ANNO SEXTO

VICTORIÆ REGINÆ.

****

Cap. xxxii.

An Act to enable "The Company of Proprietors of the *Preston* Waterworks" to raise a further Sum or Sums of Money; to alter and amend the Act incorporating the said Company, and to extend and enlarge their Powers.

[31st *May* 1843.]

WHEREAS an Act was passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for better supplying with Water the* 2 & 3 W. 4.
Borough of Preston, *and Part of the Township of* Fishwick *adjoining* c. 27.
thereto, in the Parish of Preston *in the County Palatine of* Lancaster, whereby several Persons, and their respective Successors, Executors, Administrators, and Assigns, were incorporated by the Name of "The Company of Proprietors of the *Preston* Waterworks," for carrying the Undertaking into execution, and were authorized to raise the Sum of Fifteen thousand Pounds Sterling, in Shares of Fifty Pounds each, and to borrow and take up at Interest any Sum not exceeding Ten thousand Pounds, by Mortgage of the said Undertaking, as therein particularly mentioned, for effecting the Purposes of the said Act: And whereas the whole Amount of the Monies authorized to be raised under the said recited Act has been

raised; and in the Prosecution of the Purposes of the said Act the said Company of Proprietors have expended the whole Amount of Money so raised under the Authority of the said Act, and also certain other Sums of Money, which still remain owing by the said Company: And whereas since the passing of the said recited Act the Borough of *Preston* has increased considerably in Population, and in the Number of inhabited Houses and Manufactories, and it would be of great Advantage and Convenience to the Inhabitants of the said Borough if other Reservoirs and Waterworks were made for giving an increased Supply of Water to the said Borough of *Preston*, which increased Supply of Water can be procured from various Sources in Lands within the Townships of *Alston-with-Hothersall*, *Dilworth*, *Grimsargh-with-Brockholes*, and *Thornley-with-Wheatley*, in the said County Palatine of *Lancaster*: And whereas it is expedient that the Company should be authorized to raise a further Sum of Money to enable them to discharge the existing Debts and Liabilities of the Company, and to extend their Works, and otherwise to carry into more complete and beneficial Effect the Objects and Purposes of the said recited Act; and it is also expedient that some of the Powers and Provisions contained in the said Act should be altered, amended, or enlarged; but the several Purposes aforesaid 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Provisions of former Act extended to this Act, except as hereby altered.

That all the Provisions, Matters, and Things contained in the said recited Act (except in so far as the same or any Part thereof are hereby altered, repealed, or otherwise provided for,) shall extend to this Act, and to the Monies hereby authorized to be raised, and to the Shares to be issued, and to the Securities to be granted for securing the same Monies or any Part thereof, and to the Transfer of such Shares or Securities, and to the Proprietors thereof, and to the several other Purposes of this Act, and shall, so far as the same may be applicable, operate, in respect to the Purposes and the Works to be done by Authority of this Act, as effectually as if the same Provisions, Matters, and Things were re-enacted in this Act.

Power to create new Shares.

II. And be it enacted, That it shall be lawful for the Company from Time to Time, by an Order of any Meeting thereof, to raise by Contribution amongst themselves, or by the Admission of new Subscribers, or in part by each of those Means, any Sum not exceeding Thirty thousand Pounds, in addition to the Monies authorized to be raised by the said recited Act, and for that Purpose to create and issue so many new Shares of such nominal Amount for the Time being as the Company shall think convenient.

If old Shares at a Premium new Shares to be offered to original Shareholders.

III. And be it enacted, That if at the Time of creating such new Shares the then existing Shares of the Company be at a Premium, or of greater actual Value than the nominal Value thereof, then the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the said Sum to be apportioned among the then Proprietors in proportion to the existing Shares held by them respectively,

respectively, and such new Shares shall be offered to the then Proprietors in the Proportion of One for every existing Share held by them respectively; and such Offer shall be made by Letter under the Hand of the Clerk, given to or sent by Post to each Proprietor, or left at his usual or last Place of Abode; and such Shares shall vest in and belong to the Proprietors who shall accept the same, and pay the Value thereof to the Company at the Time and by the Instalments which shall be fixed by the Directors of the Company; and if any Proprietor shall fail, for One Month after such Offer of new Shares, to accept the same, and pay the Instalment called for in respect thereof, it shall be lawful for the Directors of the Company to dispose of such Shares, to any Party wishing to become the Purchaser thereof, for such Sum as the Directors of the Company can obtain for the same.

If not at a Premium to be issued as Company think fit.

IV. And be it enacted, That if at the Time of creating such new Shares the existing Shares of the Company be not at a Premium, then such new Shares may be of such Amount and may be issued in such Manner as the Company shall think fit.

Application of Capital.

V. And be it enacted, That all the Money raised by the Company, whether by Subscriptions of the Proprietors, or by Loan or otherwise, shall be applied, first, in paying the Costs and Expences incurred in obtaining this Act, and all Expences preparatory or relating thereto, and, secondly, in carrying the Purposes of the Company into execution.

Rights of new Shareholders to be in proportion to the Number of Shares.

VI. And be it enacted, That every Person who shall become entitled to any new Share to be created under this Act, and the Successors, Executors, Administrators, and Assigns of the same Person, shall, in respect of the same Share, be a Proprietor in the Undertaking, and shall be entitled to and receive, at such Time and Times as the said Company shall direct and appoint, an equal proportionable Part (according to the Number of Shares held by them respectively) of the net Profits and Advantages of the said Undertaking that shall and may arise and accrue to, or be raised, recovered, or received by the said Company; and such new Shares shall also confer on the respective Proprietors thereof Rights of voting and Qualifications in proportion to the Number thereof, subject to the Restrictions in the said recited Act contained; and in all other respects such new Shares shall be considered Part of the general Capital Stock of the Company, and, except as herein otherwise provided, be subject to the same Provisions, and the respective Proprietors thereof shall be entitled to the same Privileges and Benefits as if the same Shares had been originally created under the said recited Act.

Power to recover Calls on new Shares.

VII. And be it enacted, That the Company and the Directors thereof shall have the same Rights for enforcing and recovering the respective Instalments and Sums payable in respect of such new Shares, and in relation to the eventual Forfeiture and Resale thereof, as are in the said recited Act contained with respect to the Calls thereby authorized to be made on the Shares created thereby; and

that

that the respective Proprietors of such new Shares shall, until the Sums payable to the Company in respect thereof shall have been fully paid, be entitled to such Interest, Rights of voting, and other Benefits of the Sums for the Time being actually paid upon such Shares, as the Company may, by a Resolution thereof, from Time to Time determine.

Power for the Company to raise 10,000*l.* by Mortgage.

VIII. And be it enacted, That it shall be lawful for the said Company, by or pursuant to an Order of any Meeting thereof, from Time to Time to borrow and take up at Interest, on the Credit of the said Undertaking, the Whole or any Part of the Sum of Ten thousand Pounds, in lieu of raising the same by Shares in manner herein-before mentioned; and the Company, after such Order, are hereby empowered to mortgage and assign the Property of the said Undertaking, and the Rates or other Sums arising or to arise by virtue of the said recited Act or this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Person who shall advance the same.

Form of Mortgage.

IX. And be it enacted, That every such Mortgage shall be under the Common Seal of the Company, by Deed duly stamped, in which the Consideration for the same shall be truly stated, and may be in the Form prescribed in the said recited Act for the Mortgages thereby authorized, but with such Provision or special Provisions therein as the Circumstances shall, in the Judgment of the Directors of the Company, render expedient; and a like Entry or Memorial of every such Mortgage shall be made in the Books of the Company, as is in the said recited Act directed in relation to the said Mortgages thereby authorized; and every such Mortgage shall be transferable and assignable by the Person to whom any such Mortgage shall have been made, or in whom any such Mortgage shall, by Transfer or other Means, be for the Time being vested, in the like Form and Manner, and subject to the like Provisions, as are in the said recited Act respectively contained and expressed in relation to the Transfers of the said Mortgages thereunder, but nevertheless with such Variations in the same Form as the Circumstances of the Case may render expedient; and every such Assignment shall, within Thirty Days from the Date thereof, if executed in *Great Britain* or *Ireland*, or otherwise in the like Period after the Arrival thereof in *England*, be produced to the Clerk of the Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Mortgage, and also, if required, endorse a Certificate of such Entry on such Assignment; and for such Entry or Memorial and Certificate the said Clerk shall be paid the Sum of Two Shillings and Sixpence by the Party to whom such Assignment shall be made.

Mortgages, &c. to be stamped.

X. Provided always, and be it enacted, That every Mortgage, Bond, or other Security for Money, and every Transfer of any Share, Mortgage, Bond, or other Security to be granted or made by virtue of this Act, shall be by Deed duly stamped, wherein the Consideration for the same shall be truly stated, any thing herein or in the said recited Act contained to the contrary notwithstanding.

Holders of Mortgages for unlimited Periods may demand Payment after Twelve Calendar Months from their Date, upon giving Six Months Notice.

