ANNO QUARTO

GEORGII IV. REGIS.

Cap. CXV.

An Act to alter, amend, and enlarge the Powers of the several Acts passed for more effectually supplying with Water the Inhabitants of the Town of *Manchester* and *Salford*, in the Parish of *Manchester* in the County Palatine of *Lancaster*.

[27th *June* 1823.]

WHEREAS by an Act passed in the Forty-ninth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for more effectually supplying with Water the Inhabitants of the Towns of* Manchester *and* Salford, *in the Parish of* Manchester *in the County Palatine of* Lancaster, certain Persons therein named and their Successors were incorporated into One Body Politic and Corporate, by the Name of "The Company of Proprietors of the *Manchester* and *Salford* Water Works:" And whereas an Act was passed in the Fifty-third Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for enlarging the Powers of an Act of His present Majesty for supplying with Water the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster: And whereas an Act was passed in the Fifty-sixth Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for altering, amending, and extending the Powers* 49 G. 3. c. 192. 53 G. 3. c. 20. 56 G. 3. c. 12.

of Two Acts of His present Majesty's Reign, for supplying with Water the Inhabitants of the Towns of Manchester *and* Salford, *in the Parish of* Manchester *in the County Palatine of* Lancaster: And whereas an Act was passed in the Second Year of the Reign of His present Majesty King
2 G. 4. c. 47. *George* the Fourth, intituled *An Act to alter and amend several Acts passed for more effectually supplying with Water the Inhabitants of the Towns of* Manchester *and* Salford, *in the Parish of* Manchester *in the County Palatine of* Lancaster, *and for further extending the Powers and Provisions of the said Acts:* And whereas the Population, Buildings, and Manufactories and Trade, as well of the said Towns of *Manchester* and *Salford*, as also of the several contiguous Townships of *Hulme*, *Chorlton Row*, *Ardwick*, *Newton*, *Cheetham*, *Broughton*, *Pendleton*, *Beswick*, *Bradford*, *Droylsden*, *Openshaw*, *Audenshaw*, *Gorton*, and *Denton*, in the said County Palatine of *Lancaster*, have of late greatly increased and are still increasing, and the Water of the River *Medlock* (from whence the Inhabitants of the said Towns and Townships under the Powers of the said several Acts are at present supplied with Water for the Purposes of Trade, Manufacture, and domestic Use) is found to be insufficient adequately to supply the said Towns and Townships with Water; and it is therefore expedient, that the said Company of Proprietors should be enabled to supply the said Towns and Townships with Water from some more adequate Source: And whereas the said Company of Proprietors have expended very large Sums of Money in constructing Machinery, Buildings, Reservoirs, and other Works, and have at present received neither Dividends nor Interest from the Capital Stock so expended, and it is requisite that the said Company should be enabled to expend further Sums thereupon; and it is expedient that the Powers and Provisions of the said recited Acts should be altered, amended, and enlarged, and further Powers granted for the better and more effectually accomplishing the several Purposes aforesaid; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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

Power to purchase Lands. the Authority of the same, That it shall be lawful for the said Company of Proprietors, or their Court of Directors, to treat, contract, and agree for the Purchase of any Lands, Tenements, or Hereditaments which they may require for the Purposes of the said Undertaking, with any Body Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life, or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, or with any Feoffees in Trust, Trustees, Executors, Administrators, Husbands, Guardians, or Committee of or for Lunatics or Idiots, or other Trustees whomsoever, or with any Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any other Person or Persons whomsoever; and it shall and may be lawful for the said Company to hold any such Lands, Tenements, and Hereditaments so to be purchased, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever.

Power to lay out Rental in extending the Works. II. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors to pay, apply, lay out, and expend the present Funds of the said Company, and also all Rates and Rents

arising and accruing to the said Company, and which shall or may arise and accrue and be received by the said Company, within the Space of Four Years now next ensuing, in the first Place, in discharging the Expences of obtaining and passing this Act; and in the next Place, in paying and discharging all Debts justly due and owing by the said Company on Specialty or otherwise, and of paying and discharging the Expences of preparing the Plans, Surveys, and Estimates, and other incidental Expences relating thereto; and then for and towards the making and completing the Purchase of Lands, Tenements, and Hereditaments, and making, completing, improving, and maintaining the Reservoirs and Aqueducts and other Works and Conveniences thereto, which shall be requisite for the Purposes of the said Undertaking, and for otherwise carrying the several Objects of this Act and the said recited Acts into Execution.

Power to raise a Sum of 20,000*l.* on Bonds, if necessary.

III. And be it further enacted, That for the Purposes and Objects of this Act, it shall and may be lawful to and for the said Company of Proprietors to borrow the Sum of Twenty thousand Pounds, or any Part thereof, by Bonds under the Common Seal of the said Company, and all such Bonds shall be made to bear such legal or less Rate of Interest and in such Manner as the said Company shall think proper: Provided always, that all Interest of the Money to be borrowed on Bonds shall be paid Half-yearly, in preference to any Dividends that shall be payable to the said Company of Proprietors, or any of them; and an Entry of every such Bond, containing the Date, Names of the Parties, Penalties, and Sums of Money thereby secured, shall, within Twenty Days from the Date thereof, be made by the Clerk of the said Company in a Book or Books to be kept for that Purpose; provided nevertheless, that every Person, Bodies Politic or Corporate, to whom any Money shall be due on Bond given or granted by the said Company of Proprietors by virtue of this Act, shall rank *pari passu*, and without any Preference by reason of the Priority of any such Bonds, or on any other Account.

Interest to be paid Half-yearly.

Notice to be given of paying off Money.

IV. Provided always, and be it enacted, That no Sum or Sums of Money so lent and advanced on Bonds shall be paid off and discharged (save and except with the Consent of the Person or Persons, Bodies Politic or Corporate so lending and advancing such Sum or Sums of Money), unless Six Calendar Months previous Notice under the Common Seal of the said Company of Proprietors shall have been given to the Person or Persons, Bodies Politic or Corporate, lending and advancing such Sum or Sums of Money, or left at his, her, or their last or usual Place or Places of Abode, of such Intention to pay off and discharge the same.

Former Mortgages, Annuities, and Bonds to have the Preference.

V. Provided always, and be it further enacted, That all Sum and Sums of Money which are now justly due or owing by the said Company of Proprietors on Mortgages, Annuities, and Bonds heretofore given or granted by the said Company of Proprietors by virtue of the said recited Acts or any of them, shall have Preference and Priority in Payment to the Bonds which shall be granted by the said Company under or by virtue of this Act.

VI. And

Joint Stock, &c. to be Personal Estate.

VI. And be it further enacted, That all and every the Shares in the said Undertaking, and in the Profits thereof, and in the Estate, Joint Stock, and Funds of the said Company, shall be deemed Personal Estate, and transmissible as such, and not in the Nature of Real Property.

No Director to be concerned in any Contract, &c.

VII. And be it further enacted, That no Director of the said Company shall hold any Contract or enjoy any Place of Profit created by this Act, or be beneficially employed, or in any Manner interested or concerned directly or indirectly in supplying any Articles or Materials for the Use of the said Company; and in case any Director shall hold any Contract or enjoy any Place of Profit created by this Act, or shall be in any Manner beneficially employed, or concerned directly or indirectly in supplying Articles or Materials for the Use of the said Company, every such Director shall forfeit and pay the Sum of One hundred Pounds, together with full Costs of Suit, to any Person or Persons who shall sue for the same, to be recovered in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, or more than one Imparlance, shall be allowed; and one Moiety of such Penalty when recovered shall be paid to the Person or Persons who shall sue for the same, and the other Moiety shall be paid to the said Company, to be applied to the Purposes of this Act, and the Person or Persons so convicted shall be absolutely disqualified from acting any longer as a Director or Directors of the said Company, and no Director interested in any such Contract, Matter, or Thing as aforesaid shall vote in any Question touching or concerning the same.

Power to complete Works.

VIII. And be it further enacted, That it shall be lawful for the said Company of Proprietors, and they are hereby authorized and empowered, by themselves, their Agents, Officers, Workmen, and Servants, to make and complete One or more Reservoir or Reservoirs, for the Purpose of supplying the said Towns of *Manchester* and *Salford*, and the said Townships of *Hulme*, *Chorlton Row*, *Ardwick*, *Newton*, *Cheetham*, *Broughton*, *Pendleton*, *Beswick*, *Bradford*, *Droylsden*, *Openshaw*, *Audenshaw*, *Gorton*, and *Denton*, with Water, at or near that Part of the Valley in the Township of *Gorton* aforesaid which lies on the North-east Side of the Canal made by and belonging to the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, where such Canal crosses the said Valley; and also to make, complete, alter, and maintain all such Watercourses, Channels, Aqueducts, Tunnels, Conduits, and Works as the said Company of Proprietors shall deem necessary, as well for the Purpose of conveying the Water from the said Reservoirs to the present Reservoirs belonging to the said Company of Proprietors of the *Manchester* and *Salford* Water Works, situate in the said Township of *Beswick*, and to such Reservoirs as may hereafter be made in virtue of this Act or the said recited Acts, as also to the said Towns of *Manchester* and *Salford*, and the several Townships of *Hulme*, *Chorlton Row*, *Ardwick*, *Newton*, *Cheetham*, *Broughton*, *Pendleton*, *Beswick*, *Bradford*, *Droylsden*, *Openshaw*, *Audenshaw*, *Gorton*, and *Denton*, or otherwise, for the Purpose of supplying the same with Water; and the said Company of Proprietors are hereby also authorized and empowered, by themselves,

themselves, their Agents, Officers, Workmen, and Servants, to supply the said intended Reservoir or Reservoirs whilst the same shall be making, and at all Times for ever after the same shall be made, with all the surplus Water from all such Brooks, Springs, Streams, and Rivulets as now or may hereafter flow in, into, through, or over the Site of the said intended Reservoir or Reservoirs, or in, into, through, from, or over any of the Lands mentioned or referred to in the Schedule to this Act annexed, which by Floods, Rains, or otherwise shall increase the Water in the said Brooks, Springs, Streams, and Rivulets above the ordinary average Quantity which usually flows down such Brooks, Springs, Streams, and Rivulets, (such surplus Water to be ascertained by Gauges in the Manner herein-after mentioned), and to make, erect, and set up such and so many Feeders, Shafts, Sluices, Weirs, Conduits, Steam Engines, or other Engines and Machines for supplying the said Reservoir or Reservoirs and Water Works with Water, or for the making, maintaining, and using of such Water Works, as by the said Company of Proprietors shall be deemed necessary and proper; and that for distributing such Water to the Inhabitants of the said Towns and Townships, and effectuating the several Purposes of this Act, it shall and may be lawful to and for the said Company of Proprietors of the *Manchester* and *Salford* Water Works, their Agents, Officers, Workmen, and Servants, from Time to Time, and as often as it may be necessary, to dig and break up the Soil of any of the Roads, Highways, Footways, Commons, Streets, Lanes, Alleys, Passages, and Public Places within the said several Towns and Townships, and also between any of the Reservoirs of the said Company, and between any of such Reservoirs and the said Towns and Townships, and to sink, lay, put, alter, repair, and maintain Pipes, Trunks, Stopcocks, and Plugs and other Conveniences for the Purposes aforesaid, and also to make, place, and construct such Engine Houses, Roads, Embankments, Cisterns, Ponds, Basins, Pumps, and Locks as the said Company shall think requisite for the Purposes of the said Undertaking, and from Time to Time to divert, alter, repair, and discontinue the same; and for the Purpose of carrying into Execution the Powers of this and the said recited Acts, the said Company of Proprietors, their Officers, Agents, Servants, and Workmen are hereby authorized and empowered to enter into and upon the Lands and Grounds of any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out such Parts thereof as they shall think necessary and proper for the making the said intended Reservoir or Reservoirs, Watercourses, Channels, Aqueducts, and Feeders, and all such other Works, Matters, and Conveniences as they shall think proper and necessary for making, supplying with Water, improving, completing, maintaining, and using the said Reservoirs and other Works and Conveniences, and also to bore, dig, cut, trench, sough, get, remove, take, and carry away any Earth, Clay, Stone, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel and Sand, or any other Matters or Things which may be dug or got in making the said intended Reservoir or Reservoirs, Feeders, Watercourses, Channels, or Aqueducts, or out of the Lands and Grounds of any Person or Persons adjoining, or being convenient or contiguous thereto, and which may be proper, requisite, or necessary for making, carrying on, continuing, maintaining, or repairing the said intended Reservoirs or other Works, or which may hinder

or obstruct the making, using, completing, or maintaining such Reservoirs or other Works; and also to make, build, erect, and set up in, over, under, or upon the said intended Watercourses, Channels, or Feeders, or upon the Land adjoining or near to the same, such and so many Bridges, Arches, Tunnels, Aqueducts, Sluices, Flood Gates, Weirs, and other Works and Conveniences as and where the said Company of Proprietors shall think necessary and convenient, for the Purposes of the said intended Reservoirs and other Works, and for the Occupation of the Lands adjoining thereto, and also from Time to Time to alter, repair, and amend or discontinue the same, and to divert, alter, widen, and extend any Bridges, Ways, Roads, Passages, Soughs, Tunnels, Trenches, or Sluices, or other Works or Conveniences for the carrying and conveying of all Manner of Materials necessary for the making, altering, repairing, maintaining, or amending the said Reservoirs and other Works, or which may be useful for the Purposes thereof, and also to place, lay, work, or manufacture the said Materials upon the Lands or Grounds near to the Place or Places where the said Works or any of them shall be or are intended to be made, erected, repaired, or done, and to do all other Matters and Things which they shall think convenient or necessary for the making, effecting, preserving, completing, repairing, and using the said Reservoirs and other Works authorized by this Act and the said recited Acts, according to the true Intent and Meaning thereof, they the said Company of Proprietors, their Officers, 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 herein-after mentioned to the Owners and Occupiers of and all Persons interested in any Lands, Tenements, or Hereditaments which shall be taken, used, removed, or prejudiced for all Damage to be by them sustained in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors and their Officers, Servants, Agents, or Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as herein-after mentioned and contained: Provided always, that the said Company of Proprietors of the *Manchester* and *Salford* Water Works shall not be entitled to take Clay, Stone, or other such Materials as aforesaid, for the Purposes of this Act, from any Orchard, Garden, Yard, planted Walk, Avenue, Lawn, or Pleasure Ground, or Plantation of Trees, planted prior to the passing of this Act, not mentioned in the Schedule hereunto annexed, without the Consent in Writing of the Owner or Owners thereof first had and obtained.

