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cited Act mentioned: And whereas in pursuance of such Contract and Agreement the said City has been supplied with Water, and the Right Honourable *John Robert* Lord Viscount *Sydney* now is or claims to be the sole Proprietor of the said Works: And whereas the said Works are now much out of repair, and inadequate to the Wants of the said City, and require a large Sum of Money to be expended thereon, so as to render the Supply of Water better and more copious: And whereas it would be desirable to extend such Supply of Water to the Suburbs of the said City, and to provide more effectually, by maintaining the present Waterworks, and by the Construction of additional Waterworks, for the Supply of Water to the Inhabitants, both of the City and Suburbs, which said Purposes can be more effectually accomplished by the Establishment of a Company, with adequate Powers and under due Regulations: And whereas the said *John Robert* Lord Viscount *Sydney* is willing and desirous that a better Supply of Water should be provided for the Inhabitants of the said City, and the several Persons herein-after named are willing to undertake, at their own Cost and Expence, to effect the Purposes aforesaid; but the same cannot be done without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted, and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *James Woodbridge Walters*, *William Pearce*, *Samuel Jones*, *Samuel Baker*, *Frederick Woodcock*, and *John Chadborn*, together with such other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be and are hereby united into a Company for making, completing, maintaining, and continuing the Works, Machinery, and Conveniences by this Act authorized to be made and continued, according to the Provisions herein-after contained, and shall for that Purpose be one Body Politic and Corporate by the Name of "The *Gloucester* Water Company," and by that Name shall have perpetual Succession and a Common Seal, and shall by that Name sue and be sued, plead and be impleaded, at Law or in Equity, prefer and prosecute any Bill of Indictment against any Person who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm, and shall have Power to purchase and hold Lands to them and their Successors, for the Use of the said Undertaking, without incurring any Penalties or Forfeitures whatsoever, and shall have Power again to sell and dispose of the said Lands in manner by this Act directed, and to enter into Contracts, Bonds, and other Acts, Deeds, and Assurances for effectually carrying this Act into execution.

Subscribers incorporated.

Rules for Interpretation of this Act.

II. And be it enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include "Tenements and Hereditaments;" and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Waterworks" shall be used, the same shall be understood to include Reservoirs, Cisterns, Tanks,

Aqueducts,

Aqueducts, Cuts, Conduits, Engines, Adits, Tunnels, Waste Gates, Stop Gates, Sluices, Works, and Machinery; and where the Word "Parishes" shall be used, the same shall be understood to include Townships, Hamlets, Precincts, Vills, and Extra-parochial Places; and where the Word "Stream" is used, the same shall be understood to include Rivers, Brooks, Waters, and Watercourses; and where the Word "Street" is used, the same shall be understood to mean Roads, Highways, Footways, Streets, Lanes, Alleys, Passages, Courts, and public Places; 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.

The Money being subscribed, the Act may be put in force.

III. And whereas the probable Expence of purchasing the Land and the present Works for supplying the said City with Water, and forming the necessary additional Works in order to carry the Purposes of this Act into execution, will according to an Estimate made thereof amount to the Sum of Thirteen thousand Pounds; which said Sum has been subscribed by several Persons under a Contract, binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively; be it therefore enacted, That from and after the passing of this Act the Powers and Provisions given by this Act may be put in execution.

Power to make Waterworks, take Water, &c.

IV. And be it further enacted, That it shall be lawful for the said Company and their Successors and Assigns, by themselves, their Agents, Servants, and Workmen, to make, continue, complete, lay down, and keep Waterworks, Aqueducts, and Pipes, with all proper Buildings, Works, and Conveniences connected therewith, in and through the several Parishes and Places of *Matson*, *Upton Saint Leonards*, *Tuffley* otherwise *Tuffleigh*, *Whaddon*, *Quedgley*, *Hempstead*, *South Hamlet*, *Littleworth*, *North Hamlet*, *Barton Saint Mary*, *Barton Saint Michael*, *Barnwood*, *Vill of Wotton*, *Wotton Saint Mary*, *Wotton Saint Catherine*, *Churchdown*, *Sandhurst*, *Twigworth Saint Mary*, *Twigworth Saint Catherine*, *Longford Saint Mary*, *Longford Saint Catherine*, *Kingsholm Saint Mary*, *Kingsholm Saint Catherine*, or some of them, in the County of *Gloucester*; *Saint Aldate*, *Saint Catherine*, *Holy Trinity*, *Saint John the Baptist*, *Saint Mary de Crypt*, *Saint Mary de Grace*, *Saint Mary de Lode*, *Saint Michael*, *Saint Nicholas*, *Saint Owens*, the *North Hamlet*, and the Precincts of the Cathedral Church of *Gloucester*, or some of them, in the City of *Gloucester* and County of the City of *Gloucester*, and the several Extra-parochial Places, or some of them adjoining to or lying intermixed with the several Parishes and Places aforesaid, or some of them, and from Time to Time to continue, cleanse, open, enlarge, alter, and use the same, and discontinue the same; and make and maintain other Works, as the said Company shall think fit and proper, and to dig, trench, and remove Earth, Trees, and any other Matter and Thing, in and for the making, repairing, perfecting, and maintaining of the Waterworks, Watercourses, Pipes, or other the Works of the said Company, or which may prevent or obstruct the making, repairing, completing, maintaining, and using the same or any of them respectively; and for effectuating the Purposes aforesaid the said Company, and their Officers, Workmen, and Servants, are hereby empowered to go, enter, and pass in, upon, over, under, and through all or any of the Streams, Waste Lands, Streets, and all other Lands and Places of or belonging to any Corporation or Person whatsoever, shewn

or

or mentioned in the Plan or Book of Reference herein-after mentioned, and also are hereby empowered to set out and ascertain such Part or Parts thereof as they the said Company shall think necessary, for making, improving, completing, maintaining, and using the said Waterworks, Pipes, and all such other Works and Conveniences as they shall think necessary for effecting the Purposes aforesaid, and also from Time to Time to dig and break up the Soil and Pavements of any of the Streets within the several Parishes aforesaid, and also to construct, erect, do, and perform all other Matters and Things which shall be deemed necessary and convenient for making, completing, improving, and continuing the said Waterworks, and for conveying and bringing a sufficient Supply of Water to and through all and every the Streets in the several Parishes aforesaid, for the Use of the Inhabitants of the said several Parishes respectively, and for distributing and conveying such Water to the respective Houses, Workshops, Offices, and other Buildings and Premises within the Limits of this Act; they the said Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner hereafter mentioned to the Owners or Proprietors of and all Persons interested in any Lands which shall be taken, used, or injured for all Damages to be by them sustained, in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted.

Map and Book of Reference to remain with the Clerk of the Peace, and to be open for Inspection.

V. And whereas a Map or Plan, describing the Line of the intended Channels or Aqueducts, and the Lands through which the same are or are intended to be carried, and the Situation of the Works and Reservoirs, or intended Works and Reservoirs, and a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands have been deposited at the Office of the Clerk of the Peace for the County of *Gloucester*; be it therefore further enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace for the Time being, or his Deputy, and all Persons shall at any reasonable Times have Liberty to inspect and peruse the same, and have a Copy thereof, or of such Part thereof as such Persons shall require, such Copy to be made by the said Clerk of the Peace or his Deputy, who shall be paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copy; and the said Company shall not, in laying and making such Channels or Aqueducts, deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan, nor make any Reservoirs or Works in any other Lands or Grounds than in those therein described, without the Consent in Writing of the Owner and Occupier of the Lands or Grounds into which they shall so deviate or make the same.

Company not to deviate more than 100 Yards from Plan.

Errors in Map or Book of Reference not to prevent Execution of the Works.

VI. 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 or continuing of the said Waterworks, Pipes, and Conveniences hereby authorized to be made or continued, on account of any Error or Omission in the said Map or Plan and Book of Reference, or

or either of them, in case it shall appear to any Two or more Justices of the Peace acting for the said County, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Houses, Gardens, &c. not to be used without Consent of Owners, except such as are mentioned in the Schedule.

VII. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize or 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, Pipes, and other Conveniences hereby authorized to be made, any House or other Building, or any Land or Ground 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 planted or 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, save and except such as are mentioned in the Schedule hereunto annexed.

If Land not contracted for within Three Years, the Power to take Property on Compulsion to cease.

VIII. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Waterworks hereby authorized, then and from thenceforth the compulsory Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

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

IX. And be it further enacted, That in case the said Works hereby authorized to be made, shall not have been made and completed within the Space of Five Years, so as to answer the Purposes thereof, then from and after the Expiration of the said Term of Five Years all the Powers and Authorities given by this Act shall cease and determine, save only as to so much of the said Works as shall have been completed within the said Term.

Empowering Company to purchase the present Waterworks.

X. And be it further enacted, That it shall be lawful for the said Company at any Time or Times after the passing of this Act, and they are hereby authorized and empowered (if they shall think fit), to purchase, take, and hold for the Purposes of this Act, of and from the Owners or Proprietors of the present Waterworks in or for the Supply of the said City of *Gloucester*, whether such Owners or Proprietors shall be entitled, seised, or possessed in Possession, Remainder, or Reversion, all and every or any Part or Share of the Waterworks, Lands, Tenements, and Hereditaments thereto belonging, and all and every or any of the Mains, Pipes, and Aqueducts of every Kind and Description, and all the Estate, Right, Title, Interest, Powers, Privileges, Liberties, Licences, Authorities, Benefit, Advantages, Claim, and Demand whatsoever of or belonging to such Owners or Proprietors as aforesaid, at or for such Price or Consideration as shall be mutually fixed and agreed upon by and between the said Company and such Owners or Proprietors of the said Waterworks; and upon Payment being made by the said Company of such Price or Consideration for the Purchase of the said Premises as aforesaid the Owners and Proprietors thereof and every of them are hereby accordingly

authorized, empowered, and required to convey and assure the same and every Part thereof, and all their Estate, Right, Title, and Interest therein, to the said Company and their Successors, who shall thenceforth and for ever thereafter hold, possess, and enjoy the same for the Purposes and according the true Intent and Meaning of this Act; and all and every the Powers, Provisions, Regulations, Matters, and Things in this Act contained for enabling the said Company to purchase, or for incapacitated and other Corporations or Persons to sell and convey Lands, Tenements, or Hereditaments for the Purposes of this Act, shall extend and be applicable (as far as Circumstances will permit) to the purchasing, selling, and conveying of the said Waterworks and Hereditaments thereto belonging, and the said Mains, Pipes, and Aqueducts, Powers, Liberties, Licences, Authorities, and Premises herein mentioned or referred to, and shall be used and adopted accordingly.

Power to contract for the Purchase of Lands, &c.

XI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to treat, contract, and agree for the Purchase of any Lands, Wells, or Springs, for the Purposes of this Act, and to accept and take a Conveyance thereof; and it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, or Idiots could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind; and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and also to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest, and for all other Persons seised, possessed of, or interested in any such Lands, Springs, or Wells, to agree with the said Company for the Sale thereof, or for Satisfaction for any Damage which may be done thereto, and to sell and convey all or any Part thereof unto the said Company, for the Purposes of this Act; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary or desirable to insert particular Provisions) may be made in the Form or to the Effect following; (that is to say,)

Form of Conveyance.

