ANNO SEPTIMO & OCTAVO

GEORGII IV. REGIS.

****

Cap. lxxxii.

An Act for more effectually supplying with Water the Inhabitants of the Town and County of the Town of *Nottingham*, and the Neighbourhood thereof. [14th *June* 1827.]

WHEREAS the Inhabitants of the Town of *Nottingham* for many Years last past have been and still are supplied with Water from the River *Leen*, by means of Engines, Pipes, and other Works, constructed and made at the Expence of the Proprietors of such Works, the Site of the Ground on which such Works have been erected having been demised by the Mayor and Burgesses of the Town and County of the Town of *Nottingham*, by Indenture dated the Twentieth Day of *July* One thousand seven hundred and four, for a long Term of Years, with certain Liberties as in such Lease are expressed: And whereas, from the great Increase of Houses, Bleaching Works, Manufactories, and Buildings erected on and near to the Banks of the said River, the Drainage therein is become so considerable as to render the Water of the said River less pure and wholesome than it was formerly: And whereas it would greatly contribute to the Health, Comfort, and Convenience of the Inhabitants of the said Town, and the several extra-parochial Places within the Liberties of the Castle, in the County of *Nottingham*, and of the several Parishes or Townships of *Basford*, *Radford*, and *Lenton*, in the said County of *Nottingham*, if a regular and ample Supply of pure

and wholesome Water were obtained, and which Supply may be conveniently procured from certain Lands and Springs in the Parish of *Basford* in the said County of *Nottingham:* And whereas it would be of great Advantage and Convenience if the Owners and Proprietors of the said Engines, Pipes, and other Works, and their Successors, were incorporated and formed into a Joint Stock Company, with Power and Authority to carry on and complete the Works necessary for affording a constant and regular Supply of Water to all the Inhabitants of the said Town of *Nottingham* and the several Parishes and Places aforesaid; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Company incorporated.

That *Samuel Barker*, *Mary Evison*, *Daniel Freeth*, the legal Personal Representatives of *John Freeth*, *John Gill*, *Susanna Middlemore*, *William Fletcher Norton Norton*, *Partridge's* legal Personal Representatives, *William Savadge*, *William Sherbrooke*, *Samuel Smith*, the said *Samuel Smith* as surviving Trustee of *Abel Collin Launder* deceased, *George Stretton*, and *Frederic White*, and their Successors, and all and every such other Person or Persons, Body or Bodies Politic and Corporate, who are or is or shall at any Time hereafter be possessed of One or more Share or Shares in the Capital Stock of the said Undertaking, and their Successors, Executors, Administrators, and Assigns, shall be and they are hereby accordingly united into a Company for completing, maintaining, and continuing the Waterworks, Reservoirs, Conduits, Aqueducts, and other Works and Conveniences hereby authorized to be done, constructed, and continued, according to the Provisions herein-after contained, and shall for that Purpose be One Body Politic and Corporate, by the Name of "The Company of Proprietors of the *Nottingham* Old Waterworks," and by that Name shall have perpetual Succession, with a Common Seal, with Power to order and dispose of the Custody thereof and the Use and Application of the same, and by that Name shall or may sue and be sued, plead and be impleaded, at Law and in Equity, and shall and may prefer and prosecute any Bill or Bills of Indictment for any Felony, Misdemeanor, or other Offence punishable by the Laws of this Realm; and the said Company shall have Power and Authority to purchase and hold Lands, Tenements, and Hereditaments to them and their Successors and Assigns, for the Use of the said Undertaking and Works, and also to sell and dispose of the said Lands, Tenements, and Hereditaments again, without incurring any of the Penalties or Forfeitures of the Statutes relating to Mortmain, and to enter into Contracts, Bonds, and other Assurances for carrying this Act into Execution.

Power of Company to continue and make Waterworks, &c.

II. And be it further enacted, That it shall be lawful for the said Company of Proprietors and their Successors, by themselves, their Deputies, Agents, Servants, Workmen, and Assistants, to continue, make, complete, maintain, sink, lay down, fix, and keep Waterworks, Houses, and other Buildings, Reservoirs, Cisterns, Tanks, Aqueducts, Conduits, Steam and other Engines, Waste Gates, Stop Gates,

Sluice Gates, Weirs, Banks, Bridges, Fences, Water Wheels, Pumps, Pipes, Tunnels, Valves, and other Works, Devices, and Conveniences, in and near the several Parishes 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*, and the several Parishes or Townships of *Basford*, *Lenton*, and *Radford*, in the said County of *Nottingham* and from Time to Time to regulate, conduct, continue, cleanse, open, widen, enlarge, alter, amend, and use the same, and to discontinue the same, and make and maintain other Works of the like or of different Nature and Sorts, as the said Company shall think fit and proper, subject to the Restriction herein-after contained, and shall and may bore, dig, trench and sough, and remove Earth, Stone, Gravel, Rubbish, Trees, Roots of Trees, Gravel, Sand, and any other Matter or Thing which may be dug or gotten or met with in and for the continuing and making of the said Reservoirs, Tanks, Conduits, Aqueducts, or the Trenches, Sluices, Pens of Water, Drains, Watercourses, or other the Works of the said Company, or which may prevent or obstruct the continuing, making, completing, maintaining, and using the same, or any of them respectively; and for the better effectuating the Purposes aforesaid, the said Company, and their Officers, Workmen, and Servants, are hereby empowered to go, enter, and pass in, upon, over, under, and through all or any of the Rivers, Brooks, Streams, Waters, Highways, Roads, Waste Lands, Streets, Lanes, Alleys, and Passages, and all other Lands and Places of or belonging to any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, mentioned and specified in the Plans and Books of Reference herein-after mentioned, except the Lands, Tenements, and Premises demised by the said herein-before mentioned Indenture of Lease after the Expiration of the Term thereof, and except also the Land and Premises adjoining to the said River *Leen* on the North Side thereof, lately agreed by the said Mayor and Burgesses to be by them leased to the present Proprietors of the said Waterworks for a Term of Years, to expire at the Termination of the said Indenture of Lease, and to set out and ascertain such Part or Parts thereof as they the said Company shall think necessary and proper for continuing, making, completing, maintaining, improving, and using the said Waterworks, Reservoirs, Pipes, Conduits, Aqueducts, and all such other Works, Matters, and Conveniences as they shall think necessary for effecting the Purposes aforesaid; and also to construct, erect, do, and perform all other Matters and Things which shall be deemed necessary and convenient for the making, completing, improving, and continuing the said Waterworks, and for conveying and bringing a sufficient Supply of Water to and through the several Streets, Lanes, Alleys, Passages, and Courts of and in the said several Parishes of *Saint Mary*, *Saint Peter*, and *Saint Nicholas*, in the said Town and County of the Town of *Nottingham*, and the said several extra-parochial Places in the Liberties of the Castle of *Nottingham* aforesaid, and of and in the said Parishes or Townships of *Basford*, *Radford*, and *Lenton*, in the said County of *Nottingham*, for the Use of the Inhabitants of the said Parishes, Townships, and Places respectively; and for the certain and more efficient Supply of Water for the Purposes aforesaid, it shall be

be lawful for the said Company, and they are hereby fully authorized and empowered, to supply the said Waterworks with Water from and out of certain Lands and Grounds in the Parish of *Basford* aforesaid, in a Place there called the *Scotholm* otherwise *Scottam*, and certain Springs and Streams rising in the said Lands and Grounds which they may by this Act be empowered to take and make use of, and to conduct the Waters thereby collected and obtained, and any other Waters, by and through Under-drains, Pipes, or otherwise, into the Reservoirs, Tanks, Cisterns, Mains, Pipes, and other Works of the said Company, as they shall from Time to Time think proper and expedient, they the said Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to the Owners or Proprietors of and all Persons interested in any Lands, Tenements, or other Hereditaments which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as are herein-after mentioned and contained.

Plans and Books of Reference to remain with the Clerks of the Peace.

III. And whereas a Map or Plan, describing the Sites of the aforesaid Springs, and the several intended Reservoirs and Line of Pipes, Aqueducts, and other Works, and the Lands and Places upon or through which the same are respectively made or built, or are intended to be carried, together with a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers thereof respectively, have been deposited at the respective Offices of the Clerk of the Peace for the said Town and County of the Town of *Nottingham*, and for the said County of *Nottingham*: And whereas another Map or Plan, describing a Variation in the Line of Pipes for conveying the Water through Part of the Parishes of *Radford* and *Lenton*, and the Lands and Places upon or through which such Variation is intended to be carried, together with a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers of such Lands and Places respectively, have also been deposited with the said respective Clerks of the Peace; 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, and all Persons shall at any reasonable Time have liberty to inspect and peruse the same, and have a Copy or Copies thereof, or of such Part thereof as such Person or Persons shall require, on paying to the said Clerk or Clerks of the Peace 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 in making such Reservoirs, Aqueducts, Conduits, and other Works, and laying such Pipes as aforesaid, shall not deviate from the Line described in the said first-mentioned Maps or Plans, save as the same is varied or altered by the said second-mentioned Plans; and that the said Company, in laying the said Pipes through the

Company not to deviate from Plans.

the Parishes of *Radford* and *Lenton* aforesaid, shall not deviate from the Line described in the said second-mentioned Plans.

No Deviation in the Line of Pipes, &c. when laid down, without Consent of Owners of Lands.

IV. Provided always, and be it further enacted, That from and after the said Aqueducts, Pipes, and Conduits shall be placed and laid down by the said Company in the said Parishes of *Radford* and *Lenton*, and the extra-parochial Places aforesaid, it shall not at any Time thereafter be lawful for the said Company to make any Deviation in the Situation of such Aqueducts or the Line of such Pipes in, under, through, or over any private Lands or Grounds in the said Parishes or Places respectively, or any of them, without the Consent in Writing of the Owner or Owners for the Time being of such private Lands or Grounds first had and obtained by the said Company.

Misnomers not to prevent the Execution of this Act.

V. 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 Reservoirs, Conduits, Aqueducts, and other Works hereby authorized to be made or continued, on account of any Error or Omission in the said Maps or Plans and Books of Reference, or any or either of them, 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 the County of *Nottingham*, and be certified by Writing under their Hands, that such Errors or Omission proceeded from Mistake only.

Company not to take certain Lands without Consent.

VI. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Reservoirs, Conduits, Aqueducts, and other Works hereby authorized to be made, or for any other the Purposes aforesaid, 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, (except such as are in the Schedule to this Act annexed particularly specified and enumerated,) without the Consent in Writing of the Owners or Proprietors thereof and Persons interested therein respectively.

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

VII. Provided always, and be it further enacted, That if the said Company shall not, within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for as herein-after mentioned, the several Houses, Buildings, Lands, Tenements, and Hereditaments which they are hereby empowered to purchase, 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

except with the Consent in Writing of the Owners and Occupiers thereof respectively.

