



ANNO SEXTO

GEORGIIV. REGIS.



Cap. lxxvii.

An Act for lighting with Gas the Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the County Palatine of *Lancaster*, and the Township of *Duckinfield*, in the County Palatine of *Chester*; and for supplying with Water the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof. [20th May 1825.]

WHEREAS the Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the Parish of *Ashton-under-Lyne*, in the County Palatine of *Lancaster*, and the Township of *Duckinfield*, in the Parish of *Stockport*, in the County Palatine of *Chester*, (which adjoins the said Parish of *Ashton-under-Lyne*), are large and populous Places, and it would be of great Benefit to the Inhabitants thereof respectively, and to the Public at large, if the Streets and other public Passages and Places therein were better lighted: And whereas Inflammable Air or Gas may be obtained from Coal, Oil, and other Materials; and Coke, Tar, Pitch, Asphaltum, Ammoniacal Liquor and Essential Oil may be procured from Coal and other Substances: And whereas the said Inflammable Air or Gas being made at one Station or Set of Works can be conveyed by means of Pipes, and safely and beneficially used for lighting the several Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, and other Places within the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the said Parish of

[Local.]

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Ashton

Ashton-under-Lyne, and the said Township of *Dukinfield*; and for lighting public and private Houses, Shops, Inns, Taverns, Warehouses, Cotton Factories, Manufactories, and other Buildings within the same Town, Neighbourhood, and Township respectively; and the said Coke may be usefully employed as Fuel; and the said Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, may be used and applied in various Manufactories and other Ways with great Advantage: And whereas the Inhabitants of the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, within the said Parish of *Ashton-under-Lyne*, are not at present well or conveniently supplied with Water, and are subject to much Inconvenience, and would be liable to great Danger in Cases of Accident by Fire; but which Inconvenience and Danger might be prevented, and the Lives and Property of the Inhabitants better preserved and protected, if a constant Supply of Water were obtained from certain Springs at or near *Tombottom*, in the Hamlet of *Luzley*, in the said Parish of *Ashton-under-Lyne*, and from Reservoirs to be formed in the said Parish in Situations convenient for receiving fresh Water, and sufficiently elevated above the said Town of *Ashton-under-Lyne*: And whereas the several Persons herein-after named are willing and desirous, at their own Costs and Charges, to effect the several beneficial Purposes aforesaid; but the same cannot be carried fully and completely into Execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Right Honourable *George Harry* Earl of *Stamford*, and *Warrington*, *Francis Dukinfield Astley*, *Robert Algar*, *William Ashton*, *George Bramall*, *John Booth*, *John Bromley*, *Edward Brown*, *James Bromley*, *Samuel Brierly*, *Thomas Barrow*, the Reverend *George Chetwode* Master of Arts, *Mary Cock*, *Elizabeth Cock*, *Alice Cock*, *John Campbell*, *Thomas Cunningham*, *William Durham*, *Ann Earnshaw*, *Samuel Earnshaw*, *John Gibbon*, *John Harrop*, *George Hall*, *Ralph Hall*, *Sarah Heap*, *James Heginbottom*, *John Heginbottom*, *Thomas Hill*, *William Thompson Hill*, *Samuel Kay*, *John Kenworthy*, *John Kenworthy* the younger, *James Kenworthy*, *George Kenworthy*, *William Kenworthy*, *Edward Lees*, *Henry Lees*, *Mary Lees*, *Elizabeth Lees*, *Judith Lees*, *John Lees*, *James Lees*, *Elizabeth Lees*, *James Lord*, *John Lowe*, *John Malan*, *Aaron Malan*, *James Mellor*, *Devereux Jones Nicholls*, *James Newton*, *Samuel Newton*, *Samuel Oldham*, *Martha Orrell*, *Joseph Buckley Reyner*, *Alfred Reyner*, *Frederick Reyner*, *Louisa Ann Reyner*, *Angela Reyner*, *Emma Reyner*, *Joseph Saxon*, *Thomas Sykes*, *Samuel Swire*, *John Stanley*, *William Swift*, *John Slater*, *John Tomlinson*, *Thomas Travis*, *Mary Travis*, *Joseph Thacker*, *William Taylor*, *James Walker*, *John Whitehead*, *Joshua Wilson*, *Jane Wych*, *Hezekiah Weight*, *Joshua Wood*, *Hugo Wortington*, and *William Wright*, and all and every such other Person and Persons as shall from Time to Time become a Subscriber and Subscribers, and be duly admitted a Proprietor and Proprietors as herein-after mentioned, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be one Body Politic and Corporate, by the Name of "The *Ashton-under-Lyne* Gas and Water Works Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall and may prefer and prosecute

Company
incorporated.

Their Name
and Powers.

prosecute any Bill of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm; and the said Company shall be established for the Purpose of producing Inflammable Air, Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, from Coal, Oil, or other Substances, and for lighting the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the said Parish of *Ashton-under-Lyne*, and the said Township of *Dukinfield*, within the Parish of *Stockport* aforesaid, with Gas; and for selling and disposing of the Coke and other Products of the Manufactory of the said Company, in such Manner as they shall think proper; and for supplying the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the said Parish of *Ashton-under-Lyne*, with Water; and for making, completing, maintaining, and continuing the Works and Conveniences hereby authorized to be made, according to the Provisions herein-after contained; and shall have full Power from Time to Time to enter into and make Contracts or Agreements with any Person or Persons, Body Politic, Corporate, or Collegiate, or Corporations Aggregate or Sole, who may be willing to contract or agree with the said Company for the lighting with Gas the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the said Parish of *Ashton-under-Lyne*, and the said Township of *Dukinfield*, or any public Streets, Squares, Highways, Market Places, Courts, Yards, Passages, Lanes, public and private Houses, Shops, Inns, Taverns, Counting Houses, Warehouses, Cotton Factories, public Works and Manufactories, and other Places and Buildings, of whatever Denomination the same may be, or any of them, within the said Town and Neighbourhood and Township, any or either of them respectively; and to sell and dispose of such Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor and Essential Oil, and other Produce as aforesaid; and shall also have full Power and Authority to purchase and become seised and possessed of Lands and Tenements, to hold to them, their Successors and Assigns, for the Use of the said Undertaking, and without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain.

II. And be it further enacted, That the Capital or Joint Stock of the said Company, to be applied and used in carrying on the said Undertaking and Purposes aforesaid, shall not exceed in the whole the Sum of Twenty-five thousand Pounds Sterling; and the said Sum of Twenty-five thousand Pounds shall be divided into Shares of Twenty-five Pounds Sterling each.

Joint Stock not to exceed 25,000*l.*, in Shares of 25*l.* each.

III. And be it further enacted, That the Shares in the said Undertaking, and in the net Profits and Advantages thereof, shall be deemed Personal Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly: Provided always, that in addition to the said Capital already subscribed, it shall be lawful for the said Company from Time to Time, when they shall find it necessary, to raise by way of Loan, or Security of the Property and Effects belonging to the said Company, or by raising and creating new and additional Shares in the said Concern, or by both of the said Ways and Methods, any further Sum or Sums of Money for the Purposes of the said Undertaking, not exceeding in the Whole or Aggregate the Sum of Five thousand Pounds; and in case it shall at any Time be deemed

Shares to be Personal Estate.

Power to raise a further Sum of 5,000*l.* if necessary.

advisable

advisable by the said Company to raise any Part or Parts of the said further Sum of Five thousand Pounds by the Creation of new and additional Shares in the said Concern, then it shall be lawful for the said Company to raise the same amongst themselves, or by the Admission of new Subscribers, in such Proportions respectively as to them shall seem meet; and for such Purpose to create such Number of new and additional Shares of Twenty-five Pounds Sterling each, as may be deemed expedient; and every Subscriber towards raising such further Sum by Shares shall be a Proprietor in the said Undertaking, and stand interested in all the Profits, Privileges, and Advantages in the said Undertaking, and shall be liable to the like Burthens in proportion to the Amount of his or her Subscription, to all Intents and Purposes, as if the same had been originally Part of the said Capital Stock of Twenty-five thousand Pounds; and it shall be lawful for the said Company to sell and dispose of any such new or additional Shares to such Person or Persons, and for such Price or Prices, as to the said Company shall, from Time to Time, seem meet and convenient.

Power to borrow Money on Mortgage.

IV. Provided always, and be it further enacted, That in case it shall at any Time or Times be deemed advisable by the said Company to raise any Part or Parts of the said further Sum of Five thousand Pounds by way of Loan, then it shall be lawful for the said Company, or their Committee of Management for the Time being, by and with the Advice and Direction of any General Assembly of the said Company, to borrow and take up the same at Interest for the Use of the said Company, and thereupon, by Writing under their Common Seal, to grant, execute, and deliver to and in favour of the Lenders thereof, such Mortgages, Bonds, or other Securities as may be required, thereby binding the said Company, and the Estates, Stock, and Trade thereof, for the Repayment of the said Sum or Sums so borrowed, with Interest for the same; and such Mortgage, Bond, or other Security, which shall be so given as aforesaid, shall be good, valid, and effectual in the Law, and shall entitle the Person or Persons to whom the same shall be made, his, her, or their Executors, Administrators, or Assigns, to the Payment thereof, and to all Profits and Advantages thereof, according to the Form of Words of such Security and the true Intent and Meaning of this Act.

Company's Effects answerable for the Debts owing therefrom; and the Shareholders to the Amount of their Subscriptions.

V. Provided always, and be it further enacted, That the Estate and Effects of the said Company shall at all Times be liable and answerable for the just Debts and Demands of the Creditors of the said Company; and the several Persons and Bodies Corporate and Politic composing the said Company shall respectively stand responsible for all just Debts and Demands of the Creditors of the said Company, rateably and in proportion to the Number and Amount of their respective Shares in the Capital of the said Joint Stock.

For enforcing Payment of Subscriptions.

VI. And be it further enacted, That the several Persons who already have subscribed, or hereafter shall subscribe for and towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Portions thereof as shall from Time to Time be called for, pursuant to the Powers and Directions of this Act, at such

Times and Places, to such Person or Persons, and in such Manner as shall be ordered and directed by the said Company, or their Committee of Management for the Time being; and in case any Person or Persons shall neglect or refuse to pay any such Sums of Money at such Time or Times, and in such Manner as shall be ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise, in any of His Majesty's Courts of Record at *Westminster*, or Court of Common Pleas at *Lancaster*, together with lawful Interest for the same from the appointed Time or Times of Payment, and full Costs of Suit from such Person or Persons respectively; and in like Cases of Neglect or Refusal, where Two or more Persons shall have jointly subscribed for or be jointly possessed of Two or more Share or Shares in the said Undertaking, then and in like Manner to sue for and recover the same from all or any such joint Subscribers or Proprietors.

VII. And be it further enacted, That the said Company shall and they are hereby required to cause the Names and Designations of the several Persons who shall have subscribed for, or may at any Time hereafter be entitled to a Share or Shares in the said Undertaking, with the Number of such Share or Shares, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered by their Clerk in a Book to be kept for that Purpose; and after such Entry, a Certificate under the Common Seal of the said Company shall be made out in respect of each and every Share in the said Undertaking, specifying therein the proper Number of such Share, and the Name and Designation of the Proprietor thereof, which Certificate shall be delivered to the Proprietor of such Share upon Demand, every such Proprietor paying to the Clerk Two Shillings, and no more, for every such Certificate or Instrument; and such Certificate shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor, his or her Executors, Administrators, or Assigns, to the Share therein specified, but the Want of such Certificate shall not hinder or prevent the Owner from selling or disposing of his Share or Interest in the said Undertaking.

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

VIII. And be it further enacted, That the Affairs and Concerns of the said Company shall be conducted and managed under and subject to the several Rules and Regulations herein-after contained; (that is to say), the Proprietors of Shares in the said Undertaking shall and they are hereby required to assemble together at some Place within the said Town of *Ashton-under-Lyne*, or within One Mile thereof, at Eleven of the Clock in the Forenoon, within Twenty-one Days next after the passing of this Act, or as soon after as conveniently may be; and shall then and there proceed in the Execution of this Act, and shall and may adjourn to or assemble at the same Place, and at such other Times as shall be duly appointed in manner herein-after mentioned; and every such Assembly shall be styled a General Meeting, and Two such Meetings shall be held in every Year, on the Third *Wednesday* in the Month of *January*, and the Third *Wednesday* in the Month of *July*, which shall be styled Half-yearly General Meetings, and at least Ten Days previous Notice shall be given of each Half-yearly General Meeting in some One or more Newspaper or Newspapers printed and circulated in the said County Palatine of *Lancaster*.

Regulations for the General Meetings of the Company.

Special Meetings may be called by Five or more Proprietors.

General or Special Meetings may be adjourned.

Questions to be decided by a Majority of Votes.

Proprietors to have Votes in proportion to their Number of Shares, if not interested.

Chairman to be appointed.

IX. And be it further enacted, That Five or more of the said Proprietors, holding collectively One hundred Shares at the least, may from Time to Time call a Special General Meeting, so as the Object for which such Special General Meeting shall be called be expressed in a Notice, to be given Ten Days at least before the Day of Meeting, in some One or more Newspaper or Newspapers printed and circulated in the said County Palatine of *Lancaster*.

X. And be it further enacted, That every such General Meeting, or Special General Meeting, may be adjourned from Time to Time as shall be found expedient, and at least Ten Days previous Notice of the Day to which any General Meeting or Special General Meeting shall be adjourned, shall be given in some One or more Newspaper or Newspapers printed and circulated in the said County Palatine of *Lancaster*; and all Questions shall be decided by a Majority of Votes of the Proprietors present, and not declining to vote, the Number personally present not being less than Eight, or in case of Infancy or Lunacy, then by his, her, or their Guardian or Guardians, Committee or Committees; and every Proprietor shall have a Vote or Votes in respect of his Shares in the said Undertaking, in proportion to the Number of Shares following; (that is to say), for Five Shares or any less Number, One Vote for and in respect of every Share, and for every entire Number of Five Shares more than the First Five Shares, Two Votes, but no Proprietor shall be entitled to more than Thirteen Votes; nor shall any Person be entitled to vote at any General or Special Meeting of the said Company, or any Adjournment thereof, in respect of any Share or Shares which he or she may possess in the said Undertaking, unless such Person shall have fully paid and satisfied all Arrears of Money which shall or may have become due in pursuance of any Call or Calls made or to be made by the Committee of Management for or in respect of such Share or Shares; nor shall any Person vote at any of the said Meetings of the said Company upon any Question or Questions relating to the Concerns of the said Undertaking, in which such Person or Persons shall be interested otherwise than as a Subscriber or Subscribers, Proprietor or Proprietors to or of the said Undertaking; and upon any Difference of Opinion, any Proprietor present may require the Votes at any General or Special Meeting of the said Company to be taken by Ballot, but no Ballot shall be kept open for more than Two Hours; and at all such Meetings One of the Proprietors then present shall be appointed the Chairman of such Meeting by the Majority of the Proprietors then present, and the Chairman of every such Meeting shall be entitled to vote, and in case the Number of Votes, including the Chairman's Vote, shall be equal, such Chairman shall also have the casting Vote; and if at any General or Special Meeting a sufficient Number of Proprietors to act shall not assemble and proceed to Business in One Hour from the Time appointed for such Meeting, or if the Number of Eight Proprietors be not present when any Business shall be to be decided upon, the Meeting shall adjourn to the same Day in the following Week, or to some other Day to be appointed by the Members present at such Meeting (Three Proprietors only being hereby declared sufficient for the Purpose of Adjournment), or in default thereof, by the Committee of Management, or any Three or more of them.

