



ANNO PRIMO & SECUNDO

# VICTORIÆ REGINÆ.

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## *Cap. xcvi.*

An Act for enlarging and extending the Powers and altering and amending the Provisions of an Act passed in the Sixth Year of the Reign of King *George* the Fourth, intituled *An Act for lighting with Gas the Town of Oldham and the Neighbourhood thereof within the Parish of Prestwich-cum-Oldham in the County Palatine of Lancaster, and for the better supplying the Inhabitants of the said Town and Neighbourhood with Water.*

[31st July 1838.]

**W**HEREAS an Act was passed in the Sixth Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for lighting with Gas the Town of Oldham and the Neighbourhood thereof within the Parish of Prestwich-cum-Oldham in the County Palatine of Lancaster, and for the better supplying the Inhabitants of the said Town and Neighbourhood with Water*: And whereas by the said Act certain Persons were incorporated by the Name of "The *Oldham* Gas Light and Waterworks Company," and the said Company were by the said Act established for the Purpose of producing Inflammable Air, Carburetted Hydrogen,

6 G. 4. c. 171.

[Local.]

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gen, Coal Gas, Coke, Oil, Tar, Pitch, Asphaltum, Ammoniacal Liquor, and Essential Oil, and lighting with Gas the Town of *Oldham* and the Neighbourhood and Environs thereof within the said Parish of *Prestwich-cum-Oldham*, and erecting or providing Buildings, Gasometers, Engines, and other Works for the Purpose, and also for making Reservoirs, Aqueducts, Cisterns, laying down Pipes, and executing all other necessary and requisite Works for supplying the Inhabitants of the said Town and Neighbourhood thereof with Water, with Powers to raise a Capital or Joint Stock, not exceeding Forty-eight thousand Pounds, in Shares of Ten Pounds each, and Powers to purchase Lands, and to erect and make Buildings, Gasometers, Retorts, and other Works for the Manufacture and Supply of Gas Light, and also to make Reservoirs for Water and Waterworks, and also to lay Pipes for effecting a Supply of Gas and of Water within the Town and Neighbourhood of *Oldham* in the Parish of *Prestwich-cum-Oldham* in the County Palatine of *Lancaster*; and the said Company were thereby also empowered to borrow any Sum not exceeding Twenty thousand Pounds on the Credit of the Undertaking; and it was provided by the said Act, that in case the Works for supplying the said Town and Neighbourhood with Water should not be completed so as to answer the Purposes thereof within Five Years from the passing of the said Act, all the Powers and Authorities therein contained relative thereto should cease and determine, save only as to so much thereof as should then have been completed: And whereas the said Company have subscribed or raised amongst themselves the whole of the said Capital or Joint Stock of Forty-eight thousand Pounds, and have borrowed on the Credit of the Undertaking the Sum of Twelve thousand eight hundred Pounds, and have proceeded in the Execution of the said Act, and have erected Buildings, Gasometers, Retorts, and other Gas Works, and have laid down and placed very extensive Lines of Gas Mains and Pipes, and have thereby effected a Supply of Gas Light within the said Town and Neighbourhood; and the said Company have also made and completed One of the Reservoirs for Water described in the Map referred to by the said Act, and called the Middle Reservoir, and thereby authorized to be made, and have also laid down and placed very extensive Lines of Water Mains and Pipes, and have thereby obtained a Supply of Water for the Inhabitants of the said Town and Neighbourhood, and have expended the whole of the said Sums of Forty-eight thousand Pounds and Twelve thousand eight hundred Pounds in the Execution of such Works, and in effecting and obtaining such Supplies of Gas and Water: And whereas since the passing of the said Act the Population of the Town and Neighbourhood of *Oldham* has very much increased, and the Township of *Oldham* and the Townships of *Royton*, *Chadderton*, and *Crompton*, all within the said Parish of *Prestwich-cum-Oldham*, have been constituted One Borough; and it would be advantageous to the Inhabitants if the Powers of the said Act for making Retorts and Works and laying Mains and Pipes for the Supply of Gas were extended to the whole of the said Borough, and to the adjacent Township of *Failsworth* in the Parish of *Manchester* in the said County of *Lancaster*, and if the Powers for making Aqueducts and laying Mains and Pipes for the better Supply of Water by the said Com-

