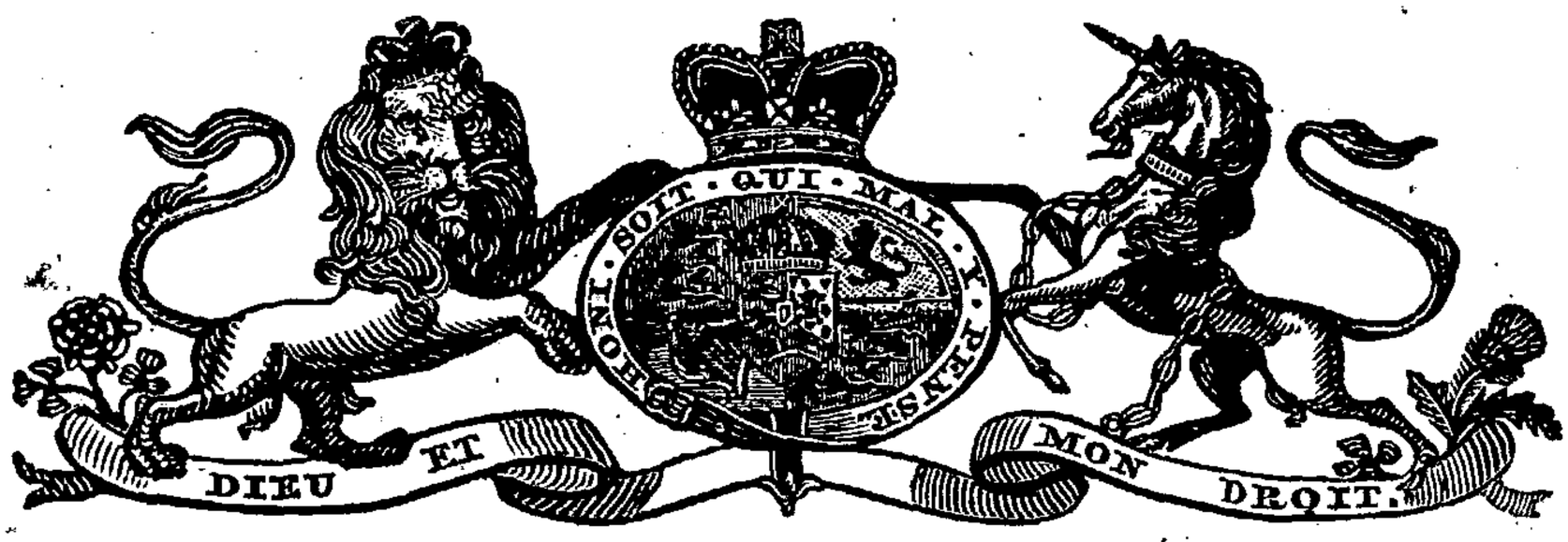


ANNO SEPTIMO & OCTAVO

GEORGII IV. REGIS.

Cap. lxxxiii.

An Act for supplying with Water the Town and Suburbs of *Shrewsbury* in the County of *Salop*.

[14th *June* 1827.]

WHEREAS a sufficient and constant Supply of pure and wholesome Water, for domestic, manufacturing, and other Purposes, would be of great Advantage to the Inhabitants of the Town and Suburbs of *Shrewsbury* in the County of *Salop*: And whereas such Supply of Water may be obtained from the River *Severn* at or near to a Place called *Cotton Hill* in the Parish of *Saint Mary*, One of the Suburbs of the said Town: And whereas it is expedient that Power should be granted for the making, erecting, and maintaining of Reservoirs, Aqueducts, Cuts, Channels, and other Apparatus and Works within the several Parishes, Townships, Hamlets, or Places of *Saint Chad*, *Saint Mary*, *Saint Alkmond*, *Saint Julian*, *The Holy Cross* and *Saint Giles*, *Frankwell*, *Cotton*, *Castle Foregate*, *Coleham*, and the *Abbey Foregate*, being the said Town and Suburbs, for supplying with Water the same Town and Suburbs: And whereas the several Persons herein-after named are willing and desirous at their own Costs and Charges to effect the Purposes aforesaid; but the same cannot be carried into Effect without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and

Company of Proprietors incorporated.

Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *William Alltree*, *John Baker*, *Edward Birch*, *Joseph Birch*, *William Brayne*, *Samuel Butler*, *Eddowes Bowman*, *Catherina Bowman*, *Walter Burley*, *George Augustus Case*, *Jane Colley*, *William Cooper*, *Andrew William Corbet*, *Anne Drury*, *Thomas Du Gard*, *John Eaton*, *John Eaton* the younger, *William Eddowes*, *David Evans*, *Griffith Francis Dorset Evans*, *Henry Wentworth Feilding*, *William Griffiths*, *William Harley*, *Samuel Harley*, *Samuel Hayward*, *Thomas Higgins*, *William Wyberg How*, *Philip Hughes*, *John Jeudwine*, *Robert Jones*, *Edward Lawrence*, *John Lawrence*, *Robert Legh*, *Thomas Lloyd*, *Joseph Loxdale*, *Joseph Loxdale* the younger, *James Loxdale*, *John Loxdale*, *Henry Lyster*, *Thomas Newling*, *Scarlett Lloyd Parry*, *Thomas Pemberton*, *William Cottom Peplow*, *Jonathan Perry*, *Esther Phillips*, *Margret Price*, *Richard Pritchard*, *William Pritchard*, *Ann Pryce*, *Joseph Sutton*, *John Tarbuck*, *Josiah Teece*, *Edward Blakeway Tipton*, *Samuel Ward*, *James Watkins*, *Ferdinand Wheeler*, *John Whitehurst*, *John Williams*, *John Bickerton Williams*, and all and every other Person and Persons, Body and Bodies Politic and Corporate, who shall hereafter become Subscribers to or entitled to a Share in the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and are hereby united into a Company for making, completing, and maintaining the Works and Conveniences hereby authorized to be made and executed, according to the Provisions herein-after contained, and for that Purpose shall be One Body Politic and Corporate by the Name and Style of "The *Shrewsbury* Waterworks Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and shall have Power and Authority to purchase and hold Lands and Hereditaments to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and also to sell any of the said Lands, Tenements, or Hereditaments purchased for the Purposes aforesaid.

First and other General Assemblies.

II. And be it further enacted, That the First General Assembly of the said Company for carrying this Act into Execution shall be held in the Guildhall in *Shrewsbury* on the Third *Monday* next after the passing of this Act, or as soon after as conveniently may be, between the Hours of Twelve and Two, of which Assembly Ten Days previous Notice, signed by Two or more Proprietors of the said Company, shall be inserted in some Newspaper published within the said Town of *Shrewsbury*; and an Annual General Assembly of the said Company shall be held on the Twenty-fifth Day of *March* (or on such Day as shall be appointed at any General Assembly of the said Company) in every Year, between the Hours of Twelve and Two, at such Place or Places as the said Company may direct, and Notice of the Second and of every future General Assembly shall be given at least Ten Days before the Time to be appointed for holding the same respectively, or in such other Manner as the said Company at their respective General Assemblies shall direct, and all such Assemblies may be adjourned from Time to Time, and from Place to Place, as may be found expedient; and when no Place shall be appointed

appointed for holding any General Assembly, the same shall be held at the Place where the last General Assembly was holden; provided, that in case the said Twenty-fifth Day of *March* shall happen to be on a *Sunday*, such Assembly shall be deemed to stand adjourned to and shall be held on the following Day, without any Notice being given thereof; and if at such First or other General Assembly, or Adjournment thereof, there shall not be Persons present in Person or by Proxy who shall be possessed of or entitled unto at the least One hundred and fifty Shares in the said Undertaking, and by virtue thereof entitled to One hundred and fifty Votes in the Aggregate, within Two Hours from the Time appointed for such Assembly, no Business shall be transacted at that Time, but such General Assembly shall be adjourned to such Time and Place as any Two or more of the Proprietors then present, or the Directors of the said Company to be appointed as herein-after mentioned, or the Clerk to the said Company, shall appoint, not exceeding One Month, and so from Time to Time until at such Assembly there shall be a sufficient Number of Proprietors present as aforesaid, when the Meeting shall proceed to Business; and of every such adjourned Meeting Twenty-one Days Notice shall be given in some Newspaper published within the said Town of *Shrewsbury*, signed by such Two or more Proprietors, or by the said Directors, or by the Clerk to the said Company; and in case of Failure of the assembling of a sufficient Number of Proprietors having such Shares in Person or by Proxy at any such General Assembly, every Proprietor of Three Shares and upwards, residing within the Distance of Two Miles from the Place of such Meeting, who shall not attend the adjourned or subsequent General Assembly in Person or by Proxy, shall for each and every Time of Absence after the First Assembly from which such Proprietor shall have absented himself or herself, forfeit and pay to the said Company, for every Share which he or she shall possess in the said Undertaking, the Sum of Five Shillings, (unless such Proprietor shall have a sufficient Excuse for his or her Nonattendance, to be judged of by the Chairman of such Meeting,) which Penalty and Forfeiture shall and may be levied and recovered by the Ways and Means herein-after appointed for the Recovery of any Penalty or Forfeiture imposed by this Act, or shall and may be deducted out of his or her next succeeding Payment of Interest or Dividends and Profits of the said Undertaking (as the Case may happen.)

General Assemblies to appoint a Chairman, who shall have a casting Vote;

no Proprietor in Arrear to be allowed to vote.

III. And be it further enacted, That at every Assembly of the said Company a Chairman shall be appointed by the Proprietors present, and all Questions shall be decided by a Majority of Votes of the Members and Proxies present, and not declining to vote, and each Member shall be allowed to give a Vote for each Share he holds or is possessed of in the said Undertaking, and no Person shall give or deliver in Proxies for more than Twenty Shares; and no Proprietor who shall be in Arrear for any Calls shall at any Meeting be allowed to vote or give his Voice on any Question respecting the Concerns of the said Company, either personally or by Proxy, until he shall have paid all such Arrears as may be due from him in respect of such Calls, although the Time limited for Payment thereof may not have expired; and such Chairman shall not only be entitled to

to vote as a Proprietor or Proxy, but in case of an Equality of Votes shall and may have the casting or deciding Vote; and the Orders and Proceedings of every such Assembly shall be entered in a Book or Books to be kept for that Purpose, which shall be signed by the Chairman, and such Orders and Proceedings as aforesaid shall be allowed to be read in Evidence in all Courts and Places whatsoever.

General Assemblies to appoint Clerk and Treasurer, with Salaries.

IV. And be it further enacted, That the said Company shall at their First General Assembly, or at some Adjournment thereof, elect and choose a Clerk and Treasurer for transacting the Business of the said Company; and it shall be lawful for the said Company, at any subsequent General or Special Assembly to be holden as by this Act directed, from Time to Time to remove and displace such Clerk and Treasurer, or either of them, or any Person who shall be hereafter elected and appointed to their respective Offices, and also from Time to Time to elect and choose in manner aforesaid any other Person to act as a Clerk or Treasurer of the said Company in the Room of such of the said Officers as shall happen to die or to resign or to be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emoluments to the said Officers, or either of them, as they shall from Time to Time fix and determine upon.

Offices of Clerk and Treasurer not to be held by the same Person.

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

Security to be taken from Officers

that the said Company shall and they are hereby required to take sufficient Security from every Person who shall hereafter be appointed Treasurer of the said Company, and from the Receiver, Collector,

or other Officer having the Custody or Controul of any Money arising by virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon.