XI. And

XI. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any of their General Meetings, to make such Rules, Orders, and Bye Laws as to them shall seem meet and proper for the good Government of the said Undertaking, and for regulating the Proceedings of the Committee of Management, and for the regulating of all Officers, Workmen, and Servants to be employed in and about the Affairs and Business of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever; and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Rules, Orders, and Bye Laws, or any of them, not exceeding the Sum of Five Pounds for any one Offence, as to the said Company at a General Meeting shall seem meet and expedient; and all Rules, Orders, and Bye Laws so made as aforesaid, being reduced into Writing, and the Common Seal of the said Company thereto affixed, shall be binding upon all Persons, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same: Provided always, that such Rules, Orders, and Bye Laws be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or any of the express Directions or Provisions of this Act: Provided also, that Copies thereof shall be printed and fixed and continued in the Office of the Clerk, and on some other Building of the said Company; and all such Rules, Orders, and Bye Laws shall be subject to Appeal in Manner by this Act directed.

General Meetings may make Bye Laws.

XII. And be it further enacted, That it shall be lawful for the said Company, at any General Meeting of the said Company, to nominate and elect by Ballot, and to appoint any Person or Persons to be Treasurer or Treasurers, Clerk or Clerks, or other Officer or Officers, and from Time to Time to remove any such Treasurer or Treasurers, Clerk or Clerks, or other Officer or Officers of the said Company, and to nominate, elect, and appoint another Person or Persons in his or their Room or Stead: Provided always, that the said Company shall and may, in case they see proper, take sufficient Security from every Person who shall be appointed Treasurer, Receiver, or Collector for any of the Purposes of this Act, for the faithful Execution of their respective Offices, before they shall enter thereupon respectively.

Power to appoint a Treasurer or Treasurers.

XIII. 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 his Partner, the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer, or of his Partner, the Clerk 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 any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk, or of his Partner, shall act as Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer, or the Clerk or other Person

Same Person not to act as Clerk and Treasurer.

Person

Person in the Service or Employ of the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, or if any Treasurer shall hold any Place of Profit or Trust under the said Company, other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds, to any Person or Persons who shall sue for the same; to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Treasurer not to issue Money without an Order.

XIV. And be it further enacted, That the Treasurer or Treasurers, or other Officer or Officers to be appointed by the said Company, shall not issue any Sum or Sums of Money on account of the said Company, without an Order or Orders of the said Company or their Committee of Management, made at a Meeting held in pursuance of this Act; or without an Order or Orders in Writing, signed by Three or more of the said Committee, although not assembled at a Meeting held in pursuance of this Act, but duly authorized by the Committee to sign such Order or Orders; and the Receipts of the said Treasurer or Treasurers for all Monies payable to him or them on account of the said Company, shall be sufficient Discharges for the same.

Committee of Management.

XV. And be it further enacted, That at the First General Meeting of the said Company, or at some Adjournment thereof, Eleven Members of the said Company shall be elected and chosen a Committee of Management for managing the Affairs of the said Company; and such Committee of Management shall continue in Office, and be respectively Members of the said Committee, until the Half-yearly Meeting which shall be held in the Month of *January* next after the first Appointment of such Committee, or until others or another shall be appointed in their or any of their stead in pursuance of this Act; and at the said Half-yearly Meeting, or at some Adjournment thereof, and also at the Half-yearly Meeting to be held in *January* in every succeeding Year, or at some Adjournment thereof, a new Committee of Eleven Members shall from Time to Time be elected and appointed, out of the Proprietors of Shares in the said Undertaking, to be the Committee of Management for managing the Affairs of the said Company, who shall continue in their Offices until the next yearly Appointment of a Committee of Management as aforesaid, or until others or another shall be duly elected into their or any of their Places under the Provision herein-after in that Behalf contained; provided that nothing herein contained shall render any of the Committee whose Office shall have expired ineligible to be re-elected a Committee Man if otherwise duly qualified; provided also, that no Person shall be qualified to be elected or to serve or act as a Member of the said Committee, who, or whose Partner, Employer, or Servant, shall hold any Place of Profit under the said Company, or be concerned or interested in any Contract or Contracts under this Act, or offer to take, or succeed in taking, or participate in any manner in any Work to be done for the said Company, whether by Contract or otherwise, or be a Dealer either directly or indirectly in any of the Articles to be provided or manufactured by the said Company.

XVI. And

XVI. And be it further enacted, That when and so often as any Member of the Committee of Management to be elected by virtue of this Act shall die or become disqualified, or shall refuse or neglect, for the Space of Six Calendar Months, to attend the Meetings of the said Committee, it shall be lawful for the said Company at any General or Special Meeting to be called or held pursuant to the Directions of this Act, to elect some other Proprietor to be a Member of the said Committee; and every such Proprietor so elected to fill any such Vacancy shall continue in his Office as a Member of the said Committee so long as the Person in whose Place or Stead he was elected would have been entitled to have continued if such Death, Disqualification, Refusal, or Neglect had not happened.

For supply-
ing Vacan-
cies in Com-
mittee.

XVII. Provided always, and be it further enacted, That no Person shall be eligible to be elected, or shall act as One of the Committee for managing the Affairs of the said Undertaking, unless at the Time of the Election, and during the Time of his acting as One of the Committee, he shall be possessed of Five or more Shares in the said Undertaking.

No Person
to act as
Committee
Man unless
possessed of
Five Shares.

XVIII. And be it further enacted, That the said Committee of Management shall and they are hereby required to hold their Meetings at some Place within the said Parish of *Ashton-under-Lyne* or the Township of *Dukinfield*, at such Times, and adjourn their Meetings from Time to Time as they shall think fit; and all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee of Management at any of their Meetings, shall be decided and determined by the Majority in Number of the Members then present, the Number present not being less than Three; and at all the Meetings of the said Committee of Management One of the Members then present shall be appointed the Chairman of such Meeting by the Majority of the Members then present; and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman for the Time being, such Chairman shall have the decisive and casting Vote; and if on the Day appointed for any Meeting of the said Committee Three Members shall not attend, then and in every such Case the Meeting shall be adjourned to the next Day if not a *Sunday*, and if the next Day shall be a *Sunday*, then to the *Monday* next following by the Member or Members then present, and if none be present, then by the Clerk of the said Company, or such other Person as shall attend in his Place; and any Three or more Members of the Committee may at any Time when they shall think fit call a Special Meeting of the said Committee, by Notice in Writing, signed by such Three or more Members, to be sent by the Post or otherwise to the Residence or Address of every Member of such Committee.

Meetings of
the Commit-
tee, and
Regulations
for their
Proceedings.

XIX. And be it further enacted, That the Committee of Management for the Time being shall have full Power to direct the Use of the Common Seal of the said Company, which shall be kept by the Clerk to the said Company, and the said Committee shall have full Power and Authority to meet and adjourn from Time to Time as aforesaid, and also at any Time to call or to direct the Clerk to the said Company to call Special General Meetings of the said Company for any Purpose they may think proper, and to direct the Affairs and Business of the said Under-
[Local.]

Power of the
Committee.

taking, as well in issuing, receiving, or laying out, and disposing of all Sums to be issued or received, laid out or disposed of, for the Purposes of the same, as in contracting for and purchasing Messuages, Lands, Tenements, Hereditaments, Materials, Goods and Chattels, for the Use of the said Undertaking, and in making and entering into Contracts or Agreements for lighting the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, and the said Township of *Dukinfield*; and the several Streets, Roads, and Places within or adjacent thereto respectively, or any such Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, and other Places, public and private Houses, Shops, Inns, Taverns, Warehouses, Cotton Factories, Manufactories, and other Buildings as aforesaid, and for supplying the Inhabitants of the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof with Water, and in ordering, directing, or employing the Works and Workmen of the said Company, and in selling and disposing of all Articles produced as aforesaid, and in making, enforcing, and rescinding all Contracts and Bargains touching or in anywise concerning the same, subject to such Orders, Bye Laws, Rules, and Regulations as shall at any Time be duly made by the said Company in Restraint, Controul, or Regulation of the Powers and Authorities by this Act granted.

Proceedings
to be entered.

XX. And be it further enacted, That all the Orders and Proceedings of every Meeting, as well of the Company as of the Managing Committee, shall be entered by the Clerk in the Book or Books to be kept for that Purpose; and such Orders and Proceedings so entered and signed by the Clerk of the said Company, or by the Chairman of each respective Meeting, 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; and no Business shall be transacted at any Special General Meeting besides the Business for which it shall have been called, and no other Business shall be transacted at any adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place.

The Person
whose Name
stands first
for divided
Shares to be
deemed the
Owner, and
entitled to
vote.

XXI. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share or Shares, shall for the Purposes of this Act be deemed and taken to be the Owner or Proprietor of such Share or Shares; and all Notices required to be given to the Owner or Proprietor of any Share or Shares in the said Undertaking, shall and may be given to such Person whose Name shall so stand first in the Books of the said Company; and such Notice to such Person shall be deemed and taken to be a Notice to all the Owners or Proprietors of such Share or Shares for all the Purposes for which such Notice is intended to be given to the Owner or Proprietor of any such Share or Shares; and such Owners or Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall stand first in the Books of the said Company as a Proprietor of such Share or Shares, and his or her Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share or Shares.

XXII. And

XXII. And be it further enacted, That any Proprietor of any Share or Shares in the said Company's Stock, entitled to vote in respect of such Share or Shares at any General or Special Meeting of the said Company, shall have full Power and Authority to give his or her Vote or Votes at any such General or Special Meeting as aforesaid by Proxy (every such Proxy being a Proprietor in the said Undertaking), in such and the same Manner, and under the same Regulations, as if he or she was actually present and voted personally: Provided nevertheless, that no one Person shall deliver in Proxies for more than Three Proprietors; and the Appointment of such Proxies may be made in the Form or to the Effect following; (that is to say),

I A. B. of One of the Proprietors of "The *Ashton-under-Lyne* Gas and Water Works," do hereby nominate, constitute, and appoint C. D. of to be my Proxy, in my Name and in my Absence to vote or give my Assent to or Dissent from any Matter, Cause, or Thing relating to the said Undertaking that shall be mentioned or proposed at any General Meeting of the said Company, in such Manner as he the said C. D. shall think proper, according to his Opinion and Judgment, for the Benefit of the said Undertaking, or any thing relating thereto. In witness whereof I have hereunto set my Hand the Day of One thousand eight hundred and

Form of the Appointment of Proxies.

XXIII. And be it further enacted, That the Committee of Management for the Time being shall have full Power at any Time or Times to make such Call or Calls upon the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, or Assigns, for the Amount of the Subscriptions for their respective Shares, in such Instalments as such Committee shall from Time to Time deem requisite or necessary for the Purposes of the said Undertaking; and the several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, at such Time and Place as shall be appointed by such Committee, of which Time and Place Fourteen Days previous Notice shall be given in such Manner as the said Committee shall direct or appoint in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money so to be called for by the Space of Six Weeks next after the Time appointed for Payment thereof, together with lawful Interest for the same from such appointed Time of Payment, then and in such Case it shall be lawful for the said Company, at some Half-yearly General Meeting to be held after such Neglect or Refusal, to declare all and every or any of the Share or Shares of such Person or Persons so neglecting or refusing as aforesaid to be forfeited, and from thenceforth the said Share or Shares so declared to be forfeited, and all the Profit and Benefit thereof, and all Money theretofore advanced on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes herein-after mentioned.

Committee to make Calls.

On Nonpayment of Calls Shares to be forfeited.

XXIV. And whereas in case any Holder or Proprietor of any Share or Shares in the said Undertaking shall die, or become insolvent or bankrupt, or his or her Right or Interest therein shall pass to some other Person or Persons by any legal Means other than a Transfer of such Share or Shares, it may not be in the Power of any Officer acting for the said Company to ascertain

For ascertaining the Proprietorship of Shares in certain Cases.

ascertain who is or are the Owner or Proprietor, or Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or his, her, or their Executors, Administrators, Successors or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right and Property in any Share or Shares in the said Undertaking shall pass from any Proprietor or Proprietors thereof to any other Person or Persons by any other legal Means than by a registered Transfer thereof, in the Form and Manner herein-after specified, an Affidavit shall or may be made and sworn to by One credible Person, before a Master or Master Extraordinary of His Majesty's High Court of Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns; and such Affidavit shall be delivered to the Clerk of the said Company, to the Intent that he may enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the Clerk to 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 Clerk to the Owner or Owners, or Person or Persons appearing by such Affidavit to be Owner or Owners of the same Share or Shares, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for; and if such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid his, her, or their Proportion as aforesaid, it shall be lawful for the Subscribers and Proprietors at any Half-yearly General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited; and in such Case the same, and all the Profit and Benefit thereof, and all Money theretofore advanced on account thereof, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes herein-after mentioned.

On Transfer
of Shares
Notice to be
given to
Clerk.

XXV. Provided always, and be it further enacted, That before any Person or Persons who shall claim any Share or Shares in the said Undertaking, or any Part or Share of the Profits thereof, in Right of Marriage, shall be entitled to transfer such Share or Shares, or to receive any Part or Share of the Profits of the said Undertaking, an Affidavit containing a Copy of the Register of such Marriage, or the Effect of such Register, shall be made and sworn to by some credible Person before One of the Judges at *Westminster*, a Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company for the Time being, who shall file the same, and make an Entry thereof in the Book or Books which shall be kept by the said Clerk for the entering of Transfers of Shares in the said Undertaking; and before any Person or Persons who shall claim any Share or Shares in the said Undertaking, or any Part or Share of the Profits thereof, by virtue of any Bequest or Will, or in a Course of Administration, shall be entitled to transfer such Share or Shares, or to receive such Part or Share of the Profits of the said Undertaking, the said Will, or the Probate Copy thereof, or the Letters of Administration in case the Proprietor shall have died intestate,

intestate, shall be produced and shewn to the said Clerk, and an Entry made thereof in the said Book or Books kept for the entering of Transfers of Shares in the said Undertaking.