Water to be conveyed from intended Reservoirs through a Trunk formerly made.

IX. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors and their Successors, Deputies, Officers, Servants, Agents, Workmen, and Assistants to convey or cause to be conveyed the Water for the Purposes aforesaid from the said intended Reservoirs to be erected and made at or near to the Embankment of the Canal of "The Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*," situate at *Gorton* aforesaid under the said Embankment, in and through a certain Culvert or Trunk formerly made by the last-mentioned Company of Proprietors, in, under, and through the said Embankment, doing as little Damage

Damage as may be by so doing, and making full Satisfaction to the said Company of Proprietors of the said Canal Navigation for the Damages to be thereby occasioned.

Restraining the Company from entering the Lands of the Ashton-under-Lyne Navigation Company without Consent.

X. Provided nevertheless, and be it further enacted, That nothing in this or in the said recited Acts or any of them contained shall authorize or empower, or shall be construed or deemed to authorize or empower, the said Company of Proprietors of the *Manchester* and *Salford* Water Works, or any Person or Persons acting by or under their Authority, to make any Aqueduct, Tunnel, Feeder, Pipe or Pipes, or other Works whatsoever, for the Supply or Conveyance of Water across, over, or under, or to break up, dig up, or by any Means or for any Purpose whatsoever to enter into any of the Lands or Grounds of the said Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, their Successors or Assigns, without their Consent in Writing, under their Common Seal, first had and obtained, save and except only as to conveying the Water through the said Culvert or Trunk made by the said last-mentioned Company of Proprietors in, under, and through the said Embankment.

Persons empowered to sell and convey Lands, &c.

XI. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and to and for all Tenants for Life and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and to and for all Husbands, Guardians, Trustees, and Feoffees in Trust for Charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all and every other Person or Persons whomsoever who is or are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments which shall be thought necessary by the said Company of Proprietors of the *Manchester* and *Salford* Water Works to be purchased for the Purposes of the said Undertaking, to contract, and to lease, sell, and convey the same, and every or any Part thereof, and all Right and Interest therein, to the said Company; and all Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall without any Fine or Fines, Recovery or Recoveries, or other Conveyances or Assurances in the Law whatsoever, without Inrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons so conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate, and the same shall be deemed and considered to bar the Dower and Dowers of such Person and Persons claiming under them, as effectually as Fines or Common Recoveries could do if levied or suffered by the proper Parties in Form of Law, any Law, Statute, or Usage, or any other Matter or Thing whatsoever to the contrary thereof

thereof in anywise notwithstanding; and all such Contracts, Leases, Sales, and Conveyances shall be made at the Expence of the said Company of Proprietors, which said Leases, Sales, Conveyances, and Assurances shall be kept by the said Company of Proprietors of the *Manchester* and *Salford* Water Works; and their Clerk shall from Time to Time when requested deliver attested Copies thereof to any Person or Persons interested therein requiring the same, and shall have and receive for every One hundred Words of each such attested Copy, Eight-pence, and so in proportion for any less Number of Words; and every such Conveyance to be made by virtue of this Act in the Manner and Form aforesaid, shall be valid and effectual to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary thereof in anywise notwithstanding.

Satisfaction to be made.

XII. Provided always, and be it further enacted, That all and every Body and Bodies Politic, Corporate, or Collegiate, and Tenant and Tenants for Life, and Tenant and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and all Feoffees in Trust, Executors, Administrators, Femes Covert, Husbands, Guardians, Committees, Trustees, and all and every other Person or Persons who is or are seised, possessed of, or interested in any Lands, Tenements, and Hereditaments specified in the Schedule hereto annexed, or in, upon, or through which the said Reservoirs, Aqueducts, and other Works are intended to be built, made, and constructed, may accept and receive Satisfaction for the Value of such Lands, Tenements, and Hereditaments, and for the Damages to be sustained by the making and completing the said Works herein directed and authorized to be made, as shall be agreed upon by and between the said Parties interested respectively or any of them, and the said Company of Proprietors of the *Manchester* and *Salford* Water Works, or their Court of Directors; and in case the said Parties so interested in the said Lands, Tenements, and Hereditaments, or any of them, and the said Company of Proprietors, or their Court of Directors, cannot agree as to the Amount or Value of such Satisfaction, the same shall be settled and ascertained as is herein-after directed.

If Parties are dissatisfied, they may cause a Jury to be impannelled to decide the Matter.

XIII. Provided always, and be it further enacted, That if any such Body Politic, Corporate, or Collegiate, or any Feoffee or Feoffees in Trust, Executor, Administrator, Husband, Guardian, Trustee, Committee of or for any Idiot or Lunatic, or any Feme Covert, or any Person, whether Tenant for Life or in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or any other Person or Persons seised or possessed of, interested in, or entitled to any of the Lands, Tenements, and Hereditaments specified in the Schedule hereto annexed, or if any Body Politic, Corporate, or Collegiate, or any Person or Persons whomsoever shall suffer or sustain any Injury or Damage from the building, making, constructing, maintaining, or supporting such Reservoirs or other Works as aforesaid, or any of them, or by or in consequence of the Execution of any of the Powers hereby granted, and shall not accept such Purchase Money or other Compensation as shall be offered by the said Company of Proprietors or their Court of Directors respecting the Purchase thereof, or the Satisfaction to be

their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, or other Hereditaments respectively (or before such Payment or Tender or Deposit by Leave of the Owners thereof); and then and thereupon such Lands, Tenements, and other Hereditaments, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall from thenceforth be vested in and become the sole Property of the said Company of Proprietors to and for the Purposes of this Act for ever; and such Payment, Tender, or Deposit, shall not only bar all Right, Title, Claim, Interest, or Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion, Remainder, Expectancy, or otherwise, of his, her, or their Issue, and of all and every other Person and Persons interested therein.

Verdicts of Juries to be recorded.

XIX. And be it further enacted, That the said Verdicts and Judgments so given shall be transmitted to and kept by the Clerk of the Peace or other Person or Persons having the Custody of the Records of the Quarter Sessions of the said County of *Lancaster*, and shall be deposited with and be deemed to be Records of such Quarter Sessions respectively to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, or to have Copies thereof, paying for every Copy the Sum of Nine-pence for every One hundred Words, and so in proportion for any greater or less Number of Words.

Monies belonging to any Bodies Politic, &c. how to be applied in case above 200*l.*

XX. And be it further enacted, That all Sum and Sums of Money which shall be paid for any Lands, Tenements, or Hereditaments, or any Estate or Estates, Interest or Interests therein, purchased by virtue of the Powers of this Act, which shall belong to any Body Politic, Corporate, or Collegiate, Feme Covert, Infant, Lunatic, Idiot, Cestuique Trust, or Person or Persons under any other Disability or Incapacity, such Sum or Sums of Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, *ex parte* "The Company of Proprietors of the *Manchester* and *Salford* Waterworks," to the Intent that such Money shall 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 Person and Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Redemption or Purchase of the Land Tax, or the Discharge of any Debt or Debts, or such Incumbrance or Part thereof as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith, to the same or the like Uses, Intents, and Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested under the like Direction or Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which

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, Tenements, and Hereditaments 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 of Chancery, 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 of the said Consolidated or Reduced Bank Annuities, shall from Time to Time be paid by Order of the said Court to the Person or Persons who would for the Time being be entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

If less than the Sum of 200*l.* and above 20*l.*

XXI. And be it further enacted, That if any Money to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes of this Act, and belonging to any Corporation, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such, 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 said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in Manner herein-before directed, or otherwise the same shall be paid at the like Option to Two Trustees, to be nominated by the Person or Persons making such Option, and approved of by Three or more of the Directors of the said Company (such Nomination and Approbation to be signified in Writing under the Hands 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 shall be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Chancery.

Application thereof if less than 20*l.*

XXII. Provided also, and be it further enacted, That where such Money to be paid as next before-mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, as the Directors of the said Company or any Three or more of them shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or

Persons acting as such, and to and for the Use and Benefit of such Person or Persons so entitled respectively; and the Receipt or Receipts of the Person or Persons to whom the said Proprietors shall direct the same to be paid shall be sufficient Discharges for the same.

In case of not making out Titles, &c.

XXIII. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid, shall not be able to make a good Title to the Premises, to the Satisfaction of the said Company, or shall refuse to execute such Conveyance or Conveyances, or in case such Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or cannot be found, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums so awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, and Hereditaments [describing them], subject to the Order, Controul, and Disposition of the said Court; which said Court on the Application of any Person or Persons making claim to such Sum or Sums of Money or any Part thereof, by Motion or Petition, shall be and 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, or to order Distribution thereof according to the respective Estate or Estates, Title or Interest, of the Person or Persons 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 and Cashiers of the Bank of *England*, who shall receive such Sum and Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where Questions shall arise as to the Title, how the Purchase Money shall be paid.

XXIV. Provided always, 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*, in the Name and with the Privity of the Accountant General of the Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements, and Hereditaments to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in the Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements or Hereditaments according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Chancery; 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, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or

Persons

Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

The Court may order reasonable Expences of Purchases to be paid by Company of Proprietors.

XXV. Provided always, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance thereof respectively; it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company of Proprietors, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Steam Engine to consume its own Smoke.

XXVI. And be it further enacted, That the Furnace of every Steam Engine to be erected by the said Company of Proprietors, under or by virtue of the Powers of the said recited Acts and this Act, shall be constructed upon the Principle of consuming its own Smoke.

Private Lands not to be entered without Consent, except those mentioned in the Schedule.

XXVII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, to make any Reservoir, Tunnel, Feeder, or other Works in or upon, or to take and use for the Purposes of this Act any Grounds or Lands, except such as are mentioned or referred to in the Schedule hereto annexed, without the Consent in Writing of the Owner or Owners thereof first had and obtained for that Purpose; or to take or use any Water from the said Brooks, Rivulets, Springs, or Streams, except such surplus Water as aforesaid, so as to injure or affect the Rights or Privileges of any Person or Persons, Proprietor or Proprietors entitled to a Participation in the Use of the Water arising from the said Brooks, Rivulets, Springs, and Streams below the present Embankment of the said Canal at or near *Gorton* aforesaid, made by the said Company of Proprietors of the said Canal Navigation, or possessed or entitled to any Mills, Dye Houses, Collieries, or other Works situate and being below the said Embankment, or of any Person or Persons, Proprietor or Proprietors, possessed of or interested in any Lands, Tenements, or Hereditaments on either Side of the said Brooks or Rivulets situate below the said Embankment.

Engineers to be appointed to fix Gauges to prevent the Company from taking more than the Flood Water.