‘ I [*or* We] of in consideration
‘ of the Sum of to me [*or* us] paid by the *Gloucester*
‘ Water Company, do hereby, in pursuance and by virtue of the Power
‘ in that Behalf contained in an Act passed in the Year of the
‘ Reign of King *William* the Fourth, intituled [*here set forth the Title of*
‘ *this Act*], grant and convey to the *Gloucester* Water Company, and
‘ their Successors and Assigns, all [*here describe the Hereditaments to be*
‘ *conveyed*], and all my [*or* our] Right, Title, Estate, and Interest to and
‘ in the same and every Part thereof, to hold to the said Company and
‘ their

'their Successors and Assigns for ever, according to the true Intent and 'Meaning of the said Act. In witness whereof I [*or* we] have here-'unto set my [*or* our] Hand and Seal [*or* Hands and Seals] this 'Day of in the Year .'

And all such Sales, Conveyances, and Assurances, whether in the Form herein-before given or in any other Form, shall be good, valid, and effectual in the Law to all Intents and Purposes whatsoever, and shall operate as a Merger of all outstanding Terms of Years and other Interests, and be a complete and effectual Bar to all Dower and Right and Title to Dower, Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Trusts, and Interests whatsoever; but although Terms shall be merged they shall in Equity afford the same and the like Protection and Priority as they would have afforded at Law if they had been assigned and kept on Foot in Trust for the Company, and to attend the Reversion and Inheritance.

Differences respecting Land to be settled by a Jury.

XII. And be it further enacted, That if any Corporations, Feoffees, Trustees, or any other Persons interested, entitled, or empowered to sell as aforesaid, shall for the Space of Twenty-eight Days next after Notice in Writing shall have been given to the principal Officer of any such Corporation, or to such Feoffees, Trustees, or Persons respectively, or left at the last or usual Place or Places of his or their Abode, or with the Tenant or Occupier of any Lands or Hereditaments required for the Purposes of this Act, and described in the Map or Plan deposited with the Clerk of the Peace for the County of *Gloucester* as aforesaid, neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or shall by reason of Absence be prevented from treating, or shall by reason of Nonage or any other Impediment or Disability, whether provided for by this Act or not, be incapable of treating or making such Agreement as shall be expedient for enabling the said Company to proceed in making the said Waterworks and other the Works as aforesaid, or shall not produce or evince a clear Title to the Premises they may be in Possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company, then and in every such Case the said Company shall and they are hereby empowered and required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands or Hereditaments in question shall be situate or the Matter in question or dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested then to some other Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred, and who is hereby enabled and directed to act in the Premises,) commanding such Sheriff or Coroner or other Person to impannel, summon, and return a Jury, and the said Sheriff, Coroner, or other Person is hereby accordingly authorized, empowered, and required to impannel, summon, and return a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the

the Laws of this Realm to be returned for Trial of Issues in His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until discharged; and out of such Persons so to be impannelled and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* or at Nisi Prius are by Law directed to be drawn; and in case a sufficient Number shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or 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 shall and may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon and call before him every Person who shall be thought necessary to be examined as a Witness touching the Matters in question or dispute, and may order and authorize 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, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations to such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of, assess, and ascertain and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, and also for the separate and distinct Sum of Money to be paid by way of Recompence or Compensation for the Damages which shall or may have been occasioned and sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive, to all Intents and Purposes, upon all Persons whomsoever: Provided always, that in such Inquiry the Corporation or Person claiming Compensation shall be deemed Plaintiff, and shall have all the Rights, Privileges, and Advantages to which Plaintiffs are by Law entitled: 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 Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his usual or last known Place of Abode, or with the Clerk or Agent or some Officer of the Corporation, or at the Office or Place of Business of such Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which any such Question shall arise.

XIII. And

Value of Land and Damages to be assessed separately.

XIII. And be it further enacted, That in ascertaining the Sum of Money to be paid for the Purchase of any Land to be taken or made use of for the Purposes of this Act, the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may at any Time or Times hereafter be sustained by any Corporation or Person, being Owner of or interested in such Lands, for or by reason of severing or dividing the same from other Lands, belonging to such Corporation or Person, and for or on account of the Injury, Damage, or Prejudice which may be sustained by reason of the making, using, repairing, or maintaining of the said Waterworks, Buildings, and Conveniences, or by reason or means of the Execution of any of the Powers given to the said Company; such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands so to be taken and used as aforesaid.

Juries to apportion Compensation.

XIV. And be it further enacted, That the Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for such his Interest therein.

Verdicts of Juries to be recorded.

XV. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be deposited with and kept by the Clerk of the Peace for the County or Place in which the Matter in dispute shall have arisen among the Records of the Quarter Sessions for such County or Place, and shall be deemed Records to all Intents and Purposes whatsoever; and the same, or examined 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 also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Fine on Sheriff, &c. making default.

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

Juries subject to the same Regulations as in Courts of Record.

XVII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury or Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster* or at Nisi Prisus; 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 and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof be subject and liable to the same Pains and Penalties to which Persons guilty of Perjury shall or may by Law be subject.

By whom Expences of Juries shall be paid.

XVIII. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury as aforesaid 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 Satisfaction, Recompence, or Compensation for any Damage or Loss which may happen or arise in the Execution of the Powers hereby granted, all the Costs of summoning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and of the Bond to be entered into as herein-after mentioned, shall be borne by the said Company out of the Monies to be raised by virtue of this Act, and such Costs and Expences shall be settled and determined by the Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Twenty-one Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, City, or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for less Money than shall have been previously offered by the said Company, One Half of the Costs and Charges incurred as aforesaid shall be borne by the Party refusing or neglecting to treat or agree as before mentioned, and the Remainder shall be defrayed by the said Company, but in Cases where any Person shall have been prevented by Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, from entering into any Treaty with the said Company, the Costs and Charges

Charges so incurred shall be borne by the said Company, and paid and levied in manner aforesaid; and where the Costs or Part of the Costs shall be payable by the Party having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof may be deducted by the said Company out of the Monies awarded to be paid to such Party as so much Money advanced for his Use, and the Payment or Tender of the Balance of such Money shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment or Tender of the whole Money awarded and adjudged to such Party; or otherwise, if such Costs and Charges be not paid upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Company from the Party liable to the Payment thereof by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

Persons requesting Juries to enter into Bonds to prosecute and pay Expences.

XIX. And be it further enacted, That all Parties who shall refuse to accept such Purchase or Compensation Money as shall have been offered them by the said Company, and shall request that the Matters in dispute shall be referred to the Determination of a Jury, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into Bonds, with Two sufficient Sureties, to the Treasurer of the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them; or in case the said Company shall have thought fit to issue such Warrant without such Bond having been previously entered into, it shall be lawful for the said Company, in the said Notice of the Time and Place at which such Jury are to be returned to serve as aforesaid, to give Notice that such Bond as aforesaid will be required to be entered into by the said Parties before the said Inquiry is commenced, and thereupon, unless such Bond be given, the said Parties so in dispute with the said Company shall not be allowed to be heard, or to produce any Witnesses, or to take any Part or Share in the said Inquiry, but the Jury so to be summoned as aforesaid shall give their Verdict on the Evidence which shall be adduced before them on the Part of the said Company.

Notice of Enquiry to be given to the Company.

XX. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive and take notice of any Complaint to be made by any Party for any Injury or Damage by him sustained or supposed to be sustained by virtue or in Consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given, by or on behalf of the Corporation or Person making such Complaint, to the said Company, Fourteen Days 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 after the doing or committing thereof shall have ceased.

Power to enter Lands on Payment

XXI. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been contracted or agreed for between

or Tender of Purchase Money.

between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, or as a Recompence for the yearly Produce or Profit thereof, or as a Compensation for Damages, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein, or entitled to receive such Money or Compensation respectively, within Three Calendar Months after the same shall be so agreed upon, assessed, or awarded, or if the Parties so respectively entitled and interested as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of the said Sums of Money into the Bank of *England*, as herein-after directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or any Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England* as is herein-after directed, to an Account *ex parte* "The *Gloucester* Water Company," then and in every of such Cases it shall be lawful for the said Company to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become and be the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England*, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut into, take or use, such Lands, Tenements, or Hereditaments for the Purposes of this Act, without the Leave of the respective Owners and Occupiers thereof in Writing under their respective Hands.

Tenant at Will, &c. to quit Lands after Six Months Notice.

XXII. And be it further enacted, That all Persons in Possession of any Lands which shall be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of the same Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as the said Company shall in such Notice require, whether such Notice be given with reference to the Time of the Commencement of such Tenants, Lessees, or Persons holding, or not, and whether such Notice shall be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give such Possession as aforesaid, it shall be lawful

lawful for the said Company to issue their Precept under their Common Seal to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept on the Person so refusing to give Possession as aforesaid, by Distress and Sale of his Goods and Chattels.

Interest of such Tenants to be settled by a Jury.

XXIII. Provided always, and be it further enacted, That where any such Tenant, Lessee, or Person shall be required to deliver up the Possession of any Premises so occupied by him to the said Company, or to the Person authorized by them to take Possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant, Lessee, or Person as aforesaid in the said Premises, the said Company shall and they are hereby directed to make or tender to such Tenant, Lessee, or Person Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any other Satisfaction or Compensation for Lands intended to be taken or made use of is in and by this Act directed to be made and assessed.

Mortgages to be conveyed to the Company after Tender of Principal and Six Months Interest.

XXIV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession thereof by virtue of such Mortgage or not), shall, on Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal, immediately convey, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Conveyance or Transfer may be of the like Form as in the Conveyances of Land by this Act is directed to be used, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagee shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on Payment of the Principal and Interest so due, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to convey and assign as aforesaid, on Tender of such Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage shall amount to more than the real Value of the Premises included therein, and to be taken and made use of for the Purposes of this Act, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to the said Mortgagee more than the real Value of the Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-

before directed: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest, and the just Costs (if any), due on any such Mortgage as aforesaid, or the real Value of the Land so to be taken for the Purposes of this Act, and to be ascertained as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of every Person in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the said Premises comprised in such Mortgage to all Intents and Purposes whatsoever: Provided also, that if such Mortgage shall comprize other Lands than those so taken by the said Company, such Mortgagee shall, upon Payment or Tender of the Sum so ascertained as the Value of the said Lands as aforesaid, forthwith convey, assign, and transfer his Interest in such Lands to the said Company, and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee, the Cashier of the Bank shall give such Receipt or Receipts as above mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee, and of every Person in Trust for him, in the said Lands, the Value whereof shall have been so ascertained and paid into the Bank of *England* as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever, and such Sum of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee by virtue of such Mortgage.

For settling Disputes as to Damages to a small Amount.

XXV. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace of the County of *Gloucester* or of the City of *Gloucester*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation, which shall be payable by the said Company.

Application of Purchase Money if amounting to 200*l.*

XXVI. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of or for any Damage done to any Lands to be purchased, taken, or used by virtue of this Act, or for the Purposes thereof, which shall belong to any Corporation, Tenant for Life or in Tail, Husband, Guardian, Trustee, or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Idiot, Lunatic, or Cestuique Trust, whether Infants, Issue unborn, Femes Covert, or any Person whom-

whomsoever whose Lands are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same 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 there to his Account *ex parte* "The *Gloucester* Water Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, without Fee or Reward; to the Intent that such Money may be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Party who would have been entitled to the Rents and Profits of the said Lands, in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or such other Incumbrance as the said Court shall authorize to be paid, affecting the same Lands, or affecting other Lands standing settled to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied then the same shall be laid out and invested, under and with the like Direction and Approbation of the said Court, in the Purchase of other Lands, which shall be conveyed 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 stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, 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; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce thereof shall from Time to Time be paid, by Order of the said Court, to the Party who would for the Time being have been entitled to the Rents and Profits of the said Lands so to be purchased and settled. 1 G. 4. c. 35.