XXVI. Provided always, and be it further enacted, That no Share or Shares of any Person or Persons of and in the said Undertaking shall be forfeited, or vest in or accrue to the said Company, until Notice shall have been published in some One or more of the Newspapers published at *Manchester*, in the said County Palatine of *Lancaster*, Ten Days at least before the holding of such General Meeting, in which Notice it shall be stated what Money is due from such Person or Persons for such Call or Calls in respect of his, her, or their Share or Shares in the said Undertaking, exclusive of the Interest thereon; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares, or the Person or Persons appearing by such Affidavit or Affidavits to be Owner or Owners of such Share or Shares, shall, before the holding of such General Meeting, pay what shall be due thereon for such Call or Calls as aforesaid, and legal Interest for the same, and all the Expences attending the Application for and advertising of the same as aforesaid.

No Share to be forfeited, unless published in a Newspaper.

XXVII. And be it further enacted, That when any Share or Shares of any Person or Persons in the said Undertaking shall by virtue of this Act have become forfeited to or become vested in the said Company as aforesaid, then and in every such Case it shall be lawful for the said Company, or their Committee for the Time being, and they are hereby authorized and empowered, from Time to Time, to sell or cause to be sold by public Auction or private Contract, and by Writing under the Common Seal of the said Company to assign and transfer, such and so many of the Share or Shares of such Defaulter or Defaulters as the said Company or their Committee shall from Time to Time find necessary and direct to be sold, unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns; and such Assignments and Transfers shall be good, valid, and effectual against the Owner or Owners of every such Share or Shares so forfeited to or vested in the said Company, and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales, the Surplus of such Money shall be paid on Demand to the Person or Persons to whom such Share or Shares shall have belonged, or shall appear by such Affidavit or Affidavits as herein-before mentioned to have belonged: Provided also, that the said Company or their Committee shall not by virtue of this Act sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be deemed sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of all and every such Call or Calls, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of

Company empowered to sell Shares become forfeited.

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

Shares unsold to revert to the former Owners.

the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

Company not to sue the original Proprietors for any Calls upon forfeited Shares.

XXVIII. Provided always, and be it further enacted, That nothing herein contained shall empower the said Company to sue the original Proprietor or Proprietors of any Share or Shares which shall be declared to be forfeited in Manner and according to the Tenor, true Intent, and Meaning of this Act, except as to any such Share or Shares as shall revert, as herein-before directed, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls, in the same Manner as if he, she, or they had been the original Proprietor or Proprietors of such Share or Shares.

Shares may be transferred.

XXIX. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, or their respective Executors, Administrators, Successors, and Assigns, to sell and transfer any Share or Shares of which they shall respectively be possessed; and every such Transfer shall be in the Form or to the Effect following; (that is to say),

Form of Transfer.

I of in consideration of the
 Sum of paid to me by of
 do hereby bargain, sell, assign, and transfer to the
 said the Sum of Capital Stock
 of and in the Undertaking called "The Ashton-under-Lyne Gas and
 Waterworks," being my Share [or Shares] Number
 [or Numbers] therein, to hold to the said
 his Executors, Administrators, and Assigns, subject
 to the same Rules, Orders, and Restrictions, and on the same Con-
 ditions on which I held the same immediately before the Execution
 hereof; and I the said do hereby agree to take and
 accept the said Share [or Shares] subject to the same Rules, Orders,
 Restrictions, and Conditions. As witness our Hands and Seals, this
 Day of in the Year of our Lord One
 thousand eight hundred and

Transfer to be registered.

And every such Transfer shall be executed by all the Parties thereto, and be produced to the Clerk to the said Company for the Time being; and if such Transfer shall appear to be regular, the same shall be registered in the Books of the said Company, by an Entry of the Date of such Registry and the Date of such Transfer, together with the Names of the Parties thereto, and the Numbers of the Shares transferred, with such other Entries and Particulars as shall from Time to Time be determined on by the Committee of Management for the Time being; and a Certificate of such Registry shall be endorsed on the same Transfer by the said Clerk, for which Registry and Certificate the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Clerk.

Registers, and Copies thereof, to be Evidence;

XXX. And be it further enacted, That the Register Book of Shares of the said Company, or a Copy of the Entry or Register therein of any Transfer of any Share or Shares upon Sale, or any other Disposition or Alteration

Alteration in the Proprietorship thereof, by Insolvency, Bankruptcy, Marriage, Death, or otherwise, to be ascertained as herein-before directed and authorized (such Copy being signed by the Clerk or other Officer of the said Company having the Custody of the said Book of Registry), shall respectively be Evidence of every such Sale and Transfer or other Disposition or Alteration in the Proprietorship of such Share or Shares, and shall be accounted as such in all Disputes, and in all Trials before any Court, and by all Judges, Justices, and others in the United Kingdom; and that until such Transfer, Disposition, or Alteration shall be entered or registered in the Books of the said Company as aforesaid, no Purchaser or Purchasers, or other Person or Persons, or Bodies Corporate or Politic, claiming Interest in any Share or Shares in the said Undertaking, or in the Profits and Advantages thereof, shall receive any Interest or Dividend for or in respect of such Share or Shares so purchased, disposed of, or otherwise altered, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of the said Undertaking.

and until Registry, no Proprietor to be entitled.

XXXI. Provided always, and be it further enacted, That after a Call for Money shall have been made by virtue of this Act, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, until the Money so called for or in respect of his, her, or their Share or Shares intended to be sold shall be paid; and until such Money so called for shall be paid, any such Sale or Transfer of any Share or Shares shall be void.

No Share to be sold after a Call until the Money is paid.

XXXII. And be it further enacted, That any Half-yearly General Meeting, or any General Meeting specially called for the Purpose, shall have full Power to call for, examine, and settle the Accounts of the said Company; and at every Half-yearly General Meeting, or some Adjournment thereof, a Dividend or Dividends shall be made out of the Interest, Profits, or Advantages of the said Undertaking, unless such Meeting shall declare otherwise; and such Dividend shall be at and after the Rate of so much *per Centum* for every Share upon all and every the Sum and Sums of Money paid to the said Company by the said Subscribers, their Successors, Executors, Administrators, or Assigns, as such Meeting or Meetings shall think fit to appoint and determine; provided that no Dividend shall be made whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share or Shares after a Day appointed for Payment of any Call for Money in respect thereof, until such Call shall have been paid; and the Committee of Management who shall make any such Dividend shall be personally responsible to the Proprietors, and also to the Creditors of the said Company, for any Injury which may arise therefrom.

Accounts to be settled Half-yearly; and Meeting to declare Dividends.

XXXIII. And be it further enacted, That it shall be lawful for the said Company and their Successors, and they are hereby fully authorized and empowered, subject to the Provisions and Restrictions in this Act mentioned, by their Servants, Agents, Workmen, and others, from Time to Time to make and erect (at One Station or Set of Works only) such Retorts, Gasometers, Receivers, and other Buildings, Cisterns, Engines, Machines, and other Apparatus, Cuts, Drains, Sewers, Watercourses, Reservoirs; and other Works; and to sink and lay Pipes of such Construction,

Power to erect Gas Works, and to break up the Soil and the Pavements of Streets.

struction, and in such Manner as the said Company shall think necessary or proper for carrying the Purposes of this Act into Execution; and also in a careful and workmanlike Manner to break up the Soil, Pitchings, and Pavements of any Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages within the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, in the said Parish of *Ashton-under-Lyne*, and the said Township of *Dukinfield*, and to dig and sink Trenches, and Drains, and lay Mains or Pipes, and put Stopcocks, Syphons, Plugs, or Branches from such Pipes, in, under, across, and along such Streets, Highways, Roads, Ways, Footpaths, Lanes, and Passages, and in such Manner as shall be necessary for the Purpose of carrying this Act into Execution, or supplying any such Lights as aforesaid, placing and laying the Mains or Pipes in the Footpaths where the Roads are gravelled, and by the Side of the Curbstone, Watercourse, or Gutter where the Road or Street is paved; and from Time to Time to alter the Position of, and to repair, relay, and maintain such Pipes, Stopcocks, Syphons, and Plugs or Branches; and also to carry, fit up, and furnish any Pipe or Pipes, Cocks or Branches, or other necessary Apparatus, from any Main or Pipe laid in any Street, Highway, Road, Way, Lane, Footpath, or Passage by the said Company by virtue of this Act, into any Dwelling House or Houses, Manufactories, public or private Buildings, for the Purpose of lighting the same from any of such Mains or Pipes; and to fix, place, and maintain any Apparatus or Convenience necessary or requisite, or deemed advisable, for securing to any Dwelling House or Houses, Manufactories, public or private Buildings, a proper and competent Supply of Gas, or for measuring and ascertaining the Extent of such Supply; and also to alter, amend, or re-execute any Work which shall have been placed when the same shall be bad and imperfect, or which shall be injured or damaged, in such Dwelling House or Houses, Manufactories, public or private Buildings; and to do all such other Acts, Matters, and Things of the same or the like Nature as shall from Time to Time be necessary and convenient for the Purposes of carrying this Act into Execution; the said Company doing thereby as little Damage as may be, and placing and leaving the Ground and Pavement which shall be so broken up as aforesaid, in as good a State and Condition as it was in before it was broken up: Provided always, that a proper Compensation shall be made by the said Company for any Damage to be done in the Execution of the Powers of this Act; and provided also, that nothing herein contained shall extend or be construed to extend to authorize or empower the said Company, or their Successors, to sink and make any such Cuts, Drains, Sewers, Watercourses and Reservoirs, in any Situation or Direction where the same can, shall, or may interfere with any present or future public or private Drain, Sewer, or Well; nor to carry or lay any Pipe or Pipes, Cocks or Branches from any Main or Pipe, against any Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, or to continue the same, without the Consent of the Owner or Owners, Occupier and Occupiers for the Time being, of every such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid; nor to authorize and empower the said Company to carry or lay any Pipe or Pipes through, in, or upon any private Lands or Grounds without the Consent of the Owner and Owners and Occupier and Occupiers thereof respectively: Provided also, that all public Streets, Roads, and Highways shall only be broken up with the Consent of a Majority of the Commissioners or Trustees of the same

same Streets, Roads, and Highways respectively, present at a public Meeting, or with the Consent of a Majority of the Inhabitants of the Divisions, Township, Hamlets, or Places within which the same Streets, Roads, and Highways respectively lie, in Vestry assembled, when there are no Commissioners or Trustees of the same; and the breaking up of such said Pitchings and Pavements shall be done under the Inspection of the Surveyor of the same Streets, Roads, or Highways; and provided also, that all private Roads or Ways shall only be broken up with the Consent of the Occupier and Occupiers thereof respectively.

XXXIV. Provided always, and be it further enacted, That the said Company and their Successors shall at their own Expence, on the Expiration or Determination of the Tenancy or Tenancies of any such Occupier or Occupiers so giving Consent as aforesaid, or within Fourteen Days after the Expiration or Determination of such Tenancy or Tenancies, upon receiving Notice in Writing for that Purpose for or on behalf of the Owner or Owners, or the succeeding Occupier or Occupiers of any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, remove, take, and carry away, or cause to be removed, taken, and carried away, any Pipe or Pipes, Cocks or Branches, from any Main or Pipe which shall have been placed or laid by the said Company, or their Successors, against any such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings as aforesaid, pursuant to the Power for that Purpose herein-before contained, and repair and make good such Dwelling House or Dwelling Houses, Manufactories, public or private Buildings, against which the same shall have been so placed, any thing herein contained to the contrary thereof in anywise notwithstanding; and in default thereof it shall be lawful for such Owner or Owners, or such new Occupier or Occupiers, as the Case may require, or any Person or Persons acting under their, his, or her respective Authorities or Authority, to cause such Pipes, Cocks, or Branches to be removed, taken, and carried away, and the Dwelling House or Dwelling Houses, Manufactories, public or private Buildings, where the same shall have been placed, to be repaired and made good, and the reasonable Costs and Charges for so doing the same shall be immediately paid by the said Company and their Successors, or their Treasurer for the Time being, to such Owner or Owners, Occupier or Occupiers, as the Case may require; provided nevertheless, that if such reasonable Costs and Charges be not paid within Ten Days next after Demand shall be made by such Owner or Owners, Occupier or Occupiers (Proof of such Demand being made by the Oath of One credible Witness before One or more of His Majesty's Justice or Justices of the Peace for the said County Palatine of *Lancaster* or the County Palatine of *Chester*, as the Case may require), all such reasonable Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any One or more Justice or Justices of the Peace of the said County Palatine of *Lancaster* or the County Palatine of *Chester* (as the Case may require), and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs and Charges shall be paid to such Owner or Owners, Occupier or Occupiers, as the Case may require.

Company to
remove Pipes,
&c. when
Tenants quit,
if required.

To be sub-
ject to all
Acts of Par-
liament re-
lating to
Roads.

XXXV. Provided also, and be it further enacted, That all and every the Works, Matters, and Things at any Time hereafter to be done or performed by the said Company, or their Servants, Workmen, or others, in, upon, through, or over any Streets, Roads, or Highways respectively, shall be subject to the Provisions, Regulations, Penalties, and Notices, and all and every the Powers, Authorities, Provisoes, Rules, Directions, Forfeitures, Clauses, Matters, and Things, contained in any Act or Acts of Parliament for the making, amending, repairing, or improving any such Streets, Roads, or Highways, or otherwise relating thereto, as fully and effectually as if the same had been re-enacted herein.

Situations of
Pipes, &c.
may be al-
tered if Com-
missioners,
&c. desire it.