XXVIII. And for the better and more effectual Security of the several Bodies Politic, Corporate, and Collegiate, and of all Person and Persons whomsoever (being Owners and Occupiers of any Lands, Tenements, or Hereditaments below the said Embankment at or near *Gorton* aforesaid, made by the said Company of Proprietors of the said Canal Navigation), be it further enacted, That One Engineer shall be appointed by and on the Part and Behalf of the said several Owners and Occupiers, in manner herein-after provided, and another Engineer by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, and that such Engineers so to be appointed shall and they are hereby required to ascertain and determine the Place or Places where a proper Gauge or Gauges,

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be made for any such Injury or Damage, and shall give Notice in Writing to the Clerk of the said Company, or of the said Court of Directors, requiring a Jury to be summoned for the Purpose of assessing the Price of such Purchase or the Amount of such Satisfaction; or if any such Body Politic, Corporate, or Collegiate, or any Person or Persons so interested or entitled as aforesaid, shall upon Notice in Writing given by the Clerk of the said Company, or of the said Court of Directors to the principal Officers of any such Body Politic, Corporate, or Collegiate, or to such Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Idiot, Lunatic, or any Feme Covert, or to such Tenant for Life, or in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or other Person or Persons so interested or entitled as aforesaid respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of such Lands, Tenements, or other Hereditaments, for the Space of Twenty-one Days next after such Notice, neglect or refuse to treat, or shall not agree with the said Company of Proprietors, or by reason of Absence or otherwise shall be prevented from treating, or through Disability by Nonage, Coverture, or other Impediment cannot treat for themselves, or make such Agreement or Agreements as shall be necessary for the Purposes aforesaid, or shall not, within the before mentioned Space of Twenty-one Days, produce and fully disclose the State of the Title to the Premises which he, she, or they respectively is or are or shall be in Possession of, and the Interest which he, she, or they respectively may claim therein, then and in every such Case the said Court of Directors or any Three or more of them shall, and they are hereby empowered and required within Twenty-one Days after the Receipt of such Notice by the Clerk to the said Company of Proprietors, or of the said Court of Directors, or after the Expiration of Twenty-one Days after the Delivery of such Notice by the said Clerk (as the Case may be) to issue a Warrant under their Hands and Seals directed to the Sheriff of the County of *Lancaster*, commanding such Sheriff to impannel, summon, and return a Jury, and the said Sheriff is hereby required accordingly to impannel, summon, and return a Jury of Twenty-four honest, sufficient, and indifferent Men, qualified according to the Laws of this Realm to be returned for the Trials of Issues in His Majesty's Court of Record at *Westminster*, to appear before the said Sheriff at such Time and Place as in such Warrant shall be appointed, and the said Sheriff is hereby required, out of the Persons so impannelled, summoned, and returned, or out of such of them as shall appear upon such Summons, to swear or cause to be sworn Twelve, who shall be the Jury for the Purposes aforesaid; and in Default of a sufficient Number of Jurymen, the said Sheriff shall return other honest, sufficient, and indifferent Men of the Standers-by, or that can be speedily procured to attend that Service (being qualified as last aforesaid) to make up the said Jury to the Number of Twelve; and it shall and may be lawful to and for all Persons concerned to have their lawful Challenges against any of the said Jurymen, when they come to be sworn, but shall not challenge the Array; and the said Sheriff is hereby empowered and required, by a Summons or Notice to be signed by such Sheriff, either previous to or at the Time of any such Meeting or Meetings, to call before them all and every Person or Persons who shall be thought necessary and proper to be examined as a Witness or Witnesses upon Oath, touching and concerning the Premises, and the said Sheriff may order and authorize the said Jury or any Three or more of them to view

the Place or Places, or Matter or Matters in question, if there be Occasion, and to use all other lawful Ways and Means, as well for his own as for the Jury's better Information in the Premises, as the said Sheriff shall think fit, which Jury upon their Oaths (which Oaths, as well as the Oaths to such Person or Persons as shall be called upon to give Evidence, the said Sheriff is hereby empowered and required to administer), shall inquire of, assess, and ascertain the Sum of Money to be paid for the Purchase of such Lands, Tenements, or other Hereditaments, and what Recompence and Satisfaction shall be made to any such Body or Bodies, Person or Persons, in respect of any Loss, Damage, or Injury sustained on account of the Execution of this Act, and shall assess separate Damages for the same; and after the said Jury shall have inquired of, ascertained, and settled such Damage, Recompence, and Satisfaction, the said Sheriff shall thereupon order the Sum or Sums of Money so assessed by the said Jury to be paid by the said Company of Proprietors of the *Manchester* and *Salford* Water Works, or by the said Court of Directors on their Behalf, to the said Owners or Occupiers of, or other Person or Persons interested in the said Lands or Hereditaments, according to such Verdict or Inquisition of the said Jury, and shall give Judgment for such Purchase Monies, Recompence, or Satisfaction to be assessed by such Jury, which said Verdict or Inquisition, Order, and Judgment thereon pronounced as aforesaid, shall be signed by the said Sheriff, and shall be final, binding, and conclusive to all Intents and Purposes against all Parties and Persons whomsoever claiming any Estate in Fee Simple or Fee Tail, for Life or Lives, in Possession, Reversion, Remainder, Expectancy or otherwise, their Heirs, Successors, Executors, and Administrators, Infants, Issue unborn, Femes Covert, Persons beyond the Seas, and under any other Disability whatsoever, Bodies Politic, Corporate or Collegiate, Ecclesiastic or Civil, Corporations Aggregate or Sole, as well as the said Company of Proprietors of the *Manchester* and *Salford* Water Works, and all other Persons whomsoever, and shall not be removed by Certiorari or other Process into any of His Majesty's Courts of Record at *Westminster*, or any other Court, any Law or Statute to the contrary thereof notwithstanding.

Penalty on Jurymen and Witnesses for not attending.

XIV. And be it further enacted, That if any Person so impannelled, summoned, and returned as aforesaid upon such Jury, shall not appear, without some reasonable Excuse, or appearing, shall refuse to be sworn on the said Jury, or being so sworn shall refuse to give or shall not give his Verdict, or shall in any other Manner wilfully neglect his Duty therein, contrary to the true Intent and Meaning of this Act, he shall be liable and subject to the same Regulations, and to the same Pains and Penalties for such Default as if he had been impannelled, summoned, and returned for the Trial of any Issue joined in any of His Majesty's Courts at *Westminster*; and if any Person so summoned and required to give Evidence before the said Jury touching the Premises, shall neglect or refuse to appear, after having been paid or tendered a reasonable Sum for his, her, or their Costs, Charges, and Expences, or shall not allege a sufficient Excuse to the said Sheriff for not appearing, or appearing shall refuse to be sworn and examined or to give Evidence, then and in every such Case, every such Person so offending, upon Proof thereof made before One of His Majesty's Justices of the Peace for the County or Place in which the Matter or Question shall arise, upon the Oath of One or more credible Witness or

Witnesses, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, according to the Discretion of the said Justice; and in case any such Penalty shall not be forthwith paid, it shall and may be levied by virtue of any Warrant under the Hand and Seal of the said Justice, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to such Person so offending the Overplus, after such Penalty and the Charges of such Distress and Sale shall be deducted; and every such Penalty which shall be paid by or recovered from any Person who shall be impannelled, summoned, and returned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Person or Persons who shall appear to the said Justice to be injured by the Default of such Persons.

For punishing Persons guilty of wilful and corrupt Perjury.

XV. And be it further enacted, That all and every Persons who, in any Examination to be taken upon Oath by virtue of this Act, shall wilfully and corruptly give false Evidence, or otherwise forswear themselves before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws of this Realm subject and liable to.

Expence of Jury and Witnesses by whom to be paid.

XVI. And be it further enacted, That in each and every Case where a Verdict shall be given for more Money, or for a greater annual Rent for Recompence or Satisfaction for the absolute Sale of any Lands, Tenements, or other Hereditaments of or belonging to any Body or Bodies Politic, Corporate, or Collegiate, or to any Person or Persons unknown, or as Compensation for any Damages done or to be done to any Lands, Tenements, Hereditaments, or other Property, than had been previously offered by or on behalf of the said Company of Proprietors or their Court of Directors, or where any Verdict shall be found for any Damages where the Dispute is for Damages only, or where no Compensation or a smaller Sum than shall be given by such Verdict had been previously offered or tendered in respect thereof, by or on behalf of the said Company of Proprietors or their Court of Directors, or where by reason of Absence in foreign Countries, or other Impediment or Disability as aforesaid, there shall not be found any Person or Persons at hand who may be legally capacitated to enter into a Contract with, and make Conveyances to, and receive Compensation from the said Company of Proprietors or their Court of Directors as herein-before mentioned, then and in all such Cases all the reasonable Costs and Expences of impannelling, summoning, and returning such Jury and taking such Verdict, shall be settled by the said Sheriff, and be defrayed by the said Company of Proprietors; and in case such Costs shall not be paid by the said Company of Proprietors of the *Manchester* and *Salford* Water Works, within Five Days after the same shall be demanded, the same shall and may be levied by virtue of any Warrant under the Hand and Seal of any Justice of the Peace acting in and for the County Palatine of *Lancaster*, by Distress and Sale of the Goods and Chattels of the same Company of Proprietors; but if any Verdict shall be given for the same Sum or Rent as had been previously offered by or on behalf of the said Company of Proprietors or their Court of Directors, or for a less Sum than had been so previously offered, or in case of such Refusal or Neglect to enter into Treaty with,

or

or make Conveyances to, or receive Compensation from the said Company of Proprietors or their Court of Directors, by any Body or Bodies Politic, Corporate, or Collegiate, or by any Person or Persons whomsoever who is or are by the Provisions of this Act or otherwise legally capacitated to treat and convey, or receive such Compensation as aforesaid, then and in all such Cases (except where by reason of Absence or otherwise any Person or Persons shall have been prevented from treating and agreeing as aforesaid, when such Costs and Expences shall be paid by the said Company of Proprietors) the Costs and Expences of impannelling, summoning, and returning such Jury, and taking such Verdict, shall be settled in like Manner by the said Sheriff so impannelling, summoning, and returning such Jury and taking such Verdict, and be borne and paid in the Manner following; that is to say, One Moiety or Half Part of such said Costs and Expences shall be borne and paid by the said Company of Proprietors or their Court of Directors, and the other Moiety or Half Part thereof by the Body or Bodies Politic, Corporate, or Collegiate, or other Person or Persons with whom the said Company of Proprietors or their Court of Directors shall have such Disputes or Controversies; which said Costs and Expences having been so settled, shall and may be deducted out of the Money so assessed and adjudged, as so much Money advanced to and for the Use of such Body or Bodies Politic, Corporate, or Collegiate, or other Person or Persons as aforesaid, and the Payment or Tender of the Remainder of such Sum or Sums of Money shall be deemed and taken to all Intents and Purposes to be a Payment or Tender of the whole Sum or Sums of Money so assessed and adjudged; and in case no Compensation shall be given by such Verdict, where the Dispute is for Compensation only, such Costs and Expences, after having been so ascertained and settled as aforesaid, shall and may be recovered by the said Company, by such Ways and Means as are herein provided for the Recovery of any Penalty or Forfeitures incurred by this Act.

The Value of Lands, and Compensation for Damages, to be assessed separately.

XVII. And be it further enacted, That the said Sheriff and Juries in their Awards, Determinations, Adjudications, Judgments, and Verdicts, which they shall give in the Execution of the Powers hereby vested in them, concerning the Value of Lands, Tenements, and other Hereditaments, shall separately and distinctly proportion off any particular Estate, Term, or Interests, and also any Damages sustained or to be sustained by any Body or Bodies and Person or Persons in consequence of the Execution of any Powers of this Act, and shall assess and adjudge the Value set upon such Estate, Term, and Interest, and the Money assessed and adjudged for such Damages as aforesaid, distinct and apart from each other.

Lands to vest in the Company on Payment, or giving Security for Value of Amount of Damages.

XVIII. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by such Jury in manner aforesaid, for the Purchase of any such Lands, Tenements, or other Hereditaments to the Body or Bodies, Person or Persons entitled to receive such Purchase Money respectively, or his, her, or their Agent or Agents, at any Time after the same shall have been actually so agreed for or assessed, or depositing the same in the Bank of *England* in manner by this Act directed, it shall and may be lawful to and for the said Company of Proprietors and, their

Weir or Weirs, shall be placed upon the said Brooks and Streams at or adjoining to the Embankments of the said proposed Reservoirs, and the Plan, Situation, Nature, Construction, Dimensions, and Levels of such Gauge or Gauges, for the Purpose of discharging all Water which by Floods or Rains or otherwise shall increase the Water in the said Brooks or Streams above the Quantity which usually flows down the said Brooks and Streams when there are no such Floods or Rains into the Reservoirs of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, to be made at *Gorton* aforesaid, and also to ascertain and determine the Means of guarding and protecting such Gauge or Gauges; and as soon as the said Engineers shall be appointed, they shall nominate and appoint some indifferent Person as Umpire to decide any Matter or Difference which may arise between the said Two Engineers so to be appointed as aforesaid; and in case the said Two Engineers shall not, within Six Calendar Months from the passing of this Act, agree touching the Plan, Situation, Nature, Constructions, Dimensions, and Levels of such Gauge or Gauges respectively, and the Means of guarding and protecting the same, then the said Umpire so to be appointed shall and he is hereby required to determine and settle the same within Three Calendar Months next after the Expiration of the said Six Calendar Months; and that the Clerk of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall within Twenty Days after the passing of this Act cause to be inserted in some Two or more Newspapers generally circulated in the Town of *Manchester* and its Neighbourhood an Advertisement, whereby it shall be notified that a Meeting of the Owners and Occupiers of the Lands, Tenements, or Hereditaments below the said Embankment at *Gorton* aforesaid, will be held at the *Bridgewater Arms* Inn in the said Town of *Manchester*, or at some other convenient Inn or House in *Manchester* (on some Day to be mentioned in such Advertisement, being not less than Thirty nor more than Forty Days from the passing of this Act), for the Purpose of appointing an Engineer on the Part and Behalf of the said Owners and Occupiers, under the Authority and for the Purposes of this Act; and that it shall be lawful for the said Owners and Occupiers assembled at such Meeting to proceed to the Appointment of such Engineer, and that the Engineer whom the major Part of such Owners and Occupiers assembled at such Meeting shall concur in appointing on behalf of the said Owners and Occupiers for the Purposes of this Act, shall be deemed and taken to be the Engineer appointed by and on the Part and Behalf of the said Owners and Occupiers under the Authority of this Act.