Where less than 200*l.* and amounting to 20*l.*

XXVII. And be it further enacted, That if any Money so agreed or awarded to be paid for the Purchase of or Damage to any Lands to be 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 amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so purchased, taken, or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in

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 respective Parties making such Option, and approved of by the said Company, (such Nomination and Approbation to be signified in Writing under the Hands or Common Seal of the nominating and approving Parties,) in order that such Principal Money, and the Dividends arising therefrom, may be applied in manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Exchequer.

When less than 20*l.*

XXVIII. And be it further enacted, That where such Money so agreed or awarded to be paid as before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so purchased, taken, or used by the said Company for the Purposes of this Act, for their own Use and Benefit, or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use and Benefit, to their respective Husbands, Guardians, Committees, or Trustees.

In case of not making out Titles, &c.

XXIX. And be it further enacted, That in case any Party to whom any Sum of Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest therein, or for any Satisfaction, Recompence, or Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey or join in conveying the Premises, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be out of *England*, or shall not be conveniently found, or if any Party entitled unto or to join in conveying such Lands, or such Interests therein, cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the said Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, (describing them, so far as the said Company can do,) subject to the Order, Control, and Disposition of the said Court, which said Court on the Application of any Party making claim to such Money or any Part thereof, by Motion or Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give a Receipt for the same, mentioning and specifying for what and for whose Use (described as above) the same is received, to such Person as shall pay any such Sum of Money into the Bank as aforesaid.

Where any Question

XXX. And be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*

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 or for any Damage to be done to any Lands to be taken or used for the Purposes of this Act, or of any Estate, Right, or Interest therein, or to any Bank Annuities to be purchased with any such Money as herein mentioned, or to the Dividends of any such Bank Annuities, the Parties respectively who shall have been in Possession or Receipt of the Rents and Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under them, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or to such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court, and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, until 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 such Lands, or to some Estate or Interest therein.

shall arise as to the Title to Money, Persons in Possession presumptively entitled.

XXXI. And be it further enacted, That where by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments, to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments or any Money to be paid for or by way of Compensation or Satisfaction for any Injury or Damage done to the same, shall be required to be paid into the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer, under the Provisions herein contained, it shall be lawful for the said Court to order all the reasonable Costs, Charges, and Expences attending such Purchase, taking, or using of any Lands, Tenements, and Hereditaments, or which may be incurred in consequence thereof, and also of the Investment of the Purchase or Compensation Money paid in respect of such Lands, Tenements, and Hereditaments, in Real or Government Securities, and likewise the Reinvestment of such Purchase or Compensation Money, or the Government and Real Securities purchased therewith, in the Purchase of Lands, Tenements, and Hereditaments as herein-before mentioned, together with the Costs, Charges, and Expences of obtaining the proper Orders, and of the other Proceedings for such Purposes, and of the Payment of the Dividends and Interest of the said Government or Real Securities, and of the Payment of the Principal of the said Purchase or Compensation Money, and of the Government or Real Securities purchased therewith out of Court, to be paid by the said Company, and the said Company shall from Time to Time pay such Sums of Money for the said Costs, Charges, and Expences as the said Court shall direct.

Court of Exchequer may order Expences of Purchases to be paid by the Company.

XXXII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purcheser, of all Conveyances and Assurances of any Lands and Hereditaments 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 said Company may require to the said Lands and Hereditaments, and of all attested Copies which the said Company may require of any Deeds, Evidences, or Writings relating thereto, and all Expences whatsoever incident to the Inves-

For paying the Expences of Conveyance to the Company.

Investigation, Deduction, or 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 and Hereditaments so purchased, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall deposit for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands and Hereditaments shall be purchased: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands and Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands and Hereditaments 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, with the Name of a Solicitor as their Referee for the Purposes herein-after mentioned; and if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the said Company shall name a Solicitor as a Referee on their Part, and deposit the Amount of the Costs, Charges, and Expences claimed by such Party or Parties as aforesaid in the Hands of the said Two Referees, to answer the same, and such Costs, Charges, and Expences shall be settled and determined by the said Two Referees, or in case they shall differ about the same then by a Third Solicitor as Umpire, to be named and appointed by such Two first Referees before they proceed on the Matter referred to them; and the Award and Determination of the said Two Referees, or of the said Umpire, as the Case may be, shall be binding and conclusive, and shall be made within One Calendar Month from the Time of making such Deposit as is herein-before mentioned, and upon such Award and Determination being made the said Two Referees shall, by and out of the Money so deposited with them, pay to the Party or Parties from whom the said Lands and Hereditaments shall be so purchased as aforesaid the Amount of the Costs, Charges, and Expences which shall be so awarded and determined; and the Remainder of the said Money so deposited shall be returned to the said Company: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the Expence of determining the same shall be paid and borne by the said Sellers, and the Amount thereof may then be deducted by the said Company from the Sum payable by them, under the Award and Determination of the said Two Referees or of the said Umpire.

For making good Deficiencies in the Land Tax.

XXXIII. And whereas by reason of taking down Houses and Buildings, and making Alterations, in pursuance of this Act, there may be Deficiencies in the Assessment for Land Tax in the several Parishes through which the Waterworks of the said Company will be situate; be it therefore enacted, That the said Company shall, from and after the said Company shall become seised and possessed of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, (unless the said

said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax,) be subject and liable from Time to Time to pay and make good, to or in aid of the said Parish, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said Assessment for Land Tax within the said Parish by reason or means of taking down or using for the Purposes of this Act, any Houses, Buildings, or Premises liable to such Assessment, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver to be appointed under this Act shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector or Collectors of the Assessments.

Power to resell Lands not wanted.

XXXIV. And whereas, in order more effectually to carry into effect the Purposes of this Act, the said Company may purchase Lands which, or Part whereof, may afterwards be considered as unnecessary to be made Use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company and they are hereby required, within Seven Years after the passing of this Act, to sell and dispose of, and by Indenture under their Common Seal absolutely to grant and convey, such Part of the Lands which shall be purchased by and conveyed to the said Company as aforesaid as shall not be wanted for the Purposes aforesaid, and all such Conveyances shall be good, valid, and effectual, and upon Payment of the Money which shall arise by the Sale of such Lands or any Parts or Parcels thereof, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person for the Purchase Money for which the said Lands shall be sold, or for so much thereof as in such Receipts shall be expressed to be received, and such Person shall not be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof: Provided always, that the said Company, before they shall sell and dispose of such Lands, or any Estate or Interest therein, shall first offer to sell the same to the Person whose Lands or Premises shall immediately adjoin the Lands proposed to be sold, such Person being in *England* and conveniently to be found, and capable of entering into a Contract for the Purchase of such Lands; and in case such Offer shall not be accepted within Thirty Days after such Offer shall be made, or if the said Company and such Person shall differ and not agree as to the Price thereof, and such Person shall signify his Desire to purchase the same by a Notice in Writing to be given to or left with the Clerk of the said Company within Thirty Days after such Offer, at a Price to be settled and adjudged by a Jury to be summoned as in case of Purchases made by the said Company as herein mentioned, *mutatis mutandis*, such Notice shall be deemed an actual Contract for Purchase of the said Premises as against the Party giving the same, at a Price which shall be settled and adjudged by such Jury; and in case such Person shall not agree to purchase such aforesaid Interest therein, or shall not give Notice of his Intention of purchasing the same within Thirty Days after such Offer of Sale, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Land included in such Offer of Sale shall cease; and a Declaration, made in manner prescribed in an Act passed in the last Session of Parliament for the Abolition of

unnecessary

unnecessary Oaths, before a Master or Master Extraordinary of the High Court of Chancery, or before One of His Majesty's Justices of the Peace of the County, City, or Place where such Lands may be situate, by some competent Person, stating that such Offer was made by or on behalf of the said Company, and was not then or thereupon agreed to by the Person to whom the same was so made, and that no such Notice as aforesaid was given, shall in all Courts be sufficient Evidence and Proof that such Offer was made and was not agreed to by the Person to whom it was made (as the Case may be), and that such Notice as aforesaid was not given.

Company not to purchase or sell more than Ten Acres from incapacitated Persons.

XXXV. And whereas the said Company are enabled to purchase Land by virtue of this Act for the Purposes thereof, and all Persons whomsoever are empowered to sell Land to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from Corporations or Persons under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Corporations or Persons being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore further enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person for whose Benefit Lands are limited in strict Settlement, or other Persons, being under any legal Disability or Incapacity, more than Ten Statute Acres, and in case they shall purchase such Ten Statute Acres from any Corporations or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Ten Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or stead of such Ten Statute Acres or any Part thereof so sold or disposed of by the said Company.

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

XXXVI. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, 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 such Conveyance seised of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them, indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company; and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the

same

same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchasers or Grantees, their Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action to be brought, assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

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

XXXVII. And be it further enacted, That whenever any Ground, Highway, or Pavement shall be opened or broken up, either by the said Company or any other Person, for laying, taking up, or repairing any Aqueduct, Pipes, Plugs, Cocks, or other Works necessary for the Purposes of this Act, the Workmen employed in laying, taking up, or repairing any such Aqueduct, Pipes, Plugs, Cocks, or other Works shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Ground, Pavements, and Roads, and carry away the Rubbish occasioned thereby, without any Delay, and shall in the meantime fence or guard, and fix Lights, during the Night and all Night, at or near the Place where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages: Provided also, that if there shall be any wilful or negligent Delay in the said Company, or any of their Agents or Servants, or any other Person acting by or under the Authority of this Act, in filling in any such Ground, or removing Rubbish, or making good any such Ground, Pavements, Highways, or Roads, or in case the same shall be imperfectly done, or the Ground so opened shall not be fenced or guarded, then and in every such Case it shall be lawful for the Owner of the Ground, or the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management such Pavements, Highways, or Roads now are or hereafter shall be respectively, or any other Person acting by or under the Authority of the said Owners, Occupiers, Commissioners, Surveyors, or Trustees, or other Persons respectively, to fill in such Ground, and to remove such Rubbish, and to repair and make good such Ground, Pavement, Highway, or Road so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light during the Night as to him or them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer; and in default of Payment thereof for Fourteen Days next after Demand shall be made by such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons respectively, Proof of such Demand being made by the Oath of One credible Witness before a Justice of the Peace for the said County of *Gloucester* or City of *Gloucester*, all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company or such other Person, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of any such Justice, and which Warrant such Justice is hereby empowered to grant; and such Costs, Charges, and Expences shall be paid to such Owners, Occupiers, Surveyors, Commissioners, or Trustees, or other Persons, or their Treasurer respectively; and the Sufficiency and Insufficiency of any such Reinstatement or Repair as aforesaid shall in case of Dispute be determined by any such Justice.

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

XXXVIII. And be it further enacted, That if it shall at any Time be deemed necessary or expedient by the Surveyors, Trustees, or Commissioners or other Persons under whose Jurisdiction, Care, or Management any Pavement, Highway, or Road under or through which any Pipe may be placed, for the Purpose of any Alteration in such Pavement, Highway, or Road, to require the said Company to raise, sink, or otherwise alter the Situation of any such Pipe, the said Company shall, at their own Expence, within One Calendar Month next after being required so to do by Notice in Writing to them given by such Surveyors, Trustees, or Commissioners or other Persons, raise, sink, or alter such Pipe according to such Notice, in such Manner and in such Place as the said Surveyors, Trustees, or Commissioners or other Persons shall think right and proper, and in default thereof it shall and may be lawful to and for the said Surveyors, Trustees, or Commissioners or other Persons, or any Person acting by their Order or under their Authority respectively, to cause such Pipe to be raised, sunk, or altered, and the reasonable Costs and Charges for doing the same shall immediately thereafter be paid by the said Company or their Treasurer to the said Surveyors, Trustees, or Commissioners or other Persons, and in default thereof shall and may be recovered in the same Manner as the Costs and Charges and Penalty are directed to be recovered in and by the Provisions herein-before contained.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 15,000*l.*, to be divided into 300 Shares of 50*l.* each.

