ANNO TERTIO

VICTORIÆ REGINÆ.

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cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Company incorporated.

That *William Archbold, John Atkinson, Thomas Anderson, Isaac Burrell, Edward Bilton, George Burnett, Arthur Blayney, Hugh Brennan, William Brown, Edward Hall Campbell* the younger, *William Chapman, William Crozier, Ralph Coulter, William Chartres, David Simms Davidson, William Davison, Francis Donnison, George Dove, Henry Ellis, George Ewart, John Fairbairn, George Fife, John Fleming, Thomas Fordyce, Thomas Gray, Alexander George Gray, William Greaves, George Gouthwaite, Henry Henley, John Hernaman, Roger Heron, John Theodore Hoyle, Charles Hanson Hoyle, George Hogg, Ann Hogg, Richard Jackson, John Jobling, Mark Lambert Jobling, John Kimpster, John Hall Kent, Joseph Kimpster, George Lambert, William Loades, Richard Lambert, Mark William Lambert, Mark Lambert, John Littlewood, Joseph Milburn, John Mountain, William Collinson Preston, Walter Sheilds Pringle, John Ridley, Francis William Ridley, Edward Reid, Matthew Renwick, John Renwick, Jasper Richardson, John Riky, Amor Spoor, William Stamp, Robert Watson, William Winder, William Clayton Walters, Ralph Walters, James Wright, Edward Whitfield,* and all other Persons who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for better supplying with Water the Town and County of the Town of *Newcastle-upon-Tyne,* and the Town or Borough of *Gateshead* in the County of *Durham,* and the several Parishes, Townships, and Places adjacent thereto, and for constructing, completing, and maintaining the Waterworks and other Works by this Act authorized, according to the Provisions and Restrictions herein-after contained, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands, for the Use of the said Undertaking, without incurring any Penalties or Forfeitures, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for the Interpretation of the Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number only, such Word shall be understood to include several Matters as well as one Matter, and several Persons as well as one Person; and where the Word "Lands" shall be used, the same shall be understood to include Tenements and Hereditaments, incorporeal as well as corporeal; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and any Word importing the Masculine Gender only shall be understood to include Females as well as Males; unless in any of the Cases aforesaid it be otherwise specially provided, or there

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

Capital to be 60,000*l.*, to be divided into Shares of 5*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise and contribute among themselves any Sum of Money for the Purpose of carrying into execution the Undertaking by this Act authorized, not exceeding in the whole the Sum of Sixty thousand Pounds; and the same shall be divided into Shares of Five Pounds each, and such Shares shall be numbered in regular Progression, and every such Share shall always be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Persons so raising and contributing the same, and their several and respective Executors, Administrators, and Assigns, to their and every of their proper Use and Benefit, proportionably to the Sum they shall severally raise and contribute; and all Persons, their several and respective Executors, Administrators, and Assigns, who have subscribed or who shall severally subscribe for One or more Share or Shares, or such Sum or Sums of Money as shall be demanded in lieu thereof, shall be Proprietors of the said Undertaking, and shall be entitled to and shall receive an equal proportionate Part, according to the Money so by them respectively paid, of the net Profits and Advantages that shall and may arise and accrue by the Rents or other Sums of Money to be raised, recovered, or received by the said Company by the Authority of this Act; and every Person having Property in the said Undertaking as aforesaid shall bear and pay a proportionate Sum towards carrying on the same in manner herein directed and appointed.

Shares to be Personal Estate.

IV. And be it further enacted, That all Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Names of Proprietors be entered in a Book, and a Ticket delivered to each of them.

V. And be it further enacted, That the Directors of the said Company herein-after appointed shall and they are hereby required from Time to Time to cause the Names and proper Additions of the several Persons who shall from Time to Time become entitled to Shares in the said Undertaking, with the Number of the Shares of which they are respectively possessed, and also the proper Number by which every Share shall be distinguished, and the Amount of the Subscription paid thereon, to be fairly and distinctly entered in a Book; and the said Directors shall also from Time to Time cause a Ticket or Instrument, with the Common Seal of the Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Number of the Share or Shares to which he is entitled in the said Undertaking, every such Proprietor paying to the said Company such Sum as the said Directors shall think proper, not exceeding Two Shillings and Sixpence, and such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor, his Executors, Administrators, and Assigns, to the Share therein specified; but the Want of such Ticket or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling

or

or disposing thereof; and which said Ticket or Instrument may be in the Words or to the Effect following; (that is to say,)

Form of Ticket.

'THESE are to certify, That *A. B.* of is a Proprietor of the Share [*or* Shares] Number in "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," subject to the Rules, Regulations, and Orders of the said Company, and that the said *A. B.*, his [*or* her] Executors, Administrators, and Assigns, is and are entitled to the Profits and Advantages of such Share or Shares. Given under the Common Seal of the said Company the Day of in the Year .'

And in case any such Ticket or Instrument shall become defaced, worn out, or damaged, or shall be ascertained to have been lost or destroyed, then, upon Proof given thereof to the Satisfaction of the Directors of the said Company, another Ticket or Instrument shall be made out and entered on the same Terms and Conditions as aforesaid.

For compelling Payment of Subscriptions.

VI. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe or advance any Money for or towards the said Undertaking shall and they are hereby required to pay the Sums by them respectively subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Directors, under and by virtue of the Powers and Directions of this Act, at such Time and Places as shall be ordered by the said Directors in manner herein-after mentioned; and in case any Person shall refuse or neglect to pay the same at the Time and in the Manner required for that Purpose, it shall and may be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such Sum or Sums of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid.

Power to make Calls, and to forfeit Shares in case of Non-payment.

VII. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls for Money from the Subscribers to and Proprietors for the Time being of the said Undertaking, to defray the Expence of or to carry on the same, as they from Time to Time shall think necessary for those Purposes, so that no such Call shall exceed the Sum of Two Pounds upon each Share, and so that such Calls shall not be made but at the Distance of Three Calendar Months at the least from each other, and Twenty-one Days Notice at the least shall be given of all such Calls as aforesaid by Advertisement in some One Newspaper usually circulated in the said Town and County of the Town of *Newcastle-upon-Tyne*, or by Notice in Writing delivered to each Proprietor in the said Undertaking, or left at or sent by Post to his last known or usual Place of Residence, which Monies so called for shall be paid to such Person at such Time and Place and in such Manner as the said Directors shall from Time to Time appoint; and if any Person shall neglect or refuse to pay his rateable or proportionable Part or Share of the Money so called for as aforesaid, at the Time and Place to be appointed as aforesaid, it shall be lawful for the said Company to sue for and recover the same in any of Her Majesty's Courts of Record, by Action of Debt

Debt or on the Case, or by Bill, Suit, or Information, or to declare the Shares belonging to any Person or Corporation neglecting or refusing to pay any Calls in manner aforesaid to be forfeited; and all Shares so forfeited shall be sold for the most Money that can be gotten for the same, and shall be assigned, by Writing under the Common Seal of the said Company, unto the Purchaser thereof, and the Produce thereof shall be applied and disposed of for the Purposes of this Act; but no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company shall have been given to or left at or sent by Post to the usual Place of Abode of the Owner of such Share, nor until such Share shall have been declared to be forfeited at some General or Special Meeting of the said Company which shall be held after Two Calendar Months from the Day on which such Notice of Forfeiture shall have been given: Provided always, that every such Forfeiture, after the same shall be declared as aforesaid, shall be an absolute Indemnification and Discharge to and for the Proprietor so forfeiting against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between the said Proprietor so forfeiting and the said Company, with regard to any Call for Money subsequent to the Declaration of such Forfeiture, or the future carrying on and Management of the said Undertaking; but no such Share shall be forfeited if the Owner thereof, at or before such General or Special Meeting, pay or tender to the Treasurer or Clerk to the said Company what shall be due thereon, together with legal Interest for the same from the Time when the same ought to have been paid, and all Expences for the Recovery thereof: Provided also, that in case the Money produced by the Sale of any such Share shall be more than sufficient to pay such Arrears as aforesaid, and legal Interest thereon, together with the Penalties incurred by Nonpayment, and the Expences attending the Sale thereof, the Surplus arising from such Sale shall be paid to the Person or Corporation to whom such Share shall have belonged: Provided also, that the said Company shall not by virtue of this Act at any Time sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest, Penalties, and Expences attending the same; and from and after the Payment of all Calls to be made by virtue of this Act, and the Interest, Penalties, and Expences as aforesaid, all Shares vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person to whom such Share shall have before belonged, in such Manner as if such Calls had been duly paid.

Proceedings and Evidence in Actions for Calls.

VIII. And be it further enacted, That in any Action to be brought by the said Company against the Proprietor of any Share in the said Undertaking, to recover any Sum of Money due and payable to the said Company, for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being the Proprietor of a Share in the said Undertaking, is indebted to the said Company in such a Sum of

Money as the Calls in arrear shall amount to, or for so many Calls of so many Sums of Money upon so many Shares belonging to the said Defendants (as the Case shall happen to be), whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such an Action it shall only be necessary to prove that the Defendant at the Time of making such Call was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice thereof was given as is directed by this Act, without proving any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, unless it shall appear that any such Call exceeded Two Pounds for every Share, or was made within the Distance of Three Calendar Months from the last preceding Call, or without Notice given in any Newspaper, or by Letter as aforesaid; and in order to prove that the Defendant was a Proprietor of such Share or Shares in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

After a Call made, no Share to be sold until the Call is paid.

IX. And be it further enacted, That after any such Call of Money shall have been made no Person shall sell or transfer any Share which he shall possess in the said Undertaking, unless at the Time of such Sale or Transfer he shall have paid or discharged to the Treasurer of the said Company the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred, nor shall any Proprietor in arrear for any Call be allowed to vote or give his Voice in the Agitation of any Question at any Meeting, either personally or by Proxy, until such Time as he shall have paid to the Treasurer all such Arrears as may be due from him in respect of such Calls.

Mode of voting at Meetings.

X. And be it further enacted, That at all General or Special Meetings of the said Company every Person, being in the actual Possession of more than Five Shares in the said Undertaking, shall be entitled to vote as follows; if holding Five Shares and less than Fifteen Shares, One Vote; if Fifteen Shares and less than Thirty Shares, Two Votes; if Thirty Shares and less than Fifty Shares, Three Votes; and if Fifty Shares and less than One hundred Shares, Four Votes; and for One hundred Shares and upwards, Five Votes; which Votes may be given by the Parties entitled thereto, or by their Guardians in case of a Minor, or by their Committee in case of Lunatics or Idiots, or by their Proxies, constituted under the Hands of any Person, every such Proxy being a Proprietor of the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if such Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed, discussed, or considered at any Meeting of the said Company shall be determined by the Majority of Votes and Proxies then present; and the Appointment of which Proxies may be made

according to the following Form, with such Variations as the Circumstances of each Case may render necessary; (that is to say),

'I *A.B.* of One of "The Proprietors of the *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," do hereby 'appoint *C.D.* of to be my Proxy, in my Name and 'in my Absence to vote or give my Assent to or Dissent from any 'Business, Matter, or Thing relating to the said Undertaking that 'shall be mentioned or proposed at any Meeting of the said Com-'pany, in such Manner as the said *C.D.* shall think proper. In 'witness whereof I have hereunto set my Hand the 'Day of .'

Shares may be transferred.

XI. And be it further enacted, That it shall be lawful for the Proprietor of any Share in the said Undertaking, his Executors or Administrators, with the Consent in Writing of the Directors of the said Company for the Time being, or any Three of them, to sell and dispose of any Share to which he shall be entitled therein, subject to the Rules and Conditions in this Act mentioned and provided; and the Conveyance of any such Share shall be in Writing, and shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Words or to the Effect following; (that is to say,)

Form of Transfer.

'I *A.B.* of in consideration of the Sum of 'paid to me by *C.D.* of do hereby bargain, sell, 'assign, and transfer to the said *C.D.* Share [*or* Shares] 'numbered of and in the Undertaking called "The '*Newcastle-upon-Tyne* and *Gateshead* Union Water Company," to 'hold to the said *C.D.*, his Executors, Administrators, and Assigns, 'on the same Conditions that I held the same immediately before 'the Execution hereof; and I the said *C.D.* do hereby agree to 'take and accept of the said Share [*or* Shares], subject to the same 'Conditions. As witness our Hands and Seals the Day 'of .'

And on every such Sale the said Deed or Conveyance (being executed by the Seller and Purchaser of such Share) shall be kept by the Purchaser for his Security after the said Company shall have entered in a proper Book to be kept for that Purpose a Memorial of such Transfer and Sale, and have testified and indorsed the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid for each Share so transferred; and the said Company are hereby required to make such Entry or Memorial accordingly; and until such Memorial shall have been made and entered as above directed such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Vote in respect thereof as a Proprietor in the said Undertaking.

Power to raise Money by Mortgage.

XII. And be it further enacted, That after One Half of the said Sum of Sixty thousand Pounds herein-before authorized to be raised by Subscription shall have been actually paid up, it shall be lawful for the said Company to borrow and take up at Interest any further or additional Sum of Money, not exceeding in the whole the Sum of Twenty

Twenty thousand Pounds, on the Credit of the said Undertaking; and the said Company are hereby empowered to mortgage, assign, and charge the Rents hereby granted, and the Property of the said Undertaking, or any Part thereof, (the Costs and Charges of assigning the same to be paid by the said Company,) as a Security for any such further Sum of Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party, or to his Trustee, who shall advance the same; and such Mortgages, Assignments, and Charges shall be by Deed in Writing duly stamped, in which the Consideration for the same shall be truly stated, and shall be made under the Common Seal of the said Company, in the Words or to the Effect following, with such Variations therein as the Circumstances of the Case may render necessary; (that is to say,)

Form of Mortgage.

'Number .

'BY virtue of an Act passed in the Year of the Reign 'of Her Majesty Queen *Victoria*, intituled [*here set forth the* 'Title of this Act], we, "The *Newcastle-upon-Tyne* and *Gateshead* 'Union Water Company," incorporated by and under the said Act, 'in consideration of the Sum of to us in hand paid by 'A. B. of do assign unto the said *A. B.*, his 'Executors, Administrators, and Assigns, the Rents thereby granted, 'and the Property of the said Undertaking, and all the Estate, 'Right, Title, and Interest of the said Company of, in, and to the 'same, to hold unto the said *A. B.*, his Executors, Administrators, 'and Assigns, until the said Sum of together with 'Interest for the same after the Rate of for every 'One hundred Pounds for a Year, shall be fully paid and satisfied. 'Given under our Common Seal this Day of in 'the Year of our Lord .'

No Priority in Mortgages.

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled, one with the other, to their Proportions of the said Rents and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Mortgage or Assignment, or on any other Account whatsoever; and an

Entry of them to be made by the Clerk.

Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Names of the Parties, with their proper Addition, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgages or Assignments shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may

Mortgages may be transferred.

from Time to Time transfer their respective Rights or Interests therein to any other Persons; and every Transfer thereof shall be by Writing duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Words or to the Effect following; (that is to say,)

'I *A. B.*

Form of Transfer of Mortgage.

'I *A.B.* of in consideration of the Sum of paid to me by *C.D.* of do hereby transfer a Mortgage or Assignment, Number made by "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," to bearing Date the Day of for securing the Sum of and Interest, and all my Right, Estate, and Interest in and to the Money thereby secured, and in and to the Rents and Property thereby assigned, to the said *C.D.*, his Executors, Administrators, and Assigns. Dated the Day of in the Year of our Lord .'

Transfers to be registered.

And every such Transfer shall within Twenty Days next after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days next after the Arrival thereof in *England* if executed elsewhere, (the Time of such Arrival to be verified by a Declaration made by some respectable Person before any of Her Majesty's Justices of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, which Declaration shall be delivered to and left with the Clerk of the said Company,) be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry or Memorial made, every such Transfer shall entitle such Assignee, or his or her Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the same, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Interest of Money borrowed to be paid in preference to Dividends.

