ANNO PRIMO

VICTORIÆ REGINÆ.

****

Cap. xxix.

An Act for supplying with Water the Town of *Bury*, and the several Townships of *Walmersley-cum-Shuttleworth*, *Bury*, and *Elton*, all in the Parish of *Bury* in the County Palatine of *Lancaster*. [11th *June* 1838.]

WHEREAS the Inhabitants of the Town of *Bury*, and the several Townships of *Walmersley-cum-Shuttleworth*, *Bury*, and *Elton*, and the several Hamlets therein, all in the Parish of *Bury* in the County Palatine of *Lancaster*, are not at present well or conveniently supplied with Water, and the Inhabitants of the said Town and several Townships and Hamlets, for Want of a sufficient Supply of Water for domestic and other Purposes, are subjected to great Inconvenience, and are liable to increased Danger in Cases of Accidents by Fire, which Inconvenience and Danger might be obviated, and the Lives and Property of the Inhabitants of the said Town and several Townships and Hamlets better preserved and protected, if a constant Supply of Water were provided: And whereas the several Persons herein-after named are willing and desirous, at their own Costs and Expences, to make and maintain all the necessary Works for supplying with Water the Inhabitants of the said Town and several Townships; but the Undertaking cannot be carried fully and completely into effect 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 *Oliver Ormerod Walker*, *Richard Walker*, *John Walker*, *Charles Lomax*, *James Lomax*, *Charles Kenyon*, *John Shearson*, *Thomas Greenhalgh*, *Robert Palfreeman*, *John Moscrop*, *George Moscrop*, *Richard Hamer*, *John Wike*, *George Wike*, *Ann Dodgson*, *James Buckley*, *James Ball*, *Richard Dunderdale*, *Robert Parks*, *Henry Peel*, *Thomas Dean*, *William Butcher*, *Joseph Smethurst*, *Walter Lerigo*, *Sarah Mather*, *Alice Chadwick*, *Richard Lomax*, *William Chadwick*, *Isaac Wood*, *John Wood*, *Joseph Hartley*, *Edmund Hardman*, *Robinson Jackson*, *James Chadwick*, *Richard Hacking*, *John Mansell*, *John Grundy*, *Edmund Grundy*, *John Woolner*, *Joseph Wood*, *Abraham Wood*, *Robert Wood*, *James Greenhalgh*, *James Handley*, *Henry Walmsley*, *Richard Shaw*, *William Bowman*, *Robert Whipp*, *John Openshaw*, *John Robinson Kay*, *Richard Walker* junior, *John Hutchinson*, *Joseph Whittam*, *John Crompton*, *Edward Ackroyd*, *William Hudson*, *David Bracewell*, *Mary Holt*, *Thomas Fletcher*, *Thomas Lord*, *Joseph Downham*, *Thomas Brown*, *William Collins*, *Robert Bleasedale*, *Benjamin Crapper*, *John Vickerman*, *William Graves*, *William Coward*, *William Harper*, *Thomas Openshaw*, *John Charlesworth*, *Mary Watson*, *John Spencer*, *Elizabeth Wilding*, *Peter Hall*, *John Seddon*, *John Lomax*, *John Chadwick*, *John Pickering*, *Richard Haworth*, *John Horrox*, *James Spencer*, *Dorothy Parkinson*, *Rachel Foxcroft*, *Thomas Howard*, *John Redfern*, *Mary Bridge*, *Henry Bridge*, *William Barritt*, *Samuel Buckley*, *George Gorton*, *John Shaw*, *Bartholomew Hamer*, *William Hall*, *Thomas Booth*, *James Smith*, *Joseph Newbold*, *James Meadowcroft*, *William Carnes*, *James Leach*, *Francis Mather*, *Robert Shaw*, *George Stockdale*, *James Whitehead*, *John Hamer*, *John Whitehead*, *John Cross*, *Betty Hopkin*, *Elizabeth Barritt*, *James Robinson*, *Rachel Dickenson*, *James Parks*, *Jacob Smith*, *John Holt*, *Ann Chatterley*, *Thomas Hill*, *John Cooper*, *Robert Parkinson*, *Ellen Ainsworth*, *Robert Hampson*, *James Simpson*, *William Bland*, *George Howarth*, *Thomas Stancliffe*, *William Kay*, *Sally Kay*, *John Wardle*, *Joseph Brown*, *James Woolstenholme*, *Joseph Calvert*, and *Joseph Handley*, and all and every other Person or Persons who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for constructing and maintaining the Waterworks hereby authorized to be made and executed, according to the Provisions herein-after contained, and for that Purpose shall be one Body Politic and Corporate, by the Name and Style of "The *Bury* Waterworks Company," and by that Name shall have perpetual Succession, and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill of Indictment against any Person who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of the Realm, and also shall have Power and Authority to purchase and hold Lands, Tenements, and Hereditaments, to hold to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring

Names of Proprietors.

Company incorporated.

incurring any of the Penalties or Forfeitures of the Statutes of Mortmain.

Construction of certain Terms employed in the Act.

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

First and other General Meetings.

III. And be it further enacted, That for the better managing and conducting the Affairs of the said Company and the Business of the said Undertaking, it shall and may be lawful for the several Members of the said Company to meet together from Time to Time at the *Eagle and Child* Inn in *Bury* aforesaid, or at some other convenient House or Place in the said Township of *Bury*; and the First General Meeting of the said Company for proceeding in the Execution of this Act shall be held within Fourteen Days next after the passing of this Act, between the Hours of Ten of the Clock in the Forenoon and Four of the Clock in the Afternoon; and from and after the said First General Meeting there shall be a General Meeting of the said Company on the First *Wednesday* in the Month of *April* in each and every Year, or within the Space of Ten Days next following that Day; and the said Company assembled at such General Meeting shall have Power to adjourn the same, and order such future General Meetings of the said Company to be holden from Time to Time at such Place as shall at such General Meeting be thought proper and convenient; and in case at any Time no Adjournment of any General Meeting shall be made, or in case it shall be expedient to call a Meeting on an earlier Day than the Day to which any General Meeting shall stand adjourned, then it shall be lawful for any Nine or more Members of the said Company possessed of Five or more Shares each to call a General or Special Meeting, to be held at such Time and Place within the said Township of *Bury* as they shall think fit; of which said General and Special Meetings at least Seven Days previous Notice shall be given by Advertisement in some Newspaper usually circulated within the said Township of *Bury*, or by Letter signed by the Clerk of the said Company, and sent through the Post Office, or otherwise, to each of the said Proprietors, mentioning the Time and Place, and the Purpose of such intended Meeting, if called for a special Purpose; and every Question, Order, Matter, or Thing which shall be proposed, discussed, or considered by the Proprietors of the said Company assembled at any Meeting to be holden by virtue of this Act shall be determined by a Majority of Votes of the Proprietors of Shares in the said Undertaking then present personally; and on all Occasions every such Proprietor shall have One Vote only; and in no Case shall any Proprietor be allowed to vote by Proxy or otherwise than in his own

Notice of Meetings.

proper

Chairman to have a casting Vote.

proper Person; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal, but in case of an Equality of Votes, shall and may also have an additional or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting.

Lunatics and Minors to Vote by Committees and Guardians.

IV. And be it further enacted, That in case any Proprietor entitled to vote at any Meeting as aforesaid shall be a Lunatic or Idiot or a Minor, such Lunatic or Idiot shall or may vote at any such Meeting by his Committee, and such Minor shall or may vote by his Guardian; and such Committee or Guardian may vote in respect of the Interests of such Lunatic or Idiot or Minor.

Proprietors in arrear not to vote.

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

Treasurer and Clerk to be elected.

VI. And be it further enaeted, That the said Company shall at their First General Meeting or at some Adjournment thereof elect and choose a Treasurer and Clerk for transacting the Business of the said Company, and shall and may at any subsequent General or Special Meeting from Time to Time remove and displace such Treasurer and Clerk, or either of them, or any other Person who shall hereafter be elected as aforesaid to their respective Offices, and shall and may elect and appoint any other Person or Persons to act as Treasurer and Clerk in his or their Stead; and it shall be lawful for the said Company to allow such Salaries or other Emolument to the said Officers as at any such General or Special Meeting as aforesaid shall from Time to Time be fixed on and determined: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed such Treasurer of the said Company for the faithful Execution of his Office before he shall enter thereupon, and also from all other Officers of the said Company who shall have the Care or Custody of any Money belonging to the said Company.

Security to be taken from Treasurer.

Same Person not to be Clerk and Treasurer.

VII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or any Person in the Service or Employ of any such Clerk, or the Clerk or any Person in the Service or Employ of the Partner of any such Clerk, to be the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or any Person in the Service or Employ of any such Treasurer, or the Clerk or any Person in the Service or Employ of the Partner of any such Treasurer, to be the Clerk to the said Company; and if any Person shall accept both the Office of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such

such Clerk, or the Clerk or any Person in the Service or Employ of any such Clerk, or the Clerk or any Person in the Service or Employ of the Partner of any such Clerk, shall accept the Office of Treasurer, or shall act as Deputy of such Treasurer, or in any Manner officiate for such Treasurer, or being the Partner of any such Treasurer, or the Clerk or any Person in the Service or Employ of any such Treasurer, or the Clerk or any Person in the Service or Employ of the Partner of any such Treasurer, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk in the Execution of this Act, or if any such Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Appointment of Committee of Management.

VIII. And be it further enacted, That the said Company shall, at the said First General Meeting, or at any Adjournment of the same, elect, nominate, and appoint Twelve Persons, who shall be respectively Proprietors of Ten or more Shares in the said Undertaking, to be a Committee of Management of the Concerns of the said Company until the General Meeting of the said Company to be holden on the First *Wednesday* in *April* then next ensuing; and shall also at every succeeding Annual General Meeting in each Year, or at some Adjournment thereof respectively, elect and appoint out of the said Company Twelve such Persons as aforesaid, who shall be a new Committee of Management of the Concerns of the said Company, and who shall continue in their Offices for the Space of One Year, to be computed from the Day of Election, or until others or another shall be duly elected in their Places; and on every General Annual Meeting to be holden as aforesaid the Members of the said Committee shall be re-eligible; and at the first Meeting of such Committee after their Election they shall proceed to choose from their own Body a Chairman, who shall continue to hold Office for the then current Year of the said Committee, and shall preside at all the Meetings of the said Committee, unless he shall be disqualified from acting as a Member of the said Committee by any of the Ways herein-before or herein-after mentioned; and in case of the permanent Chairman for the Time being becoming at any Time disqualified from acting as a Member of the said Committee, then and from Time to Time as often as the same shall happen the Committee for the Time being are hereby required, at their next Meeting after such Disqualification shall become known, to proceed to elect another Chairman to supply the Place of the one so disqualified; and such new Chairman so to be elected shall hold Office until the then current Year of the said Committee shall expire, unless he shall in like Manner become disqualified before the Expiration of that Period, in which Case the Committee for the Time being shall, at their first Meeting after such Disqualification shall become

known, proceed to elect a fresh Chairman in manner herein-before pointed out, and so on as often as the same shall happen.

