ANNO SEPTIMO

GEORGII IV. REGIS.

Cap. cxi.

An Act for better supplying with Water the Inhabitants of the Town of *Nottingham* and its Vicinity. [26th *May* 1826.]

WHEREAS the Town and County of the Town of *Nottingham*, and the several extra-parochial Places situate within the Liberties of the Castle of *Nottingham* in the County of *Nottingham*, are not at present well or conveniently supplied with Water: And whereas the said Town and Places aforesaid have of late Years become very populous, and are greatly increased in Houses and Buildings, and are likely to increase, and for Want of a sufficient Supply of Water for domestic and other Purposes the Inhabitants thereof are subject to much Inconvenience, and would be liable to great Danger and the most calamitous Consequences in case of Accidents by Fire; but such Inconveniences and Danger might be prevented, and much public Benefit obtained, if Water from the River *Trent*, at or near the *Trent Bridge* in the Parish of *Saint Mary* in the Town and County of the Town of *Nottingham* aforesaid, were conveyed by means of Aqueducts or Pipes and other Works to the said Town and other Places aforesaid: And whereas the several Persons hereinafter mentioned are willing and desirous to undertake, at their own Expence, to effect the Purposes aforesaid; but the same cannot be done without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Attenburrow*, *Richard Barrows* the younger, *John Bakewell*, *Hercules Barnett*, *Samuel Bean*, *Thomas* Proprietors incorporated.

Thomas Bishop, *Thomas Bishop* the younger, *Herman Blatherwick*, *Ann Blatherwick*, *Robert Booth*, *Francis Boot*, *John Brough*, *John Crackle*, *William Cursham*, *James Dickisson*, *William Dunlop*, *Henry Enfield*, *Alfred Thomas Fellows*, *Thomas Finn*, *Samuel Fox*, *Alexander Hadden*, *John Hadden*, *Thomas Hall*, *Francis Hardwick*, *William Hart*, *Charles Haywood Homer*, *William Hurst*, *Thomas Jackson*, *Charles Lacy*, *Henry Leaver*, *Francis Leaver*, *Thomas Brown Milnes*, *Charles Lomas Morley*, *John Morris*, *Henry Nicholson* Doctor in Divinity, *Elizabeth Need*, *John Nunn*, *Octavius Thomas Oldknow*, *Samuel Payne*, *Joseph Pearson*, *Charles Pennington* Doctor of Medicine, *Samuel Roberts*, *Thomas Roberts*, *James Severn*, *Anthony Shepperley*, *Caractacus D'Aubigny Shilton*, *Edward Staveley*, *William Stretton*, *John Stenson*, *William Surplice* the younger, *Kirk Swann*, *Thomas Tatham*, *Thomas Turner*, *Thomas Wakefield*, *William Walker*, *Walker*, *John Wells*, *John Whitehead*, *William Wise*, *Ichabod Charles Wright*, and *Henry Youle*, together with such other Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, as shall at any Time hereafter be possessed of One or more Share or Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making, completing, and maintaining the Works and Conveniences hereby authorized to be made, according to the Provisions herein-after contained, and shall for that Purpose be One Body Politic and Corporate, by the Name of "The *Nottingham Trent* Waterworks Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall have Power to purchase Lands and Tenements, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and to enter into Contracts, Bonds, and other Assurances for carrying this Act into Execution.

Their Style.

The whole of the Money to be subscribed before the Act is put in force.

II. And whereas the probable Expence of carrying the Purposes of this Act into Execution will, according to an Estimate made thereof, amount to the Sum of Twenty thousand six hundred Pounds; be it therefore further enacted, That the whole of the said Sum of Twenty thousand six hundred Pounds shall be subscribed by Persons under a Contract, binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively, before any of the Powers and Provisions given by this Act shall be put in force.

Money to be applied in making the Works, and shall be divided into 50*l.* Shares.

III. And be it further enacted, That it shall be lawful for the said Company to apply such Money for making and completing the said Works and Conveniences hereby authorized to be made, not exceeding in the whole the said Sum of Twenty thousand six hundred Pounds, and the same shall be divided into Shares of Fifty Pounds each, and such Shares shall be numbered, beginning with Number One, and so on in regular or arithmetical Progression ascending, whereof the common Excess or Difference shall always be One, 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 to 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 Bodies Politic, Corporate, and Collegiate, and all Persons, their several and respective Successors, Executors, Administrators, and Assigns, who

who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and receive, at such Time and Times as the said Company or their Committee shall, at a General or Special Meeting to be convened for that Purpose as Meetings on other Occasions are directed to be convened, direct and appoint, the entire and net Distribution of an equal proportionable 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 Rates and other Sums of Money to be raised, recovered, and received by the said Company by the Authority of this Act; and every Body Politic, Corporate, or Collegiate, Person and Persons, having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same, in manner herein directed and appointed.

Shares to be Personal Estate.

IV. And be it further enacted, That all and every the Shares and Proportions of all Bodies Politic, Corporate, or Collegiate, and of all and every other Person or Persons, of and in the said Undertaking or Joint Stock or Fund of the said Company, shall be deemed Personal Estate, and transmissible as such, and not of the Nature of Real Property.

To compel Payment of Subscriptions.

V. And be it further enacted, That the several Persons and Bodies Corporate and Politic who have subscribed for or towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for, pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the said Company or their Committee of Management; and in case any Person or Persons, Bodies Corporate or Politic, shall neglect or refuse to pay any such Money at such Times and in such Manner as shall be ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same, by Action of Debt or otherwise, in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit, from such Person or Persons, Bodies Corporate and Politic respectively, or in case where Two or more Persons or Bodies Corporate and Politic shall have jointly subscribed for or be jointly possessed of any one or more Share or Shares in the said Undertaking, then from all, any, or either of such joint Subscribers.

Proprietors of Shares to have Votes in respect thereof.

VI. And be it further enacted, That all and every Body and Bodies Politic, Corporate, or Collegiate, or other Person or Persons, who shall by virtue of this Act have subscribed for or shall become entitled to be, and be in the actual Possession of One or more Share or Shares in the said Undertaking, his, her, or their respective Successors, Executors, Administrators, and Assigns, shall be deemed a Proprietor of every such Share, and shall be entitled to give One Vote in respect of One Share in the said Undertaking, and every Proprietor of Three Shares in the said Undertaking

Undertaking shall be entitled to give Two Votes, and every Proprietor of Five or more Shares in the said Undertaking shall be entitled to give Three Votes at all General and Special Meetings of the said Company, but no Person shall be entitled to more than Three Votes in respect of any Number of Shares he, she, or they may at any Time hold in the said Undertaking, which Vote or Votes shall and may be given by him, her, or them, or by his, her, or their Proxy or Proxies, duly constituted under his, her, or their Hand or Hands, or Common Seal, if a Corporation, every such Proxy being a Proprietor of the said Undertaking; and every such Vote by Proxy shall be as good and valid to all Intents and Purposes as if such Principal or Principals had voted in Person; the Appointment of which Proxies may be made according to the Form or to the Effect following; (that is to say),

Form of Proxy.

'I of one of the Proprietors of 'the *Nottingham Trent* Waterworks Company, do hereby nominate, 'constitute, and appoint of to be 'my Proxy, in my Absence to vote or give my Assent to or Dissent from 'any Business, Matter, or Thing relating to the said Undertaking, which 'shall be mentioned or proposed at any Meeting of the Company of Pro-'prietors of the said Waterworks, in such Manner as the said 'shall think proper, according to his Opinion and Judgment, 'for the Benefit of the said Undertaking, or any thing appertaining 'thereto. In witness whereof I have hereunto set my Hand, the 'Day of in the Year of our Lord '.'

And every Question, Matter, and Thing whatsoever which shall be proposed, discussed, or considered in any General or Special Meeting of the said Company to be held by virtue of this Act, shall be finally determined by the Majority of Votes and Proxies then present.

Lunatics and Minors to vote by Committees and Guardians.

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

Where there are joint Proprietors, the first named to vote.

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

Members of Committee not personally liable.

IX. And be it further enacted, That no Member of the Committee for the Time being shall become personally answerable for the Performance of any Agreement into which he shall or may have entered as one of such Committee on behalf of the said Company, but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into

into by the said Committee shall have full Power to resort to and proceed against the said Company, either at Law or in Equity, for the Performance of every such Contract and Agreement, or for Damages occasioned by any Breach or Nonperformance thereof, and the joint Stock and Property of the said Company shall from Time to Time be answerable and accountable for the due Performances of every Contract entered into by the said Committee, and for all Damages which shall be recovered by reason of any Breach or Nonperformance thereof.

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

X. And be it further enacted, That the said Company of Proprietors shall and they are hereby required, at their first General or some subsequent Meeting, to cause the Names and proper Additions of the several Persons who shall be then entitled to the several Shares in the said Undertaking, with the Number of Shares belonging to each, and the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk to the said Company, and after such Entry made, to cause a Ticket or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every such Subscriber upon Demand, specifying the Share or Shares to which he or they is or are entitled in the said Undertaking; and such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscriber, his or her Executors, Administrators, and Assigns, to the Share or Shares 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 disposing thereof; and which said Ticket or Instrument may be in the Words or to the Effect following; (that is to say),

Form of Certificate.

‘ *Nottingham Trent* Waterworks Company.

‘ Number

‘ THESE are to certify, That of
‘ is the Proprietor of One Share in the *Nottingham Trent* Waterworks Company, numbered as above, and that he [*or* she], and his [*or* her] Executors, Administrators, *or* Successors, and Assigns, as the Proprietor of such Share, will be entitled to a proportionate Share of all Profits and Advantages in the said Undertaking. Given under the Common Seal of the said Company, the Day of in the Year of our Lord One thousand eight hundred and .’

Power to borrow Money on Rates.

XI. And be it further enacted, That in case the said Sum of Twenty thousand six hundred Pounds shall be found insufficient for completing and perfecting the Objects of this Act, it shall be lawful for the said Company, at any Meeting or Meetings of the Proprietors to be specially called by the said Committee for that Purpose in manner herein directed, to borrow and take up at Interest, on the Security or Securities hereinafter mentioned, any Sum or Sums of Money, so as the same shall not exceed the Sum of Ten thousand Pounds; and in order to the raising of the same, or any Part or Parts thereof as aforesaid, the said Committee shall and may, at the Costs and Charges of the said Company, assign over the Rates to be received by virtue of this Act, or any of them, or a competent Part thereof, as a Security or Securities for the Repayment of any such Sum or Sums of Money so to be borrowed, together with lawful

Interest, to such Person or Persons, or his, her, or their Trustee or Trustees, Nominee or Nominees, Executor or Executors, Administrator or Administrators, by the following Form of Assignment, or by any other Form of Words to the same Effect; (that is to say,)

Form of Assignment.