XIII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest, or any Part thereof, shall be unpaid by the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Twenty Days after Demand thereof in Writing shall have been made to the said Company, or left at the Office of the said Company, such Demand being made upon or at any Time after the Expiration of such Twenty-one Days, it shall be lawful for any Two or more Justices of the Peace acting for the said Town and County of the Town of *Newcastle-upon-Tyne*, not being interested in the Matter in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the whole or such Parts of the said Rents as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Receiver is hereby declared to be so much Money received by or to the Use of the Person or Persons to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rents, shall be fully

paid and satisfied; and after such Interest and Costs shall have been paid and satisfied, the Power or Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the Interest so due and unpaid as aforesaid may be sued for and recovered, with Costs, by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Creditors not to be deemed Proprietors.

XIV. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred as aforesaid shall be deemed a Proprietor of the said Company by reason or on account of his having advanced any Money on such Mortgage or Assignment.

Application of the Money to be raised.

XV. And be it further enacted, That all the Money to be raised by the said Company by Subscription or by Mortgage as aforesaid, by virtue of this Act, shall be applied, in the first place, in paying and discharging all Costs, Charges, and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and the Remainder of such Money shall be applied in and towards purchasing Land, and making and maintaining the Reservoirs, Aqueducts, Mains, Pipes, Communications, and other Works, and otherwise in carrying this Act into execution.

First and other Meetings of the Company.

XVI. And be it further enacted, That the First General Meeting of the said Company shall be held at some convenient Place in the said Town and County of the Town of *Newcastle-upon-Tyne* in the Month of *August* One thousand eight hundred and forty, and from and after such First General Meeting One Annual General Meeting shall be holden in the Month of *August* in every Year in the said Town and County of the Town of *Newcastle-upon-Tyne*, of which Meeting not less than Fourteen Days Notice shall be given by public Advertisement as herein-after mentioned; and the said Company shall and may meet and adjourn from Time to Time in such Manner as they shall deem expedient and proper, and the said Company shall at such Meetings proceed to put the several Powers and Authorities hereby given and granted into execution, and do all Things hereby authorized to be done and executed by the said Company.

Company at such Meetings may audit and settle the Accounts.

XVII. And be it further enacted, That the said Company at every such Meeting shall have Power to call for, audit, and settle all Accounts for Money received, laid out, and disbursed on account of the said Undertaking by the Treasurer or Collector of the Rents and other Officers appointed, or by any Person employed by or concerned for or under them, in and about the said Waterworks.

Meetings to consist of not less than Ten Persons holding at least 500 Shares.

XVIII. And be it further enacted, That if at any Meeting held under this Act, whether Special or General, there shall not be Ten Persons present who together shall be possessed of or entitled to or hold at least Five hundred Shares in the said Undertaking, either as Principals or Proxies, no Proceedings shall take place at such Meeting, but in such Case the said Meeting shall stand adjourned to that Day Fortnight, and so on until a Number of Proprietors entitled

entitled to or holding a sufficient Number of Shares, as Principals or Proxies, in the said Undertaking, shall attend.

Special Meetings may be called.

XIX. And be it further enacted, That if it shall at any Time be thought expedient to call a Special Meeting of the said Company, it shall be lawful for any Number of the said Proprietors not less than Ten, who together shall be possessed of or entitled to Five hundred Shares at least in the said Undertaking, to give Notice in Writing to the Clerk of the said Company, who shall without Delay cause Notices to be given in manner directed by this Act, specifying in such Notice the Reason of requesting such Special Meeting, and the Time when and the Place where the same shall be held; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed in the Execution of the Power by this Act given to the said Company with respect to the Matters which shall be specified in such Notice, and to these only; and all such Acts of the Proprietors, or the major Part of them, met together at every such Special Meeting, shall be as valid with respect to the Matter specified in such Notice as if the same had been done at a Meeting at the Time by this Act appointed for holding the same.

Notice of Meetings.

XX. And be it further enacted, That all Notices by this Act directed to be given of any General or Special Meeting of the said Company shall be given by Advertisement in One or more Newspapers published in the said Town and County of the Town of *Newcastle-upon-Tyne*.

First Directors of the Company.

XXI. And be it further enacted, That *Alexander George Gray*, *Edward Hall Campbell* the younger, *John Jobling*, *Jasper Richardson*, *James Wright*, *Isaac Burrell*, *Mark Lambert Jobling*, *William Winder*, and *Ralph Walters*, or the Survivors of them, or of such of them as shall continue to act, shall be and they are hereby appointed the first Directors of the said Company, and shall continue in Office until the Second General Meeting of the said Company which will be in the Year One thousand eight hundred and forty-one, or until others shall be elected in their Stead, and such Directors shall proceed to put the several Powers and Provisions of this Act into execution, and shall have Power to appoint a Clerk and Treasurer, who shall continue in Office till the First General Meeting of the said Company, and the said Directors shall also, in all respects, have and exercise all the Powers and Authorities by this Act given to the Directors appointed by the said Company.

Company may appoint additional Directors.

XXII. And be it further enacted, That it shall be lawful for the said Company, at their First or Second General Meeting, or at any Special Meeting to be held within Two Years after the passing of this Act, to nominate any Number of Persons, not exceeding Six in the whole (being duly qualified to be Directors of the said Company), in addition to the Directors herein-before named, and such Directors shall have the same Powers and Authorities of acting in the

the Execution of this Act as they would have had if they had been named in and by this Act.

Directors to go out of Office annually.

XXIII. And be it further enacted, That at the General Meeting to be held in the Month of *August* One thousand eight hundred and forty-one One Third of the Directors herein-before appointed or authorized to be appointed (to be determined by Ballot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Fifty or more Shares in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and forty-two One Third of the remaining Directors hereby appointed or authorized to be appointed (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and forty-three the remaining Directors hereby appointed shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year One Third of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that at every annual Election of Directors any of the former Directors shall be eligible to be re-elected to the Office again immediately or at any Time afterwards, notwithstanding his Term of Service shall have expired, or notwithstanding his having forfeited his Office by reason of Disqualification, in case he shall have again become duly qualified.

Directors going out of Office eligible to be re-elected.

Directors not to enter into Contracts.

XXIV. Provided also, and be it further enacted, That if any Person who shall be elected a Director shall take, or shall contract to take, or shall participate in any Manner in any Work to be done for the said Company, or in any Profit to be obtained by any such Work, every such Person so offending shall forfeit and pay to the said Company the Sum of One hundred Pounds, and shall thereupon cease to be a Director, and shall be disqualified from being a Director, and thereupon another Proprietor shall be elected in the Stead of such Person so ceasing and being disqualified as aforesaid to be a Director.

For filling up Vacancies in the Direction.

XXV. And be it further enacted, That every Vacancy in the Direction, by Death, Resignation, or Disqualification, shall be filled up by the surviving Directors, and the Person who shall be chosen to fill such Vacancy (being duly qualified) shall continue in Office upon the same Terms, and for the same Period only, as the Person whose Place he shall supply would have continued if his Office had not been vacated.

XXVI. And

First Meeting of Directors.

XXVI. And be it further enacted, That the said Directors shall hold their First Meeting as soon as conveniently may be after the passing of this Act at such Time and Place in the Town and County of the Town of *Newcastle-upon-Tyne* as they shall think proper, and shall have full Power and Authority to adjourn such First Meeting, and again to meet and adjourn from Time to Time, and from Place to Place, as they shall think fit; and the said Directors, at one of their First Meetings, shall appoint One of the Directors to preside as Chairman; and all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Directors at any of their Meetings shall be decided and determined by a Majority in Number of the Directors present (the Number present not being less than Three, and each Director having One Vote); and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman, such Chairman shall have the decisive or casting Vote; and if on the Day appointed for any Meeting of the said Directors Three Directors qualified to vote shall not attend, then and in every such Case the Meeting shall be adjourned till such Time as the Director or Directors then present, or if none be present as the Clerk of the said Company, or such other Person as shall attend in his Place, shall appoint; and any Two or more Directors may, at any Time when they shall think fit, call a Meeting of the Directors, by Notice in Writing signed by such Two or more Directors or by the Clerk to the said Company, to be sent by the Post or otherwise to the Residence or Address of every Director: Provided always, that the Person appointed Chairman of the said Directors shall preside at all Meetings of the said Company and of the said Directors, and in his Absence One of the other Directors present at any such Meeting shall be appointed and act as Chairman.

Powers and Duties of Directors.

XXVII. And be it further enacted, That the Directors for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power to meet and adjourn from Time to Time, and from Place to Place, and also at any Time to call Special Meetings of the said Company for any Purpose they may think proper, and to appoint the Times and Places of holding General and Special Meetings, and to direct the Affairs and Business of the said Company, as well in issuing, receiving, and laying out and disposing of all Sums of Money to be issued and received, laid out and disposed of, for the Purposes of the said Company, as in contracting for and purchasing Lands, Tenements, and Hereditaments, Materials, Goods, and Chattels for the Use of the said Undertaking, and in nominating, electing, appointing, placing, or displacing any Officer, Agent, or Servant of the said Company, except the Treasurer and Clerk of the said Company, or in paying or rewarding any such Officers, Agents, or Servants with Salaries, Gratuities, or other Recompences, as to the said Directors shall seem proper, and in ordering, directing, and employing the Works and Workmen, and in making, enforcing, rescinding, compounding, and compromising all Contracts and Bargains touching or in anywise concerning the same, and generally to exercise all the Powers and Authorities given to the said Company, and which are not by this Act required to be done at a General or Special Meeting of the said Company; and the said

Directors shall obey and be subject to such Rules, Orders, and Regulations as shall at any Time be duly made by the said Company in Restraint, Control, or Regulation of the Powers and Authorities by this Act granted.

Directors not to be personally liable for any Act done.

XXVIII. And be further enacted, That none of the Directors hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his or their being Parties or Party to, or making, signing, or executing, in their or his Capacity of Directors or Director of the said Company, pursuant to this Act, any Contract, Covenant, Agreement, Assignment, Conveyance, or Security for and on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to them or any of them by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person or Persons whomsoever; and the Body or Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason or on account or in consequence of any such Contract, Covenant, Agreement, Conveyance, Assignment, or Security so entered into or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, and detained, or taken in Execution, but that in every such Case any Person or Persons making any Claim or Demand upon the said Company, or upon any Director or Directors thereof, under or by virtue of any such Contract, Covenant, Assignment, Conveyance, or Security, or other lawful Act or Acts, may sue and implead the said Company in like Manner as if such Contract, Covenant, Agreement, Conveyance, Assignment, or Security had been entered into and executed by the said Company, or such other Act or Acts had been done by the said Company; and the Party or Parties so suing or impleading shall be entitled to Remedies by suing and impleading the said Company, but not to any further or other Remedy whatsoever.

Company empowered to appoint Officers.

XXIX. And be it further enacted, That it shall be lawful for the said Company at some General or Special Meeting to nominate and appoint a Treasurer and Clerk to the said Company, and from Time to Time to remove any such Treasurer or Clerk; and in case any such Treasurer or Clerk shall die, or quit the Service of the said Company, or be removed, it shall be lawful for the said Company to appoint any other fit Person to execute such Office, and the said Company shall fix the Salaries or Allowances to be given to such Treasurer and Clerk: Provided always, that the Directors of the said Company shall take such Security from such Treasurer, and also from any Collector or Officer having the Care or Custody of any Monies to be raised or received by virtue of this Act, for the due Execution of his Office, as the said Directors shall think proper.

Clerk and Treasurer not to be the same Person.

XXX. And be it further enacted, That it shall not be lawful for the said Company to appoint any Person who may be appointed the Clerk to the said Company, or the Partner of any such Clerk, or the Clerk

Clerk or other Person in the Service or Employ of any such Clerk or of his Partner, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, to be the Clerk to the said Company; and if any Person shall accept the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, shall accept the Office of Clerk, or shall act as Deputy of the Clerk, or in any Manner officiate for the Clerk in the Execution of this Act, or if any such Treasurer shall hold or accept any Place or Office of Trust or Profit under the said Company other than that of the Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case.

Officers to account.

XXXI. And be it further enacted, That every Officer or Person to be appointed by virtue of this Act shall, under his respective Hand, and at such Time or Times and in such Manner as the said Directors shall direct, deliver to the said Directors, or to such Person as they shall appoint, true and perfect Accounts in Writing of all Matters and Things committed to his Charge, and also of all Monies which shall have been by such Officer or Person received by virtue of or for the Purposes of this Act, and of how much thereof shall have been expended and disbursed, and for what Purposes, together with proper Vouchers for such Payments; and every such Officer or Person shall, if required, pay all such Monies as shall remain due from him to the Treasurer for the Time being, or to such Person as the said Directors shall appoint to receive the same; and if any such Officer or other Person shall refuse or wilfully neglect to make and render such Accounts, or to produce and deliver up the Vouchers in his Possession or Power relating to the same, or to make Payment as aforesaid, or shall refuse or wilfully neglect to produce to the said Directors, or to such Person as they shall appoint, within Seven Days after being thereunto required by the said Directors, by Notice in Writing under the Hands of any Two or more of them, given to or left at the last or usual Place of Abode of such Officer or Person, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, or to give Information and Satisfaction to the said Directors or such other Person as aforesaid respecting the same, then and in every such Case, upon Complaint being made by the said Directors, or by any Person whom they the said Directors shall appoint for that Purpose, of any such Refusal or wilful Neglect as aforesaid, to any Justice of the Peace for the County, Borough, or Place wherein such Officer or Person so refusing or neglecting shall be or reside, such Justice may and he is hereby authorized and required

Proceedings in case of Default.

quired to issue a Summons under his Hand and Seal for the Officer or Person so refusing or neglecting to appear before such Justice; and upon the said Officer or Person appearing, or having been so summoned and not appearing, without some sufficient or reasonable Excuse, or not being found, it shall be lawful for the Justice to hear and determine the Matter in a summary Way; and if, upon the Confession of the Party, or by the Testimony of any credible Witness or Witnesses upon Oath or Affirmation (which Oath or Affirmation such Justice is hereby empowered to administer), it shall appear to such Justice that any Monies remain due from such Officer or Person, such Justice may, upon Nonpayment thereof, by Warrant under his Hand and Seal, cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods and Chattels of such Officer or Person shall not be found to answer and satisfy the said Money, and the Charge of distraining and selling the said Goods and Chattels, or if it shall appear to such Justice that such Officer or Person had refused or wilfully neglected to render and give such Account, or to produce the Vouchers relating thereto in his Possession or Power, or that any Books, Papers, or Writings in his Possession or Power relating to the Execution of this Act remain in the Hands or in the Custody or Power of such Officer or Person, and he shall have refused or wilfully neglected to produce or give Satisfaction respecting the same as aforesaid, or to give up the same on the Expiration of his Office, then and in every such Case such Justice may commit such Offender to the Common Gaol or House of Correction for the County, Borough, or Place where such Offender shall be or reside, there to remain, without Bail or Mainprize, until he shall have given a true and perfect Account as aforesaid, or until he shall have paid such Monies as aforesaid, or compounded with the said Directors for such Money, and shall have paid such Composition in such Manner as they shall appoint (which Composition the said Directors are hereby empowered to make and receive), and until he shall have delivered up such Books, Papers, and Writings; but no such Offender shall be kept or detained in such Common Gaol or House of Correction for Want of sufficient Distress for any longer Space of Time than Three Calendar Months.

No Prosecution or Commitment of any Officer to acquit his Sureties.

XXXII. And be it further enacted, That no Prosecution or Commitment under the Provisions of this Act of any Treasurer, Clerk, Collector, or other Officer or Person to be appointed under the Powers of this Act, shall acquit or discharge any Security that shall or may have been taken or given to the said Company or Directors for the due and faithful Execution of his Office, or the Payment of the Monies received or to be received by him.

Accounts to be entered in a Book.