In case of Non-appointment, Company to appoint their own Engineer.

XXIX. Provided nevertheless, and be it further enacted, That in case the said Owners and Occupiers shall not appoint an Engineer for the Purposes aforesaid, at such Meeting to be advertised as aforesaid, then and in such Case it shall and may be lawful for the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, and they are hereby required to appoint their own Engineer for such Purposes; and it shall be lawful for such last-mentioned Engineer alone, and he is hereby required to fix and regulate such Gauges as aforesaid, in the same Manner as if the same were fixed and regulated by such Engineers as aforesaid jointly and together.

Expences of Engineers how to be paid.

XXX. Provided always, and be it enacted, That all the Expences of the Persons respectively so to be appointed Engineers as aforesaid, and of

of the Appointment thereof, shall be borne and paid by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks.

Company entitled to take the Flood Water.

XXXI. And be it further enacted, That it shall be lawful for the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, at all Times when the Water in the said Brooks, Rivulets, Springs, or Streams shall by Floods or Rains or from any other Cause be raised or increased beyond the usual Quantity, to be determined by the Engineers to be appointed as aforesaid, to take and use so much of such Water which shall be so increased as may be necessary for the Purposes of this Act.

Map or Plan deposited with the Clerk of the Peace to remain there for Inspection.

XXXII. And whereas a Map or Plan describing the Line of the intended Aqueduct and Conduit, and the Lands through which the same are intended to be carried, and the Situation of the intended 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 said County Palatine of *Lancaster*; 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 Time, have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, such Copy or Copies to be made by the said Clerk of the Peace or his Deputy on being paid the Sum of Six Shillings and Eight-pence for every such Inspection, and at the Rate of Nine-pence for every One hundred Words of such Copies; and that the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall not, in making the said Reservoirs or any of them, deviate more than One hundred Feet, nor in laying and making such Aqueducts and Conduits of the aforesaid Water deviate more than Three hundred Feet, from the Line or Course so described, nor make any Wells, Cisterns, or Reservoirs in any other Lands, Grounds, or Situations than so described, without the Consent in Writing of the Owner or Owners of the Lands or Grounds in which they shall so deviate or make such Wells, Cisterns, or Reservoirs.

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

XXXIII. Provided also, and be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the *Manchester* and *Salford* Waterworks to make the said Reservoirs, Aqueducts, Conduits, and Works, into, upon, through, across, or over the several Lands or Grounds of any Person or Persons who is or are or may be Owner or Owners, Occupier or Occupiers of Land described in the said Map or Plan, although the Name or Names of such Person or Persons may happen to be omitted in the said Book of Reference, in case it shall appear to any Two or more Justices of the Peace for the said County, and be certified by Writing under their Hands, that such Error or Omission proceeded from Mistake.

Power to sell Lands, &c. not wanted for the Purposes of the Act.

XXXIV. And whereas, in order more effectually to carry into effect the Purposes of this Act, the said Company of Proprietors of the *Manchester* and *Salford* Waterworks may purchase Lands, Buildings, or Hereditaments which, or Part whereof, may afterwards be considered as unnecessary to be made use of for the Purposes of this Act; be it therefore enacted, That it shall be lawful for the said Company of Proprietors of

the *Manchester* and *Salford* Waterworks to sell and dispose of, and by Indenture under their Common Seal absolutely to grant and convey such Part or Parts of the Lands, Buildings, or Hereditaments which shall be so purchased by and conveyed to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks as aforesaid, and as shall not be wanted for the Purposes aforesaid; and all such Conveyances from the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall be good, valid, and effectual, any Law, Statute, or Custom to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by the Sale or Sales of such Lands, Buildings, or Premises, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said last mentioned Company of Proprietors to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which the said Lands, Buildings, or Premises shall be sold, or for so much thereof as in such Receipt shall be expressed to be received, and such Person or Persons shall not be answerable for any Loss, Misapplication, or Non-application of such Purchase Money, or any Part thereof: Provided always, that the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, before they shall sell and dispose of such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, shall first offer to resell the same to any Person or Persons from whom they shall have purchased the same, for or at the same Price or Rate which the said Company of Proprietors shall have paid for the same; and in case such Offer shall not be accepted, or if the said Company and such Person or Persons shall differ and not agree as to the Price or Rate thereof, and such Person or Persons shall signify his, her, or their Desire to purchase the same, by a Notice in Writing to be given or left with the Clerk of the said Company within Fourteen Days after such Offer, at a Price to be settled and adjusted by a Jury to be summoned in case of Purchases made by the said Company, as herein mentioned, *mutatis mutandis*, which Notice shall be deemed an actual Contract for purchase of the said Premises, as against the Party or Parties giving the same, at a Price which shall be adjusted and settled by such Jury; and in case such Person or Persons shall not agree to re-purchase such aforesaid Interest therein, or shall not give such Notice of his, her, or their Intention of purchasing the same within Fourteen Days after such Offer of Sale, then and in every such Case, an Affidavit being made and sworn before a Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the County where such Lands, Tenements, or Hereditaments shall be situated, by some competent Person or Persons, stating that such Offer was made by or on the Behalf of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, and was not then and thereupon agreed to by the Person or Persons 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 or Persons to whom it was made (as the Case may be), and that such Notice as aforesaid was not given.

XXXV. And be it further enacted, That in all Grants and Conveyances to be made by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, under or by virtue or in pursuance of the several Powers

The Words "grant, bargain, and sell" to ope-

rate as Covenants for the Title.

Powers and Authorities to them hereby given, the Words "grant, bargain, and sell" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee, Lessee, or other Purchaser, his, her, and their Heirs, Executors, Administrators, and Assigns, from the said Company of Proprietors, for themselves and their Successors, that they the said last mentioned Company of Proprietors, notwithstanding any Act done by them, were at the Time of the Execution of every such Grant, Release, or Conveyance seised of the Hereditaments and Premises thereby granted, conveyed, and sold, of an indefeasible Estate or Inheritance in Fee Simple, free from all Incumbrances, for quiet Enjoyment thereof, against the said last mentioned Company of Proptietors, their Successors and Assigns, and all claiming under them; and all such Purchasers shall be indemnified and saved harmless by the said last-mentioned Company of Proprietors and their Successors.

Application of Purchase Money.

XXXVI. And be it further enacted, That all and every Sum and Sums of Money which shall be had, received, and taken by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, as the Consideration of any such Sales as aforesaid, shall be paid, applied, and disposed of in such and the like Manner as any other Sums of Money, arising or to arise from the said Waterworks respectively, are hereby directed to be paid, applied, and disposed of.

Inhabitants may lay Pipes to those of the Company after giving Notice.

XXXVII. And be it further enacted, That such of the Inhabitants of the aforesaid Towns and Townships as shall be desirous of having Water from the said Waterworks laid into their Houses, Buildings, or other Premises, may and are hereby authorized and empowered at their own Expence (having given Six Days previous Notice in Writing of his or her Intention so to do, to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, and with the Consent of the Owners of the Premises through which the Pipes shall be conveyed) to open the Ground between the Company's Aqueducts or Main Pipes and the respective Houses, Buildings, or other Premises of such Inhabitants, and to lay any Leaden or other Pipe or Pipes (the Bore thereof to be ascertained and fixed by the said Company) from such respective Houses, Buildings, or other Premises, to communicate with the said Aqueducts or Main Pipes, such respective Inhabitants paying to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks the Rates herein-after mentioned; and in case of Default of 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 of Proprietors of the *Manchester* and *Salford* Waterworks to cause the Pipe or Pipes belonging to the Person or Persons making such Default, and communicating with the Aqueducts or Main Pipes belonging to the said last mentioned Company of Proprietors, to be separated from the said Aqueducts or Main Pipes, and to cause the Water to be stopped from issuing or running into the said Houses, Buildings, and other Premises of every Person making such Default; and that the Rate or Rates, Sum or Sums of Money which shall be due and in arrear from such Person or Persons to the said last mentioned Company of Proprietors, shall and may be recovered by the said Company of Proprietors 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 all and every Person and Persons who

who shall have laid any Leaden Pipe or other Pipe as aforesaid, shall be at Liberty to remove and take away such Pipe and Pipes, and the Cock or Cocks to such Pipe or Pipes belonging.

Persons laying Pipes may remove them.

XXXVIII. Provided also, and be it further enacted, That the said Company of Proprietors of the *Manchester* and *Salford* Water-works, shall be obliged, in the Manner before directed, to furnish a sufficient Supply of Water to every Inhabitant occupying a private Dwelling House or Part of a Dwelling House in any Square, Street, Close, or Lane of the said Towns of *Manchester* and *Salford*, and the said Townships of *Hulme*, *Chorlton Row*, *Ardwick*, *Newton*, *Cheetham*, *Broughton*, *Pendleton*, *Beswick*, *Bradford*, *Droylsden*, *Openshaw*, *Audenshaw*, *Gorton* and *Denton*, where the Pipes of the same Company of Proprietors now are, or hereafter shall be laid for the Use of his or her own Family, at the following Rates *per Annum*; that is to say, where the Rent of such Dwelling House or Part of a Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds and Ten Shillings; and where such Rent 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 shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds and Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate shall be payable according to the actual Amount of the Rent, where the same can be ascertained, and where the same cannot be ascertained, according to such Rent as such Inhabitant shall be assessed for the House Tax: Provided nevertheless, that the said Company of Proprietors shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than Twelve Shillings in any One Year, unless they shall think fit so to do; and provided further, 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's Consumption, or Persons requiring a Supply of Water for Baths, Ponds, Pools, or Closets, or for washing Carriages or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the same Company of Proprietors in such Cases, at such Rate as shall be settled by and between the Directors or Committee of Management of the said Company, and such Persons respectively.

Limiting the Rates to be paid for Water, &c.

XXXIX. And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Square, Street, Close or Lane, where the Pipes of the said Company now are or hereafter shall be laid with Water, for the Use of his or her own Family, at the Rate aforesaid, for the Space of Ten Days (after Demand in Writing shall have been

Penalty for not supplying Water to Inhabitants.

been made by such Inhabitant to the Clerk or Engineer of the said Company for the Time being, for such Supply of Water, and Tender made to such Clerk or Engineer of the Amount of the Rate for One Year for such Supply) the said Company of Proprietors shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered (in case the said Company of Proprietors, at the Time of such Demand and Tender being made, can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise), to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting in and for the said County Palatine of *Lancaster*, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors.

Requiring Company to reinstate Pavements, &c. after the Pipes have been laid down.