Company empowered to purchase, and Bodies Politic, &c. empowered to sell and convey Lands.

VIII. 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, not exceeding Ten Statute Acres, for the Purposes of this Act, except the said Lands, Tenements, and Premises, or any Part thereof, demised by the said Indenture of Lease herein-before mentioned, or agreed to be demised as aforesaid, unless the said Mayor and Burgesses, their Successors and Assigns, shall have previously consented, under their Common Seal, to make Sale thereof to the said Company, and to accept and take a Conveyance thereof to them and their Successors; and it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and all Feoffees in Trust, Committees, Executors, Administrators, Femes Covert, and other Persons whatsoever, seised, possessed of, or interested in any Messuages, Mills, Lands, Tenements, Hereditaments, Springs, Reservoirs, Streams or Runs of Water, from Time to Time to contract for, sell and convey, lease or demise the same, or any Estate or Interest therein, for the Purposes of this Act, not only for and on behalf of themselves, but also for and on behalf of their Cestuique Trusts, Infants, Issue unborn, married Women, Minors, Lunatics or Idiots, or other Persons whatsoever; and all such Contracts or Agreements, Sales, Conveyances, Leases, Demises, and other Assurances, shall, without any Fine or Fines, Recovery or Recoveries, be valid and effectual in the Law to all Intents and Purposes whatsoever; and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, or any other partial or qualified Estate or Interest, Husbands, Guardians, Feoffees in Trust, Committees, Executors, Administrators, Trustees, and all other Persons whomsoever, are hereby indemnified for what they shall respectively do by virtue or in pursuance of this Act; and all such Conveyances and Assurances as shall be made upon the Sale of any Lands, Tenements, or other Hereditaments, or Rights, Interests, or Privileges therein, shall and may be made in the following Form, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Form of Conveyance.

'I of in consideration of
'the Sum of to me paid by the Company of
'Proprietors of the *Nottingham* Old Waterworks, do hereby grant
'and convey to the said Company all [*describing the Premises to be*
'*conveyed,*] and all my Right, Title, and Interest to and in the
'same, and every Part thereof; to hold the same, with the Appur-
'tenances, to the said Company and their Successors for ever, by
'virtue of an Act passed in the Eighth Year of the Reign of His
'Majesty King *George* the Fourth, intituled [*here insert the Title of*
'*this Act*]. In witness whereof I have hereunto set my Hand and
'Seal this Day of in the
'Year .'

The Words "Grant, Bargain, and Sell," to operate as Covenants for the Title.

IX. And be it further enacted, That in all Grants and Conveyance to be made by the said Company under or by virtue of the several Powers and Authorities to them hereby given, the Words "Grant, Bargain, and Sell," shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee, Lessee, or other Purchaser, his, her, and their Heirs, Executors, Administrators, and Assigns, from the said Company, for themselves and their Successors, that the said Company, notwithstanding any Act done by them, or any Person or Persons claiming by, from, or under them, were, at the Time of the Execution of every such Grant or Conveyance, seised of the Hereditaments and Premises thereby granted, conveyed, and sold, of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them.

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

X. And be it further enacted, That if in making the said Reservoirs, Aqueducts, 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 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 herein-after directed concerning any Land or Ground to be taken and used for the Purposes of this Act.

Bodies Corporate, &c. may accept Satisfaction for Damages.

XI. And be it further enacted, That all Bodies Politic, Corporate, or Collegiate, Tenants for Life or in Tail, Trustees, and other Persons herein-before capacitated to sell and convey, demise and lease Lands, Tenements, and Hereditaments, and the Owner and Owners and Occupier and Occupiers of any Lands, Springs, Reservoirs, Streams, Runs of Water, Tenements, or Hereditaments, through, in, or upon, over or under which the said Reservoirs, Conduits, Aqueducts, or other Works hereby authorized, or any of them, are or are intended to be made or laid, may accept and receive Satisfaction for the Value of such Lands, Tenements, or other Hereditaments, and for the Damages to be sustained in making and completing the said Works, in such gross Sums as shall be agreed upon by and between the said Owners and Occupiers respectively, or any of them, and the said Company of Proprietors; and in case the said Company, and the several Parties interested in any such Lands, Tenements, and Hereditaments, cannot or do not agree as to the Amount or Value of such Satisfaction or Compensation, the same shall be ascertained

tained and settled by the Verdict of a Jury, as herein-after is directed.

Differences between the Company and Land Owners to be settled by a Jury.

XII. And for settling all Differences which may arise between the said Company of Proprietors and the several Owners of or Persons interested in any Lands, Grounds, Messuages, Buildings, Tenements, or Hereditaments which the said Company of Proprietors are by this Act enabled to take and make use of for the Purposes thereof; 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, 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, her, 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 carry the Purposes of this Act into full and complete Execution, 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 Town, County, 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, 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 anyways 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 Places, not interested as aforesaid,

aforesaid, commanding such Sheriffs or Sheriff, Coroner or other Person, to impannel, summon, and return a Jury; and the said Sheriffs or Sheriff, Coroner or other Person, are and is hereby accordingly authorized, empowered, and required to summon, impannel, 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 the Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons to be impannelled, summoned, and returned are hereby required to come and appear before the Justices of the Peace at some Court of General or Quarter Sessions of the Peace to be holden for the said Town or County of *Nottingham*, 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 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, the said Clerk 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 Six 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 or 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, or 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 or last or most usual Place of Abode 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.

XIII. 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, Corporate, or Collegiate, or to any such Person or Persons aforesaid, and for or on account of the Detriment, Injury, Loss, Damage, or Prejudice which shall or may accrue to or be sustained by any 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 Reservoirs, Conduits, Aqueducts, 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 determine what Portion of Compensation shall be paid to the Tenant.

XIV. 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.

Verdict of Juries to be recorded.

XV. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the Clerk of the Peace for the said Town or County of *Nottingham*, or his Deputy, present at the taking of such Verdict and pronouncing of such Judgment respectively, shall by such Clerk of the Peace be registered among the Records of the Quarter Sessions for such Town or 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 One hundred Words.

Fine on Sheriff making default.

XVI. And be it further enacted, That if such Sheriffs or Sheriff, or their or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriffs or Sheriff, shall make default in the Premises, such Sheriffs or Sheriff shall for every such Offence forfeit the Sum of One hundred Pounds; and if any Person so to be summoned and returned upon any such Jury as aforesaid, shall not appear, nor have sufficient Excuse for his Nonappearance, 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 and 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 Twenty 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.

Jury to be subject to the same Regulations as in the Courts of Record at Westminster.

XVII. 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 Persons and Person 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 or Justices 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 Perjury are by the Laws in being subject and liable.

By whom Expences of Juries shall be paid.

XVIII. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury 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 aforesaid, all the Costs and Charges incurred in summoning, impannelling, 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

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 Ten 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 said Town or County of *Nottingham*, 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 or County of *Nottingham*, 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.

XIX. And be it further enacted, That all and every Persons or Person who shall refuse to accept such Purchase or Compensation Money as shall have been offered them, him, or her by the said Company, and shall request that the Matter 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 or Treasurers of the said Company, in a Penalty of

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 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.

Compensation in Cases not before provided for.

XX. 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 Execution 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.

Notice of Injury to be given to Company.

XXI. 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 Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

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

XXII. 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 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, Servants, and Workmen, immediately to enter upon such Lands, Tenements, and other Here-

ditaments 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 of Proprietors, 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 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 Reservoirs, Conduits, Aqueducts, and other Works hereby authorized to be made, without the Leave of the respective Owners and Occupiers thereof in Writing given under their respective Hands.

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

XXIII. 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, or 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 to such Tenant or Lessee, or left for him or her at his or her usual or last Place of Abode, or 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 Sheriffs or Sheriff of the Town or 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 Sheriffs or Sheriff (as the Case may be) are and 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 and Chattels.

Interest of such Tenants may be settled by a Jury.

XXIV. 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 of the Money due, and Interest.

XXV. 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 virtue of 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 included therein, and to be taken and made use of for the Purposes of this Act, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to the said Mortgagee 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 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 and 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 comprised in such Mortgage or Mortgages, to all Intents and Purposes whatsoever: Provided also, that if such Mortgage or Mortgages shall comprise any other Lands,

Tenements,

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 so taken 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.

Application of Compensation Money when exceeding 200*l.*

XXVI. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of the Powers of this Act, which shall belong to any Bodies Politic, Corporate, or Collegiate, Tenants for Life or in Tail, Trustee or Trustees, Executors, Administrators, Husbands, Guardians, Committees, or other Person or Persons, for on behalf of any Lunatics, Idiots, Femes Covert, or other Cestuique Trusts, or to any Person or Persons whose Lands or Estates are limited in strict or other Settlement, or to any other 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 *ex parte* the Company of Proprietors of the *Nottingham* Old Waterworks, pursuant to the Method prescribed by an Act passed in the First Year of His present Majesty
1 G. 4. c. 35. *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 shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Redemption or Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Charge or 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

settled to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Messuages, Lands, Tenements, or Hereditaments, which shall be conveyed and settled to, for, or upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, and Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing and undetermined and capable of taking effect; and in the meantime, and until such Purchase shall be made, the said Money shall, by Order of the said Court of Exchequer 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 and Settlement were made.

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

XXVII. And be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments to be purchased, taken, or used for the Purposes of this Act, 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, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under their Common Seal, be paid into the said Bank 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 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 may be applicable, without obtaining or being required to obtain the Direction or Approbation of the said Court of Exchequer.

When less than 20*l.*

XXVIII. And be it further enacted, That where such Money so agreed or awarded to be paid as herein-before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be

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 for the Purposes of this Act, for his, her, or their own Use and Benefit; or in case of Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, to and for the Use and Benefit of such Person or Persons respectively entitled thereto.

In case of not making out Titles, &c.

XXIX. 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, taken, or used under or by virtue of the Powers of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or in case the Person or Persons to whom such Sum or Sums of Money shall be awarded as aforesaid 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 said 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; which said Court, on the Application of any Person 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, and 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 therein 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 touching the Title to Money.

XXX. And be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming

ing 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, and Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased as aforesaid, 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 may order reasonable Expences to be paid by the Company.

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

Resale of Land not wanted.