XXXIII. And be it further enacted, That the said Directors shall enter or cause to be entered in a Book or Books to be provided for that Purpose, and to be kept by the Clerk or other Officer of the said Company, a full and true Account of all Monies received, and also of all Monies disbursed and Payments made by them, and of the several Articles, Matters, and Things for which such Monies shall have been disbursed and paid; and also a full and true Account and

proper Notes and Minutes of every Contract, Bargain, and Agreement which shall have been entered into by them respectively for or on behalf of the said Company, and of every Order, Transaction, and Proceeding of the said Company and Directors; and every such Book, and all other Books, Papers, and Writings belonging to the said Company, shall at all seasonable Times be open to the Inspection of all the said Proprietors, who may take Copies thereof or Extracts therefrom without Fee or Reward; and if any such Clerk or other Officer shall refuse to permit or shall not permit any Proprietor to inspect and peruse such Book at all seasonable Times, or take Copies thereof or Extracts from the same, every such Clerk or other Officer shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds: Provided always, that the Accounts of Monies received and paid by the said Directors shall be laid before each General Meeting of the said Company; and it shall be lawful for any such Meeting, or for any Special Meeting, to declare a Dividend out of the clear Profits of the said Undertaking; and such Dividend shall be at and after the Rate of so much *per Centum* upon the several Shares held by the Members thereof in the Joint Stock of the said Company, as such Meeting shall think fit: Provided always, that if the said Accounts shall not be considered satisfactory by such Meeting, the said Meeting shall have Power to appoint a Committee of Inspection, consisting of Three Proprietors, each of whom shall be possessed of Fifty Shares at least in the said Undertaking; and the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee all Books of Accounts, Vouchers, and Documents in the Possession or Power of the said Directors or other Officers of the said Company relating to the Affairs of the said Company.

Annual Account to be made up and a Copy transmitted to the Clerk of the Peace.

XXXIV. And be it further enacted, That the said Company shall and they are hereby required, in each and every Year, to cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under and by virtue of this Act for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited or certified by the Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the Town and County of the Town of *Newcastle-upon-Tyne* on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Times, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Company empowered to construct Works.

XXXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide, construct, complete, and maintain all such Waterworks, Reservoirs, Aqueducts, and other Works and Conveniences, as they shall think proper, in the Situations, and upon, through, under, or over the Lands delineated

on the Plans and mentioned in the Books of Reference deposited with the respective Clerks of the Peace for the Town and County of the Town of *Newcastle-upon-Tyne*, and for the Counties of *Northumberland* and *Durham*, as herein-after mentioned, and to supply with Water by means of such Waterworks the Limits of this Act, from the Drainage of certain Lands called *Prestwick Carr*, which said Drainage shall be effected, and the Water taken into the Reservoir or Reservoirs on the said *Prestwick Carr*, in the Manner and at such Time or Times only as are herein-after particularly specified and described, and also from such Springs, Watercourses, and other Sources of Water, except as herein-after mentioned, as may be found in constructing and completing the said Waterworks and other Works by this Act authorized.

Pipes to be laid Eighteen Inches below the Summer Level of Water in the Carr.

XXXVI. Provided also, and be it further enacted, That all and every the Pipes and other Conduits to be laid, made, or used for the Conveyance of Water in, under, through, or along such Part of *Prestwick Carr* aforesaid as is within the Limits of this Act shall not be laid at a greater Depth than Eighteen Inches below the Summer Level of the Water in the said Carr, and which said Eighteen Inches shall be measured from the upper Surface of such Pipes or Conduits, and which said Summer Level shall be rated at a Depth of Water of Five Feet.

For the Protection of Mill-Owners on the Pont and Blyth.

XXXVII. And whereas in the Construction of the Waterworks by this Act authorized to be made it will be necessary to make and excavate a Reservoir and other Works in, upon, or through the said Common or Waste Lands called *Prestwick Carr*, and the making of such Reservoir and other Works may have the Effect of cutting off and diverting the Water from certain Rivulets or Streams, Springs, and Waters supplying or running into the River *Pont*: And whereas the said River *Pont* in its Course joins and runs into the River *Blyth*: And whereas there are situate upon and near to the said Rivers *Pont* and *Blyth* respectively divers ancient Mills, Weirs, Dams, Mill Races, Tanks, Reservoirs, Engines, and Machinery belonging to divers Persons, and which are worked, put in motion, or supplied by the Waters flowing into the said Rivers respectively, and it is apprehended by the Owners, Lessees, and Occupiers of the said Mills and other Works, or by some of them, that the making of the aforesaid Reservoir and other Works authorized by this Act to be made may have the Effect of diverting, detaining, or diminishing the Waters flowing out of the said Lands called *Prestwick Carr*, and thereby diminishing the Power of the said Rivers, and of injuring and damaging the said Mills and other Works situate upon or near to the said Rivers respectively; be it therefore enacted, That the said Company shall not take or divert, for the Purposes of the said Waterworks, any Part of the Water from the said Lands called *Prestwick Carr* at any Time unless and so long only as when the general Level of the Surface of the Water on the said Carr is not only at or above the Level of the lower Bed of the Springer of the Arch at the North-east Corner of a certain Bridge near the West End of the said Carr called *Berwick Hill Bridge*, at a Point where a Mark and the Letters P.C. have been cut to identify the same, but also at or above the

the Level of Twenty-two Feet Eleven Inches below the Top of the Base Course at the North-west Corner of the Parsonage House lately erected on the said Carr, near to the public Road leading from *Mason* and *Dinnington* to *Horton Grange*, which Corner is also marked by the Letters P.C. being cut upon the same, or to take or divert for the Purposes of the said Waterworks any Part of the Water from any Stream or Streams, Spring or Springs, which flow into or discharge themselves into the said Lands called *Prestwick Carr* at any Time or Times whatever, excepting only the Water from certain Springs which arise in or about the West End of *Dinnington*, and which flow or run and discharge themselves into *Prestwick Carr* aforesaid between *Dinnington* and *Moory Spot*, and certain other Springs or Feeders of Water which arise in the said *Prestwick Carr* on the East Side of the public Road or Highway leading from *Mason* and *Dinnington* to *Horton Grange*, and which now run or flow past the North Side of the aforesaid Parsonage House, or to take any Water directly from the River *Pont*, or to take or divert any Water from any Stream or Streams, Feeder or Feeders, Spring or Springs, which flow into a certain Rivulet or Brook called the *Ouseburn*, in the Townships of *Fawdon* and *West Brunton*.

Regulating Construction of Reservoir on Prestwick Carr.

XXXVIII. And be it further enacted, That the said Company shall and they are hereby required to construct and make their Reservoir and other Works to be made in or upon *Prestwick Carr* aforesaid so and in such Manner as to prevent the Water from the same Carr flowing into the said Reservoir or other Works when and so long as the Level of such Water is at or below the Level at which for the Time being the said Company are allowed to take the same under the Provisions of this Act.

Penalty on Company taking Water below the required Level.

XXXIX. And be it further enacted, That in case the said Company shall take or divert for the Purposes of the said Waterworks any Part of the Water from the said Lands called *Prestwick Carr* at any Time when the general Level of the Surface of the Water on the said Carr is at or below the before-mentioned Level at which the said Company are allowed to take the Water under the Provisions of this Act, or shall take or divert for the Purposes of the said Waterworks any Part of the Water from any Stream or Streams, Spring or Springs, which flow into or discharge themselves into the said Lands called *Prestwick Carr* at any Time or Times whatever, excepting only the Water from certain Springs which arise in or about the West End of *Dinnington*, and which flow or run and discharge themselves into *Prestwick Carr* aforesaid between *Dinnington* and *Moory Spot*, and certain other Springs or Feeders of Water which arise in the said *Prestwick Carr* on the East Side of a public Road or Highway leading from *Mason* and *Dinnington* to *Horton Grange*, and which now run or flow past the North Side of the aforesaid Parsonage House, or shall take any Water directly from the River *Pont*, or shall take or divert any Water from any Stream or Streams, Feeder or Feeders, Spring or Springs, which flow into the aforesaid Rivulet or Brook called the *Ouseburn*, the said Company shall forfeit and pay, over and above the Amount of any Damage or Injury done or occasioned

to

to any Person or Persons by such taking or Diversion, to each and every Person who shall have sustained any such Damage or Injury, the Sum of Fifty Pounds for such taking or Diversion, and also a further Sum of Ten Pounds for each Day during which such taking or Diversion of Water shall continue; which respective Penalties, together with full Costs of Suit, shall and may be levied and recovered, by Warrant under the Hands and Seals of Two of Her Majesty's Justices of the Peace acting for the said County of *Northumberland*, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer.

For ascertaining if Water is taken below the required Level.

XL. And be it further enacted, That it shall be lawful for any Person or Persons, being the Owner, Lessee, or Occupier, or Owners, Lessees, or Occupiers, of any Mill or Mills or other Works situate upon or wholly or partially turned by or using the Water of the River *Pont* or the River *Blyth*, and for the Engineer or Agent of or appointed by any such Person or Persons, at all reasonable Times to enter into and upon the Premises or Waterworks of the said Company, and to inspect and examine the Pipes, Aqueducts, Reservoirs, Machinery, and other Works of or belonging to the said Company, for the Purpose of ascertaining whether the Water from the said *Prestwick Carr* is or is not taken or diverted by the said Company when the Level of the Surface of the Water on the said Carris at or below the Level at which for the Time being the said Company shall be authorized to take or divert the same, by virtue of the Provisions in this Act contained, or any Agreement or Award made in pursuance thereof, or for the Purpose of ascertaining whether the said Company do or do not take or divert any Water from any River, Spring or Springs, Feeder or Feeders, from which they are by this Act prohibited from taking or diverting any Water: Provided that not more than Five Persons be engaged in any such Inspection in any One Day, and that the Person or Persons making such Inspection shall thereby interfere with or interrupt the Business of the said Company as little as may be: Provided also, that in case the said Company shall refuse to admit any such Person or Persons as aforesaid, or his or their Engineer or Agent, into or upon the Premises of the said Company, for the Purpose of making such Inspection and Examination as aforesaid, or shall refuse to order their Servants, Agents, or Workmen to assist in making such Inspection or Examination, or shall in any Manner prevent, hinder, or obstruct such Inspection or Examination from being made, they the said Company shall in every such Case forfeit and pay to the Person or Persons who or whose Engineer or Agent shall be refused Admittance to the Premises of the said Company, or shall be prevented or hindered or obstructed in making such Inspection or Examination as aforesaid, the Sum of Three Pounds and Three Shillings, which, together with reasonable Costs, shall and may be levied and recovered by Warrant under the Hands and Seals of Two of Her Majesty's Justices of the Peace acting for the said County of *Northumberland* not interested in the Matter, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer.

XLI. And

Owners of Mills may give Notice to the Company that the taking Water at the specified Level is injurious to their Interests, and demand another Level.

XLI. And be it further enacted, That it shall be lawful for the Owner, Lessee, or Occupier, or Owners, Lessees, or Occupiers, of any Mill or Mills or other Works situate upon or wholly or partially turned by or using the Water of the River *Pont* or the River *Blyth*, at any Time or Times and from Time to Time, as often as Occasion shall require, within the Period of Four Years, to be computed from the Time when the said Company shall begin to supply any Water to the said Town and County of *Newcastle-upon-Tyne*, under the Provisions of this Act, from the said Lands called *Prestwick Carr*, to give Notice in Writing to the said Company, stating that although, when the Water is taken or diverted from the said *Prestwick Carr* by the said Company for the Purposes of their said Waterworks, the general Level of the Surface of the Water on the said Carr is or may be at or above the Level at or above which the said Company are or may for the Time being be authorized or empowered to take or divert the Water from the said *Prestwick Carr* by virtue of the Provisions in this Act contained, or any Agreement or Award made in pursuance thereof, yet that such taking or Diversion of the Water from the said *Prestwick Carr* causes or hath caused Injury to him or them the Person or Persons giving such Notice, by detaining or diminishing the Supply of Water necessary for turning or used at the Mill or Mills or other Works of such Person or Persons, and demanding that after the Expiration of One Calendar Month from the Time of giving such Notice no Water shall be taken or diverted from the said *Prestwick Carr* by the said Company for the Purposes of their said Waterworks, when the general Level of the Surface of the Water on the said *Prestwick Carr* is below some other Level to be agreed upon between the Person or Persons giving such Notice and the said Company; and in case the Person or Persons giving such Notice and the said Company do not, within Fourteen Days after the giving of the same Notice, agree as to the general Level of the Surface of the Water on the said *Prestwick Carr* below which no Water shall be taken or diverted from the said Carr by the said Company for the Purposes of their said Waterworks, after the Expiration of the said One Calendar Month from the Time of giving such Notice, then it shall be referred to Two Engineers or other competent Persons, one to be appointed by the said Company, and the other to be appointed by the Person or Persons giving such Notice as aforesaid or the Majority of them, and at the sole Expence in all respects of the said Company (except as after mentioned), to ascertain and determine, by all proper and necessary Observations, Marks, or Indications, the general Level of the Surface of the Water in *Prestwick Carr* aforesaid below which it shall not be lawful for the said Company to take or divert any Water from the said *Prestwick Carr* for the Purposes of their said Waterworks, allowing to the said Company a reasonable Time, being not more than One Calendar Month after the Delivery of the Award of the said Referees or their Umpire, to make the Alterations in their Pipes and Machinery necessary for obeying such Award; and in case the said Referees so to be appointed as aforesaid cannot agree in their Decision of the Matters so to be referred to them within the Time to be limited by them for that Purpose, the Matter in question shall be referred, at the like Expence of the said Company, to a Third Engineer or other competent Person as Umpire, who shall be named by the Two first-mentioned Referees

Reference to be made to Two Engineers.

before they shall enter upon the Business referred to them; and the Award or Awards of the said Referees or Umpire (as the Case may be) shall from Time to Time be enrolled in the Office of the Clerk of the Peace for the said County of *Northumberland*, within One Calendar Month after the Date and Execution thereof, and a Copy of the same, signed by the Clerk of the Peace for the said County of *Northumberland* or his Deputy, shall be deemed good Evidence in all future Inquiries or Disputes between the said Company and any other Person or Corporation whatsoever.

Providing for Costs of Reference.

XLII. Provided always, and be it further enacted, That if the said Referees or Umpire shall determine that no material Alteration is necessary or ought to be made in the general Level of the Surface of the Water on the said Carr at or above which the said Company are or may for the Time being be authorized or empowered to take or divert Water from the said *Prestwick Carr* by virtue of the Provisions in this Act contained, or any subsisting Agreement or Award made in pursuance thereof, then One Half of the Costs and Expences of such Reference shall be borne and paid by the Person or Persons giving such Notice: Provided also, that in case the said Company or the other Party or Parties in dispute shall neglect or refuse, for Twenty-one Days next after Notice shall have been given to or by the said Company of the Intention to refer the Matter in dispute to Arbitration, to appoint a Referee to determine the Matters in dispute as aforesaid, or in case the said Two Referees shall not within One Calendar Month next after their Appointment agree in naming and appointing an Umpire between them, and in fixing a Time for making their Award in the Premises, it shall be lawful for any Two or more of Her Majesty's Justices for the said County of *Northumberland*, not interested in the Matters in question, and they are hereby required, at the General Quarter Sessions or at any Special Sessions to be holden for the said County, upon Ten Days previous Notice in Writing being given to the Party or Parties neglecting or refusing to appoint such Referee or Umpire as aforesaid, to name and appoint some fit and proper Person to be a Referee or Umpire to determine such Matters in dispute as aforesaid, or to fix the Time for making their Award, as the Case may be; and such Referee or Umpire so appointed is hereby empowered to act and determine in such Reference in the same Manner as if he had been originally appointed to act therein by the Party or Parties so neglecting or refusing as aforesaid, and the Time for making the Award so fixed by such Justices shall be conclusive; and in case the said Referees or Umpire, or either of them, shall die, or refuse or neglect or become incapable to act in the said Reference before the same shall be determined, then other fit and proper Persons shall be in like Manner chosen and appointed in the Room and Stead of the Referee or Umpire so dying, or neglecting or refusing or becoming incapable to act in the Premises; and the Award and Determination of such new Referees or Referee, or Umpire, as the Case may be, shall be binding and conclusive on all the Parties interested and concerned in such Reference: Provided always, that in every Case of Reference under any of the Provisions of this Act the Agreement or Submission to such Reference shall be made a Rule of One of Her Majesty's Courts of Record at *Westminster*; and the Costs of such References from Time

In case Parties refuse to refer the Matter in dispute to Arbitration, or the Referees shall not agree.

to Time in all Cases shall be borne and paid by such Party or Parties, and in such Manner, as the Costs attending any Damages or other Matter required to be ascertained and settled by a Jury are herein directed to be borne and paid.