XXXVI. And be it further enacted, That if for the Purposes of any Act or Acts passed or to be passed for the regulating the several Streets, Roads, and Highways or Grounds through which the said Company shall lay their Main or other Pipes, it shall at any Time or Times hereafter be deemed necessary or expedient by the Commissioners or Trustees of Turnpike Roads, Surveyors of Highways, or other Persons having Controul over the several Streets, Roads, and Highways through which the said Company shall lay their Main or other Pipes, to raise, sink, or otherwise alter the Situations of any of the Mains, Pipes, Stopcocks, Plugs, or Branches which shall be laid down for the Purposes aforesaid within the Jurisdiction of the same Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, the said Company shall, at the Expence, Costs, and Charges of the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, within Seven Days next after being required so to do by Notice in Writing to them given by the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, signed by their Clerk, raise, sink, or alter such Mains, Pipes, Stopcocks, Plugs, or Branches according to such Notice, in such Manner and in such Place or Places as the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, shall think right or proper; and in default thereof, it shall be lawful for the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively, or their Surveyor, or any other Person or Persons acting by their Order or under their Authority (at the like Expence, Costs, and Charges of the said Commissioners, Trustees, Surveyors, or other Persons having Controul as aforesaid respectively), to cause such Mains, Pipes, Stopcocks, Plugs, or Branches to be raised, sunk, or altered as aforesaid, so that in either of the said Cases no Damage be done thereby to the said Company or their Successors, and so that they be not thereby prevented from, or obstructed in lighting any public or private Lamp or Lamps, unless such Damage or Obstruction from the Circumstances of the Case be unavoidable.

Situation of
Pipes, &c.
under private
Roads may
be altered, if
Owners de-
sire it.

XXXVII. Provided also, and be it further enacted, That in case the said Company shall at any Time hereafter break up the Soil, Pitching, or Pavement of any private Road or Way for the Purpose of laying any Main or Pipe along, under, or across the same, with the Consent of the Owner or Owners of the Soil, it shall be lawful, after the same shall have been so laid and placed, for such Owner or Owners at any Time or Times thereafter, if he, she, or they should deem it necessary or expedient, and at his, her, or their own Costs and Charges, to alter and vary the

Position of such Pipe or Pipes, Main or Mains, and to relay the same, so that no Damage be done thereby to the said Company, and so that they be not thereby prevented from or obstructed in lighting any public or private Lamp, unless such Damage or Obstruction be unavoidable.

XXXVIII. Provided always, and be it further enacted, That if by the raising, sinking, or altering any of the said Pipes, Cocks, Plugs, or Branches, either by the said Commissioners or Trustees, Surveyor or Surveyors, or any such Owner or Owners as last mentioned, any Damage, Loss, or Injury shall be done, accrued, or be sustained to or by the said Company, then and in every such Case such Damage, Loss, or Injury, to be fixed and ascertained by One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster* or the County Palatine of *Chester* (as the Case may require), shall be made good to the said Company by the said Commissioners or Trustees, Surveyor or Surveyors, or by the said Owner or Owners (as the Case may be), as soon as Circumstances permit; and in default of Payment thereof by any such Surveyor or Surveyors, Owner or Owners, for Ten Days next after Demand shall be made by the said Company, or by their Clerk or Superintendant, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster* or County Palatine of *Chester* (as the Case may require), the same shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of such Surveyor or Surveyors, Owner or Owners, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of One or more Justice or Justices of the Peace of the said County Palatine of *Lancaster* or County Palatine of *Chester* (as the Case may require), and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Costs and Charges shall be paid to the said Company, as the Case may require.

Company to be remunerated for Loss sustained by altering Pipes, &c. in certain Cases.

XXXIX. Provided always, and be it further enacted, That in case the Surveyor of the Highways, or the Surveyor for the Time being of the said Commissioners or Trustees respectively, shall refuse or neglect to attend to inspect any of the Works hereby directed to be done under his Inspection, and which shall have been consented to by the said Commissioners or Trustees, or a Majority of the Inhabitants in Vestry assembled respectively, after being thereunto required by Notice in Writing from the said Company or their Clerk, given to or left at the Place of Abode of the said Surveyor, the said Company are hereby fully authorized to do and perform such Works without the Inspection of such Surveyor, any thing herein contained to the contrary thereof notwithstanding.

Non-attendance of Surveyor of Highways, Commissioners, &c. not to retard the Works.

XL. And be it further enacted, That if the said Company shall cause any Tank containing the Washings or other waste Liquids to arise or be produced in making the said Gas to be emptied at any Time between the Hours of Five of the Clock in the Morning and Eleven of the Clock in the Night, or shall cause to be laid the Soil or Contents thereof in any of the Streets, Roads, Passages, or Places in the said Town of *Ashton-under-Lyne* or adjacent thereto, the said Company shall, in any of the said

Regulations for emptying Tanks.

said Cases, forfeit and pay the Sum of Twenty Pounds, to be levied, recovered, paid, and applied in manner herein-after mentioned.

No Pipes of
Communication to be
laid without
Consent of
the Com-
pany.

XLI. Provided always, and be it further enacted, That no Person shall, without the Consent of the said Company first had and obtained, lay or cause to be laid any Iron, Leaden, or other Pipe or Tube, to communicate with any Pipe belonging to the said Company, nor supply any Inhabitant or other Person with Gas from any such Pipe, on pain of forfeiting and paying to the said Company the Sum of Ten Shillings a Day for every Day such Pipe or Tube shall so remain, or such Supply be furnished; every such Penalty of Ten Shillings a Day to be recovered by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of any One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster* or County Palatine of *Chester* (as the Case may require), and which Warrant such Justice or Justices is and are hereby required and empowered to grant; and the Overplus, after such Penalty or Forfeiture, and the Costs and Charges of such Distress and Sale, are deducted, shall be returned upon Demand to the Owner of such Goods and Chattels; and in case sufficient Distress shall not be found, or such Forfeiture shall not be forthwith paid, it shall be lawful for such Justice or Justices to cause such Offender or Offenders to be committed to the Common Gaol or House of Correction of the said County Palatine of *Lancaster* or the said County Palatine of *Chester* (as the Case may be), there to remain without Bail or Mainprize for such Time as such Justice or Justices shall direct, not exceeding One Calendar Month, unless such Forfeiture and all reasonable Charges, to be fixed by such Justice or Justices in the Event of Commitment, shall be sooner paid and satisfied; and it shall be lawful for the said Company, if they shall so think fit, also to take off the Gas from the House and Premises of the Person so offending, notwithstanding any Contract or Contracts, Agreement or Agreements, which may have previously been entered into.

Power to
convey
Washings:

XLII. And be it further enacted, That it shall be lawful for the said Company to make Sewers or Cuts of such Breadth, Depth, and Dimensions, and in such Manner as they shall think expedient, under the Ways, Lanes, Avenues, and Places within the said Parish of *Ashton-under-Lyne* and the said Township of *Dukinfield* and Places adjacent, for the Purpose of carrying off the Washings, or other waste Liquids which may arise in the Prosecution of the Works aforesaid, the said Company doing as little Damage as may be in making the said Sewers or Cuts, and immediately repairing at their own Expence all such Damage; provided that no such Washings or other waste Liquids, or any other Matter or Thing made or arising in the Manufacture of such Gas, shall be carried, conducted, or conveyed into any River, Brook, or running Stream; and no such Sewer or Cut shall be made in any Situation where the same can, shall, or may in any manner interfere with, prejudice, or affect any of the present or future public or private Wells, Sewers, or Drains within the said Parish, Township, or Places adjacent respectively, or without the Consent of the said Commissioners or Trustees, or other Persons having the Controul of any public Roads, Highways, or Passages, or of the Owner and Owners, Occupier and Occupiers

piers of any private Lands or Grounds in, through, under, or across which the said Sewers or Cuts shall be made.

XLIII. Provided always, and be it further enacted, That if the said Company, or any Body Politic or Corporate, or any Person or Persons whosoever, 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 the making Gas, or in the Process of obtaining Gas made, furnished, supplied, or burnt within the Limits of this Act, into any River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Act, or Thing to the Water contained in any such River, Brook, or running Stream, Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be soiled, fouled, or corrupted, then and in each and every such Case the said Company, or Body Politic or Corporate, or Person or Persons whosoever, 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, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than One Imparlance, shall be allowed; and one Moiety thereof shall be paid to the Person or Persons who shall inform or sue for the same, and the other Moiety to the Corporation or Company, or other the Person or Persons against whom any such Annoyance, Act, or Thing shall have been done or committed, or who shall have been injured thereby: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same shall be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over and above and in addition to the 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, or any Reservoir, Aqueduct, Waterway, Feeder, Pond, Springhead, 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 to the said Company, or Body Politic or Corporate, or Person or Persons whosoever, and the said Company, or Body Politic or Corporate, or Person or Persons whosoever, shall not, within Twenty-four Hours after such Notice shall have been given to them 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 Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case the said Company, or Body Politic or Corporate, or Person or Persons whosoever, shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances,

[Local.]

18 X

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 or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be levied, recovered, 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.

For stopping
the Escape of
Gas.

XLIV. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by the said Company, or by any Body Politic or Corporate, or any Person or Persons whosoever, the said Company or Body Politic or Corporate, or Person or Persons whosoever, shall at their own Expence, immediately after receiving Notice by Parol or in Writing, to be left or given at their Office or usual Place of transacting their Business, of any such Escape of Gas, from any Person whomsoever, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping; and in case the said Company, or Body Politic or Corporate, or Person or Persons whosoever, shall not within Twenty-four Hours next after such Notice by Parol or in Writing being given of any such Escape of Gas, effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the said Company or Body Politic or Corporate, or Person or Persons whosoever, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice, during which the Gas shall be suffered to escape as aforesaid; which Penalty shall from Time to Time be recoverable 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 County Palatine of *Lancaster*, or the County Palatine of *Chester* (as the Case may require), and shall and may be recovered, with all reasonable Costs and Charges, by Distress and Sale of the Goods and Chattels of the said Company, or Body Politic or Corporate, or Person or Persons whosoever, 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 herein directed touching Penalties to be recovered from the said Company.

For the Pro-
tection of
Water Pipes.

XLV. And be it further enacted, That all and every the Pipes or other Conduits to be laid or used for the Conveyance of Gas, in, under, through, along, across, or round any Road, Street, Way, Lane, or other public Passage or Place within the Limits of this Act, shall be laid at the greatest practicable Distance (and whenever the Width of the Carriageway in such Road, Street, or Place 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 Roads, Streets, Ways, Lanes, or other public Passages or Places within the Limits of this Act, (unless in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the Water Pipes of any Company of Proprietors for the Conveyance of Water), in which Cases the said Pipes of the said *Ashton-under-Lyne* Gas and Water Works Company shall, if practicable, be laid over and above such Water Pipes of any other Gas Light Company, at the greatest practicable Distance therefrom, and shall form
therewith

therewith, as near as possible a Right Angle; and in such Cases the said Gas Pipes so crossing the said Water Pipes of any Company of Proprietors for the Conveyance of Water 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 in laying down the said Gas Pipes the said Company 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 properly form the Jointing with the other Pipes to be added thereto, with proper and sufficient Materials; and shall also make and keep all and every such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively air-tight, and in every respect prevent the said Gas from escaping therefrom, upon pain of forfeiting for any such Offence the Sum of Five Pounds.

XLVI. And be it further enacted, That whenever the Water of any Company of Proprietors for the Conveyance of Water in, under, through, along, across, or round any of the said Roads, Streets, Ways, Lanes, or other public Passages or Places within the Limits of this Act, or the Water or Waters of any Person or Persons whomsoever, shall be contaminated by the Gas of the said *Ashton-under-Lyne* Gas and Water Works Company, they shall forfeit and pay for every such Offence 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 Person or Persons who shall have their Water contaminated as aforesaid; and in every such Case the said *Ashton-under-Lyne* Gas and Water Works Company shall, within Twenty-four Hours next after Notice thereof in Writing signed by any authorized Person on behalf of the Person or Persons whose Water or Waters shall be so contaminated, to be left at the usual Office of the said *Ashton-under-Lyne* Gas and Water Works Company, cause the most proper and effectual Measures to be taken to stop and prevent Gas from escaping from their Works, Mains, or Pipes, or contaminating the Water of any Company of Proprietors for the Supply of Water, or of any Person or Persons; and in case the said *Ashton-under-Lyne* Gas and Water Works Company shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent Gas from so escaping, and remove the Cause of every such Complaint, and prevent all and every such Contamination, whereof Notice shall be given as aforesaid, then and in every such Case the said *Ashton-under-Lyne* Gas and Water Works Company shall, on each and every Complaint whereof Notice shall be given as aforesaid, forfeit and pay for the Use and Benefit of any Person or Persons who shall be so injured by such Contamination as aforesaid, over and above the before mentioned Penalty of Twenty Pounds, to be recovered as aforesaid, the Sum of Ten Pounds for each and every Day during which the Water of such last-mentioned Person or Persons shall be and remain contaminated by the Gas of the said *Ashton-under-Lyne* Gas and Water Works Company; and in default of Payment thereof as aforesaid, such Penalty or Penalties shall and may be recovered by Information, to be exhibited on the Oath of One credible Witness, by and in the Name of the Treasurer, or by and in the Name of the Manager or Chief Clerk for the Time being of such Company of Proprietors for the

Company to prevent Escape of Gas and Contamination, &c. of Water.

supplying

supplying of Water, or by and in the Name of any One or more of the Directors of such last-mentioned Company, at the Option of the Party or Parties prosecuting such Information against the said *Ashton-under-Lyne* Gas and Water Works Company, before any Justice of the Peace for the County Palatine of *Lancaster* or County Palatine of *Chester* (as the Case may be), with Costs to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said *Ashton-under-Lyne* Gas and Water Works Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant.

For ascertaining if the Water is contaminated.

XLVII. And whereas it may be or become a Question upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the Gas of the said *Ashton-under-Lyne* Gas and Water Works Company; be it therefore enacted, That in every such Case it shall be lawful for such Company of Proprietors for supplying of Water to dig to and about, and search and examine the Mains, Pipes, Conduits, and Apparatus of the said *Ashton-under-Lyne* Gas and Water Works Company, for the Purpose of ascertaining whether such Contamination proceed from or be occasioned by the Gas of the said Company; and if it shall appear that the said Water has been contaminated by any Escape of Gas of the said *Ashton-under-Lyne* Gas and Water Works Company, the Costs and Expences of the said Digging, Search, and Repair of the Pavement of the Street or Streets which shall be taken up or disturbed, shall be borne and paid by the said *Ashton-under-Lyne* Gas and Water Works Company; which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Mains, Pipes, or Conduits of the *Ashton-under-Lyne* Gas and Water Works Company, then and in such Case such Company of Proprietors for the supplying of Water shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and also shall make good to the said *Ashton-under-Lyne* Gas and Water Works Company any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of the said *Ashton-under-Lyne* Gas and Water Works Company in and by such Search and Examination; the Amount of such Injury, Loss, or Damage to be ascertained and determined, if necessary, by such Justice or Justices of the Peace as aforesaid, and recoverable in like Manner as any Penalty may be recovered by virtue of this Act.

Penalty for damaging Pipes, &c.