'BY virtue of an Act passed in the Seventh Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act, &c.* [*here insert the Title of this Act,*] we, the Company of Proprietors of the *Nottingham Trent* Waterworks, in consideration of the Sum of of lawful Money to us in hand paid by do assign unto the said his, her, or their Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] all and singular the Rates [*or any particular Description thereof, or Part thereof, as the Case may be,*] to be received by virtue of the said Act, and also all the Estate, Right, Title, and Interest of the said Company, of, in, and unto the same; to hold unto the said his, her, or their Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] until the said Sum of together with Interest for the same after the Rate of *per Centum per Annum*, shall be repaid.'

And all and every Person and Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, to whom such Assignment or Assignments shall be made, shall be equally entitled to their Proportion of the said Rates, according to the respective Sums in such Assignment mentioned to be advanced, to secure the Repayment thereof, with Interest as aforesaid, without any Preference by reason of Priority of Assignment, or on any other Account whatsoever; and the Money so borrowed as aforesaid shall be applied in making, completing, and maintaining the Works authorized by this Act to be made, and in carrying the same and the several Provisions, Powers, and Authorities herein contained into full Execution.

Entries of Assignments to be made.

XII. And be it further enacted, That Entries or Memorials of every such Assignment, containing the Dates, Names of the Parties, and Sums of Money borrowed, shall be made in a Book or Books to be kept for that Purpose by the Clerk of the said Company, which said Book or Books shall and may be perused at all seasonable Times by any of the Proprietors of the said Company, or other Persons interested therein, without Fee or Reward; and all and every Person and Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, to whom any such Assignment or Assignments shall be made as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time, personally or by Attorney thereunto lawfully authorized, assign or transfer his, her, or their Right, Title, Interest, or Benefit to the said Principal and Interest Money thereby secured, to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, by indorsing on the Back of such Security, before One credible Witness, who shall subscribe his Name thereto, the following Words, or Words to the like Effect; (that is to say;)

Form of Transfer of Assignment.

'I DO transfer the within Assignment, with all my Right and Title to the Principal Money thereby secured, and to all the Interest Money now due or hereafter to be due, unto *C. D.*, his, her, or their Executors,

'Administrators, and Assigns, [*or* Successors and Assigns, *as the Case* '*may be.*] Dated this Day of

'Witness *A. B.*' *E. F.*'

Which Transfer shall within Thirty Days after the Date thereof be produced and notified to the said Clerk, who shall cause an Entry or Memorial to be made thereof, containing the Date, Names of the Parties, and Sums of Money therein transferred, in the said Book or Books to be kept for the entering the said original Assignments, and for the Entry of which Memorial the said Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made, but not till then, every such Assignment shall entitle any such Assignee or Assignees, his, her, or their Executors, Administrators, Successors, and Assigns, to the Benefit thereof and Payment thereon; and such Assignee or Assignees may assign the same again, and so *toties quoties*; and it shall not be in the Power of any Person or Persons who shall have made any such Assignment, to make void, release, or discharge the same, or any Monies thereby due, or any Part thereof; provided nevertheless, that the said Company may at all Times pay off and discharge all such Assignments, or any Part or Parts thereof, in the Order to be determined by Lot or Ballot, on giving Six Calendar Months Notice thereof to each Owner or Proprietor of any such Assignment; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal.

Transfer to be produced to the Clerk of the Company.

XIII. And be it further enacted, That the Interest of the Money which shall be borrowed on Mortgage of the Rates as aforesaid shall, from the Time the said Money or any Part thereof shall have been advanced, be paid half-yearly to the several Parties entitled thereto, in preference to any Interest or Dividends due and payable by virtue of this Act to the Proprietors of the said Company, or any of them, and shall from Time to Time be fully paid and discharged, or provided for, before the yearly or other Interest or Dividends due to the said Proprietors, or any of them, shall be paid.

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

XIV. And be it further enacted, That no Person shall be capable of voting by reason of any Mortgage or Assignment, or any Transfer of the same, at any Meeting of the said Company, for or on account of his or her having lent or advanced any Money on the Credit of such Assignment.

No Mortgagee to vote.

XV. And be it further enacted, That in case and when the said Company shall hereafter borrow any Sum or Sums of Money to augment or supply the Insufficiency of their Capital Stock, in exercise of the Power by this Act given to them for that Purpose, such further Monies, or any of them, shall not be permitted or allowed to be advanced and lent to the said Company upon Security, at Interest as aforesaid, in any Portions or Sums less than One hundred Pounds each; and no Assignment or Security shall at any Time hereafter be made or executed by the said Committee in exercise of the Powers given them in that Behalf, for securing any less Sum of Money to be so advanced and lent than One hundred Pounds; and every or any such Assignment or Security which shall or may hereafter happen to be so made or attempted to be made for securing any less Sum, contrary to the true Intent and Meaning of this Act, shall be

No Loans of less than 100*l.*

be utterly null and void, any thing in this Act contained to the contrary notwithstanding.

No Transfer of less than Fifty Pounds Stock.

XVI. And be it further enacted, That no Assignment or Transfer shall be made or entered in the Book or Books of the said Company, of or concerning any smaller Sum of the Capital Stock of the said Company than Fifty Pounds thereof; and any and every such Assignment or Transfer which shall or may at any Time or Times hereafter be attempted to be made, and shall happen to be so entered, of or concerning any such smaller or less Sum of the said Capital Stock than Fifty Pounds thereof, shall be utterly null and void, any thing in this Act contained to the contrary notwithstanding.

First and other General Meetings.

XVII. And be it further enacted, That the said Company of Proprietors shall meet together at *King George the Fourth Inn*, or at some other convenient Place in the said Town and County of the Town of *Nottingham*, on the Second *Monday* next after the passing of this Act, between the Hours of Eleven and Three, and shall then and there proceed in the Execution of this Act, and shall and may adjourn such Meeting from Time to Time, and from Place to Place, as they shall think fit; and from and after the said First General Meeting of the said Company of Proprietors there shall be a General Meeting of the said Company on the First *Monday* in the Month of *August* in each and every Year, or within the Space of Fourteen Days next thereof, and also such and so many Special General Meetings of the said Proprietors as shall be called by the Committee of Management as herein-after provided, of which said General Meetings and Special General Meetings, One public Notice at the least shall be given by Advertisement in some One or more Newspaper or Newspapers usually circulated in the said Town and County of the Town of *Nottingham*, and which said Notice shall specify the Purpose for which any such Special General Meeting is called; and all such General Meetings and Special General Meetings may be adjourned from Time to Time, and from Place to Place, as shall be found expedient.

Meetings of Proprietors may be specially convened.

XVIII. And be it further enacted, That Five or more Proprietors of the said Company, holding in the Aggregate Fifty Shares or upwards in the said Undertaking, may at any Time, by Writing under their Hands, left at the Office of the said Company, or at the Office of the Clerk to the said Company, or given to any Member of the said Committee of Management, or left at his last or usual Place of Abode, require the Committee of Management to call a Special General Meeting, so as such Requisition fully express the Objects for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Committee to call such Meeting for the Space of Ten Days after such Notice given as aforesaid, the same may be called by such Proprietors, by giving Ten Days Notice thereof in some One or more Newspaper or Newspapers usually circulated in the said Town and County of the Town of *Nottingham*; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company, with respect to the Matters so specified only; and all such Acts of the Proprietors, or the major Part of them met together at every such Special General Meeting, shall be as valid with respect to the Matters specified

specified in such Notice, as if the same had been done at a General Meeting at the Time herein-before appointed for holding the same.

General Meetings may make Bye Laws.

XIX. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any such General or Special General Meeting as aforesaid, to make such Rules, Orders, and Bye Laws as to them shall seem right and proper for the good Government of the said Undertaking, and for regulating the Proceedings of their Committee of Management, and for the Regulation of all Officers, Workmen, and Servants to be employed in or about the Affairs of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever; and from Time to Time to alter or repeal such Bye Laws, Orders, and Regulations, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the major Part of such Meetings shall seem meet, not exceeding the Sum of Five Pounds for any Offence; such Fines and Forfeitures to be levied and recovered by such Ways and Means as herein-after mentioned; which said Rules, Bye Laws, and Orders, being reduced into Writing, under the Common Seal of the said Company, and printed and published, and painted on Boards, shall be hung up and affixed on the Front of some Part of the said Waterworks, and shall from Time to Time be renewed as often as the same, or any Part thereof, shall be obliterated, defaced, or destroyed; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided they be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

Committee of Management.

XX. And be it further enacted, That *Robert Booth*, *Alfred Thomas Fellows*, *John Hadden*, *Francis Hardwick*, *Charles Haywood Homer*, *Thomas Brown Milnes*, *Octavius Thomas Oldknow*, *Joseph Pearson*, *Charles Pennington* Doctor of Medicine, *Edward Staveley*, *Thomas Wakefield*, and *Ichabod Charles Wright*, shall be and they are hereby constituted and appointed the First Committee of Management for managing the Affairs of the said Company.

Committee to serve until the next General yearly Meeting.

XXI. And be it further enacted, That the several Persons herein-before nominated, constituted, and appointed the First Committee of Management, shall continue in Office and be respectively Members of the said Committee until the General yearly Meeting of the said Company which shall be held in the Month of *August* in the Year One thousand eight hundred and twenty-seven, and until others shall be appointed in their or any of their Stead, as herein-after mentioned.

Committee to be annually elected.

XXII. And be it further enacted, That at the General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and twenty-seven, and also at every succeeding General Meeting to be held in the Month of *August* in each Year, or at some Adjournment thereof respectively, a new Committee shall be elected and appointed out of the Proprietors of Shares in the

the said Undertaking, to be the Committee of Management for managing the Affairs of the said Company, who shall continue in their Offices for the Space of Twelve Calendar Months, to be computed from the Day of Election, or until others or another shall be duly elected into their or any of their Places; provided that nothing herein contained shall render any one of the Committee whose Office shall have expired ineligible to be elected a Member of the Committee for the ensuing Year; provided also, that no Person shall be qualified to be elected, nor to serve or act as a Member of the said Committee, who shall hold any Place of Profit, or be concerned or interested in any Contract or Contracts under the said Company, or shall be a Dealer, either directly or indirectly, in any Article, Matter, or Thing used by the said Company.

For supplying Vacancies in Committees.

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

General Meetings for choosing Committees to consist of One hundred Shares.

XXIV. And be it further enacted, That if at any General Meeting, or Special General Meeting, there shall not be Persons present who shall be possessed of or entitled to at least One hundred Shares, or Subscriptions of Five thousand Pounds or upwards, in the said Undertaking, either as Principals or Proxies, no Choice of a Committee, nor any Removal of a Person or Persons from any such Committee, nor any Election of any Person or Persons in the Room of such of the Members of the said Committee as shall die or decline to act, shall be made, nor shall any Bye Law, Rule, or Regulation be made or altered at that Time, but in such Case there shall be another Meeting of the said Company of Proprietors at the same Place, at the Expiration of Fourteen Days; and if a sufficient Number of Proprietors, as Principals or by Proxies, shall not then attend, the said General Meeting shall stand adjourned to that Day Three Weeks next following, and so from Time to Time as often as the same shall happen, until at any such General Meeting there shall be a sufficient Number of Proprietors, as Principals or Proxies, present, and such Choice, Removal, or new Appointment of any Member of any such Committee so before appointed shall then take place, and not before; and such Committee so before appointed shall continue to act and have the same Powers as they had and were possessed of, until a new Committee shall be appointed as aforesaid.