Referees may proceed in case Parties do not attend.

XLIII. Provided also, and be it further enacted, That in case the said Company, or the other Person or Persons in dispute, or any of them, shall refuse or neglect to attend, by themselves or their Agents, the Referees or Umpire, when required so to do, after Seven Days Notice given to them by the said Referees or Umpire, it shall be lawful for the said Referees or Umpire, on due Proof of the Service of such Notice, to proceed *ex parte* and in the same Manner as if all the said Parties had duly attended such Reference; and the Decision of such Referees or Umpire shall be binding and conclusive on all Parties interested therein, notwithstanding such Refusal or Neglect to attend the said Referees or Umpire as aforesaid.

After Level determined, Company to be subject to Penalties for Diversion of Water.

XLIV. And be it further enacted, That when and so often as the general Level of the Surface of the Water on the said *Prestwick Carr*, below which it shall not be lawful for the said Company to take or divert any Water from the said Carr for the Purposes of their said Waterworks, shall have been determined, either by Agreement between the Parties in dispute or by the Award of the Referees or Umpire acting in that Behalf, if the said Company shall take or divert, or continue to take or divert, any Water from the said *Prestwick Carr* when the general Level of the Surface of the Water on the said Carr is below the Level so determined, they the said Company shall be subject and liable to the several Penalties, and such Penalties shall be recovered, levied, paid, and applied in the same Manner, as the Penalties to which they are herein-before made subject and liable in case they shall take or divert, or continue to take or divert, any Water from the *Prestwick Carr* when the general Level of the Surface of the Water on the said Carr is below the Level first herein-before mentioned.

Act not to prejudice any Proceedings or Suit.

XLV. Provided always, and be it further enacted, That nothing in this Act contained shall prevent or prejudice any Party or Parties who may be in dispute or difference touching any Matter or Thing done or alleged or threatened to be done contrary to the Powers, Authorities, or Provisions in this Act contained, or any of them, from or in commencing and prosecuting any Action, Bill, Suit, Prosecution, or Plaint or other Proceeding in any of Her Majesty's Courts of Law or Equity.

Provisions regulating Level not to give any Right than such as are at present possessed.

XLVI. Provided always, and be it further enacted, That none of the Enactments, Clauses, and Authorities herein contained concerning or relating to the taking and using Water from *Prestwick Carr* aforesaid, or limiting the Level below which the said Water shall not be taken by the said Company, shall give to or vest in the Proprietors of the Mills and other Works situate upon and near to the said Rivers *Pont* and *Blyth*, as against the said *Bertram Osbaldeston Mitford*, as such Lord of the Manor aforesaid, and the several Persons entitled

to

to Right of Common on the said Waste or Carr, any other Estate, Right, Title, Interest, Privilege, or Advantage in or to the Use and Enjoyment of the said Water from *Prestwick Carr* aforesaid than such Proprietors of the Mills and Works aforesaid had were possessed of, or entitled to before the passing of this Act, any thing hereinbefore contained to the contrary thereof notwithstanding.

Act not to empower the Company to injure the Works of the Newcastle Waterworks or of the Newcastle Subscription Water Company.

4 & 5 W. 4. c. 18.

XLVII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company hereby established to encroach upon, injure, or interfere with any Cuts, Drains, Tunnels, Conduits, Pipes, Aqueducts, or other Works made or used either by the Persons for the Time being interested in the *Newcastle-upon-Tyne* Waterworks, which were established by *William Yarnold* of *New Woodstock* in the County of *Oxford*, Gentleman, or made or used by the *Newcastle* Subscription Water Company, established under the Authority of an Act of Parliament made and passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the Town and County of the Town of* Newcastle-upon-Tyne *and the Neighbourhood thereof.*

Plan and Book of Reference to remain in Custody of Clerk of the Peace.

XLVIII. And whereas Plans describing the Situation of the intended Reservoirs, Aqueducts, and Works, and the Lands upon, in, or through which the same respectively are intended to be made or carried, together with Books of Reference to such Plans, containing Lists of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the respective Clerks of the Peace for the Town and County of the Town of *Newcastle-upon-Tyne*, and for the Counties of *Northumberland* and *Durham*; be it therefore enacted, That the said Plans and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace; and all Persons interested in any Manner in such Lands shall have Liberty, at all reasonable Times, to inspect and to make Extracts from or Copies of the said Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the same may be the Sum of One Shilling for every Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plans or Books of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, certified by the said Clerks of the Peace, or one of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere: Provided always, that the said Company shall not make any Deviation whatever in laying and making such Waterworks, Reservoirs, Aqueducts, Conduits, and Works within the said Barony or Manor of *Mitford*, nor make any other Reservoirs in the said Barony or Manor, without the Consent in Writing of the said *Bertram Osbaldeston Mitford.*

Houses and Gardens not to be used without Consent, unless

XLIX. And be it further enacted, That nothing herein contained shall authorize the said Company or any Person acting under their Authority to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth

Thirtieth Day of *November* One thousand eight hundred and thirty-nine, or any Land which was then set apart and used as and for a Garden or Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, other than and except such as are mentioned and set forth in the Schedule to this Act annexed. specified in the Schedule.

L. And be it further enacted, That the said Company, in constructing and completing the several Works by this Act authorized, shall (except as herein-before mentioned) have full Power and Authority to deviate from the Lines and Situations of such respective Works as delineated in the said Plan deposited with the said Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, or in passing through Towns or Land covered with Buildings to a greater Distance than Ten Yards, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference. Company empowered to deviate from the Plan to an Extent of One hundred Yards.

LI. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Reservoirs, Aqueducts, and other Works in the Situation or Course, and upon, in, or through the Lands delineated on the said Plans, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule hereto, or in the Book of Reference to the said Plans, if (in the event of Dispute about the same) it shall appear to any Two or more Justices of the Peace for the County, Borough, or Place in which the Lands so omitted, mis-stated, or erroneously described may lie, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and every such Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace for the County, Borough, or Place for which such Justice shall so act. Unintentional Errors in Act or Plan or Book of Reference not to prevent the Execution of the Act.

LII. And be it further enacted, That the Limits of this Act shall be deemed and taken to extend to and include the Parish of *Saint Nicholas*, the several Parishes or Parochial Chapelries of *All Saints*, *Saint John*, and *Saint Andrew*, and the several Townships of *Westgate*, *Elswick*, *Fenham*, *Jesmond*, *Byker*, and *Heaton*, all within the Town and County of the Town of *Newcastle-upon-Tyne*, *Benwell* in the County of *Northumberland*, and the Borough and Parish of *Gateshead* in the County of *Durham*, and the several Parishes, Townships, and Places adjacent thereto, and in or through which any Part of the Waterworks hereby authorized to be made may be made or be situate. Prescribing the Limits of the Act.

LIII. And be it further enacted, That, for the Purposes and subject to the Provisions and Restrictions of this Act, it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into Power to take Lands for the Purposes of this Act.

and upon the Lands of any Person whomsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, or manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein, or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for constructing, completing, maintaining, altering, repairing, or using the Works by this Act authorized, or which may obstruct the constructing, completing, maintaining, altering, repairing, or using the same, according to the true Intent and Meaning of this Act; and also from Time to Time to continue, cleanse, open, enlarge, alter, repair, and use or discontinue the said Works or any of them, and to substitute others in their Stead; and also from Time to Time to dig and break up the Soil and Pavements of any of the Highways, Streets, and Roads within the Limits of this Act, and generally to do and execute all other Matters and Things necessary or convenient for constructing, completing, maintaining, altering, or repairing and using the said Works, and for conveying and bringing a sufficient Supply of Water to and through all and every the Highways, Streets, and Roads within the Limits aforesaid for the Use of the Inhabitants thereof, and for distributing and conveying such Water to the respective Houses, Manufactories, Workshops, Offices, and other Buildings and Premises within the Limits of this Act; they the said Company, their Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction, in manner herein-after mentioned, to all Persons interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Power to purchase Lands.

LIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to treat and agree for the Purchase of any Lands required for the Purposes of this Act, or of any Estate, Right, or Interest therein respectively, for the absolute Purchase of such several Premises, or any of them, or any Part thereof, or of any Estate, Right, or Interest therein respectively, which shall be necessary to be purchased for any of the Purposes herein-before mentioned.

Provision for Deficiencies in Land Tax.

LV. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships in which the Reservoirs and other Works hereby authorized may be situate; be it therefore enacted, That the said Company shall, when and so soon as they shall have become seised or possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby

authorized to be made shall be completed and assessed to such Land Tax, (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax,) be subject and liable, from Time to Time, to pay and make good, to or in aid of the said several Parishes or Townships, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason or means of taking or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer of the said Company, or the Collector or Receiver of the several Rates by this Act granted, as herein-after mentioned, is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector or Collectors of the said Assessments.

Company may purchase Property of Newcastle Subscription Water Company with Consent.

LVI. And whereas by an Act passed in the Fourth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the Town and County of the Town of* Newcastle-upon-Tyne *and the Neighbourhood thereof*, certain Persons were incorporated by the Name and Style of "The *Newcastle* Subscription Water Company": And whereas it is expedient to enable the Company by this Act incorporated to purchase all or a Portion of the Pipes, Reservoirs, Aqueducts, and other Works of the said Company; be it therefore enacted, That it shall be lawful for the Company hereby incorporated, and for the *Newcastle* Subscription Water Company, if they see fit so to do, to treat and agree for the Purchase from such last-mentioned Company of all or of any Portion of their Undertaking, or of all or any of the Works connected therewith or belonging to them, and such Purchase shall be upon such Terms and for such Considerations in Money or Shares in the Company hereby incorporated, or otherwise, as the said Companies shall, by Agreement under their Common Seals, mutually agree upon and determine: Provided always, that it shall not be lawful for either of the said Companies to complete any such Agreement as aforesaid until a Draft of the same shall have been submitted to the respective Meetings of the Proprietors of the respective Companies to be convened and held specially for that Purpose, nor unless such Agreement shall have been approved of by at least Three Fifths of the Proprietors in the Company hereby incorporated present at such Meeting, either in Person or by Proxy, and by the Proprietors entitled to Three Fourths in Number of the Shares in the said *Newcastle* Subscription Water Company, the Approval of such last-mentioned Proprietors to be signified in Writing under their Hands.

Persons under legal Disability empowered to convey Lands.

LVII. And be it further enacted, That it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs, Successors, and Issue respectively, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy, or for any Estate,

Estate, Right, Title, or Interest to take effect on the Determination, or wholly or partly in substitution for such partial, qualified, or defeasible Estate or Interest, and as to such Husbands also on behalf of their Wives, and as to such Guardians on behalf of their Wards, and as to such Committee also on behalf of the Lunatics and Idiots respectively, and as to all the aforesaid Persons, in the same Manner and to the same Extent, and so as to bind the same Persons and Estates respectively as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act or otherwise in case they respectively had been under no Disability, and as to all such Trustees also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised, possessed of, or interested in any Lands authorized to be taken for the Purposes of this Act, to contract for the Sale thereof, and to convey to the said Company their own Estates and Interests in the same Lands, or any Part thereof, and also the Estates, Rights, or Interests, whether legal or equitable, of the several Persons on whose Behalf they are hereby authorized to contract, or as the said Company shall direct for the Purposes of this Act; and all such Contracts, Sales, Assignments, Surrenders, and other Conveyances which shall be so made as aforesaid shall be good and valid in the Law to all Intents and Purposes, and the same shall be deemed and considered to bar all Rights and Titles to Dower, and all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and to the Lands in such Conveyance respectively comprised; and every such Corporation, Tenant for Life or in Tail, or Person having a qualified or partial Estate or Interest, and all such Husbands, Guardians, Feoffees, Trustees, Committees, and all other Persons, is and are and shall be hereby indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

Conveyances to be made at the Expence of the Company.

LVIII. And be it further enacted, That all Conveyances, Assignments, Surrenders, and Assurances of any Lands, or of any Estate or Interest therein, to be made to the said Company, shall be made at the Expence of the said Company, and may be in the Form or to the Effect following, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Form of Conveyance.

'I *A.B.* of in consideration of the Sum of
'to me [*or* (*as the Case may be*) into the Bank of *England*, in
'the Name and with the Privity of the Accountant General of the
'Court of Exchequer, *ex parte* "The *Newcastle-upon-Tyne* and
'*Gateshead* Union Water Company;" *or* to *C.D.* of and
'*E.F.* of Two Trustees appointed to receive the same,
'pursuant to the Act after mentioned], paid by "The *Newcastle-*
'*upon-Tyne* and *Gateshead* Union Water Company," [*or* the said
'Company,] established or incorporated by an Act of Parliament
'passed in the Year of the Reign of Her Majesty Queen
'*Victoria*, intituled [*here set forth the Title of this Act*], do hereby
'convey

'convey [*or, in Cases of Copyhold or Customary Lands requiring* '*Surrender,* do hereby agree to surrender] to the said Company, 'their Successors and Assigns, all [*describing the Premises to be* '*conveyed, or agreed to be surrendered,*] together with all Ways, 'Rights, and Appurtenances thereunto belonging, and all such Estate, 'Right, Title, and Interest in and to the same and every Part 'thereof as I am or shall become seised or possessed of, or am by 'the said Act capacitated or empowered to convey [*or* surrender]; to 'hold the Premises to the said Company, their Successors and Assigns, 'for ever, according to the true Intent and Meaning of the said Act. 'In witness whereof I have hereunto set my Hand and Seal the ' Day of in the Year of our Lord One thousand 'eight hundred and .'

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, but although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the said Company, and to attend the Reversion and Inheritance.

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

LIX. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Corporation or any Person under any Disability or Incapacity, as in this Act mentioned, or not having Power to sell except under the Provisions herein contained, or who shall be absent from *England*, or not conveniently found, or be incapable of entering into a Contract for the Sale of such Lands, shall in no Case be less than such Sum as the same shall be estimated at by the Verdict of a Jury, or by Two able practical Surveyors, one of whom shall be nominated by the said Company, and the other by the Corporation or Person contracting or agreeing to sell the same; and if such Two Surveyors shall not agree in the Valuation thereof, then by such Third Surveyor as any Two Justices acting for the said County of *Northumberland* shall for that Purpose nominate; and each of the said Two Surveyors, if they shall agree in and make their Valuation, or if not, then the Surveyor so to be nominated by the Justices as aforesaid shall annex to their or his Survey or Estimate or Valuation, when completed, a Declaration of the Correctness thereof.

Conveyance of Copyholds.

LX. And be it further enacted, That if any Contract or Agreement shall be made or entered into for or in respect of any Lands to be taken or used by virtue of the Powers of this Act for the Purposes thereof, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract and Agreement shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or be Parcel, according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estate and Interest

as such Conveyance as aforesaid made by the same Person would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until the said Company shall contract with the Lord or Lady for the Time being of such Manor, or if infant, lunatic, or idiot, then with his or her Guardian or Committee, for the Enfranchisement of such Lands; and such Lord or Lady, whether sole or married, and whether Trustee or seised in his or her own Right, and his or her Guardian or Committee, if infant, lunatic, or idiot, is hereby empowered to contract for the Enfranchisement of and to enfranchise the same Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed to be used in the Case of the Conveyance of Freehold Lands, or by any other Form of Conveyance, notwithstanding that he or she shall be seised of or entitled to the same Manor for a less Estate than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord or Lady from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he or she would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord or Lady shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him or her in respect of such Fines, Heriots, or other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, and also the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Tenements of which a Part only shall be taken for the Purposes of this Act, and also the Price to be paid by the said Company for the Enfranchisement of any such Lands (and which Purchase, in case the Lord or Lady of such Manor shall require the same, shall be compulsory on the said Company,) shall, if not settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken is directed by this Act to be settled in case of Dispute as to the Value thereof.