XI. And be it enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed on Mortgage, under the Authority of this Act, nor any other special Provision to the contrary shall be inserted in such Mortgage, the Party entitled to any such Mortgage may demand Payment of the Principal Monies thereby secured at or at any Time after the Expiration of Twelve Months from the Date of such Mortgage, upon giving Six Months Notice in Writing to the Clerk of the said Company for the Time being: Provided nevertheless, that the Company may at all Times pay off any such Mortgage in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Months Notice in Writing to the Party for the Time being entitled upon the Books of the Company to such Mortgage, or to his or her Executors or Administrators; and at the Expiration of the said Six Months all Interest shall cease to be paid on the said Principal Money, unless the Company shall make default in the Payment or Tender, pursuant to such Notice, of the said Principal Money, and all Interest then due thereon.

In case Mortgages or other Securities paid off, the Company may again raise the Amount.

XII. And be it enacted, That in case the Company shall raise the Whole or any Part of the Money hereby authorized to be raised by Mortgage, and all or any Part of the Principal Sum so raised shall be afterwards paid off or otherwise discharged, then it shall be lawful for the said Company from Time to Time thereafter again to raise by Mortgage, or by the Creation of new Shares, or partly by each of those Means, such Sums of Money as shall be equal to the Principal Money so discharged, and in the same Manner and as effectually as they are hereby authorized, in the first instance, to raise the Amount which shall have been so discharged; but no more than the Principal Sum of Ten thousand Pounds, or such Part thereof as shall not have been so raised by the Creation and Issue of new Shares, shall under the Powers of this Act be owing at one Time on Mortgage as a Charge upon the said Undertaking.

Present Mortgages and Bonds to have Priority.

XIII. Provided always, and be it enacted, That all Mortgages, Bonds, and Annuities, if any, which have been entered into, and all Debts contracted by virtue of the Powers of the said recited Act, and which may be subsisting at the Time of the passing of this Act, shall, so far as the same constitute a Charge legally or equitably binding the Property of the Company, or the Rates payable under the said recited Act, have a Priority over all Mortgages to be made or given under the Powers of this Act.

Certified Copy of Order of a Meeting of the Company to be Evidence.

XIV. And be it enacted, That any Writing purporting to be a Copy of the Order of any Meeting of the said Company authorizing the borrowing of any Money hereby authorized to be raised or the Creation of new Shares as aforesaid, or in relation to the Exercise in any other respect of the Powers of this Act, and certified by the Chairman of the Directors, or Clerk of the Company, to be a true Copy, shall be sufficient Evidence of the due making and of the Contents of such Order.

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

XV. And be it enacted, That the Company shall every Year cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of this Act for the Year ending on the Thirtieth Day of *June* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited and certified by the Directors or some of them, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County of *Lancaster*, on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit to prepare or transmit such Account as aforesaid they shall forfeit for every such Omission the Sum of Twenty Pounds.

Declaration of Dividends.

XVI. And be it enacted, That previously to every Ordinary Meeting the Directors shall cause a Scheme to be prepared, showing the Profits, if any, of the Company for the Period current since the immediately preceding Ordinary Meeting at which a Dividend was declared, and apportioning the same among the Shareholders according to the Shares held by them respectively, and shall exhibit such Scheme at such Ordinary Meeting, and at such Meeting a Dividend may be declared according to such Scheme.

Dividend not to reduce Capital.

XVII. And be it enacted, That the Company shall not make any Dividend whereby their Capital Stock will be in any degree reduced.

Releases to Witnesses.

XVIII. And be it enacted, That in all legal Proceedings under this Act general or other Releases for the Purpose of qualifying any Person in the Service of the Company to give Evidence as a Witness may be granted by any Two or more of the Directors, and every such Release or Discharge under the Hands and Seals of Two of the Directors shall be as effectual for the Purpose aforesaid as if made under the Common Seal of the Company.

Proof of Debts in Bankruptcy.

XIX. And with respect to the Proof and Recovery of Debts, or other Proceedings against the Estates of Bankrupts or Insolvents, be it enacted, That if any Person against whom the Company shall have any Claim or Demand become bankrupt, or take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for the Secretary or Treasurer of the Company, and they are hereby severally empowered, in all Proceedings instituted or prosecuted by the Company against the Estate of such Bankrupt or Insolvent, to represent the Company, and act in their Behalf in all respects as if such Claim or Demand had been the Claim or Demand of such Secretary or Treasurer, and not of the Company.

Tender of Amends.

XX. And with respect to Actions brought in respect of any Proceeding under the Provisions of this Act, be it enacted, That if before Action brought any Party having committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this

Act, or by virtue of any Power or Authority thereby given, make Tender of sufficient Amends to the Party injured, such Party shall not recover in any Action brought on account of such Irregularity, Trespass, or other wrongful Proceeding; and if no such Tender shall have been made, it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

Power to purchase Lands.

XXI. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to agree with the Owners of the Lands which they are hereby authorized to enter into and take for the Purposes of this Act, for the absolute Purchase, for a Consideration in Money, of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Leases therein, and of all Rent-charges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all Commonable or other Rights to which such Lands may be subject, and all other Estates or Interests in such Lands, of what Kind soever.

Parties under Disability enabled to sell and convey.

XXII. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to sell and dispose and convey or release the same to the Company, and to enter into all necessary Agreements for that Purpose; (that is to say,) all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators; and the Power so to sell and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and as to such Married Women as if they were sole, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power under Authority of this Act if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femmes Couverte, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers under the Authority of this Act if they had respectively been under no Disability.

Parties under Disability may exercise other Powers.

XXIII. And be it enacted, That the Power herein-after required to be exercised by the Lord of any Manor pursuant to the Provisions of this Act, and the Power to release Lands from any Rent, Payment, Charge, or Incumbrance, and to agree for the Apportionment of any such

such Rent, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and dispose of or convey and release Lands to the Company.

Consideration to be a gross Sum.

XXIV. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance of Compensation for Price of or Damage to Lands.

XXV. And be it enacted, That the Owners of any such Lands, or of any such Estate or Interest therein as aforesaid, and all Parties by this Act enabled to convey any such Lands, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept, Satisfaction for the Value of such Lands, or any Interest therein, to which such Party shall be entitled; and in addition to Compensation for the Value of such Lands, or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or otherwise owing to the Exercise of the Powers of this Act.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

XXVI. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell or convey except under the Provisions in this Act contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be it enacted, That such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provision herein-after contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company and the other by the other Party, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate; and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

XXVII. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who, by reason of Absence or from any other Incapacity or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose, and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

Purchase of Lands on Chief Rents.

XXVIII. And be it enacted, That if any Person seised in Fee of, or entitled to dispose of absolutely for his own Benefit, any Lands authorized to be purchased for the Purposes of this Act, shall be willing to sell such Lands for a perpetual annual Rent-charge in lieu of a Sum in gross, such Person may lawfully sell and convey such Lands,

Lands, or any Part thereof, unto the Company, in consideration of an annual Rent-charge payable by the Company to the Person so selling and conveying, and to his Heirs and Assigns.

Payment of Rents to be charged on Rates.

XXIX. And be it enacted, That the yearly Rents reserved by any such Conveyance shall be charged on the Rates payable under this Act, and shall be paid by the Company as such Rents become payable; and if at any Time any such Rents be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such Rent shall be payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Company.

Form of Conveyances.

XXX. And be it enacted, That all Conveyances so to be purchased as aforesaid may be according to the Form in the Schedules (A.) and (B.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit; and all such Conveyances shall be effectual to vest the Lands thereby conveyed in the Company, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and to bar and to destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands comprised in such Conveyances as shall have been purchased or compensated for by the Consideration therein mentioned; but although Terms of Years be thereby merged, they shall in Equity afford the same Protection as if they had been kept on foot, and assigned to a Trustee for the Company to attend the Reversion and Inheritance.

Costs of Conveyances.

XXXI. And with respect to the Costs of the Conveyance of any such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all Charges and Expences, incurred on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms, or Interests, and of making out and furnishing such Abstracts and attested Copies as the Company may require, and all other Expences incident to the Investigation, Deduction, and Verification of such Title; and before the Company enter into Possession of the Lands so purchased or taken they shall pay the Amount of such Costs, and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof as herein-after provided; nevertheless, if, within Seven Days after Notice in Writing from the Company, the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into the Possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of Costs.

XXXII. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Costs shall be ascertained by the Court of Chancery, and for that Purpose either Party may apply to the Court by Petition, and thereupon the Court shall order such Costs to be referred to one of the Masters, to be taxed in the usual Manner, and upon Proof of such Service the Master shall proceed to tax such Costs accordingly, Notice of such Taxation being given to the other Party; and after the Taxation thereof it shall be lawful to the Court to order the Amount at which the same shall be so taxed, together with the Costs of Taxation, or so much of the same as shall be payable by the Company, to be paid to the Party entitled thereto, and the same shall be paid accordingly; and the Expence of taxing such Costs, and of obtaining the Order referring the same to be taxed, shall be borne by the Company, unless on the Taxation One Sixth Part of the Costs be disallowed, in which Case the Expence shall be borne by the Party from whom the Lands shall have been purchased or taken.

Purchase Money payable to Parties under Disability amounting to 200*l.* to be deposited in Bank of England.