Any Member of the Committee of contracting for Works or Materials to cease to be such Member.

IX. And be it further enacted, That if any Proprietor who shall be one of the Committee of Management shall take or contract to take or shall participate in any Manner in any Work to be done, or shall supply for his Profit any Materials for or on account of the said Company, or shall cease to be Proprietor of Ten or more Shares, every such Person shall thereupon cease to be and shall be disqualified from being one of the said Committee of Management.

For supplying Vacancies in Committee.

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

Members of Committee not to be personally liable.

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

Proprietors to be liable to the Amount of their unpaid Calls.

XII. Provided always, and be it further enacted, That in case Execution upon any Judgment, Order, or Decree in any Action, Suit, or other Proceeding obtained against the said Company, whether as Plaintiffs or Defendants, shall have been issued or taken out against the Lands, Property, or Funds of the said Company, and no sufficient Land, Property, or Funds can be found whereon to levy or execute the same, then and in such Case Execution upon any such Judgment, Order, or Decree may be issued against any Proprietor or Proprietors of the said Company, after Leave for that Purpose by the Court in which such Action, Suit, or other Proceeding may have been brought or instituted, which Leave shall be applied for upon Motion to be made

made in open Court after Notice in Writing given to the Person or Persons sought to be charged, but nevertheless so as that no such Proprietor shall thereby be made responsible or liable for, or be called upon or compelled to pay, any greater Sum of Money than the Amount of his unpaid Capital or Calls in the said Undertaking, after deducting all previous Payments which may have been made under or in consequence of any other Judgment, Decree, or Execution; and every Proprietor who shall be called upon or required to pay any Sum of Money by means of any such Execution beyond the Amount (if any) then due from him in respect of Calls then made and payable shall forthwith be reimbursed such additional Sum by the Committee out of the Funds of the Company.

Powers of Committee, and Regulations as to their Proceedings.

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

XIV. And

Orders and Proceedings to be entered in a Book.

XIV. And be it further enacted, That all Orders and Proceedings of the Meetings of the said Company and of the said Committee shall be entered in a Book or Books to be kept for that Purpose; and such Orders and Proceedings so entered as aforesaid, and signed by the Chairman appointed at each respective Meeting, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts and Places whatsoever, without Proof of such respective Meetings having been duly convened, or of the Person making or entering such Orders or Proceedings being Proprietors, or being Members of the Committee, (as the Case may be,) or of the Handwriting of the Person who as Chairman of such Meeting shall have signed such Orders or Proceedings.

Committee to cause Accounts to be kept.

XV. And be it further enacted, That the said Committee shall cause proper Books of Account to be kept by some Person to be appointed by the said Committee for that Purpose, and who shall enter or cause to be entered in the said Books true and regular Accounts of all Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Money shall have been disbursed, laid out, and paid, and such Books shall at all reasonable Times be open to the Inspection of the respective Proprietors of the said Company, and of the respective Creditors for Money advanced and lent for the Purpose of this Act, without Fee or Reward; and the said Proprietors and Creditors may take Copies of or Extracts from the said Books at all reasonable Times, without paying any thing for the same; and in case the said Book-keeper shall not permit such Proprietors or Creditors, or any of them, to inspect such Book or Books, or to take such Copies or Extracts as aforesaid, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Company empowered to construct Works.

XVI. And be it further enacted, That it shall be lawful for the said Company and their Successors and Assigns, and they are hereby authorized and empowered, by themselves, their Deputies, Agents, Servants, Workmen, and Assistants, to make, erect, construct, complete, maintain, lay down, fix, and keep all such Waterworks, Water-wheels, Steam Engines, and other Engines, Aqueducts, Drains, Reservoirs, and other Works and Conveniences as the said Company shall think proper, in the Situations, and upon, through, under, or over the Lands and Places delineated on the Plan and described in the Book of Reference herein-after mentioned relating to the said Waterworks; and during Nine Months of the Year, commencing with the Month of *September* and ending with the Month of *May*, to take and use the surplus Water of the said Brook called *Shuttleworth Mill Brook*, and during the Months of *June*, *July*, and *August* in every Year to take and use the whole of the Water of the said Brook (except so much as shall during the said Three Months flow through the Pipe herein-after directed to be made and set up); and also, with the Consent of all Parties interested in the Spring next herein-after mentioned, to take and use the whole of the Water from the said Spring called *Fletcher-bank Spring*, and from such other Springs and

Sources as are delineated and described in the said Map or Plan, Section, and Book of Reference, in order to supply the said Town and several Townships with Water; and for that Purpose, with the Consent and under the Order in Writing of any Justice of the Peace for the said County of *Lancaster*, and with and under such Restrictions as such Justice shall approve, to enter into and upon the Lands of any Person whomsoever, and to survey and take Levels of the same or of any Part thereof and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and such Lands to bore, dig, cut, embank, sough, and drain, and to remove or lay, and also to use, work, or manufacture, in or upon such Lands, any Earth, Clay, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for constructing or using the Works by this Act authorized, or which may obstruct the constructing, maintaining, or using the same, according to the true Intent and Meaning of this Act, and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing, and using the said Works; they the said Company, their Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction in manner herein-after mentioned to all Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue hereof, subject nevertheless to such Provisions and Restrictions as are herein-after contained.

Appointing an Engineer to ascertain the Quantity of surplus Water flowing down the Shuttleworth Mill Brook during Nine Months of the Year

XVII. And for the Purpose of ascertaining the Quantity of surplus Water flowing down a certain Brook, Rivulet, or Watercourse called the *Shuttleworth Mill Brook*, during Nine Months of the Year, commencing with the Month of *September* and ending with the Month of *May*, not required for the Purposes of the Owners and Occupiers of Mills using the Water of the said Brook, Rivulet, or Watercourse, and which may be diverted for the Purposes of the said Company; be it further enacted, That *William Benson* of *Fletcher Fold* near *Bury* in the County of *Lancaster*, Land Surveyor and Civil Engineer, shall be and he is hereby, with the Consent of all Parties interested in the said Brook, Rivulet, or Watercourse, appointed the Engineer, who is hereby required to measure, gauge, and estimate, and by his Award in Writing under his Hand and Seal (which Award shall be for ever binding upon the Parties respectively interested in the said Water of the said Brook, Rivulet, or Watercourse, and their respective Heirs, Successors, and Assigns,) to ascertain and determine at what Height the Water flowing down the said Brook, Rivulet, or Watercourse flows past the said several Mills and rises to a Level with the Weir Head attached to the lowest Mill now erected upon the said Stream in the Occupation of *Richard Wild*; and by the said Award,

and to determine where a Gauge Weir shall be placed.

with proper Plans and Sections to be thereto annexed, to ascertain, determine, and direct the Situation where a proper Gauge Weir shall be placed upon the said Brook, Rivulet, or Watercourse, and the Nature, Construction, Dimensions, and Level of such Gauge Weir, so as to denote and ascertain the Quantity of Water which ought to flow in the same Brook, Rivulet, or Watercourse at the Place where such Gauge Weir shall be fixed during the aforesaid Nine Months in every Year; and also by his said Award to determine and direct the Means of guarding and protecting such Gauge Weir.

Appointing an Engineer to ascertain the average Quantity of Water flowing down the said Brook during the remaining Three Months of the Year;

XVIII. And for the Purpose of ascertaining the average Quantity of Water flowing down the said Brook, Rivulet, or Watercourse called the *Shuttleworth Mill Brook*, during the Months of *June*, *July*, and *August*, be it further enacted, That the said *William Benson* is hereby also required to measure, gauge, and estimate, and by his said Award in Writing under his Hand and Seal (which Award shall be for ever binding upon the Parties respectively interested in the said Water of the said Brook, Rivulet, or Watercourse, and their respective Heirs, Successors, and Assigns,) to ascertain and determine what is the average Quantity of Water flowing down the said Brook, Rivulet, or Watercourse during the Months of *June*, *July*, and *August* next ensuing; and by the said Award, with proper Plans and Sections to be thereto annexed, to ascertain and determine and direct the Situation

and to determine where a Pipe shall be laid from the Reservoir.

where a Pipe shall be laid from the intended Reservoir or Reservoirs of the said Company to communicate with the usual and ordinary Channel of the said Brook, Rivulet, or Watercourse, and the Nature, Construction, and Dimensions of such Pipe, so as to denote and ascertain the Quantity of Water which ought to be directly supplied to the said Brook from the Reservoir or Reservoirs of the said Company; and also further to ascertain and determine and by his said Award to direct the Situation in which the Waste Weir or Weirs of the said Reservoir or Reservoirs shall be made, so as to communicate the surplus Water not required for the Purposes of the said Company into the usual and ordinary Channel of the said Brook, Rivulet, or Watercourse; and the said Engineer shall within Fifteen Calendar Months from the passing of this Act, or, in case of any Appointment of a new Engineer as herein-after mentioned, such new Engineer shall within Fifteen Calendar Months from the Time of such Appointment, make his Award in Writing upon the Matters and Things which he is hereby authorized to ascertain, determine, and direct.

The Engineer to call to his Assistance any other Engineer.

XIX. And be it further enacted, That, in case the said *William Benson* shall think it expedient to do so, he is hereby empowered to call in to his Assistance any other Civil Engineer whom he may think proper to select, in order to aid and assist him in ascertaining, directing, and determining the several Matters and Things hereby referred to him as aforesaid; so nevertheless that the said Award shall be the sole and exclusive Award of him the said *William Benson*.

New Engineer appointed in case of Death, &c.

XX. And be it further enacted, That in case at any Time hereafter the said *William Benson*, or any Engineer to be appointed as herein-after mentioned, shall die before making his Award, or shall neglect or refuse to act in the Execution of the several Powers and Authorities herein-

herein-before given to him for the Space of Fifteen Calendar Months, another Engineer shall within One Calendar Month thence following be appointed by the Chairman of the Adjourned Quarter Sessions of the Peace for the said County of *Lancaster* held at *Salford* in the said County, who is hereby authorized and required, on Application to him for that Purpose, to appoint such Engineer by Writing under the Hand of such Chairman; and such Engineer shall have the same Powers and Authorities in all respects as if he had been originally appointed an Engineer for the Purposes herein in this Behalf mentioned; and the Award of such newly-appointed Engineer shall be as binding and conclusive to all Intents and Purposes as if such Award had been made by the Engineer first appointed.

Matters not determined by Award to be determined by Engineer afterwards.

XXI. Provided always, and be it further enacted, That in case any further Matter, Difference, or Question shall at any Time hereafter arise between the said Company and any Person interested in the said Brook, Rivulet, or Watercourse, which shall not be provided for by any Award which shall have been previously made in the Premises, then and in every such Case the Matters and Things then remaining to be ascertained and determined shall be ascertained and determined by the said *William Benson* or the said other Engineer to be appointed as herein-before mentioned.

Gauge Weir and Pipe to be made and repaired by the Company.