XXXII. And whereas by means of the Purchases which the said Company of Proprietors are empowered and required to make by virtue of this Act, or otherwise, they may happen to be seised of more Land or Ground than will be necessary for effecting the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company to sell and dispose of any Piece or Pieces of such Land or Ground, either together or in Parcels, by public Auction or private Contract, as they shall find most convenient and advantageous, to such Person or Persons as shall be willing to contract for and purchase the same; and such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom to the contrary thereof notwithstanding: Provided always, that the said Company, before they shall sell and dispose of any such Piece or Pieces of Land or Ground, shall first offer to re-sell the same to the Owner or Owners of the adjoining Lands; and in case such Person or Persons shall be desirous of purchasing the same, and shall signify such his, her, or their Desire and Intention in that Behalf to the said Company within Fourteen Days after such Offer of Resale shall have been made; and in case such Person or Persons shall refuse or decline to avail himself, herself, or themselves of such Offer, or shall neglect or omit to signify his, her, or their Desire and Intention to repurchase such Messuages, Lands, Tenements, and Hereditaments for the Space of Fourteen Days from the Day or Time of making such Offer; then and in every such Case an Affidavit, made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the said Town

First Offer to be made to Owners of adjoining Lands.

and

and County of the Town of *Nottingham*, or the County of *Nottingham*, by some Person or Persons not interested in the same Piece or Pieces of Land or Ground, stating that such Offer was made by or on behalf of the said Company, and that such Offer was refused or declined, or was not accepted or agreed to by the Person or Persons to whom the same was made within the said Space of Fourteen Days from the Day or Time of making the same, shall in all Courts whatever be sufficient Evidence and Proof that such Offer was made, and was refused or declined, or was not accepted and agreed to within the Time aforesaid, by the Person or Persons to whom such Offer was made, (as the Case may be); and in case such Person or Persons shall be desirous of purchasing or repurchasing the same, and he, she, or they and the said Company shall differ and not agree with respect to the Price thereof, then and in such Case the Price or Prices thereof shall be ascertained by a Jury in the Manner in this Act directed with respect to the disputed Value of Premises to be purchased by the said Company in pursuance thereof, and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in and by this Act is directed with respect to the Purchases made by the said Company, *mutatis mutandis*; and the Money produced by the Sale or Sales which may be made by the said Company of such Piece or Pieces of Land or Ground as aforesaid shall be applied to the Purposes of this Act.

Restraining the Company from purchasing more than Ten Acres of Land from incapacitated Persons, &c.

XXXIII. And whereas the said Company are entitled to purchase Ten Statute Acres of Land by virtue of this Act for the Purposes thereof, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts,

Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Ten Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Ten Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, nor for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or in stead of those Ten Statute Acres, or any Part thereof, to be sold or disposed of by the said Company.

Receipt of Treasurer for Money received from the Sale of Land sufficient.

XXXIV. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by the Sale or Sales of such Land or Hereditaments as last aforesaid, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for such Land or Hereditaments, or any Parts or Parcels thereof as shall be sold, or for so much thereof as in such Receipts respectively shall be expressed to be received, and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Whole of Expence being subscribed Work may be commenced.

XXXV. And whereas the probable Expence of and attending the making the said Reservoirs, Conduits, Aqueducts, and other Works hereby authorized to be made, supported, and maintained, will (exclusive of the existing Works and Property of the said Company) amount to the Sum of Twelve thousand eight hundred Pounds, the whole of which Sum has already been subscribed by several Persons, under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them subscribed respectively; be it therefore further enacted, That the Powers and Provisions given by this Act may be put in force immediately upon the passing thereof.

Proprietors to apply Money to

XXXVI. And be it further enacted, That it shall be lawful for the said Company to apply such Money, or a competent Part thereof, for

carry on the said Works, and to divide the Capital into Shares.

for improving, continuing, making, and completing the said Reservoirs, Conduits, Aqueducts, and other Works and Conveniences hereby authorized to be made, not exceeding in the whole the said Sum of Twelve thousand eight hundred Pounds, except as herein-after mentioned; and the same, together with the existing Works and Property of the said Company, of the estimated Value of Twenty-three thousand and forty Pounds, shall be divided into One hundred and twenty-eight Shares of One hundred Pounds each, and such Shares shall be numbered, beginning with Number One, 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 or 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 Property or Sum they shall severally provide, raise, and contribute; and all Bodies Politic, Corporate, and Collegiate, and all Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally contribute or 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 Works and Undertaking, and other the Purposes of the said Subscription, shall be entitled to and receive, at such Time and Times as the said Company 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, or 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 Works or 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 Property.

XXXVII. 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 the Joint Stock or Funds of the said Company, shall be deemed Personal Estate, and be transmissible as such, and not of the Nature of Real Property.

To compel Payments of Subscriptions.

XXXVIII. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe to, advance, or provide any Money or Property for or towards making and maintaining the said Reservoirs, Conduits, Aqueducts, and other Works hereby authorized to be made and completed, and for other the Purposes of this Act, shall and they are hereby required to pay and furnish the Sum or Sums of Money and Property by them respectively subscribed and pledged, or such Parts or Proportions thereof as shall from Time to Time be called for by the Company under and by virtue of the Powers and Directions of this Act, at such Times and

Places as shall be directed by the said Company in manner hereinafter mentioned; and in case any Person or Persons shall refuse or neglect to pay or furnish the same at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity.

Subscribers to be deemed Proprietors.

XXXIX. 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 contributed, or shall become entitled to 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 every Proprietor of One Share and less than Three Shares in the said Undertaking shall in respect thereof be entitled to give One Vote, every Proprietor of Three Shares and less than Five Shares in the said Undertaking shall be entitled to give Two Votes, and every Proprietor of Five Shares and less than Eight Shares in the said Undertaking shall be entitled to give Three Votes, and every Proprietor of Eight or more Shares in the said Undertaking shall be entitled to give Four Votes, in the Stated and Special General Meetings to be held as herein-after appointed for carrying on the said Undertaking or relative thereto: Provided always, that nothing herein contained shall extend or be construed to extend to authorize or empower any Proprietor of Shares in the said Undertaking to give more than Four Votes at any such Meeting as aforesaid, 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* Old Waterworks, 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 Proprietors 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 .'

All Questions to be decided by the Majority of Votes.

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 then present; and at every such Meeting One of the Proprietors then present shall be appointed

pointed Chairman, who shall not only be entitled to vote as a Proprietor, but in case of an Equality of Votes shall also have the decisive or casting Vote.

Lunatics and Minors to vote by Committees and Guardians.

XL. 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 or their Committees, or any One of such Committees, 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.

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

XLI. And, for the better securing to the several Proprietors of the said Undertaking their respective Shares therein, be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, to cause the Names and proper Additions of the several Persons who shall then be entitled to Shares in the said Undertaking, with the Number of the Shares, or the Amount of all the Subscriptions which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and also shall cause a Certificate or Ticket, with the Common Seal of the said Company to be affixed thereto, to be delivered to every such Subscriber on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking, every such Proprietor paying the Clerk of the said Company Two Shillings and Sixpence, and no more, in respect of each and every Share included in each Certificate or Ticket and such Certificate or Ticket 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 Certificate or Ticket shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Certificate or Ticket may be in the Words or to the Effect following; (that is to say),

'Number

'The *Nottingham* Old Waterworks.

'THESE are to certify, That is a Proprietor
'of the Share Number of the *Nottingham*
'Old Waterworks, subject to the Rules, Regulations, and Orders of
'the said Company; and that the said his or her
'Executors, Administrators, or Successors, and Assigns, is and are
'entitled to the Profits and Advantages of such Share. Given under
'the Common Seal of the said Company the Day
'of *Anno Domini*.'

Shares may be sold.

XLII. And be it further enacted, That it shall be lawful for the several Proprietors, his, her, or their respective Executors, Administrators,

nistrators, and Assigns, to transfer, sell, and dispose of any Share or Shares to which he, she, or they may be entitled, subject to the Rules and Conditions herein-after mentioned; and the Conveyance of which Share or Shares may be in the Form and to the Effect following; (that is to say,)

Form of Transfer.

'I *A. B.* of in consideration of paid to me by *C. D.* of do hereby bargain, sell, assign, and transfer to the said *C. D.* Share, Number in the *Nottingham* Old Waterworks, [*or* so many Shares, Numbers *as the Case may be*] in the said Waterworks; to hold to the said *C. D.* Executors, Administrators, and Assigns, subject to the same Rules, Orders, and Restrictions, and on the same Conditions that I held the same immediately before the Execution hereof; and I the said *C. D.* do hereby agree to take and accept the said Share [*or* Shares,] subject to the same Rules, Orders, Restrictions, and Conditions. In witness whereof we have subscribed these Presents this Day of One thousand eight hundred

'Witness *E. F.* of'

Certificates and Transfers to be entered.

XLIII. And be it further enacted, That Copies of such Transfers, and of the Tickets or Certificates herein-before mentioned, shall be entered in a Book or Books to be kept for that Purpose, which Book or Books all Persons interested in the said Waterworks shall at all reasonable Times have Access to and free Liberty to inspect without Fee or Reward; and for the Entry of every such Ticket, Certificate, or Transfer there shall be paid to the Clerk the Sum of Two Shillings and Sixpence and no more, in respect of each Share included therein, by the Person or Persons requiring such Entry, or for whose Benefit such Ticket, Certificate, or Transfer shall be made; and after such Entry made, such Tickets, Certificates, and Transfers shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor, his or her Executors, Administrators, and Assigns, to the Share or Shares therein specified.

Power to raise Money by Mortgage of the Works;

XLIV. And be it further enacted, That in case the said Company of Proprietors shall be desirous of raising the said Sum of Twelve thousand eight hundred Pounds, or any Part thereof, by Mortgage of the said Undertaking, it shall be lawful for them so to do, and to borrow and take up at Interest all or any Part of the said Sum on the Credit of the said Works and Undertaking; and the said Company of Proprietors are hereby fully authorized and empowered to assign the Property of the said Waterworks, and the Rates arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates,) as a Security for any Sum or Sums of Money to be borrowed as aforesaid, with Interest, to such Person or Persons, or to his, her, or their Trustee or Trustees, who shall advance the same; and in case the Money hereby authorized to be raised as aforesaid shall be found insufficient for the making, completing, and maintaining of the said Reservoirs, Conduits, Aqueducts, and other the Works hereby authorized to be made, and for defraying all necessary Charges and Expences relating thereto, then and in such Case it shall be lawful for

and in case such Money should be insufficient, Power to raise a further Sum.

the said Company to raise any further or other Sums of Money for completing and perfecting the said Works and Undertaking, not exceeding the Sum of Five thousand Pounds; and it shall be lawful for the said Company of Proprietors, by an Order of any General or Special Assembly of the Company, to borrow and take up at Interest all or any Part of the said Sum of Five thousand Pounds, on the Credit of the said Works and Undertaking, as to them shall seem meet and convenient; and the said Company of Proprietors, after an Order of any General or Special Assembly, are hereby fully authorized and empowered to assign the Property of the said Waterworks, and the Rates arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates,) as a Security for any Sum or Sums of Money to be borrowed as last aforesaid, with Interest, to such Person or Persons, or to his, her, or their Trustee or Trustees, who shall advance the same; all which said Mortgages or Assignments shall be made under the Common Seal of the said Company, in the Words or to the Effect following; (that is to say,)

Form of Mortgage.