XXXIII. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any such Lands which may belong to Parties under Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Tenant for Life or for any other partial or qualified Interest, Married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor, or Administrator, or Person under any Disability, shall be entitled to, and shall, under the Powers of this Act, be enabled to convey or dispose of, the same shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant-General of the Court of Chancery, to be placed to his Account there "*Ex parte* the Company of Proprietors of the *Preston* Waterworks," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and pursuant to the general Orders of the said Court; and such Monies shall remain so deposited until the same be applied to some one or more of the following Purposes; (that is to say,)

Application of Monies deposited.

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner as the Lands in respect of which such Money shall have been paid stood settled; or

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money

XXXIV. And

Order for Application.

XXXIV. And be it enacted, That such Money may be so applied as aforesaid, upon an Order of the Court of Chancery made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and until such Annuities or Securities shall be ordered to be sold or converted into Money for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands; and the Order for such Investment and Application of the Interest, Dividends, and annual Proceeds thereof may be made on the like Petition.

Sums from 20*l.* to 200*l.* to be deposited, or invested in Trustees.

XXXV. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may lawfully be paid to Two Trustees, to be nominated by the Parties entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

XXXVI. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit; or in case of the Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

XXXVII. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases, (that is to say,) if the Owner of any such Lands, or of any Interest therein,

therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner be gone out of the Kingdom, or cannot be found, or be not known, or refuse to convey or release such Lands as directed by the Company, it shall be lawful for the Company to deposit the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there, to the Credit of the Parties interested in such Lands (describing them as far as the Company can do), subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company or to the Party paying in such Money a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in; and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

Application of Monies so deposited.

XXXVIII. And be it enacted, That upon the Application by Petition of any Party making Claim to the Money so deposited as last aforesaid, or any Part thereof, or on the Application of any Person on behalf of whom such Money or any Part thereof shall be paid in, the said Court of Chancery may, in a summary Way, as to such Court shall seem fit, order the same to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making Claim thereunto, and may make such other Order in the Premises as to such Court shall seem fit.

Court of Chancery may direct Investment or Payment of Money in respect of Leases for Lives, Years, &c., or Reversions, as it may think just.

XXXIX. Provided always, and be it enacted, That where any such Purchase Money or Compensation so paid into the Court of Chancery shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Party in Possession deemed to be the Owner.

XL. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in Possession or Receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands, until the contrary be shown to the

Satisfaction of the Court; and unless the contrary be shown as aforesaid, the Parties so in Possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

Costs in Cases of Money deposited.

XLI. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Re-investment thereof, or the Government or Real Securities purchased therewith, in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Payment of Price to be made previous to Entry, except to survey &c.

XLII. And be it enacted, That the Company shall not, except by Consent of the Owner and Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, until they shall either have paid to every Party having any Interest in such Lands, or deposited in the Bank of *England* in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that, for the Purpose merely of surveying and taking Levels of such Lands it shall be lawful for the Company to enter upon the same without the previous Consent of the Owners, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands.

Penalty on Company entering upon Lands without Consent before Payment of the Purchase Money.

XLIII. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take Possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in Possession of such Lands the Sum of Ten Pounds over and above the Amount of any Damage done to such Lands by reason of such Entry and taking Possession as aforesaid, such Penalty and Damage respectively

to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in Possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid, if they shall *bonâ fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Decision of Justices not conclusive as to Company's Right.

XLIV. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Notice of Intention to take Lands.

XLV. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take, they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this Act to sell and convey or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the Compensation to be made for the Damage that may be sustained by him by reason of the making of the Works authorized by this Act.

Parties interested in Lands to state their Claims.

XLVI. And be it enacted, That if for One Month after the Receipt of such Notice any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the said Works, the Amount of such Compensation shall be settled in the Manner hereinafter provided for settling Cases of disputed Compensation.

Proceedings in case of Refusal to deliver Possession of Lands.

XLVII. And be it enacted, That where, according to the Provisions of this Act, the Company are authorized to enter upon and take Possession of any Lands required for the Purposes of this Act, if the Owner or Occupier of any such Lands, or any other Person, refuse to give up the Possession thereof, or hinder the Company from entering upon or taking Possession of the same, it shall be lawful for the Company to issue their Precept under their Common Seal to the Sheriff to deliver Possession of the same to the Person appointed in

such Precept to receive the same, and upon the Receipt of such Precept the Sheriff shall deliver Possession of any such Lands accordingly; and the Costs accruing by reason of the issuing and Execution of such Precept, to be settled by the Sheriff, shall be paid by the Persons refusing to give Possession; and such Costs, if not paid on Demand, shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Dispute as to Compensation to be settled by a Jury.

XLVIII. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise, or if no Agreement can be come to, between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of the Works authorized by this Act, (including among such Owners all Parties by this Act enabled to sell or convey Lands,) as to the Value of such Lands, or of any Interest therein, or as to the Compensation to be made in respect thereof, or if, by reason of Absence, any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands, or any Interest therein, or if, by reason of any Impediment or Disability, any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the said Works, or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the said Works, or otherwise in Exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation, according to the Provisions of this Act, the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

Claims not exceeding 5*l.* to be settled by Two Justices.

XLIX. Provided always, and be it enacted, That if the Compensation claimed in any of the Cases mentioned in the preceding Enactment shall not exceed Five Pounds, the same shall be settled by Two Justices.

Notice by Company of Intention to have a Jury summoned.

L. And be it enacted, That where it shall be necessary to refer any such Question to the Determination of a Jury by reason of any such Difference as aforesaid, then, One Month at the least before issuing their Warrant for summoning a Jury as herein-after provided, the Company shall give Notice in Writing to the Party with whom such Difference shall have arisen of their Intention to cause such Jury to be summoned; and in such Notice the Company shall state what Sum of Money they are willing to give such Party for his Interest in such Lands, and for the Damage to be sustained by him by the Execution of the said Works.

Requisition by Party claiming Compensation that a Jury be summoned.

LI. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, taken for or injuriously affected by the making of the said Works, shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing

Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then, within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, they shall issue their Warrant to the Sheriff to summon a Jury accordingly in the Manner herein mentioned.

Warrant for summoning Jury to be addressed to the Sheriff.

LII. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury, the Company shall issue their Warrant to the Sheriff, under their Common Seal, requiring him to summon a Jury for that Purpose; and if such Sheriff be interested in the Matter in dispute, by being a Shareholder of the Company or otherwise, such Application shall be made to some Coroner of the County in which the Lands in question, or some Part thereof, shall be situate; and if all the Coroners of such County be so interested, such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County, and who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last-mentioned Preference shall be given to one who shall have most recently served either of the said Offices.

Provisions applicable to Sheriff to apply to Coroner.

LIII. And be it enacted, That throughout the Enactments contained in this Act relating to the Reference to a Jury, where the Term "Sheriff" is used, the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been directed to any other Person than the Sheriff, such Sheriff shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the County where the Lands in question shall be situate.

Summoning of Jurymen.

LIV. And be it enacted, That upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons, duly qualified to act as Common Jurymen in the Superior Courts, to meet at the Time and Place named in the Warrant for that Purpose.

Impannelling of Jury.

LV. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn; and if a sufficient Number of Jurymen do not appear in obedience to such Summons the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the By-standers or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen, but no such Party shall challenge the Array.

LVI. And

LVI. And be it enacted, That Fourteen Days Notice of the Time and Place of the Inquiry shall be given in Writing by the Company to the other Party. Notice of Inquiry.

LVII. And be it enacted, That the Sheriff shall preside on the said Inquiry, and the Party claiming Compensation shall be deemed the Plaintiff, and shall have all such Rights and Privileges as the Plaintiff is entitled to in the Trial of Actions at Law; and, if either Party so request in Writing, the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question; and on the like Request the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Actions in the Superior Courts. Sheriff to preside; Witnesses to be summoned. Jury to view.

LVIII. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given, they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence. Jurymen to take Oath.

LIX. And be it enacted, That such Jury shall deliver their Verdict for the Sum of Money to be paid for the Purchase of the Lands required for the said Works, or of any Interest therein belonging to the Party with whom such Questions of disputed Compensation shall so have arisen, and also the Sum of Money to be paid for the Injury done to the Lands of any such Party by the Severance from such Lands of the Lands required by the Company, and also the Sum of Money to be paid by way of Compensation for the Damage occasioned to any such Lands by the Execution of the Works, whether it be for Damage sustained before the Time of the Inquiry, or for future Damage, either temporary or permanent, or for any recurring Damage of which the Cause is then only in part obviated, and which cannot or will not be further obviated by the Company; and the Sums of Money to be paid for the Injury done by any such Severance as aforesaid, or by way of Compensation for any such Damage as aforesaid, shall in every Case be assessed separately from the Value of the Lands, or the Sum to be paid for the Purchase thereof, or of any Interest therein. Verdict of Jury to be for Purchase of Lands and for Damage, assessed separately.

LX. And be it enacted, That in assessing the Sum of Money to be paid for the Purchase of any such Lands, the Value of any Interest in such Lands as shall have been heretofore rightfully purchased by the Company shall be first deducted. Value of Interests previously purchased to be deducted.