General Assemblies to choose Directors, who, on refusing to serve, shall forfeit 10*l.*

VI. And be it further enacted, That the said Company at their First General Assembly to be held as herein-before is mentioned, or at some Assembly or Assemblies to be held by Adjournment from such General Assembly, shall choose and elect Seven Persons, who shall be Proprietors, and respectively possessed in their own Right of Three Shares at the least in the said Undertaking, to be Directors for conducting the Business of the said Undertaking; and of the Seven Directors so chosen and elected, Four shall be competent to act, and the several Persons so to be nominated and elected shall continue in Office and be respectively Directors until the General Assembly of the said Company which shall be held on the Twenty-fifth Day of *March* in the Year of our Lord One thousand eight hundred and twenty-eight, and until others shall be nominated and elected in their Stead, in pursuance of this Act; and at the said General Assembly to be held on the Twenty-fifth Day of *March* which shall be in the Year of our Lord One thousand eight hundred and twenty-eight, Two of the said Directors, to be chosen by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and Two other of the said Proprietors shall be elected by the said Company to be Directors in their Place and Stead; and at the General Assembly to be held on the Twenty-fifth Day of *March* which will be in the Year of our Lord One thousand eight hundred and twenty-nine, Two other of the Five remaining Directors who shall have served in the Two Years preceding, to be determined by Ballot among themselves, shall go out of Office and cease to be Directors of the said Company, and their Place to be supplied in like Manner; and at the General Assembly to be held on the Twenty-fifth Day of *March* which will in the Year of our Lord One thousand eight hundred and thirty, the Three of the said Directors who shall have served in the Three preceding Years shall go out of Office and cease to be Directors of the said Company, and their Place be supplied in like Manner; and at the General Assembly to be held on the Twenty-fifth Day of *March* in every succeeding Year Two of the Directors, and Three of the Directors who shall have been longest in Office, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and if the Persons who shall be so chosen and elected to act as Directors by virtue of this Act, or any or either of them, shall, after Ten Days Notice of such their or his Election to him or them given in Writing under the Hand of the Clerk of the said Company, or left at his or their House or Places of Abode, wilfully and designedly and without reasonable Cause of Absence shewn to and approved of by the Directors of the said Company, or the major Part of them present at their then next Meeting after the Expiration of such Ten Days, refuse or neglect to accept and take upon them or him such Office, or in case of accepting the same shall refuse or neglect to serve and act therein from Time to Time for and during the Term for which he or they shall be elected to serve as before mentioned, as the Duty of his Office shall require, each and every Person and Persons so

offending shall for each and every such Offence forfeit and pay to the Use of the said Company the Sum of Ten Pounds, and another or others of the said Proprietors shall be elected by the said Company, or by their said Directors, in his or their Place and Stead, in manner herein-after directed for electing Directors of the said Company in the Room of such as shall die or shall resign, or neglect or refuse to act as a Director of the said Company; and on Payment of such Forfeiture, such Person or Persons shall be excused serving, and shall not be liable to serve as a Director or Directors for One Year, but may at the Expiration of that Time be again elected a Director of the said Company, and be liable to the like Forfeiture in case of not accepting the Office, and not serving and acting therein as aforesaid; provided that every Director who shall by Rotation or otherwise go out of Office on any annual Day of Election, may be eligible to be immediately re-elected by the said Company a Director of the said Company.

Directors going out of Office may be re-elected.

Appointment of Directors in the Room of those who shall die, &c.

VII. And be it further enacted, That when and so often as any Director to be nominated or elected by virtue of this Act shall die or shall resign, or neglect or refuse or become disqualified or incompetent to act as a Director, or cease to be a Director from any other Cause than that of going out of Office by Rotation, it shall be lawful for the remaining Directors, or (in case of their Neglect) for the said Company, to elect some other Proprietor of the said Company duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he shall be elected would have to continue had he lived or remained in Office: Provided always, that it shall not be lawful for the said Company of Proprietors, or for the said Directors, at any Time to choose and elect any Person to be a Director of the said Company who shall hold any Office, Place, or Employment of Profit, or be concerned or interested in any Contract, under the said Company, nor shall any such Person be capable of being or serving as a Director of the said Company; and in case any Director shall hold any Office, Place, or Employment, or shall be concerned or interested in any Contract, under the said Company, or in case any such Person shall allow himself to be elected as a Director, and shall take upon himself the Office of Director, such Person shall forfeit and pay the Sum of Fifty Pounds, together with all Costs of Suit, to any Person who shall sue for the same; to be recovered in any of His Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case, or by Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; and One Half of such Penalty, when recovered, shall be paid to the Person or Persons who shall sue for the same, and the other Half shall be paid to the said Company, to be applied for the Purposes of this Act; and every Person so convicted shall be absolutely disqualified from being or acting as a Director of the said Company.

Directors not to hold any Place, or be interested in any Contract; Penalty 50*l.*

Chairman of Directors to be appointed.

VIII. And be it further enacted, That the Directors present at the First Meeting of Directors which shall be holden next after the First General Assembly of the said Company, and so at the First

Meeting

Meeting of the Directors which shall be holden next after the General Assembly of the said Company on the Twenty-fifth Day of *March* in each and every Year, or at the First Meeting holden next after the Election of the Directors in the Place of Directors hereby required to go out of Office by Rotation as aforesaid, or the Majority of the Directors then present, shall choose out of the Directors of the said Company a Chairman of the said Directors: Provided always, that when and so often as the Chairman to be chosen by virtue of this Act shall die or resign, or become disqualified to act, it shall be lawful for the Directors in like Manner, at the Meeting to be held next after such Vacancy, to choose some other of the said Directors to be Chairman; and every such Chairman so to be chosen as last aforesaid to fill such Vacancy, shall continue in his Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provision of this Act to continue if such Death, Resignation, or Disqualification had not happened.

Powers of Directors.

IX. And be it further enacted, That the Directors for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power and Authority to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Assemblies of the said Company for any Purpose they may think proper, and to appoint the Times and Places of holding General Special Assemblies, and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors, shall be finally determined by the Majority of Votes then present; and such Directors shall have full Power and Authority to direct and manage the Affairs of the said Company, as well in contracting for and purchasing Lands, Tenements, or Hereditaments, and Engines and Materials for the Use of the said Undertaking, as in employing, ordering, and directing the Works and Workmen, and in nominating, appointing, electing, placing, or displacing all and every the Officers, Engineers, Agents, Servants, and Workmen of the said Company, (except the Treasurer and Clerk herein-before directed to be appointed by a General Assembly of the said Company,) with such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and upon the Death or Removal of any of the said Officers and Servants, from Time to Time, another or others to appoint in his or their Place or Places; and in making Contracts and Bargains touching the said Undertaking; and the said Directors may require such Security to be given to the said Company from any Officer or other Person for the faithful Execution of their respective Duties as they may think proper or reasonable; and no Director, although he may be a Proprietor of many Shares in the said Undertaking, shall have more than One Vote at any Meeting of the said Directors, except the Chairman of such Meeting, who, in case of an equal Division, shall also have a Second or casting Vote, although he may have given One Vote before; and every such Meeting of Directors shall keep a regular Minute and Entry of their Proceedings, and from Time to Time make a Report of their Proceedings to the said Stated General Assemblies, and, if required, to the Special General Assemblies of the said Company, and shall obey their Orders and Directions; and the said Directors shall keep or cause to be kept

Regulations as to their Proceedings.

kept full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all and every Person and Persons employed by or under them, and of all and every Sum and Sums of Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Monies collected by virtue of this Act, or other Officer, or from any other Person whomsoever employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or in or with any Part thereof; and shall regularly enter or cause to be entered in a Book or Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of every such Contract, Bargain, Receipt, and Disbursement, and of other their Orders and Proceedings, which Book or Books shall be deposited with and kept locked up under the Care and Direction of the said Directors: Provided, that neither the said Directors for the Time being, nor any of them, shall become personally liable or answerable for the Performance of any Agreement into which they or any or either of them shall or may have entered as one of such Directors on behalf of the said Company; but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into by the said Directors shall have full Power to resort to and proceed against the said Company, either at Law or in Equity, for the Performance of every such Contract or Agreement, or for Damages occasioned by any Breach or Nonperformance thereof; and the joint Stock and Property of the said Company shall from Time to Time be answerable and accountable for the due Performance of every Contract entered into by the said Directors, and for all Damages which shall be recovered by reason of any Breach or Nonperformance thereof.

Not to be personally liable for the Performance of Agreements.

Special General Assemblies may be convened by Directors or Proprietors, on giving Notice.

X. And be it further enacted, That it shall be lawful for the said Directors, or any Three of them, or for any Seven or more of the said Proprietors holding in the Aggregate Thirty-five Shares at the least, to call a Special General Assembly of the said Company (to be held at some Place within the Town of *Shrewsbury* or the Suburbs thereof) by public Advertisement in some Newspaper published within the Town of *Shrewsbury*, Seven Days at least before the Time to be appointed for holding such Assembly and no Business shall be transacted at such Special General Assembly other than the Business for which it shall have been called, and no other Business shall be transacted at any adjourned Special or General Assembly than the Business left unfinished at the Meeting from which such Adjournment took place; and in such Notice shall be specified the Reason and Intention of such Special General Assembly, and the Time and Place at which the same is intended to be holden, and the said Proprietors are hereby authorized to meet and act pursuant to such Notice; and every such Special General Assembly may be adjourned from Time to Time, as may be thought expedient.

Company at General or Special General Assemblies to make Bye Laws.

XI. And be it further enacted, That the said Company shall have Power and Authority at such General or Special General Assembly to make such Rules, Bye Laws, and Orders for the good Government of the said Company, and their Servants, Agents, and Workmen, and for the Superintendence and Management of the said Undertaking, and

and from Time to Time to alter, repeal, or amend the said Bye Laws, Rules, Orders, and Regulations, or any of them, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons who shall offend against the same, as to such General or Special General Assembly shall seem meet, not exceeding the Sum of Twenty Pounds for any Offence; and such Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and published, and painted on Boards, and affixed and continued on some conspicuous Part of the Works of the said Company, and shall be renewed from Time to Time as often as the same or any Part thereof shall be obliterated, defaced, or destroyed; and such Rules, Bye Laws, and Orders shall be binding upon and shall be observed by all Persons, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Rules, Bye Laws, and Orders be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to the Provisions and Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to appeal in manner herein-after mentioned.

Proprietors or Directors may appoint a Clerk or Treasurer in case of Vacancies; if by Directors, to continue only until General Assembly.

XII. And be it further enacted, That in case any Clerk or Treasurer of the said Company shall die, or be removed from or quit the Service of the said Company, it shall be lawful for the said Company at their Stated or Special General Assembly, or for the Directors of the said Company, to appoint any other fit and proper Person to execute such Office or Offices in the Place of the Person or Persons who shall so die, or be removed from or quit the Service of the said Company; and in case any such new Appointment shall be made by the said Directors, the same shall only continue until the next General Assembly of the said Company, when the Appointment of such Person or Persons to such respective Office or Offices shall either be confirmed, or such other fit Person or Persons appointed to succeed to such Office or Offices as the said Company at such Annual General Assembly shall think proper.

Orders and Proceedings of Directors to be entered in a Book.

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

The whole Expence to be subscribed for before the Act be put in force.

XIV. And whereas the probable Expence of carrying the Purposes of this Act into Execution will, according to an Estimate thereof made, amount to the Sum of Seventeen thousand two hundred and seventy-nine Pounds, and the Sum of Sixteen thousand three hundred and fifty Pounds (being more than Four Fifth Parts thereof,) hath been already subscribed by several Persons, under a Contract binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums so subscribed by them respectively; be it there-

therefore enacted, That the Whole of the said Sum of Seventeen thousand two hundred and seventy-nine Pounds shall be subscribed in like Manner before any of the Powers granted by this Act shall be put in force.

The Company's Joint Stock to be 20,000*l.* and divided into Shares of 50*l.*

XV. And be it further enacted, That the Capital or Joint Stock of the said Company, to be applied and used in establishing and carrying on the Purposes aforesaid, shall be the said Sum of Twenty thousand Pounds, and the same shall be divided into Shares of Fifty Pounds each; and the Shares in the said Undertaking, and in the net Profits and Advantages thereof, shall be deemed and considered as Personal Estate, and not of the Nature of Freehold Property, and shall be transmissible as such accordingly.

Shares vested in Subscribers.

XVI. And be it further enacted, That all such Shares shall be and they are hereby vested in the several Persons so raising and contributing towards the same, and their several and respective Executors, Administrators, Successors, and Assigns, to their and every of their proper Use and Benefit, proportionably to the Sum they shall severally raise and contribute; and all Bodies Politic, Corporate, and Collegiate, and all Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for any Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and receive, at such Time and Times as the said Company shall at a General or Special Assembly, to be convened for that Purpose as Assemblies on other Occasions are directed to be convened, direct and appoint, the entire and net Distribution of an equal proportional Part, according to the Money so by them respectively paid, of the net Profits and Advantages which shall and may arise and accrue by the Monies to be raised, recovered, or received by the said Company by the Authority of this Act; and every Body Politic, Corporate, or Collegiate, Person and Persons, having such Property in the said Undertaking as aforesaid, shall bear and pay a proportional Sum towards carrying on the same in manner by this Act directed and appointed; and such Sum of Money shall be laid out and applied, in the first place, in discharging the Expences of procuring and passing this Act, and of the Surveys, Plans, Estimates, and other incidental Expences relating thereto, and for and towards the purchasing Lands and Grounds, and the making, completing, and maintaining the Works and Conveniences by this Act authorized, and for otherwise carrying the several Purposes of this Act into Execution.