Waste Lands to be conveyed by the Lords of Manors.

LXI. And be it further enacted, That when in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by the Lord of the Manor wherein such Common or Waste Land or other Lands shall be situate, if he be entitled to the Soil thereof, or in case the same shall not be the Waste of any Manor, or the Lord of the Manor be not entitled to the Soil of the same, then by the Corporation

tion or Person having such Estate or Interest in the Soil of the said Lands as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands, (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands,) shall be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall (except as herein-after provided to the contrary) be paid by the said Company to the Parties entitled to the said Commonable or other Rights, or entitled to any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require) be deposited in the Bank of *England*, in manner by this Act directed in case of other Lands taken by the said Company.

Where Commoners exceed Twelve in Number a Meeting to be called.

LXII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over such Common or Waste Lands or other Lands as aforesaid shall exceed Twelve in Number, it shall be lawful for the said Company to call a Meeting of such Parties by Notice in Writing, to be affixed, at least Fourteen Days before such Meeting, on the principal outer Door of the Parish Church of *Ponteland* and *Dinnington*, and also by public Advertisement to be inserted Twice at least in some Newspaper circulating in the County in which such Lands shall be situate, for the Purpose of appointing, and the Majority of which Meeting shall have Power to appoint, a Committee to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, and to receive the same for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or, being held, shall not appoint a Committee as hereinbefore directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as

last

last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury as is hereby authorized, the Notices required to be given for that Purpose may be served on any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode.

Application of Compensation Money paid to Freemen.

LXIII. And whereas the Line of the Aqueduct is intended to pass through Part or Parts of certain Lands and Grounds called the *Town Moor*, *Castle Leazes*, and *Nuns Moor*, within the Town and County of the Town of *Newcastle-upon-Tyne*, in which Lands the resident Freemen and resident Widows of deceased Freemen of the said Town of *Newcastle-upon-Tyne* are or claim to be entitled to certain Rights and Interests; and it is expedient that some Provision should be made for the Application of such Sum or Sums of Money as may from Time to Time be received or payable for Compensation in respect thereof; be it therefore enacted, That all Sums of Money to be paid by the said Company as Compensation for and in respect of the Rights or Interests of the said Freemen in the said Lands called the *Town Moor*, *Castle Leazes*, and *Nuns Moor*, which shall be taken or used for the Purposes of this Act, or shall be damaged by the Exercise of the Powers hereof, shall from Time to Time be paid to the Stewards of the incorporated Companies for the Time being of the said Town of *Newcastle*, to be by them applied and appropriated for and towards the Cultivation and Improvement of the said *Town Moor*, *Castle Leazes*, and *Nuns Moor*.

Rents of Leases to be apportioned.

LXIV. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease, for a Term of Years unexpired, shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken is hereby directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall settled by Agreement between the Parties, such Agreement shall be be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rents, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect

any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Mortgagees to convey to Company.

LXV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands required to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not, or whether such Mortgage shall affect such Lands solely, or jointly with any other Lands which shall not be so required,) shall, on Payment or Tender by the said Company, or by any Person by them authorized, of the Principal Money, and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, which Tender and Payment the said Company are hereby authorized to make, and to deduct the same from any Sum agreed or directed to be paid for the Estate or Interest of the Party entitled to the Equity of Redemption of and in the Lands so mortgaged, in case the same shall be sufficient for the Purpose, immediately alien, release, assign, and transfer the respective Interests of such Mortgagees in such Lands to the said Company, or to such Person and in such Manner as they shall appoint; and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyances of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the Lands so required to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid, on such Payment or Tender, then, on Payment of the same into the Bank of *England* to the Account of the Mortgagee, all Interest on every such mortgaged Debt, and all Claim and Right of every such Mortgagee thereto, shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall refuse or neglect to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage as aforesaid, into the Bank of *England*, at or before the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, at any Time within Six Calendar Months after Tender of the Principal, Interest, and Costs, and Six Calendar Months Interest in advance as aforesaid, the Cashier of the

said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon, or upon such Alienation, Release, Assignment, or Transfer, all the Estate, Right, Title, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, or for whom he shall be Trustee, shall vest in the said Company.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

LXVI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands, whether absolutely or for such Estate as might capacitate him to convey for the Purposes of this Act on the one Part, and the said Company on the other Part; and in case of any Difference between them, or in case the Mortgagee, or the Person entitled to the Equity of Redemption, shall be absent from *England*, or not to be found, or under any Disability or Incapacity, then such Value and Compensation shall be determined by the Verdict of a Jury, in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature, and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used, from all Principal, and Interest, Costs, and other Monies due or secured thereon, and thereupon such mortgaged Lands shall become vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof

thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall be taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Satisfaction to be made for Lands taken.

LXVII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, and the respective Owners, Lessees, and Occupiers of any Lands through or upon which the said Reservoirs and Aqueducts are by this Act authorized to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, the Purchase Money for such Lands, or for the Interest therein by them conveyed, and also Compensation for and on account of any Damage or Loss which may be sustained by such Persons by reason of the taking thereof, or otherwise by reason of the Execution of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid), and Lessees and Occupiers respectively, and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount and Value of such Purchase Money or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled, if required, by the Verdict of a Jury as herein-after is directed.

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

LXVIII. And for settling all Differences which may arise between the said Company and the several Owners, Lessees, and Occupiers of, or Persons or Corporations interested in, any Lands which shall or may be taken, used, or damaged or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or Person so interested, or entitled or capacitated to sell, agree, convey, or release as aforesaid, or any other Person, shall not agree with the said Company as to the Amount of such Purchase Money or Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Compensation as aforesaid shall refuse to accept such Purchase Money or Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within One Calendar Month next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any such Parties as aforesaid shall, for the Space of Three Calendar Months next after Notice in Writing shall have been given to any of such Trustees or Parties respectively, or left

left at his last or usual Place of Abode, neglect or refuse to treat, or shall not agree with the said Company, for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates and Interests which they respectively are hereby capacitated to convey therein, or shall, by reason of Absence, be prevented from treating, or shall, by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act or for the Purchase of Lands required for the Purposes of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County where such Lands shall be situate, or in case such Sheriff or his Under Sheriff shall be One of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of the said County not interested as aforesaid, or if all the Coroners shall be so interested then to some Person then living in the said County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to impannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged, and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve, and all Parties concerned may have their lawful Challenges against any of the said Jurymen,

but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or being Quakers upon their Affirmation, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby authorized and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money or Compensation as shall be assessed by such Jury: Provided always, that in such Inquiry the Person claiming Compensation shall be treated as Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions of Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode.

Verdicts to be recorded.

LXIX. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County where such Lands shall be situate among the Records of the Quarter Sessions of such County, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for such Copy after the Rate of Sixpence for every One hundred Words.

Penalties upon Sheriffs, &c., Jurors or

LXX. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default

Witnesses, making default.

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

Jurors to be under the same Regulations as in the Courts at Westminster.

LXXI. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue in any of Her Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of Jury how to be paid.

LXXII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation for any Damage which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and the reasonable Fees to be paid to Counsel for Attendance before such Jury, and otherwise incident to the said Inquisition, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid;

and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied by Distress and Sale of any Goods and Chattels of the said Company, or of their Treasurer, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County where such Lands shall be situate, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, then One Moiety of the said Costs, Charges, and other Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Tender or Payment in Satisfaction of the Whole thereof.

Power to enter Lands on Payment or Tender of Purchase Money.

LXXIII. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner in this Act mentioned, for the Purchase of any Lands for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or upon Payment of such Money into the Bank of *England*, in the several Cases by this Act authorized and directed, to the Credit of the Parties interested in such Lands, then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Curtesy, and all Estates Tail, and other Estates in Reversion and Remainder, and also all Titles, Limitations, and Trusts whatsoever of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands, for any of the Purposes of this Act, except as herein-after mentioned, without the previous Consent of the Persons in Receipt of the Rents and Occupiers thereof respectively; provided nevertheless, that the said Company shall be at

liberty

liberty to enter upon the said Lands, for the Purpose of setting out and marking, by Stakes or otherwise, the Situation of the said Reservoirs, and the Line of the said Aqueducts, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, with the Consent of the Owners and Occupiers thereof, or without their Consent, at such reasonable Times, and under such Regulations and Restrictions, as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands, or any Part thereof, may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the Lands may be.

Penalty for entering on Lands without Payment of Purchase Money.

LXXIV. And be it further enacted, That if the said Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes herein-before mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in Possession or Receipt of the Rents and Profits, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Ten Pounds for every Day, and so in proportion for any fractional Part of a Day, they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession and Receipt of the Rents and Profits of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall, *bonâ fide* and without Collusion, have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person, although such Person may not have been legally entitled to receive the same, or shall have *bonâ fide* made an incorrect Deposit thereof, nor shall any Decision of Justices, under the Provisions herein-before contained, be held conclusive as to the Right of Entry by the said Company: Provided also, that the said Company shall, after Notice of this Provision to any Contractor, be entitled to recover from such Contractor any Penalty in which they may have been convicted in consequence of the Acts of such Contractor done without the Authority of the said Company.

LXXV. And

Costs and Expences of Titles to be paid by the Company.

LXXV. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Premises so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Premises shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the said Premises so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

How such Costs and Expences are to be ascertained.

LXXVI. And be it further enacted, That if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer, and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court, to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof, it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Party from whom the Premises shall have been purchased or taken, to be paid to the Party aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Premises so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sum claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex-parte* "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," pursuant to the Method prescribed by the herein-mentioned Act, passed in the First Year of the Reign of His Majesty King *George* the Fourth, which Sum shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences:

Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless the Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expences shall be paid and borne by the Party from whom the said Premises were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Notice of Injury to be given to the Company before Complaint.

LXXVII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall, after Demand made by or on behalf of the said Company, stating this Provision, have been given by such Person or Corporation to the said Company within the Space of Two Calendar Months after such Demand shall have been made by or on behalf of the said Company.

Settling Disputes as to Damages to a small Amount.

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

Application of Compensation Money amounting to 200*l.*

LXXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any Lands being of Copyhold or Customary Tenure, or for any Compensation which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto or interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed

the

the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex-parte* "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the general Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way, upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest, and annual Produce thereof, shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

1 G. 4. c. 35.

When less than 200*l.* and exceeding 20*l.*

LXXX. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken

or

or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hand of the nominating Party and of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not exceeding 20*l.*

LXXXI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit, or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees.

In case of not making out Titles, &c. the Money to be paid into the Bank.

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

for

for what and for whose Use (describing as aforesaid) the Sum is received, and in respect of what Purchase the same has been so paid in.

Persons in Possession presumptively entitled.

LXXXIII. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents and Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court, and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

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

LXXXIV. Provided always, and be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands to be purchased, taken, or used under the Authority of this Act, or from any other Cause, except the wilful Refusal of such Person or Corporation to convey the said Lands, or to accept the Purchase or Compensation Money, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of such Lands, and also the Costs, Charges, and Expences of the Investment of the Purchase or Compensation Money in Government or Real Securities, and in the Reinvestment of the same in the Purchase of other Lands, together with the necessary Costs and Charges of obtaining the proper Orders, and all other Proceedings for such Purposes, except such as may be occasioned by Litigation between Claimants, and for the Payment of the Dividends and Interest of such Government or Real Securities in which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

Tenants at Will, &c. to quit Lands after Notice.

LXXXV. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than

than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precepts be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

Interest of such Tenants may be settled by a Jury.

LXXXVI. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver Possession of his Term or Interest therein shall, within Three Calendar Months after Demand in Writing made by the said Company setting forth this Provision, which Demand the said Company are hereby required to make at the Time of giving such Notice as aforesaid, give the said Company previous Notice in Writing thereof, stating the Period of such unexpired Term or Interest, the said Company shall and they are hereby required to pay or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Compensation for the Value of his unexpired Term or Interest in the said Premises, which Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Enabling the Company to sell Land not wanted.

LXXXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal and for such Consideration as they may deem reasonable to convey to the Purchasers thereof, any Part of any superfluous Lands as shall not be required for the Purposes of this Act, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous, and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same

same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, at such Price or Prices as the Company shall be disposed to sell the same, or can or may obtain for the same from any other Person or Persons, such Persons being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting, in respect of the Lands included in such Offer of Sale, shall cease; and a Declaration in Writing, made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place where such Lands shall be situate, as the Case may be, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company, pursuant to the Authority by this Act in them reposed, shall be judged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed, or meant and intended to be conveyed and granted, by any such Conveyance: Provided also, that if such superfluous Lands shall not be sold within the Time hereinbefore limited, the same shall vest in and become the Property of the Owners of the adjoining Lands.

Company, upon Payment of Monies, to give Receipts.

LXXXVIII. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two of the Directors of the said Company, or for the Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

LXXXIX. And

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

LXXXIX. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises, by the said Company, or their Successors, and all claiming under them, unless, except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenants, as they might do in case such Covenants were expressly inserted in such Conveyances.

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

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

If Works not completed within Seven Years the Powers of the Act to cease, except as to such Part, if

XCI. And be it further enacted, That in case the said Reservoirs and Aqueducts shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Reservoirs and

and Aqueducts as shall be declared and certified to have been completed within the said Term by the Justices of the Peace for the said Counties of *Northumberland* and *Durham*, or either of them, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties, at any Time before the Expiration of the Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more credible Witnesses upon Oath, or in case of Quakers Affirmation, to be produced before such Justices for that Purpose.

any, as shall be completed.

XCII. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals, under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals as may have been made the Subject of Compensation, to be ascertained, if the Parties do not agree, by Reference or by a Jury as herein-after mentioned, and may be necessary to be dug or carried away or used for the Purposes of this Act (unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company), but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may (subject to the Restrictions herein-after contained for the Purchase thereof by the said Company) be worked by the respective Owners or Lessees thereof under the said Lands, or under the Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals the said Works shall not thereby be injured, prejudiced, or endangered, nor the said Mines and Minerals be worked in an improper Manner.

Company not to claim Mines under Land purchased.

XCIII. Provided always, and be it further enacted, That when any Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, or other Mines and Minerals lying under the said Works, or any of them, or within the Distance of Forty Yards from such Works respectively, shall be desirous of working the same, such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company, under his Hand, at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting or working of which may appear to the said Company likely to prejudice or damage the said Works; and if the said Company, and such Proprietor, Lessee, or Tenant, cannot or do not agree as to the Amount or Value of such Mines or Minerals, the same shall, at the Option of such Proprietor, Lessee, or Tenant, (to be signified in Writing within Ten Days after the Receipt of Notice of the Intention of the Company to purchase the same,) be ascertained and settled by Two indifferent Persons, skilful in the working of Mines and Minerals, the one to be chosen

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have Liberty to purchase.

by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of any Disagreement of such Referees so chosen as aforesaid, by an Umpire, skilful as aforesaid, to be appointed by them before they proceed in such Reference, or otherwise by the Verdict of a Jury, as is herein provided and directed with respect to the Land which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not, before the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lies under the said Works or within the Distance aforesaid, without being liable to the said Company for any Damage which may be done thereby, unless such Damage be wilfully done, or be caused by the working of such Mines in an improper Manner.

If Company purchase Mines, the Owners of Mines adjoining on each Side of Works may make Communication.

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

Company to repay the Cost occasioned by working the Mines so as not to injure the Works.

XCV. Provided always, and be it further enacted, That the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of all Mines of Coal, Ironstone, and other Minerals, all such Costs, Charges, Losses, and extraordinary Expences as shall fall upon such Proprietor, Lessee, or Tenant in consequence of the working of the same in such Manner and under such Restrictions as not to prejudice or injure the said Works; and if any Dispute or Question shall arise between the said Company and such Proprietor, Lessee, or Tenant as aforesaid, touching the Amount of such Costs, Charges, Losses, or extraordinary Expences, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid, by an Umpire so skilful as aforesaid, to be appointed by them before they

they proceed in such Reference, whose Decision shall be final and conclusive.