LXI. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and being so signed shall be kept by the Clerk of the Peace among the Records of the Quarter Sessions of the County in which the Lands, or any Part thereof, shall be situate, in respect of which such Purchase Money or Compen- Verdict and Judgment to be recorded.

sation shall have been awarded; and such Verdicts and Judgments shall be deemed Records, and the same, or true Copies thereof, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

Costs of the Inquiry.

LXII. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company, but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where, by reason of Absence in foreign Parts, or of any Disability, the Owner of the Land shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Particulars of the Costs.

LXIII. And be it enacted, That such Costs shall be settled by the Sheriff, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impanelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry, and also the Expences of the Bond, if any, given by the Party at whose Instance the Inquiry shall have been taken for prosecuting his Claim and securing the Costs of such Inquiry; and with respect to any such Costs payable by the Company, if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same, the same shall be recoverable by Distress, and on Application to any Justice he shall give his Warrant accordingly; and with respect to any such Costs payable by the Owner of the Lands, or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

Penalty on Sheriff and Jury for Default.

LXIV. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry, he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any other Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and in addition to the Penalty hereby imposed, every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of the Superior Courts.

LXV. And

Penalty on Witnesses making Default.

LXV. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and Place specified in the Summons without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the Subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Special Jury to be summoned at the Request of either Party.

LXVI. And be it enacted, That if either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, and before the Company have issued their Warrant to the Sheriff give Notice in Writing of such Desire, such Question shall be so tried; and for that Purpose the Company shall, by their Warrant to the Sheriff, require him to nominate a Special Jury for such Trial, and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attorneys, at some convenient Time and Place (not being less than Five Days from the Service of such Summons) appointed by him for the Purpose of nominating a Special Jury, and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts; and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties, and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty, in the Manner used and accustomed by the proper Officers of the Superior Courts.

Deficiency of Jurymen.

LXVII. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons, qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury; and such Trial shall be attended in all respects with the like Incidents and Consequences as herein-before provided in the Case of a Trial by Common Jury.

Other Inquiries before same Special Jury by Consent.

LXVIII. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

LXIX. And

Jurymen not required to attend more than once.

LXIX. And be it enacted, That no Special Juryman shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than once in any Year.

Reference of Dispute as to Compensation to Justices.

LXX. And with respect of any such Question of disputed Compensation or other Matter of Difference by this Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect to any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof; and in default of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

Company empowered to purchase the Interest in Lands, the Purchase whereof may have been omitted by Mistake.

LXXI. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which under the Provisions of this Act they were authorized to purchase, and which shall be permanently required for the Purposes of this Act, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands, which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands; provided, within Six Calendar Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall be disputed, then within Six Calendar Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the Mesne Profits or Interest which would have accrued to such Parties respectively in respect hereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such Mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as, according to the Provisions of this Act, the same respectively would have been agreed on or awarded and paid in case the Company had purchased such Estate, Right, Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Lands to be estimated.

LXXII. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any Mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate or Interest, and Profits, without regard to any Improve-

Improvements or Works made in the said Lands by the Company, and as though the said Works had not been constructed.

Company to pay the Costs of Litigation as to such Lands.

LXXIII. And be it enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall be disputed, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Company not to be entitled to Minerals.

LXXIV. And with respect to any Mines of Coal, Ironstone, Lime, Slate, or other Minerals under any Land purchased by the Company, be it enacted, That the Company shall not be entitled to any such Mines or Minerals, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the said Works, unless the same shall have been expressly purchased; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly named therein and be thereby conveyed.

Power to Owners of intersected Lands to insist on Sale.

LXXV. And with respect to any such Lands which shall be so cut through and divided by the said Works as to leave, either on both Sides or on one Side thereof, a less Quantity of Land than Half a Statute Acre, be it enacted, That if the Owner of any such Land, not being situate in a City or Town, or built upon, require the Company to purchase any such small Parcel of Land along with the other Land required for the Purposes of this Act, the Company shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left into which the same can be thrown; and if such Owner have any other Land so adjoining he may require the Company, at their own Expence, to throw the Piece of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same in a sufficient and workmanlike Manner.

Power of Company to insist on Purchase where Expence of Bridges, &c. exceeds the Value.

LXXVI. And be it enacted, That if any such Land shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication between the Land so divided as the Company are, under the Provisions of this Act, compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury, as herein provided for Cases of disputed Compensation; and on the Occasion of ascertaining the Value of the Land

required to be taken for the Purposes of the said Works the Jury shall, if required by either Party, ascertain by their Verdict the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Parties not to be required to sell Part of a House.

LXXVII. And be it enacted, That no Party shall at any Time be required to sell or convey to the Company a Part only of any House or other Building or Manufactory, if such Party be willing to sell and convey the Whole thereof.

Power to redeem Mortgages.

LXXVIII. And with respect to any such Lands which shall be subject to any Mortgage, be it enacted, That the Company may purchase or redeem the Interest of the Mortgagee of such Lands, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right, or in Trust for any other Party, and whether he be in Possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely or jointly with any other Lands not required for the Purposes of this Act; and in order thereto the Company may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct; or the Company may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Company to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Company or as they shall direct.

Deposit of Mortgage Money on Refusal to accept Redemption.

LXXIX. And be it enacted, That if in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage, as directed by the Company, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Company at any Time after such Failure to pay into the Bank of *England*, in the Manner provided by this Act in Cases of Money directed to be deposited in such Bank, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in

Trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Company, and they shall be deemed to be in the actual Possession thereof in case such Mortgagee were himself entitled to such Possession.

Sum to be paid when Mortgage exceeds Value of Lands.

LXXX. And with respect to any such mortgaged Lands which shall be of less Value than the Principal, Interest, and Costs secured thereon, be it enacted, That the Value of such Lands, or the Compensation to be made by the Company in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Company, or as they shall direct.

Deposit of such Money when refused on Tender.

LXXXI. And be it enacted, That if, upon such Payment or Tender as aforesaid being made, any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a Title thereto to the Satisfaction of the Company, then they may pay the Amount of such Value or Compensation into the Bank of *England* in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon; and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him, shall become absolutely vested in the Company, and they shall be deemed to be in the actual Possession thereof in case such Mortgagee were himself entitled to the Possession thereof; nevertheless all Rights and Remedies possessed by the Mortgagee against the Mortgagor by virtue of any Bond or Covenant, or other Obligation other than the Right of such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

Sum to be paid where Part only of mortgaged Lands taken.

LXXXII. And with respect to any such mortgaged Lands of which only a Part shall be required for the Purposes of this Act, be it enacted, That if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof, or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Company on the other; and if the Parties aforesaid fail to agree respecting the Amount of such Value

Value or Compensation the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to such Mortgagee in satisfaction of his Mortgage Debt so far as the same will extend, and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee, and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Company, at their Expence, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Deposit of such Money when refused on Tender.

LXXXIII. And be it enacted, That if, upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined, such Mortgagee shall fail to convey or release to the Company, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Company, it shall be lawful for the Company to pay the Amount of such Value or Compensation into the Bank of *England* in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all Money due thereon, and thereupon such Lands shall become absolutely vested in the Company, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him, and in case such Mortgagee were himself entitled to such Possession they shall be deemed to be in the acual Possession thereof; nevertheless every such Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof (as the Case may be), and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of this Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

Compensation for Common Lands where held of a Manor to be paid to Lord of the Manor; of other Commonable Rights to the Churchwardens.

LXXXIV. And with respect to any such Lands being Common or Waste Lands, and being Parcel of or holden of any Manor, be it enacted, That the Compensation in respect of the Right of the Lord of the Manor whereof such Lands shall be holden or Parcel in the Soil of such Lands shall be paid to the Lord of the Manor; and the Compensation in respect of all other Commonable Rights in or over such Lands shall be paid to the Churchwardens of the Parish in which such Lands shall be situate, and shall be by them applied to such general or public Purposes within such Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; or if any such Lands be not situate in any Parish, then such Compensation shall be paid to the Overseers of the Poor acting for

for the District or Place where such Lands shall be situate, for the Benefit of the Poor of such District; and in regard to the Adjustment of such Compensation, such Churchwardens and Overseers respectively shall be dealt with by the Company in all respects as being the absolute Owners of all such Commonable Rights; and upon Payment or Tender to such Churchwardens or Overseers respectively, as the Case may be, of the Compensation which shall have been agreed upon or determined in respect of any such Commonable Rights, all such Commonable Rights shall cease and be extinguished.

Lord of the Manor to convey to the Company.

LXXXV. And be it enacted, That upon Payment or Tender to the Lord of the Manor of the Compensation which shall have been agreed upon or determined in respect of his Right in the Soil of any such Lands, such Lord of the Manor shall convey such Lands to the Company, and such Conveyance shall have the Effect of vesting such Lands in the Company in like Manner as if such Lord of the Manor had been seised in Fee Simple of such Lands at the Time of executing such Conveyance; and if, upon such Payment or Tender to the Lord of the Manor as aforesaid, such Lord of the Manor fail to convey such Lands, or if he fail to adduce a good Title to the Manor whereof such Lands shall be holden or Parcel, the Company shall pay the Amount of such Compensation into the Bank of *England* in manner required in other like Cases of Monies required to be deposited in such Bank, and thereupon such Lands shall vest absolutely in the Company, and they shall be deemed to be in the Possession thereof.