XL. And be it further enacted, That whenever and so often as the said Company shall have broken up or removed, pursuant to the Regulations of this Act, the Stones, Ground, Soil, or Pavement in or of any Road, Highway, Dock, Quay, Street, Square, Court, Yard, Lane, Passage or Place, or any Part thereof, the said Company shall, and they are hereby required immediately to reinstate and make good such Ground, Soil or Pavement, in as good sound State and Condition (and with the like Materials as the same was or were in at the Time of being so broken up); and the said Company shall cause all Surplus Earth, Filth and Rubbish, occasioned by opening the Ground, to be removed and carried away at their own Costs and Charges, with as little Delay as possible, and so that in no such Case such Ground shall remain open, unrepaired, or the Rubbish unremoved, for a longer Space than Twenty-four Hours from the Time when such Works commence, unless such Commissioners or Trustees (as the Case may be) shall grant further Time for doing the same; and that during the Time the Works of the said Company, in so opening the Pavements, shall be carried on, there shall at all Times be left a free Passage for Carriages of at least Ten Feet wide, unless the Carriageway shall be less than Twenty Feet wide, in which case the Opening so made shall be filled up, and the Streets repaved in the Space of Forty-eight Hours after the Commencement of the Works thereon; and that during the Time of forming the Trenches, laying the Pipes, or doing any thing else by which Obstructions may be occasioned in the Streets, Lanes, Passages or other Places, the said Company shall protect such Opening and Obstruction with a sufficient Fence, and provide proper Watchmen, and place a Lamp at each Extremity of the Opening or Obstruction, to be kept burning from Sun-setting to Sun-rising, and shall otherwise properly secure and guard the said Works, to prevent any Damage or Inconvenience happening to Passengers, Cattle, or Carriages; and the said Company shall from Time to Time, when required by the said Commissioners or Trustees, at any and every Period during Three Calendar Months from the Time of making or commencing any such Opening, on receiving from Time to Time a written Notice from the said Commissioners or the Trustees, or their respective Clerks or Surveyors (as the Case may be), relay, and again take up and relay such Carriageway or Foot Pavement, until the said Carriageways and Foot Pavements shall be made complete, to the Satisfaction of the said Commissioners or Trustees respectively, or their respective Surveyors (as the Case may be): Provided always, that if the said Company, or any of their Agents or

Workmen, shall neglect to reinstate such Ground, Soil or Pavement, which may be so broken up, with the like Materials, and in as good sound State and Condition as aforesaid, or to remove the Rubbish occasioned as aforesaid within the Period of Twenty-four Hours as aforesaid (unless the said Commissioners or Trustees respectively shall grant further Time for doing the same), or shall omit to leave a free Passage for Carriages as before mentioned, or to protect such Openings with a Fence, and provide Watchmen and Lamps as aforesaid, then and in each and every such Case of Neglect or Omission the said Company shall forfeit and pay any Sum not exceeding Five Pounds, over and besides the Expence of putting such Ground in repair as aforesaid, to be recovered from the said Company in like Manner as other Penalties and Forfeitures are by this Act to be recovered, and to be paid over to the Treasurer for the Time being of such Commissioners or Trustees or Surveyors (as the Case may be), to be applied for the Purposes of their respective Commission or Trust; and in case the said Company shall make default in reinstating such Ground, Soil, or Pavement as aforesaid, within the Period aforesaid, it shall be lawful for the said Commissioners or Trustees to reinstate and make good such Ground, Soil or Pavement, and the Charges and Expences thereof shall be reimbursed and repaid by the said Company or their Treasurer to the said Commissioners or Trustees, or their respective Treasurers, and in default of Payment thereof within Ten Days next after Demand thereof in Writing shall have been made by the Clerk of the said Commissioners or Trustees (as the Case may be), Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the City or County where such Neglect shall occur, all such Sum or Sums of Money so paid by them shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices of the Peace for the City, County, or Place where the Offence shall be committed as aforesaid, and which Warrant such Justice or Justices respectively is and are hereby empowered to grant, and such Sum or Sums of Money shall be paid to the said Commissioners or Trustees, or their respective Treasurer, or the respective Surveyors (as the Case may be).

For preserving Water clean and wholesome.

XLI. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, Waterway, Feeder, or Pond, being the Property of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, 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, or other noisome or offensive Matter or Thing, or wash or cleanse any Cloth, or any Wool or Leather, or the Skins of Sheep, Lambs or other Animals, or any noisome or offensive Thing into, or cause or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed into any such Reservoir, Aqueduct, Waterway, Feeder or Pool, or into any of the Brooks, Streams, or Springs communicating therewith, or cause any other Annoyance to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Brook, Stream, Spring, Feeder, or Pond, whereby or by Means whereof the said Water or any Part thereof shall or may be soiled, fouled, or corrupted, then and in each and every such Case, every such Person

Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Persons permitted to supply Water in certain Cases.

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

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

XLIII. And be it further enacted, That it shall and may be lawful to and for the Engineer or any other Person or Persons acting by or under the Authority of the said Company of Proprietors of the *Manchester* and *Salford* Water-works or of their Directors, at all reasonable Times in the Day-time, upon giving Twenty-four Hours previous Notice of their Intention to enter into any House, Building, or other Premises supplied with Water by virtue of this Act or the said recited Acts, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company of Proprietors; and if such Engineer or other Person acting by or under the Authority of the said last-mentioned Company of Proprietors or their Directors, shall at any such Time or Times be refused Admittance or Entrance into any such Dwelling House, Building, or other Premises, for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection and Examination as aforesaid, then and in every such Case it shall and may be lawful to and for the said last-mentioned Company of Proprietors to cut and turn off the Water supplied by the said last-mentioned Company of Proprietors from such House, Building, or other Premises.

Cisterns and Ball-cocks to be provided.

XLIV. 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 or the said recited Acts, shall, and he, she, and they is and are hereby required to provide a proper Cistern or Cisterns of Lead, Stone, Brick, Wood, or other Materials, to receive and hold such Quantity of Water as shall be deemed sufficient for his, her, or their Consumption, and he, she, and they is and are hereby required to provide a Ball and Stopcock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Service Pipes belonging to the said Company of Proprietors, to such Cistern or Cisterns, and at all Times afterwards shall keep the same in good Repair for the Purpose of preventing the Water running into such Cistern or Cisterns from running to waste when the same shall be full; and in case any Person or Persons supplied with Water by virtue of this Act or the said recited Act shall neglect to provide such Cistern or Cisterns, and also a Ball and Stopcock, and to affix or cause to be affixed the same in manner aforesaid, for the Purpose of preventing the Water from running to waste when such Cistern or Cisterns shall be filled as aforesaid, it shall and may be lawful to and for the said Company of Proprietors of the

the *Manchester* and *Salford* Waterworks or of their Directors, or any Person or Persons acting by virtue of or under the Authority of the said last-mentioned Company of Proprietors, to cut off the Pipe and turn off the Water by such Ways and Means as to him or them shall seem right or proper, from the House, Building, or other Premises of every such Person, until such Cistern or Cisterns and Ball and Stopcock shall be provided, and such Ball and Stopcock added in manner aforesaid.

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

XLV. And be it further enacted, That if any Person shall throw any Gravel, Stones, or Rubbish into any Part of the said Waterworks, Reservoirs, Aqueducts, Trenches, Watercourses, or Feeders to be made by virtue of this Act, or shall open or cause to be opened any Lock, Cock, Gate, Paddle, Valve, or Clough belonging to the said Waterworks, or shall (without the Licence and Consent of the said Directors first had and obtained) snare, angle, take, or destroy, any Fish out of the said Reservoirs, Aqueducts, Watercourses, or Feeders, or if any Person or Persons shall wilfully flush or draw off or cause to be flushed or drawn off the Water from any Part of the said Waterworks, or shall leave any of the said Valves, Cloughs, Locks, Pipes, or Cocks open or running belonging to the same, or shall cause to be drawn any Paddle, Valve, or Clough or other Thing so as to mispend or waste the Water thereof, its Courses, or Feeders, or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act, or shall take or cause to be taken (except in Cases of Fire) any Water from or out of any Pipe which shall be laid by virtue of this Act or the said recited Acts, or any of them (without the Consent of the said Company of Proprietors first had and obtained), every Person so offending in any of the Cases aforesaid shall forfeit and pay for every such Offence, to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, any Sum not exceeding Ten Pounds.

Penalty on destroying Works.

XLVI. And be it further enacted, That if any Person or Persons shall knowingly, wilfully, or maliciously break, throw down, damage, or destroy any Banks, Fences, or other Works to be erected, made, or maintained by virtue of this Act, then and in every such Case every such Person shall be adjudged guilty of Felony, and the Court by and before whom such Persons shall be tried and convicted shall have Power and Authority to cause such Person or Persons to be transported for the Term of Seven Years, or in mitigation of such Punishment such Court may award such Sentence as the Law directs in Cases of Petit Larceny.

How Penalties, Forfeitures, and Fines are to be recovered and applied.

XLVII. And be it further enacted, That all Penalties, Forfeitures, and Fines by the said recited Acts and this Act imposed or authorized to be imposed (the Manner of levying and recovering of which is not therein or herein otherwise particularly directed), shall upon Proof of the Offence or Offences respectively before any One or more Justice or Justices of the Peace for the County or District wherein such Offence or Offences shall be committed, either by the Confession of the Party or Parties offending, or by the Oath of One or more credible Witness or Witnesses (which Oath such Justice or Justices is and are hereby empowered and required to administer), together with all such Costs, Charges, and Expences as such Justice or Justices respectively shall adjudge and determine to be fair, reasonable, and proper to be allowed, (and which he and they is and are hereby authorized and empowered to ascertain and determine accordingly), shall be levied by Distress and Sale of the

Goods and Chattels of the Party or Parties offending, by virtue of a Warrant or Warrants under the Hand and Seal or Hands and Seals of such Justice or Justices, (which Warrant or Warrants such Justice or Justices is and are hereby authorized and required to grant), and the Overplus after such Penalties, Forfeitures, and Fines, Costs, Charges, and Expences, and the Charges of such Distress and Sale are deducted, shall be returned on Demand to the Owner or Owners of such Goods and Chattels; and all such Penalties, Forfeitures, and Fines (if not otherwise directed by this Act) shall be paid to the said Company of Proprietors or their Treasurer or Treasurers, and applied for the Purposes of this Act and the said recited Acts; and if sufficient Distress cannot be found, and such Penalties, Forfeitures, and Fines, Costs, Charges, and Expences, shall not be forthwith paid, such Justice or Justices is and are hereby authorized and required to authorize the Offender or Offenders so convicted to be detained and kept in safe Custody, until Return can conveniently be made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice or Justices, on such Day or Days as shall be appointed for the Return of such Warrant of Distress, such Day or Days not being more than Ten Days from the Time of taking any such Security, and which Security the said Justice or Justices is or are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had thereupon, then and in such Case it shall be lawful for such Justice or Justices of the Peace as aforesaid, or any other Justice or Justices of the Peace for the County or Place where the Offence shall have been committed, and he and they is and are hereby authorized and required, by Warrant or Warrants under his or their Hand and Seal or Hands and Seals, to cause such Offender or Offenders to be committed to the Common Gaol or House of Correction for such County or District, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months, unless such Penalties, Forfeitures, and Fines, Costs, Charges, and Expences, and all other reasonable Costs and Charges attending the Recovery thereof, shall be sooner paid and satisfied.

Compelling Witnesses to attend.

XLVIII. And be it further enacted, That if any Person or Persons who shall be summoned as a Witness or Witnesses to attend and give Evidence before any Justice of the Peace, touching any Matter of Fact contained in any Information or Complaint for any Offence against this Act, or against the said recited Acts, either on the Part of the Prosecutor or the Person or Persons accused, shall, on being paid or tendered a reasonable Sum for his, her, or their Loss of Time, Costs, Charges, and Expences, refuse or neglect to appear at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for his, her, or their Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in case of a Quaker on solemn Affirmation, and to give Evidence before such Justice of the Peace, then and in every such Case every such Person shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Form of Conviction.

XLIX. And be it further enacted, That in all Cases where any Conviction shall be had for any Offence or Offences committed against this Act or the said recited Acts, or against any Order of Sessions or against any Bye Law, Rule, Order, or Regulation made in pursuance of this Act

or the said recited Acts, the Form of Conviction shall be in the Words or to the Effect following; (that is to say),

'
' to wit. } BE it remembered, That on this Day of
' in the Year of the Reign of
' *A. B.* is convicted before
' of His Majesty's Justices of the Peace for the
' of having [*as the Conviction shall be*]; and I [*or* we] the said
' do adjudge him [her, or them] to forfeit and pay for the same
' the Sum of . Given under my Hand and
' Seal [*or* our Hands and Seals] the Day and Year aforesaid.'

Allowing an Appeal to the Quarter Sessions, &c.

L. And be it further enacted, That if any Person or Persons shall think himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or the Directors of the same Company, or by any Order, Judgment, or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act or the said recited Acts mentioned or contained, then and in every such Case such Person or Persons may, within Three Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden in and for the County, City, or Place in which the Cause of Appeal shall arise (first giving Fourteen Days Notice of such Appeal to the Person or Persons appealed against, and of the Nature and Matter thereof, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for such County, 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 shall in a summary Way either hear and determine the said Appeal at such General or Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace to be holden for such County, City, or Place, and the said Justices may make such Determination in such Appeal, and award such Costs to either of the Parties as they shall judge proper, and the said Justices may if they see Cause mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Laws, Order, Judgment, or Determination, and may also order and award such further Satisfaction to be made to the Party injured as they shall judge reasonable.

Proceedings not to be quashed for Want of Form.

LI. And be it further enacted, That no Order, Verdict, Judgment, Conviction or other Proceeding touching or concerning any of the Matters aforesaid, or touching or concerning any Offence against this Act, shall be quashed or vacated for Want of Form only, or be removed or removable by Certiorari or any other Writ or Process whatsoever into any of His Majesty's Courts of Record at *Westminster*; any Law or Statute to the contrary thereof notwithstanding.

Distress not to be deemed unlawful for Want of Form, &c.

LII. 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 or the said recited Acts, the Distress itself shall not be deemed unlawful, or the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor

nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio*, on account of any Irregularity which shall be afterwards done by the Party or Parties so distraining; but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the Special Damage in an Action upon the Case.