The Names of Proprietors and the Numbers of their Shares to be entered in a Book, and Certificates given.

XVII. And be it further enacted, That the said Company shall and they are hereby required to cause the Names and proper Additions and Designations of the several Persons who shall be entitled to Shares in the said Undertaking, with the Number of Shares which they are then respectively entitled to hold, and the Amount of Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk to the said Company, and after such Entry made, to cause their Common Seal to be affixed thereto, and shall also

cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to any such Subscriber on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking, every such Proprietor paying to the said Clerk One Shilling for every such Certificate or Ticket; and such Certificate or Ticket and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such Subscriber, his or her Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

'The *Shrewsbury* Waterworks Company.

'Number

'THESE are to certify, that *A. B.* of is a Proprietor of 'the Share, Number of the *Shrewsbury* Waterworks, 'subject to the Rules, Regulations, and Orders of the said Company, 'and that the said *A. B.* his [*or* her] Executors, Administrators, [*or* 'Successors] and Assigns, is and are entitled to the Profits and 'Advantages of such Share. Given under the Common Seal of the 'said Company the Day of in the Year of 'our Lord .'

If Certificates are damaged or lost, others may be given.

And if at any Time thereafter any such Certificate or Ticket as aforesaid shall be worn out, defaced, or damaged, then upon the same being brought and shewn at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and other similar Certificates or Tickets given under the Common Seal of the said Company to the Person or Persons in whom the Property of such Certificates or Tickets, and the Shares therein mentioned, shall be at that Time vested; or in case such Certificate or Ticket shall be lost or totally destroyed, then, upon due Proof thereof, like or similar Certificates shall be given to the Person or Persons who was or were the Owner or Owners of or entitled to such Certificates or Tickets so lost or destroyed, and a due Entry of the Transfer of such Certificates or Tickets (if any such have been made,) shall be entered by the Clerk of the said Company in manner herein directed, the said Clerk receiving for every such Certificate or Ticket which shall be so given or damaged the Sum of One Shilling and no more.

For enforcing Payment of Subscriptions.

XVIII. And be it further enacted, That the respective Persons who have subscribed or who shall hereafter subscribe for or towards the Purposes of the said Undertaking, or who shall be Owners or Proprietors of any Share or Shares in the said Undertaking, shall and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company, or by the Directors of the said Company, by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner as shall be ordered and appointed by the said Company or by the said Directors; and in case any Person or Persons shall neglect or refuse to pay the same at the Time and Place and in the

the Manner appointed for that Purpose, the said Company are hereby empowered to sue for and recover the same in any Court of Law or Equity, or in any Court of Record, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit; and in Cases when Two or more Persons shall be jointly possessed of any One Share in the said Undertaking, then from all, any, or either of such Persons.

Proprietors may vote by Proxy at Assemblies of Company.

XIX. And be it further enacted, That every Body Politic, Corporate, or Collegiate, and every Person who shall have subscribed for or shall become entitled to a Share in the said Undertaking, his, her, or their respective Successors, Executors, Administrators, and Assigns, shall be entitled to a Vote at the General and other Assemblies of the said Company in respect of every such Share held by them respectively at the Time of voting; and it shall be lawful for every such Body Politic, Corporate, or Collegiate, by Writing under their Common Seal, and also for every other Person entitled to vote as aforesaid, by Writing under his or her Hand, (and in case of the Infancy, Idiotcy, or Lunacy of such Person, then for his or her Guardian or Guardians, Committee or Committees, by Writing under the Hand or Hands of such Guardian or Guardians, Committee or Committees,) to constitute and appoint any other Proprietor or Proprietors entitled to vote in respect of his, her, or their own Share or Shares in the said Undertaking, his, her, or their Proxy or Proxies, to vote at any such Assemblies of the said Company, and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and that the Appointment of every Proxy to vote under or by virtue of this Act, may be in the Form or to the Effect following; (that is to say),

Form of Proxy.

'I *A. B.* of One of the Proprietors [*or* Guardian *or* Committee of *C. D.* [a Proprietor] of the *Shrewsbury* Waterworks Company, do hereby nominate, constitute, and appoint *E. F.* of a Proprietor of the said Waterworks, to be my Proxy [*or* the Proxy of the said *C. D.*] in my [*or* his *or* her] Name and Absence to vote or give my [*or* his *or* her] Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking at any such General or Special General Assembly of the said Company, until I [*or* the said *C. D.*] shall revoke this Appointment, by Notice in Writing to the Clerk to the said Company. In witness whereof I have hereunto set my Hand [*or* Seal] this Day of '

And every such Appointment of Proxy shall be produced to the Clerk of the said Company, and be by him entered in a Book to be kept for that Purpose, before a Vote shall be given in respect of such Appointment, which said Book shall be sufficient Authority for any Proxy to give his Vote or Votes, without the Production of his Appointment at the Time of voting, until the same shall be revoked: Provided always, that in case any Proprietor entitled to vote at such Assembly shall be a Lunatic or a Minor, such Lunatic shall or may vote at such Assembly by his or her Committee or any of such Committee, and such Minor shall and may vote by his or her Guardian or any of such Guardians, provided that such Committee or Guardian may also

As to the Votes of Lunatics, Minors, &c.

vote in Right of his own Shares, as well as in the Character of Committee of such Lunatic, or of Guardian of any Minor, on the same Occasion; and whenever Two or more Persons shall be jointly possessed of any Share or Shares in the said Undertaking, the Person who is first named in the List of Proprietors, being present, shall at any Assembly of the said Company be solely entitled to vote in respect of such Share or Shares.

Directors may make Calls and Sales of Shares.

XX. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Call or Calls for Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as they from Time to Time shall find necessary for those Purposes, so that no such Call shall exceed the Sum of Five Pounds upon each Share, and so that no further or additional Call shall be made until all the Arrears of preceding Calls shall have been collected, or some Proceeding taken either to recover the said Arrears or to declare the Shares of the Person in Arrear forfeited, except the Consent of the said Company be first obtained at a Special General Assembly of the said Proprietors, when an Order may be made that the said Directors may make such Call to the Amount that shall be agreed on at such Special General Assembly of the said Company; and such Calls shall not be paid but at the Distance of Two Calendar Months at the least from each other, unless otherwise ordered at such Special General Assembly of the said Company; and Thirty Days Notice at the least shall be given of all such Calls as aforesaid, by Advertisement in some Newspaper published within the Town of *Shrewsbury* and in the *London Gazette*, or in such other Manner as the said Company shall at any General or Special General Assembly direct and appoint; and every Owner of any Share in the said Undertaking shall pay his or her rateable Proportion of the Money to be called for as aforesaid, to such Person or Persons, and at such Time and Place, as the said Directors shall from Time to Time order and appoint; and if any Person shall neglect or refuse to pay his or her rateable or proportionable Part of the said Money so called for as aforesaid at the Time and Place to be appointed by the said Directors, it shall be lawful for the said Company, or for the said Directors, to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Wager, or Protection of Law, or more than One Imparlance, shall be allowed, or the said Company or the said Directors may, and they are hereby authorized to declare the Shares belonging to any Person refusing or neglecting to pay any such Call as aforesaid to be forfeited in manner herein directed: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share until Twenty-one Days Notice in Writing, under the Hand of the Treasurer or Clerk to the said Company, shall have been given or sent by the Post to or left at the usual Place or Places of Abode of the Owner or Owners of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed at the next Annual General Assembly of the said Company which shall be held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given; and after such Forfeiture shall have been confirmed, the

said Assembly shall have Power to direct the said Directors to dispose of the Shares so forfeited; and in case the Money produced by the Sale of any such Share as shall be forfeited by reason of the Nonpayment of any Call as herein authorized, shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon, and the Expence attending the Sale or Sales, the Surplus of such Money shall be paid to the Person or Persons to whom such Share or Shares shall have belonged, on Demand: Provided also, that the said Company, or the said Directors, shall not by virtue of this Act sell or transfer, or direct to be sold and transferred, any more of such Shares of such Defaulter or Defaulters in Payment of Calls than shall be sufficient, as near as may be at the Time of such Call, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of all and every such Call or Calls, and the Interest and Expences as aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid; and in any Action to be brought by the said Company or by the said Directors against any Owner of any Share in the said Undertaking, to recover any Sum of Money due and payable to the said Company or to the said Directors for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company or the said Directors to declare and allege, that the Defendant or Defendants, being Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company, or to the said Directors, in such Sum or Sums of Money as the Call or Calls in Arrear shall amount to, for such or so many Call or Calls, of such or so many Sum or Sums of Money, upon such or so many Share or Shares belonging to the said Defendant or Defendants (as the Case may happen to be), whereby an Action hath accrued to the said Company or to the said Directors by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant or Defendants at the Time of making such Call or Calls was or were a Proprietor or Proprietors of some Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Call or Calls, or any other Matter whatsoever, and the said Company or the said Directors shall thereupon be entitled to recover what shall appear due, unless it shall appear that any such Call exceeded the Sum of Five Pounds for every Share of Fifty Pounds, or was made within the Distance of Two Calendar Months from the last preceding Call, or without Notice given as aforesaid, or was not made (if exceeding the Sum of Five Pounds for every Share of Fifty Pounds,) in pursuance of an Order made at some Special General Assembly of the said Company.

Manner of ascertaining the Holders of

XXI. And whereas in Cases when the original Holder or Proprietor or Holders or Proprietors of any Share in the said Undertaking

taking shall die, become Insolvent or Bankrupt, or go out of the Kingdom, or shall transfer his, her, or their Right and Interest to some other Person or Persons, and no Register shall have been made of the Transfer thereof by the said Clerk as directed by this Act, it may not be in the Power of the said Company, or of any Officer acting for the said Company, to ascertain who is or are the Owner or Proprietor, Owners or Proprietors, of such Share, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice of Calls to be made in respect of such Share, or to maintain any Action, Suit, or other Proceeding against him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same, or for the Purpose of safely paying to such Parties the Interest or Dividends to which he, she, or they may be entitled by virtue thereof; be it therefore enacted, That in all the Cases aforesaid when the Right and Property of any Share in the said Undertaking shall pass from the original Subscriber or Subscribers, or any Proprietor thereof, to any other Person by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein specified, an Affidavit shall be made and sworn to by Two credible Persons before some one or more of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be transmitted to the Clerk of the said Company, to the Intent that he may peruse the same, and enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book or List of Subscribers to and Proprietors of the said Undertaking, to be kept in the Office of the said Company; and in all or any of the said Cases, after Thirty Days Notice in Writing shall have been given by the said Treasurer or Clerk to the Person or Persons stated or claiming in such Affidavit to be the Owner or Owners of such Share or Shares, or left at his, her, or their last or usual Place or Places of Abode, to pay his, her, or their Proportion of the Money to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid such his, her, or their Proportion as aforesaid, it shall be lawful for the said Company, at any General or Special General Assembly after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in manner herein directed as to Shares forfeited to the said Company; and in case there shall be no such Affidavit made and filed as aforesaid, then and in that Case the Notice herein-before directed to be given shall be served upon or left at the last Place or Places of Abode of the Executors or Administrators of such Subscriber so dying, or of the Assignees or Trustees of such Subscriber so becoming Bankrupt or Insolvent, or in the Event of the Share or Shares being disposed of as aforesaid, of the last Person appearing in the Book of the said Company to have been possessed of the same; and in case the last or usual Place or Places of Abode of such Person or Persons cannot be ascertained upon due Inquiry, such Notice shall be inserted Three Times in the *London Gazette*; and in case any Subscriber shall go out of

Shares in certain Cases.

of the Kingdom, such Notice shall be inserted in the *London Gazette* as aforesaid; and in all such Cases and after such Notices, on Default being made, the said Shares shall be forfeited in manner aforesaid, except only, in case of the Subscriber or Subscribers being abroad, the Share or Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been left at his or her last or usual Place of Abode in *England*, or inserted in the *London Gazette* as aforesaid.