Compensation for Common Lands where not held of a Manor, how to be determined.

LXXXVI. And with respect to any such Lands being Common Lands, or in the Nature thereof, and not being Parcel or holden of any Manor, be it enacted, That the Compensation to be paid for such last-mentioned Lands shall be determined by Agreement between the Company and a Committee of the Parties entitled to Commonable Rights in such Lands, to be appointed as next herein-after mentioned.

A Committee of the Parties interested to be appointed in public Meeting.

LXXXVII. And be it enacted, That the Company shall convene a Meeting of the Parties entitled to Commonable or other Rights over or in such Lands, to be held at some convenient Place in the Neighbourhood of the Lands, for the Purpose of their appointing a Committee to treat with the Company for the Compensation to be paid for the Extinction of such Commonable or other Rights; and every such Meeting shall be called by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or in the respective Counties in which such Lands shall be situate, not more than Fourteen nor less than Seven Days prior to any such Meeting; and the Meeting so called may appoint a Committee, not exceeding Five in Number, of the Parties entitled to any such Rights; and at such Meeting the Decision of the Majority present shall bind the Minority, and all absent Parties, but such Meeting shall not be effectual for the Purpose unless Five at least of the Parties entitled attend the same.

Committee to agree with the Company, and convey to them.

LXXXVIII. And be it enacted, That it shall be lawful for the Committee so chosen to enter into an Agreement with the Company for the Compensation to be paid for the Extinction of such Commonable and other Rights, and all Matters relating thereto, for and on behalf of themselves and all other Parties interested therein, and all such Parties shall be bound by such Agreement; and it shall be lawful for such Committee to execute any Assurances for the Purpose of conveying the Lands in respect of which such Compensation shall be paid, and the Receipt of such Committee, or of any Three of them, for such Compensation, shall be an effectual Discharge for the same; and such Compensation, when received, shall be apportioned by the Committee among the several Persons interested therein, according to their respective Interests, but the Company shall not be bound to see to the Apportionment or to the Application of such Compensation, nor shall they be liable for the Misapplication or Non-application thereof.

Provision in default of Agreement.

LXXXIX. And be it enacted, That if, upon being duly convened by the Company, no effectual Meeting of the Parties entitled to such Commonable or other Rights shall take place, or if, taking place, such Meeting fail to appoint such Committee, or if such Committee, being appointed, fail to agree with the Company, the Amount of such Compensation shall be determined as in other Cases of disputed Compensation; and in any such Case the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or, if no such Three Parties can be found, upon any Occupier of the Lands over which such Rights extend; or if the same be unoccupied, then it shall be sufficient if such Notice, being painted on a Board, be affixed upon some conspicuous Part of such Land.

Upon Payment of Compensation payable to Commoners Lands to vest in the Company.

XC. And be it enacted, That upon Payment or Tender to such Committee, or any Three of them, or if there shall be no such Committee, then upon Payment into the Bank of *England* in the Manner required by this Act in the like Cases of Monies required to be deposited in such Bank, of the Compensation which shall have been agreed upon or determined in respect of such Commonable or other Rights, all such Commonable and other Rights shall cease and determine, and the Company shall be deemed to be in Possession of such Lands, and to be absolutely entitled thereto, freed and discharged from all such Commonable or other Rights.

Release of Lands from Rent-charges.

XCI. And with respect to any such Lands which shall be charged with any Rent Service, Rent-charge, or Chief or other Rent, or other Payment or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Charge, respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of Part of Lands from Charge.

XCII. And be it enacted, That if Part only of the Lands charged with any such Rent Service, Rent-charge, Chief or other Rent,

Payment,

Payment, or Incumbrance, be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by Agreement between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Ageeement, the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with the Consent of the Owner of the Lands so jointly subject, such Owner not being under legal Disability or Incapacity, the Party entitled to such Charge may release therefrom the Lands required, on condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Deposit in case of Refusal to release.

XCIII. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid, such Party shall execute to the Company a Release of such Charge; and if he fail so to do, or if he fail to adduce a good Title to such Charge, to the Satisfaction of the Company, they shall pay the Amount of such Compensation into the Bank of *England* in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank; and thereupon the Rent Service, Rent-charge, Chief or other Rent, Payment, or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

Charge to continue on Lands not taken.

XCIV. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the Whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands for the Whole or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if, upon any such Charge or Portion of Charge being so released, the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and, if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

Where Part only of Lands under Lease

XCV. And with respect to any such Lands which shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands

taken, the Rent to be apportioned.

Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part and the Company on the other Part, and if such Apportionment be not settled by Agreement between the Parties such Apportionment shall be settled by Two Justices; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act, in the same Manner as they would have done in case such Part of the Land had been included in the Lease.

Lessees to be compensated.

XCVI. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Tenants at Will, or from Year to Year, to cede Possession at Six Months Notice.

XCVII. And with respect to any such Lands which shall be in the Possession of any Person having no greater Interest therein than as Tenant at Will, or Lessee for a Year, or from Year to Year, be it enacted, That at the Expiration of Six Months after receiving Notice to that Effect from the Company, or at any other Time when required after the Expiration of such Period, all such Persons shall respectively deliver up to the Company, or to the Person appointed by them to take Possession thereof, any such Lands in their Possession required for the Purposes of this Act; and any such Notice shall be effectual, whether it be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the Purchase of such Lands by the Company.

Compensation to such Tenants.

XCVIII. Provided always, and be it enacted, That if any such Person as last aforesaid be required to give up Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, or, if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by Two Justices in case the Parties differ about the same.

On Refusal, Sheriff to give Possession.

XCIX. And be it enacted, That if any such Person refuse to give up such Possession, it shall be lawful for the Company, after making Payment

Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to issue their Precept, under their Common Seal, to the Sheriff to deliver up Possession of such Lands to the Person in such Precept nominated to receive the same; and upon the Receipt of such Precept the Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred in the issuing or Execution of such Precept, to be settled by the Sheriff; and if, on Demand, he fail to pay the same, they shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Production of Leases.

C. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands, the Company may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Company, such Lease or Grant, or the best Evidence thereof, be not produced within a reasonable Time, the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Compulsory Purchase limited for Three Years.

CI. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Lands not wanted to be sold.

CII. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of this Act, but which shall not be required for the Purposes thereof, be it enacted, That the Company shall sell all such superfluous Lands, in such Manner as they may deem most advantageous, and convey the same to the Purchasers thereof, by Deed under the Common Seal of the Company, and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such Sales and Conveyances shall take place within Ten Years after the passing of this Act.

Lands not so sold to vest in Owners of adjoining Lands.

CIII. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands to be offered to original or to adjoining Owners.

CIV. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed; or if such Person refuse to purchase the same, or cannot be found, then the like Offer shall be made to the Person or to the several Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Persons being

being capable of entering into a Contract for the Purchase of such Lands; and where more than One such Person shall be entitled to such Right of Pre-emption, such Offer shall be made to such Persons in succession one after another, in such Order as the Company shall think fit.

Right of Pre-emption to be claimed within Sixty Days.

CV. And be it enacted, That if such respective Persons be desirous of purchasing such Land, then within Sixty Days after such Offer of Sale they shall signify their Desire in that Behalf to the Company; or if they decline such Offer, or if for Sixty Days they neglect to signify their Desire to purchase such Lands, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer shall cease; and thereupon a Declaration in Writing, made before a Justice by some Person not interested in the Matter in question, stating that the Person or all the Persons entitled to the Right of Pre-emption were out of the Country, or could not be found, or were not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made and was refused, or not accepted within Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence of the Facts therein stated.

Differences as to Price to be settled as in other Cases.

CVI. And be it enacted, That if any Person entitled to such Pre-emption be desirous of purchasing any such Lands, and such Person and the Company do not agree as to the Price thereof, then such Price shall be ascertained as in other Cases of disputed Compensation; and upon Payment or Tender to the Company of the Purchase Money so agreed upon or determined, they shall convey such Lands to the Party so entitled to purchase the same, and every such Conveyance shall be effectual for vesting the Lands comprised therein in the Purchaser thereof, for the Estate which shall so have been purchased by him; and the Money produced by the Sale of such Lands shall be applied by the Company for the Purposes of the Works.

Effect of Word "grant" in Conveyances.

CVII. And be it enacted, That in every Conveyance of Lands to be made by the Company under this Act the Word "grant" shall operate as express Covenants by the Company, for themselves and their Successors, with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, and Assigns of such Grantees, according to the Quality or Nature of such Grants, and of the Estate or Interest therein expressed to be thereby conveyed, as follows, except so far as the same shall be restrained or limited by express Words contained in any such Conveyance; (that is to say,)

A Covenant that, notwithstanding any Act or Default done by the Company, they were at the Time of the Execution of such Conveyance, seised or possessed of the Lands or Premises thereby granted, for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise, for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them:

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Company and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Company and their Successors from all Incumbrances created by the Company:

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Company or their Successors, and all other Persons claiming under them:

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may in all Actions brought by them assign Breaches of Covenants, as they might do if such Covenants were expressly inserted in such Conveyances.