Treasurer and Clerk to be elected.

XXV. And be it further enacted, That the said Company of Proprietors shall at their said First General Meeting, or at some Adjournment thereof, elect and choose a Treasurer or Treasurers, and Clerk, for transacting the Business of the said Company; and it shall be lawful for the said Company, at any subsequent General or Special Meeting to be holden as herein-before directed, from Time to Time to remove and displace such Treasurer or Treasurers, and Clerk, or either of them, or any

other Person or Persons who shall be thereafter elected and appointed to their respective Offices; and the said Company of Proprietors shall also from Time to Time elect, choose, and appoint, in manner aforesaid, any other Person or Persons to act as Treasurer or Treasurers, and Clerk of the said Company, in the Room of such of the said Officers as shall happen to die, or to resign, or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers, or any of them, as at any such General or Special Meeting shall from Time to Time be fixed upon and determined: Provided always, that the said Company of Proprietors shall and they are hereby required to take sufficient Security from every Person or Persons who shall hereafter be appointed Treasurer or Treasurers of the said Company, for the faithful Execution of his or their Office or Offices, before he or they shall enter thereupon.

Clerk and Treasurer not to be the same Person.

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

Powers of Committee, and Regulations, as to their Proceedings.

XXVII. And be it further enacted, That the Committee of Management for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purposes they may think proper, and to appoint the Times and Places of holding General and Special Meetings; and at all Meetings of the said Committee One of the Members present shall be appointed Chairman, and all Questions, Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present (the whole Number present not being in any Case less than Three), and such Committee shall have full Power and Authority to direct and manage all the Affairs of the said Company, as

as well in contracting for and purchasing Messuages, Tenements,, Lands, or other Hereditaments and Materials for the Use of the said Undertaking, as in employing, ordering, and directing the Works and Workmen, and in nominating, appointing, electing, placing or displacing any Officer, Engineer, Agent, Servant, and Workman of the said Company (except the Treasurer or Treasurers and Clerk herein-before directed to be appointed by a General Meeting of the said Company), with such Salary, Gratuity, or Recompence as to the said Committee shall seem proper, and in making all Contracts and Bargains touching the said Undertaking; and the said Committee of Management may require such Security to be given to the said Company of Proprietors from any Officer or Officers (not being a Treasurer or Clerk of the said Company) or other Person, for the faithful Execution of their respective Duties, as they may think proper or reasonable; and no Member of the said Committee (although he may be a Proprietor of many Shares in the said Undertaking) shall have more than One Vote in any Committee, except the Chairman, who, in case of an equal Division, shall always have a Second or casting Vote, although he may have given One Vote before; and every such Committee shall keep a regular Minute and Entry of their Proceedings, and from Time to Time make Report of their Proceedings to the said stated General Meetings, and if required to the Special General Meetings of the Proprietors, and shall obey their Orders and Directions.

Accounts to be kept.

XXVIII. And be it further enacted, That the said Committee shall keep or cause to be kept a full and true Account of all Monies disbursed and Payments made by the said Committee, and by all and every Person and Persons employed by or under them, and of all and every Sum and Sums of Money which they shall receive on behalf of or in respect of such Undertaking, from any Collector or Collectors of the Rates hereby authorized to be taken, or other Officer or Officers, or from any other Person or Persons whomsoever, employed in or having any Concerns, Dealings, or Transactions with the said Undertaking, or in or with any Part or Parts thereof, and shall regularly write, insert, and enter, or cause to be written, inserted, and entered, in a Book or Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of every such Contract, Bargain, Receipt, and Disbursement, and of other their Orders and Proceedings; which Book or Books shall be deposited with and kept locked up under the Care and Direction of the said Committee: Provided always, that every Proprietor shall have free Access thereto for his, her, or their Inspection, without paying any thing for the same.

Officers to account.

XXIX. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act, shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Person or Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his or her Hand, of all Monies which shall have been by him or her had, collected, or received, and how, and to whom, and for what Purpose the same and every Part thereof have or hath been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and he is hereby required to pay all such Monies as upon the

the Balance of such Account shall appear to be owing from him or her to such Person or Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render and deliver such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Person or Persons as they shall appoint, within Three Days after being thereunto required by the said Company, or by such other Person or Persons, all Books, Papers, and Writings in his or her Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by any of the said Company, or by any Person on their Behalf, to any Justice of the Peace for the said Town and County, or County of *Nottingham* (as the Case may be), such Justice may and he is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his or her appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if, upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Monies to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing, shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required, by Warrant under his Hand, to commit such Officer or Person to the Common Gaol or House of Correction of the said Town and County, or County of *Nottingham* (as the Case may be), there to remain, without Bail or Mainprize, until he or she shall have delivered up the said Books, Papers, and Writings, and the Vouchers and Receipts relating thereto, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charges of such Distress and Sale (if any) as shall in that respect have been made, or until he or she shall have compounded with the said Company for such Money and Charges, and paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), and shall have delivered up all such Books, Papers, and Writings, Vouchers and Receipts as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Orders and Proceedings to be entered in a Book.

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

How Notices of Meetings are to be given.

XXXI. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special Meetings of Proprietors, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be given by Advertisement to be inserted in some one Newspaper usually printed or circulated in the said Town and County of the Town of *Nottingham*, or by Letters from the Clerk of the said Company, sent by the Post to or left at the usual Place of Abode of the Proprietors respectively; and such Notices when so published or given shall be deemed and considered the same as Personal Notices.

Committee may appoint temporary Treasurer, &c.

XXXII. And be it further enacted, That in case any such Treasurer or Clerk shall die, be removed from, or quit the Service of the said Company, it shall be lawful for the said Company at their said stated or Special General Meetings, or for the Committee of the said Proprietors, to appoint any other fit Person or Persons to execute such Office or Offices in the Place of the Person or Persons who shall so die, be removed from or quit the Service of the said Proprietors; but in case any such new Appointment be made by the said Committee, the same shall only continue until the next stated or Special General Meeting of the said Proprietors, when the Appointment of such Person or Persons to such respective Office or Offices shall either be confirmed, or such other fit Person or Persons appointed to succeed to such Office or Offices, as the said Proprietors at such stated or Special General Meeting shall think proper; all which Acts of the said Committee shall be conclusive, unless revoked by the General Meeting holden next after such Acts as aforesaid.

Calls to be made on Subscribers.

XXXIII. And be it further enacted, That the Committee of Management for the Time being shall have full Power and Authority to make such Call or Calls for Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as the said Committee of Management shall from Time to Time find wanting and necessary for the Purpose of the said Undertaking, so that no such Call do exceed the Sum of Twenty Pounds *per Centum* for or in respect of any One Share, and so that no Call or Calls be made but at the Distance of Two Calendar Months at least from each other; and the Sum or several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, to be issued and applied as directed in this Act; and the said several Sums of Money so called for shall be paid at such Time and Place as shall be directed and appointed by the said Committee in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money so to be called for, during the Space of Twenty-one Days next after the Time appointed for Payment thereof, then and in such

If Calls are not paid, Shares to be forfeited.

Case

Case such Person or Persons so neglecting or refusing shall absolutely forfeit all his, her, or their Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him, her, or them on account thereof; and all Shares which shall or may be so forfeited, shall or may be sold at a public Sale for the most Money that can be gotten for the same, and the Produce thereof shall be applied and disposed of in manner by this Act directed; and the said Committee, or any Three of them, shall have Power and Authority to assign and transfer such Shares to such Person or Persons as shall become the Purchaser or Purchasers thereof; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to and for the Proprietor and Proprietors, or his, her, or their Executors, Administrators, Successors, and Assigns, so forfeiting, against all Actions, Suits, and Prosecutions, for any Breach of Contract or other Agreement between such Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, and Assigns, and the said Company, with regard to the future carrying on and Management of the said Undertaking: Provided always, that no Advantage shall be taken of any Forfeiture of any Share or Shares in the said Undertaking, until Notice in Writing, under the Hand of the Clerk or Treasurer of the said Company, shall have been given or sent by the Post to or left at the usual Place or Places of Abode of the Owner or Owners of such Share or Shares respectively, nor until the same Share or Shares shall have been declared to be forfeited at some stated or General Special Meeting of the said Company, which shall be held after the End of Three Calendar Months from the Day on which Notice of Forfeiture shall have been given.

Forfeited Shares may be sold.

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

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

XXXV. And whereas in Cases where the original Holder or Proprietor, or Holders or Proprietors of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his, her, or their Right and Interest to some other Person or Persons, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is or are the Owner or Proprietor, or Owners or Proprietors of such Share or Shares,

For ascertaining the Proprietorship of Shares in certain Cases.

Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all the Cases aforesaid, where the Right and Property in any Share or Shares in the said Undertaking shall pass from the original Subscriber or Subscribers, or any Proprietor or Proprietors thereof, to any other Person or Persons, by any other legal Means than by a Transfer and Conveyance thereof in the Form and Manner herein specified or herein otherwise provided, an Affidavit shall be made and sworn to by One credible Person, before One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, and such Affidavit shall be delivered to and left with the Clerk to the said Company, to the Intent that he may preserve the same, and enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the said Company; and in all or any of the said Cases, after Ten Days Notice in Writing shall have been given by the said Committee of Management, under the Hand of the Clerk or Treasurer of the said Company, to the Person or Persons stated or claiming in such Affidavit to be the Owner or Owners of such Share or Shares, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the said Subscribers and Proprietors, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in manner by this Act directed.

Proprietors in arrear not to vote.

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

Committee to be under Controul of General Meetings.

XXXVII. And be it further enacted, That such Committee shall keep a regular Minute or Entry of their Procceedings, and from Time to Time make Reports to and be subject to the Examination and Controul of the said General and Special Meetings of the said Proprietors as aforesaid, and shall pay due Obedience to all such Orders and Directions in and about the Premises as shall from Time to Time be made by the said Proprietors at any such General or Special Meeting, such Orders and Directions not being contrary to any express Directions or Provisions in this Act contained.

Shares may be disposed of.

XXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors of any Share or Shares in the said Undertaking to sell or dispose of his, her, or their Share or Shares therein, subject to the

Rules and Conditions herein mentioned; and an Entry of every Transfer shall be made in a Book or Books to be kept for that Purpose by the Clerk to the said Company, for which Entry no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry accordingly; and until the Entry of such Transfer shall be made with the Clerk to the said Company, and entered as aforesaid, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Vote as a Proprietor or Proprietors.

Form of Transfer.

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

'I in consideration of the Sum of
'Pounds paid to me by do hereby bargain, sell,
'and transfer to the said Share in the *Nottingham*
'*Trent* Waterworks, to hold to the said his Exe-
'cutors, Administrators, and Assigns, subject to the same Rules and
'Orders, and on the same Conditions on which I held the same imme-
'diately before the Execution hereof; and I the said
'do hereby agree to accept the said Share, subject to the same Rules,
'Orders, and Conditions. Witness our Hands and Seals the
'Day of .'