'BY virtue of an Act passed in the Year of the
'Reign of King *George* the Fourth, intituled [*here set forth the*
'*Title of this Act*], we the Company of Proprietors of the *Nottingham*
'Old Waterworks, incorporated by the said Act, in consideration of
'the Sum of to us in hand paid by *A. B.* of
'do assign unto the said *A. B.*, his [*or* her] Executors, Administrators, and Assigns, the said Waterworks, and all and singular the
'Rates arising by virtue of the said Act, and all the Estate, Right,
'Title, and Interest of us the said Company of Proprietors of, in,
'and to the same; to hold unto the said *A. B.*, his [*or* her] Executors,
'Administrators, and Assigns, until the said Sum of
'together with Interest for the same after the Rate of
'for every One hundred Pounds for a Year, shall be fully paid and
'satisfied. Given under our Common Seal this
'Day of *Anno Domini* .'

And all and every Person and Persons to whom any such Mortgage or Assignment as aforesaid shall be made, shall be equally entitled one with the other to his, her, or their Proportion or Proportions of the said Rates and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of any such Mortgages or Assignments, or on any other Account whatsoever; and a Memorial of every such Mortgage and Assignment, containing the Date, Name or Names of the Person or Persons to whom made, the Sum of Money borrowed and Rate of Interest, shall be entered in a Book or Books to be kept by the Clerk or Clerks to the said Company; which said Book or Books shall and may be perused at all seasonable Times by any of the Proprietors or Creditors of the said Waterworks, or other Persons interested therein, without Fee or Reward.

Power to transfer Mortgages.

XLV. And be it further enacted, That all and every Persons and Person to whom any such Mortgage or Mortgages, Assignment or Assignments, shall be made as aforesaid, or who shall be entitled to the Money due thereon, shall and may from Time to Time transfer

transfer their, his, or her Right or Interest therein to any Person or Persons whomsoever; which Transfer shall and may be made in the Words or to Effect following; (that is to say,)

Form of Transfer.

'I [*or* We] of in consideration of the Sum of paid by of do hereby transfer a certain Mortgage made by the Company of Proprietors of the *Nottingham* Old Waterworks to bearing Date the Day of for securing the Sum of and Interest, and all my [*or* our] Right and Property therein, to the said his [*or* her, *or* their] Executors, Administrators, and Assigns. Dated this Day of *Anno Domini* .'

And every such Transfer shall within Twenty-one Days after the Date thereof be produced to the Clerk or Clerks to the said Company, who shall cause a Memorial to be made thereof, in like Manner as the original Mortgages or Assignments, for which the said Clerk or Clerks shall be paid such Sum as the Company of Proprietors shall appoint, not exceeding the Sum of Two Shillings and Sixpence; and after such Entry made, every such Transfer shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators, and Assigns, to the full Benefit thereof; and it shall not be in the Power of any Person or Persons who shall have made such Transfer to make void, release, or discharge the same, or any Sum or Sums of Money thereon due or thereby secured, or any Part thereof.

Interest on Mortgages to be paid in preference to Dividends.

XLVI. And be it further enacted, That the Interest of the Money which shall be borrowed by Mortgage as aforesaid shall be paid half-yearly to the several Persons entitled thereto, in preference to any Interest or Dividends due and payable by virtue of this Act to the said Company of Proprietors, 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, made, or divided; and in case the same or any Part thereof shall be behind and unpaid for the Space of Twenty-one Days next after the same shall become due and payable as aforesaid, and after Demand thereof made, then it shall be lawful for any Two or more Justices within their Jurisdiction, and they are hereby required, on Request to them made by any Creditor whose Interest shall be so in arrear, by an Order under their Hands, to appoint One or more Person or Persons to receive the Whole, or such Part or Parts of the said Rates as are liable to pay such Interest so due and unpaid as aforesaid, and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of such Person or Persons to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rates, shall be fully paid and satisfied, and after such Interest and Costs shall be paid and satisfied, the Power and Authority of such Receiver or Receivers for the Purposes aforesaid shall cease and determine; or otherwise the Interest so due and unpaid as aforesaid shall be sued for and recovered,

covered, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Mortgagees not to be deemed Proprietors.

XLVII. Provided always, and be it further enacted, That no Person to whom any such Assignment shall be made or transferred as aforesaid shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company of Proprietors, for or on account of his or her having lent or advanced any Sum or Sums of Money on the Credit of such Assignment.

Application of Money to be raised.

XLVIII. And be it further enacted, That all the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, and in preference to all other Payments whatsoever, for and towards the Payment, Discharge, and Satisfaction of all Costs, Charges, and Expences in applying for, obtaining, and passing this Act, and all other Expences preparatory and relating thereto; and all the Residue and Remainder of such Money for and towards purchasing Lands, Grounds, Hereditaments, and Premises necessary for the continuing, completing, and maintaining the said Reservoirs, Aqueducts, and other Works, and other the Purposes of this Act.

First Meeting of the Proprietors.

XLIX. And be it further enacted, That the First General Meeting of the said Company of Proprietors for putting this Act into Execution shall be held at the Assembly Room, or at some other convenient Place in the Town of *Nottingham* aforesaid, on the Third *Wednesday* next after the passing of this Act, or as soon as conveniently may be, between the Hours of One of the Clock in the Forenoon and Two of the Clock in the Afternoon; and the said Company shall also hold a General Annual Meeting on the Second *Wednesday* in the Month of *May* in every Year, and also such and so many Special General Meetings of the said Proprietors as shall be called as hereinafter provided; of which said General Meetings and Special General Meetings Notice shall be given in manner herein-after mentioned; 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.

Committee to be annually appointed.

L. And be it further enacted, That at the First General Meeting of the said Company which shall be held after the passing of this Act, and also at every succeeding General Meeting to be held in the Month of *May* in each Year, or at some Adjournment thereof respectively, a Committee of Five Persons shall be elected and appointed out of the Proprietors of Shares in 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; and the said Committee for the Time being, or any Three or more of them, shall from Time to Time have the entire Management of the said Concern, subject to the Bye Laws and Regulations

gulations of any General or Special Meeting of the said Company, and shall enter into all such Contracts and Engagements on behalf of the said Company as they shall think fit, and order all Calls for Money on the said Proprietors, and make all Payments on account of the said Company as shall be required in the Prosecution of the said Works, for all which Purposes the said Committee shall meet from Time to Time and at such Place or Places as they shall think fit; and the said Committee at every such Meeting shall appoint a Chairman, who shall cause an Entry of all their Proceedings to be made in a Book to be kept for that Purpose; and the Majority of every such Meeting shall bind the Minority; and in case of an equal Division of Votes of the Members of the said Committee on any Occasion, the Chairman shall give his casting Vote, although he shall have before voted on such Question; and the Minutes of the Proceedings of every Meeting of such Committee shall be signed by the Chairman of such Meeting, and shall be conclusive Evidence of the Orders which shall be therein expressed and contained; 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.

Special General Meetings may be called.

LI. And be it further enacted, That Three or more Proprietors of the said Company, holding in aggregate Fifteen Shares or upwards in the said Undertaking, may at any Time, by Notice in Writing under their Hands, to be given as herein mentioned, call a Special General Meeting, so as such Requisition fully expresses the Objects for which such Special General Meeting is required to be called; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company, with respect to the Matters so specified only; and all such Acts of the Proprietors, or the major Part of them met together at every such Special General Meeting, shall be as valid with respect to the Matters specified in such Notice as if the same had been done at a General Meeting at the Time herein-before appointed for holding the same.

No Rule or Bye Law to be made or altered unless Proprietors entitled to Fifty Shares be present.

LII. Provided always, and be it further enacted, That if at any General Meeting there shall not be Persons present who shall be possessed of or entitled to at least Fifty Shares or upwards in the said Undertaking, no Bye Law, Rule, or Regulation shall be made or altered at that Time, but in such Case such Meeting shall be deemed to be adjourned to the then next Day, unless such next Day shall happen to be *Sunday*, and then to the following *Monday*, and so *toties quoties*, until a sufficient Number of the said Company shall attend at such or any other Meeting of the said Company to be holden for the Purposes of this Act.

Power for General or Special Meetings to make Bye Laws.

LIII. 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 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 the Regulations of all Officers, Workmen, and Servants to be employed in or about the Affairs of the said Company, and for the Superintendence, Regulation, 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 the said Company present at 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, shall be affixed upon some conspicuous 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 of the Provisions in this Act contained; and such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

General Meeting may appoint Treasurer, Collector, and Clerk.

LIV. And be it further enacted, That the said Company of Proprietors may and they are hereby authorized, at their said First or any other General Meeting, or Special General Meeting, to be held under or by virtue of this Act, or at some Adjournment thereof, to elect and choose a Treasurer or Treasurers, Collector or Collectors, and a Clerk or Clerks, 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, Collector, and Clerk, or either of them, or any other Person or Persons who shall be hereafter elected and appointed to their respective Offices, and shall also from Time to Time elect, choose, and appoint, in manner aforesaid, any other Person or Persons to act as Treasurer, Collector, 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 and 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 who shall be appointed Treasurer and Collector of the said Company, for the faithful Execution of his Office, before he shall enter thereupon.

Treasurer and Collector to give Security.

LV. Pro-

Treasurer and Clerk not to be the same Person.

LV. 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 of or other Person in the Service or Employ of any such Clerk or of his Partner, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, the Clerk to the said Company; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk of or other Person in the Service or Employ of such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such 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.

Officers to account.

LVI. And be it further enacted, That every Officer and Person who may be appointed or employed by virtue of this Act shall and may 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 hath or have been disposed of, together with Vouchers and Receipts for such Payments, and every such Officer or Person shall and is hereby required to pay all such Monies as upon 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 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 Town of *Nottingham* or County of *Nottingham*, such Justice may and he is hereby

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 Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making out 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 of *Nottingham*, or to the Common Gaol or House of Correction for the said County of *Nottingham*, there to remain, without Bail or Mainprize, until he or she shall have delivered up 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 as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for a Want of sufficient Distress shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Books of Account to be kept.

LVII. And be it further enacted, That the said Company shall keep, or cause to be kept, a full and true Account of all Monies disbursed and Payments made by the said Company, 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 said Rates, 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

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, or Disbursement, and 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 Company: Provided always, that every Proprietor shall have free Access thereto for his, her, or their Inspection, without paying any thing for the same.