Power to make new Line of Works and Reservoirs.

CVIII. And whereas it is expedient that the said Company should extend the Line of Waterworks, and make other Reservoirs for the Reception of Water, to enable the said Company to obtain an increased Supply of Water for the Inhabitants of the said Borough of *Preston;* be it therefore enacted, That, subject to the Provisions and Restrictions in this Act contained, it shall be lawful for the said "Company of Proprietors of the *Preston* Waterworks" to make and maintain Reservoirs, Cuts, Drains, Tunnels, Conduits, Feeders, and other Aqueducts in the Townships of *Grimsargh-with-Brockholes, Alston-with-Hothersall, Dilworth,* and *Thornley-with-Wheatley,* in the said County, and other the Works in the Lines and upon the Lands delineated and described on the Plan and in the Book of Reference to be deposited as herein-after mentioned, and in the Schedule hereto annexed, for obtaining an increased Supply of Water.

Power to enter on Lands and construct Works.

CIX. And for the better effecting the Purposes aforesaid, be it enacted, That it shall be lawful for the Company to enter into any Lands, Waters, and other Places mentioned in the said Plan and Book of Reference so to be deposited, and to take Levels of the same, and to set out such Parts thereof as they shall think necessary for the Works hereby authorized to be made, and to dig and break up the Soil of such Lands, Waters, and Places, and to trench and sough the same, and to remove or use all Soil, Trees, or other Things dug or gotten out of the same, they the Company doing as little Damage as may be in the Execution of the Powers hereby granted, and making Satisfaction in manner herein-before mentioned to all Persons interested in any Lands or Water used for the Purposes of this Act, or which may be injured by the Execution of the Powers hereby granted: Provided always, that it shall not be lawful for the Company to enter into or use any Land or Water for the Purposes of this Act, without having paid or tendered Payment for the same in Manner herein mentioned, except for the Purpose of setting out and taking Levels of such Parts of the said Land or Water as the Company shall intend to take or use for the Purposes of this Act.

Taking surplus or overflow Water only from Farm Lands.

CX. Provided also, and be it enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors, their Successors or Assigns, or any Person or Persons acting under their Authority, to take or divert any Water whatever heretofore accustomed to run or flow to or through any Farm Lands, and heretofore used for the domestic or other Purposes of the Owner or Occupier of any such Farm Lands on the Lines of Works within the Limits of this Act, so as by such taking or Diversion of any Water the needful and necessary Supply required by the Owner or Occupier of such Farm Lands for such Purposes as aforesaid shall in any Manner or to any Extent whatever be diminished in Quantity; but the Power and Authority by this Act given to the said Company of Proprietors, their Successors and Assigns, shall extend to the taking of the surplus or overflow Water only from such Farm Lands as aforesaid, after supplying the Purposes of the Owners or Occupiers thereof as aforesaid.

An authenticated Plan and Book of Reference to be deposited with the Clerk of the Peace, and be open for Inspection.

CXI. And whereas Plans and Sections describing the Reservoirs, Cuts, Drains, Tunnels, Conduits, Feeders, and Aqueducts of the intended Works, and the Lands and Buildings in and through which the same, and all Works connected with the Undertaking, were then intended to be carried or made, together with a Book of Reference to such Plan, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands and Buildings, were deposited in the Office of the Clerk of the Peace of the County of *Lancaster*, being the County within which such Works were intended to be made, on or before the Thirtieth Day of *November* One thousand eight hundred and forty-two: And whereas since the Deposit so made a Portion of the said last-mentioned Works have been agreed to be abandoned; be it therefore enacted, That a Map or Plan describing the Lines of the said Works, as the same are intended to be made by virtue of this Act, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, together with a Section and Book of Reference thereto, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, shall, within Three Calendar Months next after the passing of this Act, be deposited with the Clerk of the Peace for the County of *Lancaster;* and the said Map or Plan, Section, and Book of Reference so to be deposited shall remain with and be kept by the said Clerk of the Peace, who shall at all seasonable Hours of the Day permit any Person to view and examine the same, and to make Copies of or Extracts therefrom, such Person paying for the same the Sum of One Shilling for every such Inspection, and the further Sum of One Shilling for every Hour during which such Inspection shall continue after the first Hour, and after the Rate of Sixpence for every One hundred Words copied therefrom; and that the said Plans and Book of Reference so to be deposited, or true Copies thereof respectively, or so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

CXII. Pro-

Unintentional Errors in Schedule, or Plans and Book of Reference, not to prevent Execution of the Act.

CXII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said intended Works, and to take Lands and Buildings required for the Purposes of the said Undertaking, although such Lands and Buildings, or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, and Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in or upon the said Plans and Book of Reference so to be deposited, or in the Schedule to this Act annexed, if it shall appear to any Justice of the Peace for the said County (in case of Dispute about the same), and be certified by Writing under his Hand, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and every such Certificate shall be deposited with and remain in the Custody of the Clerk of the Peace for the said County.

Limiting Deviation from Plan to an Extent not exceeding 100 Yards.

CXIII. And be it enacted, That the said Company, in making the said Works by this Act authorized, shall have full Power and Authority to deviate from the Line of Works delineated in the Map or Plan and Sections so to be deposited with the Clerk of the Peace for the said County of *Lancaster*: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so to be delineated upon the said Plan so to be deposited as aforesaid, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference so to be deposited, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall be certified in Manner herein-before provided for in Cases of unintentional Errors in such Book of Reference.

Houses and Gardens not to be used unless specified in Schedule.

CXIV. Provided also, and be it enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage for the Purposes of this Act any House or other Building attached to a House which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and forty-two, or any 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, other than and except such as are specified in the Schedule to this Act annexed, marked (C.), without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be so certified in Manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Company empowered to construct Waterworks, &c.

CXV. And be it enacted, That it shall be lawful for the Company, subject to the Restrictions herein contained, from Time to Time to make, construct, lay down, maintain, alter, or discontinue such Waterworks, Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Waste Gates, Stop Gates, Stop Cocks, Sluices, Banks, Pipes, Tunnels, Machinery, and other Works, and also such Houses and

and Buildings, upon the Lands hereby authorized to be taken by the Company, as they shall think proper, for supplying the Inhabitants within the Limits of this Act with Water.

Power to break up Streets, &c.

CXVI. And be it enacted, That it shall be lawful for the Company to form, lay down, alter, repair, or remove, in or under any Street or Highway within the Limits of this Act, any Aqueducts, Conduits, Pumps, Pipes, Tunnels, and other Works, for the Purpose of supplying the Inhabitants within the same with Water, and for that Purpose to break up or open the Pavement or Soil of any such Street or Highway, and any public Sewer or Drain therein, they the Company doing as little Damage as may be in the Execution of the said Powers, and making Compensation for any Damage caused thereby in manner herein mentioned.

Notice to be served before breaking up Streets.

CXVII. And be it enacted, That before any Street or Highway shall be opened or broke up by the Company they shall give to the Persons under whose Control or Management such Street or Highway may be Notice in Writing of their Intention to open or break up the same Three Days before the Commencement of such Operation.

Streets to be broken up under Superintendence.

CXVIII. And be it enacted, That every such Street or Highway shall be opened or broken up under the Superintendence of the Persons having the Control or Management of the same, or their Officer, and according to such Plan as shall be agreed upon between such Persons or their Officer and the Company, or in case of any Difference respecting such Plan, then according to such Plan as shall be determined by a Justice; and such Justice is hereby required, on the Application of the Company, to determine the Plan according to which such Street or Highway shall be opened or broken up, provided that Three Days Notice of the Time and Place at which such Determination is to be made shall be proved to have been served on the Person having the Control or Management of the Street or Highway proposed to be broken up.

Streets broken up to be reinstated without Delay.

CXIX. And be it enacted, That when the Pavement or Soil of any Street or Highway shall be opened or broken up by the Company, they shall with all convenient Speed complete the Work on account of which the same shall be broken up, and fill in the Ground and make good the Pavement or Soil so opened or broken up, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement or Soil shall be so opened or broken up to be fenced and guarded, and set up and maintain upon or against the Part of the said Pavement or Soil so broken up or opened a sufficient Light during every Night during which such Pavement or Soil shall be continued open or broken up.

Penalty for Delay in reinstating the Street.

CXX. And be it enacted, That if the Company shall make any Delay in completing any such Work, or in filling in the Ground or making good the Pavement or Surface so opened or broken up, or in carrying away the Rubbish so occasioned as aforesaid, or in causing to be fenced, guarded, or lighted the Place where such Pavement or

Surface shall have been broken up, they shall forfeit a Sum not exceeding Five Pounds for every such Offence.

In case of Delay other Parties may reinstate and recover the Expences.

CXXI. And be it enacted, That if any such Delay as aforesaid shall take place it shall be lawful for the Persons having the Control or Management of the Street or Highway in respect of which such Delay shall take place to cause the Matter or Thing so delayed to be done; and the Expence of doing the same, together with the Costs of recovering such Expence, shall be recovered from the Company in the same Manner as any Damages for the Recovery of which no special Provision is made by this Act are hereby directed to be recovered; and the Money so recovered shall be applied by the Persons having the Control or Management of the Street or Highway for the Purposes of the same.