XXXIX. And be it further enacted, That it shall be lawful for the said Company to raise among themselves a Sum of Money for the Purposes of this Act not exceeding in the whole the Sum of Fifteen thousand Pounds, and the same shall be divided into Three hundred Shares of Fifty Pounds each; and such Shares shall be numbered in Arithmetical Progression, beginning with Number One, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Persons so raising and contributing to the same, and their several and respective Successors, Executors, Administrators, and Assigns, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several Successors, Executors, Administrators, and Assigns, who shall have subscribed or shall subscribe for such Shares, or such Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes thereof, shall be entitled to and shall receive, at such Time and Times as the said Company or their Committee shall, at a General or Special Meeting to be convened for that Purpose, direct or appoint, an equal proportionable Part of such Part of the net Profits and Advantages that shall and may arise and accrue by the Rents, Rates, and other Sums of Money to be received by the said Company, by the Authority of this Act, as the Company or their Committee of Management shall at such Meeting, or at any Adjournment thereof, direct and appoint to be divided amongst the Subscribers or Shareholders of the said Undertaking; and every Corporation or Person having such Property in the said Undertaking as aforesaid shall bear and pay a proportionable Sum towards carrying on the same in manner herein directed and appointed.

Shares to be Personal Estate.

XL. And be it further enacted, That all the Shares of and in the said Undertaking shall be deemed Personal Estate, and be transmissible as such, and not be deemed to be of the Nature of Real Property.

XLI. And

To compel Payment of Subscriptions.

XLI. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe towards the said Undertaking shall and they are hereby required to pay the Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for pursuant to the 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 or their Committee of Management; and in case any Party shall neglect or refuse to pay any such Money at the Times and in the Manner so to be ordered and directed as aforesaid, the said Company may sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with Interest for the same after the Rate of Five Pounds *per Centum per Annum* from such appointed Time of Payment up to the Day of the actual Payment thereof from such Party, or in Cases where Two or more Parties shall have jointly subscribed for or be jointly possessed of any Share in the said Undertaking, then from all, any, or either of such joint Subscribers.

Power to pay Subscriptions in advance, and Interest to be paid on such Advances.

XLII. And be it further enacted, That it shall be lawful for the said Proprietors for the Time being of the said Undertaking and they are hereby empowered, whether before or after any Call shall have been made in respect of any Shares held by them respectively, to pay in advance, in case the Committee of Management shall think proper to accept the same (which they are hereby authorized to do), to such Person as the said Committee shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting over and above the Amount (if any) actually paid in respect of such Shares, so that the whole do not exceed the full Sum of Fifty Pounds in respect of such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscribers paying such Sum in advance and the Committee of Management for the Time being of the said Company shall agree upon.

No Call to exceed 20*l.* per Cent. per Share, nor to be made at a shorter Interval than Two Calendar Months.

If Calls are not paid, Shares to be forfeited.

XLIII. Provided always, and be it further enacted, That no Call to be made as aforesaid do exceed the Sum of Twenty Pounds *per Centum* for or in respect of any One Share, and that no Calls be made but at the Distance of Two Calendar Months at least from each other, and the Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, and shall be paid at such Time and Place as shall be directed and appointed in that Behalf; and if any Corporation or Person shall neglect or refuse to pay his Proportion of Money so to be called for during the Space of Thirty Days next after the Time appointed for the Payment thereof, then and in such Case such Corporation or Person so neglecting or refusing shall absolutely forfeit all his Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him on account thereof; and all Shares which shall or may be so forfeited shall or may be sold at a public Sale for the most Money that

Forfeited Shares may be sold.

that can be gotten for the same, and the Produce thereof shall be applied and disposed of in manner by this Act directed; and the said Committee of Management, or any Two of them, shall have Power and Authority to assign and transfer such Shares to such Person as shall become the Purchaser thereof; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to the Proprietor, his Executors, Administrators, and Assigns, so forfeiting, against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between such Proprietor, his Executors, Administrators, Successors, and Assigns, and the said Company, with regard to the future carrying on and Management of the said Undertaking: Provided always, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company shall have been given or sent by the Post to or left at the usual Place of Abode of the Owner of such Share, nor until the same shall have been declared to be forfeited at some General or Special General Meeting of the said Company which shall be held not sooner than Three Calendar Months from the Day on which Notice of Forfeiture shall have been given.

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

XLIV. And be it further enacted, That in case the Money produced by the Sale of any Share shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and lawful Interest thereon, with the Expences attending such Sale, the Surplus of such Money shall be paid, on Demand, to the Party to whom such Share shall have belonged; but the said Company shall not sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter, for or on account of such Call, and the Interest and Expences attending the same; and from and after the Payment of such Calls, and the Interest and Expences as aforesaid, any Share so vested in such Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Proceedings in Actions for Calls.

XLV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Sum of Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege, that the Defendant, being Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, for so many Calls of such Sums of Money upon so many Shares belonging to the Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant at the Time of making such Call was Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Calls were in fact made, and that such Notice was given as is directed by this Act, without proving the Appointment of the Committee of Management, or any other Matter or Thing whatsoever; and

and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, upon such Calls.

For ascertaining the Proprietorship of Shares in certain Cases.

XLVI. And whereas in Cases where Proprietors of Shares in the said Undertaking shall die, or marry, being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest to other Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who are the Proprietors of such Share, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain any Action, Suit, or other Proceedings against them or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all Cases where the Right and Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Corporation or Person by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified, or herein otherwise provided, a Declaration shall be made by some credible Person before any Justice of the Peace or Master Extraordinary in Chancery, stating the Manner in which such Share hath passed to such other Person, his Executors, Administrators, Successors, or Assigns, and such Declaration shall be delivered to and left with the Clerk to the said Company, to the Intent that he may preserve the same, and 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 said Company; and in all or any of the said Cases, after Ten Days Notice in Writing shall have been given by the said Committee of Management, under the Hand of the Clerk or Treasurer of the said Company, to the Corporation or Person stated or claiming in such Declaration to be the then Proprietor of such Share, or left at the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, or published in One or more of the *Gloucester* Newspapers, to pay his or their Proportion of Money so to be called for, and such Corporation or Person shall not have paid such their or his Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in manner by this Act directed in other Cases of Sales of Shares forfeited for Nonpayment of Calls.

Proprietors in arrear not to vote.

XLVII. And be it further enacted, That no Proprietor in arrear for any Call shall at any Meeting be allowed to vote or give his Voice in the Agitation of any Question respecting the Concerns of the said Company, either personally or by Proxy, until such Time as he shall have paid all such Arrears as may be due from him in respect of such Calls.

Shares may be disposed of.

XLVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking to sell or dispose of their Shares therein, subject to the Rules and Conditions herein mentioned;

tioned; and an Entry of every Transfer shall be made in a Book to be kept for that Purpose by the Clerk of the said Company, for which Entry no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry accordingly; and until such Transfer shall be produced to the Clerk of the said Company, and entered as aforesaid, such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Vote as a Proprietor; and a Copy of such Entry, signed by the Clerk of the said Company, shall be sufficient Evidence of every such Sale and Transfer, and shall be received as such by all Judges, Justices, and others.

Form of Transfer of Shares.

XLIX. And be it further enacted, That every Transfer to be made of any Share in the said Undertaking shall be in Writing, and may be in the Form or to the Effect following; (that is to say,)

'I do hereby bargain, sell, and transfer to *A. B.* Share in the *Gloucester* Water Company, to hold to the said *A. B.*, his Executors, Administrators, and Assigns, subject to the same Rules and Orders and on the same Conditions on which I held the same immediately before the Execution hereof; and I the said *A. B.* do hereby agree to accept the said Share, subject to the same Rules, Orders, and Conditions. Witness our Hands and Seals this Day of One thousand eight hundred and .'

After a Call no Share to be sold until the Call shall be paid.

L. And be it further enacted, That no Corporation or Person shall sell or transfer any Share which they or he shall possess in the said Undertaking after any Call shall have been made by the said Committee for any Sum of Money in respect of such Share, unless they or he shall at the Time of such Sale or Transfer have paid or discharged to the Treasurer of the said Company, or to such Person as the said Committee shall appoint to receive the same, the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred.

Proprietors of Shares to have Votes; and may vote by Proxy.

LI. And be it further enacted, That every Corporation and Person who shall by virtue of this Act have subscribed for or become entitled to and be in the actual Possession of One or more Shares or Share in the said Undertaking, their and his Successors, Executors, Administrators, and Assigns, shall be deemed a Proprietor of every such Share; and every Proprietor of One Share shall be entitled to give One Vote, and every Proprietor of more than One Share shall be entitled to give an additional Vote in respect of every One additional Share of which he shall be the Proprietor, provided that no Proprietor shall be entitled to more than Fifteen Votes, which Vote or Votes shall and may be given by him, or his Proxy duly constituted under his Hand, or Common Seal if a Corporation, every such Proxy being a Proprietor of the said Undertaking, and subject to the Provision herein-after contained; and every such Vote by Proxy shall be as good and valid to all Intents and Purposes as if such Principal had voted in Person; the Appointment of which Proxies may be made according to the Form or to the Effect following; (that is to say,)

'I the Proprietors of of One of Shares of the *Glou-*
cester Water Company, do hereby nominate, constitute, and appoint
of to be my Proxy,
in my Absence to vote or give my Assent to or Dissent from any
Proceeding, Business, Matter, or Thing relating to the said Under-
taking which shall be mentioned or proposed at any Meeting of the
said Company, in such Manner as the said
shall think proper, according to his Opinion and Judgment, for the
Benefit of the said Undertaking or any thing appertaining thereto,
until I shall revoke this Appointment by Notice in Writing to this
Company. In witness whereof I have hereunto set my Hand the
Day of in the Year .'

And every Question, Matter, and Thing whatsoever which shall be proposed, discussed, or considered in any General or Special Meeting of the said Company to be held by virtue of this Act shall be finally determined by the Majority of Votes and Proxies then present; and at every such Meeting One of the Proprietors then present shall be appointed Chairman, who shall not only be entitled to vote as a Proprietor, but in case of an Equality of Votes shall also have the decisive or casting Vote.

Lunatics and Minors to vote by Committees and Guardians.

I. And be it further enacted, That in case any Proprietor entitled to vote at any such Meetings as aforesaid shall be a Lunatic or a Minor, such Lunatic may vote at such Meeting by his Committees or any one such Committee, and such Minor may vote by his Guardians or any one of such Guardians; provided that such Committee or Guardian may also vote in right of his own Shares as well as in the Character of Committee of any Lunatic or of Guardian of any Minor on the same Occasion.

Joint Proprietors.

LIII. And be it further enacted, That whenever several Persons shall be jointly possessed of any Share in the said Undertaking the Person whose Name shall stand first in the List of Proprietors being present shall at any Meeting of the said Company be solely entitled to vote in respect of such Share.

Names of Proprietors to be entered, and Certificates to be delivered to them.

LIV. And be it further enacted, That the said Company shall and they are hereby required, at their First General or some subsequent Meeting, and afterwards from Time to Time as Occasion shall require, to cause the Names of the several Corporations, and the Names and proper Additions of the several Persons who shall then be or shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares belonging to each, and 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 Certificate or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor on Demand, specifying the Shares to which he is entitled in the said Undertaking; and such Certificate or Instrument shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, and Assigns, to the Shares therein specified; but the Want of such

such Certificate or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Certificate or Instrument may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

'*Gloucester* Water Company.