Shares may be sold.

XXII. And be it further enacted, That it shall be lawful for the several Proprietors of any Share in the said Undertaking, and his, her, or their respective Executors or Administrators, to sell and dispose of any Share to which he, she, or they may be entitled therein, subject to the Rules and Conditions herein mentioned and provided; and the Conveyance of Shares may be in the Form or to the Effect following, varying the Names and Descriptions of the contracting Parties as the Case may require:

Form of Conveyance.

'I *A. B.* of in consideration of the Sum of paid to me by *C. D.* of do hereby bargain, sell, assign, and transfer to the said *C. D.* Share [*or* Shares, *as the Case may be*], numbered of and in the Undertaking called "The *Shrewsbury* Waterworks," to hold unto the said *C. D.* his [*or* her] Executors, Administrators, and Assigns, subject to the same Conditions as I held the same immediately before the Execution hereof; and I the said *C. D.* do hereby agree to take and accept the said Share [*or* Shares] subject to the same Conditions. As witness our Hands and Seals, the Day of in the Year of our Lord .'

And on every such Sale the said Deed of Conveyance, being executed by the Seller or Sellers and the Purchaser or Purchasers of such Share or Shares, shall be kept by the said Purchaser or Purchasers for his, her, or their Security, after the Clerk to the said Company shall have entered in a proper Book or Books to be kept for that Purpose a Memorial of such Transfer and Sale for the Use of the said Company, and shall have testified or indorsed the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid to the said Clerk, and the said Clerk is hereby required to make such Entry or Memorial accordingly; and after such Memorial shall have been made and entered as herein-before directed, the Seller or Sellers of such Share or Shares shall thenceforth be released from all Liability in respect thereof, any thing in this Act contained to the contrary thereof notwithstanding; and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for such Share or Shares paid to him, her, or them, nor any Vote in respect thereof as a Proprietor or Proprietors in the said Undertaking; nor shall it be lawful for any Person to sell or transfer any Share which he or she shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or she at the Time of such Sale or Transfer

No Share shall be sold after a Call has been made, until the Money on such Call shall be paid.

Transfer shall have paid or discharged to the Treasurer of the said Company, or to such Person or Persons as the said Directors shall appoint to receive the same, the whole or entire Sum of Money which shall have been called for in respect of such Share so sold or transferred.

Accounts and Divisions of Profits to be made out annually, and Dividends to be declared at the next General Assembly.

XXIII. And, in order to ascertain the Amount of the clear Profits of the said Undertaking, be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true, exact, and particular Account to be kept, and annually made up and balanced on the Thirty-first Day of *December* in each Year, of the Money collected and received by the said Company, or by the Directors or Treasurer of the said Company, or otherwise, for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the erecting, making, supporting, maintaining, and carrying on the said Works, and of all other the Receipts and Expenditure of the said Company or the said Directors; and at the yearly Assembly of the Proprietors of the said Undertaking to be from Time to Time holden as aforesaid, or at some Adjournment thereof, a Dividend shall be made out of the clear Profits of the said Undertaking, unless such Assembly shall declare otherwise, and such Dividend shall be at and after the Rate of so much *per* Share upon the several Shares held by the Members thereof in the Joint Stock of the said Company as such Meeting or Meetings shall think fit to appoint and determine: Provided always, that such Dividend shall in no Case exceed the Sum of Three Pounds *per Annum* on each Share.

Not to exceed 3*l.* per Ann. on each Share.

Power to erect Works, Steam Engines, &c.

XXIV. And be it further enacted, That the said Company shall be and are hereby authorized and empowered, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, to make, complete, and maintain Waterworks, Water Wheels, Steam Engines, Fire Engines, and other Engines, and other Buildings, Erections, Works, and Conveniences, on a certain Piece or Parcel of waste or spare Land or Ground adjoining or near to the River *Severn* at a certain Place called *Cotton Hill*, and a Reservoir or Reservoirs in a Piece or Parcel of inclosed Land or Ground situate at *Cotton Hill* aforesaid, for supplying with Water the Town and Suburbs of *Shrewsbury* from the said River *Severn*; and the said Company are hereby also fully empowered to supply the said intended Waterworks, Reservoirs, and other Works, during the Time the same shall be making, and at all Times for ever after the same shall be made, with Water from the said River *Severn*, and also from all such Brooks, Springs, Streams, Watercourses, and other Sources or Repositories of Water as shall be found in the Execution of the Works hereby authorized; and also to deepen, widen, enlarge, divert, or vary the Courses of such Brooks, Streams, or Watercourses as may be situate within the Lines of the said intended Reservoir, or as may prevent or otherwise interfere with the Execution of the Works hereby authorized; and also to make, place, and erect such and so many Feeders, Tunnels, Aqueducts, Shafts, Sluices, Weirs, Engines, Steam Engines, Fire Engines, and other Machines for supplying the said Waterworks with Water, and for any other Purposes, for making, maintaining, and using such Water-

Waterworks, as they the said Company shall from Time to Time think proper and expedient; provided that the Furnaces of the several Steam Engines so to be erected by the said Company shall be constructed upon the Principle of consuming their own Smoke: And for better effectuating the Purposes aforesaid, the said Company are hereby also empowered to enter into and upon the Land and Ground of or belonging to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, subject to the Directions and Provisions of this Act, and to survey and take Levels of the same, and to ascertain and set out for the Purposes of this Act such Parts thereof as they shall think expedient, and also to dig and break up the Soil of any private Lands and Hereditaments which they are hereby empowered to take (subject to the Provisions and Directions of this Act), and also to dig and break up the Soil and Pavements of any of the Roads, Highways, Footways, Streets, Lanes, Passages, and public Places within the said Town and Suburbs, in the several Parishes, Townships, Hamlets, and Places of *Saint Chad*, *Saint Mary*, *Saint Alkmond*, *Saint Julian*, and *The Holy Cross* and *Saint Giles*, *Frankwell*, *Cotton*, *Castle Foregate*, *Coleham*, and the *Abbey Foregate*, being the Town and Suburbs of *Shrewsbury* aforesaid, in the said County of *Salop*, and to sink and lay Mains, Pipes, Trunks, and other Conveniences for the Purposes aforesaid, and to put Stopcocks or Plugs or Branches from such Mains, Pipes, Trunks, and other Conveniences, in such Places and in such Manner as shall be necessary for the Purposes aforesaid, and from Time to Time to alter the Position of, and to repair, relay, and maintain such Mains, Pipes, Trunks, Stopcocks, and Plugs, and to do all such Acts, Matters, and Things as they the said Company shall from Time to Time and at any Time think necessary and convenient for making, completing, amending, repairing, improving, and maintaining and using the Works authorized by this Act to be made, done, and provided, according to the true Intent and Meaning hereof; and the said Company are hereby also empowered to make, erect, and provide such Engine Houses and other Works, and all such Cisterns, Basins, Main Pipes, Hand Pipes, Plugs, Valves, Branches, Cocks, Chamber Cocks, Cocks in common, Main Feeders, and Pumps, as they may think requisite for the Purposes of the said Undertaking, and to do all such other Acts as shall be necessary or expedient for supplying the Inhabitants of the said Town and Suburbs of *Shrewsbury* with Water, and in otherwise carrying this Act into complete Execution; and also from Time to Time to divert, alter, repair, widen, enlarge, amend, and discontinue the same, they the said Company, their Successors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the Powers hereby granted to them, and making full Satisfaction in manner herein-after mentioned to the Owners of and Persons interested in any Lands or Premises which may be taken, removed, diverted, prejudiced, or injured, for any Damage which shall be sustained by such Owners of or other Persons interested in the Lands or Premises which shall be taken or used by the said Company, or which shall be prejudiced or injured by being overflown or otherwise in surveying, setting out, making, altering, repairing, or using the said Waterworks and other Works, or in or by the Execution of any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company, their Servants, Agents, and Workmen,

men, and all other Persons acting under their Authority, for what they shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as are herein-after mentioned and contained.

Map, Plan, and Book of Reference to remain with the Clerk of the Peace, and be open to inspection.

XXV. And whereas a Map or Plan, describing the Places whereon the said Reservoirs are intended to be made or erected, and a Book of Reference thereto, have been deposited with the Clerk of the Peace for the County of *Salop*; be it therefore enacted, That such Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace for the Time being or his Deputy, and all Persons interested therein shall at all seasonable Times have liberty to inspect and peruse the same, and to take Copies thereof, or Extracts therefrom, or of any Part thereof, paying to such Clerks or their Deputies the Sum of One Shilling for every such Inspection, and for Copies thereof or Extracts therefrom after the Rate of Sixpence for every Hundred Words; and the said Map or Plan and Book of Reference, or true Copies thereof, or of so much thereof as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law, or elsewhere.

Misnomers not to impede Execution of the Act.

XXVI. And be it further enacted, That if it shall be made appear to any of His Majesty's Justices of the Peace acting in and for the Town and Liberties of *Shrewsbury*, and be by them certified accordingly by Writing under their Hands, that the Lands, Tenements, or Hereditaments mentioned and described in the said Map or Plan or Book of Reference, or any Part of the same respectively, or any of the Persons in whose Possession or Occupation the same or any Part thereof are or is stated or described to be, or that any other Person or Party interested therein, or in any Part thereof, is or shall have been by Mistake or otherwise misnamed, or incorrectly or insufficiently described, such Mistake, Misnomer, incorrect Description, Omission, or Defect shall not prevent, hinder, or retard the Execution of this Act, or otherwise prevent or impede the Purchase of any and of every Part of the said Lands, Tenements, or Hereditaments under the Provisions of this Act, but the same shall and may be valued, sold, purchased, conveyed, disposed of, and applied in the same Manner and under the same and the like Powers as are given by this Act in other Cases, as fully and effectually, to all Intents and Purposes, as if the same were inserted and properly and accurately named and described in the said Map or Plan or Book of Reference: Provided always, that the said Company shall not, in carrying into Execution any of the Purposes of this Act, deviate more than One hundred Yards from the Situation or Course described or delineated in such Map or Plan or Book of Reference, or take or make use of any Houses or other Buildings for the Purposes of this Act.

Company not to deviate more than 100 Yards from Plan.

Limiting the Time for purchasing Premises and completing the Works.

XXVII. And be it further enacted, That if the said Company shall not, within the Space of Three Years (to be computed from the passing of this Act), agree for, or cause to be valued and paid for, as in this Act is mentioned, the Lands, Tenements, and Hereditaments which they are by this Act empowered to purchase, (or so much thereof

thereof as shall be deemed necessary or proper,) then and from thenceforth the Powers to them hereby granted for such Purpose only shall cease and determine, and be utterly null and void: Provided also, that in case the Works by this Act authorized to be executed shall not have been completed, so as that the said Town, within the Walls thereof at the least, shall be well and sufficiently supplied with Water to answer the Purposes generally for which they are designed, within Five Years from the passing of this Act, all the Powers and Authorities herein contained relative thereto shall cease and determine, save only as to such and so much of the said Works as shall have then been certified to have been completed within the said Term by the Justices of the Peace for the said Town and Liberties of *Shrewsbury*, assembled at any General Quarter Sessions of the Peace to be holden in and for the said Town and Liberties at any Time before the Expiration of the said Term of Five Years, or within Four Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, to be produced before such Justices for that Purpose.

Deficiencies in the Land Tax to be made good by the Company.

XXVIII. And whereas by reason of taking down Houses and Buildings, and making Alterations in pursuance of this Act, there may be Deficiencies in the Assessments for Land Tax in the several and respective Parishes, Townships, or Places herein described; be it therefore enacted, That for preventing the same the said Company shall, from and after the said Company shall become seised and possessed of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, (unless the said Company shall think fit to redeem the same under the Powers of the Act for the Redemption of the Land Tax,) be subject and liable from Time to Time to pay and make good to or in aid of the said Parishes, Townships, or Places, out of the Monies to arise by virtue of this Act, all such Sum and Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said Parishes, Townships, or Places by reason or means of taking down or using, for the Purposes of this Act, any Houses, Buildings, or Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver, to be appointed under this Act, shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector or Collectors of the said Assessments.