XLVIII. And be it further enacted, That if any Person shall wilfully, wantonly, or maliciously remove, take away, break, destroy, damage, or injure any or any Part of any Pipe, Pedestal, Post, Plug, Lamp, or other Apparatus, Matter, or Thing belonging to the said Company, or shall wilfully, wantonly, or maliciously extinguish or put out any of the public Lamps and Lights, or wilfully or maliciously waste any of the Inflammable Air or Gas supplied by the said Company, every Person so offending in any one of the respective Premises, and being thereof lawfully convicted on the Oath of One credible Witness, before Two or more Justices of the Peace for the said County Palatine of *Lancaster* or the County Palatine of *Chester* (as the Case may require), shall for each separate and distinct

distinct Act or Offence herein-before enumerated, forfeit and pay to the said Company any Sum not exceeding Five Pounds, and the Amount of the Damage to be done, as the same shall be ascertained by such Justice or Justices.

XLIX. And be it further enacted, That if any Person or Persons shall carelessly or accidentally break, destroy, throw down, damage, or injure any Lamp or Lamps hung out, set up, or belonging to the said Company, or by any Person or Persons at his, her, or their private Expence, or any Pipe, Pedestal, Post, Plug, or other Apparatus, Matter, or Thing belonging thereto, or to the said Company, or waste any of the Inflammable Air or Gas supplied by the said Company, and shall not, upon Demand by the said Company, or their Clerk or Superintendant, or other Person or Persons authorized by them, make Satisfaction for the Damage done, then and in every such Case it shall be lawful to and for any One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster*, or the said County Palatine of *Chester* (as the Case may require), and he or they is and are hereby required, upon Complaint to him or them made, to summon before him the Party or Parties against whom any such Complaint shall be preferred, and upon hearing the Allegation and Proofs on both Sides, or on Non-appearance of the Party or Parties so complained against, to award such Sum or Sums of Money by way of Satisfaction to the said Company, or to such other Person or Persons (as the Case may require) for such Damages or Excess, as such Justice or Justices shall think reasonable; and in case of Neglect or Refusal to pay any Sum or Sums so awarded within Ten Days after Demand, it shall be lawful for such Justices, or any One of them, and he and they is and are hereby required to cause the same to be raised and levied by Distress and Sale of the Goods and Chattels of such Person or Persons, by Warrant under the Hand and Seal of such Justice or Justices.

Satisfaction
for accidental
Damage to
Lamps, &c.

L. And be it further enacted, That in case the said Company shall at any Time hereafter contract with any Commissioners, Assessors, Surveyors, or other Person or Persons, having the Controul or Superintendence of the several Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, or Places, or public Buildings, within the said Parish of *Ashton-under-Lyne*, or the said Township of *Dukinfield*, the said Company shall, and they are hereby directed and required to supply such public Lamps, which they shall so contract to light, with Gas of such a Quality as shall at all Times afford a cheaper and better Light than could be obtained from Oil; and whenever the said Company shall fail so to do, the Power and Authority hereby given to the said Company further to break up the Soil or Pavement of any such public Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, or Places within the said Parish of *Ashton-under-Lyne*, or the said Township of *Dukinfield*, or elsewhere, wherein such public Lamps shall be situated, shall from thenceforth during such Refusal cease and determine; and every Contract or Agreement which shall be entered into for lighting with Gas such public Lamps by the said Company shall contain a Clause, providing that it shall be obligatory on the said Company that such public Lamps shall at all Times be better and cheaper lighted by the said Company than could be done by Oil.

Gas to be
supplied
cheaper than
Oil Light.

Service Pipes
to be kept
fully charged
with Gas.

LI. Provided always, and be it further enacted, That the Branch or Service Pipes which shall be put up by the said Company for lighting such public Lamps, under any Contract or Agreement with the said Company, shall be kept fully charged with Gas; and the Stopcocks shall be so formed and turned as not to impede or prevent the said Branch or Service Pipes being completely filled with Gas during the Time the same public Lamps shall be lighted.

If Contracts
be not duly
performed
they may be
determined
by Three
Months
Notice.

LII. And be it further enacted, That if the said Company shall contract with any such Commissioners, or Assessors, or Surveyors, or other Party or Parties as aforesaid, for lighting the several Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, or Places within the said Parish of *Ashton-under-Lyne*, or Township of *Dukinfield*, or any or either of them, or any Part of them respectively, or any public or other Buildings therein, and shall not duly perform such Contract, then and in such Case it shall be lawful for such Commissioners or Assessors, Surveyors, or other Party or Parties, to determine such Contract, giving Three Calendar Months Notice thereof; and then and in such Case, and also at the Expiration of any Contract so to be made, it shall be lawful for the said Company, at the Expiration of such Contract or Determination thereof, by such Notice, to remove the Mains, Pipes, Cocks, Plugs, Branches, Lamp Posts, Lamp Irons, and other Materials belonging to the said Company, and employed in lighting such Streets, Squares, Market Places, Courts, Yards, Passages, Lanes, Highways, or Places within the said Parish or Township, or either of them, or any public or other Buildings therein as aforesaid.

In case of
Determina-
tion of Con-
tracts,
Streets, &c.
to be made
good by the
Company.

LIII. Provided always, and be it further enacted, That in all and every Case where the Contract or Contracts so to be made and entered into by the said Company shall be determined as aforesaid, and the Mains, Pipes, Cocks, Plugs, Branches, Lamp Posts, Lamp Irons, and other Materials belonging to the said Company shall be taken away and removed by them accordingly, the said Company shall and they are hereby required to make good and repair the Pavements and Roads which shall have been opened or broken up by them for that Purpose without Delay; or in default thereof, the same shall and may be repaired and made good by the Commissioners, or Assessors, or Surveyors, acting in the Execution of the said Acts for paving, lighting, and watching the said Town, Township, or Parish, or the Surveyors of the Highways for the same, or other Person or Persons having the Right of Soil in such Pavements or Roads, and the Costs and Charges attending the same shall be paid by the said Company, and be recovered as herein-after mentioned.

Recovery of
Rent.

LIV. 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 the Benefit of the said Gas in their private Dwellings, Shops, Inns, Taverns, or other Buildings or Manufactories, shall refuse or neglect, for the Space of Ten Days next 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 Hand and Seal of any One Justice of the Peace for the said County Palatine of *Lancaster*, or the said County Palatine

Palatine of *Chester* (as the Case may require), 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 neglecting or refusing to pay the same, rendering the Overplus, if any, upon Demand, to such Person or Persons so refusing or neglecting, after the necessary Charges of making such Distress and Sale shall be first deducted.

LV. And be it further enacted, That it shall be lawful for the said Company and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, to make, complete, and maintain Water Works, Aqueducts, Reservoirs, Water Wheels, and Steam Engines, and other Engines, Main Pipes, and other Works necessary for the Purposes of this Act, in the said Parish of *Ashton-under-Lyne*, and the several Streets and Roads therein; for supplying the Town of *Ashton-under-Lyne* aforesaid, and the Neighbourhood thereof, in the said Parish of *Ashton-under-Lyne*, with Water from the said Springs at or near *Tombottom*, in the Hamlet of *Luzley*, in the said Parish of *Ashton-under-Lyne*, and from Reservoirs to be formed in the said Parish in Situations convenient for receiving Fresh Water, and sufficiently elevated above the said Town of *Ashton-under-Lyne*; and the said Company are hereby fully empowered, by themselves, their Deputies, Agents, Workmen, or Servants, to supply the said intended Water Works, Aqueducts, Reservoirs, and other Works, whilst the same shall be making, and at all Times for ever after the same shall be made, with Water from the said Springs, or in any other Manner; and to make such and so many Feeders, Tunnels, and Shafts, and to make, erect, and set up so many Sluices, Weirs, Engines, Steam Engines, and other Machines, for supplying the said Water Works with Water, and for any other Purposes for the making, maintaining, and using of such Water Works, as they the said Company and their Successors shall from Time to Time think proper and expedient; and for the Purpose of doing the same, and of distributing such Water to the different Inhabitants, and effectuating the several Purposes of this Act, it shall be lawful for the said Company and their Successors, and to and for their Agents, Officers, Workmen, Servants, and other Persons whom they shall employ, to dig and break up the Soil and Pavements of any of the Roads, Highways, Footways, Streets, Lanes, Alleys, Passages, and public Places within the said Parish of *Ashton-under-Lyne*, and to sink and lay Mains, Pipes, Trunks, and other Conveniences in such Places and in such Manner as shall be necessary for the Purposes aforesaid; and from Time to Time to alter the Position of, and to repair, relay, and maintain such Mains, Pipes, Trunks, Stopcocks, and Plugs, and do all such other Acts, Matters, and Things as they the said Company and their Successors shall from Time to Time and at any Time think necessary and convenient for completing, amending, repairing, improving, and using the Water Works authorized by this Act to be made, done, and provided, according to the true Intent and Meaning thereof; and the said Company are hereby empowered to make such Engines, Engine Houses, and other Buildings and Works, and all such Cisterns, Ponds, Basins, Main Pipes, Rider Pipes, Hand Pipes, Stand Pipes, Service Pipes, Branches of Lead and other Metal, Cocks, Chamber Cocks, Cocks in common, Stopcocks, Valves, Fire Plugs, Air Plugs, Fire Cocks, Mains, Feeders, Fanapers, and Pumps, as the said Company shall think requisite for

Company
empowered
to make
Water Works.

for the several Purposes of the said Undertaking; and also from Time to Time to divert, alter, repair, widen, enlarge, amend, and discontinue the same, they the said Company, their Agents, Deputies, Officers, Workmen, and Servants, doing as little Damage as may be in the Execution of the Powers hereby granted to them, and making Satisfaction in Manner herein-after mentioned to the Owners, Proprietors, and all other Persons interested in the Lands, Tenements, Water, and Hereditaments respectively, which shall be used for the Purposes of this Act, or which shall be injured or damaged by Means of the Exercise of any of the Powers hereby granted, or to be by them sustained by reason of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company, and their Agents, Officers, Servants, Workmen, and Assistants, and all other Persons whomsoever, for what they or any of them shall do or cause to be done under or by virtue of the Powers hereby granted.

Company not to enter Gardens or Orchards, &c. without Consent.

LVI. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person or Persons acting under or by their Authority, to enter into, take, use, injure or damage, in the Exercise of any of the Powers herein contained, any House or other Buildings which were erected and built before the passing of this Act, or any Land or Ground which at or before that Time was set apart and used as and for a private Yard, Garden, Orchard, Park, Paddock, Pleasure Ground, planted Walk, or Avenue to a House, without the Consent of the Owner or Owners thereof for the Time being in Writing first had and obtained.

Owners of Buildings authorized to lay Pipes to Mains.

LVII. And be it further enacted, That such of the Owners of Buildings within or Inhabitants of the Parish of *Ashton-under-Lyne* aforesaid, and the several Streets and Roads adjoining thereto, as shall be desirous of having Water conveyed in Pipes into their Houses, Yards, or Offices, may and are hereby authorized and empowered at their own Expence, (having given Six Days previous Notice in Writing of his or their Intention so to do to the said Company, and having first obtained the Consent in Writing of the Owner or Owners, Occupier or Occupiers of any inclosed Lands or Grounds in which such Pipes shall be placed), to open the Ground between the said Company's Main Pipes, Aqueducts, and the respective Houses, Buildings, and Yards of such Owners or Inhabitants, and to lay down Leaden or other proper Pipes of the Bore of Three Quarters of an Inch, or of a greater Bore if the said Company shall consent thereto, from such House, Yards, or Offices, to communicate with the said Aqueducts or Main Pipes, such respective Owners of Buildings or Inhabitants agreeing to pay and paying to the said Company yearly, or in shorter Periods, such Rate or Rates, Sum or Sums of Monies, for such Privilege and Water, not exceeding the Rates herein-after mentioned, as may be fixed or set thereon by the said Company; and in case of Default in Payment of any such Sum or Sums of Money which may be so fixed by the said Company, or agreed to be paid, the same shall be recovered by the said Company, with Costs, by Distress and Sale of the Goods and Chattels of the Person or Persons respectively liable to pay the same, in the same Manner as Rents in Arrear upon common Demises may be recovered, or by Action of Debt or on the Case, with full Costs of Suit: Provided also, that it shall not be lawful for the said

Company to refuse to any such Owner or Inhabitant wishing for the same, and being willing to comply and complying with the Terms and Conditions in this Act contained, a Supply of Water from the said Works; nor shall the said Company be at liberty to charge, or directly or indirectly take or receive, any greater Rate or Rates for the Supply of the said Water than herein-after mentioned; that is to say, where the annual Rack Rent or Value of the House or Building, Yard or Offices, to be supplied with Water, shall not exceed Ten Pounds, at and after the Rate of Twenty Shillings a 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 and 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 and Fifteen Shillings *per* Year; and where the annual Rack Rent or Value shall be above Forty Pounds, and shall 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 and 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 and 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; except for each House, Building, Yard, or Office occupied by an Innkeeper, Victualler, Livery Stable Keeper, Maltster, Brewer, Distiller, Dyer, Hatter, Woolcomber, or other Person who shall use large Quantities of Water in his or her Trade or Business, and in every such Case such Sum as the said Company shall think reasonable.

Limiting the Amount of Rates.

LVIII. Provided always, and be it further enacted, That where several Messuages, Cottages, or 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 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 or they would be liable to pay for the same, if each of such several Messuages, Cottages, Dwelling Houses or Tenements, were separately supplied with Water by a distinct Branch Pipe from the Works of the said Company; such several Rates or Rents in case of Nonpayment to be recovered as herein-before mentioned.

Regulating the Payment of Rates where several Dwelling Houses are supplied by One common Branch Pipe.

LIX. And be it further enacted, That it shall be lawful for the Engineer, or other Person or Persons acting by or under the Authority of the said Company, or of their Committee of Management, at all seasonable Times in the Day-time, upon giving Twenty-four Hours previous Notice of his or their Intention, to enter into any House, Building, or other Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company, or if the Pipes or Cocks for supplying such House, Buildings, or other Premises be in

For preventing undue Waste of Water.

[Local.]

18 Z

good

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

Penalty for
not supplying
Water to
Inhabitants.

LX. And be it further enacted, That in case the said Company of Proprietors shall neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling in any Road, Street, or Place, where the Pipes of the said Company shall be laid, with Water for the Use of his or her own Family, at the Rate aforesaid, for the Space of Five Days (after Demand in Writing shall have been made by such Inhabitant to the said Company for such Supply of Water, and Tender made to the said Company 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, 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 County Palatine of *Lancaster*, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, and also the further Sum of Five Pounds for every Week the said Company shall continue to refuse such Supply ; to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Cisterns and
Stopcocks
to be pro-
vided, if re-
quired by
the Com-
pany.