Proceedings of Meetings to be entered in a Book.

LVIII. And be it further enacted, That the Orders and Proceedings of the General and Special General Meetings of the said Company 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.

Directing what Notice shall be given of General Meetings.

LIX. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meeting 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 or more Newspaper or Newspapers printed or circulated in *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 as personal Notices.

Names of Proprietors and Proceedings of Company to be entered in a Book.

LX. And be it further enacted, That the Clerk of the said Company shall, in a proper Book or Books to be provided by the said Company for that Purpose, enter and keep a perfect and true Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors of or entitled to any Share or Shares therein; and every Proprietor of the said Undertaking shall and may at all convenient Times have recourse to and peruse and inspect the same *gratis*, and may demand and have Copies thereof, or any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Clerk to the said Company shall refuse to permit any Proprietor to inspect or peruse any such Book or Books at all convenient Times and Seasons, or refuse to make any such Copy or Copies within the Space of Five Days after being thereunto required, at the Rate or Price aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

Power to make Calls.

LXI. And be it further enacted, That the said Company shall have Power from Time to Time to make such Call or Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as they from Time to Time shall find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Five Pounds upon each Share which

which any Person or Persons shall or may be possessed of or entitled unto in the said Undertaking; and such Calls shall not be made but at the Distance of Two Calendar Months at the least from each other, and Fourteen Days Notice at the least shall be given in manner herein-before mentioned of all such Calls as aforesaid; which Monies so called for shall be paid to such Person or Persons and in such Manner as the said Company shall from Time to Time appoint and direct, for the Use of the said Undertaking; and every Owner or Owners of any Share or Shares in the said Undertaking shall pay his, her, or their rateable Proportions of the Monies to be called for as aforesaid, to such Person or Persons, and at such Time and Place, as the said Company shall from Time to Time direct and appoint; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part or Share of the said Money so called for as aforesaid, at the Time and Place to be appointed as aforesaid, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Wager, or Protection of Law, or more than One Imparlance, shall be allowed; or the said Company may and they are hereby authorized at a General Meeting to declare the Shares belonging to any Person refusing or neglecting to pay any such Calls in manner as aforesaid, to be forfeited to and for the Use and Benefit of the other Proprietors of the said Undertaking, and all Shares so declared to be forfeited shall be sold at a public Sale by the said Company for the most Money that can be gotten for the same, and the Produce thereof shall be applied and disposed of in manner herein directed; provided nevertheless, 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 Special General Meeting of the said Company, which shall be held at the End of Three Calendar Months from the Day on which such Notice of Forfeiture shall have been given.

and to sue for them in any of His Majesty's Courts of Record;

or at a General Meeting to declare the Shares of Persons refusing to pay them forfeited, and to sell such Shares.

If Purchase Money be more than sufficient to pay Arrears, &c. the Surplus to be paid to the Owner.

LXII. And be it further enacted, That in case the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon, and the Expences attending the 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; provided also, that the said Company shall not by virtue of this Act sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be deemed sufficient, as near as may be, at the Time of such Sale, 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 Payment of all and every such Call or Calls, and the Interest and Expences attending the same, any Share or Shares vested in the said Company as aforesaid which shall remain in their Hands unsold,

Shares unsold to revert to the former Owners.

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 Forfeitures as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

How Actions may be brought against the Proprietors of Shares.

LXIII. And be it further enacted, That in any Action to be brought by the said Company against any Owner or Owners of any Share or Shares in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being a Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in arrear shall amount to, for such and so many Call or Calls, of such or so many Sum or Sums of Money, upon such or so many Share or Shares belonging to the said Defendant or Defendants, (as the Case may happen to be,) whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant or Defendants, at the Time of making such Call or Calls, was or were a Proprietor or Proprietors of some Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice thereof was given as directed by this Act, without proving any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, unless it shall appear that any such Call exceeded Five Pounds for every Share, or was made within the Distance of Two Calendar Months from the last preceding Call, or without Notice given as aforesaid.

No Proprietor of Shares to vote till Calls are paid.

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

How Shares are to be transferred in case of Marriage, &c. of Proprietors.

LXV. 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 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

for the Entry of Transfers of Sales of Shares in the said Waterworks; and 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 the Letters of Administration, shall be produced and shown to the said Clerk, or an Affidavit containing a Copy of so much of such Will as shall relate to the Share or Shares of the Testator, or the Letters of Administration of the Intestate, shall be made and sworn to, or solemnly affirmed to, by the Executor or Executors of the said Will, or the Administrator or Administrators of the Intestate, 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 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 Waterworks 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-before directed, an Affidavit or solemn Affirmation in Writing shall be made or sworn to, or solemnly affirmed, by One or more credible Person or Persons, before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices as aforesaid, 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 Books or List of Proprietors of the said Company; and the Clerk of the said Company shall be entitled to receive in respect of each Share included in every of such Entry, as is herein-before directed, the Sum of Two Shillings and Sixpence, and no more.

Accounts to be made up annually.

LXVI. And, in order to ascertain the Amount of the clear Profits of the said Undertaking, be it further enacted, That the said Company of Proprietors shall and are hereby required, from the Time of passing this Act, to cause a true, exact, and particular Account to be kept, and annually made up and balanced on the Thirtieth Day of *April* in each Year, of the Money collected or received by the said Company, 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; and at the General Meeting of the Proprietors of the said Undertaking to be from Time to Time holden on the Second *Wednesday* in the Month of *May* as aforesaid, or at some Adjournment thereof, a Dividend shall be made out of the clear Profits of the said Undertaking unless such 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 also, that no Dividend shall be made whereby the Capital of the said Company shall be

be in any way 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.

Receipt of One Proprietor of Shares sufficient.

LXVII. 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 and in respect of such Share or Shares, notwithstanding any Uses, Trusts, Intents, and Purposes upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipt of Parent or Guardian of a Minor sufficient.

LXVIII. 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 or 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.

Directing how Water Pipes shall be laid.

LXIX. And be it further enacted, That no Water Pipes belonging to the said Company of Proprietors shall be laid down at a less Depth than Twenty Inches, to be measured from the upper Surface of the said Pipes, beneath the Pavement in any of the Streets or Places within the Towns and Places aforesaid, (except in passing over Bridges, Arches, Cellars, Culverts, 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 Towns and Places aforesaid, as shall be broken or taken up, either for the Purpose of laying down, or for repaving, relaying, and amending any Mains, Pipes, Cocks, or Plugs to be made or laid down by the said Company by virtue and in pursuance of this Act, or afterwards repaired, relayed, 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 or Place where any such Neglect shall happen, to be recovered by Action of Debt or on the Case in any Court of Law.

Materials, &c. to be the Property of the Company.

LXX. And be it further enacted, That all the Materials of which the said Reservoirs, Aqueducts, and other Works shall be constructed, as well as the Pipes, Cocks, Conduits, and other Utensils, Matters, and Things to be furnished and provided for the Purposes aforesaid by the said Company at their Expence, and all the Profits, Benefit, and Advantages to arise from the said Concern, or under or by virtue of this Act, or the Powers herein contained respecting the said Company, shall be and be considered to all Intents and Purposes vested

in and be the Personal Property of the said Company for the Uses and Purposes aforesaid.

Workmen laying Pipes to make good the Pavements.

LXXI. Provided always, and be it further enacted, That whenever any Highway or Pavement shall be opened or taken 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 Aqueducts or Pipes 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 the Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages; provided also, that if there be any wilful or negligent Delay in the said Company, or in any of their Agents or Servants, or any other Person or Persons, in filling any such Ground or removing Rubbish, or making good such Ground, Pavement, or Roads, or in maintaining such Fence or Guard, or in affixing such Lights, then and in every such Case it shall be lawful for any Owner or Occupier of the Ground, or the Trustees or Commissioners under whose Jurisdiction, Care, or Management such Pavements 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 Owners, Occupiers, Commissioners, or Trustees respectively, to fill in such Ground and to remove such Rubbish, and to repair and make good such Ground or Pavement so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light or Lights as to him or them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the said Company, or such other Person or Persons; and in default of Payment thereof for Fourteen Days next after Demand shall be made by such Owner or Occupier, Commissioners, Trustees, or other Person or Persons acting by or under his or their Authority, 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 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 Owner or Occupier, Commissioners or Trustees, or to their Treasurer respectively.

If the Depth of Pipes under Ground is lessened by the Removal of

LXXII. And be it further enacted, That if at any Time hereafter the Ground over any Pipe or Pipes laid down or belonging to the said Company shall be removed, so as to lessen the Depth thereof, the Trustees, Commissioners, Surveyor or Surveyors, Person or Persons, so removing or causing the same to be removed, shall relay so much of

of the said Pipe or Pipes as shall be necessary to replace them at the Depth of Twenty Inches below the Surface of the Ground, to be measured from the upper Surface of such Pipe; and in case such Trustees, Commissioners, or Surveyors, or Person or Persons, shall neglect or refuse to relay the same for the Space of Fourteen Days next after they or he shall be thereto requested, then and in such Case the said Company may replace the same, and the Expence thereof shall be charged to and payable by the Party or Parties by whom the said Alteration in the Ground was effected, and the Amount thereof may be recovered by the said Company by Action of Debt or on the Case, or by Bill, Suit, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*, or by Distress and Sale of the Goods and Chattels of the Person or Persons liable to pay the same, together with the Charges of such Distress and Sale, in manner herein directed.

Ground, the same to be altered.

LXXIII. And be it further enacted, That such of the Inhabitants of the said Parishes and Places aforesaid as shall be desirous of having Water conveyed in Pipes into their Houses, Brewhouses, Factories, Warehouses, Workshops, or other Buildings and Premises, may and they are hereby authorized and empowered at their own Expence, (having first given Seven Days previous Notice in Writing to the said Company of his, her, or their Intention so to do, and having first obtained the Consent of the Owner or Owners, Occupier or Occupiers, of any inclosed Lands or Grounds in and through which such Pipes shall be conveyed,) to open the Ground between the said Company's Main Pipes or Aqueducts, and the respective Houses, Buildings, Brewhouses, Manufactories, Offices, Yards, and other Premises of such Inhabitants, and to lay any Leaden or other Pipe or Pipes, the Weight and Bore thereof to be determined by the said Company or their Surveyor, for such respective Houses, Buildings, and other Premises, to communicate with the said Aqueducts or Main Pipes, such respective Inhabitants paying to the said Company such Rent or Rents or Sum or Sums of Money for such Water as herein-after mentioned; and in case of Default in Payment of any such Rent or Rents, or Sum or Sums of Money, it shall be lawful for the said Company to cause the Pipe or Pipes belonging to the Person or Persons making such Default, and communicating with the said Aqueducts or Main Pipes belonging to the said Company, to be separated from the said Aqueducts or Main Pipes, and to prevent the Water from issuing or running into the said Houses, Manufactories, Buildings, or other Premises of every Person making such Default; and the Rent or Rents, Sum or Sums of Money, which shall be due and in arrear from such Person or Persons to the said Company, shall and may be recovered by the said Company by Distress and Sale of the Goods and Chattels of the Person liable to pay the same, wherever such Goods and Chattels may be found, together with the Charges of such Distress and Sale, in the same Manner as the 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 or other Pipe or Pipes as aforesaid, shall be at liberty to remove and take away such Pipe and Pipes, and the Cock or Cocks belonging thereto, doing

Owners and Inhabitants of Houses, &c. may lay Pipes to those of the Company, paying the Rents after mentioned.