Plaintiff not to recover, if sufficient Amends offered.

LIII. Provided always, and be it further enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act or of the said recited Acts, or any of them, unless Notice in Writing shall have been given to the Defendant or Defendants, or left at his, her, or their last or usual Place of Abode Fourteen Days before such Action shall be commenced, of such intended Action, signed by the Attorney for the Plaintiff or Plaintiffs, specifying the Cause of Action, nor shall the Plaintiff or Plaintiffs recover in such Action, if Tender of sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney by or on Behalf of the Defendant or Defendants, before such Action brought, and in case no such Tender shall have been made, it shall and may be lawful to and for the Defendant or Defendants in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall think fit, whereupon such Proceedings, Order, and Judgment shall be had, made, and given in and by such Court, as in other Actions where the Defendant is allowed to pay Money into Court.

Limitation of Actions.

LIV. And be it further enacted, That if any Action or Suit shall be brought or commenced against any Person or Persons for any thing done in pursuance of this Act, every such Action or Suit shall be brought or commenced within Six Calendar Months next after the Fact committed, or in case there shall be a Continuance of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased and not afterwards, and shall be laid or brought in the County or Place where the Matter in Dispute or Cause of Action shall arise and not elsewhere; and the Defendant or Defendants in such Action or Suit shall or may plead the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action or Suit shall have been brought before the Expiration of Fourteen Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time so limited for bringing the same, or shall be brought in any other County or Place than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants, or if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise, Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Double Costs, and shall have such Remedy for the same as any Defendant hath for Costs of Suit in other Cases by Law.

General Saving.

LV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, as well in Right of His Crown as in Right of His Duchy of *Lancaster*, and to all and every other Person and Persons, Body or Bodies

Bodies Politic, Corporate, or Collegiate, his, her, or their Heirs, Successors, Executors, and Administrators respectively, other than and except such Right for which Compensation is herein-before made and provided by virtue of this Act, in respect of the Interest or Property for which such Compensation is made, and provided all such Estates, Rights, Titles, and Interest as he, they, every, or any of them had or enjoyed of, in, to, or out of any Lands or Hereditaments whatever before the passing of this Act, or could, might, or ought to have held or enjoyed in case this Act had not been made.

Company to fence off Land taken for making Reservoirs, &c.

LVI. And be it further enacted, That the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall and they are hereby required, at their own Costs and Charges, after any Land shall be taken for the Use of the said intended Reservoirs, Embankments, Roads, Aqueducts, and Works, to fence and protect the same with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, and shall at their own Costs and Charges from Time to Time maintain and support all the Embankments, Mounds, Posts, Rails, Hedges, Ditches, and other Fences to be made as aforesaid, and shall also at their own Costs and Charges make, erect, and set up such and so many Gates and Stiles as shall be necessary in and through the Hedges and Fences to be made by them on the Side of the said Aqueducts, Feeders, and Trenches as aforesaid, and also such and so many Bridges, Arches, Culverts, Drains, Roads, and Passages over and under the said intended Aqueducts and the Feeders and Trenches communicating therewith, and of such Dimensions as shall be necessary for the Use of the Owners and Occupiers of the Lands, Grounds, and Hereditaments adjoining to such intended Aqueducts, Feeders, and Trenches, or any of them respectively.

Bridges to be erected before Reservoirs, &c. are made over Highways.

LVII. And be it further enacted, That the said Company of Proprietors of the *Manchester* and *Salford* Waterworks shall not make the said intended Reservoirs, or any Aqueduct, Feeder, or Trench in or across any Highway, Public Bridleway, or Footpath, until they shall at their own proper Costs and Charges have made and perfected such Stone or Brick Bridges, Plats, Passages, or Arches across such Highway, Bridleway, or Path with Wingwalls, Ramparts, and Side Banks, belonging or approaching to, over, and from such Bridges (which shall not be less than Four Feet above the Surface of such Bridges), such Approaches not to be of a greater Ascent than One Foot in Thirteen Feet (unless in Cases where the Roads and Ways where such Bridges are to be erected now rise above One Foot in Thirteen Feet), and so in proportion for a greater or less Length; and all such Bridges, Arches, and other Works to be made shall from Time to Time be supported, maintained, and kept in sufficient Repair by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks; and in case the said Company of Proprietors shall refuse to support, maintain, and keep in sufficient Repair such Bridges, Arches, and other Works, in manner aforesaid, then and in such Case it shall and may be lawful for any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster* (on the Application of any of the Owners or Occupiers of the Lands adjoining), to order the same to be done, and the Charges and Expences thereof shall be reimbursed to the Person or Persons doing the same, by the said Company; and in default of Payment thereof within Twenty-one Days next after Demand in Writing shall have been made, and Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or

Justices of the Peace for the said County, such Charges and Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices respectively is and are hereby empowered to grant.

Purposes of this Act to be completed in Five Years.

LVIII. Provided always, and be it further enacted, That in case the Reservoirs intended to be made under the Authority of this Act shall not have been completed so as to answer the Objects of this Act, within the Term of Five Years from and after the passing thereof, all the Powers and Authorities of making the same, given by this Act, shall thenceforth cease and determine, save only as to so much as shall have been completed within the said Term of Five Years.

Not to take the Waste Water from the Rochdale and Ashton Canals.

LIX. And whereas the Devisees in Trust, named in the last Will and Testament of the late most Noble *Francis* Duke of *Bridgewater*, are entitled, under the Authority of certain Acts of Parliament, to receive into the Canal of the said Devisees in Trust at *Manchester* aforesaid, the Waste or Surplus Water of the *Rochdale* and *Ashton* Canals; be it therefore further enacted, That nothing in this Act contained shall authorize and empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or any Person or Persons acting by or under their Authority, to take any such Waste or Surplus Water from the said Canals for the Purposes of this Act, or to make any Aqueduct, Tunnel, Feeder, Pipe or Pipes, or other Works whatsoever, for the Supply or Conveyance of Water across, over, or under, or to break up, dig up, or by any means enter into any of the Lands or Grounds of the said Devisees, their Heirs or Assigns, without the Consent of the said Devisees, their Heirs or Assigns, first had and obtained.

Reservoirs not to be made in certain Lands at Gorton.

LX. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or any Person or Persons acting by or under their Authority, to make or extend any Reservoir, Aqueduct, Conduit, Tunnel, Feeder, Pipe, or other Works, in or upon the Lands in *Gorton* aforesaid of *John Grimshaw* Esquire, beyond the Limits comprehended within the Line or Course of the intended Reservoirs and Watercourse there, as described by the Map or Plan aforesaid, without the Consent in Writing of the said *John Grimshaw*, his Heirs or Assigns; nor shall any thing herein contained authorize or empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or any such Person or Persons, without such Consent as aforesaid, to enter upon, use, or damage any of the said last-mentioned Lands beyond the said Limits, or the Rights or Privileges thereof, for or in respect of any other Purpose whatsoever, except that for the Purposes of the said Reservoirs or Watercourse, Aqueducts, Conduits, Wells, or Cisterns, or any of them, it shall be lawful for the said Company of Proprietors to deviate from the said Line or Course described in the said Map or Plain, to the Extent of a certain Line to be drawn from a certain Point on the Easterly Side of the before-mentioned Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, immediately opposite a Wall on the Westerly Side thereof, (which is attached to a Building belonging to *George Grimshaw* Esquire, at *Gorton* aforesaid, and lately occupied as a Hatter's Shop), direct across a certain Close or Field of the said last-mentioned Land called

the *Brick-kiln Field*, to that Part of a Fence lying between the said Close or Field and a certain other Close or Field of the said *John Grimshaw*, called the *Lower Hill*, which adjoins to the Fence dividing the said *Lower Hill* from the Field above the same, called the *Higher Hill*; and also except that for the Purpose only of making an Embankment intended to be formed by the said Company of Proprietors up to or all along the present Embankment on the Easterly Side of the said Canal, (but not for any other Purpose), it shall be likewise lawful for them the said Company of Proprietors, or any Person or Persons by or under their Authority, to get and take away Materials from and out of any Part of the said *Lower Hill Field*, and from the adjoining Closes or Fields of the said *John Grimshaw*, called the *Clover Field*, and *Dame Meadow*; the said Company of Proprietors, and the Persons acting under them, in the Progress of getting away Materials from and out of the said Two last-mentioned Closes or Fields, and breaking the Ground for that Purpose, observing as nearly as may be a regular Line in a Direction from West to East, so as to avoid unnecessary Irregularities in the remaining Parts of such Closes or Fields, and not reducing the Height of such Closes or Fields, or of the said *Lower Hill*, below the Level of the Water in the said Reservoir or Watercourse, taken according to the Level of the Water in the said Canal; and the said Company of Proprietors paying for all Land absolutely taken from the said *John Grimshaw*, and compensating for all Damages done to his other Lands under the Powers and according to the Provisions in this Act expressed.

The Company not to enter into the Lands of Lady Grosvenor, without her Consent.

LXI. And be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or any Person or Persons acting by or under their Authority, to enter upon any of the Lands or Grounds of the Right Honourable the Countess of *Grosvenor*, which are situate in *Denton* aforesaid, on the South Side of the Turnpike Road leading from *Manchester* aforesaid to *Hyde*, for any of the Purposes of this Act, without the Consent of the said Countess, her Heirs or Assigns, in Writing for that Purpose first had and obtained.

Restraining the Company from entering on certain Lands without Consent.

LXII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or any Person or Persons acting by or under their Authority, to enter upon any of the Lands or Grounds of *Edward Frere* Esquire, and *Mary Ann* his Wife, *Peter Richard Hoare* Esquire, and *Arabella Penelope Eliza* his Wife, *Edward William Seymour* Esquire, and *Charlotte Alice* his Wife, *George Matthew Hoare* Esquire, and *Angelina Frances* his Wife, and *Anna Sophia Greene*, which are situate in *Droylsden*, for any of the Purposes of this Act, without the Consent of the said *Edward Frere* Esquire, and *Mary Ann* his Wife, *Peter Richard Hoare* Esquire, and *Arabella Penelope Eliza* his Wife, *Edward William Seymour* Esquire, and *Charlotte Alice* his Wife, *George Matthew Hoare* Esquire, and *Angelina Frances* his Wife, and *Ann Sophia Greene*, their Heirs or Assigns respectively, in Writing for that Purpose first had and obtained.

Restraining the Company from entering Lands

LXIII. Provided always, and be it further enacted, That the said Company of Proprietors in laying their Main Pipes or Aqueduct for conveying the Water from the said Reservoirs through the Lands of *George Grimshaw*

of George Grimshaw, except as specified.

Grimshaw (marked or numbered in the before mentioned Schedule with the Numbers or Figures 33), shall not deviate more than Seven Yards from a straight Line to be drawn from a Gate (which leads from the Road in the said Schedule marked with the Figures or Numbers 32, and there called "Road to *Abbey Hey*" into the said Lands of the said *George Grimshaw*), to the before mentioned Culvert or Trunk made by the said Company of Proprietors of the Canal Navigation from *Manchester*, to or near *Ashton-under-Lyne* and *Oldham*, nor to enter upon any of the Lands of the said *George Grimshaw* for any other of the Purposes of this Act, without the Consent of the said *George Grimshaw*, his Heirs or Assigns, in Writing first had and obtained for that Purpose, save and except only for the Purpose of conveying the Water through the said Pipes or Aqueducts, and the necessary Repairs and Alterations of the said Pipes or Aqueducts, and other Works within the Limits aforesaid, and excepting that the said Company shall be empowered to make a Road from the Top of the said Canal Embankment, upon the Lands of the said *George Grimshaw*, (adjoining Land belonging to *James Hobson*), to the Mouth of the said Tunnel or Culvert, and along the Line of the said Pipes to the said Gate, and to take and use Forty Perches of the Land of the said *George Grimshaw* for the Purposes of this Act, such Land so to be taken and purchased to be that next adjoining to the Embankment of the said Canal, and not to extend more than Seven Yards on the Northerly Side of the present Watercourse.

For preventing Disputes between the Company of Proprietors and Owners of Mills on the River Medlock.

LXIV. And for preventing any Disputes for the future between the said Company of Proprietors, and the Owners or Occupiers for the Time being of Mills or Manufactories on a certain River called the River *Medlock*, in the said first recited Act mentioned, or any of them, respecting their Rights, be it further enacted, That at all Times hereafter, when there shall not flow down the Course of the said River *Medlock* the Quantity of Four hundred and eighty thousand Gallons of Water *per Diem*, it shall not be lawful for the said Company of Proprietors, their Successors or Assigns, to take more than One-fourth Part of such Water *per Diem* from the said River *Medlock*; and that in all Times when there shall flow down the Course of the said River *Medlock* more than Four hundred and eighty thousand Gallons of Water *per Diem*, it shall be lawful and competent for the said Company of Proprietors, their Successors and Assigns, daily and every Day, to take One hundred and twenty thousand Gallons of Water from the said River *Medlock*, and no more, except at all such Times when the Water in the said River *Medlock* shall by Floods, or the Downfall of Showers, or from any other Cause, be raised or increased beyond the Quantity which may be necessary for the ample Supply of the several Mills, Manufactories, and Works upon or lawfully supplied by the Water of the said River *Medlock*, at which Times it shall be lawful and competent for the said Company of Proprietors to take such further and other Quantity of the Surplus Water from the said River *Medlock*, as the said Company of Proprietors, their Successors or Assigns, may think proper.