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

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

Accounts to be kept, and Divisions of Profits to be made up annually.

XLI. And be it further enacted, That the said Company of Proprietors, or their Committee of Management, shall and they are hereby required, from the Time of the passing of this Act, to cause a true, exact, and particular Account to be kept, and annually made up and balanced on the Twenty-fifth Day of *March* in each Year, of the Money collected or received by the said Company or their Committee of Management, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the erecting, making, supporting, maintaining and carrying on the said Works, and of all other the Receipts and Expenditure of the said Company or their Committee of Management; and at the General yearly Meeting of the Proprietors of the said Undertaking, to be from Time to Time holden as aforesaid, or at some Adjournment thereof, a Dividend shall be made out of the clear Profits of the said Undertaking, unless such yearly Meeting shall declare otherwise; and such Dividend or Dividends shall be at and after the Rate of so much *per Centum* upon the several Sums invested by the Members thereof in the Joint Stock of the said Company, as such Meeting or Meetings shall think fit to appoint and determine: Provided always, that no Dividend shall be made whereby the Capital of the said Company shall be in

any Degree reduced or impaired; nor shall any Dividend be paid in respect of any Share or Shares, after a Day appointed for Payment of any Call for Money in respect thereof, until such Call shall have been paid.

Committee of Management may declare intermediate Dividends.

XLII. Provided always, and be it further enacted, That notwithstanding any thing herein-before contained, it shall be lawful for the Committee of Management, and they are hereby authorized and empowered, to declare One or more Dividend or Dividends at such intermediate Time or Times between the said annual Meetings as the said Committee shall think fit.

Regulation as to Acquisition of Shares;

XLIII. And whereas by the Marriage or Death of Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid or may belong; be it therefore further enacted, That before any Person or Persons who shall claim any Part of the Profits of the said Undertaking

by Marriage;

in right of Marriage shall be entitled to receive the same, or be entitled to vote in respect of any Shares, an Affidavit, or solemn Affirmation by any Person of the Society of Quakers, in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, shall be made and sworn to or solemnly affirmed by some credible Person before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same and make an Entry thereof in the Book or Books which shall be kept by the said Clerk for the Entry of Transfers of Sales of Shares in the said Waterworks; and

by Will or course of Administration;

before any Person or Persons who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Shares, the said Will, or the Probate thereof, or Letters of Administration, shall be produced and shown to the said Clerk, or a Copy of so much of such Will as shall relate to the Share or Shares of the Testator shall be made and sworn to, or solemnly affirmed to, by the Executor or Executors of the said Will, before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace as aforesaid, and shall also be transmitted to the said Clerk, who

by any other Means.

shall file and enter the same as herein-before mentioned; and in all Cases other than herein-before mentioned, when the Right and Property of any Share or Shares in the said Undertaking shall pass from the original Proprietor or Proprietors thereof to any other Person or Persons, by any other legal Means than by a Transfer and Conveyance thereof as herein directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to, or solemnly affirmed to, by One or more credible Person or Persons, before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors of the said Company; and the Clerk of the said Company shall be entitled to receive for each and every of such Entries, as is herein-before directed, the Sum of Two Shillings and Sixpence and no more.

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

XLIV. And be it further enacted, That the Receipt or Receipts of the Person or any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company, shall from Time to Time be a sufficient Discharge to the Treasurer or Treasurers for the Time being of the said Company, for any Dividend or Dividends, Sum or Sums of Money, which shall become due and payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipt of Parents or Guardians of Minors.

XLV. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, the Receipt of the Parent or Guardian for the Time being of such Minor shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Power to make Waterworks and take Lands, &c.

XLVI. And be it further enacted, That it shall be lawful for the said Company of Proprietors and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, to make, complete, maintain, and keep Waterworks, Reservoirs, Aqueducts, Waterwheels, Steam Engines, and other Engines, Pipes, and other Conveniences, in and near the several Parishes, Townships, or Places of *Saint Mary*, *Saint Peter*, and *Saint Nicholas*, all in the Town and County of the Town of *Nottingham* aforesaid, and the several extra-parochial Places situate within the Liberties of the Castle of *Nottingham* in the County of *Nottingham*, for supplying the same respectively with Water from the River *Trent* by the said Waterworks; and the said Company of Proprietors are hereby fully empowered, by themselves, their Deputies, Agents, Workmen, or Servants, to supply the said intended Waterworks, and the said Reservoirs and Aqueducts, whilst the same shall be making and at all Times for ever after the same shall be made, with Water from the River *Trent* at or near the *Trent Bridge* aforesaid, and to make such and so mady Feeders, Tunnels, and Shafts, and to make, erect, and set up so many Stopgates, Locks, Sluices, Weirs, Engines, Steam Engines, and other Machines, for supplying the said Waterworks and the said Reservoirs and Aqueducts with Water, and for any other Purposes for the making, maintaining, and using of such Waterworks, as they the said Company or their Successors shall from Time to Time think proper and expedient; and for the better effecting the Purposes aforesaid the said Company, and their Officers, Workmen, and Servants, are hereby empowered to go, enter, and pass in, upon, over, under, and through the Lands and Grounds, Waters, Highways, Roads, Passages, and all other Lands and Places of or belonging to any Person or Persons, Bodies Politic or Corporate whatsoever, mentioned and specified in the Plan and Book of Reference herein-after mentioned, and to set out and ascertain such Part or Parts thereof as they the said Company shall think necessary and proper for making, completing, maintaining, using, and improving the said Waterworks, Reservoirs, Pipes, Aqueducts, and all such other Matters, Works, and Conveniences as they shall think necessary for effecting the Purposes aforesaid; and for the Purpose of doing the same, and of distributing such Water to the different Inhabitants, and effectuating the several Purposes of this Act, it shall be lawful for the said Company

pany and their Successors, and for their Agents, Officers, Workmen, and Servants, to dig and break up the Soil and Pavements of any of the Roads, Highways, Footways, Streets, Lanes, Alleys, Passages and public Places, within the several Parishes of *Saint Mary*, *Saint Peter*, and *Saint Nicholas*, all in the Town and County of the Town of *Nottingham*, and of the several extra-parochial Places situate within the Liberties of the Castle of *Nottingham* in the County of *Nottingham*, and to sink and lay Mains, Pipes, Trunks, and other Conveniences, for the Purposes aforesaid, and to put Stopcocks or Plugs, or Branches from such Mains, Pipes, Trunks, and other Conveniences, in such Places and in such Manner as shall be necessary for the Purposes aforesaid, and from Time to Time to alter the Position of, and to repair, relay, and maintain such Mains, Pipes, Trunks, Stopcocks, and Plugs, and do all such Acts, Matters, and Things, as they the said Company and their Successors shall from Time to Time and at any Time think necessary for completing, amending, repairing, improving, and using the Works authorized by this Act to be done and provided, according to the true Intent and Meaning hereof; and the said Company are hereby empowered to make such Engines, Houses, and other Works, and all such Cisterns, Ponds, Reservoirs, Basins, Main Pipes, Rider Pipes, Hand Pipes, Stand Pipes, Service Pipes, Branches of Lead and other Metal, Cocks, Chamber Cocks, Cocks in Common, Stopcocks, Valves, Fireplugs, Airplugs, Firecocks, Mains, Feeders, Fanapers, and Pumps, as the said Company shall think requisite for the several Purposes of the said Undertaking, and also from Time to Time to divert, alter, repair, widen, enlarge, amend, and discontinue the same, they the said Company, their Agents, Deputies, Officers, Workmen, and Servants, causing no Obstruction, Injury, or Impediment to the Navigation of the said River *Trent*, or any of the Side Cuts or Canals belonging to the Company of Proprietors of the River *Trent* Navigation, and doing as little Damage as may be in the Execution of the Powers hereby granted to them, and making Satisfaction, in manner herein-after mentioned, to the Owners, Proprietors, and all other Persons interested in the Lands, Tenements, Waters, and Hereditaments respectively, which shall be used for the Purposes of this Act, or which shall be injured or damaged by means of the Exercise of any of the Powers hereby granted, or to be by them sustained by reason of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company, and their Agents, Officers, Servants, Workmen, Assistants, and all other Persons whomsoever, for what they or any of them shall do or cause to be done under or by virtue of the Powers hereby granted; and for the Privilege of breaking up such Soil and Pavement as aforesaid, the Company shall yearly, and on the Twenty-fifth Day of *March* in every Year, pay unto the Mayor and Burgesses of the said Town of *Nottingham* the Sum of One Pound, as an Acknowledgment of their Right of Soil as Lord of the Manor of the said Town and County of the Town of *Nottingham*.

Water only to be taken from the River Trent when it shall exceed the Depth of

XLVII. Provided nevertheless, and be it further enacted, That nothing in this Act contained shall authorize or empower the said *Nottingham Trent* Waterworks Company to take or use any Water from or out of the said River *Trent* for the Purposes of this Act, by means of Pipes or otherwise, except at such Time or Times when the said River *Trent*, in the navigable Channel thereof, shall exceed the Depth of Thirty Inches perpendicular

perpendicular in Water, and so as not to occasion any Diminution in such Depth, as required by an Act passed in the Thirty-fourth Year of the Reign of His late Majesty, intituled *An Act to alter and amend an Act of the Twenty-third Year of His present Majesty, for improving the Navigation of the River* Trent, *and for making and maintaining a navigable Canal from the said River in the Parish of* Beeston, *to join the* Nottingham *Canal in the Parish of* Lenton, *in the County of* Nottingham, *and also certain Cuts on the Side of the said River;* and for the Purpose of ascertaining the same, it shall be lawful for the said Company of Proprietors of the River *Trent* Navigation, or any of their Surveyors, Agents, or Officers, or any Person or Persons employed by them, at all seasonable Times to enter into and upon, and to inspect and examine any of the Works belonging to the said Waterworks Company.

30 Inches perpendicular.

XLVIII. And whereas Maps or Plans, describing the Line of the said intended Aqueducts and Pipes, and the Lands through which the same respectively are intended to be carried, and the Situation of the intended Reservoirs, together with Books of Reference, containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, have been deposited at the respective Offices of the Clerks of the Peace for the said Town and County of the Town of *Nottingham*, and for the said County of *Nottingham;* be it therefore further enacted, That the said Maps or Plans and Books of Reference shall remain in the Custody of the said respective Clerks of the Peace for the Time being, or their respective Deputies, and all Persons shall at any reasonable Time have liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, such Copy or Copies to be made by the said Clerks of the Peace, or their respective Deputies, on being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies; and the said Company of Proprietors, their Successors and Assigns, shall not, in laying and making such Aqueducts and Pipes of the aforesaid Waterworks, deviate more than One hundred Yards from the Line or Course described in the said Maps or Plans, nor make any Wells, Cisterns, or Reservoirs in any other Lands, Grounds, or Situations than in those therein described, without the Consent in Writing of the Owner or Owners and Occupier or Occupiers of the Lands or Grounds in which they shall so deviate, or make such other Wells, Cisterns, or Reservoirs, except as herein-after is mentioned and provided for.