Rents how to be recovered.

In case the Ground be disturbed for removing the Ferrel, and the Rent tendered before Pipe cut off.

doing no Injury or Damage to the Pipes of the said Company: Provided always, that if Tender or Payment of the Rent or Rents due and unpaid as aforesaid shall be made to the Collector of such Rent or Rents, or his Deputy, at the Time the Turncock or Workmen of the said Company is removing or after he has removed the Ground for the Purpose of drawing the Ferrel and cutting off the Water after such Refusal as herein-before mentioned, and before the said Ferrel shall be actually drawn and the said Water cut off, and shall also tender in addition thereto the Sum of Two Shillings for the Labour thereby occasioned, then and in that Case the said Ferrel shall not be drawn nor the said Water cut off, until Default be made in Payment of some subsequent Rent or Rents by such Occupier or Occupiers.

Notice to be given on discontinuing Use of Water.

LXXIV. And be it further enacted, That the Rent or Rents so agreed to be paid as aforesaid shall be charged and chargeable on the Owner or Owners, Occupier or Occupiers as aforesaid, until Notice in Writing be given by him, her, or them to the said Company, or their Clerk, of his, her, or their Intention of discontinuing to take, receive, or use such Water, such Notice to expire on some usual Quarter Day.

But in case of Removal, Rent to be paid to the next Quarter Day only.

LXXV. Provided nevertheless, and be it further enacted, That in all Cases where any Owner or Occupier shall remove from or quit Possession of any House, Building, Land, Ground, or other Hereditaments, in respect whereof he, she, or they shall have agreed to pay for Water supplied by the said Company by virtue of this Act, such Owner or Occupier shall be liable to pay for the same up to the Quarter Day next after such Removal only.

Penalty for not supplying Water to Inhabitants.

LXXVI. And be it further enacted, That in case the said Company shall wilfully neglect or refuse to supply in manner aforesaid any of the said Inhabitants occupying any private Dwelling House in any Square, Street, Close, or Lane, where the Pipes of the said Company shall be laid, with Water for the Use of his or her own Family at the Rate herein-after mentioned, for the Space of Seven Days after Demand in Writing shall have been made by such Inhabitants to the said Company for such Supply of Water, and Tender made to the said Company of the Amount of the Rate for Six Months for such Supply, the said Company shall forfeit and pay to such Inhabitants Double 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 usual Supply to the other Tenants of the said Company, but not otherwise,) to be levied and recovered by virtue of a Warrant under the Hand and Seal of any One of His Majesty's Justices of the Peace for the said Town of *Nottingham* or County of *Nottingham*, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of Twenty Shillings for every Day the said Company shall continue to refuse such Supply, or shall not make such Supply; to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

LXXVII. Pro-

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

LXXVII. Provided always, and be it further enacted, That the said Company shall be obliged in the Manner before mentioned to furnish a sufficient Supply of Water, as far as their Means will allow, to every Inhabitant occupying a private Dwelling House, or Part of a Dwelling House, in the Parishes of *Lenton* and *Radford*, or either of them, or in any Square, Street, Close, Lane, or Passage of the said Town of *Nottingham*, and other Places where the Pipes of the said Company shall be laid for conveying Water as aforesaid, for the Use of such Inhabitant's own Family, at the following Rents *per Annum*; that is to say, where the Rent or annual Value of such Dwelling House or Part of a Dwelling House shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings upon such Rent or annual Value; and where such Rent or annual Value shall be above Twenty Pounds and not exceed Forty Pounds *per Annum*, at a Rent *per Centum per Annum* not exceeding Seven Pounds upon such Rent or annual Value; and where such Rent or annual Value shall be above Forty Pounds and not exceed Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings upon such Rent or annual Value; and where such Rent or annual Value shall be above Sixty Pounds and not exceed Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds upon such Rent or annual Value; and where such Rent or annual Value shall be above Eighty Pounds and not exceed One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings upon such Rate or annual Value; and where such Rent or annual Value shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds upon such Rent or annual Value; and every such Rent shall be payable according to the actual Amount of the Rent or annual Value of such Dwelling House, where the same may be let, and the Amount of such Rent or annual Value can be ascertained; and where the same is not let, or where the Amount or annual Value cannot be ascertained, according to such Rent as such Inhabitant shall be assessed to the Rate for lighting the said Town of *Nottingham*, or Inhabitant House Duty, at the Option of the said Company; provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any One Year for such Supply, nor shall the said Company be obliged to furnish such Supply to any Inhabitant for less than Ten Shillings in any One Year, unless the said Company shall think fit so to do; and provided further, that in case of Brewers, Curriers, Dyers, Manufacturers, Innkeepers, or other Person or 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 in such Cases at such Rent as shall be settled and agreed upon by the said Company and such Person or Persons respectively.

Where several Houses, &c. are sup-

LXXVIII. Provided always, and be it further enacted, That where several Messuages, Cottages, Dwelling Houses, or Tenements in the Occupation

plied by One common Branch Pipe, each Occupier liable to Rates.

Occupation of several Persons, shall be supplied by One common Branch Pipe, to be laid to and introduced into the Wells, Reservoirs, Mains, 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 Rent as he, she, or they would be liable to pay for the same if each of such several Messuages, Cottages, Dwelling Houses, or Tenements were severally supplied with Water by a distinct Branch Pipe from the Works of the said Company; such several Rents, in case of Nonpayment, to be recovered as herein is mentioned.

Rates may be leased.

LXXIX. And be it further enacted, That it shall be lawful for the said Company to let the Rates of the said Water in whole or in Parts from Time to Time, in the Way and Manner that shall be directed by the said Company, subject to the Performance of such Covenants as the said Company shall think fit to prescribe, and for the best Rent that can be got for the same, to such Person or Persons as shall give sufficient Security for the Performance of such Covenants, and for the sure Payment of such Rents, to be approved of by the said Company; provided that no Lease of such Rates be made for a longer Term than Seven Years at any one Time.

For preventing undue Waste of Water.

LXXX. And be it further enacted, That it shall be lawful for the Engineer, or other Person or Persons acting by or under the Authority of the said Company, at all seasonable Times in the Daytime, upon giving Twenty-four Hours previous Notice of his or their Intention, to enter into any House, Building, or other Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company, or if the Pipes or Cocks for supplying such House, Buildings, or other Premises be in good and proper Repair; and if such Engineer or other Person acting by or under the Authority of the said Company shall at any such Time or Times be refused Admittance or Entrance into any such Dwelling House, Building, or other Premises, for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection and Examination as aforesaid, then and in every such Case it shall be lawful for the said Company to cut and turn off, or cause to be cut and turned off, the Water so supplied by them the said Company from such Houses, Buildings, or other Premises.

Cisterns, Stopcocks, and Balls to be provided.

LXXXI. 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 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.

Power to cut off the Water in certain Cases.

LXXXII. And be it further enacted, That if any Person or Persons shall negligently suffer any of his or their Pipe or Pipes, Drains, or Aqueducts, which shall communicate with any of the Reservoirs, Pipes, or Aqueducts of the said Company, or the Cocks belonging thereto, to be out of Repair, so as to let the Water run waste and useless, or shall neglect to repair the same within Twenty-four Hours after being required so to do by any of the Agents or Workmen of the said Company, or if any Person or Persons shall make Default in Payment of the Water Rent agreed or fixed to be paid by such Person or Persons by the Space of Fourteen Days after the same shall be lawfully demanded, or in case it shall at any Time be found necessary, for the Alteration or Amendment of the Pipes or Works of the said Company, it shall be lawful for the said Company to cause any such Pipes, Drains, or Aqueducts so communicating with any of the Reservoirs, Pipes, or Aqueducts of the said Company, to be separated from the Reservoirs, Aqueducts, and Pipes of the said Company, and the Water to be stopped from issuing or running therefrom into such Pipes, Drains, or Aqueducts so authorized to be separated: Provided always, that whenever the said Company shall cause any such Pipes, Drains, or Aqueducts, which shall communicate with any of the Reservoirs, Pipes, or Aqueducts of the said Company, to be separated, and the Water to be stopped from issuing or running therefrom into such Pipes, Drains, or Aqueducts, by reason of any Alteration or Amendment of the Pipes or Works of the said Company being necessary, the said Company shall make such Alteration or Amendment, and at their own Expence restore the Communication of such Pipes, Drains, or Aqueducts, with the Reservoirs, Aqueducts, and Pipes of the said Company, and permit the Water to issue therefrom and run again into such Pipes, Drains, or Aqueducts, as soon as conveniently may be: Provided always, that if by or through any Offence committed contrary to or against the Provisions of this Act, the usual Supply of Water to any House or Premises shall have been cut off, the Rent in such Case or Cases due from the Owner or Owners, Occupier or Occupiers of such House and Premises, shall be calculated up to the Quarter Day next ensuing the cutting off the Supply as aforesaid.

If Water cut off, Rent to be paid to next Quarter Day.

LXXXIII. And

Company may water Streets.

LXXXIII. And be it further enacted, That it shall be lawful for the said Company to treat, contract, or agree with the Commissioners for lighting the said Town of *Nottingham*, or the Surveyors of the Highways in the several Parishes in the said Town, to water the Streets in the said Town, and for the Recompence to be paid for the same; provided that in so doing the usual Supply of Water to any Dwelling House be not thereby diminished.

Turncock or Workmen of the Company to open Ground when Water is escaping through it.

LXXXIV. And be it further enacted, That whenever any Water shall be observed escaping and running waste through the Ground of the Road, Highways, Passages, Courts, or other Places, the said Company shall cause the Ground to be opened, and if it shall appear that such Water proceeds from the Cock or Pipe of the said Company, then and in that Case the said Company shall cause such Cock or Pipe to be amended and rectified as soon as may be; and if such Escape of Water shall appear to proceed from the Communication Pipe, or the Ferrel thereof, supplying the neighbouring House or Premises, then Notice thereof shall be given by the said Company, their Turncock or Agent, to the Owner or Owners, Occupier or Occupiers thereof, who shall thereupon pay to the said Company the Sum of One Shilling for opening the Ground as aforesaid; and in case of Refusal, the same shall be added to the Rent thereafter to become payable by such Owner or Owners, Occupier or Occupiers, and shall be recovered in such Manner and Form as such Rent or Rents is and are hereby authorized to be recovered.