Public Sewers to be opened under Superintendence.

CXXII. And be it enacted, That no public Sewer or Drain within the Limits of the Act shall be opened or interfered with by the Company, except under the Superintendence of the Persons having the Control or Management of such public Sewer or Drain.

Notice to be given before opening Sewers.

CXXIII. And be it enacted, That if any public Sewer or Drain within the Limits of this Act shall be intended to be opened or interfered with by the Company, they shall give Notice of such Intention to the Persons having the Control or Management of such public Sewer or Drain Twenty-four Hours at least previously to the Commencement of the Operations.

Sewers to be reinstated.

CXXIV. And be it enacted, That the Company shall reinstate and make good, with as little Delay as may be, any public Sewer or Drain opened or interfered with by them.

Penalty for opening without Notice, or delaying to reinstate.

CXXV. And be it enacted, That if the Company shall open or interfere with any public Drain or Sewer without giving such Notice as aforesaid, or shall make any Delay in reinstating or making good any public Sewer or Drain opened or interfered with by them, they shall forfeit to the Persons having the Control or Management of such Sewer or Drain a Sum not exceeding Five Pounds for every such Offence.

In case of Delay other Parties may reinstate, and recover the Expences.

CXXVI. And be it enacted, That if any Delay shall take place in reinstating and making good any Sewer or Drain so broken or opened, it shall be lawful for the Persons having the Control or Management thereof to reinstate and make good the same; and the Expences occasioned thereby shall be paid by the Company to such Persons as aforesaid, and shall, together with the Costs of recovering such Expences, be recovered by them from the Company in the same Manner as any Damages for the Recovery of which no special Provision is made by this Act are hereby directed to be recovered, and be applied by them for the Purposes of any public Sewer or Drain under their Control.

Power to Inhabitants to lay Service Pipes.

CXXVII. And be it enacted, That it shall be lawful for such of the Inhabitants within the Limits of this Act as shall be desirous of

of having Water from the Waterworks of the Company conveyed into their Premises, to open, with the Consent of the Owners and Occupiers thereof, the Ground between the Main and Branch Pipes of the Company and their respective Houses, Buildings, and Premises, and to lay any Leaden or other Service Pipes from such Premises to communicate with the Main or Branch Pipes of the Company: Provided always, that every such Inhabitant shall, before he shall commence laying any Service Pipe to communicate with the Service Pipes of the Company, give to the Company Fourteen Days Notice of his Intention to do so.

Communication to be made under Superintendence of Company's Surveyor.

CXXVIII. And be it enacted, That before any Service Pipe is made to communicate with the Main or Branch Pipes of the Company, the Inhabitant intending to lay such Service Pipe shall give Six Days Notice to the Company of the particular Day and Hour when such Pipe is intended to be made to communicate with the Pipes of the Company; and every such Service Pipe shall be so made to communicate under the Superintendence and according to the Directions of the Surveyor or other Officer appointed for that Purpose by the Company, unless such Surveyor or Officer shall not attend at the Time mentioned in the said Notice.

Bore of Service Pipes.

CXXIX. And be it enacted, That the Bore of any such Service Pipe as aforesaid shall not exceed Three Fourths of an Inch, except with the Consent of the Company.

Owners or Occupiers of Dwelling Houses not to lay Service Pipes until Water Rent paid.

CXXX. And be it enacted, That no Owner or Occupier of any Dwelling House or Part of a Dwelling House shall make any Service Pipe for such Dwelling House or Part of a Dwelling House to communicate with the Pipes of the Company, except he shall have paid the Portion of the yearly Rent payable in respect of such Dwelling House hereby directed to be paid in advance.

Inhabitants other than Occupiers to make Agreement for Supply of Water.

CXXXI. And be it enacted, That no Inhabitant within the Limits of this Act (except the Owner or Occupier of a Dwelling House or Part of a Dwelling House laying any Service Pipe for the Supply of Water to the same) shall make any Service Pipe to communicate with the Pipes of the Company, except he shall have agreed with the Company for a Supply of Water to his Buildings and Premises.

Removal of Service Pipes.

CXXXII. And be it enacted, That it shall be lawful for any Person who shall have laid down any Pipe, or who shall have become entitled to the same, to remove the same, and the Cocks and other Apparatus belonging thereto, after having first given Fourteen Days Notice in Writing to the Company of his Intention so to do, and of the Time of such proposed Removal; and every such Person shall make Compensation to the Company for any Injury or Damage to their Pipes or Works which may be caused by such Removal.

Power to Inhabitants to break up Pavements.

CXXXIII. And for the Purpose of enabling the Inhabitants within the Limits of this Act to lay down Service Pipes in any Streets and Highways within the same, and to repair, renew, and remove the same, be it enacted, That it shall be lawful for any such Inhabitant to open

open or break up the Pavement and Soil of any such Street or Highway as shall be between any Main or Branch Pipe of the Company and his House, Building, or Premises, and any Sewer or Drain therein, for any such Purpose as aforesaid, doing as little Damage as may be, and making Compensation for any Damage done in the Execution of any such Work: Provided always, that every such Inhabitant desiring to break up the Pavement or Soil of any Street or Highway, or any Sewer or Drain therein, shall be subject to the same Necessity of giving previous Notice, and be subject to the same Control, Restriction, and Provisions in and during the Time of breaking up of the same and for reinstating the same, and to the same Penalties for any Delay in regard thereto, as the Company are subject to by virtue of this Act.

Penalty for refusing a Supply of Water.

CXXXIV. And be it enacted, That if the Company shall neglect or refuse to furnish a sufficient Supply of Water for domestic Purposes, at the Rates in the said recited Act mentioned, to any Owner or Occupier of any Dwelling House, or Part of any Dwelling House, in any Street or Place where the Pipes of the Company shall be laid, or within Ten Yards of any such Pipe, for Seven Days after Demand in Writing made to the Clerk or Surveyor of the Company, and Tender made to such Clerk or Surveyor of the Amount of the Portion of the Rate payable in advance, the Company shall forfeit to the Owner or Occupier making such Demand Treble the Amount of the Rate so tendered, and also the further Sum of Twenty Shillings for every Day during which they shall refuse or neglect to furnish such Supply: Provided always, that the Company shall not be obliged to supply any Water to any such Owner or Occupier, or be liable to any Penalty for not supplying the same, if such Supply cannot be made by the Company without lessening the Quantity of Water required by other Owners or Occupiers of Houses or Parts of Houses supplied with Water by the Company previously to the Demand made by such Occupier.

Penalty for Failure of Supply of Water.

CXXXV. And be it enacted, That if the Company shall neglect or refuse to furnish a sufficient Supply of Water for domestic Purposes during any Part of the Period for which the Rate for such Supply shall have been paid, they shall forfeit to the Person having paid such Rate the Sum of Twenty Shillings for every Day during which such Refusal or Neglect shall continue after Notice in Writing shall have been given to the Company of the Want of such Supply; but no Penalty shall be payable by the Company if the Want of such Supply shall arise from Frost, or other unavoidable Cause or Accident.

Penalties for Offences respecting the Water of the Company.

CXXXVI. And be it enacted, That every Person who shall commit any of the following Offences shall for every Offence forfeit a Sum not exceeding Five Pounds; (that is to say,)

1. Every Person who shall cause any Dog or other Animal to go into any Reservoir or Water belonging to the Company, or shall bathe or wash any such Dog or Animal therein:
2. Every Person who shall throw any Gravel, Stone, Rubbish, Filth, or other offensive Thing into, or wash or cleanse any Cloth, Wool,

Wool, Leather, or Skin of any Animal, or any Wearing Apparel, or other Thing, in any such Reservoir or Water as aforesaid:

3. Every Person who shall cause or permit the Water of any Sink, Sewer, or Drain, or other filthy Water, belonging to him or under his Control, to run or be conveyed into any of the Water belonging to the Company, or into any Spring, Drain, or Watercourse communicating therewith, or shall commit or cause any Act whereby the Water of the Company shall be fouled or corrupted.

Penalty on Gas Makers for corrupting Water within the Limits of the Act.

CXXXVII. And be it enacted, That if any Person making or supplying any Gas within the Limits of this Act shall at any Time cause or suffer to be conveyed or to flow into any Stream, Reservoir, Aqueduct, Pond, or Place for Water, within the Limits of this Act, or belonging to the Company, or into any Drain, Sewer, or Ditch communicating therewith, any Washing, Substance, or Thing which shall be produced in making or supplying Gas, or shall do any Act to the Water contained in any such Stream, Reservoir, Aqueduct, Pond, or Place for Water, whereby the Water therein shall be fouled or corrupted, then such Person shall forfeit for every such Offence the Sum of Two hundred Pounds.

Penalty to be sued for in Superior Courts.

CXXXVIII. And be it enacted, That the said Penalty of Two hundred Pounds shall be recovered, with full Costs of Suit, in any of the Superior Courts, by Action of Debt or on the Case, by the Person into whose Water such Washing, Substance, or Thing shall be conveyed or shall flow, or whose Water shall be fouled or corrupted thereby: Provided always, that the said Penalty shall not be recoverable unless the same be sued for within Twelve Months after the Offence in respect of which such Penalty shall have been incurred shall have ceased.