'Number

'THESE are to certify, That is the
'Proprietor of Share [*or* Shares] in the *Gloucester*
'Water Company, numbered as above, and that he [*or* she] and his [*or*
'her *or* their] Executors, Administrators, and Assigns, as the Proprietors
'of such Share, will be entitled to a proportionate Share of the Profits
'and Advantages in the said Undertaking, according to the Provisions of
'an Act passed in the Year of the Reign of King *William* the
'Fourth, intituled [*here set forth the Title of this Act*]. Given under the
'Common Seal of the said Company the Day of
'in the Year One thousand eight hundred and .'

Regulations as to the Acquisition of Shares by Will or in Course of Administration, or by any other Means.

LV. And whereas by the Marriage or Death of Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom the Dividends becoming due upon such Shares ought to be paid or may belong; be it therefore further enacted, That before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage shall be entitled to receive the same, or be entitled to vote in respect of any Shares, a Declaration in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect of which such Claim may be made, shall be made by some credible Person before a Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept by the said Clerk for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of the said Will or the Letters of Administration shall be produced and shown to the said Clerk; and in all Cases other than herein-before mentioned, when the Right and Property of any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer and Conveyance thereof, as herein directed, a Declaration in Writing shall be made by some credible Person before a Master or Master Extraordinary in Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share passed to such other Person or Corporation, and such Declaration shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the Clerk to the said Company shall be entitled to receive for each of such Entries as is herein-before directed the Sum of Two Shillings and Sixpence and no more.

LVI. And

Receipts of the Person in whose Name Shares stand for Dividends to be good.

LVI. And be it further enacted, That the Receipt of the Person or any one of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the Treasurer for the Time being of the said Company for any Dividend or Sum of Money which shall become due and payable and be paid for or in respect of such Share, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share shall be then settled, conveyed, or assigned, whether or not the said Company shall have Notice of such Uses or Trusts, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipts of Parents or Guardians of Minors, or Committee of Lunatic, sufficient Discharge.

LVII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Parent or Guardian of such Minor, or of the Committee or any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Power to borrow Money on the Rates.

LVIII. And be it further enacted, That in case the said Sum of Fifteen thousand Pounds shall be found insufficient for completing and maintaining the Objects of this Act it shall be lawful for the said Company, by an Order of any General or Special Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Five thousand Pounds, on the Credit of the said Undertaking; and the Committee of Management of the said Company, after an Order shall have been made for that Purpose at any General or Special Meeting of the said Company, are hereby empowered, at the Costs and Charges of the said Company, to assign over the Rates or Rents to be received by virtue of this Act, or any of them, or a competent Part thereof, as a Security for the Repayment of any such Sum of Money so to be borrowed, together with lawful Interest, to the Party who shall advance the same, or to his Trustee, and a Copy of the Order of any General or Special Meeting authorizing the borrowing of any such Sum of Money, certified by the Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Assignments shall be made under the Common Seal of the said Company by the following Form of Assignment, or by any other Form of Words to the same Effect; (that is to say,)

Form of Assignment.

'BY virtue of an Act passed in the Year of the Reign of King *William* the Fourth, intituled [*here set forth the Title of this Act*], We, the *Gloucester* Water Company, in consideration of the Sum of of lawful Money to us in hand paid by do assign unto the said his, her, *or* their Executors, Administrators, and Assigns, [*or* Successors *or* Assigns, *as the Case may be*,] all and singular the Rates and Rents [*or any particular Description thereof, or Part thereof, as the Case may be*], to be received by virtue of the said Act, and also all the Estate, Right, Title, and Interest of the said Company of, in, and unto the same, to hold unto the said his, her, *or* their Executors, Administrators,

'Administrators, and Assigns, [*or* Successors and Assigns, *as the Case* '*may be*,] until the said Sum of together with Interest for the 'same after the Rate of *per Centum per Annum*, shall be repaid.'

And the respective Parties to whom such Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates and Rents, according to the respective Sums in such Assignments mentioned to be advanced, to secure the Repayment thereof with Interest as aforesaid, without any Preference by reason of Priority of Assignment, or on any other Account whatsoever; and an Entry or Memorial of every such Assignment, containing the Dates, Names of the Parties, and Sums of Money borrowed, together with the Rate of Interest to be paid thereon respectively, shall be entered in some Book to be kept by the Clerk of the said Company for that Purpose, which said Book may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Company, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Assignment shall be made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof may be in the Form or to the Effect following; (that is to say,)

Form of Transfer.

'I *A. B.* do hereby transfer a certain Mortgage made by the *Gloucester* 'Water Company to bearing Date the 'Day of for securing the Sum of 'and all Interest now due and to become due thereon, and all my Right 'and Property therein, to *C. D.*, his Executors, Administrators, and 'Assigns. Dated this Day of 'in the Year .'

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

Interest to be paid Half-yearly.

Creditors not to vote.

LIX. And be it further enacted, That the Interest of the Money which shall be borrowed or raised by Mortgage as aforesaid shall be provided for and paid half-yearly to the several Persons entitled thereto before any Profit or other Interest or Dividends due to the said Company or any of them shall be paid, made, or divided: Provided always, that no Person to whom any such Mortgage or Assignment shall be made or transferred as aforesaid shall be deemed a Proprietor of any Share, or be capable of acting or voting, by virtue of such Mortgage or Assignment, at any Assembly of the said Company, for or on account of his having lent or advanced any Money on the Credit of any such Assignment.

LX. And

First and other General Meetings.

LX. And be it further enacted, That the First General Meeting of the said Company shall be held at some convenient Place in the said City within Three Calendar Months next after the passing of this Act, and from and after the said First General Meeting of the said Company there shall be a General Meeting of the said Company on the Sixth Day of *April* in each and every Year, or within the Space of Fourteen Days next following, and such and so many Special General Meetings of the said Proprietors as shall be convened by the Committee of Management or by the Proprietors in manner hereafter provided; of which said General Meetings, and Special General Meetings Seven Days public Notice at the least shall be given by Advertisement in some *Gloucester* Newspaper, and every such Notice of a Special General Meeting shall specify the Purpose for which such Special General Meeting is called, and all such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Meetings of Proprietors may be specially convened.

LXI. And be it further enacted, That Three or more Proprietors of the said Company, holding in the aggregate Thirty Shares or upwards in the said Undertaking, may at any Time, by Writing under their Hands left at the Office of the said Company, or at the Office of the Clerk to to the said Company, or given to any Member of the Committee of Management, require the said Committee to call a Special General Meeting, so as such Requisition fully express the Objects for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Committee to call such Meeting for the Space of Fourteen Days after such Notice given as aforesaid the same may be called by such Proprietors by giving Seven Days Notice thereof in some *Gloucester* Newspaper; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified only; and all such Acts of the Proprietors, or the major Part of them met together at every such Special General Meeting, shall be as valid with respect to the Matters specified in such Notice as if the same had been done at a General Meeting at the Time herein-before appointed for holding the same.

Committee of Management to be elected.

LXII. And be it further enacted, That the said Company shall at the said First General Meeting or at any Adjournment of the same elect and appoint Six Persons Members of the said Company, provided they be Holders each of Ten or more Shares, 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 Sixth Day of *April* next, and shall also at every succeeding Annual General Meeting in each Year, or at some Adjournment thereof respectively, elect, nominate, and appoint out of the said Company Six 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 eligible to be re-elected.

General Meetings for choosing Committees.

LXIII. And be it further enacted, That if at any General or Special General Meeting there shall not be Six Proprietors present no Choice of a Com-

a Committee, nor any Removal of a Person from any such Committee, shall be made, nor shall any Rule or Regulation be made or altered at that Time, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Twenty-one Days, and if a sufficient Number of Proprietors shall not then attend the said General Meeting shall stand adjourned to Twenty-one Days from that Time, and so from Time to Time as often as the same shall happen, until at any such General Meeting there shall be a sufficient Number of Proprietors present, and such Choice or Removal of any Member of any such Committee so before appointed shall then take place, and not before, and such Committee so before appointed shall continue to act and have the same Powers as they had and were possessed of until a new Committee shall be appointed as aforesaid.

Powers of Committee, and Regulations as to their Proceedings.

LXIV. 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 in their Behalf, and shall have full Power to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purposes they may think proper, and to appoint the Times and Places of holding General and Special General Meetings, and at all Meetings of the said Committee one of the Members present shall be appointed Chairman, and all Questions, Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present, (the whole Number present not being in any Case less than Three,) and such Committee shall have full Power and Authority to make Calls upon the Proprietors for the Amount of the Monies respectively subscribed by them, or for any Part thereof, in the Manner and subject to the Limitations herein-before contained, and to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required to be done at some General or Special General Meeting of the said Company; and the said Committee are hereby authorized to contract for and purchase any Lands, Materials, or other Things for the Use of the said Undertaking, and to employ, order, and direct the Works and Workmen, and to nominate, appoint, elect, place, or displace any Officer, Engineer, Agent, Collector, Servant, and Workman of the said Company, (except the Treasurer and Clerk herein directed to be appointed by a General Meeting of the said Company,) with such respective Salaries, Allowances, and Recompences as to the said Committee shall seem proper, and to make all Contracts and Bargains touching the said Undertaking; and no Member of the said Committee shall have more than One Vote in any Committee, except the Chairman, whose Vote shall be always first taken, who in case of an equal Division shall always have a Second or casting Vote, and such Committee shall keep regular Minutes and Entries of their Proceedings, and from Time to Time make Report of their Proceedings to the said General Meetings, and if required to the Special General Meetings of the Proprietors, and shall obey their Orders and Directions.

LXV. And

For supplying Vacancies in Committee.

LXV. 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 resign, or shall become disqualified or incompetent to act as a Member of the Committee, it shall be lawful for the said Committee of Management, or for the remaining Members thereof, to elect some other Proprietor 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 and remained in Office.

Persons holding Office or concerned in Contract, incapable of being Member of Committee.

LXVI. And be it further enacted, That no Person holding any Office of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Member of the Committee of Management, nor shall any Member of the Committee of Management be capable of being concerned or interested in any Contract whilst he shall be a Member of such Committee; and if any Member of the Committee of Management shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares at the least in the said Undertaking, the Office of such Member shall thereupon become vacant, and he shall become disqualified thenceforth from acting or voting as a Member of the said Committee.

First Committee of Management.

LXVII. And be it enacted, That *James Woodbridge Walters*, *William Pearce*, *Samuel Jones*, *Samuel Baker*, *Frederick Woodcock*, and *John Chadborn*, and the Survivors of them, shall be the First Committee of Management of the said Company, and that they shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Committee herein-before named shall and they are hereby required to fix the Time and Place of such First General Meeting within the Limits herein-before prescribed, and to give Notice thereof in the Manner herein-before directed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Committee of Management shall have been duly elected, as herein-before prescribed, the said Persons herein named as the First Committee, or the Survivors of them, or such of them as shall continue to act, shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking as to them shall seem fit, and shall and may exercise all other Powers and Authorities by this Act given to the Committee of Management of the said Company to be elected in the Manner herein-before prescribed.

Members of Committee not to be personally liable.