Map and Book of Reference to remain with the Clerks of the Peace.

Not to deviate from Plan.

XLIX. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said Waterworks, Reservoirs, Aqueducts, Waterwheels, Steam Engines and other Engines, Pipes, and other Conveniences hereby authorized to be made, on account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more Justices of the Peace acting for the said Town and County of the Town of *Nottingham*, or County of *Nottingham*, (as the Case may be,) and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake only.

Errors in the Book of Reference not to impede the Works hereby authorized.

L. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company of Proprietors,

Houses and Gardens not to be used

without Consent of the Owner.

prietors, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Waterworks, Reservoirs, Aqueducts, Waterwheels, Steam Engines and other Engines, Pipes, and other Conveniences hereby authorized to be made, any House or other Building which was erected or built on or before the First Day of *January* One thousand eight hundred and twenty-six, or any Land or Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, without the Consent in Writing of the Owners or Proprietors thereof, and Persons interested therein respectively, first had and obtained.

Houses, &c. to be purchased within Five Years.

LI. And be it further enacted, That if the said Company shall not, within the Space of Five Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as herein-after mentioned, the several Houses, Buildings, Lands, Tenements, and Hereditaments which they are hereby empowered to purchase as aforesaid, or so much thereof as they shall deem necessary or proper for the Purposes of this Act, then and from thenceforth the Powers and Authorities hereby granted to them for such Purpose only shall cease, determine, and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

Power to contract for the Purchase of Lands and Buildings.

LII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments, for the Purposes of this Act, and to accept and take a Conveyance thereof; and it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all and every Person and Persons whomsoever, who are or shall be seised, possessed of, or interested in any such Lands, Tenements, or Hereditaments which shall be thought necessary to be purchased for the Purposes of this Act, to treat, contract, and agree with the said Company for the Sale thereof, or for Satisfaction for any Damage which may be done thereto, and to sell and convey all or any Part thereof, and all Right, Title, and Interest whatsoever in and to the same, to the said Company, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances and Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim and Demand whatsoever of their

their several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate; and the same shall be deemed and considered to bar the Dower and Dowers of such Person and Persons, and all Estates Tail and other Estates in Possession, Reversion, Remainder, or Expectancy, and the Issue and Issues of such Person, and Persons claiming under them, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law, any Law, Statute, or Usage, or any other Matter or Thing whatsoever to the contrary thereof in anywise notwithstanding; and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and all and every other Person and Persons, is, are, and shall be hereby indemnified for what he, she, or they shall do by virtue and in pursuance of this Act.

Form of Conveyance.

LIII. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments, to be made to the said Company, shall be made in the Form or to the Effect following; (that is to say,)

'I of in consideration of the Sum of to me paid by the *Nottingham Trent* Waterworks Company, do hereby, in pursuance and by virtue of the Power in that Behalf contained in an Act passed in the Seventh Year of the Reign of King *George* the Fourth, intituled *An Act, &c.* [*here set forth the Title of this Act,*] grant and convey to the said Company and their Successors all [*here describe the Premises to be conveyed*], and all my [*or* our] Right, Title, and Interest to and in the same and every Part thereof; to hold to the said Company and their Successors for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal, this Day of in the Year of our Lord .'

And all such Sales, Conveyances, and Assurances so made shall be good, valid, and effectual in the Law to all Intents and Purposes whatsoever, and shall operate and be as a Merger of all outstanding Terms of Years, and be a complete and effectual Bar of all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Trusts, and Interests whatsoever.

Where small Parcels of Land are intersected, Company compellable to purchase the whole.

LIV. And be it further enacted, That if in making the said Waterworks and other Works hereby authorized to be made, any Pieces or Parcels of Ground shall be cut through and divided, so that what shall be left on each or either Side thereof shall be less than Half an Acre in Quantity, or less than Fifty Yards in average Breadth throughout the whole Length thereof, and if the Owner or Owners of any such Pieces or Parcels of Ground shall not have any other Land or Ground adjoining to that which shall be so left on each or either Side thereof, then and in every such Case, if the Owner or Owners or Person or Persons entitled to the Possession or to the Rents and Profits of the same shall so require, but not otherwise, the said Company of Proprietors shall also take and purchase the Piece

Piece or Parcel or Pieces or Parcels of Ground so left on each or either Side thereof, being less than Half an Acre in Quantity, or less than Fifty Yards in average Breadth throughout the whole Length thereof as aforesaid, the Value thereof to be ascertained in the same Manner as is directed concerning any Land or Ground to be taken and used for the Purposes of this Act.

Differences respecting Land to be settled by a Jury.

LV. And be it further enacted, That if any Body Politic, Corporate, or Collegiate, Trustee or Trustees, or any other Person or Persons so interested, entitled, or empowered or capacitated to sell as aforesaid, for and on behalf of himself, herself, or themselves, or for or on behalf of his, her, or their Cestuique Trusts, or of the Person or Persons entitled in Remainder or Reversion after them as aforesaid, or of any other incapacitated Person or Persons as aforesaid, shall refuse to accept such Purchase Money, Recompence, or other Compensation as shall be offered them by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party or Parties giving such Notice shall therein request that the Matter or Matters in dispute may be submitted to the Determination of a Jury; or if any Body or Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or any other Person or Persons interested, entitled, or empowered to sell as aforesaid, shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the principal Officer of any such Body or Bodies Politic, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, or left at the last or usual Place or Places of his or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands or Hereditaments required for the Purposes of this Act, neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or shall by reason of Absence be prevented from treating, or shall by reason of Nonage, or any other Impediment or Disability not provided for by this Act, be incapable of treating or making such Agreement as shall be expedient for enabling the said Company to proceed in making the said Waterworks, and other the Works aforesaid, or shall not produce or evince a clear Title to the Premises they may be in Possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company; then and in every such Case the said Company of Proprietors shall, and they are hereby empowered and required from Time to Time to issue a Warrant under their Common Seal to the Sheriffs or Sheriff of the County, Town, or Place in which the Lands or Hereditaments in question shall be situated, or the Matter in question or dispute shall arise, or in case such Sheriffs or Sheriff, or their or his Under Sheriff, shall be One of the said Company of Proprietors, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matters in question, then to any One of the Coroners of such County, Town, or Place, not interested as aforesaid, or if all the Coroners shall be so interested, then to the last Persons or Person then in being who filled the Office of Sheriffs or Sheriff of the said County, Town, or Place, not interested as aforesaid, commanding such Sheriffs or Sheriff, or Coroner, or other Person, to impannel, summon, and return a Jury, and the said Sheriffs or Sheriff, Coroner, or other Person is hereby accordingly authorized, empowered, and required to impannel, summon, and return a Jury of at least Twenty-four sufficient and indifferent Men, qualified according

to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impannelled, summoned, and returned are hereby required to come and appear before the Justices of the Peace for the County, Town, or Place in which such Lands, Tenements, or Hereditaments shall lie, or the Matter in question or dispute shall arise, at some Court of General or Quarter Sessions of the Peace to be holden for the same County, Town, or Place, or at some Adjournment thereof, as in such Warrant shall be directed or appointed, and to attend such General or Quarter Sessions from Day to Day, until discharged by the said Court; and out of such Persons so to be impannelled, summoned, and returned, a Jury of Twelve Men shall be drawn by the Clerk of the Peace for the County, Town, or Place wherein such Jury shall be returned, or his Deputy, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Clerk of the Peace or his Deputy shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service, (being so qualified as aforesaid,) to make up the said Jury to the Number of Twelve; and all Parties concerned shall and may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Clerk of the Peace, or his Deputy, is hereby empowered and required to summon and call before the said Justices all and every Person and Persons who shall be thought necessary to be examined as a Witness or Witnesses touching the Matters in question or dispute, and may order and authorize the said Jury, or any Three or more of them, to view the Place or Places or Matter or Matters in controversy; and such Jury shall upon their Oaths, or being of the Society called *Quakers*, upon their solemn Affirmations, (which Oaths and solemn Affirmations, as well as the Oaths and solemn Affirmations to such Person or Persons as shall be called upon to give Evidence, the said Justices are hereby empowered and required to administer,) inquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, Grounds, Messuages, Buildings, Tenements, and Hereditaments, and also the separate and distinct Sum or Sums of Money to be paid by way of Recompence or Compensation, either for the Damages which shall or may before that Time have been occasioned and sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damages which shall have been so occasioned as aforesaid, and the Cause or Occasion of which shall have been in part only removed by the said Company, and which can or will be no further obviated, remedied, or repaired by them; and the said Justices shall accordingly give Judgment for such Purchase Money, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Bodies Politic, Corporate, or Collegiate, and all other Persons whatsoever: Provided always, 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 or Parties with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of such Person or Persons, or of the Clerk

or Agent or Head Officer of any such Body Politic, Corporate, or Collegiate, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which any such Question shall arise.

Value of Land and Damages to be ascertained separately.

LVI. Provided always, and be it further enacted, That in ascertaining the Sum or Sums of Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments, to be taken or made use of for the Purposes of this Act, the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may at any Time or Times hereafter be sustained by any Body or Bodies Politic, Corporate, or Collegiate, or by any Person or Persons respectively, being Owner or Owners of or interested in such Lands, Tenements, or other Hereditaments, for or by reason of the severing or dividing the same from other Lands, Tenements, or Hereditaments belonging to such Body or Bodies Politic, or Corporate, or Collegiate, or to any such Person or Persons aforesaid, and for or on account of the Detriment, Injury, Loss, and Damage or Prejudice, which shall or may accrue to or be sustained by such Body or Bodies Politic, Corporate, or Collegiate, Owner or Owners, or other Person or Persons interested in such Lands, Tenements, or other Hereditaments, or any of them, by reason of the making, using, repairing, or maintaining the said Waterworks and other Works and Conveniences belonging thereto, or by reason or means of the Execution of any of the Powers given to the said Company of Proprietors, such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments so to be taken and used as aforesaid.

Juries to apportion the Compensation.

LVII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid, shall be allowed to any Tenant or other Person or Persons, having a particular Estate, Term, or Interest in the Premises, for such his, her, or their Interest or respective Interests therein.

Verdicts of Juries to be recorded.

LVIII. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the Clerk of the Peace, or his Deputy, present at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County, Town, or Place in which the Matter of dispute shall have arisen, among the Records of the Quarter Sessions for 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 no more, and also to take and make Copies thereof, paying for every Copy after the Rate of Sixpence for every Seventy-two Words.

Fine on Sheriff, &c. making Default.

LIX. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make Default in the Premises, he shall for every such Offence forfeit the Sum of Fifty Pounds; and if any Person

Person so to be summoned and returned upon any such Jury as aforesaid shall not appear without sufficient Excuse, or appearing shall refuse to be sworn, or being of the Society of Persons called *Quakers*, to make his solemn Affirmation, or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so to be summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his, her, or their Costs and Expences, or appearing shall refuse to be sworn, examined, or to give Evidence, then and in every such Case every such Person so offending, having no reasonable Excuse (to be allowed by the said Justices), shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall be summoned, any Sum not exceeding Five Pounds, to be levied by virtue of any Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, her, or them the Overplus of the Money they produced, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

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

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

By whom Expences of Jury shall be paid.