LXI. And be it further enacted, That every Person or Persons supplied with Water by virtue of this Act shall, upon having One Calendar Month's Notice in Writing from the said Company, or their Committee of Management for such Purpose, have a Cistern for receiving Water, and in such Cistern or Receptacle for Water shall attach and fix a Ball Cock, or other Self-acting Cock, to the Pipe conveying Water from the Reservoirs or Pipes belonging to the said Company into such Cistern or other Receptacle, and shall repair and renew the same as often as shall be necessary, in order to prevent the Water running to waste when such Cistern and other Receptacle shall be full ; and the Person or Persons neglecting to attach and fix, and repair or renew, such Ball Cock or Self-acting Cock, shall forfeit to the said Company any Sum not exceeding Five Pounds for every Offence ; and any Officer specially authorized by the said Company, or their Committee of Management, shall have free Access in the Day-time, after having given Twenty-four Hours Notice of his Intention to view the Premises to be supplied as aforesaid, to see that such Ball Cocks or other Self-acting Cocks are kept in proper and sufficient Repair and Condition ; and such Penalty of Five Pounds shall and may be recovered before any One or more of His Majesty's Justices of the Peace within their respective Jurisdictions.

Power to cut
off the Water
in certain
Cases.

LXII. And be it further enacted, That if any Person or Persons shall negligently suffer any of his, her, or their Pipe or Pipes, Drains or Aqueducts, which shall communicate with any of the Reservoirs, Pipes,

or Aqueducts of the said Company, or the Cocks belonging thereto, to be out of Repair, so as to let the Water run waste and useless, or shall neglect to repair the same within Twenty-four Hours after being required so to do by any of the Agents or Workmen of the said Company; or if any Person or Persons shall make Default in Payment of the Water Rent agreed or fixed to be paid by such Person or Persons by the Space of Ten Days after the same shall be lawfully demanded; or in case it shall at any Time be found necessary, for the Alteration or Amendment of the Pipes or Works of the said Company, it shall be lawful for the said Company to cause any such Pipes, Drains, or Aqueducts, so communicating with any of the Reservoirs, Pipes, or Aqueducts of the said Company, to be separated from the Reservoirs, Aqueducts, and Pipes of the said Company, and the Water to be stopped from issuing or running therefrom into such Pipes, Drains, or Aqueducts so authorized to be separated: Provided always, that whenever the said Company shall cause any such Pipes, Drains, or Aqueducts, which shall communicate with any of the Reservoirs, Pipes, or Aqueducts of the said Company, to be separated, and the Water to be stopped from issuing or running therefrom into such Pipes, Drains, or Aqueducts, by reason of any Alteration or Amendment of the Pipes or Works of the said Company being necessary, the said Company shall make such Alteration or Amendment, and at their own Expence restore the Communication of such Pipes, Drains, or Aqueducts, with the Reservoirs, Aqueducts, and Pipes of the said Company, and permit the Water to issue therefrom and run again into such Pipes, Drains, or Aqueducts, as soon as conveniently may be.

LXIII. And be it further enacted, That the said Company shall and they are hereby required, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place for supplying the same with Water, to fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipes, One or more proper and sufficient Fire Plug or Fire Plugs in each Street, Passage, or Place supplied with Water from such Main or Mains, according to the Length of such Street, Passage, or Place, and not less than One such Fire Plug for every Five hundred Yards in Length of such Street, Passage, or Place, and shall for ever afterwards, whilst such Main Pipe shall remain in such Street, Passage, or Place, keep such Fire Plug or Fire Plugs in proper Repair, Order, and Condition, at their own Costs and Charges, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plugs shall be finished, the said Company shall immediately deliver a Key or Keys of such Fire Plug or Fire Plugs at each and every House or Place in the said Parish of *Ashton-under-Lyne*, wherein any Engine shall be kept for the extinguishing of Fires.

Regulating
the placing of
Fire Plugs.

LXIV. And be it further enacted, That in case any of the Inhabitants of the said Town of *Ashton-under-Lyne*, or the Neighbourhood thereof, shall be desirous of and shall apply to the said Company for a Key or Keys of the Mains, Plugs, or Services belonging to the said Water Works, in order that such Key or Keys may be kept in some proper Place, to be agreed upon at a Vestry of the Inhabitants of the said Parish of *Ashton-under-Lyne*, to the End that thereby in cases of Fire the Supply of Water from the said Works may be more easily and readily obtained, the said

Company to
provide Keys
of Plugs, &c.

Company

Company shall be bound and obliged to furnish such Key or Keys, in order to their being so kept; and in case the said Company shall refuse to furnish or supply such Key or Keys, they shall forfeit for every such Refusal the Sum of Five Pounds, which Penalty shall and may from Time to Time be recovered before any of His Majesty's Justices of the Peace within their respective Jurisdictions.

Directing
how Pipes
shall be laid
upon Bridges,
&c.

LXV. Provided always, and be it further enacted, That it shall not be lawful for the said Company to lay any Pipe or Pipes, or other Apparatus for conveying Gas or Water, or any other Article, Matter, or Thing belonging to such Company, over, across, or upon any public Bridge or Bridges, or within or under any Part of the Roads belonging thereto, unless such Pipe or Pipes, or other Apparatus, shall be conveyed under the Footpaths of such Bridge or Bridges and Roads, and within Brick or Stone Soughs, and such Soughs to be set in Lime Mortar, and be covered with good and sufficient Flags to form Part of such Footpaths; provided also, that the 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 to the said Pipes, Apparatus, Matters, and Things, 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 Gas or Water being thereby interrupted, suspended, prevented, or in any manner injured.

Making good
the Ground,
Pavement,
or Roads
broken for
the Purposes
of this Act.

LXVI. Provided always, and be it further enacted, That whenever any Ground, Highway, or Pavement shall be opened or broken up, either by the said Company or by any other Person or Persons, for laying, taking up, or repairing any Mains, Pipes, Plugs, Cocks, Stopcocks, Syphons, Branches, or other Apparatus, or any Aqueduct or Pipe, by virtue of this Act used or intended to be used for the supplying of Gas or Water, the Workmen employed in laying, taking up, or repairing any such Mains, Pipes, Plugs, Cocks, Stopcocks, Syphons, Branches, or other Apparatus, or any Aqueducts or Pipes, shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Ground, Pavements, and Roads, and carry away the Rubbish occasioned by such Works, and repair any Damage arising from any Drains, Sewers, or Cuts which may be made for carrying off the Washings or waste Liquids aforesaid, without any Delay, and shall in the meantime fence or guard, and affix and maintain Lights during the Night and all Night, at or near the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages; provided also, that if there shall be any wilful or negligent Delay in the said Company, or any of their Agents or Servants, or any other Person or Persons acting by or under the Authority of this Act, in filling in any such Ground, or removing Rubbish, or making good any such Ground, or Pavements, or Roads, or in fencing and guarding the same, or affixing and maintaining such Lights as aforesaid, then and in every such Case it shall be lawful for any Owner or Occupier of the Ground, or the Trustees or Commissioners under whose Jurisdiction, Care, or Management such Pavements or Roads now are or hereafter shall be respectively, or their Surveyor or Surveyors, or the Surveyor of the Highways or Bridges, or any other Person or Persons acting

acting by or under the Authority of the said Owners, Occupiers, Commissioners, or Trustees respectively, to fill in such Ground, and remove such Rubbish, and to repair and make good such Ground or Pavement so broken up, and properly to fence or guard any such Trench or Excavation, and to place and maintain such Light or Lights during the Night, as to him or them shall seem necessary, and the reasonable Costs and Charges thereof shall be paid by the said Company or their Treasurer; and in default of Payment thereof for Thirty Days next after Demand shall be made by such Surveyor or Surveyors, or other Persons acting by or under the Authority of the said Owners, Occupiers, Commissioners, or Trustees respectively, Proof of such Demand being made by the Oath of One credible Witness before One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster*, or County Palatine of *Chester* (as the Case may be), all such reasonable Costs and Charges, together with any Sum not exceeding Five Pounds by way of Penalty, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, or such other Person or Persons, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, and which Warrant such Justice or Justices is and are hereby empowered to grant, and such Costs, Charges, and Expences shall be paid to such Owners, Occupiers, Commissioners, Trustees, or Surveyor, or their Treasurer respectively.

LXVII. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, Waterway, Feeder, or Pond, being the Property of the said Company, and made, maintained, or supported by virtue of this Act, or wash any Dog or other Animal therein, or throw or cast therein any Dog or Cat, or any Filth, Dirt, or other noisome or offensive Matter or Thing, or wash or cleanse therein any Cloth, or any Wool or Leather, or the Skins of Sheep, Lambs, or other Animals, or any noisome or offensive Thing, 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 into any of the Brooks, Streams, or Springs communicating therewith, or cause any other Injury to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Brook, Stream, Spring, Feeder, or Pond, whereby or by means whereof the said Water or any Part thereof shall or may be soiled, fouled, or corrupted, then and in each and every such Case every such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds.

For preserv-
ing Water
clean and
wholesome.

LXVIII. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said Company, or their Agents, Officers, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Exercise of any of the Powers and Authorities in this Act authorized or contained; or if any Person whomsoever shall wilfully or maliciously let off or discharge any Water, so that the same shall run waste out of or from any of the Cisterns, Reservoirs, Mains, Pipes, or Aqueducts hereby authorized to be made; or shall wilfully or maliciously break, throw down, injure, damage, or destroy any Cisterns, Reservoirs, Aqueducts, Mains, Pipes, Drains, Plugs, Cocks, Works, Matters, or Things belonging to or the Property of the said Company, made or to be made and provided in pur-

Punishing
Persons in-
terrupting
Workmen in
the Execution
of the Act,
or wasting
the Water.

stance of this Act, or for the Purpose of the Execution of the Powers herein contained; or if any Person or Persons supplied with Water by virtue of this Act shall wilfully permit any other Person or Persons, not being so supplied, to take any Water at the Pipes or Reservoirs of the said Company, or shall supply any other Person or Persons with any Water from such Pipes or Reservoirs, or shall, by negligently suffering his, her, or their Pipes or Aqueducts, or the Cocks belonging thereto, to be out of Repair; occasion the Water thereby supplied to run waste; then and in every such Case the Person so offending, as aforesaid shall forfeit and pay for every such Offence to the said Company any Sum not exceeding Ten Pounds, according to the Discretion and Decision of the Justice or Justices of the Peace before whom the same shall be recovered, and above paying the full Amount of the Damage sustained by the said Company by the Acts or Means in respect of which such respective Penalties shall be incurred.

Not to extend to Water used to extinguish Fires.

LXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any of the Water supplied or collected under the Authority of this Act from being used to extinguish any Fire or Fires whatsoever that may have communicated to any Building or Buildings, or any Rick or Ricks, Stack or Stacks of Hay, Corn, or other Produce, or any Waggon, Cart, or other Carriage, or any Matter, Cause, or Thing therein contained, or shall be in Danger of being so communicated, in manner herein-before directed; or during any Time that the Pipe or Pipes, Cock or Cocks belonging to any Person or Persons, supplied with Water by virtue of this Act shall or may happen to be out of Repair; and no Person supplied with Water shall be liable to any Penalty or Payment for supplying any other Person or Persons with Water for the Purposes last aforesaid.

Penalty on destroying Works.

LXX. And be it further enacted, That if any Person or Persons shall knowingly, wilfully, or maliciously break, throw down, damage, or destroy any Building, Apparatus, Bank, Fence, or other Work to be erected, made, or maintained by virtue of this Act, then and in every such Case every such Person shall be adjudged guilty of Felony, and the Court by and before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person or Persons to be transported for the Term of Seven Years, or in Mitigation of such Punishment such Court may award such Sentence as the Law directs in Cases of Petit Larceny.

Power to contract for the Purchase of Lands and Buildings.

LXXI. And be it further enacted, That it shall be lawful for the said Company or their Committee of Management, and they are hereby empowered to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments which they may require for the Purposes of this Act, or any Estate, Right, or Interest therein, with any Body or Bodies Politic, Corporate, or Collegiate, or any Tenant or Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives (not being a Term or Terms of Years at Rack Rent), or with any Feoffees in Trust, Executors or Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, or other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their

Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also with all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any Person or Persons whomsoever who shall be willing to sell the same, or his, her, or their Right or Interest in the same, for the Uses and Purposes of this Act, without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or any other Law or Statute whatsoever; and also in case of a Resale of the said Lands, Tenements, or Hereditaments, or any of them, under the Provision hereafter in that Behalf contained, to purchase and hold other Lands, Tenements, or Hereditaments in like Manner: Provided always, that nothing herein contained shall authorize or empower the said Company to purchase or hold at any one Time, for the Purposes of the said Gas Works hereby authorized to be erected, any greater Quantity of Land than Two Statute Acres, or to authorize or empower the said Company to purchase or take for any such Purpose any Lands, Tenements, or Hereditaments, without the Consent in Writing of the Owners and Occupiers thereof respectively first had and obtained.

LXXII. And be it further enacted, That it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives (not being a Term or Terms at Rack Rent), and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts respectively, whether Infants or Issue unborn, Lunatics, Idiots, or Femes Covert, or other Person or Persons under any Disability of acting for himself, herself, or themselves, and also to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and to and for all and every Person and Persons whomsoever who are or shall be seised, possessed of, or interested in any Lands, Tenements, or Hereditaments, or any Part thereof, which shall be thought necessary or convenient by the said Company to be purchased for the Uses and Purposes of this Act (but under such Restrictions as to Quantity as aforesaid), to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, or any Estate or Interest therein, and to sell and to convey all or any Part thereof, and all or any Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances, which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or without any other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Possibility, Claim, and Demand whatsoever of their said several Cestuique Trusts, and of all Persons whomsoever claiming or to claim by, from, or under him, her, or them, or claiming or to claim in Remainder or Reversion expectant on any such or particular Estate, or by way of executory

Devise

to treat, contract, and agree with the said Company for the Sale thereof, or of any Part thereof, or any Estate or Interest therein, and to sell and to convey all or any Part thereof, and all or any Estate, Right, Title, and Interest whatsoever of, in, and to the same, to the said Company, for the Purposes of this Act; and all Contracts, Bargains, Sales, and Conveyances, which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or without any other Conveyances or Assurances in the Law whatsoever, and without Enrolment, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person and Persons conveying, but also to convey all Right, Estate, Interest, Use, Property, Possibility, Claim, and Demand whatsoever of their said several Cestuique Trusts, and of all Persons whomsoever claiming or to claim by, from, or under him, her, or them, or claiming or to claim in Remainder or Reversion expectant on any such or particular Estate, or by way of executory

Incapacitated Persons, empowered to sell.