LXVIII. And be it further enacted, That no Member of the Committee for the Time being shall become personally answerable for the Performance of any Agreement into which he shall or may have entered as one of such Committee on behalf of the said Company, but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into by the said Committee shall have full Power to resort to and proceed against the said Company, either at Law or in Equity, for the Performance of any such Contract and Agreement, or for Damages occasioned by any Breach or Nonperformance thereof; and the Joint Stock

and Property of the said Company shall from Time to Time be answerable and accountable for the due Performance of every Contract entered into by the said Committee, and for all Damages which shall be recovered by reason of any Breach or Nonperformance thereof.

Treasurer and Clerk to be elected.

LXIX. And be it further enacted, That the said Company shall, at their First General Meeting, or at some Adjournment thereof, elect and choose a Treasurer and Clerk for transacting the Business of the said Company, to remain in Office until he or they shall happen to die or resign, or be removed from Office; and it shall be lawful for the said Company, at any subsequent General or Special General Meeting to be holden as herein-before directed, from Time to Time to remove and displace such Treasurer and Clerk or either of them, or any other Person who shall be hereafter elected and appointed to their respective Offices, and to appoint in manner aforesaid any other Person to act as Treasurer and Clerk of the said Company, in the Room of such of the said Officers as shall happen to die, or to resign or be removed from their respective Offices, and to allow such Salaries or other Emoluments to the said Officers or any of them as at any such General or Special General Meeting shall from Time to Time be fixed upon and determined: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall hereafter be appointed Treasurer of the said Company for the faithful Execution of his Office before he shall enter thereupon.

Security to be taken from Treasurer.

Clerk and Treasurer not to be the same Person.

LXX. And be it further enacted, That it shall not be lawful for the said Company to appoint their Clerk or his Partner, or the Clerk or other Person in the Service or Employ of him or of his Partner, the Treasurer for the Purposes of this Act, or to appoint the Treasurer or his Partner, or the Clerk or other Person in the Service or Employ of him or of his Partner, the Clerk of the said Company; and if any Person shall accept both the Offices of Clerk and Treasurer, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of such Treasurer, or in any Manner officiate for such Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer, or the Clerk or other Person in the Service or Employ of the Partner of 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, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed.

Committee may appoint temporary Treasurer.

LXXI. And be it further enacted, That in case any such Treasurer or Clerk subject to such Direction as aforesaid shall die, or be removed from or quit the Service of the said Company, it shall be lawful for the Committee

mittee of Management to appoint any other fit Person to execute such Office in the Place of the Person who shall so die, be removed from, or quit the Service of the said Proprietors; but such new Appointment shall only continue until the next General or Special General Meeting of the said Proprietors, when the Appointment shall either be confirmed, or such other fit Person appointed to succeed to such Office, as the said Proprietors at such General or Special General Meeting shall think proper; all which Acts of the said Committee shall be conclusive, unless revoked by the General Meeting holden next after such Acts as aforesaid.

Officers to account.

LXXII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or their Committee of Management, make out and deliver to the said Company or their Committee of Management, or to such Person as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him collected or received, and how and to whom and for what Purpose the same and every Part thereof have or hath been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and he is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to such Person as the said Company or their Committee of Management shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render and deliver such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in Manner aforesaid, or shall refuse or neglect to deliver up to the said Company or their Committee of Management, or to such Person as they shall appoint, within Three Days after being thereunto required by the said Company or their Committee of Management, or by such other Person, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by any of the said Company, or by any Person on their Behalf, to any Justice of the Peace for the County or City of *Gloucester*, such Justice may and he is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing by such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Monies to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the

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

Orders and Proceedings to be entered in a Book.

LXXIII. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the General and Special General Meetings of the Company as of the Committee of Management, shall be entered in a Book to be provided and kept for the Purpose, and shall be signed by the Chairman of each respective Meeting; and such Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

Company may compound for Breach of Contract.

LXXIV. And be it further enacted, That it shall and may be lawful for the said Company or their Committee of Management for the Time being, from Time to Time as they shall think fit, to compound and agree with any Corporation or Person on account of any Breach or Nonperformance of any Contract for such Sum of Money as they shall think fit.

How Notices of Meetings are to be given.

LXXV. And be it further enacted, That all Notices herein directed to be given of any General or Special General Meetings of Proprietors, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be given by Advertisement, to be inserted in some *Gloucester* Newspaper, or by Letters from the Clerk of the said Company, sent by the Post to or left at the usual Place of Abode of the Proprietors respectively, Seven Days previous to any such Meeting, and such Notices, when so published or given, shall be deemed and considered good and sufficient Notices within the Meaning of this Act.

Accounts to be kept by the Clerk.

LXXVI. And be it further enacted, That the Clerk to the said Company shall and he is hereby required to keep regular and clear Entries, in a Book to be for that Purpose provided by the said Company, of all Sums of Money received, paid, laid out, and expended for or on account of this Act, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed, laid out, and paid, and

such

such Book shall at all seasonable Times be open to the Inspection of the said Company, and of every Mortgagee or Creditor under this Act, without Fee or Reward; and any Member of the said Company, or any Mortgagee or Creditor aforesaid, may take Copies of or Extracts from the said Book or any Part thereof, without paying any thing for the same; and in case the said Clerk shall refuse to permit or shall not permit any Member of the said Company, or any Mortgagee or Creditor, to inspect the same, or to take Copies or Extracts as aforesaid, such Clerk shall forfeit and pay to the Treasurer of the said Company, for the Use of the said Company, any Sum not exceeding Five Pounds for each Offence, to be recovered as any other Forfeitures are herein-before authorized to be recovered.

Accounts to be made up yearly.

LXXVII. And be it further enacted, That the said Company or their Committee of Management shall and they are hereby required from the Time of the passing of this Act to cause a true, exact, and particular Account to be kept, and annually made up and balanced on the Thirty-first Day of *December* in each Year, of the Money collected or received by the said Company, or their Committee of Management, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Works, and of all other the Receipts and Expenditure of the said Company or their Committee of Management; and at the General Yearly Meeting of the Proprietors of the said Undertaking to be from Time to Time holden as aforesaid, or at some Adjournment thereof, a Dividend shall be declared of the clear Profits of the said Undertaking, unless such yearly Meeting shall declare otherwise, and such Dividend or Dividends shall be at and after the Rate of so much *per Centum* upon the several Sums invested by the Members thereof in the Joint Stock of the said Company, as such Meeting or Meetings shall think fit to appoint or determine.

Committee of Management may declare intermediate Dividends.

LXXVIII. Provided always, and be it further enacted, That it shall be lawful for the Committee of Management and they are hereby authorized and empowered to declare One or more Dividend or Dividends at such intermediate Time or Times between the said Annual Meetings as the said Committee shall think fit.

Table of Rates according to which Water is to be supplied by the Company.

LXXIX. And be it further enacted, That the said Company shall be obliged by means of any Leaden or other Pipe, the Bore thereof to be of the Dimensions of Three Quarters of an Inch, (or larger if the said Company shall require the same,) to be provided and laid at the Costs of the Person requiring the same, to furnish a sufficient Supply of Water at a Height not exceeding Six Feet above the Footway to the House of every Inhabitant occupying a private Dwelling House in any Square, Place, Street, or Lane, or other Place where the Pipes of the said Company shall be laid, for the Use of his or her own Family, at the following Rates; (that is to say,) where the Rack Rent or Value of such Dwelling House shall not exceed Twenty Pounds *per Annum* at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings, and where such Rent or Value shall be above Twenty Pounds and not exceeding Forty Pounds *per Annum* at a Rate *per Centum per Annum* not exceeding Seven Pounds, and where such Rent or Value shall be above Forty

Pounds and not exceeding Sixty Pounds *per Annum* at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings, and where such Rent or Value 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 or Value 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 or Value shall be above One hundred Pounds *per Annum* at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate shall be payable according to the actual Amount or Value of the said Rack Rent: Provided nevertheless, that the said Company shall not be obliged to furnish such Supply to any such Inhabitant as aforesaid for less than Fifteen Shillings in any One Year, unless they shall think fit so to do: Provided also, that in case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or her own Family Consumption, or in case of Persons requiring a Supply of Water for Hotels, public Buildings, Charitable Institutions, Hospitals, Chambers, Clubs, or Subscription Houses, Baths, Fountains, Ponds, Pools, Closets, Water Closets, (such Closets or Water Closets being supplied from any other Cistern than a Cistern for domestic Purposes,) or Stables, or for washing Carriages, or for Cows or Horses, or for the Purpose of any Trade or Business whatsoever, such Supply shall be furnished by the said Company in such Cases at such Rate as shall be settled by and between the Committee of Management of the said Company and such Persons respectively.

Inhabitants may lay Pipes to those of the Company.

LXXX. And be it further enacted, That such of the Inhabitants of the Parishes and Places aforesaid as shall be desirous of having Water from the said Waterworks laid into their Houses or Buildings may and are hereby authorized and empowered, at their own Expence, having given Twenty One Days previous Notice in Writing of their Intention so to do to the said Company, and having first obtained the Consent of the Owners of the Premises through which Pipes shall be conveyed, to open the Ground between the Company's Aqueducts or Service Pipes and the respective Houses or Buildings of such Inhabitants, and to lay any Leaden or other Pipe of the Bore of Three Quarters of an Inch, or of a greater Bore if the said Company shall require the same, from such respective Houses or Buildings to communicate with the said Aqueducts or Service Pipes, such respective Inhabitants paying to the said Company the Rates herein mentioned; and in case of Default in Payment of any such Rate or Rates, or Sum or Sums of Money so to be paid, it shall be lawful for the said Company to cause the Pipe belonging to any Person making such Default, and communicating with the Aqueducts or Service Pipes belonging to the said Company, to be separated from the said Aqueducts or Service Pipes, and to cause the Water to be stopped from issuing or running into the said Houses or Buildings of every Person making such Default, and the Rate or Sum of Money which shall be due and in arrear from such Person to the said Company shall and may be recovered by the said Company by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same, in the same Manner as Rents reserved on common Demises may by Law be recovered: Provided always, that every Person who shall have laid any Leaden or other Pipe as aforesaid shall be

Recovery of Rates.

at

at liberty to remove and take away such Pipe and the Cock belonging thereto.

For supplying the Poor Inhabitants with Water.

LXXXI. And be it further enacted, That it shall be lawful for any Company or Corporation to contract and agree with the said Company for the Erection of Conduits or Pumps, or otherwise, for the Supply of Water for the poor Inhabitants of any Parish, and to pay the Expences thereof out of any Funds under the Care and Management of such Company or Corporation which may legally be applicable to that Purpose.

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

LXXXII. And be it further enacted, That where several Houses or Buildings in the Occupation of several Persons shall be supplied by one common Branch Pipe, to be laid to and introduced into the Aqueducts or Service Pipes of the said Company, the several Owners or Occupiers of such Houses or Buildings shall be respectively liable to pay for such Supply of Water at and after such Rate as they would be liable to pay for the same if each of such several Houses or Buildings was separately supplied with Water by a distinct Branch Pipe from the Waterworks of the said Company, such several Rates or Rents, in case of Nonpayment, to be recovered as herein-after is mentioned.

Rents recoverable from Persons removing.

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

Rents to be paid quarterly in advance.

LXXXIV. And be it further enacted, That the Rents or Rates payable to the said Company under and by virtue of this Act shall be payable quarterly on the Four usual Quarter Days of Payment of Rent, and be payable and become due in advance immediately upon the Commencement of the Period for which the Persons using the Water may contract or agree with the said Company, or their Committee of Management; and in case of Default in the due Payment of such Rents or Rates

Rates so payable in advance it shall be lawful for the said Company or the Committee of Management, where the Sum due shall be less than Twenty Pounds, to recover the same 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 other respects as Rents in arrear upon common Demise may by Law be recovered and raised; or where the Sum due shall be Twenty Pounds or upwards the same may be recovered, with Costs of Suit, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, and no more than One Imparlance, shall be allowed.