LXI. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for more Money than shall have been previously offered for or on behalf of the said Company of Proprietors, as a Recompence or Satisfaction for any such Lands, Tenements, or Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, all the Costs and Charges incurred in summoning, impanelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said Company of Proprietors, out of the Monies to be raised by virtue of this Act; and in case such Costs and Expences shall not be paid to the Party or Person entitled to receive the same, within Twenty-one Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels vested in the said Company, or of any Goods or Chattels of the Treasurer or Treasurers of the said Company, (unless such Treasurer or Treasurers shall pay such Costs and Charges out of the Monies received by him or them by virtue of this Act, which he or they is and are hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the

the said Town and County of the Town of *Nottingham*, or County of *Nottingham*, (as the Case may be,) which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for the Purpose by the Party or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for no more or for less Money than shall have been previously offered by or on behalf of the said Company, as such Recompence or Satisfaction as aforesaid, all the Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Parties refusing or neglecting to treat or agree as before mentioned, and by the said Company; but in Cases where any Person or Persons, Party or Parties, shall have been prevented by Absence from entering into any Treaty with the said Company, the Costs and Charges so incurred shall be borne by the said Company in manner aforesaid; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges, the same shall be settled and ascertained by any Justice of the Peace for the said Town and County of the Town of *Nottingham*, or County of *Nottingham*, (as the Case may be,) not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof, having been first paid by the said Company, may be deducted by them out of the Monies awarded to be paid to such Party or Parties, as so much Money advanced for his, her, or their Use, and the Payment or Tender of the Balance of such Money shall be deemed and taken, to all Intents and Purposes whatsoever, to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Company from the Party or Parties liable to the Payment thereof, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

Persons requesting Juries to enter into Bonds to prosecute.

LXII. And be it further enacted, That all and every Person or Persons who shall refuse to accept such Purchase or Compensation Money as shall have been offered them by the said Company, and shall request that the Matters in dispute shall be referred to the Determination of a Jury, shall, before the said Company shall be obliged to issue out their Warrant or Warrants for the summoning of such Jury, first enter into a Bond, with Two sufficient Sureties, to the Treasurer of the said Company, in a Penalty of One hundred Pounds, to prosecute such his, her, or their Complaint, and to bear and pay his, her, or their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case such Costs and Expences shall fall upon him, her, or them to be paid according to the true Intent and Meaning of this Act.

Where Persons Lands are damaged,

LXIII. And be it further enacted, That if at any Time or Times hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Tenements, Hereditaments, or Property, by reason of the Execu-

tion of any of the Powers given by this Act, and for which a Compensation is not herein-before provided, then and in every such Case such Damages shall from Time to Time be settled and ascertained or assessed by a Jury, and the Sum or Sums of Money to be paid for the same shall be recovered, levied, and applied in such and the same Manner as is herein directed with respect to such Damages as are herein-before provided for, and the Money to be paid as a Recompence for the same.

Compensation to be settled by a Jury.

LXIV. 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, to receive and take notice of any Complaint or Complaints to be made by any Person or Persons whomsoever for any Injury or Damage by him, her, or them sustained, or supposed to be sustained, by virtue or in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person or Persons to the said Company, within the Space of Three Calendar Months after the Time of such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Notice of Injury to be given to Company.

LXV. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury or Juries in manner aforesaid, for the Purchase of any such Lands, Tenements, or other Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages, as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or other Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive such Money or Compensation respectively, within One Calendar Month after the same shall be so agreed for, determined, or assessed, or if the Person or Persons so entitled or interested as aforesaid, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to, or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then, upon Payment of the said Sum or Sums of Money into the Bank of *England*, as herein-after directed and required, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, and other Hereditaments respectively, and then and thereupon such Lands and Grounds, Tenements and other Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her, or their Issue, and of every

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

every other Person whomsoever therein; provided nevertheless, that before such Payment, Tender, or Investment in the Bank of *England* as aforesaid, it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut into such Lands or Grounds, Tenements or Hereditaments, for the Purpose of making the said Water-works or other Works hereby authorized to be made, without the Leave of the respective Owners and Occupiers thereof in Writing under their respective Hands.

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

LXVI. And be it further enacted, That every Tenant at Will, Lessee for a Year, and other Person or Persons in Possession of any Lands, Tenements, and Hereditaments which shall be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenant at Will, or Lessee for a Year, or from Year to Year, shall deliver up the Possession of such Premises to the said Company, or to such Person or Persons as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company, or left upon the said Premises, whether such Notice be given with reference to the Time or Times of such Tenant's holding or not; and in case any such Tenant or Lessee, or Persons so in Possession as aforesaid, shall refuse to give such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept or Precepts to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or 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 such Costs as shall accrue from the issuing and Execution of such Precept or Precepts, on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

Interest of such Tenants may be settled by a Jury.

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

Mortgages to be conveyed to the Company, after Tender.

LXVIII. And be it further enacted, That all and every Person and Persons having any Mortgage or Mortgages on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (not being in Possession thereof by such Mortgage or Mortgages,) shall, on Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal, by the said Company, immediately convey, assign, and transfer such Mortgage

or Mortgages to the said Company, or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages, at the End or Expiration of Six Calendar Months (to be computed from the Day of giving such Notice), then, and at the End of such Six Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage or Mortgages shall amount to more than the real Value of the Premises to be taken and made use of for the Purposes of this Act, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to the said Mortgagee or Mortgagees more than the real Value of such Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed: Provided also, that in case any such Mortgagee or Mortgagees shall neglect or refuse to convey or assign as aforesaid, then, upon Payment of the Principal Money and Interest due on any such Mortgage or Mortgages as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the said Bank shall give a Receipt or Receipts for the said Money, in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person or Persons in trust for him, her, or them, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the Premises comprized in such Mortgage or Mortgages, to all Intents and Purposes whatsoever; provided also, that if such Mortgage or Mortgages shall comprize any other Lands, Tenements, or Hereditaments than those which shall be so taken by the said Company, such Mortgagee or Mortgagees shall, upon Payment or Tender of the Sum so ascertained as the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Tenements, or Hereditaments to the said Company; and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give such Receipt or Receipts as above mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in trust for him, her, or them, in the said Lands, Tenements, or Hereditaments, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises, to all Intents and Purposes whatsoever, and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees, by virtue of such Mortgage or Mortgages.

LXIX. And

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

LXIX. And be it further enacted, That if any Money shall be paid, or agreed or awarded to be paid, for the Purchase of or Damage to any Lands, Tenements, or Hereditaments purchased, taken, or used by virtue of this Act for the Purposes thereof, which shall belong to any Body Politic, Corporate, or Collegiate, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trust, or to any Person whose Lands, Tenements, or other Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there, *ex parte* the *Nottingham Trent* Waterworks Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His present 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; to the Intent that such Money may be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments, in the Purchase or Redemption of the Land Tax, or Discharge of any Debt or Debts, or such other Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, and Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made, the said Money shall, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

1 G. 4. c. 35.

LXX. And

When less than 200*l.* and not less than 20*l.*

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

Where less than 20*l.*

LXXI. And be it further enacted, That where such Money so agreed or awarded to be paid as before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used by the said Company for the Purposes of this Act, in such Manner as the said Company shall think fit, or in case of Infancy, Idiotcy, or Lunacy, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of not making out Titles, &c.

LXXII. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased by the said Company by virtue of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises, or cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them,) subject to the Order, Controul, and Disposition of the said Court of Exchequer; which said Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary

Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money, is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any Question shall arise as to the Title to Money.

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

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

LXXIV. And be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Court of Exchequer, and to be applied in the Purchase of other Lands, Tenements, and Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court of Exchequer to order the Expences of all Purchases to be from Time to Time made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Power to resell Lands not wanted.

LXXV. And whereas, in order more effectually to carry into effect the Purposes of this Act, the said Company of Proprietors may purchase Lands, Buildings, or Hereditaments, which, or Part whereof, may afterwards be

be considered as unnecessary to be made use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company of Proprietors to sell and dispose of, and by Indenture under their Common Seal absolutely to grant and convey, such Part or Parts of the Lands, Buildings, or Hereditaments which shall be so purchased by and conveyed to the said Company of Proprietors as aforesaid, and as shall not be wanted for the Purposes aforesaid; and all such Conveyances shall be good, valid, and effectual, any Law, Statute, or Custom to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by the Sale or Sales of such Lands, Buildings, or Premises, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company of Proprietors to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which the said Lands, Buildings, or Premises shall be sold, or for so much thereof as in such Receipts shall be expressed to be received; and such Person or Persons shall not be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof: Provided always, that the said Company of Proprietors, before they shall sell and dispose of such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, shall first offer to resell the same to the Person or Persons from whom they shall have purchased the same, for or at the same Price or Rate which the said Company of Proprietors shall have paid for the same; and in case such Offer shall not be accepted, or if the said Company and such Person or Persons shall differ and not agree as to the Price or Rate thereof, and such Person or Persons shall signify his, her, or their Desire to purchase the same, by a Notice in Writing to be given or left with the Clerk of the said Company, within Fourteen Days after such Offer, at a Price to be settled and adjusted by a Jury to be summoned in case of Purchases made by the said Company, as herein mentioned, *mutatis mutandis*, which Notice shall be deemed an actual Contract for Purchase of the said Premises, as against the Party or Parties giving the same, at a Price which shall be adjusted and settled by such Jury; and in case such Person or Persons shall not agree to repurchase such aforesaid Interest therein, or shall not give Notice of his, her, or their Intention of purchasing the same within Fourteen Days after such Offer of Sale, then and in every such Case, an Affidavit being made and sworn before a Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the said Town and County of the Town of *Nottingham*, by some competent Person or Persons, stating that such Offer was made by or on behalf of the said Company of Proprietors, and was not then and thereupon agreed to by the Person or Persons to whom the same was so made, and that no such Notice as aforesaid was given, shall in all Courts be sufficient Evidence and Proof that such Offer was made and was not agreed to by the Person or Persons to whom it was made (as the Case may be), and that such Notice as aforesaid was not given.

The Word "Grant" in Conveyances from the Company of

LXXVI. And be it further enacted, That in all Conveyances to be made by the said Company under or by virtue or in pursuance of the several Powers and Authorities to them hereby given, the Word "Grant" shall amount to and be construed and adjudged, in all Courts of Judicature,

Proprietors to amount to certain Covenants.

ture, to be express Covenants to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted, of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them, indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchasers or Grantees, and his, her, or their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action or Actions to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

Directing how Pipes shall be laid down.