XXII. And be it further enacted, That such Gauge Weir and Pipe respectively so to be made and set up as herein-before mentioned, and all Works for securing and protecting the same respectively, shall be made, erected, and completed by the said Company within such Time as the said Engineer shall by his said Award direct or appoint; and when such Gauge Weir, Pipe, and Works shall be made, erected, and completed as aforesaid the said Company shall for ever afterwards maintain and keep the same in good and substantial Order and Repair.

Engineer's Award to be enrolled with the Clerk of the Peace.

XXIII. And be it further enacted, That every such Award in Writing, with the Plans and Sections thereto annexed, shall be fairly engrossed, written, and drawn on Parchment, and within Six Calendar Months after the Execution thereof, or as soon as conveniently may be, shall be enrolled with the Clerk of the Peace for the said County of *Lancaster*, to the end that Recourse may be had thereto by any Person interested therein, for the Inspection and Perusal whereof the Sum of One Shilling shall be paid, and no more; and a Copy of every such Award, and the Plans and Sections thereunto annexed, or any Part thereof respectively, signed by the said Clerk of the Peace for the Time being or his Deputy, and purporting to be a true Copy, shall from Time to Time be made and delivered by such Clerk of the Peace for the Time being, or his Deputy as aforesaid, to any Person requesting the same, for which the Sum of Sixpence shall be paid, and no more for every Sheet of One hundred Words of such Copy of the said Award; and every such Award, Plans, and Sections, and each Copy of the same or any Part thereof respectively, signed as aforesaid, shall at all Times be admitted and allowed in all Courts whatsoever as legal Evidence; and every such Award, Plans, Sections, and all Matters and Things therein contained, shall to all Intents and Purposes

poses be binding and conclusive upon all Parties and Persons concerned therein.

Expences of Award, &c. to be paid by the Company.

XXIV. And be it further enacted, That the Charges and Expences of the said Engineer so appointed or to be appointed as aforesaid, and of his Appointment, and also of the said Engineer whom the said *William Benson* is empowered to call to his Assistance, and also the Costs and Charges of making and enrolling every such Award, and the Plans and Sections to be annexed thereto as aforesaid, or the Execution of the several Directions herein-before contained touching the same Water or anywise relating thereto respectively, shall be paid and borne by the said Company.

Map or Plan deposited with the Clerk of the Peace to remain there, and be oepn to Inspection.

XXV. And whereas a Map or Plan and Section describing the Line of the intended Aqueducts, and the Lands through which the same are intended to be carried, and the Situation of the intended Reservoirs and Works, and of the principal Springs, Rivulets, and Brooks or Streams of Water from which the Supply of Water is intended to be drawn, and a Book of Reference containing a List of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers respectively of such Lands, Springs, Rivulets, and Brooks or Streams of Water, have been deposited at the Office of the Clerk of the Peace for the said County Palatine of *Lancaster*; be it therefore further enacted, That the said Map or Plan and Section and Book of Reference shall remain in the Custody of the Clerk of the Peace for the Time being, or his Deputy; and all Persons shall, at any reasonable Time, have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, such Copy or Copies to be made by the said Clerk of the Peace or his Deputy on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies; and the said Company shall not in laying and making such Channels, Pipes, or Aqueducts of the said Waterworks deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan and Section, nor make any Reservoirs, Tanks, Works, or Dams in any other Land or Situation than in those therein described.

Limiting Deviation from Plan.

Error in Plan or Book of Reference not to prevent the Works being made.

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

Houses, &c. not to be injured, or cer-

XXVII. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize and empower the said Company, or any Person acting by or under their Authority, to take,

use, injure, or damage, for the Purpose of the said Waterworks, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and other Machinery and Conveniences hereby authorized to be made, any House or other Building, or any Land which is now set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, without the Consent in Writing of the Owners or Proprietors thereof and Persons interested therein respectively first had and obtained (other than and except such as are mentioned and described in the Schedule to this Act annexed). . . . . .

tain Land taken, without Consent.

XXVIII. And in order to enable the said Company to carry the Purposes of this Act into execution, be it further enacted, That it shall and may be lawful to and for the said Company, or their Committee for the Time being, and they are hereby empowered, from Time to Time to treat, contract, and agree for the absolute Purchase of any Lands, Buildings, Tenements, or Hereditaments within the said Town and several Townships which the said Company shall deem requisite for the Purposes of this Act, with any Person or Persons, or any Body Politic or Corporate or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years, absolute or determinable on any Life or Lives, or with any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Lunatics or Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants or Issue unborn, Lunatics, Idiots, Femes Covert, or other Person under any Disability of acting for themselves, who are or shall be seised, possessed of, or interested in their own Right, or with any other Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Estate, Right, or Interest therein, for the Uses and Purposes of this Act; and it shall and may be lawful to and for the said Company to hold to them, and their Successors and Assigns, such Lands, Buildings, Tenements, and Hereditaments, and any Term, Right, and Interest therein so purchased, and also to sell, either by public Auction or private Contract, and dispose of such Lands, Buildings, Tenements, and Hereditaments, or any Part or Parts thereof, and again from Time to Time to purchase and hold other Lands, Buildings, Tenements, or Hereditaments which the said Company shall deem more eligible for the Purposes aforesaid, as they shall think proper, and afterwards to sell and dispose of the same as aforesaid, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever: Provided always, that it shall not be lawful for the said Company to purchase or hold at any One Time a larger Quantity of Land than Twenty Statute Acres.

Power to contract for the Purchase of Lands and Buildiugs.

Limiting the Quantity of Land to be held by the Company.

XXIX. Provided always, and be it further enacted, That in case the said Company shall, by virtue of the Powers and Provisions of this Act, purchase the aforesaid Twenty Statute Acres of Land, or any Part thereof, of or from any Body or Bodies Politic, Corporate, or

Not to purchase more than Twenty Acres from

incapacitated Persons.

or Collegiate, Corporations Aggregate or Sole, Feoffees or Trustees for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for and on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, or any other Person being under legal Disability or Incapacity, and in case the said Company shall afterwards sell or convey the Whole or any Part of such Land, then it shall not be lawful for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, or other Persons being under any legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of those so sold or disposed of by the said Company, or any Part thereof.

Persons empowered to sell Lands, &c.

XXX. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extents as such Wives, Wards, Lunatics, and Idiots respectively would have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey or lease the same or any Part thereof, or any partial Estate or Interest therein, to the said Company.

Sales to be made at the Expence of the Company.

XXXI. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments, including the reasonable Costs, Charges, and Expences of furnishing and verifying such Title as the said Company may require, shall be made at the Expence of the said Company, and may be in the Form following, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Form of Conveyance.

'I [*or* We, *as the Case may be*,] of in
'consideration of the Sum of paid to me [*or*
'us, *or* into the Bank of *England*, *as the Case may be*] by the Com-
'pany

‘ pany of Proprietors of the *Bury* Waterworks, do hereby grant and ‘ release [*or* assign, *as the Case may be*,] to the said Company all ‘ [*here describe the Premises to be conveyed*], and all my [*or* our] ‘ Right, Title, or Interest in and to the same and every Part ‘ thereof, to hold to the said Company for ever, [*or*, *as the Case* ‘ *may be*, during all the Remainder of my [*or* our] Term, Estate, ‘ and Interest in the said Premises.] In witness whereof I [*or* we] ‘ have hereunto set my Hand and Seal [*or* our Hands and Seals] ‘ this Day of in the Year of our ‘ Lord .’

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

Satisfaction to be made for Lands taken or Damages sustained.

XXXII. Provided always, and be it further enacted, That full Compensation and Satisfaction shall be made by the said Company to all Parties and Persons who are or shall be seised or possessed of any Lands, or any Estate or Interest therein, by this Act authorized to be purchased, taken, and used, for the same, and for any Injury or Damage to arise from or by or in consequence of the Execution of any of the Powers hereby granted; and all such Parties and Persons shall and may accept and receive Compensation or Satisfaction for the Value of such Lands and for such Injury or Damage as shall be agreed upon by and between the said Parties and Persons respectively and the said Company or their Committee; and in case the said Parties and Persons, or any of them, and the said Company or their Committee, cannot agree as to the Value of the Premises, or the Amount of such Compensation or Satisfaction, the same shall be settled and ascertained as is herein-after directed.

In case Parties refuse or are incapable to treat; the Value of Land and Damages to settled by a Jury.

XXXIII. And be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, agree, or convey or release as aforesaid shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, or other Compensation as aforesaid; or if any of the Parties entitled to receive such Purchase Money, Satisfaction, or Compensation shall refuse to accept such Purchase Money, Satisfaction, or Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury; or if any of such Parties

Parties as aforesaid shall for the Space of One Calendar Month next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at their last or usual Place of Abode, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands or to proceed in constructing the Works by this Act authorized, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in possession and claim to be entitled unto or interested in; or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made; then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of any Five or more of the Committee of Management of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, commanding such Sheriff to impannel, summon, and return, and the said Sheriff is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff or his Under Sheriff at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day till duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff or Under Sheriff, or by some Person to be by him appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff or Under Sheriff shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff or Under Sheriff is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matter in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths (which Oaths, as well as the Oaths of all Persons who shall be called upon to give Evidence, the said Sheriff or Under Sheriff is hereby empowered and required to administer,) inquire of, assess, and give a Verdict

Verdict for the Sum of Money to be paid for the Purchase of such Lands (except for such Interest therein as shall have been of right purchased by the said Company from any other Person), and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause and Occasion of which shall have been in part only obviated or removed or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff or Under Sheriff shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Parties with whom any such Controversy shall arise, either by leaving such Notice at the Dwelling House of the Person or of the Clerk or Agent or other principal Officer of the Corporation: Provided also, that in all such Cases the Party claiming such Satisfaction or Compensation shall be Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are by Law entitled to in Actions tried in any of Her Majesty's Courts of Record at *Westminster*.

Lands bought of any Corporation or Person under any Disability to be valued by Two Surveyors or their Umpire.

XXXIV. Provided always, and be it further enacted, That the Consideration Money which may be awarded or assessed by any Jury to be paid for any Lands or Hereditaments, Share or Shares, to be purchased from or conveyed by any Person or Persons under any Disability or Incapacity as aforesaid, or not having Power to sell except under the Provision herein contained, shall in no Case be less than such Sum as the same shall be valued or assessed at by Two Surveyors, one of whom shall be nominated by the said Company, and the other by the Person or Persons contracting or agreeing to sell the same; and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any One or more Justice or Justices of the Peace acting for the County or Place in which the Lands or Hereditaments shall be situated shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in and make their Valuation, or if not then the Surveyor so to be nominated by the Justice or Justices as aforesaid, shall annex to their or his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof, conformable and subject to the Provisions of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths.* 5 & 6 W. 4. c. 62.

Compensation Money to be apportioned.

XXXV. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Share and Proportion of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person for any particular Estate, Term, or Interest which he may have in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to be recorded.

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

Penalty on Sheriffs, Jurors, and Witnesses making default.

XXXVII. And be it further enacted, That if any Sheriff or Under Sheriff shall make default in the Premises, he shall for any such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be thereby prejudiced or injured, the same to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster;* and if any Person so summoned and returned upon such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quakerto make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn or affirm, or to give Evidence, every Person so offending, having no reasonable Excuse (such reasonable Excuse to be judged of and determined by the said Sheriff or Under Sheriff), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the said County of *Lancaster*, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Jurors to be under same Regulations as Jurors at Westminster.