Penalty for not supplying Water to the Inhabitants.

LXXXV. And be it further enacted, That in case the said Company shall wilfully negelct or refuse to supply any of the Inhabitants occupying any private Dwelling House in any Street, Close, Lane, or Place where the Pipes of the said Company may be laid, with Water for the Use of his own Family, at the Rate assessed or for the Rent agreed on, for the Space of Twenty-one Days next after Demand in Writing shall have been made by such Inhabitant to the said Company of such Supply of Water, and Tender made of the Amount of the Rate for One Year of such Supply, and of all Arrears of Rates that may be due for such Supply, the said Company shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, unless the said Company, at the Time of such Demand and Tender being made, shall be prevented by Frost or the Repairs of their Works from making the Supply, or unless such Supply cannot be granted without lessening the Supply to the other Tenants of the said Company, but not otherwise; such Penalty to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said County of *Gloucester* or for the said City of *Gloucester*, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of One Pound for every Day the said Company shall continue to neglect or refuse such Supply.

Penalty on soiling or wasting Water, or doing any Damage to the Works.

LXXXVI. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said Company, or their Managers, Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Execution of any of the Powers and Authorities in and by this Act given or contained; or if any Person shall bathe or wash in any Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond made, maintained, or supported by virtue of this Act, or wash any Dog or other Animal therein, or throw or cast any Dog or Cat, or any Filth, Dirt, Gravel, Stone, or Rubbish, or other Thing whatsoever, into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or cause or suffer the Water of any Sink, Sewer, or Drain to be conveyed into or to run into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or shall cause any other Annoyance or Injury to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or to any Water which shall flow into the said Reservoirs or other Works, or which shall be collected or used by the said Company for the Purposes of this Act, or do any Act or Thing whatsoever whereby or by means whereof the Water required for the Supply of the said Parishes and Places aforesaid, or

any

any Part thereof, shall or may be soiled, fouled, or polluted, or shall wantonly or unnecessarily open or cause to be opened any Cock, Gate, Pipe, Paddle, Valve, or Clough, belonging to the said Waterworks, or shall wilfully flush or draw or let off, or cause to be flushed, drawn, or let off, the Water from any Part of the said Waterworks, or shall improperly leave any of the Pipes, Valves, Cocks, or Cloughs open or running belonging to the same, or shall draw out or cause to be drawn out any Paddle, Valve, or Clough, belonging to the said Waterworks, or do any other Act to mis-spend or waste the Water thereof, every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons supplied with Water supplying others.

LXXXVII. And be it further enacted, That if any Person supplied with Water by virtue of this Act shall wilfully permit any other Person, not having the Authority or Consent of the said Company, to take any Water at the Pipes or Aqueducts of the said Company, or shall supply any such other Person with any Water from such Pipes or Aqueducts, or shall negligently suffer his Pipes or Branches, or the Cocks belonging thereto, to be out of Repair, and occasion the Water thereby supplied to run waste and useless, then and in every such Case every Person so offending as aforesaid shall forfeit and pay to the said Company for every such Offence any Sum not exceeding Five Pounds, according to the Discretion and Decision of the Justice of the Peace before whom the same shall be recovered, over and above the full Amount of the Damage sustained by the said Company by the Acts or Means in respect of which such respective Penalties shall be incurred; and the said Company shall be at liberty, if Compensation to the Satisfaction of the said Company be not made, to cut off the Supply of Water from any Person so offending from the Reservoirs, Cisterns, and Pipes of the said Company: Provided always, that upon Payment of such Compensation the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the same Supply of Water to such Inhabitant.

Persons permitted to supply Water in certain Cases.

LXXXVIII. Provided always, and be it further enacted, That nothing herein contained shall extend to subject any Person whomsoever supplied with Water by virtue of this Act to a Penalty or Forfeiture for supplying any other Person with any Quantity of such Water in case of Fire, Sickness, or other sudden Emergency, or during any Time that the Pipe or Cock belonging to such other Person supplied with Water by virtue of this Act shall or may happen to be out of Repair, such Pipe or Cock nevertheless to be repaired as soon as may be after any Damage shall happen thereto.

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

LXXXIX. And be it further enacted, That it shall be lawful for the Engineer, or any other Person acting by or under the Authority of the said Company or their Committee, at any Time or Times in the Daytime, between the Hours of Eight in the Forenoon and Four in the Afternoon, giving Twenty-four Hours previous Notice of the Intention so to do, to enter into any House or other Building supplied with Water by virtue of this Act, in order to inspect and examine if there be Waste, undue Diversion, or improper Appropriation of Water so supplied by the said Company; and if such Engineer or other Person so acting by or under the Authority of the said Company or their Committee shall at any

any such Time be refused Admittance or Entrance into any such Dwelling House or other Building for the Purpose of making such Inspection and Examination as aforesaid, or, being admitted, shall be obstructed or prevented from making such Inspection or Examination as aforesaid, then and in every such Case it shall be lawful for the said Company or their Committee, or any Person acting under their Authority for that express Purpose in each Case given, to cut and turn off the Water supplied by the said Company from such House or other Building: Provided always, that upon Payment of such Compensation as aforesaid the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the said Supply of Water to such Inhabitant.

Cisterns, &c. to be provided.

XC. And in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person supplied with Water by virtue of this Act shall, if required by the said Company, provide a proper Cistern of Lead, Stone, Brick, Wood, or other Material, to receive and hold such Quantity of Water as shall be deemed sufficient for his Consumption; and he is hereby required to provide a Valve, or Ball and Stop Cock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Service Pipes belonging to the said Company to such Cistern, and at all Times afterwards to keep the same in good Repair, for the Purpose of preventing the Water running into such Cistern from running to Waste when the same shall be full; and in case any Person supplied with Water by virtue of this Act shall neglect to provide such Cistern, and also a Ball or Valve or Stop Cock, and to affix or cause to be affixed the same in manner aforesaid, for the Purpose of preventing the Water from running to Waste when such Cistern shall be filled as aforesaid, it shall be lawful for the said Company or their Committee, or any Person acting by virtue of or under the Authority of the said Company, to cut off the Pipe and turn off the Water by such Ways and Means as to them or him shall seem right and proper, from the House or other Building of every such Person, until such Cistern shall be provided, and such Ball, Valve, or Stop Cock added in manner aforesaid.

Requiring the Company to fix Fire Plugs.

XCI. And be it further enacted, That the said Company shall, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place for supplying the same with Water, fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipe, one or more proper and sufficient Fire Plug or Fire Plugs in each public Street, Passage, or Place, supplied with Water from such Main Pipe, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plug shall be finished the said Company shall thereupon deliver a Key or Keys of such Fire Plug at each Place within the Parish where the Pipes of the said Company shall be laid as aforesaid and where any Engine shall be kept for the extinguishing of Fires.

Penalty for Washings from Gas Works draining into

XCII. And be it further enacted, That if any Corporation, Contractor, or any other Person whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the Limits of this Act, shall at any Time empty, drain, conduct, or convey, or cause or suffer to be emptied, drained,

drained, conducted, or conveyed, or to run or flow, any Washings or other waste Liquids, or any noisome or offensive Liquids, Substances, or Things whatsoever, which shall arise or be produced in the Prosecution of any Gas Works, or in the Manufacture or Process of making or procuring Gas, into any Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any other Annoyance, Act, or Thing to the Water contained in any such Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Spring Head, Well, Drain, Sewer, or Ditch, whereby the Water or any Part thereof shall or may be soiled or contaminated, then and in every such Case such Corporation, Contractor, or other Person as aforesaid shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than One Imparlance, shall be allowed, and the whole thereof shall be paid to the Person who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been sued for or recovered or not), in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be emptied, drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Company or Corporation or Person to whom the same shall belong, or by any other Person whomsoever, to any such Corporation, Contractor, or Person as aforesaid, and such Corporation, Contractor, or Person shall not within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being emptied, drained, conducted, or conveyed, or from running or flowing, in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case such Corporation, Contractor, or Person shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be so emptied, drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done or caused to be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be adjudged, recovered, and levied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered and levied, and shall be paid to the Informer, or to the Person who in the Judgment of the Justice before whom the Conviction

Streams, Wells, &c.

viction shall take place shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

For stopping the Escape of Gas.

XCIII. 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 Corporation, Contractor, or any Person whomsoever making, furnishing, or supplying any Gas used, burned, or consumed within the Limits of this Act, such Corporation, Contractor, or Person shall, at their or his own Expence, immediately after receiving Notice by Parol or in Writing of any such Escape of Gas from any Person whomsoever, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping, and in case such Corporation, Contractor, or Person aforesaid shall not within Twenty-four Hours next after such Notice by Parol or in Writing as aforesaid being given effectually stop and prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case such Corporation, Contractor, or Person aforesaid shall for every such Offence forfeit and pay the Sum of Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid, which Penalty shall from Time to Time be recoverable in a summary Way on the Oath (or Affirmation, as the Case may require,) of a Witness before a Justice of the Peace for the said County, City, or Place within which such Offence shall be committed, and shall and may be recovered and levied, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Corporation, Contractor, or Person.

For the Protection of Water Pipes.

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

by the Means aforesaid; such Costs and Expences, and also the Amount of such Penalty as aforesaid, to be ascertained and fixed by any Justice of the Peace for the County, City, or Place wherein the Offence may be committed, and to be levied and recovered by Distress and Sale of the Goods and Chattels of such Corporation, Contractor, or Person, together with the Charges of such Distress and Sale.

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

XCV. 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 Street or Place within the Limits of this Act shall be so laid at the greatest practicable Distance, and whenever the Width of the Carriageway in such Street or Place will allow thereof at the Distance of Four Feet at least from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Roads, Streets, and Places, unless in Cases where it shall be unavoidably necessary to lay the said Gas Pipes or other Conduits across any of such Water Pipes, in which Cases the said Gas Pipes or other Conduits shall be laid over and above the said Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle; and in such Cases the said Gas Pipes or other Conduits so crossing any such Water Pipes, shall be at least Six Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Three Feet at least; and in laying down any such Gas Pipes or Conduits no Two or more of such Gas Pipes or Conduits shall in any Case be joined together previous to their being laid in the Trench, but each Pipe shall be laid as near as may be in its Place in the Trench, and the Jointing with the other Pipes to be added thereto shall be done and completed after such Pipes shall be so laid or placed in the Trench, with proper and sufficient Materials; and all and every such Pipes or Conduits, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, shall be made and kept and continued Airtight, so that in every respect the said Gas shall be prevented from escaping therefrom and from every Part thereof at all Times, upon pain of Forfeiture by the Corporation, Contractor, or Person offending for every such Offence the Sum of Five Pounds, to be recovered, with Costs of Suit, by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*.

For preventing the Contamination of Water.

XCVI. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Corporation, Contractor, or Person whomsoever supplying Gas within the Limits of this Act, such Corporation, Contractor, or other Person as aforesaid shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and the same shall be applied to and for the Use and Benefit of the said Company, or the Party or Person using any such Water and suing for such Penalty; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, then and in every such Case such Corporation, Contractor, or Person as aforesaid 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 Corporation, Contractor, or Persons furnishing the Gas, cause the most proper and effectual Measures to be taken effectually to stop and prevent the Gas from contaminating or affecting any such Water; and in case such Corporation, Contractor, or Persons as aforesaid shall not within Twenty-four Hours next after each and every such Notice so left as aforesaid effectually and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, then and in every such Case such Corporation, Contractor, or Person as aforesaid 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, for the Use and Benefit of the same Company, over and above the before-mentioned Penalty of Twenty Pounds, any Sum not exceeding Ten Pounds for each and every Day during which the said Water shall be and remain contaminated, tainted, or affected by any such Gas as aforesaid; 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, as the Case may require,) of One credible Witness, by and in the Name of the Clerk of the said Company, before any Justice of the Peace for the said County of *Gloucester* or City of *Gloucester*, 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 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.