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

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

LXXIII. And whereas a Map or Plan, describing the Line and Situation of the said intended Aqueducts, Reservoirs, and Pipes, and the Lands through and in which the same are intended to be carried and made, and a Book of Reference, containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, have been deposited at the Office of the Clerk of the Peace for the said County Palatine of *Lancaster*; be it further enacted, That the said 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 shall at any reasonable Time have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, on paying to the said Clerk of the Peace or his Deputy One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies or Extracts; and the said Company shall not, in making such Aqueducts, or laying such Pipes, deviate more than One hundred Yards from the Line or Course so described, nor make any Reservoir in any other Lands, Grounds, or Situations than so described, without the Consent in Writing of the Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, through or in whose Lands such Deviations shall be made.

Omissions or Errors in the Book of Reference not to impede the Execution of this Act.

LXXIV. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Reservoirs, Aqueducts, Conduits, and Works, into, upon, through, across, or over the several Lands or Grounds of any Person or Persons who is or are or may be Owner or Owners, Occupier or Occupiers of Land described in the said Map or Plan, although the Name or Names of such Person or Persons may happen to be omitted, or by reason of any Error in the said Book of Reference, in case it shall appear to any Two or more Justices of the Peace for the said County Palatine of *Lancaster*, and be certified by Writing under their Hands, that such Error or Omission proceeded from Mistake.

Providing in Cases of Refusal to treat or contract

LXXV. And be it further enacted, That if any Body Politic, Corporate, or Collegiate, or any Corporation, whether Aggregate or Sole, 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,

Owners, Occupier or Occupiers, or other Person or Persons whomsoever interested in any Lands, Tenements, or Hereditaments which are described or intended so to be in the said Map or Plan and Book of Reference, and which the said Company are enabled to purchase for the Purpose of making Aqueducts, Reservoirs, and other Works for supplying with Water the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, shall refuse to treat, contract, or agree as aforesaid, or by reason of Absence or otherwise shall be prevented from treating, contracting, or agreeing, or shall decline or refuse to sell, convey, and dispose of such Premises, whereof or wherein or whereunto they respectively shall be so seised, possessed, interested, or entitled as aforesaid, or of their respective Rights, Titles, Claims, or Interests in, to, or upon the same, or any Part thereof, unto the said Company, or to such Person or Persons as they shall nominate for the Purposes, 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 such Premises whereof they are in the Possession, or to the Interest they claim therein, to the Satisfaction of the said Company, as the Case may be; or if any Dispute or Difference shall arise touching the Value or Amount of the Compensation to be made on such Purchase or Purchases, or touching any Damages to be occasioned in the Execution of this Act; then and in every such Case the said Company are hereby empowered and authorized, Twenty-eight Days at least before any General or Quarter Sessions of the Peace to be holden for the said County Palatine of *Lancaster*, to give or cause to be given to the Owner or Proprietor of the Lands, Tenements, or Hereditaments intended to be purchased, or to which any Damage may have been occasioned in the Execution of this Act, or to the principal Officer or Officers of such Bodies Politic, Corporate, or Collegiate, or to leave or cause to be left at the House of the Tenant in Possession of such Lands, Tenements, or Hereditaments, Notice in Writing denoting and particularly describing the Lands, Tenements, or Hereditaments intended to be purchased, or the Nature of the Damage sustained, and purporting that such Value, Compensation, or Damage is to be adjusted and settled by a Jury at such Sessions, or at some Adjournment thereof; and every such Owner or Proprietor, Officer or Officers, Occupier or Occupiers as aforesaid, are also hereby authorized and empowered, Twenty-eight Days at least before any such General or Quarter Sessions of the Peace as aforesaid, to give or cause to be given to the said Company Notice in Writing, denoting and particularly describing the Lands, Tenements, or Hereditaments which may have been set out, taken, or used by the said Company for the Purposes of this Act, and any Damage or Injury complained of or sustained by such Owner, Proprietor, or Occupier, Owners, Proprietors, or Occupiers, to his, her, or their Lands, Tenements, or Hereditaments, by reason or in consequence of any thing done by the said Company, their Workmen or Servants, by virtue or under the Powers and Authorities of this Act, and purporting that the Value of such Lands, Tenements, or Hereditaments so taken as aforesaid, and Compensation for such Damage or Injury so done as aforesaid, as the Case may be, is intended to be adjusted and settled by a Jury at such Sessions, or at some Adjournment thereof; and the Justices at the said Sessions, or any Adjournment thereof, upon Proof, to them made of any such Notice as aforesaid having been given or left, are hereby authorized and required to swear and 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 Lands, Tenements, or Hereditaments mentioned and comprised in the said Notice so given, and the Recompence to be awarded or given in respect thereof, or of any Damages or Injuries to be mentioned and set forth in such Notices respectively, and to which said Jury the said Company and all Persons interested shall have their lawful Challenges; and the Jury being so sworn and charged as aforesaid, and after proper Evidence on Oath to them given concerning the Matter in question, shall by their Verdict assess the Value, Damages, and Recompence to be given in respect of such Lands, Tenements, Hereditaments, Damages or Injuries respectively; and such Verdict of the said Jury, and the Judgment of the said Justices upon the same, shall be final, binding, and conclusive to all Intents and Purposes upon the said Company, and upon all Person and Persons interested in the Lands, Tenements, and Hereditaments or Matter in question; and such Verdict, and the Judgment of the Justices thereupon, shall be fairly entered and kept among the Records of the Sessions of the said County Palatine of *Lancaster*; and the same or true Copies thereof shall be 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 take Copies thereof, paying Eight-pence for every Seventy-two Words, and so in proportion for any greater or less Number of Words.

In case Money awarded is not paid within Three Months, the same to be recoverable by Action at Law or by Distress.

LXXVI. Provided always, and be it further enacted, That in case the Sum or Sums so assessed by the said Jury, and ordered and adjudged to be paid by the said Company, as a Satisfaction or Compensation to the Owners, Occupiers, or others for their respective Interests, shall not be paid, tendered, left or deposited, according to the true Intent and Meaning of this Act, within Three Calendar Months after the same shall have been so assessed, ordered, and adjudged, then and in such Case the Money so awarded as aforesaid shall and may be recovered and levied either by Action at Law in any of His Majesty's Courts of Record at *Westminster* or Court of Common Pleas at *Lancaster*, or by Distress and Sale of the Goods and Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County Palatine of *Lancaster*, 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 or on behalf of the Party or Parties entitled to receive such Sum or Sums of Money.

Expences of Jury and Witnesses by whom to be paid.

LXXVII. And be it further enacted, That all the Expences of causing and procuring such Satisfaction, Recompence, or Compensation to be assessed and awarded as aforesaid, and of so assessing and awarding the same, shall be settled by some Justice of the Peace of the County or Place in which such Assessment or Award shall be made, not interested in the Matter in question, (who is hereby authorized and required to settle the same at a Time and Place to be by him appointed, after summoning the Parties interested therein to attend him for that Purpose); and such Expences shall be paid as herein-after is mentioned; (that is to say), if a Verdict shall be given for a greater Sum as a Satisfaction for the absolute Sale of any Houses, Buildings, Lands, Tenements, or Hereditaments, or any Share or Shares, Estate or Estates, Interest or Interests therein, or Charge or Charges thereon, or as a Compensation or Recompence for any

Damage done or to be done to any Houses, Buildings, Lands, Tenements, or Hereditaments, as aforesaid respectively, than shall have been previously offered by or on the Behalf of the said Company, or if a Verdict shall be given for any Sum or Sums of Money as a Compensation for any Damages (when the Dispute is respecting Damages only), and where no Compensation shall have been previously offered by or on the Behalf of the said Company, or in case, by reason of Absence or other Impediment or Disability, there shall not be found any Person or Persons at hand legally capacitated to contract with and make Conveyance to or receive Compensation from the said Company, then such Expences shall be paid by the said Company; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall be demanded, then the same shall and may be levied and recovered, by Distress and Sale of any Goods and Chattels vested in the said Company, or of any Goods or Chattels vested in the Treasurer to the said Company appointed in pursuance of this Act (unless such Treasurer shall pay such Costs and Expences out of any Money received by him by virtue of this Act, and which he is hereby authorized to do), under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place in which the same shall be, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Costs and Expences; and if any Verdict shall be given for the same, or for a less Sum of Money than shall have been previously offered by or on behalf of the said Company, or for Damages, (where the Dispute is for Damages only), one Moiety of the said Expences shall be paid by the said Company, and may be recovered in manner aforesaid, and the other Moiety thereof shall be paid by the Body or Bodies Politic, Corporate, or Collegiate, Person or Persons entitled to or claiming such Satisfaction, Recompence, or Compensation, and the said Company are hereby authorized and empowered to deduct and retain the said Moiety of the said Expences out of the Sum or Sums of Money so to be assessed or awarded as aforesaid, or out of any Part thereof, and the Payment or Tender of the Remainder of all such Sum or Sums of Money shall be deemed and taken, to all Intents and Purposes, to be a Payment or Tender of the whole Sum or Sums so assessed or awarded as aforesaid; and in case no Damages shall be given by any Verdict where the Dispute is for Damages only, such Expences shall be paid by the Body or Bodies Politic, Corporate, or Collegiate, Person or Persons claiming Damages, and shall be recovered by the said Company in the same Manner as is herein-after provided for the Recovery of any Penalty or Forfeiture incurred by or under this Act.

LXXVIII. Provided always, and be it further enacted, That when and as often as any Sum or Sums of Money shall be payable in pursuance of this Act, as or for the Costs of such Inquest, and such Sum or Sums of Money shall not be paid by the said Company, or Party or Parties required to pay such Costs, to the Party or Parties entitled to receive the same, within Fourteen Days after Demand in Writing shall have been made, then and in such Case the Amount of such Costs shall and may be recovered and levied, either by Action at Law in any of His Majesty's Courts of Record at *Westminster*, or Court of Common Pleas at *Lancaster*, or by Distress and Sale of the Goods and Chattels vested in the

In case of Nonpayment of Costs of Inquest, the same to be levied by Distress of the Goods of the Company or Party required to pay the same.

said Company by virtue of this Act, or of the Goods and Chattels of the Party or Parties required to pay the same Sum or Sums of Money (as the Case may be), under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County Palatine of *Lancaster*, 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 or on behalf of the Party or Parties entitled to receive such Sum or Sums of Money.

Directing
Application
of Purchase
Money when
amounting to
200*l.* and
upwards.

1 G. 4. c. 35.

LXXIX. And be it further enacted, That if there shall be any Money to be paid for any Lands, Tenements, or Hereditaments, purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to any Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life, or in Tail, or for Years, Trustee, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity as aforesaid, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of His Majesty's Court of Exchequer at *Westminster*, to be placed to his Account *ex parte* the *Ashton-under-Lyne* Gas and Water Works Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His present Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and when so paid in, there remain until the same shall, by Order of the said Court made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances; or Part thereof, as the said Court shall authorize to be paid, affecting the said Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing and being settled therewith to the same or the like Uses, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary, or until the same shall, upon the like Application, be laid out in a summary Way by Order of the said Court in the Purchase of other Messuages, Lands, Tenements, and Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents and Purposes, and in the same Manner as the Messuages, Lands, Tenements, and Hereditaments, which shall be purchased, taken, or used for the Purposes of this Act, stood and were settled and limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Order can be made, the said Money may, by Order of the said Court, upon Application thereto as aforesaid, be invested by the Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities, or other Government Securities; and in the meantime and until the said Bank Annuities or other Government Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce

Produce of the Consolidated or Reduced Bank Annuities, or other Government 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 the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, conveyed, and settled.

LXXX. Provided always, and be it further enacted, That if any Money so to be paid for any Lands, Tenements, or Hereditaments to be purchased; taken, or used for the Purposes aforesaid, and belonging to any Body Corporate, Collegiate, or Ecclesiastical, Tenant for Life or in Tail or for Years, Trustee, Feme Covert, Infant, Lunatic, or any Person or Persons 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 Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in Cases of Infancy, Idiocy, or Lunacy, or other Incapacity, to be signified in Writing under their respective Hands, be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of His Majesty's said Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be named by the Person or Persons making such Option, and approved of by Three or more of the Committee of Management of the said Company, (such Nomination and Approbation to be signified by Writing under the Hands of the nominating and approving Parties), in order that such Principal Money, and the Dividends to arise thereon, or the Interest thereof, may be applied in Manner herein-before directed with respect to the Money so to be paid into the said Bank in the Name of the Accountant General of the Court of Exchequer, but without obtaining or being required to obtain, any Order of the said Court touching the Application thereof.

Application of Money when less than 200*l.* and exceeding 20*l.*

LXXXI. Provided also, and be it further enacted, That where such Money, so contracted and agreed to be paid as last before mentioned, shall not exceed the Sum of Twenty Pounds, then and in all such Cases the same shall belong absolutely and 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, or Hereditaments so to be purchased, taken, or used for the Purposes of this Act, in such Manner as the said Committee of Management, or any Three or more of them, shall think fit; or in case of Infancy, Idiocy, or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

Application of Money not exceeding 20*l.*

LXXXII. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased, taken, or used under or by virtue of the Powers of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises, to the Satisfaction of the said Committee of Management, 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

In case of not making out a good Title, or if Persons cannot be found, the Purchase Money to be paid into the Bank, subject

[Local.]

to the Order
of the Court
of Exchequer.

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 Committee of Management to order the said Sum or Sums so awarded as aforesaid to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account 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; which said Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money or any Part thereof by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England*, who shall receive such Sum or Sums of Money, is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying therein for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank of *England* as aforesaid.

In cases of
questionable
Title to the
Money, Per-
sons in Pos-
session of the
Land to be
deemed en-
titled thereto
until the
contrary shall
be shewn.

LXXXIII. 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 said Accountant General of His Majesty's said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments so purchased in pursuance of this Act, or to any Bank Annuities or Government Securities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities or other Government 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 shewn to the Satisfaction of the said Court; and the Dividends or Interest of the said Bank Annuities or other Government Securities to be purchased with such Money, and also the Capital of such Bank Annuities or other Government Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Expences of
Purchase
Money to be
allowed by
the Court.

LXXXIV. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons, or Corporation, entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into His Majesty's said Court of Exchequer, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments,

reditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

LXXXV. And be it further enacted, That upon Payment of the Money to be so contracted or agreed to be paid for the Purchase of any such Lands, Tenements, or Hereditaments by the said Company to the Party or Parties or Person or Persons respectively entitled to such Monies or their Agents, or upon Payment thereof into the Bank of England, for the Purpose of being disposed of in Manner herein-before directed (as the Case may be), all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand, in Law or in Equity, of the Party and Parties, and Person and Persons respectively, to whom or for whose Use or Benefit the same shall be paid, in, to, or out of such Lands, Tenements, or Hereditaments, shall vest in the said Company and their Successors for ever, for effecting the Uses and Purposes of this Act.