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

LXXXV. And be it further enacted, That all and every the Pipes or other Conduits to be hereafter laid and used for the Conveyance of Gas in, under, through, along, across, or round any Street, Lane, public Passage, or Place within the said Town of *Nottingham*, shall be so laid at the greatest practicable Distance, and whenever the Width of the Carriageway in such Street, Lane, Passage, or Place will allow thereof, at the Distance of Three Feet at least from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Streets, Lanes, Passages, or Places within the said Town, excepting in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, in which Cases the said Gas Pipes shall be laid over and above the said Water Pipes, where practicable, at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, and in such Cases the said Gas Pipes so crossing the said Water Pipes shall be at least Six Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Three Feet at least; and in laying down the said Gas Pipes the said Contractors, or other Persons supplying Gas, shall in no Case join Three or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto, with proper and sufficient Materials, and shall also make and keep all and every such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively air-tight, and

and in all and every respect prevent the said Gas from escaping therefrom, upon pain of forfeiting for every Offence the Sum of Five Pounds.

To prevent Escape of Gas, and Contamination of Water.

LXXXVI. And be it further enacted, That whenever the Water of any Company or Companies, Proprietor or Proprietors, for supplying the Inhabitants of any Houses within the said Town with Water, shall be contaminated by any Gas used or burnt for lighting any Street, Lane, public Passage or Place, or any House, Manufactory, Building, or other Premises within the said Town, the Body or Bodies Politic or Corporate, or Person or Persons making, furnishing, or supplying such Gas, shall forfeit and pay the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company or Companies, Proprietor or Proprietors, supplying Water as aforesaid; and in case any such Water shall be contaminated or affected by Gas in any Way whatever, then and in every such Case the said Company or Companies, or other Persons making, furnishing, or supplying such Gas, shall within Twenty-four Hours next after Notice thereof in Writing signed by the Treasurer or other Officer of and for such Water Company or Companies, Proprietor or Proprietors as aforesaid, or by any Person making use of such Water, to be left at the usual Office or Place of transacting Business of the said Body or Bodies Politic or Corporate, or other Person or Persons, cause the most proper and effectual Measures to be taken to stop and prevent Gas from escaping from their Mains, Works, or Pipes, or contaminating or affecting the Water of such Company or Companies, Proprietor or Proprietors as aforesaid; and in case the said Body or Bodies Politic or Corporate, or other Person or Persons making, furnishing, or supplying Gas, shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid, shall on each and every Complaint forfeit and pay to the Treasurer or other Officer for the Time being of such Water Company or Companies, Proprietor or Proprietors as aforesaid, for the Use and Benefit of the same Company or Companies, Proprietor or Proprietors, over and above the before-mentioned Penalty of Twenty Pounds, the Sum of Ten Pounds for each and every Day during which the Water of the said last-mentioned Company or Companies, Proprietor or Proprietors, shall be and remain contaminated or affected by such Gas; and in default of Payment thereof as aforesaid, such Penalty or Penalties shall and may be recovered by Information, to be exhibited on the Oath of One credible Witness, by and in the Name of the Treasurer or other Officer for the Time being of the said Water Company or Companies, Proprietor or Proprietors as aforesaid, or by and in the Name of any One or more of the Directors of the said Company or Companies, or of the Proprietor or Proprietors, at the Option of the Parties prosecuting such Information against the Body or Bodies

Politic or Corporate, or other Person or Persons making, furnishing, or supplying Gas, before any Justice of the Peace for the said Town, with Costs, to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Body or Bodies Politic or Corporate, or any other Person or Persons making, furnishing, or supplying such Gas, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant; and such Penalty or Penalties, and Costs, when so levied, shall be paid to the Treasurer or other Officer for the Time being of such Water Company or Companies, or to such Proprietor or Proprietors, for the Use of such Company or Companies or Proprietor or Proprietors.

For ascertaining if the Water be contaminated.

LXXXVII. And be it further enacted, That in any Case in which it shall be or become a Question, upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of the said Body or Bodies Politic or Corporate, or other Person or Persons making, furnishing, or supplying any Gas used or burnt for lighting any Street, Lane, public Passage or Place, or any House, Manufactory, Building, or other Premises within the said Town, it shall be lawful for the Company of Proprietors, or other the Owner or Owners, Proprietor or Proprietors of any Waterworks, to dig to and about and search and examine the Main Pipes, Conduits, and Apparatus of the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid; and if it shall appear that the said Water has been contaminated by any Escape of Gas as aforesaid, the Cost and Expence of the said Digging, Search, and Examination, and Repair of the Pavement of the Streets, Lanes, Passages, or Places which shall be taken up or disturbed, shall be borne and paid by the said Body or Bodies Politic or Corporate, or Person or Persons as aforesaid; which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Main Pipes or Conduits of the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid, then and in such Case the said Company of Proprietors, or other the Owner or Owners or Proprietor or Proprietors of any Waterworks, shall bear and pay all the Costs and Expences of such Examination, Repair, and Search; and shall also make good to the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid, any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of the said Body or Bodies Politic or Corporate, or other Person or Persons as aforesaid, in and by such Search and Examination, and also to the Pavements of the said Streets, Lanes, Passages, or Places so broken up or disturbed in such Search or Examination; the Amount of such Injury, Loss, or

Damage to be ascertained and determined by such Justice of the Peace as aforesaid.

Persons supplying Gas liable to be indicted for a Nuisance.

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

Penalty for hindering or injuring the Company's Works, or fouling the Water;

LXXXIX. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said Company, or their Agents, Officers, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Exercise of any of the Powers or Authorities in this Act authorized or contained; or if any Person whosoever shall wilfully and 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 or the Property of the said Company, made or to be made and provided in pursuance of this Act, or for the Purposes of the Execution of the Powers herein contained; or if any Person shall bathe in any of the Wells, Cisterns, or Reservoirs belonging to the said Company already or hereafter to be made pursuant to the Powers herein contained, or shall wade, into or wash, cast, put, or throw any live or dead Dog or Cat or other Animal, or any 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 to foul or render noisome or impure, or cause or procure so to be, the Water running to or contained in any of such Wells, Cisterns, or Reservoirs, Pipes or Conduits; or if any Person or Persons supplied with Water by virtue of this Act shall wilfully permit any other Person or Persons not being so supplied to take any Water at or from the Pipes or Reservoirs of the said Company, or shall supply any other Person or Persons with any Water from such Pipes

for any Persons supplied with Water supplying others;

or for any Persons using Water without paying for the same.

Pipes or Reservoirs, or from any Pipe or Pipes communicating with the same; or if any Person not paying for or not having agreed to pay for a Supply of Water from the said Works, shall take or use any of the Water supplied by means of the Works of the said Company; then and in every such Case the Person so offending shall forfeit and pay for every such Offence to the said Company 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 as herein-after provided, besides 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 in addition thereto.

Exception in the Case of Fire.

XC. Provided always, and be it further enacted, That nothing in this Act contained shall prevent or be construed to extend to prevent any of the Water supplied or collected under the Authority of this Act from being used to extinguish any Fire or Fires whatsoever that may have communicated to any Building or Buildings, Rick or Ricks, Stack or Stacks of Hay, Corn, or other Produce, or any Waggon, Cart, or other Carriage, or any Matter or Thing therein contained, or shall be in danger of so communicating; and no Person supplied with Water under an Agreement with the said Company shall be liable to any Penalty or Payment for supplying any other Person or Persons with Water for the Purposes last aforesaid.

Works not to be subject to the Commissioners of Sewers.

XCI. And be it further enacted, That the said Waterworks, Aqueducts, Reservoirs, and Feeders shall not be subject to or under the Controul, Direction, Survey, or Order of any Commissioners of Sewers, or to any Law or Statute relating to Sewers.

Fire Plugs to be placed in the Streets.

XCII. And be it further enacted, That the said Company shall and they are hereby required to keep, maintain, and lay down in the several Streets, Lanes, Courts, Passages, and Places within the several Parishes and Places aforesaid, as far as the Pipes of the said Company do or shall extend, a sufficient Number of Fire Plugs for the Supply of Water in case of Fire; and when and so soon as any such Fire Plug shall be furnished, 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: Provided always, that the Water so supplied as last aforesaid shall be used for no Purpose whatsoever but for the extinguishing of Fires.

Directions and Marks may be made on Houses of the Situation of Fire Plugs.

XCIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and required, to affix on or against the Houses, Buildings, or Walls, or in any other eligible and conspicuous Place or Places, painted Directions or Marks in bold and legible Characters, of the particular Situation and Distance of each and every Fire Plug from the said Direction or Mark, and which said Directions and Marks the said Company shall from Time to Time renew as the same shall become necessary; and if any Person or Persons shall at any Time wilfully deface, remove, or anywise injure any or either of them, and shall not replace or renew the

the same within Twenty-one Days after being so defaced or removed, such Person or Persons shall forfeit and pay the Sum of Twenty Shillings for each and every such Offence.

If Works are not completed in Five Years, Powers to cease.

XCIV. And be it further enacted, That in case the said Reservoirs, Aqueducts, and other Works hereby authorized to be made and constructed, shall not have been completed and made (unless prevented by inevitable Accidents) within the Space of Five Years to be computed from the passing of this Act, then from and after the Expiration of the said Term of Five Years, all the Powers, Authorities, and Privileges given by this Act shall cease and determine; save only and except as to so much (if any) of the said intended Reservoirs, Aqueducts, and other Works as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace for the said County of *Nottingham*, assembled at any General or Quarter Sessions of the Peace, at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of One or more Witness or Witnesses, upon Oath, to be produced before them for that Purpose; and save and except also the Power of laying Pipes in the present or any future Roads, Streets, Lanes, Ways, and Passages in the said Town and County of the Town of *Nottingham*, and the Liberties thereof.

Penalty on destroying Works.

XCV. And be it further enacted, That if any Person shall wilfully or maliciously break, throw down, destroy, steal, carry or take away, any Part of the said Reservoirs, Aqueducts, Pipes, or other Works erected and to be erected and made by virtue of this Act, every Person so offending, and being thereof lawfully convicted, shall be subject and liable to the like Pains and Penalties as in Cases of Felony, and the Court by and before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person to be transported for the Term of Seven Years; or, in mitigation of such Punishment, such Court may, if they think fit, award such Sentence as the Law directs in Cases of Felony.