One Engineer to be appointed by Mill Owners, and another by the Com-

LXV. And whereas no Gauge or Gauges hath or have yet been placed upon the said River, or the Aqueduct or Feeder conducting the Water from thence to the said Waterworks, as directed by the said first-recited Act, for the better Security of the several Owners and Occupiers of Mills and Manufactories upon the said River *Medlock*, nor hath any Gauge or Weir

Weir yet been placed or fixed upon the said River, as also directed by the said first-recited Act, in order to ascertain the Quantity of Water in the said River necessary for the ample Supply of the said Mills and Manufactories; be it therefore further enacted, That one Engineer shall forthwith be appointed, by Writing under the Hands of the Owners and Occupiers for the Time being of Mills or Manufactories on the said River *Medlock*, or the major Part of them present at any Meeting (to be held in *Manchester* aforesaid) of such Owners and Occupiers, at which not fewer than Five Owners or Occupiers shall be present, and of the Time and Place of which Meeting at least Ten Days previous Notice shall be given by Advertisement in One of the *Manchester* Newspapers, and another Engineer shall forthwith be appointed by Writing under the Common Seal of the said Company of Proprietors, their Successors or Assigns; and that such Two Engineers shall and they are hereby required to ascertain and determine, by their Award, in Writing under their Hands and Seals, with proper Plans and Sections to be thereto annexed, the Place or Places, Situation or Situations, between the Place where the *Ashton* Canal crosses the said River *Medlock*, and a certain Goit through which a Part of the said River is conveyed into Lands belonging to *William Mitchell* Esquire, where proper Gauges, Weirs, and other Works shall be placed upon the said River, or the Aqueducts or Feeders conducting the Water from thence to the said Waterworks, and the Plan, Nature, Construction, Levels, and Dimensions of such Gauges, Weirs, and other Works, and the Walls, Embankments, Mounds, and other Works and Means requisite or proper for guarding, protecting, and maintaining such Gauges, Weirs, and other Works, to the Intent that by Means of such Gauges, Weirs, and other Works, there may be discharged from the said River into the said Waterworks the several Quantities of Water herein-after mentioned, and no more; that is to say, in each and every Day in which there shall not flow down the Course of the said River more than the Quantity of Four hundred and eighty thousand Gallons of Water, then so that there may be discharged from the said River into the said Waterworks One-fourth Part of the Water of the said River *Medlock* during each such Day, and in each and every Day (except as is herein-after mentioned) in which there shall flow down the Course of the said River *Medlock* more than Four hundred and eighty thousand Gallons of Water, then so that there may be discharged from the said River into the said Waterworks One hundred and twenty thousand Gallons *per Diem* of the Water of the said River *Medlock* during each such Day; and that at all such Times and Periods, when the Water in the said River *Medlock* shall, by Floods or the Downfall of Showers, or from any other Cause, be raised or increased beyond the Quantity which may be necessary for the ample Supply of the several Mills and Manufactories and other Works upon or lawfully supplied by the Water of the said River *Medlock*, then so that there may be discharged from the said River into the said Waterworks, during each of such last-mentioned Times of Flood, such further and other Quantity of the Surplus Water beyond what shall be sufficient amply to supply such Mills, Manufactories, and other Works as aforesaid, as the said Company of Proprietors, their Successors or Assigns, may think proper; and to the Intent that by Means of such Gauge or Weir, or Gauges or Weirs, during each of such last-mentioned Times of Flood, there may be prevented from being discharged from the said River into the said Waterworks more Water than will leave sufficient amply to supply such Mills, Manufactories, and other Works as aforesaid; and such

pany, who are to determine where Gauges are to be placed.

Two Engineers so to be appointed as aforesaid shall and they are hereby required by their said Award to ascertain and determine the Plan, Nature, Construction, Level or Levels, and Dimensions of such Gauges, Weirs, and other Works, and the Walls, Embankments, Mounds, and other Works and Means requisite or proper for guarding, protecting, and maintaining such Gauges, Weirs, and other Works; and if the said Two Engineers so to be appointed as aforesaid shall not within Six Calendar Months from the passing of this Act agree touching the Place or Places, Situation or Situations, (between the Place where the *Ashton* Canal crosses the said River *Medlock*, and a certain Goit through which a Part of the said River is conveyed into the said Lands of the said *William Mitchell*), Plan, Nature, Construction, Level or Levels, and Dimensions of all or any such Gauges, Weirs, and other Works, Embankments, Mounds, Works, and Means as are herein-before mentioned, then the said Engineers shall and they are hereby required, within the Space of Twenty-one Days next after the Expiration of such Six Calendar Months, to appoint some other Engineer for the Purposes aforesaid, which Third Engineer so to be appointed shall and is hereby required, by his Award, in Writing under his Hand and Seal, to determine and ascertain the several Matters and Things aforesaid, within Three Calendar Months next after he shall be so appointed; and when and so soon as the Two Engineers so first appointed, or the Third Engineer, as the Case may happen, shall by their or his Award, in manner aforesaid, have ascertained and determined the Place or Places, Situation or Situations (within the Limits aforesaid) Plan, Nature, Construction, Level or Levels, and Dimensions of such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means as aforesaid, the said Company of Proprietors, their Successors and Assigns, shall with all convenient Speed forthwith, at their own Expence, make, erect, build, fix, or set up and construct the same accordingly; and the said Company of Proprietors, their Successors and Assigns, shall and they are hereby required, at their own Expence, from Time to Time and at all Times for ever after the same shall be so constructed as aforesaid, to repair, support, uphold, maintain, and keep the same in good Repair and Condition, and when necessary rebuild and reconstruct the same in manner aforesaid, and so *toties quoties*, subject nevertheless to such Alterations therein from Time to Time (if any) as shall or may be made under or by virtue of the Power or Provision next herein-after contained.

If such Gauges, &c. should be insufficient, any Three of the Mill Owners may appoint an Engineer, and the Company may appoint another, to determine what Alteration should be made.

LXVI. Provided always, and be it further enacted, That in case such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means as aforesaid, or any of them, should be insufficient, or improper for all or any of the Purposes aforesaid, then and in every such Case it shall and may be lawful and competent for any Three or more of the Owners or Occupiers for the Time being of Mills or Manufactories on or lawfully supplied by the Water of the said River *Medlock*, from Time to Time and at any Time or Times hereafter, when and so often as the Case shall so happen, by Notice in Writing under their Hands, to appoint an Engineer for the Purpose herein-after mentioned; and the said Company of Proprietors, their Successors or Assigns, shall, within Twenty-one Days after such Notice in Writing shall be delivered to the Clerk for the Time being of the said Company of Proprietors, their Successors or Assigns, or left at the usual Office of the said Company of Proprietors, their Successors or Assigns, at *Manchester* aforesaid, appoint another Engineer, which Two Engineers so to be appointed shall and they are hereby required,

required, by their Award in Writing under their Hands and Seals, with proper Plans and Sections to be thereto annexed, to ascertain and determine whether any and what Alteration or Alterations shall be made in any such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means as aforesaid, for all or any of the Purposes herein-before mentioned, and to estimate the Expence or Cost of such Alteration or Alterations in any such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means as aforesaid; and if the said Engineers so to be appointed as aforesaid shall not, within Six Calendar Months from the Time of the Appointment of the Engineer last appointed, agree touching such Alteration or Alterations, or the Necessity for the same, or the said Estimate, then the said Engineers shall and they are hereby required, within the Space of Twenty-one Days next after the Expiration of such Six Calendar Months, by Writing under their Hands, to appoint some other Engineer, which Third Engineer so to be appointed shall and he is hereby required, by his Award in Writing under his Hand and Seal, to determine and ascertain the several Matters and Things aforesaid, within Three Calendar Months next after he shall have been so appointed; and when and so soon as the Two Engineers so first appointed, or the Third Engineer, as the Case may happen, shall by their or his Award, in manner aforesaid, have ascertained and determined whether any and what Alteration or Alterations shall be made in any such Gauges, Weirs, Walls, Embankments, Mounds, or other Works and Means as aforesaid, and the Expence or Cost of such Alteration or Alterations in any such Gauges, Weirs, Walls, Embankments, Mounds, or other Works or Means as aforesaid, and the Person or Persons by whom such Notice shall be given, his, her, or their Heirs, Executors, Administrators, or Assigns, having paid or tendered to the Chairman of the Court of Directors of the said Company, or to the Clerk of the said Company for the Time being, the Amount of such Estimate, then the said Company of Proprietors shall forthwith make such Alteration or Alterations accordingly; and from and after the Completion of such Alteration or Alterations, the same Gauges, Weirs, Walls, Embankments, Mounds, or other Works and Means as aforesaid, shall from Time to Time be repaired, rebuilt, and re-constructed, by and at the Expence of the said Company of Proprietors, their Successors and Assigns, and the said Gauges, Weirs, Walls, Embankments, Mounds, or other Works and Means, when so altered as aforesaid, shall from Time to Time and at all Times be subject and liable to be again altered in the Manner herein-before mentioned, and so *toties quoties:* Provided always, that all the Expences of the Persons respectively so as last aforesaid to be appointed Engineers, and of the Appointment thereof, shall be borne and paid by the Persons who may give such last-mentioned Notice.

Power to the Company to appoint an Engineer, if the Gauges, &c. are insufficient.

LXVII. Provided also, and be it further enacted, That in case such Gauges, Walls, Embankments, and Mounds, other Works and Means as aforesaid, or any of them, should be insufficient or improper for all or any of the Purposes aforesaid, then and in every such Case it shall and may also be lawful and competent for the said Company of Proprietors, from Time to Time and at any Time or Times hereafter, when and so often as the Case shall so happen, by a Notice in Writing under their Common Seal, to appoint an Engineer for the Purpose herein-after mentioned, and advertise the same in One of the *Manchester* Newspapers; and the said Owners or Occupiers for the Time being of Mills or Manufactories

factories shall within Twenty-one Days after such Notice in Writing shall have been delivered to any Three or more of them, or left at their usual Places of Abode, and advertised in the said Newspaper, appoint another Engineer; which Two Engineers so to be appointed shall and they are hereby required, by their Award in Writing under their Hands and Seals, with proper Plans and Sections to be thereto annexed, to ascertain and determine whether any and what Alteration or Alterations shall be made in any such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means as aforesaid, for all or any of the Purposes herein-before mentioned; and if the said Engineers so to be appointed as aforesaid shall not, within Six Calendar Months from the Time of the Appointment of the Engineer last appointed, agree touching such Alteration or Alterations, or the Necessity for the same, then the said Engineers shall and they are hereby required, within the Space of Twenty-one Days next after the Expiration of such Six Calendar Months, by Writing under their Hands, to appoint some other Engineer, which Third Engineer so to be appointed shall and he is hereby required, by his Award in Writing under his Hand and Seal to determine and ascertain the several Matters and Things aforesaid, within Three Calendar Months next after he shall be so appointed, and when and so soon as the Two Engineers so first appointed, or the Third Engineer, as the Case may happen, shall by their or his Award, in manner aforesaid, have ascertained and determined any and what Alteration and Alterations shall be made in any such Gauges, Weirs, Walls, Embankments, Mounds, or other Works and Means as aforesaid, the said Company of Proprietors shall with all convenient Speed, at their own Expence, make such Alteration or Alterations accordingly, and pay the Expence of such last-mentioned Engineers, and of the Appointment thereof.

Any Five or more of the Mill Owners may appoint Two Persons to inspect Works, &c.

LXVIII. Provided also, and be it further enacted, That it shall and may be lawful for any Five or more of the Owners or Occupiers of Mills or Manufactories on the said River *Medlock*, at any Time or Times hereafter, by Writing under their Hands, to appoint any Two Persons whom they may think proper, to enter upon the Lands and Premises of the said Company of Proprietors, in order to view and inspect the State and Condition of the said Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means by this Act so directed to be made for the Purposes aforesaid, who shall and may at all Times, as often as they may think proper, giving Two Hours previous Notice to the said Company of Proprietors, enter upon, view, and inspect the State and Condition thereof accordingly, and so from Time to Time to alter and revoke such Appointment, and appoint any other Two Persons for the like Purposes.

In case either Party refuses to appoint an Engineer.

