)

Form of Transfer of Mortgage or Bond.

I *A.B.* of in consideration of the Sum of paid to me by *G.H.* of do hereby transfer to the said *G. H.*, his Executors, Administrators, and Assigns, a certain Bond [*or* Mortgage], numbered made by "The Bolton Waterworks Company" to bearing Date the Day of for securing the Sum of and Interest, [*or, if such Transfer be by Endorsement*, the within Security,] and all my Right, Estate, and Interest in and to the Money thereby secured [*and if the Transfer be of a Mortgage*, and in and to the Rates, Money, and Property thereby assigned]. In witness whereof I have hereunto set my Hand and Seal this Day of One thousand eight hundred and .

SCHE-

SCHEDULE (F.)

Form of Proxy.

A. B. of one of "The Bolton Waterworks Company," doth hereby appoint *C. D.* of to be the Proxy of the said *A. B.*, in his Absence to vote in his Name upon any Matter relating to the Undertaking proposed at the Meeting of the Proprietors of the said Company to be held on the Day of next, or at any Adjournment of the said Meeting, in such Manner as he the said *C. D.* doth think proper. In witness whereof the said *A. B.* hath hereunto set his Hand [*or, if a Corporation, say* the Common Seal of the Corporation,] the Day of One thousand eight hundred and .

SCHEDULE (G.)

Form of Conveyance.

I of in consideration of the Sum of paid to me [*or, as the Case may be*, into the Bank of England in the Name and with the Privity of the Accountant General of the Court of Chancery *ex parte* "The Bolton Waterworks Company," (*or* to *A. B.* of and *C. D.* of Two Trustees appointed to receive the same,)] pursuant to an Act passed, *&c.*, intituled, *&c.*, by the [*here name the Company*] incorporated by the said Act, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised or possessed of, or am by the said Act empowered to convey, to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .

SCHEDULE (H.)

Form of Conveyance on Chief Rent.

I of in consideration of the Rent-Charge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by "The Bolton Waterworks Company," incorporated by virtue of an Act passed, *&c*, intituled, *&c.*, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all my Estate, Right, Title, and Interest in and to the same, and every Part thereof, to hold the said

Premises

Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, one clear yearly Rent of
by equal quarterly [*or* half-yearly, *as agreed upon*,] Portions henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I hereunto set my Hand and Seal this
Day of in Year of our Lord

SCHEDULE (I.)

Form of Lease for Years.

I of in consideration of the Rent to be paid to me, my Heirs and Assigns, as herein-after mentioned, by "The Bolton Waterworks Company," established and incorporated by virtue of an Act passed, *&c.*, intituled, *&c.*, do hereby demise and lease to the said Company, their Successors and Assigns, all [*describing the Premises to be demised*], together with all Ways, Rights, and Appurtenances thereunto belonging, to hold the said Premises to the said Company, their Successors and Assigns, for and during and unto the full End and Term of Years from the Day of the Date hereof, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, one clear yearly Rent of by equal quarterly [*or* half-yearly, *as agreed upon*,] Payments during the said Term, on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I hereunto set my Hand and Seal this Day of in the Year of our Lord

---

SCHE-

SCHEDULE (K.)

PROPERTY INTENDED TO BE TAKEN.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
	Township of Sharples, County of Lancaster.		
Reservoir and Land -	The Company of Proprietors of the Great and Little Bolton Waterworks.	- - -	Themselves.
Land, Water, Conduits, &c.	Reverend Henry Wright; agreed to be sold to the Company of Proprietors of the Great and Little Bolton Waterworks on Chief Rent for ever.	- - -	Ditto.
Cottage, Stable, Outbuildings, and Land.	Ditto - -	- - -	Ditto.
Valve House and Land -	Ditto - -	- - -	Ditto.
Conduit from Dady Meadow Springs.	The Company of Proprietors of the Great and Little Bolton Waterworks.	- - -	Ditto.
Conduit from the Reservoir.	Ditto - -	- - -	Ditto.
Site of Part of Aqueduct -	Ditto - -	- - -	Ditto.
Reservoir, Valve Houses, and Land.	The Earl of Wilton; agreed to be sold to the Company of Proprietors of the Great and Little Bolton Waterworks, upon Chief Rent for ever.	- - -	The Company of Proprietors of the Great and Little Bolton Waterworks.
Garden - - -	The Earl of Wilton -	Andrew Knowles -	Joseph Helme.
Wheelwright's Yard -	Ditto - -	Ditto - -	Joseph Burgess.
Reservoir and Land -	The Company of Proprietors of the Great and Little Bolton Waterworks.	- - -	Themselves.
Cottage and Land -	The Earl of Wilton; agreed to be sold to the Company of Proprietors of the Great and Little Bolton Waterworks.	- - -	Francis Langshaw.
	Township of Little Bolton.		
Croft - - -	The Earl of Wilton -	- - -	Jonathan Longworth.
	Parish of Bolton-le-Moors, Townships of Sharples and Longworth,		
Reservoir, Embankment, and Waste Watercourse.	The Rev. Henry Wright, the Owner of the Estates called Belmont and Folds.	- - -	The Rev. Henry Wright, the Owner of the Estates called Belmont and Folds.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Township of Sharples.			
Goit or Mill Race - -	Rev. Henry Wright -	Robert Orrell -	Robert Orrell.
Plantation - -	Ditto - -	- - -	Thomas Spencer.
Ditto - -	Ditto - -	- - -	Rev. Henry Wright.
Ditto - -	Ditto - -	- - -	Ditto.
Ditto - -	Ditto - -	- - -	Ditto.
Road to Bromley Farm -	Ditto - -	- - -	Ditto.
Plantation - - -	Ditto - -	- - -	Ditto.
Cottage - - -	Ditto - -	- - -	Unoccupied.
Plantation - - -	Ditto - -	- - -	Rev. Henry Wright.
Ditto - -	Ditto - -	- - -	Ditto.
Road - - - -	Ditto - -	- - -	Thomas Wright, Esquire.
Plantation - - -	Ditto - -	- - -	Rev. Henry Wright.
House, Barn, Shippon, and Yard.	Ditto - -	James Haslam -	James Haslam.

SCHEDULE (L.)

Form of Conviction.

to wit. } Be it remembered, That on the Day of in the Year of our Lord *A. B.* is convicted before us, *C. D.* and *E. F.*, Two of Her Majesty's Justices of the Peace for the County of [*here describe the Offence generally, and the Time and Place when and where committed*], contrary to The Bolton Waterworks Act, One thousand eight hundred and forty-three. Given under our Hands and Seals the Day and Year first above written.

London: Printed by George E. Eyre and Andrew Spottiswoode, Printers to the Queen's most Excellent Majesty. 1843.