Declaring what shall be deemed a good Service of Notices on the Company and others.

XCVI. And be it further enacted, That in all Cases where it may be necessary or requisite for any Person or Persons, or Party or Parties, to serve any Notice or Notices, or any Writ or Writs, or other legal Proceeding, or Proceedings in Equity, upon the said Company, Service thereof respectively upon the Clerk of the said Company, or left at his last or usual Place of Abode, or left at the Office of the said Company, or upon any other Agent of 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; and in all Cases where any Orders or Notices are directed or required to be given by this Act to any Person or Persons, (the Manner of serving whereof not being hereby otherwise particularly directed,) the Service of such Order or Notice on the Person or Persons to whom the same ought to be given, or leaving the same, or a true Copy thereof, signed by One or more of the said Company, or by the Clerk or Collector for the Time being to the said Company, at the Dwelling House or Dwelling Houses

or usual or last Place or Places of Abode of such Person or Persons, shall be good and sufficient Service of every such Order or Notice.

Not to obstruct the Pipes of the Nottingham Trent Waterworks Company.

XCVII. And whereas an Act was passed in the Seventh Year of the Reign of His present Majesty King *George* the Fourth, intituled *An Act for better supplying with Water the Inhabitants of the Town of* Nottingham *and its Vicinity*; and a certain Body of Proprietors were thereby established into a Company, to be called "The *Nottingham Trent* Waterworks Company;" be it therefore 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 of Proprietors of the *Nottingham* Old Waterworks, 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 said *Nottingham Trent* Waterworks Company, 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 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 shall or may be hereafter connected with the Mains, Pipes, or Works of the said *Nottingham Trent* Waterworks Company; and in case any Damage, Spoil, Injury, or Obstruction shall be done or caused by the said Company of Proprietors of the *Nottingham* Old Waterworks, or any of their Deputies, Officers, Agents, Servants, Workmen, or Assistants, to any of the said Mains, Pipes, or Works of the said *Nottingham Trent* Waterworks Company, 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 of Proprietors of the *Nottingham* Old Waterworks shall, upon Notice in Writing of such Damage, Spoil, Injury, or Obstruction given by the said *Nottingham Trent* Waterworks Company, or their Clerk 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 of Proprietors of the *Nottingham* Old Waterworks,) 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 *Nottingham Trent* Waterworks Company, 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*,

tingham, 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 of Proprietors of the *Nottingham* Old Waterworks, 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 *Nottingham Trent* Waterworks Company; and in case the said Company of Proprietors of the *Nottingham* Old Waterworks 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 the said *Nottingham Trent* Waterworks Company, 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 of Proprietors of the *Nottingham* Old Waterworks, 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 of Proprietors of the *Nottingham* Old Waterworks 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 *Nottingham Trent* Waterworks Company, 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 *Nottingham Trent* Waterworks Company, their Successors and Assigns.

Powers vested in the Company shall not be alienable.

XCVIII. 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 virtue of 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.

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

XCIX. 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

the Company or their Treasurer.

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 Seven 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, 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 or 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.

C. 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 and are hereby authorized and required, on Nonpayment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Justices may proceed by Summons to recover Penalties.

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

CII. And

Recovery and Application of Penalties.

CII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by any Rule, Order, or Bye Law made in pursuance thereof, (the Manner of levying and recovering whereof is not otherwise particularly directed,) may in case of Nonpayment thereof be recovered in a summary Way, by the Order and Adjudication of any One Justice of the Peace for the said Town and County of the Town of *Nottingham*, or for the County of *Nottingham*, on Complaint to him for that Purpose exhibited by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation 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, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) on Demand to the Party or Parties whose Goods and Chattels shall be so distrained and sold, (the reasonable Charges of such Distress and Sale being first deducted); and one Half of the Penalties and Forfeitures when recovered shall be paid to the Informer, and the other Half thereof shall be paid to the Guardian or Guardians or Overseers of the Poor for the Parish or Place wherein such Offence shall be committed, to be by him or them applied towards the Relief of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby authorized and required, to order the Offender or Offenders so convicted to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his, her, or their Appearance before such Justice, or before some other Justice of the Peace for the said Town of *Nottingham* or County of *Nottingham*, on such Day or Days as shall be appointed for the Return of such Warrant of Distress, such Day or Days not being more than Seven Days from the taking of any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty or Penalties, and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or Offenders or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences can be levied if a Warrant of Distress were issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the Common Gaol or House of Correction for the County or Place where such Offence shall be committed, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justice, or shall otherwise be discharged by due Course of Law.

Distress not unlawful for Want of Form.

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

For securing transient Offenders.

CIV. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer of the said Company, and such Person and Persons as he shall call to his Assistance, to seize and detain any Person or Persons, being unknown to such Collector, Surveyor, or other Officer, who shall commit any Offence or Offences against this Act, and to convey him, her, or them before any One or more Justice or Justices of the Peace for the said Town and County of the Town of *Nottingham* or County of *Nottingham*, wherein such Offence shall be committed, without any other Warrant or Authority than this Act for so doing, and such Justice or Justices of the Peace respectively is and are hereby respectively empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender or Offenders.

For the Conviction of Offenders.

CV. And, for the more easy and speedy Conviction of Offenders against this Act, be it further enacted, That all and every Justice and Justices of the Peace before whom any Person or Persons shall be convicted of any Offence against this Act, shall and may cause the Conviction to be drawn up according to the following Form, or any other Form to the same Effect, as the Case shall happen; (that is to say,)

'} BE it remembered, That on the Day
' to wit. } of in the Year of our Lord
' *A. B.* [*Name of Offender*] is convicted before me *C. D.*, One of His
' Majesty's Justices of the Peace for the
' [*specifying the Offence, and Time and Place when and where the*
' *same was committed, as the Case may be,*] contrary to an Act
' passed in the Year of the Reign of King *George*
' the Fourth, intituled [*here set forth the Title of this Act.*] Given
' under my Hand and Seal the Day and Year first above written.'

Allowing an Appeal.

CVI. And be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons, who may think himself, herself, or themselves aggrieved by any Rule, Bye Law, or Order made by virtue or in pursuance of this Act, or by any Order or Judgment made or given in pursuance of any such Rule, Bye Law, or Order of the said Company, or by any Order, Judgment, or Determination of any Justice or Justices of the Peace relating to any Matter or Thing in this Act mentioned or contained, may, within Four Calendar Months next after such Order, Judgment,

or

or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County of *Nottingham*, first giving Fourteen Days Notice in Writing (exclusive of the Day of giving the same and the Day on which the Sessions shall be holden,) of such Intention to appeal, and of the Nature thereof, to the Body or Bodies Politic, Corporate, or Collegiate, or Person or Persons, against whom such Complaint is intended to be made, or to the Clerk of the said Company, (as the Case may be,) and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said Town or County of *Nottingham*, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been entered into, shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace to be held for such County; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, and may also order any such further Satisfaction to be made to the Party injured by the Party aggressing, as they in their Judgment shall think reasonable and proper, and such Costs to either of the Parties against the other or others of them; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

Proceedings not to be removed by Certiorari.

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

Plaintiff not to recover without Notice of Action, or after Tender of Amends.

CVIII. 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 Defendants or Defendant 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.

CIX. And

Limitation of Actions.

CIX. And be it further enacted, That no Action, Suit, or Information shall be brought, commenced, or prosecuted against any Person or Persons for any thing done or to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Information to the said Company, or their Clerk or Treasurer for the Time being, nor unless such Action, Suit, or Information shall be brought or commenced within Six Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards, and shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information shall and may plead the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by Authority of this Act; and if it shall appear to have been so done, or if any such Action, Suit, or Information shall have been brought or commenced before or after the respective Times so limited for bringing or commencing the same, or in any County or Place than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Double Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law.

Rights of the Mayor and Burgesses of Nottingham preserved.

CX. Provided always, and be it further enacted, That nothing in this Act contained, and nothing to be done under or by virtue of this Act, shall in anywise affect the Mayor and Burgesses of the Town of *Nottingham*, their Successors or Assigns, or their Rights as Lessors by virtue of the said Indenture of Lease of the said Twentieth Day of *July* One thousand seven hundred and four, or by virtue of the said herein-before mentioned Agreement for a Lease as aforesaid, and the Lease to be granted in pursuance thereof, or compel the said Mayor and Burgesses, their Successors or Assigns, to sell the said demised Premises, or the said Premises so agreed to be demised as aforesaid, or any Part or Parts thereof; but that notwithstanding any thing in this Act contained, the said Company shall at all Times hereafter be at liberty, with the Consent of the said Mayor and Burgesses, their Successors or Assigns, to purchase the same or any Part or Parts thereof.

Provisio for Title of Company in Property purchased.

CXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said Mayor and Burgesses, their Successors or Assigns, any

Right, Title, or Interest whatsoever to or in any Lands, Tenements, or Property, Real or Personal, which the said Company shall or may purchase or acquire under or by virtue of the Authority of this Act, or to make the said Company Trustees of any such Property for the said Mayor and Burgesses, their Successors and Assigns.

Costs of obtaining Act to be first paid.

CXII. And be it further enacted, That all the Costs, Charges, and Expences incident to and 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.

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

The SCHEDULE referred to by the foregoing Act.

No. on Plan.	Description of Property.	Owners.	Occupiers.
	Parish of Radford:		
7.	Garden - - -	Charles, Thomas, John, Joseph, William, and James Hill - -	Thomas Westerman.
8.	Ditto - - - -	Ditto - - - -	Josh. Hill.
10.	Ditto - - - -	Ditto - - - -	William Allcock.
11.	Ditto - - - -	Gregory Gregory, Esq.	John Mitchell.
15.	Garden and Bleach Ground	Ditto - - - -	William Mitchell.
19.	Garden - - -	Charles Sutton - -	William Parr.
20.	Ditto - - - -	Ditto - - - -	Samuel Aston.
22.	Ditto - - - -	Ditto - - - -	Ditto.
24.	Ditto - - - -	George Harrison - -	George Harrison.
25.	Stable-yard - - -	Ditto - - - -	Ditto.
27.	Garden and Home Close	Gregory Gregory, Esq.	John Cross.
30.	Garden - - - -	Dorothy Musson's Representatives.	Dorothy Musson's Representatives.
94.	Ditto - - - -	Gregory Gregory, Esq.	William Wild.
35.	Ditto - - - -	William Wild - -	Ditto.
36.	Court-yard - - -	James Bingham - - -	James Bingham.
	Extra-parochial:		
49.	Garden - - -	W. F. N. Norton, Esq.	Isaac Broomby.
50.	Ditto - - - -	Ditto - - - -	Hugh Atherstone.
51.	Ditto - - - -	Ditto - - - -	Charles Lees.

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