XXXVIII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of Her Majesty's Courts of Record at *Westminster*,

Westminster; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath (or being Quakers upon their Affirmation) shall wilfully or corruptly give false Evidence before any such Jury, Sheriff or Under Sheriff, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Penalties and Punishment to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

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

Notice of Injury to be given to Company before Complaint.

XL. And be it further enacted, That the said Company shall not be obliged nor shall any Jury as aforesaid be allowed to receive or take notice of any Complaint to be made by any Party for any Injury or Damage by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless

unless Notice in Writing stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall, after Notice in Writing of this Provision given by this Company, have been given by or on behalf of the Person making such Complaint to the said Company Fourteen Days at least before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Injury or Damage having been sustained, or the doing or committing thereof shall have ceased.

For settling Disputes as to Damages to a small Amount.

XLI. And be it further enacted, That in case the Value or Amount of any Compensation or Satisfaction to be made for any Lands taken for the Purposes of this Undertaking, or for any Damages from Time to Time claimed or to be claimed, shall be alleged to amount to any Sum under Twenty Pounds, then such Value, Compensation, or Satisfaction shall be ascertained and determined by some Two or more Justices of the Peace for the said County of *Lancaster*, and shall and may be levied and recovered by Warrant under the Hands and Seals of such Justices, together with such reasonable Costs and Charges as shall be awarded and allowed by them, by Distress and Sale of any Goods and Chattels of the said Company or of their Treasurer, unless the Treasurer of the said Company shall discharge the same within Twenty-one Days next after the Day on which the same shall be ascertained and settled by such Justices as aforesaid, which he is hereby authorized and empowered to do out of any Monies received or to be received by him as such Treasurer as aforesaid.

Application of Compensation Money when amounting to 200*l.*

XLII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for Purchase of any Lands to be taken or used for the Purposes of this Act, or for any Compensation or Satisfaction under this Act, which any Corporation, or any Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall (in case the same shall amount to or exceed the Sum of Two hundred Pounds) with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex-parte* "The *Bury* Waterworks Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His Majesty King *George* the Fourth,
1 G. 4. c. 35. intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court, made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge

Discharge of any Debt or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

When less than 200*l.* and amounting to or exceeding 20*l.*

XLIII. And be it further enacted, That if any Money agreed or awarded to be paid for any Lands purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed or be equal to the Sum of Twenty Pounds, then and in all such Cases the same shall (at the Option of the Person for the Time being entitled to the Rents and Profits of the Lands so purchased, taken, or used, or of his Guardian or Committee in case of Infancy or Lunacy, to be signified in Writing under their respective Hands,) to be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be nominated by the Person making such Option, and approved of by the said Company, (such Nomination and Approbation to be signified in Writing under the Hands of the Parties nominating such Trustees, and under the Common Seal of the said Company,) in order that such Principal Money and the Dividends arising therefrom may be applied in manner herein-before directed, so far as the Case may be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Exchequer.

When less than 20*l.*

XLIV. And be it further enacted, That where such Money so agreed or awarded to be paid as last before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person who would for the Time being have

have been entitled to the Rents and Profits of the Lands so purchased, taken, or used for the Purposes of this Act, in such Manner as the said Company shall think fit, or in case of Infancy or Lunacy then to his Guardian or Committee, to and for the Use and Benefit of such Person so entitled.

In case of not making a good Title.

XLV. And be it further enacted, That in case the Person to whom such Sum of Money shall be so ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or shall refuse to execute such Conveyance, or in case such Person to whom such Sum of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person entitled to such Lands be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum so awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Persons interested in the said Lands, (describing them,) subject to the Order, Control, and Disposition of the said Court; which said Court, upon the Application of any Person making claim to any such Sum of Money or to any Part thereof by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Person making claim thereto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Sum of Money is hereby required to give a Receipt for the same, mentioning and specifying for what and for whose Use the same is received, to such Person as shall pay any such Sum of Money into the Bank as aforesaid.

In case of disputed Titles, the Person in Possession to be deemed lawfully entitled.

XLVI. And be it further enacted, That when any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, or Interest in any Lands to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any of such Bank Annuities, the Person who shall have been in possession of such Lands at the Time of such Purchase by the said Company, and all Persons claiming under such Person, or under the Possession of such Person, shall be deemed and taken to have been lawfully entitled to the said Lands according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interests of the Bank Annuities to be purchased with such Monies, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to the said Lands, or to some Estate or Interest therein.

XLVII. Pro-

The Court may Order reasonable Expences of Purchases and of Investments to be paid by the Company.

XLVII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid in the Bank of *England*, it shall be lawful for the said Court to order all the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and of the Reinvestment of the Purchase or Compensation Money in other Land, or so much of such several Costs, Charges, and Expences as the said Court shall deem reasonable, and likewise the Costs, Charges, and Expences occasioned only by the passing of this Act, and not by Litigation between Claimants, or otherwise of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money in Government or Real Securities, and for the Payment of the Interest and Dividends thereof, and of such Government or Real Securities, or of the Money to be produced by the Sale thereof, out of Court, together with the necessary Costs and Charges of obtaining the proper Order for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct; and also that where in any other Cases the Purchase Money for any Lands to be taken or used under the Authority of this Act, or any Monies payable for any Satisfaction, Recompence, or Compensation under this Act, shall by reason of or under any of the Provisions of this Act be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, it shall likewise be lawful for the said Court to order reasonable Expences of any Party or Parties in procuring the same to be paid out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be in like Manner paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company accordingly shall from Time to Time pay such Sums of Money and in such Manner and for such Purposes as the said Court shall direct.

Expences of Title to be paid by the Company.

XLVIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges,

and

and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company deliver a Bill of their said Costs, Charges, and Expences to the said Company.

How Costs are to be ascertained.

XLIX. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company, to the Person or Persons from whom such Lands shall have been purchased or taken, to be paid to the Person or Persons aforesaid: Provided always, that the said Company shall not be at liberty to enter into possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex-parte* "The *Bury* Waterworks Company," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His Majesty King *George* the Fourth; which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless the Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Power to enter Lands on Payment of Purchase Money.

L. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner aforesaid, or by any Justices as herein-before mentioned, for the Purchase of any Lands, to the Proprietor of the said Lands, or to such other Person as shall be interested therein or entitled to receive such Money, within One Calendar Month after the same shall be so agreed for, determined,

determined, or assessed, or if the Person so entitled or interested as aforesaid cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance of the Premises which shall be required for the Purposes of this Act, then, upon Payment of the said Sum of Money into the Bank of *England* as herein-before directed and required, for the Use of the Person entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands respectively, and then and thereupon the said Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of every Person therein whose Right or Interest shall be purchased by such Payment shall thenceforth be vested in and become and be the sole Property of the said Company, to and for the Purposes of this Act, for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her, or their Issue, and other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut into, take, or use such Lands, for the Purpose of making the said Waterworks or other Works hereby authorized to be made, without the Leave of the respective Owners and Occupiers thereof in Writing under their respective Hands.

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

LI. Provided always, and be it further enacted, That nothing herein contained shall extend to defeat, prejudice, or affect the Right of the Lord of any Manor, or of any Owner of any Lands, in, upon, or through which the said Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid shall be made, to the Mines and Minerals lying and being within and under the Lands to be set out or made use of for such Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid, or any of them, but all such Mines and Minerals are hereby reserved to the Lord of such Manor and to the Owner of such Lands respectively, and their Heirs, Executors, Administrators, and Assigns respectively; and it shall be lawful for the Lord of such Manor, and the Owner of such Lands, and their respective Heirs, Executors, Administrators, and Assigns, subject to the Conditions and Restrictions herein contained, to work, get, drain, take and carry away, to his and their own Use, such Mines and Minerals, not thereby injuring, prejudicing, or endangering the said Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences aforesaid, or any of them, any thing herein contained to the contrary notwithstanding.

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

LII. Provided also, and be it further enacted, That if the Owner or Worker of any Coal or other Mine shall, in pursuing such Mine, work near or under the said Waterworks, Reservoirs, Aqueducts, or other Works as aforesaid, or any of them, so as in the Opinion of the said

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

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

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

Company empowered to open the Surface of the Highways, and to lay down Pipes

LIV. And be it further enacted, That, for the Purpose of supplying Water to the Inhabitants within the Limits of this Act, it shall be lawful for the said Company and they are hereby empowered to open and break up the Soil, Pavement, and Surface in and of the several Highways, Turnpike Roads, Streets, and other public Places within the said Limits, and also any Sewers or Drains therein, and to

lay and place within such Limits, Pipes, Conduits, and other Apparatus and Conveniences, and to do all other Acts which the said Company shall from Time to Time deem necessary for supplying Water to the Inhabitants of the said Limits, according to the true Intent and Meaning of this Act, and also from Time to Time to open and break up such Soil, Pavement, Surface, Sewers, and Drains for the Purpose of repairing, altering, or removing any such Pipes, Conduits, Apparatus, or Conveniences, they the said Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation, as in this Act mentioned, for any Damage which may be done in the Exercise of such Powers: Provided always, that before the Soil, Pavement, or Surface of any of the said Highways, Turnpike Roads, Streets, or other Places shall be broken up, Five Days previous Notice in Writing shall be given by the said Company to the Surveyors for the Time being of such Highways, and to the Trustees or Commissioners of such Turnpike Roads or Streets respectively intended to be broken up or opened, or to the Clerk of such Trustees or Commissioners, specifying the Part or respective Parts of the Highways, Turnpike Roads, Streets, or Places which are intended to be opened or broken up, to the Intent that such Surveyors, Trustees, or Commissioners, or such Persons as they shall respectively appoint or authorize, may inspect aud superintend the opening or breaking up of such Highways, Turnpike Roads, Streets, or Places, and may direct the Manner in which the same shall be opened or broken up; and the same shall be opened and broken up in the Manner and according to the Direction of such Surveyors, Trustees, or Commissioners: Provided also, that in no Case shall any Part of any such Highway, Turnpike Road, Street, or Place be wholly stopped or rendered impassable for Carriages or Cattle, unless it be unavoidably necessary, in which Case the said Company shall at their own Expence provide another Road or Passage for Carriages and Passengers as good and convenient as Circumstances will admit, until the Highway, Turnpike Road, Street, or place aforesaid shall be restored and re-opened to the Public.

for the Conveyance of Water.

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

Requiring Company to reinstate Pavement, &c. after Pipes laid down.

LVI. And

Power, to sell Lands, &c. not wanted.

LVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, within Five Years after the Period of purchasing any Land, to sell and dispose of any Part or Parts of the Land which shall be conveyed to or vested in the said Company, and which shall not be wanted for the Purposes of the said Undertaking, either together or in Parcels, by public Auction or private Contract, as they shall think most convenient and advantageous, to such Persons as shall be willing to contract for and purchase the same, and by Indenture under their Common Seal to convey and assure the same accordingly; and all such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom thereof notwithstanding: Provided always, that before the said Company shall sell or dispose of any Part or Parts of the said Land or Ground, Buildings or Hereditaments, or their Estate or Interest therein, they shall first offer to sell the same to the Owner or Owners of the adjoining Lands, by Notice in Writing to be delivered to such Owner or Owners, or left at the House of the Owner or Owners of such adjoining Lands; and if the Owner or Owners of such adjoining Lands shall be desirous of repurchasing the same, he, she, or they shall signify such his, her, or their Desire and Intention in that Behalf to the said Company within Fourteen Days next after such Offer shall have been made; and in case such Person or Persons shall refuse or decline to avail himself, herself, or themselves of such Offer, or shall neglect or omit to signify his, her, or their Desire to repurchase such Lands for the Space of Fourteen Days, then and in every such Case a Declaration made in the Manner and Form prescribed in and by an Act passed in the Fourth and Fifth Years of the Reign of His late Majesty King *William* the Fourth, for the more effectual Abolition of Oaths, and to substitute Declarations in lieu thereof, before a Master or a Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the said County Palatine of *Lancaster*, by some Person not interested in the said Lands, stating that such Offer was made by or on behalf of the said Company, in manner aforesaid, and that such Offer was refused or declined or was not accepted or agreed to by the Person or Persons to whom the same was made within the Space of Fourteen Days from the Day of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused or declined or was not accepted and agreed to within the Time aforesaid; and that the Money produced by the Sale to be made by the said Company of such Lands as aforesaid shall and may be expended in such Manner as the said Company of Proprietors shall think fit.

Owner of adjoining Lands to have the Preference of purchasing.

Upon Payment of Purchase Money the Treasurer may give Receipts.

LVII. And be it further enacted, That upon Payment of the Money which shall arise by Sale of any Lands, Buildings, or Hereditaments, or of any Interest therein belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, it shall be lawful for the Treasurer for the Time being of the said Company to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, and such Person shall not afterwards

afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or of any Part thereof.

The Word "grant" to operate as a Covenant for the Title.

LVIII. And be it further enacted, That in all Grants and Conveyances to be made by the said Company under or by virtue or in pursuance of the several Powers and Authorities to them hereby given, the Word "grant" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee, Lessee, or other Purchaser, his Heirs, Executors, Administrators, and Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were at the Time of the Execution of every such Grant, Release, or Conveyance seised of the Hereditaments and Premises thereby granted, conveyed, and sold of and in an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all Persons claiming under them; and all such Purchasers shall be indemnified and saved harmless by the said Company and their Successors, unless and so far as the same shall be restrained and limited by express Words contained in such Conveyances.

For making good Deficiencies in Land Tax.

LIX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the said Township or several Townships; be it therefore further enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Lands charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for Redemption of Land Tax), be subject and liable from Time to Time to pay and make good, to or in aid of the said several Townships, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the same Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Powers of the Act may be put into immediate Execution.

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

Capital to be 10,000*l.* in

LXI. And be it further enacted, That the Capital or Joint Stock of the said Company to be applied and used in establishing and carrying on

Shares of Ten Pounds each.

on the Undertaking and Purposes aforesaid shall be Ten thousand Pounds Sterling (unless the Amount thereof shall be increased by virtue of the Provisions for that Purpose herein-after contained), and the whole of the said Capital Stock shall be divided into Shares of Ten Pounds Sterling each; and all Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall subscribe for any such Share, or such Sum as shall be demanded in lieu thereof, towards the said Undertaking, shall have and be entitled to a Share of and in the said Capital or Joint Stock of the said Company in proportion to the Monies which they shall have so contributed towards making up the same, and to a proportionate Share of the net Profits and Advantages which shall accrue from the said Undertaking, as and when the same shall be divided by the Authority of this Act: Provided always, that it shall not be lawful for any Person to hold in his own Name, or in the Name of any other Person for his Use, any greater Number of Shares than One hundred Shares in the said Undertaking, and shall not receive or be entitled to any Interest, Dividends, and Profits to grow due upon any greater Number than One hundred Shares; and the Shares in the said Undertaking and in the net Profits and Advantages thereof shall be deemed Personal Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly.

Shares to be Personal Estate.

Proprietors not to be responsible for more than the Amount of their original Subscription.

LXII. Provided always, and be it further enacted, That no Person or Persons being a Proprietor or Proprietors of any Share or Shares in the Capital or Joint Stock of the said Company, or his, her, or their Estate or Effects, shall, by reason of his, her, or their being such Proprietor or Proprietors, be responsible or liable for or to the Payment of any larger or greater Sum of Money for any of the Purposes of this Act, or in consequence of any Proceedings to be had under or by virtue of the same, than the Amount of the Sum or Sums by him, her, or them subscribed for or to be subscribed for, or then was or had been subscribed for, or by any original Proprietor or Proprietors of the Shares or Share constituting any such Proprietorship, any thing in this Act contained to the contrary notwithstanding.

For enforcing Payment of Subscriptions.

LXIII. And be it further enacted, That the several Persons who have subscribed for or agreed to advance, or who shall hereafter subscribe for or agree to advance, any Money for and towards the said Undertaking, and who shall at any Time hereafter have or hold any Shares in the Capital or Joint Stock of the said Company, or shall be Proprietors of the said Undertaking, shall and they are hereby required to pay the Sum of Money subscribed and to be subscribed for and in such Parts, Shares, and Proportions as shall from Time to Time be called for by the said Company pursuant to the Powers and Directions of this Act, at such Times and Places, to such Persons, and in such Manner as shall be ordered and directed by the said Company; and in case any Person shall neglect or refuse to pay any such Sum, at such Times and in such Manner as shall be ordered by the said Company, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise in any of Her Majesty's Courts of Record at *Westminster*, together with lawful Interest

Interest for the same from the appointed Time of Payment, with full Costs of Suit.

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

LXIV. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, to cause the Names and proper Additions of the several Persons who shall then be entitled to Shares in the said Undertaking, with the Number of Shares or the Amount of all the Subscriptions which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company; and after such Entry made to cause a Ticket or Instrument, with the Common Seal of the said Company to be affixed thereto, to be delivered to every such Subscriber, on Demand, specifying the Shares to which he is entitled in the said Undertaking; and such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscribers, their Executors, Administrators, or Successors and Assigns, to the Shares therein specified; but the Want of such Ticket or Instrument shall not hinder or prevent the Owner of any Shares from selling or disposing thereof; and such Ticket or Instrument may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

'The Company of Proprietors of the *Bury* Waterworks.

'Number .

'THESE are to certify, That *A. B.* of is a
'Proprietor of the Share [*or* Shares, *as the Case may be*,] Number
'being Share [*or* Shares, *as the Case may be*],
'of the Capital and Joint Stock of the *Bury* Waterworks Company,
'subject to the Rules, Regulations, and Orders of the said Company;
'and that the said *A. B.*, his, her, or their Executors, Administrators,
'[*or* Successors] and Assigns, is and are entitled to the Profits and
'Advantages of such Share [*or* Shares]. Given under the Common
'Seal of the said Company the Day of in the
'Year of our Lord One thousand eight hundred and .'

Committee empowered to make Calls.

LXV. And be it further enacted, That the said Committee of Management shall have Power from Time to Time to make such Calls of Money from the Subscribers to the said Undertaking, in order to defray the Expences of and to carry on the same, as they shall from Time to Time find necessary, so that no such Call shall exceed the Sum of Five Pounds upon each Share, and there shall be an Interval of at the least Three Calendar Months between each successive Call, and Ten Days Notice at least shall be given of every such Call; and all Money so called for shall be paid to such Persons and in such Manner as the said Committee shall from Time to Time order and appoint for the Use of the said Undertaking; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportions of the Money so to be called for as aforesaid to such Persons and at such Times and Places as the said Committee shall from Time to Time order and appoint; and if any Owner of any Shares shall not so pay such his rateable Proportion, then and in every such Case such Owner shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for Payment thereof up to the Time when the same shall be paid; and if any Owner of any

Shares

If Owners of Shares neglect to pay Calls they may be sued for or the Shares forfeited.

Shares shall neglect or refuse so to pay such his rateable Proportion, together with Interest (if any) as aforesaid, for the Space of One Calendar Month after the Day appointed for the Payment thereof, then or at any Time thereafter it shall be lawful for the said Company to sue for and recover the same as aforesaid; or the said Company or the said Committee may and they are hereby authorized to declare the Shares belonging to any Person so refusing or neglecting to pay any such Call, together with Interest in manner last aforesaid, to be forfeited, and to be sold, subject to the Provisions of this Act, for the Use and Benefit of the said Company: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of Shares in the said Undertaking until Notice in Writing, under the Hand of the Clerk or Treasurer of the said Company, of such Shares having been declared by the Committee forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of every such Share, nor until the Declaration of the Forfeiture of the said Committee shall have been confirmed either at a General Meeting or at some Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of One Calendar Month at the least from the Day on which Notice of Forfeiture shall have been given as aforesaid; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at a General or Special General Meeting, shall have Power to direct the said Committee to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the Committee may in that Case sell and dispose of such Shares by public Auction or private Contract, and together or in Lots, and in such other Manner and for such Price as they may think fit; and a Declaration made by some credible Person not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Committee, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated.

Notice of Forfeiture to be given previous to Sale.

If Purchase Money of Shares shall be more than sufficient to pay Arrears of Calls and Interest, &c. Surplus to be paid to the Owner on Demand.

LXVI. Provided always, and be it further enacted, That in case the Money produced by Sale of any Share or Shares shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon, and the Expences attending such Sale, the Surplus of such Money shall be paid, on Demand, to the Person to whom such Shares shall have belonged: Provided also, that the said Company shall not by virtue of this Act sell or transfer, or direct to be sold or transferred, any more of the Shares of such Defaulter than shall be sufficient, as near as may be at the Time of such Call, to pay the Arrears due from such Defaulter for or on account of such Call, and the Interest and Expences attending the same; and from and after the Payment of all such Calls, and the Interest and Expences as aforesaid, any Share vested in the said Company as aforesaid which shall remain in thei Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before

such Forfeiture as aforesaid, in the same Manner as if such Calls had been duly and regularly paid.

Shares may be transferred.

LXVII. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, their Successors, Executors, Administrators, and Assigns, to sell and transfer any Shares of which they shall respectively be possessed; and every such Transfer shall be by Writing duly stamped, in which the Consideration shall be truly stated and specified, and may be in the Form or to the Effect following; (that is to say,)

Form of Transfer of Shares.

'I [*or* We] of in consideration of
' paid to me [*or* us] by of do hereby bargain,
' sell, and transfer to the said Share [*or* Shares] in "The
' *Bury* Waterworks Company," Number [*or* Numbers]
' in the said Undertaking, to hold to the said Executors,
' Administrators, Successors, and Assigns, subject to the same Rules,
' Orders, and Restrictions, and on the same Conditions as I [*or* we]
' held the same Share [*or* Shares] immediately before the Execution
' hereof; and I [*or* we] the said do hereby agree to
' take and accept the said Share [*or* Shares], subject to the said Rules,
' Orders, Restrictions, and Conditions. As witness Hand and
' Seal, this Day of in the Year of our
' Lord .'