Upon Payment of the Purchase Money, the Lands to vest in the Company.

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

Form of Conveyance.

I [or We, as the Case may be] of _____ in consideration of the Sum of _____ to me [or us] paid by the *Ashton-under-Lyne Gas and Water Works Company*, established under an Act passed in the Sixth Year of the Reign of King George the Fourth, intituled *An Act [here insert the Title of this Act]* do hereby grant and release [or assign, as the Case may be] to the said Company, and their Successors, all [here describe the Premises to be conveyed], and all my [or our] Right, Title, and Interest in and to the same, and every Part thereof; to hold to the said Company, their Successors and Assigns for ever [or as the Case may be], during all the Remainder of my [or our] Term, Estate, or Interest in the said Premises. In witness whereof, I [or we] have hereunto set my Hand and Seal [or our Hands and Seals], this _____ Day of _____ in the Year of our Lord One thousand eight hundred and _____

LXXXVII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of, and by Indenture or Indentures under their Common Seal to grant and convey, by way of absolute Sale in Fee Simple, for a Consideration in Money, all or any Part or Parts of the Lands, Tenements, or Hereditaments which may have been so purchased, and which shall not be wanted for the Purposes of this Act; and upon Payment of the Money which shall arise by or from the Sale or Sales of such Lands, Tenements, or Hereditaments, or of any Part or Parts thereof, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give a Receipt or Receipts for the Money for which the same shall be sold; which Receipt or Receipts shall be a sufficient Discharge or sufficient Discharges to any Person or Persons for the Money therein and thereby expressed or acknowledged to be received,

Resale of Lands not wanted.

ceived, and such Person or Persons having *bond fide* paid the same shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Restraining
the Company
from pur-
chasing more
than Two
Statute Acres
of Land from
incapacitated
Persons, &c.

LXXXVIII. And whereas the said Company of Proprietors are enabled to purchase Two Statute Acres of Land for the Purpose of erecting Gas Works and other Apparatus for lighting with Gas the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof, and the said Township of *Dukinfield*; and all Persons whomsoever are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any Lands so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, in lieu or instead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Two Statute Acres of Land for the Purposes aforesaid; and in case the said Company shall afterwards sell the Whole or any Part of such Land so purchased, it shall not be lawful for the said Company to purchase from the same, or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or in behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company for the Purpose aforesaid any other Lands in lieu or instead of those so sold or disposed of by the said Company, or any Part thereof.

Vesting Ma-
terials in the
Company.

LXXXIX. And be it further enacted, That all the Materials of which the Retorts, Gasometers, Receivers, Buildings, Cisterns, Engines, Machines, and other Apparatus, Reservoirs, Aqueducts, and Cisterns, shall be constructed, as well as the Mains, Pipes, Cocks, Conduits, and other Utensils, Matters, and Things furnished and provided, or to be furnished and provided

vided for the several Purposes aforesaid by the said Company, or their Officers, or Servants, at the Expence of the said Company, and all the Rights, Profits, Benefits, and Advantages to arise from the said Concerns, or under or by virtue of this Act, or the Powers herein contained respecting the said Company, shall be and be considered, to all Intents and Purposes, vested in and be the Property of the said Company, in trust and for the Purposes and Uses aforesaid.

XC. Provided always, and be it further enacted, That it shall not be lawful for the said Company to sell or dispose of any of the Rights, Privileges, Powers, or Authorities vested in them by this Act, to any Body or Bodies Politic or Corporate, or to any Person or Persons whomsoever.

Restraining the Company from selling the Rights vested in them by this Act.

XCI. And be it further enacted, That in all Cases wherein any Penalty or Forfeiture is made recoverable by Information before a Justice of the Peace, it shall be lawful for any such Justice to whom Complaint shall be made of any Offence against this Act, to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict 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, shall be as good, valid, and effectual, to all Intents and Purposes, as if an Information in Writing was exhibited.

Justices may proceed by Summons in the Recovery of Penalties.

XCII. And be it further enacted, That all Costs, Charges, and Expences, Fines, Penalties, and Forfeitures inflicted or imposed by this Act (the Manner of levying and recovering whereof is not hereby otherwise particularly directed), or which shall be inflicted or imposed by any Rule, Order, or Bye Law of the said Company, to be made under the Authority of this Act, may in case of Nonpayment thereof be recovered in a summary Way, by the Order and Adjudication of One or more Justice or Justices of the Peace of the County Palatine of *Lancaster*, or the County Palatine of *Chester*, as the Case may require, on Complaint to him or them for that Purpose exhibited, and afterwards be levied, as well as the Costs of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the Offender or respective Offenders, or Person or Persons liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such One or more Justice or Justices, who is and are hereby authorized and required to summon and examine any Witness or Witnesses upon Oath, of and concerning such Offences, Matters, and Things, and hear and determine the same, and to fix and mitigate the said Penalties and Forfeitures, according to his or their Discretion, and the Provisions in that respect herein-before contained; and the Overplus, if any, of the Money so raised or recovered, after discharging the Fine, Penalty, or Forfeiture for which such Warrant shall be issued, and the Costs and Expences of recovering and levying the same, shall be rendered to the Owner or Owners of the Goods and Chattels so seized and distrained; and in case sufficient Distress cannot be found, or such Penalties and Forfeitures shall not be paid, it shall be lawful for such Justice or Justices to order the Offender or Offenders so convicted to be detained in safe Custody until

Recovery of Penalties.

[Local.]

19 D

Return

Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice or Justices, for his or their Appearance before him or them on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Six Days from the Time of taking any such Security (and which Security the said Justice or Justices is and are hereby empowered to take by way of Recognizance or otherwise); but if, upon the Return of such Warrant or Warrants, it shall appear that no such sufficient Distress can be had thereupon, or in case it shall appear to the Satisfaction of such Justice or Justices, either by the Confession of the Offender or Offenders or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Fines, and Charges can be levied if a Warrant of Distress were issued, such Justice or Justices shall not be required to issue such Warrant; and thereupon it shall be lawful for any such Justice or Justices, and he and they is and are hereby authorized and required, by Warrant under his or their Hand and Seal or Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction, there to remain for any Time not exceeding Three Calendar Months, unless such Penalties and Forfeitures, Costs and Expences, shall be sooner paid and satisfied; and one Moiety of such Fines, Penalties, or Forfeitures shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the Parish or Place wherein such Offence shall have been committed, to be by them applied towards the Relief of the Poor of such Parish or Place.

Compelling
Witnesses to
attend.

XCIII. And be it further enacted, That if any Person or Persons who shall be summoned as a Witness or Witnesses to attend and give Evidence before any Justice of the Peace, touching any Matter of Fact contained in any Information or Complaint for any Offence against this Act, either on the Part of the Prosecutor or the Person or Persons accused, shall, on being paid or tendered a reasonable Sum for his, her, or their Loss of Time, Costs, Charges, and Expences, refuse or neglect to appear at the Time and Place to be for that Purpose appointed, without any reasonable Excuse for his, her, or their Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in case of a Quaker on solemn Affirmation, and to give Evidence before such Justice of the Peace, then and in every such Case every such Person shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds, to be levied and recovered in Manner herein-before mentioned.

For securing
transient
Offenders.

XCIV. And whereas Persons guilty of Offences against this Act may be transient Persons, unknown to the Collectors, Surveyors, and other Persons under this Act; be it further enacted, That it shall be lawful for the said Collectors and Surveyors, and other Officers respectively, to seize and detain any such unknown Person or Persons guilty of any Offence against this Act, and to convey him, her, or them before any One or more of the Justice or Justices of the Peace for the said County Palatine of *Lancaster* or *Chester*, as the Case may be, without any other Warrant or Authority than this Act for so doing; and such Justice or Justices of the Peace respectively is and are hereby empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender or Offenders.

XCIV. And

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

Form of Conviction.

Lancashire or
 Cheshire, as the
 Case may be,
 (to wit).

BE it remembered, That on the _____ Day
 of _____ in the Year of our Lord
 One thousand eight hundred and _____
 is convicted before me [or us] _____ of His Majesty's Justices of
 the Peace for the County Palatine of _____ by virtue of an
 Act passed in the Sixth Year of the Reign of King *George* the Fourth,
 intituled *An Act* [here insert the Title of this Act] of having [here spe-
 cify the Offence or Omission, and the Time and Place when and where
 committed, as the Case may be], contrary to the said Act; and for such
 Offence I [or we] do adjudge the said _____ to have
 forfeited the Sum of _____ and _____ for
 Costs. Given under my [or our] Hand and Seal [or Hands and Seals],
 the Day and Year first above written.

XCVI. And be it further enacted, That no Order, Rate, Assessment, Verdict, Judgment, or Conviction, or other Proceeding touching or concerning any of the Matters aforesaid, or touching or concerning any Offence against this Act, shall be quashed or vacated for Want of Form only, or be removable or removed by Certiorari, or any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster*, or Courts of Session at *Lancaster* or *Chester*, any Law or Statute to the contrary thereof notwithstanding.

Proceedings not to be quashed.

XCVII. And be it further enacted, That where any Distress shall be made for any Sum of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor 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 done by the Party or Parties so distraining, but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage in an Action upon the Case.

Distress not unlawful for Want of Form.

XCVIII. And be it further enacted, That it shall be lawful for any individual Proprietor of the said Undertaking, or the Surveyor or Officers respectively of the said Company, and such Person or Persons as they or any of them shall call to their Assistance, without any other Warrant or Authority than this Act, to seize and detain any Person or Persons (being unknown to such Proprietors, Surveyors, or other Officers), who shall commit any Offence or Offences against this Act, and take him, her, or them before any Justice or Justices of the Peace for the said County Palatine of *Lancaster*, or County Palatine of *Chester*, as the Case may be; and such Justice or Justices shall, is, and are hereby required to proceed and act with respect to such Offender according to the Provisions of this Act.

Officers may detain Persons committing Offences.

XCIX. Pro-

Appeal.

XCIX. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons whosoever, thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company, or any thing done in pursuance thereof, or by the Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, may, within Four Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the County Palatine of *Lancaster*, or the County Palatine of *Chester* (as the Case may be), the Person or Persons appealing having first given at least Fourteen Days previous Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the said Company (as the Case may be), and within Two Days after such Notice entering into a Recognizance before some Justice of the Peace of the said County Palatine of *Lancaster*, or County Palatine of *Chester* (as the Case may be), with Two sufficient Securities conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General Quarter Sessions of the Peace, or if they think proper, may adjourn the Hearing thereof to the next General Quarter Sessions of the Peace to be held for the said County Palatine of *Lancaster*, or County Palatine of *Chester* (as the Case may be), and if they see Cause may mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties, to all Intents and Purposes whatsoever.

Notice of
Action to be
given.

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

Limitation of
Actions.

CI. And be it further enacted, That no Action or Suit shall be brought against any Person or Persons for any thing done in pursuance of this Act, or in relation to the Matters herein contained, after Four Calendar Months

Months from the Fact committed; and every such Action or Suit shall be brought in the County or Place where the Cause of Action shall have arisen; and not elsewhere; and the Defendant or Defendants in every such Action or Suit shall or may, at his, her, or their Election, plead specially, or the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and under the Authority of this Act; and if the same shall appear to have been so done, or if such Action or Suit shall have been brought before the Expiration of Twenty-eight Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same, or shall be brought in any other County than as aforesaid, then and in every of the said Cases the Jury shall find a Verdict for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or discontinue his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or if upon any Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, then and in every such Case the Defendant or Defendants shall recover Treble Costs, and shall have such Remedy for recovering the same as any other Defendant or Defendants hath or have in other Cases by Law.

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

Service of
Notice on
Company.

CIII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to prevent any Person or Persons from proceeding against the said Company, or any Body or Bodies Politic or Corporate, or any Person or Persons whatsoever, making, furnishing, or supplying any Gas burnt or used within the Limits of this Act, or against any of his, her, or their Officers, Servants, or Workmen, in respect of any Works of the said Company, or any Body or Bodies Politic or Corporate, or Person or Persons whatsoever as aforesaid, as a public or private Nuisance, or from bringing any Action against the said Company, or any Body or Bodies Politic or Corporate, or Person or Persons whatsoever, or any of his, her, or their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Method of lighting, whether such Injury shall proceed from the Nature of such Method of lighting, or the Carelessness or Want of Skill of the Persons employed therein.

Nothing in
this Act to
prevent the
Company
from being
indicted for a
Nuisance.

CIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed or deemed or taken to extend, in any way to affect, extinguish, defeat, lessen, abridge, impeach, annul, prejudice, or destroy any Rights, Privileges, Jurisdictions, Immuni-

Saving
Rights.

ties, Rents, Tolls, Stallage, or lawful Customs belonging, due, or in anywise appertaining to the Lord of the Manor of *Ashton-under-Lyne*, or the Lord of the Manor of *Dukinfield* for the Time being respectively; but all and every such Rights, Privileges, Jurisdictions, Immunities, Rents, Tolls, Stallage, and Customs, may be exercised, demanded, exacted, received, and enjoyed in as full and ample a Manner, to all Intents and Purposes, as if this Act had not been passed.

Saving the Rights of the Manchester and Salford Water Works Company.

CV. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed, deemed, or taken to extend, in any way to affect, extinguish, defeat, lessen, or abridge any Rights or Privileges belonging or appertaining to the Company of Proprietors of the *Manchester and Salford Water Works*.

Expences of the Act, how to be paid.

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

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

CVII. And whereas the probable Expence of carrying the Purposes of this Act into effect will, according to an Estimate made thereof, amount to the Sum of Twenty-five thousand Pounds or thereabouts, and nearly the whole Amount thereof hath been subscribed for defraying such Expences by several Persons, under a Contract, binding them, their Heirs, Executors, and Administrators, for the Payment of the several Sums of Money so subscribed by them respectively; be it therefore enacted, That the whole of the said Sum of Twenty-five thousand Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

Time limited for Completion of the Water Works.

CVIII. And be it further enacted, That in case the Works for supplying the said Town of *Ashton-under-Lyne* and the Neighbourhood thereof with Water shall not be completed, so as to answer the Purposes aforesaid, within Five Years from and after the passing of this Act, all the Powers and Authorities herein contained relative thereto shall cease and determine, save only as to so much thereof as shall have been completed within the said Period of Five Years.

Public Act.

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