Company empowered to open the Surface of the Highways, and to lay down Pipes for the Conveyance of Water.

XCVI. And be it further enacted, That for the Purpose of supplying Water to the Inhabitants within the Limits of this Act it shall be lawful for the said Company, and they are hereby empowered, to open and break up the Soil, Pavement, and Surface in and of the several Highways, Footways, Turnpike Roads, Streets, and other public Places within the said Limits, and also any Sewers or Drains therein, and to lay and place within such Limits Pipes, Conduits, and other Apparatus and Conveniences, and to do all other Acts which the said Company shall from Time to Time deem necessary for supplying Water to the Inhabitants of the said Limits, according to the true Intent and Meaning of this Act; and also from Time to Time to open and break up such Soil, Pavement, Surface, Sewers, and Drains for the Purpose of repairing, altering, or removing any such Pipes, Conduits, Apparatus, or Conveniences, they the said Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Compensation as in this Act mentioned for any Damage which may be done in the Exercise of such Powers: Provided always, that before the Soil, Pavement, or Surface in or of any of the said Highways, Footways, Turnpike Roads, Streets, or other Places, except such as shall be situate within the Boroughs of *Newcastle-upon-Tyne* and *Gateshead*, shall be broken up, Ten Days previous Notice in Writing shall be given by the said Company to the Surveyors for the Time being of such Highways, and to the Trustees or Commissioners of such Turnpike Roads or Streets respectively intended to be opened or broken up, or to the Clerk of such Trustees or Commissioners, specifying the Part or respective Parts of the Highways, Footways, Turnpike Roads, Streets, or Places which are intended to be opened or broken up, to the Intent that such Surveyors Trustees, or Commissioners, or such Persons as they respectively shall appoint or authorize, may inspect and superintend, order, and direct the opening or breaking up of such Highways, Footways, Turnpike Roads, Streets, or Places, and see that no unnecessary Damage or Injury be done thereto by the said Company, and may give such Directions as to the Time and Mode of reinstating the same as to them may appear reasonable: Provided also, that in no Case shall any Part of any such Highway, Footway, Turnpike Road, Street, or Place be wholly stopped or rendered impassable for Carriages or Cattle, unless it be unavoidably necessary, in which Case the said Company shall, at their own Expence, provide another Road or Passage for Carriages, Cattle, and Passengers, as good and convenient as Circumstances will admit, until the Highway, Footway, Turnpike Road, Street, or Place aforesaid shall be restored and re-opened to the Public: provided also, that in case there shall be any Dispute or Difference between the said Company and any of such Surveyors, Trustees, or Commissioners respecting the Manner in which any of the said Works lastly herein-before authorized to be made shall be or ought to be carried or made or constructed, the same shall be settled and decided in a summary Way, at the Instance of either Party, by any Two of Her Majesty's Justices of the Peace for the County or Place where such

such Dispute shall arise, who are hereby authorized and required to hear and determine the same accordingly.

Company to give Notice to Town Surveyor when Pavement is broken up for laying Pipes.

XCVII. And be it further enacted, That whenever the said Company shall have opened, broken up, or removed the Stone, Soil, or Pavement of any Street, Highway, Foot Pavement, or any other public Way or Place within the said Borough of *Newcastle-upon-Tyne*, a Notice in Writing, signed by the principal Clerk or Secretary of the said Company, or by their Surveyor or Inspector for the Time being, specifying the Street, Highway, Foot Pavement, or other public Way or Place, and the particular Part thereof, opened, broken up, or removed, shall be given to the Town Surveyor for the Time being of the said Borough, by being delivered to him, or left at his Dwelling House or Office, within the Space of Three Hours after such Company, or their Servants or Agents, shall have begun to open or break up any such Street, Highway, Foot Pavement, or other public Way or Place as aforesaid, and that the Ground of the said Streets, Highways, Foot Pavements, or other public Ways or Places so opened or broken up as aforesaid shall in no Case be kept open for a longer Period than shall be necessary for effecting the Purposes for which the same shall have been opened or broken up; and if the said Company, after having opened or broken up, or caused to be opened or broken up, any of the said Streets, Highways, Foot Pavements, or other public Ways or Places as aforesaid, shall have neglected to give or deliver such Notice as aforesaid, then and in every such Case the said Company shall forfeit and pay any Sum of Money not exceeding Twenty Shillings for every Square Foot of Pavement or Road which shall be so broken or taken up without such Notice as aforesaid, to be recovered in the same Manner in which the like Forfeitures and Penalties are directed to be recovered by virtue of an Act of Parliament made and passed in the First Year of the Reign of Her present Majesty, intituled *An Act for regulating and improving the Borough of* Newcastle-upon-Tyne; and the said Penalties shall be paid to the Treasurer of the said Borough, and be applied by him as Part of the Borough Fund, pursuant to the Directions respecting Penalties, as contained in the last-mentioned Act.

7 W. 4. & 1 Vict. c. 72.

Town Surveyor may reinstate Pavements.

XCVIII. And be it further enacted, That it shall be lawful for the Town Surveyor for the Time being of the said Borough, and he is hereby empowered, to reinstate the Ground or Soil, and to relay and replace any Carriageway or Foot Pavement or other Road or Way which shall have been broken up and removed by the said Company within the said Borough, or any Part thereof, when and so soon as the Purposes for which the same shall have been broken up and removed shall have been effected, and again to take up and relay the same Carriageway or Foot Pavement, or other Road or Way, until the same shall be made complete to the Satisfaction of the said Surveyor; and the Charges and Expences incurred by the said Surveyor shall be reimbursed and paid by the said Company on Demand, such Charges and Expences to be confined to the Cost actually incurred; and in case any Dispute shall arise as to the Amount of the said Charges and Expences, the same shall be settled and finally determined by any Two

Justices of the Peace of the said Borough, who are hereby empowered to settle and determine the same accordingly; and the Sum or Sums of Money awarded in respect of 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 Hands and Seals of any Two such Justices of the Peace, and which Warrant such Justices are hereby empowered to grant; and such Sum or Sums of Money shall be paid to the said Surveyor.

Notice to be given of breaking up Pavements in Gateshead, and Surveyors under 54 G. 3. to relay same.

XCIX. And be it further enacted, That whenever the said Company shall have opened, broken up, or removed the Stone, Soil, or Pavement of any Street, Highway, Foot Pavement, or other public Way or Place within the said Borough of *Gateshead*, Notice in Writing, within the Time, and in the Manner, and under the same Penalties in case of Neglect, as is herein-before directed with respect to the opening, breaking-up, or Removal of the Stone, Soil, or Pavement of any Street, Highway, Foot Pavement, or other public Way or Place within the Borough of *Newcastle-upon-Tyne*, shall be given to the Mayor, Aldermen, and Burgesses of the Borough of *Gateshead*, by Delivery at the Office of their Town Clerk, or to the Surveyor or Surveyors appointed under or by virtue of an Act passed in the Fifty-fourth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for cleansing, lighting, and otherwise improving certain Streets and Places within and near the Town and Borough of* Gateshead *in the County of* Durham;" and the said Surveyor or Surveyors shall have the same Powers and Authorities of reinstating the Ground or Soil, and of relaying and replacing any Carriageway or Foot Pavement, or other Road or Way, and of recovering the Charges and Expences attending the same, from the said Company, as are herein-before given to the Town Surveyor of the said Borough of *Newcastle-upon-Tyne;* and such Charges and Expences, and any Penalties incurred by the said Company for neglecting to give such Notice, shall be settled and determined by any Two Justices of the Peace acting for the said Borough of *Gateshead*, who are hereby empowered to settle and determine the same accordingly, and 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 their Hands and Seals, and which Warrant such Justices are hereby empowered to grant; and the said Penalties shall be paid to the Treasurer of the said Borough of *Gateshead*, and be applied by him as Part of the Borough Fund, and the said Charges and Expences shall be paid to the said Surveyor or Surveyors.

54 G. 3. c. 109.

Company to fix Fire-plugs.

C. And be it further enacted, That the said Company shall and they are hereby required, at the Time of laying down, in any Highway, Turnpike Road, Street, or other public Place within the Town and County of the Town of *Newcastle-upon-Tyne* and within the said Town or Borough of *Gateshead*, any Main Pipe for supplying such Highway, Turnpike Road, Street, or Place with Water, to fix, and from Time to Time to repair or renew, at an averaged Distance from each other not exceeding in the whole Seventy Yards, a sufficient Number of Fire Plugs in such Highway, Turnpike Road, Street, or

Place, for the Supply of Water in extinguishing Fire; and the said Company shall keep their Main Pipes charged with Water from Eight o'Clock in the Evening until Six o'Clock in the Morning; and the said Company shall maintain the existing Fire-plugs within the said Town or Borough of *Gateshead*, in case they become possessed of any Pipes to which the same are affixed or belong; and the said Company shall deposit a Key of such Fire-plugs at each Place within the Limits of this Act where any public Engine shall be kept for extinguishing Fire, and at the several Police Stations within the said Towns, and affix a public Notification in some conspicuous Place by the Side of the said Highway, Road, Street, or Place to denote the Situation and Distance of every such Fire-plug.

Water to be used in extinguishing Fires.

CI. And be it further enacted, That it shall be lawful for any Person whomsoever at all Times to take, use, and employ the Water which shall be supplied by the said Company in extinguishing any Fire which may happen to any Premises or Property within the Limits of this Act, without making any Satisfaction or Compensation for such Water.

Penalty on Persons fouling the Water.

CII. And be it further enacted, That if any Person shall bathe in any Reservoir or Aqueduct belonging to the said Company, or wash therein any Dog or other Animal, or throw or entice or cause to go and be therein any Dog or other Animal, or throw any Gravel, Stone, Rubbish, Filth, or other noisome or offensive Matter or Thing therein, or wash or cleanse therein any Cloth, Wool, Leather, or the Skin of any Sheep, Lamb, or other Animal, or any Wearing Apparel or other Thing, or shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water belonging to or which ought to be conveyed away by him, to run or be conveyed into any of the Works belonging to the said Company, or into any of the Springs or Watercourses communicating therewith, or shall commit or cause to be committed any other Act whereby the Water in any of the said Works shall be soiled, fouled, or corrupted, every Person so offending shall forfeit and pay to the said Company, for the Use and Benefit of the said Company, any Sum not exceeding Twenty Pounds for every such Offence: Provided always, that the said Company shall, at their own Expence, make and provide all such Drains, Sewers, and Watercourses as may be requisite and necessary for carrying off any foul or offensive Water which may drain or run from any of the Lands near or adjoining to the Reservoirs and Watercourses intended to be made for the Conduct, Storage, or Service of the Water to be supplied by the said Company, and which, but for the Existence of such Reservoirs and Watercourses, would have drained and run as heretofore into any of the Streams or Watercourses intended to be taken for the Supply of the said Works; and in case the said Company shall not provide such Drains, Sewers, and Watercourses for the Purposes aforesaid, the Parties or Persons allowing such foul or offensive Water to run into any of the said Streams and Watercourses shall be deemed and taken to be exempt from all such Penalties as are last hereinbefore imposed on Parties offending in this Matter, any thing hereinbefore contained to the contrary thereof in anywise notwithstanding: Provided always, that nothing herein contained shall prevent or

hinder any of the Owners, Tenants, or Occupiers of the Lands through, under, or upon which any of the Aqueducts, Watercourses, Reservoirs, or other Works shall be driven, constructed, or made, from draining, cultivating, and manuring their said Lands as they may think proper, and as if this Act had not been passed, doing no Injury to the Property or Works of the said Company.

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

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

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

CIV. And be it further enacted, That all Pipes which shall hereafter be laid or used for the Conveyance of Gas within the Limits of this Act shall be laid at the greatest practicable Distance (and whenever the Width of the Carriage-way will allow thereof such Pipes shall be laid at the Distance of Four Feet) from the nearest Part of any Pipe laid down for the Conveyance of Water within the said Limits, except in any Case in which it may be unavoidably necessary to lay any Gas Pipe across any such Water Pipe, in which Case the said Gas Pipe shall be laid over or under such Water Pipe (as the Case may require) at the greatest practicable Distance therefrom, and shall therewith form a Right Angle, or as nearly such as may be practicable; and in such Case the Gas Pipe so crossing the Water Pipe shall be at least Nine Feet in Length, and be so placed that no Joint of any such Gas Pipe shall be nearer to any Part of such Water Pipe than Four Feet; and in laying down the said Gas Pipes the Person to whom they shall belong shall in no Case join Two or more Gas Pipes together previously to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing of such Pipe with the other Pipes connected therewith with proper and sufficient Materials, and shall also make and keep all such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, or Openings therein respectively, Air-tight, so as to prevent the Gas from escaping therefrom, on pain of forfeiting and paying, on Neglect or Refusal to make such Gas Pipes Air-tight within Twenty-four Hours after Notice thereof in Writing shall have been given to the Company or Person to whom such Gas Pipes shall belong, the Sum of Five Pounds for every such Offence.

Penalty on permitting the Escape of Gas.

CV. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which are or shall be laid down or set up by any Corporation or Person making or supplying Gas within the Limits of this Act, such Corporation or Person shall, at their or his own Expence, immediately after receiving Notice, by Parol or in Writing, of any such Escape of Gas, from

any

any Person whomsoever, cause the most speedy and effectual Measures to be taken to prevent such Gas from further escaping; and in case such Corporation or Person shall not, within Twenty-four Hours next after such Notice as aforesaid being given, effectually prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, such Corporation or Person shall for every such Offence forfeit and pay the Sum of Five Pounds for each Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesid; which said Penalty shall be recoverable in a summary Way, on the Oath of some credible Witness, before some Justice of the Peace for the County, Borough, or Place in which the Pipe wherefrom the Gas shall so escape shall be, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Corporation or Person, by the Warrant of any such Justice of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as herein directed touching the other Penalties.

Penalty for Washings draining into Rivers, Streams, &c.

CVI. Provided always, and be it further enacted, That if any Corporation or Person making or supplying any Gas within the Limits of this Act shall at any Time empty or shall permit to flow any Washing or other waste Liquid, or any noisome or offensive Liquid, Substance, or Thing whatsoever which shall be produced in making or procuring Gas, into any River, Brook, or running Stream, Canal, Reservoir, or Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or shall do any other Act whereby the Water contained in any such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, shall be fouled or corrupted, the Corporation or Person so offending shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty shall and may be sued for and recovered, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case; and the whole of such Penalty shall be paid to the Party who shall inform or sue for the same: Provided always, that no such Penalty shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Offence shall cease and determine: Provided also, that in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall or shall not have been recovered, in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained or emptied or suffered to flow in manner aforesaid into any River, Brook, or running Stream, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such other Act shall be done as aforesaid, and Notice in Writing shall have been given by any Person whomsoever to the Corporation or Person to whom such Gas Works belong, and such Corporation or Person shall not within Twenty-four Hours after such Notice given prevent such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being drained or emptied,

emptied, or from flowing, and every such other Act from being continued as aforesaid, such Corporation or Person shall forfeit and pay the Sum of Twenty Pounds for each Day during which such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained or emptied or suffered to flow, or such other Act shall be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be recovered and levied in the same Manner as any other Penalty may by this Act be recovered and levied, and shall be paid to the Informer or the Party who in the Judgment of the Justice before whom the Conviction shall take place shall have sustained any Annoyance, Injury, or Damage by any of the Causes herein-before mentioned.

For preventing the Contamination of the Water by Gas.