Transfers to be registered.

And every such Transfer shall be produced to the Clerk of the said Company, and shall be registered by him in the Books of the said Company, for which the Sum of Two Shillings and Sixpence shall be paid by the Person so requiring such Transfer to the said Clerk, and no more; and the Registry thereof shall specify the Dates, Names of the Parties, and the Number of Shares transferred; and a Copy of such Register, signed by the said Clerk, shall be sufficient Evidence of such Transfer, and be received and admitted as such; and until such Transfer shall be registered in the Books of the said Company, no Purchaser of any Share, his Executors, Administrators, Successors, or Assigns, shall be deemed a Proprietor, or have any Part of the Profits of the said Undertaking, nor shall receive any Interest or Dividends for or in respect of such Share so purchased, nor be entitled to any Vote at any Meeting as a Member of the said Undertaking, in respect of such Share, until after such Transfer shall have been registered.

No Share shall be sold after a Call until the Money called for is paid.

LXVIII. And be it further enacted, That after any Call for Money shall have been made by virtue of this Act no Person shall sell or transfer any Share or Shares which he shall possess in the said Undertaking until the Money so called for in respect of his Share or Shares intended to be sold shall be paid, and every such Sale or Transfer of any such Share or Shares shall be absolutely void and of no Effect.

For ascertaining the Proprietorship of Shares in certain Cases.

LXIX. And whereas in case any original Owner or Proprietor of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, go out of the Kingdom, or shall transfer his Right and Interest to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk of the said

said Company, it may not be in the Power of the said Company or any Officer thereof to know who is the Owner or Proprietor of such Share or Shares; be it therefore further enacted, That in all Cases where the Right and Property in any Shares in the said Undertaking shall pass from any Subscriber or Proprietor thereof to any other Person than by any other legal Means than by Transfer or Conveyance thereof in manner before specified, a Declaration shall be made before a Master Extraordinary of Her Majesty's High Court of Chancery, or a Justice of the Peace for the County of *Lancaster*, and such further Evidence shall be produced as the said Company or Committee of Management shall require of the Manner in which such Shares have passed to such Person, his Executors, Administrators, Successors, or Assigns; and the said Declaration, and a Minute of such further Evidence (if any), shall be delivered to the Clerk of the said Company, to the Intent that he may enter and register the Name of every such other Proprietor in the Register Book or List of Subscribers and Proprietors of the said Undertaking to be kept in the Office of the Clerk of the said Company; and the Clerk shall be entitled to receive for each such Entry the Sum of Two Shillings and Sixpence, and no more.

Power for Company to raise among themselves a further Sum, if necessary, not exceeding Three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, and to create fresh Shares.

LXX. And be it further enacted, That in case the Money hereinbefore authorized to be raised shall be found insufficient for the making, completing, and maintaining of the said Reservoirs, Aqueducts, and other the Works hereby authorized to be made, and all necessary Charges and Expences relating thereto, then it shall and may be lawful for the said Company of Proprietors to raise and contribute amongst themselves in manner aforesaid, and in such Shares and Proportions as to them shall seem meet, or to raise by the Admission of new Subscribers, any further or other Sum of Money for completing and perfecting the said Undertaking, not exceeding the Sum of Three thousand three hundred and thirty-three Pounds, Six Shillings and Eight-pence; and every Person, being a Subscriber towards raising such further or other Sum of Money shall be a Proprietor in the said Undertaking, and shall have a like Vote by himself in respect of the said additional Sum to be raised, and shall also be liable to such Forfeitures, and stand interested in all the Profits of the said Undertaking, in proportion to the Sum he shall or may subscribe thereto, and shall have the same Power, and be subject to the same Liabilities and Restrictions, as generally and extensively, to all Intents and Purposes, as if such further or other Sum hereby allowed to be subscribed for and raised had originally been Part of the said Sum of Ten thousand Pounds, any thing herein contained to the contrary thereof in anywise notwithstanding.

Power to raise the said Three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence by Mortgage.

LXXI. Provided always, and be it further enacted, That in case the said Company shall be desirous of raising the said additional Sum of Three thousand three hundred and thirty-three Pounds Six Shillings and Eight-pence, or any Part thereof, by Mortgage of the said Undertaking, it shall be lawful for the said Company, when and as soon as One Half of the said Capital or Sum of Ten thousand Pounds shall have been paid up, and not before, from Time to Time to borrow and take up at Interest all or any Part of the said Sum of Three thousand three hundred and thirty-three Pounds Six Shillings and

Eight-pence by Mortgage of the said Undertaking, to be payable out of the Rents and Profits of the said Company, as the said Company shall think proper; and the said Company are hereby fully authorized and empowered, under their Common Seal, to grant or assign over the said Rents and Profits thereof as a Security for any Sum or Sums of Money so to be borrowed, with Interest for the same, as to them shall seem meet, provided that no Sum be borrowed or taken up upon Mortgage as aforesaid, unless a previous Resolution authorizing the same to be so raised shall be entered into and passed at some General or Special General Meeting of the said Company.

Form of Grant or Assignment.

LXXII. And be it further enacted, That every such Grant or Assignment so to be given as a Security for any such Sum of Money so to be borrowed by way of Mortgage shall and may be made in the Words following, or in any other Words to the like Effect; (that is to say,)

'BY virtue of an Act passed in the First Year of the Reign of Her 'Majesty Queen *Victoria*, intituled [*here set forth the Title of* '*this Act*], we, the Company of Proprietors of the *Bury* Water-'works, incorporated under and by virtue of the said Act, in consi-'deration of the Sum of Pounds to us lent 'and advanced by *A. B.* of do grant and convey unto 'the said *A. B.*, his [*or* her] Successors, Executors, Administrators, 'and Assigns, the said Waterworks, and all the Works thereto 'belonging, and all and singular the Sums of Money arising and 'payable to us for Water by virtue of the said Act, and all our 'Right, Title, and Interest of, in, and to the same, to hold unto the 'said *A. B.*, his [*or* her] Successors, Executors, Administrators, and 'Assigns, until the said Sum of Pounds, 'with Interest for the same after the Rate of *per Centum* '*per Annum*, shall be fully paid and satisfied. Given under our 'Common Seal this Day of in the 'Year of our Lord .'

And every Person to whom such Grant or Conveyance shall be made shall be equally entitled to a Proportion of the Profits and Advantages in the said Undertaking, according to the respective Sums in such Assignments mentioned to be advanced, without any Preference by reason of Priority of any Grant or Conveyance, or on any other Account whatsoever: Provided always, that whenever the said Company shall be desirous of paying off any Part of the Debt so to be secured on Mortgage as aforesaid, it shall and may be lawful for the said Company or their Committee to pay unto each and every of the said Creditors an equal Rate *per Centum*, according to the Amount of their respective Share or Shares, or to select by Ballot the Security or Securities so to be paid off.

Entries of Mortgages to be made in Company's Book.

LXXIII. And be it further enacted, That a Transcript or Copy of every such Grant or Conveyance, or an Entry or Memorial thereof, containing the Dates, Names of the Parties, and Sums of Money paid, shall be made in a Book or Books to be kept for that Purpose by the Clerk of the said Company, which Book or Books shall be perused at all seasonable Times by any of the Proprietors of the said Undertaking without Fee or Reward.

LXXIV. And

Mortgages to be transferrable by Indorsement.

LXXIV. And be it further enacted, That every Person to whom any such Grant or Conveyance shall be made as aforesaid may from Time to Time assign and transfer such Grant or Conveyance to any Person, and *toties quoties*; and the Assignment and Transfer shall and may be made by Indorsement on such Grant or Conveyance; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for such Transfer shall be truly stated and specified, and shall be in the Words or to the Effect following, and be signed and sealed, or sealed (as the Case may be), in the Presence of One credible Witness, who shall subscribe his Name and Place of Abode thereto; (that is to say,)

Form of Transfer of Mortgage.

'I [*or* We], . in consideration
'of the Sum of paid by
'of do hereby assign and transfer the
'within Security, and all my [*or* our] Right, Title, and Interest in and
'to the same, and all Benefit and Advantage to arise therefrom, unto
'the said [Successors *or*] Executors, Administrators,
'and Assigns. Witness my Hand and Seal [*or* our Hands and Seals,
'*or* our Common Seal,] this Day of
'in the Year of our Lord .'

Entries of Transfers to be made in Company's Books.

LXXV. And be it further enacted, That every Transfer shall within Thirty Days next after the Date thereof be produced and left with the Clerk of the said Company, who shall, within Ten Days then next following, cause an Entry or Memorial to be made thereof, in like Manner as of the original Grants or Conveyances; and after such Entry made, but not till then, every Person to whom such Assignment or Transfer shall be made, his Successors, Executors, Administrators, and Assigns, shall be entitled to the Benefit of such Grant or Conveyance, and the future Payments thereon, and to all Benefit and Advantage arising therefrom; and for the Entry of every such original Grant or Conveyance, and of every such Assignment or Transfer, the said Clerk shall be paid, by the Party to whom such Grant, Conveyance, or Transfer shall be made, the Sum of Two Shillings and Sixpence, and no more.

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

LXXVI. And be it further enacted, That such of the Inhabitants of the said several Townships of *Walmersley-cum-Shuttleworth*, *Bury*, and *Elton* as shall be desirous of having Water from the Waterworks of the said Company conveyed into their Premises, may and are hereby authorized and empowered, at their own Expence (having given Fourteen Days previous Notice in Writing of his, her, or their Intention so to do to the said Company, and with the Consent of the Owners or Occupiers of any Premises through which any Service Pipes shall be conveyed,) to open the Ground between the Main Pipes or Branch Pipes of the said Company and the respective Premises of such Inhabitants, and to lay any Leaden or other Service Pipes (the Bore whereof may be of the Dimensions of Three Fourths of an Inch in Diameter, without the Consent of the said Company, and of a greater Bore with the Consent of the said Company,) from such Premises, to communicate with the Main or Branch Pipes of the said Company, such respective Inhabitants paying to the said Company the several Rents herein-after mentioned.

LXXVII. And

Pipes to be laid to Main Pipes under the Superintendence of the Surveyor of the Company.

LXXVII. And be it further enacted, That no such Inhabitant shall lay any Pipes to communicate with the Main or Branch Pipes of the said Company, except under the Superintendence and Control of the Surveyor or other Officer appointed by the said Company for that Purpose, unless no such Surveyor or Officer shall attend after Notice served on the said Company at least Six Days previously, such Notice specifying the particular Day and Hour when such Pipe is intended to be laid, or made to communicate as aforesaid with the Pipes of the said Company: Provided always, that any Person who shall have laid down any Pipe as aforesaid shall be at liberty to remove and take away the same, and the Cocks and other Apparatus belonging thereto, after having first given Fourteen Days Notice in Writing to the said Company of his Intention so to do, and of the Time of such proposed Removal, and doing no Injury or Damage to the Pipes and Works of the said Company.

Cisterns and Ballcocks to be provided.