XCVII. And whereas it may become a Question upon such Complaint as aforesaid whether the said Water be contaminated or affected by the said Gas; be it therefore enacted, That in every such Case it shall be lawful for the said Company or other Person using or consuming any such Water to dig to and about and search and examine the Mains, Pipes, Conduits, and Apparatus of any Corporation, Contractor, or Persons furnishing Gas, for the Purpose of ascertaining whether such Contamination proceeds from or that the said Water has been contaminated by any Escape of Gas of such Corporation, Contractor, or Person as aforesaid; and if it shall appear that such Water has been contaminated by any Escape of Gas of such Corporation, Contractor, or Person as aforesaid, the Costs and Expences of the said digging, Search, and Examination and Repair of the Pavement of the Street or Place which shall be taken up or disturbed shall be borne and paid by such Corporation, Contractor, or Person as aforesaid, which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any Mains, Pipes, or Conduits of such Corporation, Contractor, or Person as aforesaid, then and in such Case the said Company or other the Person so digging or searching, or causing such digging or searching as aforesaid, shall bear and pay all the Expences of such Examination, Repair, and Search, and also make good to the said Corporation, Contractor, or Person as aforesaid any Loss, Injury, or Damage which may be occasioned to the Works of the said Corporation Contractor, or Person as aforesaid, in and by such Search and Examination, and also to the Pavement or Ground of the said Streets or Places so broken up or disturbed in such Search or Examination; the Amount of such Injury,

Injury, Loss, or Damage to be ascertained and determined (if necessary) by some Justice of the Peace as aforesaid.

Persons supplying Gas liable to be indicted for a Nuisance.

XCVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person from proceeding, by Indictment or otherwise, against any of the Officers, Servants, or Workmen of the Corporation, Contractor, or other Person whomsoever making, furnishing, or supplying any Gas used, burnt, or consumed within the said City and County of *Gloucester*, for lighting any Street, Highway, Place, or any House, Manufactory, or other Building therein, in respect of any Works, or the Means which shall be employed by them or any of them in making the said Gas, and using the same as a public or private Nuisance, or from bringing any Action against the said Corporation, Contractor, or Person as aforesaid, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Use of the said Gas, or the Method of lighting therewith, whether such Injury shall proceed from the Preparation or the Use of the same Gas, or Method of lighting, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

Punishment for destroying Works.

XCIX. And be it further enacted, That if any Person shall wilfully or maliciously break, throw down, damage, or destroy any of the Works erected, made, or maintained by virtue of this Act, or steal, take, or carry away, or detain, spoil, injure, damage, or destroy, any of the Articles, Matters, and Things hereby vested in or belonging to the said Company, every Person being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons are liable in Cases of Larceny.

How Notices shall be served on the Company.

C. And be it further enacted, That in all Cases wherein it may be necessary for any Person or Corporation to serve any Notice, Writ, or other legal Proceeding at Law or in Equity upon the said Company, personal Service thereof upon the Clerk of the said Company, or leaving the same at the Office of the said Company or of such Clerk, or at the last or usual Place of Abode of such Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any Agent of the said Company, or upon any One of the Committee of Management, shall be deemed good and sufficient Service of the same respectively on the said Company.

How Debts may be proved in Cases of Bankruptcy.

CI. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in the Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Notices, &c. signed by a Member of Committee

CII. And be it further enacted, That every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Member of the Committee of Management,

or

or Clerk to be sufficient.

or by the Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print; and the same shall be as good, valid, and effectual to all Intents and Purposes as if it was under the Common Seal of the said Company.

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

CIII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid by virtue of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, 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, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Ten Days after Demand in Writing shall have been made from 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 the Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, 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 Surplus 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.

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

CIV. And be it further enacted, That 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, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by Two or more Justices of the Peace for the County, City, or Place wherein such Damages or Charges shall be incurred or be directed to be paid; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justice or Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment thereof, to levy such Damages 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.

Justices may proceed by Summons in the Recovery of Penalties.

CV. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace to whom Complaint shall be made of any Offence 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 to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information

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in Writing shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing were exhibited.

Recovery and Application of Penalties.

CVI. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by virtue of this Act (the Manner of levying and recovering whereof is not herein otherwise particularly directed) shall, in case of Nonpayment thereof, be adjudged by and be recovered before any Justice of the Peace for the County, City, Borough, or Place wherein the Offence shall arise, in a summary Way; and any such Justice of the Peace is hereby authorized and empowered to convict the Offender upon Information by Oath of any Person (which Oath such Justice is hereby authorized to administer), or on the Confession of the Party offending; and in default of Payment of such Penalties or Forfeitures they shall be levied by Distress and Sale of the Offender's Goods and Chattels, or of the Goods and Chattels of the said Company, if they shall offend and be convicted as aforesaid of any Offence in this Act mentioned, by Warrant under the Hand and Seal of such Justice; and one Half of the Penalties and Forfeitures, when recovered, after rendering the Overplus (if any), on Demand, to the Party whose Goods and Chattels shall be so distrained, (the reasonable Charges of such Distress and Sale being first deducted,) shall be paid to the Informer, and the other Half thereof shall be paid to the Overseers of the Poor of the Parish or Place wherein such Offence shall be committed, to be by them applied towards the Relief of the Poor in such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid upon Conviction by any Person offending and convicted, then it shall be lawful for such Justices to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless the said Offender shall give sufficient Security to the Satisfaction of such Justice for his Appearance before him on such Day as shall be appointed for the Return of such Warrant of Distress, such Day not being more than Seven Days from the Time of taking any such Security, and which Security the said Justice is 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 can be had thereupon, or in case it shall appear to the Satisfaction of any such Justice, either by the Confession of the Offender or otherwise, that such Offender hath not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Fines, Costs, and Charges may be levied, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for any such Justice of the Peace, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender to the House of Correction or Common Gaol for the County, City, Borough, or Place (as the Case may be) wherein such Offence shall be committed, there to remain for any Time not exceeding Six Calendar Months.

Transient Offenders may be apprehended.

CVII. And be it further enacted, That it shall be lawful for any Officer of the said Company, with such Aid as shall be necessary, and without any other Warrant or Authority than this Act, to seize and detain any Person guilty of any Offence against this Act whose Name and Residence shall be unknown to such Officer, and to convey him before some Justice of the Peace for the County, City, or Place, within which such Offence shall be committed, who is hereby empowered and required to proceed

and act with respect to such Offender according to the Provisions of this Act.

Form of Conviction.

CVIII. And be it further enacted, That all 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 Form following; (that is to say,)

'BE it remembered, That on the Day of
'to wit. } of *A. B.* is convicted before me, One of His
'Majesty's Justices of the Peace for
'by virtue of an Act passed in the Year of the Reign
'of King *William* the Fourth, intituled [*here insert the Title of this Act*],
'of having [*here specify the Offence or Omission, and the Time and Place
'when and where committed, as the Case may be*], contrary to the said
'Act, for which Offence I do adjudge the said
'to have forfeited the Sum of . Given under my
'Hand and Seal the Day and Year first above written.'

Proceedings not to be quashed for Want of Form.

CIX. And be it further enacted, That no Proceedings to be had touching the Conviction of any Offender against this Act, or any Order made or other Matter or Thing to be done or transacted in or relating to the Execution of this Act, shall be vacated or quashed for Want of Form only, or be removed by Certiorari or other Writ or Process whatsoever into any of His Majesty's Courts of Record at *Westminster*, any Law, Statute, or Usage to the contrary notwithstanding.

Distress not unlawful for Want of Form.

CX. And be it further enacted, That where any Distress shall be made for any Sum of Money to be levied by virtue of this Act the Distress itself shall not be deemed unlawful, nor the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor shall the Party distraining be deemed a Trespasser *ab initio* on account of any Irregularity that shall be afterwards done by the Party distraining, but the Person aggrieved by such Irregularities may recover Satisfaction for the special Damage in an Action on the Case.

Appeal to the Quarter Sessions.

CXI. Provided always, and be it further enacted, That any Person whomsoever, thinking himself aggrieved by any Order or Determination of any Justice of the Peace in pursuance of this Act, may within Three Calendar Months next after the Cause of Complaint shall have arisen appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the County, Borough, City, or Place where the Cause of Appeal shall arise, the Person appealing having first given at least Ten Days Notice of such Appeal and of the Nature and Matter thereof to the Person appealed against, or to the Clerk of the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said County, Borough, City, or Place, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General or Quarter Sessions of the Peace,

Peace, or if they think proper may adjourn the hearing thereof to the next General or Quarter Sessions of the Peace to be held for the said County, Borough, City, or Place, and if they see Cause may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Order or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper, and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

Plaintiff not to recover before Notice, nor after Tender of Amends.

CXII. And be it further enacted, That no Plaintiff shall recover in any Action to be commenced against any Person for any thing done in pursuance of this Act unless Notice in Writing shall have been given to the Defendant Twenty Days before such Action shall be commenced of such intended Action, signed by the Attorney for the Plaintiff, specifying the Cause of such Action; nor shall the Plaintiff recover in any such Action if Tender of sufficient Amends shall have been made to him or to his Attorney, by or on behalf of the Defendant, before such Action brought; and in case no such Tender shall be made it shall be lawful for the Defendant in any such Action, by Leave of the Court, at any Time before Issue joined, to pay into Court any such Sum of Money as he shall think proper, whereupon such Proceedings, Order, and Judgment shall be made and given by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

Limitation of Actions.

CXIII. And be it further enacted, That no Action or Suit shall be brought against any Person for any thing done in pursuance of this Act, or in relation to the Matters herein contained, after Three Calendar Months from the Fact committed; and every such Action or Suit shall be brought and tried in the County or City where the Cause of Action shall have arisen, and not elsewhere; and the Defendant in every such Action or Suit shall or may, at his Election, plead specially or the General Issue, and give this Act and the special Matter in Evidence at any Trial, and that the same was done in pursuance and under the Authority of this Act; and if the same shall appear to have been so done, or if such Action or Suit shall have been brought before the Expiration of Twenty Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same, or shall be brought in any other County or City than as aforesaid, then and in every of the said Cases the Jury shall find a Verdict for the Defendant; and upon such Verdict, or if the Plaintiff shall be nonsuited, or discontinue his Action or Suit after the Defendant shall have appeared, or if upon any Demurrer Judgment shall be given against the Plaintiff, then and in every such Case the Defendant shall recover his Costs, and have such Remedy for recovering the same as any Defendant hath in any other Cases by Law.

Expences of Act how to be paid.

CXIV. And be it further enacted, That all the Costs, Charges, and Expences attending the applying for, 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 preference to any other Payment whatsoever.

CXV. And

Public Act. CXV. 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.

SCHEDULE to which this Act refers.

A SCHEDULE of Houses and Gardens to be taken.

Owners.	Occupiers.	Description of Property.
John Robert Lord Viscount Sydney	James Butt	Rickyard, House, and Homestead.
	Thomas Smith	Reservoirs, House, Garden, and Orchard.
James Stone	George Vale	House and Garden.
The Mayor, Aldermen, and Burgesses of the City of Gloucester	William Barradine	Garden.
	Charles Freeman	Gardens, House, and Buildings.

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