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

XXIX. And be it further enacted, That after any Lands, Grounds, or Hereditaments shall have been set out and ascertained for making the said Waterworks and other Works hereby authorized, or any Part thereof, or any of them, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, Feoffees in Trust for charitable or other Purposes, Committees, Executors and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of the Person or Persons entitled in Reversion, Remainder, or Expectancy

ancy after them, if incapacitated, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in the same, and for all and every other Person and Persons whomsoever who is, are, or shall be seised, possessed of, or interested in any Lands, Grounds, or Hereditaments, which shall be so set out and ascertained for the Purposes aforesaid, to contract for and sell and convey the same and every Part thereof to the said Company; provided that all Bodies Politic, Corporate, or Collegiate, Trustees, or other Persons hereby enabled to sell and convey Lands, Tenements, and Hereditaments, and the Owner and Owners, and Occupier and Occupiers of any Lands, Tenements, or Hereditaments through, under, in, or upon which the said Works hereby authorized are intended to be made, or any of them, may accept and receive Satisfaction for the Value of such Lands, Tenements, and Hereditaments, and also Compensation for the Damages to be sustained in making or completing the said Works, and for and on account of the Detriment, Injury, Damage, Loss, Inconvenience, or Prejudice which may be sustained by such Bodies Politic, Corporate, or Collegiate, Trustees, or other Persons, in such gross Sums as shall be agreed upon between the said Owners or Occupiers respectively, or any of them, and the said Company; and in case the said Company and the several Parties interested in any such Lands, Tenements, and Hereditaments cannot or do not agree as to the Amount or Value of such Satisfaction and Compensation, the same shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

Owners empowered to receive and accept Satisfaction to be made for Lands taken for the Works.

XXX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, Tenements, or Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages, as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive such Money or Compensation respectively, within One Calendar Month after the same shall have been so agreed for, determined, or assessed; or if the Person or Persons so entitled or interested as aforesaid cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to, or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act; then upon Payment of the said Sum or Sums of Money into the Bank of *England* as herein-after directed and required, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, and Hereditaments respectively, and then and thereupon such Lands, Tenements, and Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall from thenceforth be vested in and become

Upon Payment or Tender of Purchase Money, &c. Company to enter Premises.

the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Investiture shall not only bar all the Right, Title, Interest, Claim, and Demand of the Person or Persons as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder or otherwise of his, her, or their Issue, and of every other Person interested therein: Provided nevertheless, that before such Payment, Tender, or Investiture as aforesaid, it shall not be lawful for the said Company, or any Person acting under their Authority, to bore under, dig, or cut into such Lands, Tenements, or Hereditaments for the Purpose of making the said Waterworks, Reservoirs, Watercourses, or other Works, or any of them, without the Consent of the respective Owners and Occupiers thereof in Writing under their respective Hands.

XXXI. And be it further enacted, That all such Contracts, Agreements, Sales, Conveyances, and Assurances as aforesaid shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; that is to say,

Form of Conveyance.

'I *A. B.* of in consideration of the Sum of to be paid by the Company of Proprietors established and incorporated by an Act passed in the Seventh and Eighth Years of the Reign of His Majesty King *George* the Fourth, intituled [*here set forth the Title of this Act*], do hereby grant and release to the said Company of Proprietors all [*describing the Premises to be conveyed*], and all my Right, Title, Estate, and Interest to and in the same and every Part thereof, to hold to the said Company of Proprietors and their Successors for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

And such Conveyance shall be kept by the Clerk of the said Company, who shall from Time to Time, on Demand, deliver attested Copies thereof to any Person demanding the same, within Ten Days after the same shall have been demanded, and shall have and receive the Sum of Sixpence for every One hundred Words of each such attested Copy, and so in proportion for any less Number of Words; and all such Conveyances and Assurances as aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes, and shall operate and be as a Merger of all outstanding Terms of Years, and be a complete and effectual Bar to all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever.

In case the Parties refuse or are incapable to treat, the Value and Damages to

XXXII. And be it further enacted, That if any Body Politic, Corporate, or Collegiate, or any Feme Covert, or any Tenant for Life, or Tenant in Tail, General or Special, or for Years determinable on any Life or Lives, Owner or Owners, Occupier or Occupiers, or other Person or Persons whomsoever, interested in any Lands, Messuages,

or Tenements which the said Company are enabled by this Act to contract and agree for and to purchase, shall refuse to contract and agree for and sell the same as aforesaid, or by reason of Absence or otherwise shall be prevented from contracting or agreeing, or shall decline or refuse to sell, convey, and dispose of the Hereditaments and Premises whereof, wherein, or whereunto they respectively shall be seised, possessed of, interested in, or entitled to as aforesaid, or their respective Rights, Titles, Claims, or Interests into or upon the same or any Part thereof, unto the said Company, or to such Person or Persons as they shall nominate for the Purpose, and according to the Tenor, true Intent, and Meaning of this Act, or shall not or cannot produce or make out a clear Title to the said Hereditaments and Premises they are in the Possession of, or to the Interest they claim therein, to the Satisfaction of the said Company or their legal Adviser, or if any Dispute or Difference shall arise touching such Purchase or Purchases, then and in every such Case the said Company or the said Directors are hereby empowered and authorized, before any General Quarter Sessions of the Peace to be holden for the said Town and Liberties of *Shrewsbury*, to give or cause to be given to the principal Officer or Officers of such Bodies Politic, Corporate, or Collegiate, or to such Owner or Owners, or to leave or cause to be left at the House of the Tenant in Possession Ten Days Notice in Writing, denoting and particularly describing the Building or Buildings, House or Houses, Lands, Tenements, or other Hereditaments intended to be purchased, and purporting that the Value thereof shall be adjusted and settled by a Jury at the said General Quarter Sessions of the Peace for the said Town and Liberties, or at any Adjournment thereof, upon Proof to them made of such Notice having been given or left as aforesaid, they are hereby authorized and required to charge the Grand Jury at such Sessions assembled, or the Jury to try Prisoners at such Sessions, well and truly upon their Oaths to assess the Value of the said Buildings, Houses, Lands, Tenements, or other Hereditaments comprised in the Notices so given, and the Damages and Recompence to be awarded or given for the same to the respective Owner or Owners thereof, according to their respective Interests therein, and to which said Juries the said Company and all Persons interested in the said Buildings, Houses, Lands, Tenements, or other Hereditaments shall have their lawful Challenges, but shall not challenge the Array; and the Jury being so sworn and charged as aforesaid, and after proper Evidence on Oath to them given concerning the Nature, Quality, or Value of the Houses, Buildings, Lands, Tenements, or other Hereditaments so to be sold or conveyed as aforesaid, shall by their Verdict assess the Value and the Damages and Recompence to be given for the same to the respective Owner or Owners, Occupier or Occupiers thereof, according to their respective Interests therein; and such Verdict of the said Jury, and the Judgment of the said Justices upon the same, shall be final, binding, and conclusive on the said Company, and to all and every Person and Persons interested in the said Buildings, Houses, Lands, Tenements, and other Hereditaments; and such Verdict, and the Judgment of the Justices thereupon, shall be fairly entered and kept among the Records of the Sessions for the said Town and Liberties, and the same, or true Copies thereof, shall be taken

be settled and apportioned by a Jury at the Sessions.

taken to be good and effectual Evidence and Proof in any Court of Law or Equity whatsoever; and all Persons may have recourse to the same *gratis*, and have Copies thereof, paying Four-pence for every Seventy Words, and so in proportion for any greater or less Number of Words.

Value of Land and Damages to be ascertained separately.

XXXIII. And be it further enacted, That the said Juries shall award all Determinations and Verdicts which they shall respectively make and give concerning the Value of Lands and other Hereditaments separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Land and other Hereditaments, and the Money adjudged for such Damages as aforesaid, separately and apart from each other.

Interest of Tenants to be settled.

XXXIV. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid, shall be allowed to any Tenant or other Person or Persons having a particular Estate, Term, or Interest in the Premises, for such his, her, or their Interest or respective Interests therein; provided that the said Company shall not be obliged, nor shall any Jury at such Quarter Sessions as aforesaid be allowed, to receive or take notice of any Complaint to be made by any Person for any Injury or Damage by him or her sustained or supposed to be sustained, or having been discovered to have been sustained, by virtue or in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person to the said Company Ten Days at least before such Complaint shall be made to the said Company, and within the Space of Six Calendar Months after the Time of such supposed Injury or Damage having been sustained, or the doing or committing thereof shall have ceased.

Expences of Inquest and Witnesses by whom to be paid.

XXXV. And be it further enacted, That in all Cases where any Verdict shall have been given for any greater Sum or Recompence than shall have been previously offered by or on the Behalf of the said Company for any such Lands, Tenements, or other Hereditaments, or Damages, as aforesaid, all the Expences of taking such Inquest, and of the Witnesses attending thereon, and recording or entering the Verdict and Judgment thereupon, after having been ascertained and settled by Two or more Justices of the Peace for the said Town and Liberties of *Shrewsbury*, not interested in the Matter in question (who are hereby authorized and required to examine and settle the same), shall be paid by the said Company out of the Monies to arise by virtue of this Act, and may be recovered from the Treasurer or Treasurers of the said Company by Distress and Sale of the Goods and Chattels of such Treasurer or Treasurers, by Warrant under the Hand and Seal of any Justice of the Peace for the said Town and Liberties of *Shrewsbury*, and which the said Treasurer and Treasurers is and are hereby authorized and empowered to pay with or without an Order in Writing from the said Company or the said Directors;

Directors; but if a Verdict shall be given for no greater or for a less Sum than shall have been so previously offered by or on the Behalf of the said Company, then and in every such Case One Moiety of the Expences shall be paid by the Owners or Persons interested in the Hereditaments and Premises in question, and the other Moiety shall be defrayed by the said Company; which said last-mentioned Expences, having been ascertained and settled by some Two Justices of the Peace as aforesaid, (who are hereby authorized and required to examine and settle the same) shall and may be deducted out of the Money to be paid by the said Company to the said Owners or Persons respectively interested; and the Payment or Tender of the Remainder of such Monies, or disposing of the same in manner by this Act directed, shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment, Tender, or Disposal of the whole Sum or Sums so assessed and adjudged: Provided always, that whenever by reason of Absence, or from any other Cause not herein-before provided for, any Person or Persons shall have been prevented from treating with the said Company, the whole of such Expences shall be borne and paid by the said Company.

Empowering the Company to purchase, and the Proprietors to convey their Interests in the present Waterworks.

XXXVI. And be it further enacted, That it shall be lawful for the said Company at any Time or Times after the passing of this Act, and they are hereby fully authorized and empowered, to purchase, take, and hold, for the Purposes of this Act, of and from the Owners or Proprietors of the present Waterworks in the said Town and Suburbs of *Shrewsbury*, all and every or any of the Lands, Houses, Sheds, Reservoirs, Waterworks, Mains, Pipes, Apparatus, Wheels, Machinery, and other Works of every Kind and Description, and all the Right, Title, Interest, Use, Benefit, Privilege, Advantage, Claim, and Demand of or belonging to such Owners or Proprietors, at or for such Price or Consideration as shall be mutually fixed and agreed upon by and between the said Company and such Owners or Proprietors of the said present Waterworks as aforesaid; and upon Payment being made by the said Company, and accepted by the said Owners or Proprietors as aforesaid, of such Price or Consideration for the Purchase of the said Works and Premises, the Owners and Proprietors thereof respectively, whether Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves and their Heirs, but also for and on behalf of the Person or Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in the same, and for all and every other Person and Persons whomsoever, who is, are, or shall be seised, possessed of, or interested in the same Waterworks, Hereditaments, and Premises which shall be so contracted to be sold as aforesaid, and they are hereby jointly and severally empowered and required to convey and assure the same Waterworks, Hereditaments, and Premises, and every Part thereof, and

and all their Right, Title, and Interest therein, to the said Company and their Successors, who shall thenceforth and for ever thereafter hold and enjoy the same for the Purposes and according to the true Intent and Meaning of this Act; and all such Conveyances and Assurances aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes, and shall operate and be as a Merger of all outstanding Terms of Years, and be a complete and effectual Bar to all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever.