LXXVIII. And be it further enacted, That every Person supplied with Water under the Provisions of this Act shall, on the Requisition of the said Company, provide a proper Cistern to receive and retain the Water with which he shall be so supplied, and such Person shall also provide a Ball and Stopcock, affixed to the Pipe, and conducting the Water from the Works of the said Company to such Cistern, and shall keep the same in good Repair, so as effectually to prevent the Water conveyed into such Cistern from running to waste; and in case such Person shall make default in any of the Matters aforesaid, it shall be lawful for the said Company, or for any Person acting under their Authority, to cut off the Pipe or to turn off the Water from the Premises of such Person, until such Cistern and Ball and Stopcock shall be provided or repaired, as the Case may be.

Penalty on Persons supplying Water to others not agreeing with the Company and allowing Waste of Water.

LXXIX. And be it further enacted, That if any Person supplied with Water by virtue or under the Powers and Provisions of this Act shall supply any other Person who shall not have agreed with the said Company to be supplied with Water, or shall wilfully permit any other Person not having so agreed to be supplied to take any Water, or if any Person, not having so agreed to be supplied, shall take or use any Water at or from any Reservoirs, or any Pipes leading thereto, or any Main Pipe or Branch Pipe or Service Pipe, or any Cock affixed or to be affixed to any Reservoir, Aqueduct, or Pipe, made, laid, or used for the Purposes of this Act, or from any Cistern or other Receptacle for Water as aforesaid; or if any Person shall, by negligently suffering his Service Pipes or Cisterns or other Receptacles for Water, or the Cocks belonging thereto, to be out of repair, occasion the Water thereby supplied to run to waste or useless, then and in every such Case every Person so offending as aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be recovered as herein-after mentioned; and in addition to the said Penalty it shall be lawful for the said Company to repair the said Cocks, Pipes, Cisterns, and other Receptacles, and the Expences thereof shall be payable by the Person so allowing the same to be out of repair, and be recoverable in manner herein provided for the Recovery of Water Rent.

Limiting Rents to be paid for the Water.

LXXX. And be it further enacted, That the said Company shall and they are hereby required to furnish a sufficient Supply of Water to every Inhabitant occupying a private Dwelling House or Part of a Dwelling House within the several Townships aforesaid in which any Pipe of the said Company shall be laid, for the domestic Uses of every such Inhabitant, at the following Rates *per Annum*; that is to say, where the annual Rack Rent Value of the Premises so supplied with Water shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent shall be above Twenty Pounds and not exceed Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and such Water Rent shall be payable according to the actual Amount of the Rent or according to the actual annual Value of the Premises, in all Cases in which such last-mentioned Rent or Value can be ascertained, and in Cases in which the same cannot be ascertained then according to the Rack Rent in the Proportion to which such Inhabitants shall be assessed to the Poor's Rate: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitants for any less Sum than Twelve Shillings in any One Year: Provided also, that in case of Steam Engines, Manufactures, Cloth Dressers, Dyers, Hatters, Printers, Bleachers, Distillers, Brewers, Innkeepers, Maltsters, Alehouse Keepers, or other Persons requiring a Supply of Water for other than domestic Purposes, and also in case of Persons requiring a Supply of Water for Baths, Ponds, Pools, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business, or for any other than domestic Purposes, such Supply shall be furnished by the said Company at such Rent as shall be agreed upon between such Persons and the said Company.

Rate for trading Purposes.

Rents to be payable in advance.

LXXXI. And be it further enacted, That the Rates or Rents payable to the said Company by virtue of this Act shall from Time to Time and at all Times become due and be payable One Quarter of a Year in advance, and before the said Company shall be required to supply any Water by means of any Service Pipe or Pipes.

For the Recovery of Water Rent in Arrear.

LXXXII. And be it further enacted, That in case Default shall be made by any Person in Payment of any Water Rent due to the said Company under the Authority of this Act, it shall be lawful for the said Company to separate the Pipe supplying with Water the Person so making default, and communicating with the Waterworks of the said

said Company, and to stop the Water from flowing into the Premises of such Person; and any Rent so due from such Person, if less than the Sum of Twenty Pounds, shall and may be recovered by the said Company, together with the Costs and Expences of removing the Pipe, and of cutting off the Water, and of making the Distress, by Distress and Sale of the Goods and Chattels of the Person liable thereto, wherever such Goods and Chattels may be found, in the same Manner in all respects as Rents in arrear upon common Demise may by Law be recovered and raised; but if the Rent so due shall amount to Twenty Pounds or upwards, the same, together with Costs of Suit, may be recovered in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case.

If several Houses, &c. supplied by one Common Branch, each Occupier liable to Rent.

LXXXIII. Provided always, and be it further enacted, That when several Premises in the Occupation of several Persons shall be supplied by one common Pipe, the several Owners and Occupiers of such Premises shall be liable to the Payment of Rent for the Supply of Water at and after the same Rate as they would have been liable to if each of such several Premises had been separately supplied with Water from the Works of the said Company by a distinct Pipe; and such several Rents, in case of Nonpayment, shall and may be recovered in like Manner as other Rents may be recovered under the Authority of this Act: Provided nevertheless, that in no such Case shall any of such Owners or Occupiers be liable to pay any more than his Proportion of Rent, to be calculated in proportion to his Rental in manner herein-before provided.

Penalty for not supplying Water to Inhabitants.

LXXXIV. And be it further enacted, That in case the said Company shall neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Street or Place where the Pipes of the said Company shall be laid with Water for the Use of his own Family at the Rate or Rent aforesaid, for the Space of Seven Days after Demand in Writing shall have been made by such Inhabitant to the Clerk or Surveyor of the said Company for the Time being for such Supply of Water, and Tender made to such Clerk or Surveyor of the Amount of the Rate or Rent so payable immediately in advance for such Supply, the said Company shall forfeit and pay to such Inhabitant Treble the Amount of the Rate or Rent so tendered (in case the said Company at the Time of Demand and Tender being made can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise), to be levied and recovered, together with such Costs and Charges as shall be awarded and allowed by virtue of a Warrant under the Hands and Seals of any Two of Her Majesty's Justices of the Peace acting for the said County of *Lancaster*, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer, and also the further Sum of Twenty Shillings for every Day after the Decision so made by such Justices that the said Company shall continue to neglect or refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Persons may supply Water in Cases of Fire, &c.

LXXXV. Provided always, and be it further enacted, That nothing herein contained shall extend to or be construed to extend to subject any

any Person whomsoever supplied with Water by virtue of this Act to a Penalty or Forfeiture for supplying any Person whomsoever with any Quantity of such Water in case of Fire, or during any Time that the Pipe or Cock belonging to any Person supplied with Water by virtue of this Act shall or may happen to be out of repair, and before a sufficient Time (not exceeding Three clear Days) has elapsed to put the same in repair.

For enabling Company to enter Premises to see that there is no Waste of Water.

LXXXVI. And be it further enacted, That it shall and may be lawful to and for the Surveyor, or any other Person acting under the Authority of the said Company or of their Committee, between the Hours of Ten of the Clock in the Forenoon and Four of the Clock in the Afternoon, upon giving Twelve Hours previous Notice of their Intention, to enter into any House, Building, or other Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company; and if such Surveyor or other Person acting by or under the Authority of the said Company or their Committee shall at any such Time be refused Admittance or Entrance into such Dwelling House, Building, or other Premises, for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection and Examination as aforesaid, then and in every such Case it shall be lawful for the said Company to cut and turn off the Water supplied by the said Company from such House, Building, or other Premises.

Water to be used in extinguishing Fires.

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

Requiring the Company to fix Fire Plugs.

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

Penalty for fouling the Water.

LXXXIX. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, or other Waterworks belonging to the

the said Company, or wash therein any Dog or other Animal, or throw or entice or cause to go or be therein any Dog or other Animal, or any Gravel, Stone, Rubbish, Filth, or other noisome or offensive Matter or Thing, or wash or cleanse therein any Cloth, Wool, Leather, or Skin of any Sheep, Lamb, or other Animal, or any Wearing Apparel or other Thing, or shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to or which ought to be conveyed away by him, to run or be conveyed into any of the Waterworks belonging to the said Company, or into any of the Springs, Drains, or Watercourses communicating therewith, or shall commit or cause to be committed any other Act whereby the Water in any of the said Waterworks shall be soiled, fouled, or corrupted, every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

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

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

Gas Pipes to be laid at the greatest practicable Distance from Water Pipes, and in a particular Manner.

XCI. And be it further enacted, That all and every the Pipes or other Conduits to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of this Act, shall be laid at the greatest practicable Distance, and whenever the Width of the Carriageway will allow thereof, at the Distance of Four Feet at least from the nearest Part of any Water Pipe, Sough, or Watercourse already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Highways, Streets, or other Passages or Places within the Limits of this Act, except in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, Soughs, or Watercourses, in which Case the said Gas Pipes shall be laid at the greatest practicable Distance from the said Water Pipes, Soughs, or Watercourses, and shall form, as near as is practicable, a Right Angle therewith; and the Gas Pipes so crossing the said Water Pipes, Soughs, and Watercourses shall be at least Nine Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes, Soughs, or Watercourses than Four Feet at least; and such Gas Pipes so crossing the said Water Pipes shall, for the whole Length thereof, be sufficiently bedded in with good sound Clay, of a proper Substance, and well worked and rammed into the Trenches all round the said Gas Pipes; and in laying down the said Gas Pipes the Contractor or other Person to whom the same shall belong shall in no Case join Three or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the Jointing with the other Pipes which may

be added thereto with proper and sufficient Materials, and also, wherever practicable, lay, and well and sufficiently bed, each and every of the Joints of the said Main Gas Pipes, and also the Joints or Screws of the Branch or Service Gas Pipes connected with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the said Gas Pipes, with such Clay as aforesaid, all round the said several and respective Joints, Inlets, Apertures, or Openings, and for Twelve Inches in Length each Way from the Centre of each and every of the Caps or Joints in the Main Pipes, and of the Inlets, Apertures, Screws, or Joints connecting the Service Pipes with the Main Pipes, and all other Joints, Inlets, Apertures or Openings therein, and for Six Inches at least from the Centre of each of the Joints in the Service Pipe, so as to make and keep all and every such Pipes, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, Air-tight, and in every respect prevent the Gas from escaping therefrom, upon pain of forfeiting the Sum of Five Pounds for every such Offence, to be paid to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction takes place, shall have sustained any Annoyance or Injury or Damage by any such Act so done or committed.

For preventing the Escape of Gas.

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

Penalty for Washings draining into Streams, &c.