Daily Penalty during the Continuance of the Offence.

CXXXIX. And be it enacted, That in addition to the said Penalty of Two hundred Pounds (and whether such Penalty shall have been recovered or not) the Person making or supplying Gas as aforesaid shall forfeit the Sum of Twenty Pounds (to be recovered in the like Manner) for each Day such Washing, Substance, or Thing shall be conveyed or shall flow as aforesaid, or the Act by which such Water as aforesaid shall be fouled or corrupted, shall continue after the Expiration of Twenty-four Hours from the Time at which Notice of the Offence shall have been served on such Person by the Person into whose Water such Washing, Substance, or Thing shall be conveyed or shall flow, or whose Water shall be fouled or corrupted thereby; and such Penalty shall be paid to such last-mentioned Person.

Daily Penalty during Escape of Gas after Notice.

CXL. And be it enacted, That whenever any Gas shall escape from any Pipe which shall be laid down or set up by any Person making or supplying any Gas within the Limits of this Act, such Person shall, immediately after receiving Notice in Writing of any such Escape of Gas, prevent such Gas from escaping; and in case such Person shall not, within Twenty-four Hours next after Service of such Notice, effectually prevent the Gas from escaping, and wholly remove the Cause of Complaint, then he shall for every such Offence forfeit

forfeit the Sum of Five Pounds for each Day after the Expiration of Twenty-four Hours from the Service of such Notice during which the Gas shall be suffered to escape.

Position of Gas Pipes with reference to Water Pipes.

CXLI. And be it enacted, That every Pipe for the Conveyance of Gas within the Limits of this Act shall be laid at the greatest practicable Distance, and, if the Width of the Carriage Way will admit thereof, at the Distance of Four Feet at least from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water within the Limits of this Act, except where it shall be necessary to lay the Gas Pipe across any Water Pipe, in which Case such Gas Pipe shall be laid above the Water Pipe at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, and shall be at least Nine Feet in Length, and be so laid down that no Joint of any Gas Pipe shall be nearer to any Part of the Water Pipe than Four Feet.

Manner of laying the Gas Pipes.

CXLII. And be it enacted, That in laying down any such Gas Pipe no Two of such Gas Pipes shall be joined together previous to their being laid in the Trench, but each Pipe shall be laid as near as may be in its Place in the Trench, and the Jointing with the other Pipes to be added thereto shall be made after the Pipes shall be so laid in the Trench, with proper Materials; and every such Pipe, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, shall be made and kept Air-tight, so that in every respect the Gas shall be prevented from escaping therefrom.

Penalty for laying Gas Pipes contrary to the Act.

CXLIII. And be it enacted, That if any Gas Pipe shall be laid down, formed, or jointed contrary to any of the Provisions herein contained, or if the Gas shall escape from any such Pipe, the Person to whom such Gas Pipe shall belong shall forfeit for every such Offence the Sum of Five Pounds.

Penalty on Gas Makers if Water contaminated.

CXLIV. And be it enacted, That whenever the Water supplied by the Company, or any other Water within the Limits of this Act, shall be contaminated by the Gas of any Person making or supplying Gas within the Limits of this Act, such Person shall forfeit for every such Offence a Sum not exceeding Twenty Pounds to the Person whose Water shall be so contaminated or affected.

Daily Penalty during the Continuance of the Contamination after Notice.

CXLV. And be it enacted, That if the Person so making or supplying Gas shall not, within Twenty-four Hours next after Notice in Writing of any Water being contaminated or affected, served on him by the Person whose Water shall be so contaminated or affected, prevent the Gas from contaminating or affecting such Water, such Person shall, over and above the before-mentioned Penalty of Twenty Pounds, forfeit for every such Offence, to the Person whose Water shall be contaminated or affected, a Sum not exceeding Ten Pounds for each Day during which the said Water shall remain contaminated or affected after the Expiration of Twenty-four Hours from the Service of such Notice.

CXLVI. And

Power to examine Gas Pipes to ascertain Cause of Contamination.

CXLVI. And whereas it may become a Question, upon any such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of any Person making or supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the Person to whom the Water supposed to be contaminated or affected by Gas may belong to dig and examine the Pipes, Conduits, and Apparatus of the Person making or supplying Gas, for the Purpose of ascertaining whether the said Water has been contaminated or affected by the Gas of such Person.

The Expences to abide the Result of the Examination.

CXLVII. And be it enacted, That if upon such Examination it shall appear that such Water has been contaminated or affected by any Gas belonging to such Person, the Expences of the digging, Examination, and Repair of the Street or Place which shall be disturbed in any such Examination shall be paid by the Person making or supplying Gas; but if upon such Examination it shall appear that the Water has not been contaminated or affected by the Gas of such Person, then the Person causing such Examination to be made shall pay all the Expences of Examination and Repair, and also make good to the said Person any Injury which may be occasioned to the Works of the said Person by such Examination.

The Amount of the Expences to be ascertained and recovered as other Damages.

CXLVIII. And be it enacted, That the Amount of the Expences of every such Examination and Repair, and of any Injury done to the Person making or supplying Gas, shall, in case of any Dispute about the same, together with the Costs of ascertaining and recovering the same, be ascertained and recovered in the same Manner as any Damages for the ascertaining and Recovery of which no special Provision is made by this Act are hereby directed to be ascertained and recovered.

Person supplying Gas to be liable to Indictment for Nuisance.

CXLIX. Provided always, and be it enacted, That nothing in this Act contained shall prevent any Person making or supplying Gas within the Limits of this Act from an Indictment for any Nuisance, or any other legal Proceeding, to which he may be liable in consequence of the making or supplying such Gas.

Recovery of Penalties, Forfeitures, and Fines not otherwise provided for.

CL. And be it enacted, That in all Cases where any Damages or Charges are by this Act directed or authorized to be paid, and the Method of ascertaining the Amount thereof is not provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained, determined, and recovered in the Manner provided by the said recited Act for the Penalties, Forfeitures, and Fines thereby imposed, the Manner of levying and recovering of which is not thereby otherwise particularly directed.

Limitation of Actions.

CLI. And be it enacted, That so much of the said recited Act of the Second Year of the Reign of His late Majesty King *William* the Fourth as relates to the Limitation of Actions or Suits to be brought in pursuance of or under the Authority thereof, or to the Costs or Expences in or relative to such Actions or Suits, shall be and the same is hereby repealed.

CLII. And

Interpretation of Act.

CLII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Word "Person" shall extend to Corporation, whether Aggregate or Sole:

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster*:

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath:

The Word "Secretary" shall include the Word "Clerk":

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Word "Justice" shall mean Justice of the Peace for the County or Place where the Matter requiring the Cognizance of any Justice shall arise, and who shall not be interested in the Matter:

The Expression "the Company" shall mean the Company incorporated by the herein-before recited Act of the Second Year of His late Majesty King *William* the Fourth:

The Expressions "the Directors" and "the Secretary" shall mean the Directors and the Secretary respectively of such Company.

Public Act.

CLIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Form of Conveyance.

I of in consideration of the Sum of paid to me [*or, as the Case may be,* into the Bank of England in the Name and with the Privity of the Accountant General of the Court of Chancery, ex parte "The Company of Proprietors of the Preston Waterworks," (*or* to *A. B.* of and *C. D.* of Two Trustees appointed to receive the same,)] pursuant to an Act passed, *&c.*, intituled, *&c.*, by the [*here name the Company*] incorporated by the said Act, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised or possessed of, or am by the said Act empowered to convey, to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal, the Day of in the Year of our Lord .

SCHEDULE (B.)

Form of Conveyance on Chief Rent.

I of in consideration of the Rentcharge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by "The Company of Proprietors of the Preston Waterworks," established and incorporated by virtue of an Act passed, *&c.*, intituled, *&c.*, do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all my Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold the said Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act; they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, one clear yearly Rent of by equal quarterly [*or* half-yearly, *as agreed upon,*] Portions henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I have hereunto set my Hand and Seal this Day of in the Year of our Lord .

SCHE-

SCHEDULE (C.)

Owner.	Occupier.	Description of Land.	Township.
Charles Buck -	Edward Bibby -	Buildings -	Alston-with-Hothersall.
Same - -	Same - -	Garden - -	Same.
James Spencer -	James Spencer -	House and Garden	Dilworth.
Robert Strickland -	James Nuttall -	Garden - -	Same.
Same - -	Robert Strickland -	Garden - -	Same.
Thomas Dixon -	Thomas Dixon -	Garden - -	Same.
Robert Todd -	Thomas Walne -	Cottage and Garden	Thornley-with-Wheatley.
The Earl of Derby -	Joseph Walmsey -	House, Fold, and Garden.	Same.
Robert Wilkinson -	J. Moss - -	Cottage and Garden	Same.
Same - -	Edmund Rigby -	Cottage and Garden	Same.
Preston and Longridge Railway Company.	Ralph Ellis -	Cottage and Garden	Same.

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