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

XXXVII. And be it further enacted, That if any Money shall be paid or agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of the Powers of this Act, which shall belong to any Body Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporation Aggregate or Sole, Tenant for Life or in Tail, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trusts, or to any Person whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the *Shrewsbury* Waterworks Company, pursuant to the Method prescribed by an Act passed in the First Year of the
1 G. 4. c. 35. Reign of His present Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court, made upon a Petition to be preferred to the said Court in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Redemption or Purchase of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Interests, and Purposes, as the said Court shall authorize to be purchased or paid, of such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out by Order of the said Court in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Order can be made,

the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until the said Bank Annuities or Government or Real Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends or Interest and annual Produce of the said Consolidated or Reduced Bank Annuities, or Government or Real Securities, shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, and Hereditaments so to be purchased, conveyed, and settled.

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

XXXVIII. Provided always, and be it further enacted, That in case any Money so agreed or awarded to be paid as last herein-before mentioned to any Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, or other Person or Persons acting as such, with the Approbation of the said Company, to be signified under their Common Seal, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so to be purchased and settled, (such Nomination and Approbation to be approved of by the said Company, and to be signified in Writing under the Hands or Common Seal of the nominating and approving Parties); and the Money so paid to such Trustees, and the Dividends and Produce arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England*, and without obtaining or being required to obtain any Order of the said Court touching the Application thereof.

When not exceeding 20*l.*

XXXIX. Provided also, and be it further enacted, That where such Money so agreed or awarded to be paid as herein-before mentioned shall not exceed Twenty Pounds, then and in all such Cases the same shall be paid to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, and Hereditaments so purchased, taken, and used for the Purposes of this Act, for his, her, or their own Use and Benefit; or in case of Infancy, Idiotcy, or Lunacy, or other Incapacity, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees, Trustee or Trustees, to and for the Use and Benefit of the Person or Persons respectively entitled thereto.

XL. And

In case of not making out Titles, &c.

XL. And be it further enacted, That in case the Person or Persons to whom any Sum of Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company; or in case the Person or Persons to whom such Sum or Sums of Money shall be so awarded as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered; then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them,) subject to the Order, Controul, and Disposition of the said Court of Exchequer; which said Court, on the Application of any Person making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying therein for what and for whose Use the same is or are received, to such Person or Persons as shall pay any Sum of Money into the Bank as aforesaid; provided, that where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments to be purchased, taken, or used under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Bank of *England*, or to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court of Exchequer to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the Company out of the Monies to be by them received by virtue of this Act, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

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

In case of Questionasto the Title to Money to be paid for Lands, &c.

XLI. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, Title, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act for the Purposes thereof, or to any Bank Annuities or Govern-

Government or Real Securities to be purchased with any such Monies, or to the Dividends or Interest of any such Bank Annuities or Government or Real Securities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities or Government or Real Securities to be purchased with such Monies, and also the Capital of such Bank Annuities or Government or Real Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Company may resell Lands which may not be wanted.

XLII. And whereas by reason of the Purchases which the said Company are by this Act empowered to make, the said Company may happen to be seised of more Lands, Grounds, or Hereditaments than may be necessary for effecting the Purposes of this Act; be it therefore enacted, That it shall be lawful for the said Company to sell and dispose of any Part of such Land or Ground, either together or in Parcels, by public Auction or private Contract, as they shall find most convenient and advantageous, to such Person or Persons as shall be willing to contract for and purchase the same, and such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom to the contrary thereof notwithstanding; and upon Payment of the Money which shall arise from the Sale or Sales of such Lands, Tenements, or Hereditaments, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person for the Purchase Money for such Lands, Tenements, or Hereditaments, or any Parts or Parcels thereof as shall be sold, or for so much thereof as in such Receipts respectively shall be expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money or any Part thereof.

The Treasurer upon Payment of Money for the Purchase of them to give Receipts.

The Word "Grant," to amount to certain Covenants.

XLIII. And be it further enacted, That in all Conveyances to be made by the said Company under or by virtue or in pursuance of the said Power and Authority to them hereby given, the Word "Grant" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted, of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances; that

that the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, shall quietly enjoy the same against the said Company, their Successors and Assigns, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company; and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances; and such Purchasers or Grantees, and his, her, and their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action to be brought, assign a Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

Clerk of the Company may grant Releases to Witnesses.

XLIV. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act, or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, and also in all Prosecutions commenced and instituted by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, Prosecutions, or Proceedings, it shall be lawful for the Clerk for the Time being of the said Company, with the Approbation of the said Directors or of the said Company, in his own Name, for and on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Releases as may be or be deemed necessary for the Purpose of exonerating, releasing, and discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from all or any Claims or Demands which may be necessary to be released by the said Company, to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings aforesaid, and also to do, with the Approbation aforesaid, any other Act, Matter, or Thing, in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings, which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceedings; and every such Release, Act, Matter, and Thing respectively shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Company not to break up Pavements without giving Notice to the Surveyor of the District.

XLV. And be it further enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up, or cause to be broken or taken up, any Pavement, Ground, or Soil in any Street, Highway, Lane, or public Place, for the Purpose of making or laying down or repairing any Main or Mains of Pipes, or any Pipe or Pipes, or of altering the Position of or repairing any Pipes or other Works, or for any other Purpose, unless Notice in Writing of their Intention to break or take up such Pavement, Ground, or Soil, signed by the Clerk or Inspector or

Surveyor to the said Company, specifying the Street, Highway, Lane, or public Place, and the particular Part thereof, in which such Pavement, Ground, or Soil is intended to be broken or taken up, shall have been given to a Surveyor of the Pavement or Roads for the Time being (duly appointed and notified in pursuance of any Act of Parliament now or hereafter in force for that Purpose) of the parochial or other District or Place wherein such Street, Highway, Lane, or public Place, the Pavement, Ground, or Soil whereof is so intended to be broken or taken up, shall be situate, or shall have been left for him at his Dwelling House or Office within such parochial or other District or Place, for the Space of Three Days at the least before such Pavement, Ground, or Soil, or any Part thereof, shall be so broken or taken up, except in Cases of sudden Emergency, in which such Notice as aforesaid shall be given to such Surveyor of Pavements or Roads as soon as possible after such Pavement, Ground, or Soil, or any Part thereof, shall be broken or taken up; and if the said Company, or any Person acting by or under their Authority, shall break or take up, or cause to be broken or taken up, any of such Pavement, Ground, or Soil, without such Notice having been given or left as aforesaid (except as aforesaid), then and in every such Case the said Company shall forfeit and pay to the said Commissioners or Trustees, or other Persons having the Controul of the Pavements or Roads within the parochial or other District or Place in which such Pavement or Ground so broken or taken up or disturbed shall be situate, or to their Treasurer, Clerk, or Surveyor, or to such other Person as they may appoint, or to the Owner or Proprietor of such Soil, the Sum of Twenty Shillings for every Yard of Pavement, Ground, or Soil which shall be so broken or taken up without such Notice as aforesaid; to be recovered by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same.

Pavements, &c. to be reinstated by Company.

XLVI. And be it further enacted, That whenever it shall be found necessary for the said Company to open the Ground or Soil in or under any Part of the said Roads, for the Purpose of amending or laying their Water Pipes or Plugs, or for any other Purpose, the same shall be done and the Ground and Soil rammed in and the Road made good within the Space of Seven Days; and in case the said Company shall neglect or refuse, by the Space of Seven Days next after such Pipes shall have been laid down or repaired as aforesaid, to commence filling in and repairing the Ground and Soil and making good the Road in manner aforesaid, the Surveyor or Surveyors to such Commissioners or Trustees respectively, or other Owner of the Soil, is and are hereby empowered to cause the same to be done, and the Expence thereof shall be paid by the said Company to the said Commissioners or Trustees, or their Treasurer for the Time being, or other Owner of the Soil as aforesaid;

Openings to be fenced and lighted.

and so long as the Ground or Soil shall remain so opened as aforesaid, the said Company shall secure the same by a Fence or Railing, and maintain and keep up sufficient Light thereupon from Sunset to Sunrise, to prevent any Damage or Inconvenience happening to Passengers, Cattle, or Carriages, upon pain of forfeiting any Sum not exceeding Five Pounds nor less than Five Shillings for every Hour that the Ground or Soil shall remain open or not secured in

manner

manner aforesaid; and whenever it shall happen that by the bursting, breaking, or running of any such Pipes or Plugs, the Water shall overflow any Part of the said Road, so as to occasion any Damage or Inconvenience to Passengers, Cattle, or Carriages, or Injury to the Road, then in case the said Company shall, after Twenty-four Hours Notice thereof, neglect to do what shall be necessary to remedy the Danger and Inconvenience arising therefrom, it shall be lawful for the Surveyor or Surveyors of the said Roads, or the Owner of the Soil respectively, to do what he or they shall judge requisite and necessary to drain off the Water and to prevent any Danger or Inconvenience therefrom in future, the Expence whereof shall be reimbursed to such Surveyor or Surveyors or Owner as aforesaid by the said Company; all which respective Forfeitures and Sums shall and may from Time to Time be recovered of and from the said Company in such Manner as other Penalties and Forfeitures are by this Act directed to be recovered against the said Company, and when so recovered shall from Time to Time be paid to the said Trustees respectively, or other Treasurer or Treasurers for the Time being, and other Owners of the Soil, and shall be applied for and towards amending the said Roads or Soil so damaged as aforesaid.

Company to provide Fire Plugs, and deliver Keys at Engine and Watch-houses.

XLVII. And be it further enacted, That the said Company shall and they are hereby required, upon the laying down of any Main Pipe or other Pipes for the supplying the Inhabitants of the said Town and Suburbs with Water, to fix and place, at the Time of laying down such Main Pipe, proper and sufficient Fire Plugs in such Places as to the said Company or the said Directors shall seem necessary, and shall deliver a Key of such Fire Plugs to the Person having the Care of the Engine House in or near to the said Fire Plugs, and another Key or Keys to be hung up in the Watch-house of the said Town and Suburbs; and it shall be lawful for the Proprietors of the *Salop* Fire Office, and for the Trustees appointed by an Act for paving, lighting, and watching the Streets of the Town of *Shrewsbury*, to take and use, by the Appointment of the said Company or their said Directors, Water from Plugs to be provided at the Expence of the said Proprietors of the said *Salop* Fire Office, and of the said Trustees of the said Street Act, for the Purposes of using and practising their Fire Engines, and for watering the Streets of the said Town, free of Expence.

Proprietors of the Salop Fire Office, and Trustees of the Shrewsbury Street Act, to have Water free of Expence for watering the Streets, &c.

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

XLVIII. And be it further enacted, That such of the Inhabitants within the Limits of this Act as shall be desirous of having Water from the said Waterworks laid into their Houses, Buildings, or other Premises, may and are hereby authorized and empowered, at their own Expence (having given Fourteen Days previous Notice in Writing of his or her Intention so to do to the said Company, and with the Consent of the Owners of the Premises through which the Pipes shall be so conveyed), to open the Ground between the Company's Main Pipes and the respective Houses, Buildings, or other Premises of such Inhabitants, and to lay any leaden or other Pipe or Pipes, the Bore thereof to be ascertained and fixed (so that the same be not less than Three Fourths of an Inch in Diameter) by the said

said Company, from such respective Houses, Buildings, or other Premises, to communicate with the said Main Pipes, such respective Inhabitants paying to the said Company such Sums of Money as shall be agreed upon between the said Company and such Persons; and in case of Default of Payment of such Sums of Money so to be paid, it shall be lawful for the said Company to cause the Pipe or Pipes belonging to the Person or Persons making such Default, and communicating with the Main Pipes belonging to the said Company, to be separated from the said Main Pipes, and to cause the Water to be stopped from issuing or running into the said Houses, Buildings, and other Premises of every Person making such Default, and the Sum or Sums of Money which shall be due and in arrear from such Person or Persons to the said Company, shall and may be recovered by the said Company by Distress and Sale of the Goods and Chattels of the Person so liable to pay the same: Provided always, that all and every Person and Persons who shall have laid any Pipes as aforesaid, shall be at liberty to remove and take away any such Pipe and Pipes, and the Cock or Cocks to such Pipe or Pipes belonging.

Rates at which Water is to be supplied.