XCIII. And be it further enacted, That if any Person or Corporation making or supplying any Gas within the Limits of this Act shall at any Time empty or shall permit to flow any Washings or other waste Liquid, or any noisome or offensive Liquid, Substance, or Thing whatsoever, which shall be produced in making or procuring Gas, into any Brook or Rivulet, Canal, Reservoir, or Aqueduct, Waterway, Drain, Feeder, Pond, Spring Head, or Well, or to enter any Drain, Sewer,

Sewer, or Ditch communicating therewith, or shall do any other Act whereby the Water contained in any such Brook or Rivulet, Canal, Reservoir, Aqueduct, Waterway, Drain, Feeder, Pond, or Spring Head, Well, Drain, Sewer, or Ditch, shall be fouled or corrupted, or shall otherwise contaminate or affect the Water of the said Company by means of such Gas, the Person or Corporation so offending shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty shall and may be sued for and recovered, together with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case; and the whole of such Penalty shall be paid to the Party who shall inform or sue for the same: Provided always, that no such Penalty shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Offence shall have ceased and determined: Provided also, that in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall or shall not have been recovered, in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained or emptied or suffered to flow in manner aforesaid, into any Brook or Rivulet, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, Spring Head or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such other Act shall be done as aforesaid, or in case the Water of the said Company shall be contaminated or affected by the Gas as aforesaid, and Notice in Writing shall have been given by any Person whomsoever to the Person or Corporation to whom such Gas Works belong, and such Person or Corporation shall not, within Twenty-four Hours after such Notice given, prevent such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things from being drained or emptied or from flowing, and every such other Act from being continued as aforesaid, and wholly and satisfactorily remove the Cause of such Contaminations of Water by Gas as aforesaid, such Person or Corporation shall forfeit and pay the Sum of Twenty Pounds for each Day during which such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained or emptied, or suffered to flow, or such other Act shall be done as aforesaid, or during which the said Water shall be and remain contaminated or affected by Gas as aforesaid, the said last-mentioned Penalty to be recovered and applied as herein-after mentioned.

To prevent Escape of Gas and Contamination of Water.

XCIV. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying Gas as aforesaid, any such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company and Individuals affected thereby; and in case any such Water shall be contaminated or affected by Gas in any Way whatsoever, that then and in every such Case the Body Politic or Corporate, Contractor or Contractors, or any Person or Persons making,

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

For ascertaining if the Water be contaminated.

XCV. And whereas it may be or become a Question, upon such Complaints as aforesaid, whether such Water be contaminated or affected by the Gas of any Person or Corporation; be it therefore further enacted, That in every Case it shall be lawful for the said Company to remove the Surface of the Ground, and to examine the Pipes and other Works of the Person or Corporation making or supplying such Gas, for the Purpose of ascertaining whether the Water has been contaminated by any Escape of Gas of such Person or Corporation; and if it shall appear that such Water has been so contaminated, all Expences attending such Examination, and also attending the Repairs of the Surface of the Highway, Turnpike Road, Street, or Place which shall have been so removed, shall be borne and paid by such Person or Corporation as aforesaid, and such Expences shall be ascertained and determined (if necessary) by the Justice or Justices before whom the Complaint shall be made, and be recovered in the same Manner as any Penalty may be recoverable under this Act: Provided always, that if upon such Examination it shall appear that the Water hath not been so contaminated as herein-before mentioned, the said Company shall bear and pay the Expences of such Examination and Repair, and also shall make good, to the Person or

Corporation making or supplying such Gas as aforesaid, any Loss or Damage which may have been occasioned to the Pipes or other Works of such Person or Corporation in and by such Examination as aforesaid, and the Amount of such Loss or Damage shall be ascertained and determined (if necessary) by such Justice or Justices of the Peace as aforesaid, and be recovered in the same Manner as any other Penalty may be recovered by this Act.

Persons supplying Gas liable to be indicted as a Nuisance.

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

Directions as to Service of Notice, Writs, &c. on and by Company.

XCVII. And be it further enacted, That in all Cases wherein it may be requisite for any Person or Party to serve any Notice or Writ, or other legal Proceedings at Law or in Equity, upon the said Company, the Service thereof upon any one of the Committee of Management, to be appointed in pursuance of this Act, or upon the Clerk of the said Company, or left or delivered to any Inmate at the Office of such Clerk, or at the last or usual Place of Abode of the said Clerk, or any Member of the said Committee, shall be deemed good and sufficient Service of the same respectively on the said Company; and that Service of any such Notice, Writ, or other Proceedings as aforesaid, by the said Company, upon any Person, or any Clerk, Officer, or Member of any Corporation, to whom the same shall be directed, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or such Clerk, Officer, or Member of any Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same upon such Person or Corporation, as the Case may be: Provided always, that every Summons, Demand, Notice, or other Document requiring Authentication by the said Company may be signed by the Clerk or Treasurer for the Time being of the the said Company, and need not to be under the Common Seal thereof; and every Affidavit of Debt may be made by the Manager or Bookkeeper for the Time being of the said Company, or by any Member of the Committee for the Time being.

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

XCVIII. And be it further enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by One or more Justice or Justices of the Peace for the County or

Place wherein such Damages or Charges shall be incurred; and where by this Act any Damages or Charges are directed to be paid, in addition to the Penalty for any Offence, the Amount of such Damages and Charges in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justice or Justices by or before whom any Offender shall be convicted of such Offence; and such Justice or Justices respectively are hereby authorized and required, on Nonpayment of the Damages or Charges in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

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

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

Recovery and Application of Penalties.

C. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance hereof (the Manner of levying and recovering whereof is not herein otherwise particularly directed) may, in case of Nonpayment thereof, be recovered on Summons in a summary Way by the Order and Adjudication of some One or more Justice or Justices of the Peace for the said County of *Lancaster*, on Complaint to him or them for that Purpose exhibited, and afterwards be levied, as well as the Costs of such Proceedings, to be settled by such Justice or Justices, on Nonpayment, by Distress and Sale of the Goods and Chattels of the Offender or Person liable to pay the same, by Warrant under the Hand and Seal of such Justice; who is hereby authorized and required to summon and examine any Witness upon Oath, or, being a Quaker, on Affirmation, of and concerning such Offences, Matters, and Things, and to convict the Offender upon the Oath or Affirmation of any Witness, or upon the Confession of the Party offending; and the Overplus (if any) of the Money so raised or recovered, after discharging such

such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid one Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, one Moiety to the Informer, and the other to the Overseers of the Poor of the Township or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Township or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justice and he is hereby required to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justice for his Appearance before such Justice, or before some other Justice having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress, such Time being not more than Seven Days from the taking of such Security, and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justice shall not be required to issue such Warrant of Distress; but in either Case he is hereby authorized, by Warrant under his Hand and Seal, to commit such Offender to some Common Gaol or House of Correction for the said County of *Lancaster*, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceeding as aforesaid, to be ascertained by such Justice, or until such Offender shall otherwise be discharged by due Course of Law.

Justice may proceed by Summons in the Recovery of Penalties.

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

For securing Offenders whose Names

CII. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call

and Residences are not known.

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

Form of Conviction.

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

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

'*C. D.*'

For compelling Witnesses to attend.

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

Persons aggrieved may appeal to Quarter Sessions.

CV. And be it further enacted, That the said Company, and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be holden for the said County of *Lancaster*, first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into Recognizance before some Justice of the Peace conditional to try such Appeal and abide the Order and Award of the Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the hearing

thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may (if they see Cause) mitigate any Penalties or Forfeitures, and may order any Money to be returned which shall have been levied in pursuance of such Order or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable; and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Distress not unlawful for Want of Form.

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

Proceedings not to be quashed for Want of Form.

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

Plaintiff not to recover after Tender of Amends.

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

How the Expences of the Act to be paid.

CIX. And be it further enacted, That all the Costs, Charges, and Expences incidental to or attending the applying for and obtaining and passing this Act shall be paid and discharged by the said Company out of the Monies already subscribed or to be subscribed by virtue of this Act, in the first place, and in preference to all other Payments whatsoever.

Limiting the Time for taking the Property.

CX. And be it further enacted, That if the said Company shall not within the Space of Three Years next after the passing of this Act agree for and cause to be valued and paid for, as in this Act is mentioned, the Lands, Tenements, and Hereditaments which they are by this Act empowered to take or use, or so much thereof as they shall

shall deem necessary or proper for the Purposes of this Act, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Lands shall cease and be utterly void (except with the Consent of the Owners and Occupiers thereof respectively).

If Works not completed in Seven Years Powers to cease, except as to such Parts, if any, as shall be completed.

CXI. And be it further enacted, That in case the Works by this Act authorized shall not have been made and completed so as to answer the Objects of this Act (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then and from thenceforth all the Powers and Authorities given by this Act shall cease and determine, save only as to so much of the said Works as shall have been completed within the said Term.

Reserving the Rights of the Manchester, Bolton, and Bury Canal Navigation.

CXII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to abridge, prejudice, affect, diminish, alter, vary, take away, or interfere with the Rights, Privileges, Powers, Usages, Franchises, or Authorities of or belonging to the Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway but all their Rights, Privileges, Powers, Usages, Franchises, and Authorities under the several Acts of Parliament relative to the said Canal and Railway, or otherwise, are hereby expressly saved and reserved to them as against and with respect to the said *Bury* Waterworks Company or any other Person or Persons, except only so far as the same Rights, Privileges, Powers, Usages, Franchises, and Authorities are hereby varied or altered.

Public Act.

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

The

The SCHEDULE to which the foregoing Act refers.

Number on Plan.	Owner.	Occupier.	Lessee.	Description of Property.
49.	Earl of Derby -	Thomas Wild - - -	Thomas Wild	House and Garden.
59.	Same - - -	Ann Dewhurst - - -	Same -	House and Fold.
102.	Same - - -	George Howarth - -	Ann Battersby	Dingle.
106.	Earl of Derby and William Grant -	William Grant - - -	- - -	Same.
111.	William Grant -	Thomas Heys - - -	- - -	Homestead and Road.
119.	Same - - -	William Grant - - -	- - -	Dingle.
120.	James Openshaw Kay	James Openshaw Kay - -	- - -	Same.
129.	Same - - -	Same - - - - -	- - -	Same.
130.	Reverend Edward Mangin - -	Reverend Edward Mangin -	- - -	Same.
134.	Same - - -	Same - - - - -	- - -	Same.
135.	Earl of Derby - -	Earl of Derby - - -	- - -	Same.
137.	James Openshaw Kay	James Openshaw Kay - -	- - -	Same.
194.	Reverend Miles Formby	Thomas Booth, James Mason, Isaac Smith, James Jackson, Thomas Holt, Robert Howorth, Edmund Holt, Thomas Mason, and Abraham Collins.	John Hall -	Nine Cottages and Garden.
215.	Earl of Derby - -	John Farrow - - -	John Grundy -	Garden.
246.	Same - - -	John Renshaw, Adam Hingham, John Evans, James Spencer, Thomas Bevan, John Hebden, Patchett Crossley, James Turner, John Welsh, John Cheetham, George Crossley, Jacob Fletcher, Ralph Howarth, James Holt, James Turner, Robert Whittaker, Samuel Wolstenholme, John Greenhalgh, Henry Rostron, James Fletcher, Robert Stanfield, William Olive, John Wolstenholme, and John Turner.	James Chadwick.	Twenty-four Cottages, Gardens, and Fold.
291.	Same - - -	Thomas Wilkinson, John Spencer, and Garnett Wilson.	Edmund Grundy.	Three Houses, Folds, and Gardens.

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