CVII. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Corporation or Person making or supplying Gas, within the Limits of this Act, such Corporation or Person shall forfeit and pay to the said Company for every such Offence the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered; and in case any such Water shall be so contamined or affected by Gas as aforesaid, then and in every such Case the Corporation or Person making or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by or on behalf of the said Company, to be left at the Office or Place of transacting Business of the Corporation, or at the usual known Place of Abode of the Person making or supplying such Gas, cause the most effectual Measures to be taken to prevent the Gas from escaping from the said Works or contaminating or affecting any such Water; and in case the Corporation or Person so making or supplying such Gas shall not, within Twenty-four Hours next after such Notice so left as aforesaid, effectually prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent such Contamination whereof Notice shall be given as aforesaid, then and in every such Case the Corporation or Person making or supplying such Gas shall, on every Complaint whereof Notice shall have been given as aforesaid, forfeit and pay to the said Company, over and above the beforementioned Penalty of Twenty Pounds, a further Sum of Ten Pounds for every Day during which the said Water shall be and remain contaminated or affected by any such Gas; and in default of Payment thereof such Penalty shall and may be recovered by Information to be exhibited, on the Oath of some credible Witness, by and in the Name of the Clerk of the said Company, before some Justice of the Peace, with Costs, to be assessed by such Justice, and be levied by Distress and Sale of the Goods and Chattels of the Corporation or Person aforesaid, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant.

For ascertaining if the Water be contaminated.

CVIII. And whereas it may become a Question on such Complaint as aforesaid whether the said Water be contaminated by the Gas of any Corporation or Person making or supplying Gas within the

the Limits of this Act; be it therefore enacted, That it shall be lawful for the said Company, after giving Twenty-four Hours Notice in Writing to such Corporation or Person, to remove the Surface of the Ground, and to examine the Pipes and other Works of the Corporation or Person making or supplying such Gas, for the Purpose of ascertaining whether the Water has been contaminated by any Escape of Gas of such Corporation or Person; and if it shall appear that such Water has been so contaminated, all Expences attending such Examination, and also attending the Repair of the Surface of the Highway, Turnpike Road, Street, or Place which shall have been so removed, shall be borne and paid by such Corporation or Person as aforesaid; and such Expences shall be ascertained and determined (if necessary) by the Justice before whom the Complaint shall be made, and be recovered in the same Manner as any Penalty may be recovered under this Act: Provided always, that if upon such Examination it shall appear that the Water hath not been so contaminated as herein-before mentioned, the said Company shall bear and pay the Expences of such Examination and Repair, and also shall make good to the Corporation or Person making or supplying such Gas aforesaid any Loss or Damage which may have been occasioned to the Pipes or other Works of such Corporation or Person in and by such Examination as aforesaid; and the Amount of such Loss or Damage shall be ascertained and determined (if necessary) by such Justice of the Peace as aforesaid, and be recovered in the same Manner as any other Penalty may be recovered under this Act.

Nuisances arising from Gas may be indicted.

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

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

CX. And be it further enacted, That the several Owners and Occupiers of Buildings, and Inhabitants within the Limits of this Act, who may be desirous of having Water from the Works of the said Company conveyed into their Premises, may and they are hereby empowered, at their own Expence, (having given Fourteen Days previous Notice in Writing of their Intention so to do to the said Company, and having obtained the Consent of the Owner of Premises through which it shall be proposed to lay any Pipe for the Conveyance of such Water,) to open the Ground between the said Company's Aqueducts or Main Pipes and the Premises of such Owners and Occupiers of Buildings, or Inhabitants, and to lay down Leaden or

other Service Pipes (the Bore whereof may be of the Dimensions of Three Fourths of an Inch in Diameter without the Consent, and of a greater Diameter with the Consent of the said Company,) from such Premises to communicate with the Service Mains or Pipes of the said Company, such respective Owners or Occupiers of Buildings, or Inhabitants, paying to the said Company the several Rents hereinafter mentioned; and such Pipes shall be of Strength sufficient to bear the Pressure of the Water from the Reservoirs of the Company from whence they are supplied, and shall be made perfectly Watertight: Provided always, that any Person who shall have laid down any Pipe as aforesaid shall be at liberty to remove and take away the same, and the Cock and other Apparatus belonging thereto, having first given Fourteen Days Notice in Writing to the said Company of his Intention to remove the same, and of the Time of such proposed Removal, and doing no Injury or Damage to the Works and Pipes of the said Company.

Cisterns and Ball-cocks to be provided by Persons supplied with Water by the Company.

CXI. And be it further enacted, That every Person supplied with Water under the Provisions of this Act shall, on being thereunto required by the said Company, provide a proper Cistern to receive and retain the Water with which he shall be so supplied, and such Person shall also provide a Ball and Stopcock affixed to the Pipe conducting the Water from the Works of the said Company to such Cistern, and shall keep the same in good Repair, so as effectually to prevent the Water conveyed into such Cistern from running to Waste; and in case such Person shall make default in any of the Matters aforesaid it shall be lawful for the said Company, or for any Person acting under their Authority, to cut off the Pipe or to turn off the Water from the Premises of such Person until such Cistern and Ball and Stop Cock shall be provided and fixed in manner herein-before directed.

Limiting the Rents to be paid for Water.

CXII. And be it further enacted, That the said Company shall be obliged, in the Manner before directed, to furnish such a sufficient Supply of Water, so far as their Means will allow, to every Inhabitant requiring the same, occupying a private Dwelling House or Part of a Dwelling House in any Road, Square, Street, Way, Lane, or other Passage or Place within the said Town and County of the Town of *Newcastle-upon-Tyne*, and within the said Town or Borough of *Gateshead*, and other Places where the Pipes of the said Company 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 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 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

Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum* at a Rate *per Centum per Annum* not exceeding Five Pounds; and such Rate shall be payable according to the actual Amount of the Rent, if the same can be ascertained, and if not, then upon and according to the actual Annual Value of the Premises: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitants more than the Sum of Ten Pounds in any One Year for such Supply to and for the Purposes of any private Dwelling House, 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 in case of Schools, Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Livery Stable Keepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or their own Families 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, or for Service above the Height of Six Feet from the Level of the Pavement of the Street within which the Premises so supplied may be situate, such Supply shall be furnished by the said Company in such Cases at such Rate as shall be settled by and between the Directors of the said Company and such Persons respectively.

Penalty on Company not supplying Water to the Inhabitants of Dwelling Houses.

CXIII. And be it further enacted, That in case the said Company shall refuse or neglect to supply with Water any Person occupying any private Dwelling House within any Part of the Limits of this Act in which any Pipe of the said Company shall be laid, at the Rent or Price and according to the Directions herein-before mentioned, for the Space of Fourteen Days after Demand in Writing made by the Owner or Occupier of such Dwelling House to the Clerk or Engineer of the said Company, and Tender of the Amount of One Year's Rent for such Supply, the said Company shall forfeit and pay to such Owner or Occupier (as the Case may be) Treble the Amount of the Rent so tendered, (in case the said Company at the Time of such Demand can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise, and also a further Sum not exceeding Twenty Shillings for each Day during which they shall refuse or neglect to supply such Water, which respective Penalties, together with reasonable Costs, shall and may be levied and recovered by Warrant under the Hands and Seals of some Two of Her Majesty's Justices of the Peace acting for the County, Borough, or Place in which such Pipe of the said Company shall be, not being interested in the Matter, by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer: Provided always, that the said Company shall not be liable to the said Penalties, or any of them, if any Arrears of Rent shall be due from the Party making such Application.

Recovery of Water Rents in arrear.

CXIV. And be it further enacted, That in case Default shall be made by any Person in Payment of any Water Rent due to the said Company under the Authority of this Act, it shall be lawful for the said

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

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

CXV. Provided always, and be it further enacted, That where several Premises in the Occupation of several Persons shall be supplied by One common Pipe, the several Owners and Occupiers of such Premises shall be liable to the Payment of Rent for the Supply of Water at and after the same Rate as they would have been liable to if each of such several Premises had been separately supplied with Water from the Works of the said Company by a distinct Pipe, and such several Rents in case of Nonpayment shall and may be recovered in like Manner as other Rents may be recovered under the Authority of this Act: Provided also, that it shall be lawful for the said Company, if they shall think fit so to do, but not otherwise, to place Cisterns and Cocks at convenient Distances in the public Streets or Places through which any Pipes may be laid for the Supply of Water to the Public resorting thereto, under and subject to such reasonable Charges, Terms, and Regulations as the said Company shall make and require; and it shall be lawful for the said Company to contract and agree with the Commissioners for paving, cleansing, or improving any District within the Limits of this Act, or any other Person or public Body, for the cleansing and watering of the public and other Streets, Lanes, Roads, and Sewers in the said Town and Neighbourhood, on such Terms as to them shall seem meet.

Penalty on Persons supplying Water to others who are not Tenants of the Company.

CXVI. And be it further enacted, That if any Person supplied with Water by the said Company, under the Provisions of this Act, shall furnish any Portion of such Water to any Person who shall not have agreed with the said Company for a Supply of Water, or shall wilfully permit such last-mentioned Person to take any Portion of such Water, or if any Person not having so agreed with the said Company shall take or use any Water from any of the Works constructed under the Authority of this Act, or from any Cistern, Pipe, Ball, or Cock belonging to any Person renting Water from the said Company, or otherwise, without the Consent of the said Company, or if any Person shall wilfully or negligently permit his Cistern, or any Pipe, Ball, or Cock, or other Apparatus belonging to him, and communicating or connected with the Works of the said Company, to be out of repair, so that any of the Water supplied shall run to waste, then and in every such Case every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence; Provided always,

Persons permitted to supply Water in certain Cases.

always, that nothing herein contained shall subject any Person supplied with Water by virtue of this Act to any Penalty or Forfeiture for supplying any other Person whomsoever with any Quantity of such Water to extinguish any Fire, or during the Time that the Cistern, Pipe, Ball, or Cock, or other Apparatus belonging to any Person supplied by virtue of this Act, shall be under Repair or Alteration, provided that such Repair or Alteration be made with as little Delay as practicable.

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

CXVII. And be it further enacted, That it shall be lawful for the Engineer of the said Company, or for any other Person acting under the Authority of the said Company, on any Day between the Hours of Eight in the Morning and Nine in the Evening, to enter into any Premises supplied with Water under the Authority of this Act, and to examine if there be any Waste or undue Diversion or Appropriation of Water supplied by the said Company; and if such Engineer or other Person as aforesaid shall be refused Admittance, or cannot obtain Admittance, into such Premises, for the Purposes aforesaid, it shall be lawful for the said Company to cut off from such Premises the Water so supplied by them.

Declaring what shall be good Service of Notice upon the Company.

CXVIII. And be it further enacted, That in all Cases in which it shall be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity upon the said Company, personal Service thereof upon the Clerk of the said Company, or leaving the same at the Office of the said Company, or of the said Clerk, or at the last or usual Place of Abode of such Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent, or Officer, or Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring what shall be good Service of Notices, Summonses, &c. by the Company.

CXIX. And be it further enacted, That in all Cases in which it may be necessary to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, or otherwise, by or on behalf of the said Company, upon any Person or Corporation, under the Provisions of this Act, or under any Rule made in pursuance thereof, Service of such Summons, Demand, Notice, Writ, or other Proceeding respectively, either upon the Person to whom the same ought to be given, or by delivering the same at the last or usual Place of Abode or Business of such Person, or upon the Clerk or principal Officer of such Corporation, or by delivering the same to some Inmate at the House or Office of such Corporation, or in case the same respectively shall not be found or known, then Service thereof upon any Agent or other Officer of such Corporation, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by the

Clerk of the said Company, and need not be under the Common Seal of the said Company (unless it be otherwise specially directed by this Act), and may be in Writing or in Print, or partly in Writing and partly in Print.

For securing Offenders whose Names and Residences are unknown.

CXX. And be it further enacted, That it shall be lawful for any Officer or Servant of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Servant who shall commit any Offence against this Act, and to convey him with all convenient Despatch before some Justice of the Peace for the County, Borough, or Place wherein the Offence shall be committed, without any Warrant or other Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Recovery and Application of Penalties.

CXXI. And be it further enacted, That all Offences whatsoever which, by virtue or under the Authority of this Act, are or shall be subject to or punishable with any pecuniary Penalties, Fines, or Forfeitures, for the Recovery of which no express Provision is hereinbefore made, shall in every Case be heard, adjudged, and determined by or before any Justice of the Peace for the County, Borough, or Place wherein the Offence shall be committed, in a summary Way, upon Information or Complaint made, whether the same shall be in Writing or not, and which shall in every Case be made within Six Calendar Months at furthest next after the committing of such Offences respectively; and upon any such Information or Complaint as aforesaid the said Justice shall summon the Party accused, and examine into the Complaint thereof, and if, upon the Confession of the Party accused, or upon due Proof of the Offence before such Justice, the Party accused shall be convicted of having committed such Offence, then and in every such Case the Penalty, Fine, or Forfeiture hereby made payable in respect of such Offence, together with the Costs of Conviction, to be ascertained by such Justice, shall be forthwith paid by the Party so convicted as aforesaid; and in case such Party so convicted shall refuse or neglect to pay the same forthwith, then, except in Cases otherwise provided by this Act, the same shall, by Warrant under the Hand and Seal of such Justice (which he is hereby empowered to grant), be levied and recovered, together with the Costs of Conviction and Recovery thereof, to be ascertained by such Justice, by Distress and Sale of the Goods and Chattels of such Offender, rendering the Overplus of the Money arising by such Sale (if any) to the Party whose Goods and Chattels shall be distrained, any Portion of which Penalties not herein directed to be otherwise applied, not exceeding One Moiety thereof, and which Portion is to be fixed and determined by such Justice, shall be paid to the Informer, and the Residue of such Penalty shall be paid to the said Company; and it shall be lawful for the said Justice to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless the said Offender shall give sufficient Security, to the Satisfaction of such Justice, for his Appearance before the said Justice, or before any other Justice of the Peace, on such Day as shall be appointed for the

the Return of such Warrant of Distress (such Day not being more than Eight Days from the Time of taking any such Security), and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if, upon the Return of such Warrant, it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty, Fine, or Forfeiture, and such Costs as aforesaid, and the same shall not be forthwith paid; or in case it shall appear to such Justice, either upon the Confession of the Offender or otherwise, that the Offender hath not sufficient Goods or Chattels whereon such Penalty, Fine, or Forfeiture, and such Costs as aforesaid, can be levied, if such Distress Warrant were issued, such Justice shall not be required to issue the same; and thereupon it shall be lawful for the said Justice and he is hereby empowered, by Warrant under his Hand and Seal, to commit such Offender to the Common Gaol or House of Correction for the County, Borough, or Place within his Jurisdiction, there to remain, without Bail or Mainprize, for any Term not exceeding Two Calendar Months, or until such Offender shall have fully paid such Penalty, Fine, or Forfeiture, and all Costs attending such Proceedings as aforesaid, to be ascertained by such Justice, or shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CXXII. And be it further enacted, That in all Cases wherein any Penalty or Forfeiture hereby imposed is made recoverable by Information before a Justice of the Peace, it shall be lawful for any Justice of the Peace to whom Complaint shall be made of any Offence against this Act, or against any Rule made in pursuance of this Act, to summon the Party complained against, and any Witness the said Justice may think proper; and on such Summons any Justice may hear and determine the Matter of such Complaint, and on Proof of the Offence convict the Offender, if he be present, or if absent, upon due Proof of the Offence, and of the Service of such Summons, and adjudge him to pay the Penalty or Forfeiture incurred, and proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing were exhibited.

Forms of Information and Conviction:)

CXXIII. And be it further enacted, That all the Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information, whenever an Information shall be taken in Writing or in Print, and the Conviction respectively, to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Information.

‘ to wit. } BE it remembered, That on the Day of
‘ *A.B.* of informeth me, *C.D.*,
‘ One of Her Majesty's Justices of the Peace for that
‘ *E.F.* [*here describe the Offence, and the Time and Place when and*
‘ *where committed*], contrary to an Act passed in the Year
‘ of the Reign of Her Majesty Queen *Victoria*, intituled [*here insert*

‘ *the*

'*the Title of this Act*], which hath imposed a Forfeiture of
'for the said Offence. Taken the Day of
'before me, *C.D.*'

Conviction.