LXXVII. Provided always, and be it further enacted, That no Water Pipes belonging to the said Company shall be laid down at a less Depth than Three Feet beneath the Pavement in any of the said Streets or Places within the said Towns and Places aforesaid (excepting passing over Bridges and Vaults); and the said Company shall be subject and liable to the Payment and Discharge of all Costs and Expences to be incurred by the breaking, taking up, relaying, reinstating, and making good all such Ground and Pavement in any of the said Highways, Streets, and Places within the said Towns and Places aforesaid as shall be broken or taken up, either for the Purpose of laying down, or for repairing, relaying, and amending any Mains, Pipes, Cocks, or Plugs to be made or laid down by virtue and in pursuance of this Act, or afterwards repaired, relaid, or amended; and if the said Company shall neglect to repair, reinstate, and make good such Ground and Pavement with all convenient Speed, they shall for every such Offence forfeit and pay the Sum of Five Pounds, one Moiety whereof shall be paid to the Informer, and the other Moiety to the Poor of the Parish where any such Neglect shall happen, to be recovered by Action of Debt or on the Case in any Court of Law; provided nevertheless, that it shall not be lawful for the said Company to lay any Pipe or Pipes, or other Apparatus for conveying Water, or any other Article, Matter, or Thing belonging to such Waterworks, over, across, or upon any public Bridge or Bridges, or within or under any Part of the Roads belonging thereto, unless such Pipe or Pipes or other Apparatus shall be conveyed under the Footpaths of such Bridge or Bridges and Roads, and within Brick or Stone Soughs, and such Soughs to be set with Lime Mortar, and be covered with good and sufficient Flags to form Part of such Footpaths; and provided also, that the Person or Persons liable to repair and amend such Bridges shall not be subject or liable to make any Recompence or Satisfaction for or by reason of any Injury, Damage, Interruption, or Inconvenience which may happen by the falling down, giving way, taking down, rebuilding, repairing, widening, amending, or improving such Bridge or Bridges, or

the Approaches to the same, or for or by reason of the Supply of Water being thereby interrupted, suspended, prevented, or in any Manner injured.

For making good the Ground, Pavement, and Roads broken up.

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

Arches and Works of the Flood

LXXIX. And whereas an Act was passed in the Thirty-sixth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for raising*,

Road not to be injured nor altered without Consent of the Trustees.

raising, maintaining, and keeping in repair the Road from the North End of the Bridge commonly called The Old Trent Bridge, *to the West End of* Saint Mary's *Churchyard, by way of* Hollowstone *in the Parish of* Saint Mary *in the Town of* Nottingham, *and for erecting and maintaining such and so many Flood Bridges upon the said Road as may be necessary to carry off the Flood Water, and for widening and improving the Entrance into the Town of* Nottingham *by way of* Hollowstone; be it therefore further enacted, That whenever it shall be found necessary by such Company of Proprietors, their Agents or Workmen, to make, lay, or maintain any Mains, Pipes, Aqueducts, or other Works, in, through, over, or upon the said Road called *The Flood Road*, such Mains, Pipes, Aqueducts, or Works shall be formed or laid along the Eastern Side of the same Road (except at the Southern Extremity thereof), and within the Space of Four Feet Six Inches from the Eastern Walls of the said Bridges, and within the like Space of Four Feet and Six Inches from the Eastern Edge of the rest of the said Road, as far as the turning of the same Road at the Place called *The Hollow Stone*, and thence along the Northern Side of the same Road, within the like Space of Four Feet and Six Inches from the said Northern Side of the Road to its Termination opposite the West End of *Saint Mary*'s Churchyard, unless the Majority of the Trustees for the Time being of the said Road shall consent to a Deviation from the said Line; and whenever the said Company shall make, lay, or maintain any Main Pipe or other Aqueduct across the Southern Extremity of the same Road, for the Purpose of conveying the Water of the said Company from the Reservoir intended to be formed near the River *Trent*, on the Western Side of the said Road, to the Mains, Pipes, and Aqueducts to be made, laid, and maintained along the Eastern Side of the same Road, the same shall be done under the Inspection of the Trustees of the same Road acting in execution of the said recited Act of the Thirty-sixth Year of the Reign of His said late Majesty; and it shall not be lawful for the said Company, in making, laying, repairing, or maintaining the said Mains, Pipes, Aqueducts, or other Works, to cause any unnecessary or avoidable Obstruction to any Person or Persons, Cattle, Carriages, or other Vehicles passing and repassing along the same Road, nor in any way to damage, injure, or destroy any of the Arches, Culverts, Walls, or Works of the said Road, nor to alter the Form or Construction of any of the same Arches, Culverts, Walls, or other Works, unless with the Consent and Approbation of the Majority of the Trustees of the said Road first had and obtained; and in case any Damage or Injury shall be occasioned to any of the Arches, Culverts, Walls, or other Works of the said Road, in the making, laying, or maintaining any of the Mains, Pipes, or Aqueducts in, through, over, or upon the said Road, or by reason of any of the said Waterworks (notwithstanding the Trustees of the same Road may have approved of the Manner of making and laying such Mains, Pipes, or Aqueducts), then and in every such Case the Extent of such Damage and Injury, and the Sum or Sums of Money which ought to be paid to the Trustees of the same Road for and in respect of any such Damage or Injury, shall from Time to Time be settled, ascertained, assessed, recovered, and levied by all or any of the Ways and Means herein provided with respect to any other Damages which shall be occasioned, done, or sustained in the Execution of any of the Powers contained in this Act.

Saving the Rights of the Trustees under the recited Act.

LXXX. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Powers or Authorities vested in the Trustees for executing the said Act of the Thirty-sixth Year of His late Majesty King *George* the Third, (other than and except such of them, and so far only, as any such Powers or Authorities are expressly controuled or limited by this Act), but all such Powers and Authorities, except as aforesaid, shall be as good, valid, and effectual as if this Act had not been made.

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

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

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

LXXXII. And be it further enacted, That the said Company of Proprietors 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 occupying a private Dwelling House or Part of a Dwelling House in any Square, Street, Close, or Lane of the said Town of *Nottingham*, and other Places where the Pipes of the said Company of Proprietors hereafter shall be laid, for the Use of his or her own Family, at the following Rate *per Annum*; (that is to say), where the Rent of such

such Dwelling House or Part of a Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds and Ten Shillings; and where such Rent shall be above Twenty Pounds, and not exceeding Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent shall be above Forty Pounds, and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds and Ten Shillings; and where such Rent shall be above Sixty Pounds, and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds, and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds and Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and every such Rate shall be payable according to the actual Amount of the Rent, where the same can be ascertained, and where the same cannot be ascertained, according to such Rent as such Inhabitant shall be assessed for the House Tax: Provided nevertheless, that the said Company of Proprietors shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than Twelve Shillings in any One Year, unless they shall think fit so to do; and 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 her own Family's Consumption, or Persons requiring a Supply of Water for Baths, Ponds, Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the said Company of Proprietors, in such Cases, at such Rate as shall be settled by and between the Committee of Management of the said Company and such Persons respectively.

Where several Houses are supplied by one common Branch Pipe, each Occupier liable to Rates.

LXXXIII. And be it further enacted, That where several Messuages, Cottages, Dwelling Houses, or Tenements in the Occupation of several Persons, shall be supplied by One Common Branch Pipe to be laid to and introduced into the Wells, Reservoirs, Main Pipes, or Aqueducts of the said Company, the several Owners or Occupiers of such Messuages, Cottages, Dwelling Houses, or Tenements shall be respectively liable to pay for such Supply of Water at and after the same Rate as he, she, or they would be liable to pay for the same if each of such several Messuages, Cottages, Dwelling Houses, or Tenements was separately supplied with Water by a distinct Branch Pipe from the Works of the said Company; such several Rates or Rents, in case of Nonpayment, to be recovered as herein is mentioned.

Penalty for not supplying Water to Inhabitants.

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

have been made by such Inhabitant to the said Company for such Supply of Water, and Tender made of the Amount of the Rate for One Year for such Supply, the said Company of Proprietors shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, (in case the said Company of Proprietors, at the Time of such Demand and Tender being made, can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise,) to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the County of *Nottingham*, or for the said Town and County of the Town of *Nottingham*, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, and also the further Sum of Twenty Shillings for every Day the said Company of Proprietors shall continue to neglect or refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Penalty for injuring Works or fouling the Water;

LXXXV. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said Company of Proprietors, or their Managers, Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Exercise of any of the Powers and Authorities in this Act authorized or contained; or if any Person shall wilfully or maliciously let off or discharge any Water, so that the same shall run waste and useless, out of or from any of the Cisterns, Reservoirs, or Wells, Pipes, or Aqueducts hereby authorized to be made; or shall wilfully or maliciously break, throw down, injure, damage, or destroy any Wells, Cisterns, Reservoirs, Aqueducts, Pipes, Drains, Plugs, Cocks, Works, Matters, or Things belonging to the said Company, made or to be made and provided in pursuance of this Act, or for the Purpose of the Execution of the Powers herein contained; or if any Person shall bathe in any of the said Wells, Cisterns, or Reservoirs belonging to the said Company; or shall wade into or wash, cast, put, or throw any Dog or Cat, or other Animal, alive or dead, or any Cloth, Wool, Filth, Dirt, or other noisome or offensive Matter or Thing; or cause, permit, or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed into any of the said Wells, Cisterns, or Reservoirs, Pipes or Conduits, or otherwise wilfully foul or cause or render noisome or impure the Water running to or contained in any of such Wells, Cisterns, or Reservoirs, Pipes or Conduits; every Person offending in any of the Cases aforesaid shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

and on Persons supplied with Water supplying others.

LXXXVI. And be it further enacted, That if any Person or Persons supplied with Water by virtue of this Act shall wilfully permit any other Person or Persons, not having the Authority or Consent of the said Company, to take any Water at the Pipes or Reservoirs of the said Company, or shall supply any such other Person or Persons with any Water from such Pipes or Reservoirs, or shall, by negligently suffering his, her, or their Pipes or Aqueducts, or the Cocks belonging thereto, to be put out of Repair, occasion the Water thereby supplied to run waste and useless, then and in every such Case every Person so offending as aforesaid shall forfeit and pay to the said Company for every such Offence any Sum not exceeding Five Pounds, according to the Discretion and Decision

of the Justice of the Peace before whom the same shall be recovered, over and above the full Amount of the Damage sustained by the said Company by the Acts or Means in respect of which such respective Penalties shall be incurred; and the said Company shall be at liberty to cut off the Supply of Water from every Person so offending from the Reservoirs, Cisterns, and Pipes of the said Company.

Persons permitted to supply Water in certain Cases.

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

Requiring the Company to make Fire Plugs in every Street, &c.

LXXXVIII. And be further enacted, That the said Company shall and they are hereby required, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place, for supplying the same with Water, to fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipe, One or more proper and sufficient Fire Plug or Fire Plugs in each such Street, Passage, or Place supplied with Water from such Main Pipe, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plug shall be finished, the said Company shall immediately deliver a Key or Keys of such Fire Plug or Fire Plugs at each Place within the Town of *Nottingham* aforesaid where any Engine shall be kept for the extinguishing of Fires.

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

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

Cisterns, &c. to be provided.

XC. And, in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person

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

Powers vested in the Company shall not be alienable.