XLIX. Provided also, and be it further enacted, That the said Company shall be obliged in the Manner before directed to furnish a sufficient Supply of Water to every Inhabitant occupying a private Dwelling House or Part of a Dwelling House in any Street, Highway, Lane, or public Place of the said several Parishes, Townships, Hamlets, and Places, where the Pipes of the same Company may be laid, for the Use of his or her own Family, at the following Rates *per Annum*; that is to say, where the annual Rack Rent or Value of the House or Building, Yard or Office, to be supplied with Water, shall not exceed Ten Pounds, at and after the Rate of Twenty Shillings *per* Year; and where the annual Rack Rent or Value shall be above Ten Pounds and shall not exceed Twenty Pounds, at and after the Rate of Two Pounds *per* Year; and where the annual Rack Rent or Value shall be above Twenty Pounds and shall not exceed Thirty Pounds, at and after the Rate of Two Pounds Sixteen Shillings *per* Year; and where the annual Rack Rent or Value shall be above Thirty Pounds and shall not exceed Forty Pounds, at and after the Rate of Three Pounds Fifteen Shillings *per* Year; and where the annual Rack Rent or Value shall be above Forty Pounds and not exceed Sixty Pounds, at and after the Rate of Five Pounds *per* Year; and where the annual Rack Rent or Value shall be above Sixty Pounds and shall not exceed Eighty Pounds, at and after the Rate of Five Pounds Twelve Shillings *per* Year; and where the annual Rack Rent or Value shall be above Eighty Pounds and shall not exceed One hundred Pounds, at and after the Rate of Six Pounds Five Shillings *per* Year; and where the annual Rack Rent or Value shall be above One hundred Pounds, at and after the Rate of Seven Pounds *per* Year; and every such Rate shall be payable according to the actual Amount of the Rent where the same can be ascertained; and where the same cannot be ascertained, according to such Rent as such Inhabitant shall be assessed for the House Tax: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any

One Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than Twelve Shillings in any One Year, unless they shall think fit so to do; and provided further, that in case of Schools, Manufacturers, Dyers, Distillers, Sugar Refiners, Colour Manufacturers, Printers, Bleachers, Brewers, Innkeepers, Maltsters, Alehousekeepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or her own Family's Consumption, or Persons requiring a Supply of Water for Baths, Ponds, Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, or for Service above the Height of Six Feet above the Level of the Pavement of the Street within which the Premises so supplied may be situate, such Supply shall be furnished by the same Company in such Cases at such Rate as shall be settled by and between the Directors of the said Company and such Persons respectively.

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

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

Penalty for not supplying Water to Inhabitants.

LI. And be it further enacted, That in case the said Company of Proprietors shall wilfully neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Square, Street, Close, or Lane where the Pipes of the said Company hereafter shall be laid, with Water for the Use of his or her own Family, at the Rate aforesaid, for the Space of Seven Days after Demand in Writing shall have been made by such Inhabitant to the said Company for such Supply of Water, and Tender made of the Amount of the Rate for One Year for such Supply, the said Company of Proprietors shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered (in case the said Company of Proprietors, at the Time of such Demand and Tender being made, can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise), to be levied and recovered by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said Town and Liberties of *Shrewsbury*, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, and also the further Sum of Twenty Shillings for every Day the said Company of Proprietors shall continue to neglect or refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Persons supplied with Water not to supply other Persons not renting Water of the Company, except in Cases of Fire.

LII. And be it further enacted, That if any Person supplied with Water by virtue of this Act shall, without the previous Consent of the said Company, supply any other Person with any such Water, or if any Person shall wilfully let off or cause to run to waste any Water from such Reservoir or Aqueduct, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Five Pounds, and it shall be lawful for the said Company, if they shall think fit, to take or cut off the Water so supplied by the said Company from the House, Building, or other Premises of the Person or Persons so offending, any thing herein contained to the contrary notwithstanding: Provided always, that nothing herein contained shall extend or be construed to extend to subject any Person supplied with Water by virtue of this Act to any Penalty or Forfeiture for supplying any Person with any Quantity of such Water in case of Fire, or for supplying any Person actually supplied with Water by the said Company during any Time that the Pipe or Pipes, Cock or Cocks, belonging to such Person shall or may happen to be out of Repair, such Pipe or Pipes, Cock or Cocks, nevertheless being repaired as soon as may be after any Damage shall happen thereto.

Cisterns to be provided with Ball or Stopcocks, to prevent Waste.

LIII. And be it further enacted, That in order to prevent as much as possible the wilful and negligent Waste of Water, each and every Person supplied with Water by the said Company shall, and he, she, and they is and are hereby required to provide a proper Cistern or Cisterns of Lead, Brick, or Wood, or other Materials, to receive and hold such Quantity of Water as shall be by him, her, or them deemed sufficient for his, her, or their Consumption, and he, she, or they is and are hereby required to provide a Ball and Stopcock, and to affix or cause to be affixed the same to the Pipe conducting the Water from the Main or Service Pipe belonging to the said Company to such Cistern or Cisterns, for the Purpose of preventing the Water flowing into such Cistern or Cisterns from running to waste when the same shall be full; and in case any Person supplied with Water by the said Company shall neglect to provide such Cistern or Cisterns, and also such Balls or Stopcocks, and to affix or cause to be affixed the same in manner aforesaid, for the Purposes of preventing the Water from running to waste when such Cistern or Cisterns shall be filled as aforesaid, it shall be lawful for the said Company or their Directors, or any Person acting by virtue of or under the Authority of the said Company, to cut and turn off the Water by such Ways and Means as to him or them shall seem right or proper from the House, Building, or other Premises of every such Person, until such Cistern or Cisterns and Ball or Stopcock shall be provided and added in manner aforesaid.

Engineer of the Company may enter Premises to see that there is no Waste of Water.

LIV. And be it further enacted, That it shall be lawful for any Engineer, or any other Person acting by or under the Authority of the said Company or their Directors, at any Time or Times between the Hours of Ten in the Forenoon and Four in the Afternoon, giving Twenty-four Hours previous Notice of their Intention, to enter into any House, Building, or other Premises supplied with Water by the said Company, in order to inspect and examine if there be any Waste, undue

undue Diversion, or improper Appropriation of the Water so supplied by the said Company, and if the Pipes or Cocks be in good and proper Repair; and if such Engineer, or other Person acting by or under the Authority of the said Company or their Directors, shall at any such Time, and having given such Notice as aforesaid, be refused Admittance or Entrance into any such Dwelling House, Buildings, or other Premises, for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed in or prevented from making such Inspection and Examination as aforesaid, then and in every such Case it shall be lawful for the said Company to cut and turn off, or cause to be cut and turned off, from such House, Building, or other Premises, the Water supplied by the said Company.

For Recovery of Water Rates.

LV. And be it further enacted, That in case any Person or Persons who shall contract with the said Company, or agree to take, or shall use or enjoy a Supply of Water in their private Dwelling Houses, Inns, Taverns, or other Buildings or Manufactories, shall refuse or neglect, for the Space of Ten Days after Demand, to pay the Sum or Sums then due for the same to the said Company, according to the Terms and Stipulations of the said Company, it shall be lawful for the said Company, or their Clerk or Clerks, or any Person or Persons acting by or under their Authority, by Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace for the said Town and Liberties of *Shrewsbury*, on Proof of such Demand having been made by the Oath of One Witness, to levy the said Sum or Sums of Money, in respect whereof such Refusal or Neglect shall happen, by Distress and Sale of the Goods and Chattels of the Person or Persons so refusing or neglecting to pay the same, rendering the Overplus (if any) to such Person or Persons so refusing or neglecting, after the necessary Charges of making such Distress and Sale shall be first deducted, such Costs and Charges to be ascertained by such Justices.

Works not to be subject to Commissioners of Sewers.

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

For preserving the Water clean and wholesome.

LVII. And in order to preserve the Water clean and wholesome, be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, Waterway, Feeder, or Pond made or maintained by virtue of this Act, or wash any Dog or other Animal therein, or throw or cast any Dog, Cat, or other Animal, or any Filth, Dirt, or other noisome and offensive Thing, or wash or cleanse any Cloth or any Wool or Leather, or the Skins of Sheep, Lambs, or other Animals, or any noisome or offensive Thing, in any such Reservoirs, Aqueduct, Waterway, Feeder, or Pond, or cause or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed into any such Reservoir Aqueduct, Waterway, Feeder, or Pond, or cause any other Annoyance to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Feeder, or Pond, or to any Water which shall flow into the Reservoir or other Works, or which shall be collected or used by the

the said Company for the Purposes of this Act, whereby or by means whereof the said Water, or any Part thereof, shall or may be soiled, fouled, or corrupted, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings; and if any Person shall throw any Ballast, Gravel, Stone, or Rubbish into any Part of the said Waterworks, Reservoirs, Aqueducts, Trenches, Watercourses, or Feeders to be made by virtue of this Act, or shall wantonly or unnecessarily open or cause to be opened any Lock, Paddle, Valve, or Clough belonging to the said Waterworks, or if any Person shall wilfully flush or draw off, or cause to be flushed or drawn off, the Water from any Part of the said Waterworks, or shall leave any of the Valves or Cloughs open and running belonging to the same, or shall draw or cause to be drawn any Paddle, Valve, or Clough in any of the Locks, Stop or Clew Gates on the said Waterworks, so as to mis-spend or waste the Water thereof, its Courses or Feeders, or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act, every Person offending in any of the Cases aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Penalty for Obstructions, &c.

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

Damaging the Works, Felony.

LIX. Provided always, and be it further enacted, That no Water Pipes belonging to the said Company shall, after the passing of this Act, be laid down at a less Depth than One Foot Six Inches beneath the Pavement in any of the said Streets or Places within the said Town and Suburbs aforesaid, (excepting passing over Bridges and Vaults); and the said Company shall be subject and liable to the Payment and Discharge of all Costs and Expences to be incurred by the breaking, taking up, relaying, reinstating, and making good all such Ground and Pavement in any of the said Highways, Streets, and Places within the said Town and Suburbs aforesaid, as shall be broken or taken up, either for the Purpose of laying down or for repairing, relaying, and amending any Mains, Pipes, Cocks, or Plugs to be made or laid down by virtue and in pursuance of this Act, or afterwards repaired, relaid, or amended; and if the said Company shall neglect to repair, reinstate, and make good such Ground and Pavement with all convenient Speed, they shall for every such Offence forfeit and pay the Sum of Five Pounds, One Moiety whereof shall be paid to the Informer, and the other Moiety to the Poor of the Parish where any such Neglect shall happen, to be recovered by Action of Debt or on the Case in any Court of Law: Provided nevertheless, that it shall not be lawful for the said Company to lay any Pipe or Pipes, or other Apparatus for conveying Water, or any other Article, Matter, or Thing belonging to such Waterworks, over, across, or upon any

Directing how Pipes shall be laid down.

public Bridge or Bridges, or within or under any Part of the Roads belonging thereto, unless such Pipe or Pipes or other Apparatus shall be conveyed under the Footpaths of such Bridge or Bridges and Roads, and within Brick or Stone Soughs, and such Soughs to be set with Lime Mortar, and be covered with good and sufficient Flags to form Part of such Footpaths; and provided also, that the Person or Persons liable to repair and amend such Bridges shall not be subject or liable to make any Recompence or Satisfaction for or by reason of any Injury, Damage, Interruption, or Inconvenience which may happen by the falling down, giving way, taking down, rebuilding, repairing, widening, amending, or improving such Bridge or Bridges, or the Approaches to the same, or for or by reason of the Supply of Water being thereby interrupted, suspended, or in any Manner injured.

Power to alter the Situation of Gas Pipes.

LX. Provided always, and be it further enacted, That in case it shall be expedient for the said Company to alter the Position of any of the Gas Pipes within the said Town and Suburbs, such Alteration shall be made by and at the Expence of the said Company.

Penalty for conveying Washings of Gas into any River, Stream, &c.