LXIX. Provided always, and be it further enacted, That in any case where Engineers are directed to be appointed by this Act, in case either of the Parties who ought to appoint an Engineer shall refuse or neglect so to do for the Space of Twenty-one Days next after the Time or respective Times herein-before appointed for that Purpose, then and in every such Case it shall be lawful and competent for the Engineer appointed by the willing Party, and he is hereby required, by his Award, in Writing under his Hand and Seal, to ascertain and determine in the Premises, as fully and effectually to all Intents and Purposes as if Two Engineers duly appointed as aforesaid had ascertained and determined the same; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

 LXX. Pro-

In case both or either of the Engineers should die before making their Award.

LXX. Provided also, and be it further enacted, That in case at any Time or Times hereafter, both or either of the Two Engineers who shall be appointed by the said Parties as aforesaid, shall die before making their Award, and before appointing a Third Engineer as aforesaid, Two other Engineers, or One other Engineer, as the Case may happen, shall be appointed in manner aforesaid by the Parties or Party whose Engineers or Engineer shall so die as aforesaid; and from and after such new Appointment of Engineers or an Engineer, the Two Engineers shall have Six Calendar Months wherein to make their Award in the Premises, and Twenty-one Days from the Expiration of such Six Months to appoint a Third Engineer in manner aforesaid, and such Third Engineer shall have Three Calendar Months from the Time of his Appointment wherein to make his Award in the Premises; and the Award of such last-mentioned Two Engineers, or of such last-mentioned Third Engineer, as the Case may happen, shall be as binding and conclusive to all Intents and Purposes as if such Award had been duly made by the Two Engineers originally appointed, or by a Third Engineer duly appointed by the Two Engineers originally appointed; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

In case such Two Engineers shall neither agree or appoint a Third, or in case the Third should die before making his Award.

LXXI. Provided also, and be it further enacted, That in any Event in which Two Engineers shall be appointed as aforesaid, in case such Two Engineers shall neither agree in any Award to be made in the Premises, nor in the Appointment of a Third Engineer within the Times herein-before appointed for such Purposes respectively, or in case the Third Engineer to be from Time to Time appointed by them shall die before making his Award, or shall refuse or neglect to make his Award within the Time herein-before in that Behalf mentioned, then and in every such Case the Matters and Things then remaining to be ascertained and determined shall from Time to Time be ascertained and determined by an Engineer to be appointed by the Chairman of the *Salford* Quarter Sessions for the Time being, who shall and is hereby required to appoint an Engineer for that Purpose, by Writing under his Hand, within the Space of Three Calendar Months from the Time when he shall be required so to do, either by the said Company of Proprietors, their Successors or Assigns, by Notice in Writing under their Common Seal, or by any One or more of the Owners or Occupiers for the Time being of Mills or Manufactories on the said River *Medlock*, by Notice in Writing under his, her, or their Hand or Hands; and the Award of every such Engineer so to be appointed as last aforesaid shall be as binding and conclusive, to all Intents and Purposes, as if such Award had been duly made by the Two Engineers originally appointed, or by a Third Engineer duly appointed by the Two Engineers originally appointed; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

In case the Company shall not have completed such Guages, &c. within Six Calendar Months, then the Company shall not take any Water until they are completed.

LXXII. Provided always, and be it further enacted, That in case the said Company of Proprietors, their Successors or Assigns, shall not have made, erected, built, fixed, set up, constructed, and completed all and every such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means so to be ascertained and determined as aforesaid, in the Manner directed by such Award as aforesaid, within Twelve Calendar Months after the Date and Execution of such Award as is herein-before in that Behalf mentioned, then from and after the Expiration of such Twelve Calendar Months, the said Company of Proprietors, their Suc-

cessors or Assigns, shall not be permitted to take any Water whatever from the said River *Medlock*, until such Gauges, Weirs, Walls, Embankments, Mounds, and other Works and Means shall be fully constructed and completed; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Award to be enrolled.

LXXIII. And be it further enacted, That every Award in Writing, with the Plans and Sections thereunto annexed, shall be fairly ingrossed, written, and drawn on Parchment, and shall within Twelve Calendar Months after the Execution thereof, or so soon as conveniently may be, be enrolled in One of His Majesty's Courts of Record at *Westminster*, or with the Clerk of the Peace for the County Palatine of *Lancaster*, to the End that Recourse may be had thereto by any Person or Persons interested therein, for the Inspection and Perusal whereof no more than One Shilling shall be paid; and a Copy of the said Award, or any Part thereof, signed by the proper Officer of the Court wherein the same shall be enrolled, or by the Clerk of the Peace for the said County Palatine or his Deputy, purporting to be a true Copy, shall from Time to Time be made and delivered by such Officer or Clerk of the Peace for the Time being as aforesaid, to any Person requesting the same, for which no more shall be paid than Sixpence for every Sheet of Seventy-two Words; and the said Award, and each Copy of the same, or of any Part thereof signed as aforesaid, shall at all Times be admitted and allowed in all Courts whatsoever as legal Evidence; and every such Award, and all Matters and Things therein contained, shall to all Intents and Purposes be binding and conclusive, except where some Provision is herein contained to the contrary, unto and upon all Parties and Persons concerned or interested in the same.

Penalty on the Company if they take a greater Quantity of Water than allowed by this Act.

LXXIV. Provided always, and be it further enacted, That if the said Company of Proprietors, their Successors or Assigns, shall knowingly or wilfully take or divert, or permit or suffer to be taken or diverted from or out of the said River *Medlock* any greater Quantity of Water than they are allowed by this Act, then the said Company of Proprietors, their Successors or Assigns, shall, for each and every Day on which any such Offence shall be committed, forfeit and pay to any One or more of the Owners or Occupiers for the Time being of Mills or Manufactories on the said River *Medlock*, who shall first sue for the same, the Sum of One hundred Pounds, which shall and may from Time to Time be recovered by him or them by Action of Debt, Bill, Plaint, or Information, with Double Costs, in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, or Wager of Law, nor more than One Impatlance shall be allowed.

Limiting the Quantity of Water to be taken by the Company from the River Medlock.

LXXV. And for the more effectually preventing the said Company of Proprietors, their Successors or Assigns, from taking or diverting more than One-fourth Part of the whole Current of the Water of the said River *Medlock* in dry Seasons, or more than the Quantity of One hundred and twenty thousand Gallons of Water *per Diem* at any Time, (except in Times of Flood as in the said first recited Act is mentioned); be it further enacted, That if any Person or Persons shall at any Time or Times take, draw, divert, or turn into or for the Use of the Aqueduct or Feeder, Aqueducts or Feeders, or other Works of the said Company of Proprietors, or any Part thereof, or into any Course or Direction whatsoever, for the Purpose or with the Intent to make the same flow, run, pass into,

upon, or for the Use of the Works of the said Company of Proprietors, all or any Part or Parts of the Water of the said River *Medlock*, except by such Gauges or Weirs as aforesaid, or shall wilfully destroy or injure any such Gauge or Weir, Gauges or Weirs, or any such Wall, Embankment, Mound, or other Work as aforesaid, then and in every such Case, and from Time to Time as often as the Case shall so happen, every Person so offending and being thereof convicted on the Information or Complaint of any Owner or Occupier for the Time being, of a Mill or Manufactory upon the said River, or of some Person acting by the Directions and on the Behalf of any such Owner or Occupier, before any Two or more Justices of the Peace for the County or Place where and at any Time within Three Calendar Months after the Offence shall be committed, upon Proof thereof either by the Confession of the Party or Parties, or by the Oath of any credible Witness, shall forfeit and pay any Sum not exceeding the Sum of Twenty Pounds, at the Discretion of the Justices before whom such Offender or Offenders shall be convicted.

For paying the Expences of this Act.

LXXVI. And be it further enacted, That all and every the Sum and Sums of Money which shall or may be raised by virtue of this Act, shall be laid out and applied by the said Company of Proprietors in the first Place in discharging the Costs, Charges, and Expences incurred in obtaining and passing this Act, and afterwards in the Payment and Discharge of all such Debts and Expences as shall or may have been already incurred, or shall hereafter be incurred, in carrying on and finally completing the Works of the said Company, and generally for carrying into Effect the Purposes and Provisions of the said recited Acts and of this Act.

How Notices shall be served on the Company.

LXXVII. And be it further enacted, That in all Cases when it may be requisite or necessary for any Person or Persons, or Party or Parties, to serve any Notice or Notices upon the said Company, or any Citation or Summons, or other legal Proceedings, the Service upon any Member of the Directory or Committee of Management, or the Clerk of the said Company, or at the Office of the said Clerk, or left at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any Agent or other Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Provisions of former Acts extended to this Act.

LXXVIII. And be it further enacted, That all the Powers, Authorities, Provisions, Regulations, Privileges, Restrictions, Penalties, Forfeitures, Clauses, Remedies, Matters and Things whatsoever contained in the said recited Acts (save and except such as are repealed or altered) so far as the same are now in force, shall extend and be construed to extend, operate, and be in force with respect to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, and others carrying this Act into Execution, as fully and effectually to all Intents and Purposes as if the same were repeated and re-enacted in this Act, and made Part thereof, and the said several recited Acts and this Act shall, as to all Matters and Things whatsoever, be construed as one Act.

Public Act.

LXXIX. 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, without being specially pleaded.

The

The SCHEDULE to which the aforegoing Act refers.

Proposed Site of the Reservoirs, Feeders, and Roads.

No on Plan.	OWNERS NAMES.	OCCUPIERS NAMES.	Description.	PLACE.	COUNTY.
34	The Company of Proprietors of the Canal Navigation from Manchester to or near Ashton-under-Lyne, and Oldham - -		Embankment -	Gorton -	Lancaster.
35	Joseph & Thomas Howard	Joseph Siddall -	Buildings for Dash Wheels -	Do. -	- Do. -
36	- - Ditto - -	- - Ditto -	Land - -	Do. -	- Do. -
37	- - Ditto - -	- - Ditto -	A Reservoir of Water -	Do. -	- Do. -
38	John Grimshaw - -	Himself - -	Land - -	Do. -	- Do. -
38*a*	James Hobson, Esquire -	Miss Birch -	Do. - -	Do. -	- Do. -
39	John Grimshaw - -	Himself - -	Plantation -	Do. -	- Do. -
40	Joseph & Thomas Howard	Robert Wright -	A Garden -	Do. -	- Do. -
41	Edmund Taylor, Esquire -	James Marchinton -	Land - -	Do. -	- Do. -
42	John Charlton - -	George Hesford -	Do. - -	Do. -	- Do. -
43	Edmund Taylor, Esquire -	- - Ditto - -	Do. - -	Do. -	- Do. -
44	Misses Jane and Sarah Ainsworth - -	John Walker - -	Do. - -	Do. -	- Do. -
45	Thomas Wilkinson and others, Trustees of Audenshaw School -	Lawrence Hall -	Do. - -	Openshaw -	Do. -
46	The Earl of Stamford and Warrington - -	John Hampson -	Do. - -	Audenshaw -	Do. -
47	- - - -	- - - -	A Road to Droylsden -	Do. -	- Do. -
48	- - - -	- - - -	Turnpike Road from Manchester to Ashton	Do. -	- Do. -
49	The Earl of Stamford and Warrington - -	John Hudson and Ralph Worthington	Land - -	- Do. -	- Do. -
50	Edward Hobson, Esq. -	John Andrew -	Do. - -	- Do. -	- Do. -
51	The Earl of Stamford and Warrington - -	John Grimshaw -	Do. - -	- Do. -	- Do. -
52	- - Ditto - -	Samuel Haughton -	Do. - -	- Do. -	- Do. -
53	Francis Woodiwis -	John Collier -	Do. - -	- Do. -	- Do. -
54	The Right Honourable the Countess of Grosvenor	John Hopwood -	Do. - -	Denton -	- Do. -
55	- - Ditto - -	Peter Moss - -	Do. - -	- Do. -	- Do. -

Aqueduct from the Reservoirs to Manchester.

34	The Company of Proprietors of the Canal Navigation from Manchester to or near Ashton-under-Lyne, and Oldham - - -		Embankment -	Gorton -	Lancaster.
33	George Grimshaw -	Himself - -	Land - -	- Do. -	- Do. -
32	- - - -	- - - -	Road to Abbey Hey	- Do. -	- Do. -
31	John Beard - -	William Chorlton -	Land - -	- Do. -	- Do. -
30	John Shawcross - -	Himself - -	Do. - -	- Do. -	- Do. -
29	John Hardy - -	William Chorlton -	Do. - -	- Do. -	- Do. -
28*a*	- - - -	- - - -	Kirk Lane -	- Do. -	- Do. -
28	Thomas Pownall -	Himself - -	Land - -	- Do. -	- Do. -
27	James Lees - -	Samuel Lees -	Do. - -	- Do. -	- Do. -
26	Robert Rider - -	Himself - -	Do. - -	- Do. -	- Do. -
25	Edmund Taylor, Esquire -	John Shawcross -	Do. - -	- Do. -	- Do. -
24*a*	- - - -	- - - -	The Turnpike Road from Hyde to Manchester	- -	- Do. -

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