XCI. And be it further enacted, That it shall not be lawful for the said Company at any Time hereafter to sell or dispose of any of the Rights, Privileges, Powers, or Authorities vested in them by this Act, for supplying the said Town of *Nottingham* and other Places with Water, to any other Water Company now existing, or which may hereafter be established for the supplying of Water, to any Body or Bodies Politic or Corporate, or to any Person or Persons whomsoever.

Limiting the Time of completing the Works.

XCII. And be it further enacted, That in case the Works for supplying the said Town and Places aforesaid with Water shall not be completed, so as to answer the Purposes of this Act, within Five Years from and after the passing of this Act, then and from thenceforth all the Powers and Authorities herein contained relative thereto shall cease and determine, save only as to so much and such Part thereof as shall have been completed within the said Space of Five Years.

Not to obstruct the Pipes of the old Waterworks Proprietors.

XCIII. Provided always, and be it further enacted, That nothing in this Act shall extend, or be construed, adjudged, deemed, or taken to extend, to authorize and empower the said Company, or any of their Deputies, Officers, Agents, Servants, Workmen, or Assistants, to obstruct, hinder, or prevent the Communication of any of the Mains, Pipes or Works, or the Communication of Water in or through any of the Mains, Pipes, or Works of the Proprietors of the old Waterworks in the Town of *Nottingham*, on the Banks of the River *Leen* there, or of any Person or Persons, Bodies Politic or Corporate, or of the Trustee or Trustees, Lessee or Lessees, or Assignee or Assignees of such Proprietors, Person or Persons, Bodies Politic or Corporate, for supplying the said Town of *Nottingham* and the Vicinity thereof with Water, or to obstruct, hinder, or prevent the Communication of any Branch or Service Pipes, or the

the Communication of Water in or through any Branch or Service Pipes of or belonging to any of the Housekeepers and Inhabitants of the said Town of *Nottingham* and the Vicinity thereof, which now are or shall hereafter be connected with the Mains, Pipes, or Works of the said Proprietors, Person or Persons, Bodies Politic or Corporate, or of their or his Trustee or Trustees, Lessee or Lessees, Assignee or Assignees, as aforesaid; and in case any Damage, Spoil, Injury, or Obstruction shall be done or caused by the said Company, or any of their Deputies, Officers, Agents, Servants, Workmen, or Assistants, to any of the said Mains, Pipes, or Works of the said Proprietors, Person or Persons, Bodies Politic or Corporate, or of their or his Trustee or Trustees, Lessee or Lessees, Assignee or Assignees, supplying Water as aforesaid, or to any of the Branch or Service Pipes communicating therewith as aforesaid, or to the Water conveyed along the same respectively, then and in every such Case the said Company shall, upon Notice in Writing of such Damage, Spoil, Injury, or Obstruction given by the said Proprietors, Person or Persons, Bodies Politic or Corporate, or their or his Trustee or Trustees, Lessee or Lessees, Assignee or Assignees, supplying Water as aforesaid, or their or his Attorney or Solicitor or other Officer for the Time being, or by any Person making use of such Water as aforesaid, (such Notice to be left at the usual Office or Place for transacting the Business of the said Company,) cause the most proper and effectual Measures to be taken to remedy and repair, and remove and prevent such Damage, Spoil, Injury, or Obstruction, and shall also, on Demand, pay and make good any Loss, Injury, or Damage which shall or may be occasioned to the Mains, Pipes, or Works of the said Proprietors, Person or Persons, Bodies Politic or Corporate, or of their or his Trustee or Trustees, Lessee or Lessees, Assignee or Assignees, supplying Water as aforesaid, or to any of the Branch or Service Pipes communicating therewith as aforesaid, or to the Water conveyed along the same respectively, and also for any Loss which shall or may be sustained in the Supply of Water during the Time such Damage, Spoil, Injury, or Obstruction as aforesaid shall continue unrepaired or unremoved as aforesaid, the Amount whereof, and of the said Loss, Injury, or Damage to the said Mains, Pipes, or Works, Branch or Service Pipes, and to the Water conveyed along the same respectively as aforesaid, to be from Time to Time ascertained and determined, if necessary, by Two or more Justices of the Peace for the Town and County of the Town of *Nottingham*, or for the County of *Nottingham*, not being interested therein; and in default of Payment thereof, the same shall and may be levied, by Warrant under the Hands and Seals of such Justices as aforesaid, with Costs, to be assessed by such Justices, by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, which Warrant such Justices are hereby empowered to grant; and the Amount of such Loss, Injury, or Damage as aforesaid, when recovered, shall be paid to and for the Use of the said Proprietors, Person or Persons, Bodies Politic or Corporate, supplying such Water as aforesaid; and in case the said Company shall not, within Forty-eight Hours next after each and every such Notice so left as aforesaid, wholly, satisfactorily, and effectually remedy and repair, or remove and prevent every such Damage, Spoil, Injury, or Obstruction, whereof Notice shall be given as aforesaid, then and in every such Case it shall and may be lawful to and for

for the said Proprietors, Person or Persons, Bodies Politic or Corporate, or their or his Trustee or Trustees, Lessee or Lessees, or Assignee or Assignees, supplying Water as aforesaid, and the Persons making use of such Water as aforesaid, to remedy and repair, or remove and prevent every such Damage, Spoil, Injury, or Obstruction, whereof Notice shall be given as aforesaid, and to charge the Costs and Expences thereof to the said Company, the Amount of such Costs and Expences to be ascertained and determined, if necessary, by any Two Justices of the Peace as aforesaid, and to be recoverable in like Manner as the Amount of such Loss, Injury, or Damage as aforesaid is hereby authorized or directed to be recovered; and the said Company shall, over and above the Amount of the said Costs and Expences, forfeit and pay, to and for the Use and Benefit of the said Proprietors, Person or Persons, Bodies Politic or Corporate, supplying Water as aforesaid, the Sum of Ten Pounds for each and every Day during which such Damage, Spoil, Injury, or Obstruction as aforesaid shall remain and continue unrepaired or unremoved as aforesaid; and in default of Payment thereof, the same shall and may be recovered by such Ways and Means as any other Penalties can or may be recovered by virtue of this Act; and such Penalty, when so levied, shall be paid to and for the Use of the said Proprietors, Person or Persons, Bodies Politic or Corporate, supplying such Water as aforesaid.

How Notices shall be served on the Company.

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

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

XCV. And be it further enacted, That when and as often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Company, or any Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made from the said Company, in pursuance of the Direction or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being,

being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant under his Hand and Seal, or their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum or Sums of 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 and in such Case such Overplus shall be returned on Demand to the said Company, or to their Treasurer for the Time being, as the Case may be: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

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

XCVI. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty or Penalties, for any Offence or Offences 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 or Justices of the Peace by or before whom any Offender shall be convicted of any such Offence or Offences, who is hereby authorized and required, on Nonpayment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Recovery and Application of Penalties.

XCVII. And be it further enacted, That all Fines, Penalties, and Forfeitures for all and every the Offences in this Act mentioned, in relation to which the Manner of convicting the Offender or Offenders is not particularly mentioned or directed, or which shall be inflicted or imposed by any Rule, Order, or Bye Law to be made under the Authority of this Act, shall, in case of Nonpayment thereof, be adjudged by and be recovered before any Justice of the Peace for the County, Town, or Place wherein the Offence shall arise, in a summary Way; and any such Justice of the Peace is hereby authorized and empowered to convict the Offender or Offenders, upon Information by the Oath of any Person or Persons, or on the Confession of the Party offending (which Oath such Justice is hereby authorized to administer); and in default of Payment of such Penalties or Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, or of the Goods and Chattels of the said Company, if they shall offend, and be convicted as aforesaid of any Offence in this Act mentioned, by Warrant under the Hand and Seal of such Justice, and one Moiety of the Penalties and Forfeitures, when recovered, after rendering the Overplus (if any) on Demand to the Party or Parties whose Goods and Chattels shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted,) shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the Parish or Hamlet wherein such Offence shall be committed, to be by them applied towards the Relief of the

Poor of such Parish or Hamlet; and in case such Penalties and Forfeitures shall not be forthwith paid upon Conviction by any Person or Persons offending and convicted, then it shall be lawful for such Justice to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice, for his or their Appearance before him on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Five 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 or Warrants, it shall appear that no sufficient Distress can be had thereupon, or in case it shall appear, to the Satisfaction of any such Justice, either by the Confession of the Offender or Offenders, or otherwise, that such Offender or Offenders hath or have not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Fines, Costs and Charges, may be levied, were a Warrant of Distress issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for any such Justice of the Peace, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the House of Correction or Common Gaol for the County, Town, or Place, (as the Case may be,) wherein such Offence shall be committed, there to remain for any Time not exceeding Six Calendar Months.

Transient Offenders may be apprehended.

XCVIII. And whereas Persons guilty of Offences against this Act may be transient Persons, and unknown to the Officers acting under the said Company; be it therefore enacted, That it shall be lawful for any Officer acting under the said Company, with such Aid as shall be necessary, and without any other Warrant or Authority than this Act, to seize and detain any such unknown Person or Persons guilty of any Offence against this Act, and forthwith to convey him, her, or them before any Justice of the Peace of the said County, Town, or Place, (as the Case may be,) who is hereby required to proceed and act with respect to such Offender or Offenders according to the Provisions of this Act.

Form of Conviction.

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

‘ to wit. } BE it remembered, That on the Day of in the Year of our Lord is convicted before me, One of His Majesty's Justices of the Peace for the by virtue of an Act passed in the Seventh Year of the Reign of King *George* the Fourth, intituled *An Act, &c.* [*here insert the Title of this Act,*] of having [*here specify the Offence or Omission, and the Time and Place when and where committed, as the Case may be,*] contrary to the said Act; for which

‘ Offence

'Offence I do adjudge the said to have forfeited
'the Sum of . Given under my Hand and Seal the
'Day and Year first above written.'

Proceedings not to be quashed for Want of Form.

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

Distress not unlawful for Want of Form.

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

Appeal may be made to the Quarter Sessions.

CII. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons whomsoever, thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company of Proprietors, or by the Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, may, within Three Calendar Months next after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the County, Town, or Place where the Cause of Appeal shall arise, the Person or Persons appealing having first given at least Ten Days Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the Clerk or Superintendent of the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said Town or County, with Two sufficient Sureties, conditioned to try such Appeal and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General or Quarter Sessions of the Peace, or if they think proper, may adjourn the Hearing thereof to the next General Quarter Sessions of the Peace to be held for the said Town or County, and if they see Cause, may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the

the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties, to all Intents and Purposes whatsoever.

Plaintiff not to recover after Tender of Amends.

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

Limitation of Actions.

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

No Proceedings to be removed by Certiorari.

CV. And be it further enacted, That no Order, Rate, or Assessment, Judgment, or other Proceedings made touching or concerning the Conviction of any Offender or Offenders against this Act, shall be quashed or vacated for Want of Form only, or be removed or removable by Writ of Certiorari, or any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster*, any Law, Statute, or Usage to the contrary thereof in anywise notwithstanding.

Expences of the Act, how to be paid.

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

Public Act.

CVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.

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