'to wit. } BE it remembered, That on the Day of
'in the Year of our Lord *A.B.* is convicted
'before me *C.D.*, One of Her Majesty's Justices of the Peace for
'[*here describe the Offence, and the Time and Place when and where*
'*committed*], contrary to an Act passed in the Year of the
'Reign of Her Majesty Queen *Victoria*, intituled [*insert the Title*
'*of this Act*], for which Offence I do adjudge the said *A.B.* to
'have forfeited [*if the Offence is to be subject to a Fine*] the
'Sum of [*insert the Penalty*], together with the Sum of
'for Costs [*if any given*], *or* [*if to be imprisoned*] do adjudge the
'said *A.B.* to be committed to the [*naming the Gaol*] for the
'Space of [*insert the Time, and if the Commitment be for the*
'*Nonpayment of a Penalty, then add*] unless the said Sum of
'be sooner paid. Given under my Hand and Seal the
'Day and Year first above written.'

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

CXXIV. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered for any Offence in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice of the Peace by or before whom any Offender shall be convicted of any such Offence, which Justice is hereby authorized and required, on Nonpayment thereof, to order such Damages or Charges to be levied by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Distress not to be avoided for Want of Form.

CXXV. And be it further enacted, That where any Distress shall be made for any Sum of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in such Distress or in any Proceeding relating thereto, nor a Trespasser *ab initio* on account of any subsequent Irregularity in the prosecuting of such Distress, but the Person aggrieved by such Irregularity may recover Satisfaction for special Damages in an Action upon the Case.

Proceedings not to be quashed for Want of Form, nor removed by Certiorari.

CXXVI. And be it further enacted, That no Order, Judgment, Conviction, or other Proceeding touching or concerning any Offence against this Act shall be quashed or vacated for Want of Form only, or be removed or removeable by Certiorari or any other Writ or Process whatsoever into any of Her Majesty's Courts of Record at *Westminster* or elsewhere; and no Warrant of Commitment shall be held void by reason of any Defect therein, provided it be therein alleged that the Party has been convicted, and that there be a good and valid Conviction to sustain the same, any Law or Statute to the contrary thereof in anywise notwithstanding.

Plaintiffs not to recover without

CXXVII. And be it further enacted, That no Plaintiff shall recover in any Action to be commenced against any Person or Party for any thing

Notice, or after Tender of Amends.

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

Appeal to the General Quarter Sessions.

CXXVIII. Provided always, and be it further enacted, That if any Person shall think himself aggrieved by any Order, Conviction, Judgment, or Determination made, or by any Matter or Thing done by any Justice in pursuance of this Act, and for which no particular Method of Relief hath been already appointed, such Person may appeal to the next or Second Court of General or Quarter Sessions of the Peace to be held for the County, Borough, or Place wherein the Cause of such Complaint shall arise, such Appellant first giving, or causing to be given, to such Justice by whose Act such Person shall think himself aggrieved, Notice in Writing of his Intention to bring such Appeal, together with a Statement in Writing of the Grounds of such Appeal, within Fourteen Days after such Cause of Complaint shall have arisen, and within Four Days after such Notice entering into a Recognizance before such Justice, conditioned to try such Appeal at, and to abide the Order of, and to pay such Costs as shall be awarded by the Court at such General or Quarter Sessions; and such Court, upon hearing and finally determining the Matter of such Appeal, shall and may, according to their Discretion, award such Costs to the Party appealing or appealed against as they shall think proper, and their Determination in or concerning the Premises shall be conclusive and binding on all Parties to all Intents and Purposes whatsoever, and shall not be removeable by Certiorari, or otherwise, into any of Her Majesty's Courts of Record at *Westminster:* Provided also, that it shall not be lawful for the Appellant to be heard in support of such Appeal unless such Notice and Statement shall have been so given as aforesaid, nor on the Hearing of such Appeal to go into Evidence of any other Grounds of Appeal than those set forth in such Statement as aforesaid.

Compelling Witnesses to attend.

CXXIX. And be it further enacted, That if any Person shall be summoned as a Witness by any Justice of the Peace touching any Matter contained in any Information or Complaint for any Offence against this Act, either on behalf of the Prosecutor or on behalf of the Person accused, and shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, without a sufficient Excuse being given for such Non-appearance, or appearing after having been paid or tendered a reasonable Sum of Money for his Costs and Expences, (the Amount of such Costs and Expences to be

ascertained

ascertained and determined by the said Justice,) he shall refuse or decline to be examined upon Oath, or upon solemn Affirmation, or to give Evidence touching the Matter in question before such Justice, then and in every such Case every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

General Power to Justices to administer Oaths.

CXXX. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice, and he is hereby required, to administer an Oath to or receive the solemn Affirmation of any Person before he shall be examined by or before such Justice; and if any Witness, who shall be examined by or before any Justice of the Peace under this Act upon Oath or Affirmation, shall wilfully and corruptly give false Evidence, and shall be thereof convicted, he shall be subject to the same Punishment as Persons convicted of Perjury are by Law subject and liable to.

List of Penalties to be affixed on Boards at the Office of the Company.

CXXXI. And be it further enacted, That no Penalty shall be recovered from any Person other than the said Company under or by virtue of this Act, unless the said Company shall have caused to be painted on Boards, and affixed at the Office of the said Company, in the said Town and County, or in some conspicuous Place on or in the Neighbourhood of One of the Reservoirs supplying the said Town and County and Borough with Water, an Abstract or List of the Penalties by this Act imposed for any thing done contrary to the Provisions thereof; and the said Company shall cause the same to be continued, and renewed as often as the same shall be obliterated or defaced; and if any Person shall wilfully pull down, deface, or destroy any such Board which shall have been affixed according to the Directions of this Act, or shall in any Manner concur or aid therein, he shall, on Conviction, forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

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

CXXXII. And be it further enacted, That wherever any Money shall by any Justice of the Peace be ordered to be paid in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind whatsoever done or committed by the said Company, or for any Penalty given against the said Company, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation and Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, or of their said Treasurer, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of

of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company or to the said Treasurer.

Saving the Rights of the Lord of the Manor.

CXXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to injure, weaken, affect, disturb, or prejudice in any Manner howsoever, any Rights, Liberties, Franchises, Royalties, or Privileges whatsoever hitherto held, used, exercised, or enjoyed, or that might have been held, used, exercised, or enjoyed by the said *Bertram Osbaldeston Mitford*, as such Lord of the Manor as aforesaid, in, upon, through, and over such Part of *Prestwick Carr* aforesaid as is not comprised within the Limits of this Act, but that such Rights, Liberties, Franchises, Royalties, or Privileges shall be and remain in full Force and Effect, to all Intents and Purposes, as if this Act had not been passed; and further, that nothing herein contained shall extend or be construed to extend to prevent the said *Bertram Osbaldeston Mitford*, his Heirs or Assigns, as such Lord or Lords of the Manor, and the Person or Persons entitled to Right of Common or Pasturage upon *Prestwick Carr* aforesaid, to proceed, by Act of Parliament or otherwise, to inclose, divide, and drain such Part of the said Carr as is not comprised within the Limits of this Act, as fully and effectually, to all Intents and Purposes whatsoever, as if this Act had not been passed, and without making any Compensation or Satisfaction to "The *Newcastle-upon-Tyne* and *Gateshead* Union Water Company," for any Injury or Damage whatsoever to the said Company, by reason of such Inclosure, Division, or Drainage, or by the Enjoyment and Exercise of all or any of the Rights, Liberties, Franchises, Royalties, or Privileges hereinbefore reserved to the said *Bertram Osbaldeston Mitford* as Lord of the Manor as aforesaid: Provided always, that nothing herein contained shall give to or vary or alter any Right of any other Person or Persons whomsoever to receive Satisfaction for any Injury or Damage whatsoever to any such Person or Persons, by reason of any such Inclosure, Division, or Drainage as herein-before mentioned.

Act not to prejudice Persons entitled to Right of Common.

CXXXIV. Provided always, and be it further enacted, That nothing herein contained shall be construed to lessen, injure, or affect the Rights or Interests of the said *Bertram Osbaldeston Mitford*, as Lord of the Manor as aforesaid, or any Persons entitled to Right of Common on the said Carr, in any Manner howsoever, save as regards the Property hereby expressly authorized to be taken by the said Company hereby incorporated.

Public Act.

CXXXV. 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.

SCHE-

SCHEDULE referred to in the foregoing Act.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Township of Dinnington, Parish of Ponteland, County of Northumberland.			
Cottage - -	Matthew Bell, Esq., M.P. -	John Sharraton -	George Bell.
Ditto -	Ditto - -	William Sharraton	John Simpson.
Garden - -	Bertram Osbaldeston Mitford, as Lord of the Manor, otherwise George Bell.	- - -	George Bell.
Ditto - -	Ditto, otherwise John Simpson.	- - -	John Simpson.
Cottage - -	Matthew Bell, Esq., M.P. -	William Brown -	John Richley.
Ditto - -	Ditto - -	John Stoker -	William Dinning.
Garden - -	Bertram Osbaldeston Mitford, otherwise Joseph Brewis.	- - -	Joseph Brewis.
Ditto - -	Bertram Osbaldeston Mitford, otherwise William Dinning.	- - -	William Dinning.
Ditto - -	Bertram Osbaldeston Mitford, otherwise John Simpson.	- - -	John Simpson.
Ditto - -	Bertram Osbaldeston Mitford, otherwise William Jordan.	- - -	William Jordan.
Public Well or Spring -	Bertram Osbaldeston Mitford.		
Garden - -	Ditto, otherwise Ralph Simpson.	- - -	Ralph Simpson.
Ditto -	Bertram Osbaldeston Mitford, otherwise John Turner.	- - -	John Turner.
Ditto - -	Bertram Osbaldeston Mitford, otherwise Isabella Riddell.	- - -	Isabella Riddell.
Bleach Green - -	Bertram Osbaldeston Mitford.		
Garden - -	Ditto, otherwise Robert Coulson.	- - -	Robert Coulson.
Ditto - -	Ditto, otherwise Thomas Westwich.	- - -	Thomas Westwich.
Ditto -	Bertram Osbaldeston Mitford, otherwise Thomas Simpson.	- - -	Thomas Simpson.
Ditto - -	Bertram Osbaldeston Mitford, otherwise Ann Taylor.	- - -	Ann Taylor.
Ditto - -	Bertram Osbaldeston Mitford, otherwise William Wardle.	- - -	William Wardle.
Ditto - -	Bertram Osbaldeston Mitford, otherwise David Maddison.	- - -	David Maddison.
Cowhouse - -	Bertram Osbaldeston Mitford, otherwise Joseph Brown.	- - -	Joseph Brown.
Garden and Stack-yard in Lane.	Bertram Osbaldeston Mitford, otherwise Mark Buckham.	- - -	Mark Buckham.
Pond - - -	Bertram Osbaldeston Mitford.		
Stack-yard on the Waste	Ditto, otherwise George Maugham.	- - -	George Maugham.
Ditto - -	Ditto, otherwise William Potts.	- - -	William Potts.
Public Well - -	Bertram Osbaldeston Mitford.		
Three Gardens - -	Matthew Bell, Esq., M.P. -	- - -	William Sharraton and his Under-tenants.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Cottage and Garden -	Matthew Bell, Esq., M.P. -	Mark Buckham -	Mark Buckham.
Ditto - -	Ditto - -	Joseph Brown -	Joseph Brown.
Shed and Waste Ground	George Bray, Committee of John Bray, a Lunatic.	- - -	RobertRutherfordand Mark Buckham.
Lane leading to Fields, old Quarry, Springs, &c.	Matthew Bell, Esq., M.P. -	- - -	William Sharraton.

Township of West Brunton, Chapelry of Gosforth, County of Northumberland.

Garden - - -	Matthew Bell, Esq., M.P. -	William Curry -	William Curry.
Flour Mill, Dwelling House, Stable, Piggeries, Stack-yard, Barn, &c.	Ditto - - -	Ditto - -	Ditto.

Township of Fawdon, Chapelry of Gosforth, County of Northumberland.

Cottage, Garden, and Pighouse.	Matthew Bell, Esq., M.P. -	The Owners of Fawdon Colliery, namely, Thomas Newmarch, Robert George Newmarch, William Newmarch, George Beale Newmarch, Mary Ann Newmarch, Henry Newmarch, and Benjamin Thompson.	Joseph Lardler.
Cottage, Garden, and Byre	Ditto - - -	Ditto - -	AnthonyHutchinson.
Ditto - -	Ditto - - -	Ditto - -	William Harrison.
Corn Loft, Road, &c. -	Ditto - - -	Ditto - -	Themselves.
Colliery Railway, Land Sale, Coal Depôt, Cabin, &c.	Ditto - - -	Ditto - -	Ditto.
Colliery Railway, Coalpit, and Waste.	Ditto - - -	Ditto - -	Ditto

Township of Coxlodge, Chapelry of Gosforth, County of Northumberland.

Garden - -	The Trustees of the Reverend Ralph Henry Brandling; namely, John Austin and William Rooks Crompton Stansfield.	- - -	James Hart.
Plantation - -	The Trustees of Job James Bulman.	- - -	John Stephenson.
Stables, Coach-house, &c.	James Radford, Trustee and Executor of the late William Loftus.	- - -	Sir John Walsham, Baronet, and William Brown.
Cottage and Garden -	Richard Fountayne Wilson -	- - -	John Potts.
Ditto, and Waste -	Ditto - - -	- - -	Joseph Hedley.
Garden or Pleasure Ground.	Ditto - - -	- - -	John Brandling.

Description of Property.	Owner or reputed Owner.	Lessee or reputed Lessee.	Occupier.
Township of Kenton, Chapelry of Gosforth, County of Northumbumberland.			
Dwelling House, Stables, Coach-house, Garden, Hothouse, and other Conveniences.	Richard Fountayne Wilson -	- - -	John Brandling.
Cottage and Waste -	Ditto - - -	- - -	John Dodds.
Garden and Waste -	Ditto - - -	- - -	Joseph Hedley.
Parish of Saint Nicholas in the Borough and County of Newcastle-upon-Tyne.			
Birch Garth - -	The Master and Brethren of the Hospital of Saint Mary Magdalen.	Charles Porter and Edmund Latimer.	Charles Porter and Edmund Latimer.
Ditto, Road, &c. - -	Ditto - - -	Ditto - -	Ditto.
Cabbage Garth - -	Ditto - -	Ditto - -	John Pattison.
Ditto - -	Ditto - - -	Ditto - -	George Wishart.
Ditto - -	Ditto - -	Ditto - -	Ralph Taylor.
Ditto - -	Ditto - - -	Ditto - -	Henry Embleton.
Ditto - -	Ditto - -	Ditto - -	James Pattison.
Ditto - -	Ditto - - -	- - -	George Lee jun.
Ditto - -	Ditto - -	- - -	George Lee.
Ditto - -	Ditto - - -	- - -	William Bell.
Ditto - -	Ditto - -	- - -	William Anderson.
Ditto - -	Ditto - - -	- - -	John Allan.
Ditto - -	Ditto - -	- - -	John Davy.
Ditto - -	Ditto - - -	- - -	Joseph Elliott.
Ditto - -	Ditto - -	- - -	Robert Saunderson.
Ditto - -	Ditto - - -	- - -	George Fawens.
Ditto - -	Ditto - -	- - -	John Weddell.
Ditto - -	Ditto - - -	- - -	Peter Redley.
Ditto - -	Ditto - -	Charles Porter and Edmund Latimer.	Hannah Parker.
Ditto - -	Ditto - - -	Ditto - -	John Jackson.
Ditto - -	Ditto - -	Ditto - -	James Turner.
Ditto - -	Ditto - - -	Ditto - -	Cuthbert Codlin.
Ditto - -	Ditto - -	Ditto - -	Joseph Douglas.
Ropery - - -	Ditto - - -	Ditto - -	Ditto.
Waste Ground - -	Ditto - -	Ditto - -	Charles Porter and Edmund Latimer.
Garden - -	Ditto - - -	Ditto - -	John Davy.
Cottage and Garden -	The Mayor, Aldermen, Burgesses, and Freemen of Newcastle-upon-Tyne.	- - -	Robert Bates.

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