LXI. And be it further enacted, That if any Body Politic or Corporate, or any Contractor or Contractors, or any other Person or Persons whosoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the said Town and Suburbs for lighting any Street, Highway, or Place, or any House, Manufactory, or other Building therein, shall at any Time drain or convey, or cause or suffer to be drained or conveyed, or to run or flow any Washings or other waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in or by the said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Act, or other Thing to the Water contained in such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, or Spring Head, Well, Drain, Sewer, or Ditch, whereby the said Water, or any Part thereof, shall or may be spoiled, fouled, or corrupted, then and in each and every such Case such Body Politic or Corporate, Contractor or Contractors, or other Person or Persons, shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlance, shall be allowed; and the whole of such Penalty shall be paid to the Person or Persons who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased or determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for or recovered or not, in case any of the said

Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, into any River, Brook, or running Stream, Canal, or Reservoir, Aqueduct, Feeder, Pond, Spring Head, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person or Persons to whom the same shall belong, or by any other Person or Persons whomsoever, to such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, and they or he shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, from being drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending, shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Act, or Thing shall be so done as aforesaid; and such last-mentioned Penalty shall and may be recovered, levied, and applied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered, levied, and applied, and shall be paid to the Informer, or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by such Act so done or committed.

For stopping the Escape of Gas.

LXII. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be placed, laid down, or set up by such Body Politic or Corporate, or Contractor or Contractors, or other Person or Persons as aforesaid, then and in every such Case they or he shall at their or his own Expence, immediately after receiving Notice by Parole or in Writing, to be left or given at their Office or usual Place of transacting their Business, from any Inhabitant or Resident within the said Town and Suburbs, of any such Escape of Gas, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from so escaping; and in case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, within Twenty-four Hours after such Notice by Parole or in Writing being given in manner as last aforesaid of any such Escape of Gas, shall not effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the same Body Politic or Corporate, or Contractor or Contractors, or other Person or Persons, shall for every such Offence forfeit and pay the Sum of Five Pounds for each and every Day, after the Expiration of Twenty-four Hours from the Time of giving any such Notice as aforesaid, during which the Gas shall be suffered to escape as aforesaid, which Penalty shall be from Time

to

to Time recovered in a summary Way, on the Oath or Affirmation of One or more credible Witness or Witnesses, before One or more Justice or Justices of the Peace for the said Town and Liberties of *Shrewsbury*, and shall and may be recovered with all reasonable Charges (which such Justice is hereby required to allow to the Complainant) by Distress and Sale of the Goods and Chattels of such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons, by the Warrant of any such Justice or Justices of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as are by the said recited Act directed with regard to other Penalties.

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

LXIII. And be it further enacted, That all and every the Pipes or other Conduits to be placed after the passing of this Act for the Conveyance of Gas in, under, through, along, across, or round any Street, Lane, Highway, Passage, or public Place within the said Town and Suburbs, shall be laid at the greatest practicable Distance, and whenever the Width of the Carriageway will allow 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 in, under, through, along, across, or round any of the said Streets, Lanes, Highways, Passages, or public Places, except where it shall be unavoidably necessary to lay the Pipes for the Conveyance of Gas across any Water Pipes, in which Cases the said Pipes for the Conveyance of Gas shall be laid over and above such Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle; and that in such Cases the said Pipes for the Conveyance of Gas so crossing the said Water Pipes shall be at least Nine Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Four Feet at least; and that in laying down the said Gas Pipes the Body Politic or Corporate, Contractor or Contractors, Person or Persons, to whom the same shall belong, shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and also to make and keep all and every such Pipes and all Pipes communicating or connecting therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, air-tight, and in all and every respect prevent the said Gas from escaping therefrom, and from any Part thereof, upon pain of forfeiting for every contrary Offence the Sum of Five Pounds, to be paid to the Informer, or to the Person or Persons who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed.

To prevent Escape of Gas and Contamination of Water, &c.

LXIV. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying Gas as aforesaid, such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons so offending, shall forfeit and pay for every such Offence a Sum

a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the Company and Individuals affected thereby; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, that then and in every such Case the Body Politic or Corporate, Contractor or Contractors, or any Person or Persons making, furnishing, or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by the Clerk or Engineer for the Time being of the said Company, to be left at the usual Office or Place of transacting Business of the Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from the Works, Mains, or Pipes, or contaminating or affecting such Water; and in case such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, shall not, within Twenty-four Hours after each and every such Notice so left as last aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then and in every such Case the said Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, furnishing, or supplying such Gas, shall, on each and every Complaint whereof Notice shall be given as aforesaid, forfeit and pay to the Treasurer for the Time being of the said Company so affected, over and above the before-mentioned Penalty of Twenty Pounds, the Sum of Ten Shillings for each and every Day during which the Water of the said Company shall be and remain contaminated, tainted, or affected by such Gas; and in default of Payment thereof as aforesaid, such Penalty or Penalties shall and may be recovered by Information to be exhibited on the Oath or Affirmation of One credible Witness, by and in the Name of the Clerk of the said Company, before any Justice of the Peace for the said Town and Liberties of *Shrewsbury*, with Costs, to be assessed by such Justice, and to be levied and recovered as any other Penalty is by the said Act directed to be levied and recovered, and such Penalty or Penalties and Costs when so levied shall be paid to the Treasurer for the Time being of such Company.

For ascertaining if the Water is contaminated.

LXV. And whereas it may be or become a Question upon such Complaint as aforesaid whether the said Water be contaminated or affected by the said Gas; be it therefore enacted, That in every such Case it shall and may be lawful to and for the said Company to dig to and about, and search and examine the Mains, Pipes, Conduits, and Apparatus of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons, making, supplying, or furnishing Gas, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of such Body Politic or Corporate, Contractor or Contractors, or Person or Persons, whose Mains, Pipes, Conduits, and Apparatus, or any of them, are so dug to and examined; and if it shall appear that the said Water has been contaminated by any Escape of such last-mentioned Gas, the Costs and Expences of the said Digging, Search, Examination, and Repair of the Pavement

of the Street or Streets or other Place or Places which shall be taken up or disturbed, shall be borne and paid by the said last-mentioned Body Politic or Corporate, Contractor or Contractors, or Person or Persons so offending; which Costs and Expences shall be ascertained and determined, if necessary, by such Justice or Justices as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon Examination it shall appear that such Contamination had not arisen from the Escape of Gas from any of the Mains, Pipes, or Conduits so dug to or examined as aforesaid, then and in such Case the said Company of Proprietors shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to the same Body Politic or Corporate, Contractor or Contractors, or Person or Persons, whose Mains, Pipes, Conduits, or Apparatus, or any of them, are so dug to, searched, and examined, all Loss, Injury, or Damage which may be thereby occasioned to them in and by such Search and Examination, and also to the Pavement of the said Streets and other Places so broken or disturbed in such Search or Examination; the Amount of such respective Loss, Injury, or Damage to be ascertained and determined by such Justice or Justices as aforesaid.

For securing casual Offenders.

LXVI. And be it further enacted, That it shall be lawful for any of the Proprietors of the said Company, or their Surveyor or other Officers respectively, and such Persons as they or any of them shall call to their Assistance, without any Warrant or other Authority than this Act, to seize and detain any Person who shall commit any Offence against this Act, and to take or cause to be taken him or her before any Justice of the Peace for the said Town and Liberties, and such Justice shall and is hereby required to proceed and act with respect to such Offender according to the Provisions of this Act.

Recovery and Application of Penalties.

LXVII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by any Rule, Order, or Bye Law made in pursuance thereof (the Manner of levying and recovering whereof is not herein otherwise particularly directed), may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Justice of the Peace for the said Town and Liberties of *Shrewsbury*, on Complaint to him for that Purpose exhibited by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation such Justice is hereby authorized to administer); and in default of Payment of such Penalties, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) on Demand to the Party or Parties whose Goods and Chattels shall be so distrained, (the reasonable Charges of such Distress and Sale being first deducted;) and one Moiety of the Penalties and Forfeitures, when recovered, shall be paid to the Informer, and the other Moiety thereof shall be paid to the Treasurer of the said Company, for the Use and Benefit of the said Company, unless such Penalties and Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, one Moiety to the Informer and the other Moiety to the Overseers of the Poor of the Parish within

which the Offence shall be committed, to be applied and disposed of towards the Relief of the Poor of the said Parish; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby authorized and required, to order the Offender or Offenders so convicted to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his, her, or their Appearance before such Justice, or before some other Justice of the Peace for the said Town and Liberties of *Shrewsbury*, on such Day or Days as shall be appointed for the Return of such Warrant of Distress, (such Day or Days not being more than Eight Days from the taking of any such Security,) and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty or Penalties, and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice, upon the Confession of the Offender or Offenders, or otherwise, that he, she, or they hath not or have not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offenders to the Common Gaol or House of Correction for the said Town and Liberties of *Shrewsbury*, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture shall be sooner paid and satisfied, and all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justice, or shall otherwise be discharged by due Course of Law.

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

LXVIII. And be it further enacted, That when and as often as any Sum of Money shall be directed or ordered to be paid by any Justice of the Peace in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Company, or by any Person acting by or under their Authority, and such Sum of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same, within Twenty-one Days after Demand in Writing shall have been made from the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice, (which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party or Parties entitled to receive such Sum of Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damages, Spoil, or Injury as aforesaid); and in case any Overplus shall remain after Payment

ment of such Sum of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then in such Case such Overplus shall be returned on Demand to the said Company or to their Treasurer for the Time being, as the Case may be: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or have been put unto by virtue of such Warrant as aforesaid.

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

Form of Conviction.

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

Justices may proceed by Summons for the Recovery of Penalties, and may settle Damages and Charges in Cases of Dispute.

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

Damages to be settled by a Justice.

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

LXXII. And

Appeal.

LXXII. And be it further enacted, That any Body or Person who may think himself or herself aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company or Directors, or the said Company of Proprietors, or any other Body or Person who may think themselves, himself, or herself aggrieved by any Order, Judgment, or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions of the Peace and Gaol Delivery to be holden in and for the County, City, Town, or Place within which the Cause of Appeal shall have arisen, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Nature thereof, to the Party or Parties against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into a Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Award and Determination of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be holden for the said County, City, Town, or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, Judgment, or Determination, and may also order and award any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as the said Justicesi n their Judgment shall think just and reasonable.

Proceedings not to be quashed or removed by Certiorari, nor Distress considered unlawful for Want of Form.

LXXIII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form only, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary thereof in anywise notwithstanding; nor where any Distress shall be made for any Money to be levied by virtue of this Act, shall the Distress itself be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any Irregularity which shall be afterwards committed by the Party or Parties so distraining, but the Person or Persons aggrieved by any Irregularity shall and may recover full Satisfaction for the Special Damage in an Action upon the Case.

Limitation of Actions.

LXXIV. And be it further enacted, That no Action or Suit, or any Information or other Proceeding of what Nature soever, shall be

be brought, commenced, or prosecuted against any Persons for any thing done or to be done in pursuance of this Act, or in the Execution of the Powers or Authorities, or any of the Orders made, given, or directed in, by, or under this Act, unless Fourteen Days previous Notice in Writing shall be given by the Person or Persons intending to commence and prosecute such Action, Suit, or Information, to the Defendant or Defendants, nor unless such Action, Suit, or Information shall be brought or commenced within Three Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages, then within Three Calendar Months next after the doing or committing such Damages shall have ceased, and not afterwards, and shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise, and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information shall and may plead the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action, Suit, or Information shall have been brought or commenced before or after the respective Times so limited for bringing or commencing the same, or in any County or Place than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Treble Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law.

Authenticated Bye Laws to be Evidence.

LXXV. Provided always, and be it further enacted, That in all Cases of Prosecution for Offences against the said Rules, Orders, and Bye Laws, the Production of a written or printed Paper, purporting to be the Rules, Orders, and Bye Laws of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence of such Rules, Orders, and Bye Laws, and shall be sufficient to prove that a Board, painted according to the Directions of this Act, purporting to be a Copy of such Bye Laws, Rules, Orders, and Regulations, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged, hath been replaced by another such Board as soon as conveniently might be, in some conspicuous Place upon or near adjoining the Place where the Offence was committed, unless Proof shall be adduced by the Defendant that such Board is not a Copy of such Bye Laws, Rules, Orders, and Regulations, or hath not been duly kept up and generally continued in manner by this Act directed.

What shall be deemed good Service of Notices on the Company.

LXXVI. And be it further enacted, That in all Cases wherein it may be necessary or requisite for any Person or Party to serve any Summons or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, Service thereof respectively