pany were extended to the said Townships of *Oldham*, *Royton*, *Chadderton*, and *Failsworth* aforesaid: And whereas it is therefore expedient that the said Company should be empowered to hold and purchase Lands in the said Townships of *Royton*, *Chadderton*, and *Crompton*, as well as in the said Township of *Oldham* in the said Borough of *Oldham*, and in the Township of *Failsworth* aforesaid, and in the Township of *Quick* in the Parish of *Saddleworth*, in the West Riding of the County of *York*, and to erect Gas Works in the said several Townships, or some of them, and to lay Gas Mains and Pipes in all the aforesaid several Townships, for lighting with Gas the Streets, Roads, and public Passages and Places therein, and supplying the Inhabitants with Gas; and also to make Aqueducts and lay Water Mains and Pipes to various Parts of the said several Townships of *Oldham*, *Royton*, *Chadderton*, and *Failsworth*, for better supplying the Inhabitants with Water; and also that further Power should be granted to the said Company for taking Water from the several Streams and Brooks which flow into and form the Head of the Stream of the River *Medlock*, for better supplying with Water the present Reservoir: And whereas the said Company are desirous of executing such extended or enlarged Works, and of being authorized and enabled by Parliament to raise a further Sum of Money for the Purposes of such Works, either by the Creation or Issue of new Shares in the Undertaking of the said Company, or by borrowing a further Sum of Money on the Credit of the Undertaking, more than the said Company are now authorized to borrow as aforesaid, or by both of such Means, or otherwise: And whereas for effecting the several Purposes aforesaid it is expedient that the Powers, Authorities, Regulations, and Provisions of the said Act should be extended, enlarged, altered, and amended, and some of them repealed and others granted in lieu thereof: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and every the Liberties, Privileges, Powers, and Authorities given and granted to the said Company by the said recited Act, and the several Restrictions, Provisions, Clauses, Matters, and Things therein contained, except such of them as are altered, varied, or repealed or as are otherwise provided for by this Act, or as are repugnant to the Powers, Provisions, Regulations, and Restrictions in this Act contained, shall extend to this Act; and the same, and the Powers and Provisions in this Act contained, shall and may be executed and carried into effect, so far as they in anywise relate to the Works necessary for the Supply of Gas, within the said several Townships in the Borough of *Oldham*, and within the Township of *Failsworth*, and so far as such Powers and Provisions in anywise relate or apply to the Works necessary for the Supply of Water, the same shall and may be executed and carried into effect within the said Townships of *Oldham*, *Royton*, *Chadderton*, *Failsworth*, and *Quick* aforesaid, as fully and effectually to all Intents and Purposes as if the said recited Act and this Act were one and the same Act, subject to the Exceptions aforesaid.

Powers, &c.  
of recited Act  
extended to  
this Act,  
except as  
hereby  
altered.

II. And

Whole of  
Capital to be  
subscribed  
before Work  
is com-  
menced.

II. And whereas the probable Expence of making the said Aqueducts and other Waterworks hereby authorized to be made will amount to the Sum of Twenty thousand Pounds, and Four Fifth Parts thereof have been already subscribed by several Persons under a Contract binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively; be it further enacted, That the whole of the said Sum of Twenty thousand Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

Empowering  
Company to  
raise a fur-  
ther Sum of  
Money, and  
to create new  
Shares.

III. And be it further enacted, That it shall and may be lawful for the said Company to raise and contribute amongst themselves, or by the Admission of new Subscribers, any Sum or Sums of Money, not exceeding in the whole the Sum of Twenty-four thousand Pounds, in addition to the Money which by the said recited Act was declared and directed to form the Capital or Joint Stock of the said Company, and thereby divided into Shares of Ten Pounds each; and such additional Sum or Sums of Money so to be raised shall in like Manner be divided into Shares of Ten Pounds each; and the original Shares subscribed or raised under the said recited Act, and the new Shares to be subscribed or raised under this Act, shall form and be one and the same Joint Stock or Fund of the said Company (such Joint Stock or Fund not exceeding at any Time in the whole the Sum of Seventy-two thousand Pounds, except so far as the same may be from Time to Time increased under the Provisions herein-after contained) for carrying on the Undertaking of the said Company for supplying the several Townships aforesaid and the Inhabitants thereof respectively with Gas and Water; and all and every the Persons, Bodies Politic, Corporate, and Collegiate, and Parties whomsoever, their several and respective Successors, Executors, Administrators, and Assigns, who have heretofore subscribed or who shall hereafter subscribe for One or more Share or Shares in the said Undertaking, and who shall pay such Sum or Sums of Money as shall be called for or demanded in respect of such Share or Shares respectively under and by virtue of the said recited Act or this Act, shall (whether such Share or Shares, or any or either of them, shall be original Shares or new or additional Shares) be respectively entitled to and receive the entire and net Distribution of an equal and proportionate Part of the Profits or Advantages that shall or may arise or accrue from the Works made by virtue of the said recited Act and to be made by virtue of this Act, or either of them, subject to the Provisions of the said recited Act and this Act respecting Nonpayment of Calls or Contributions in respect of Shares in the said Undertaking, and the Forfeiture of Right or Claim to such Profits or Advantages on the Nonobservance or on the Noncompliance with the Regulations thereby authorized; and all Persons, and Bodies Politic, Corporate, or Collegiate, and Parties whomsoever, who shall subscribe for, hold, or be entitled to any such new Share or Shares, shall be subject to the Provisions and Regulations of the said recited Act respecting the Payment of Subscriptions and Calls, and respecting the Evidence of Title and Sale, Transfer and Disposition of such new Shares respectively, in such and the same Manner in all respects as if they were

or

or had been respectively Subscribers or Holders of original Shares under the said recited Act.

IV. And be it further enacted, That all Persons and Bodies Politic, Corporate, and Collegiate, and Parties whomsoever, who shall be Proprietors or Holders of any new Share or Shares in the said Undertaking, shall be entitled to such and the same Powers, Privileges, and Advantages as are granted by the said recited Act to the Proprietors or Holders of Shares therein mentioned, and shall be subject to such and the same Rules, Regulations, Restrictions, Penalties, Forfeitures, and Payments as in and by the said recited Act is expressed and contained of and concerning the said original Shares, and of and concerning the Holders or Proprietors of such original Shares of and in the said Undertaking; and the Admission of all and every Person and Persons to any such new Share or Shares by any Order or Resolution of the said Company, or the Committee of Management, shall be and be deemed to be a good and effectual Title for such Person or Persons thereto, and his, her, and their Executors, Administrators, and Assigns, on his, her, or their paying to the said Company, or their Treasurer or Treasurers for the Time being, the Sum or Sums of Money or Calls required to be paid from Time to Time for or in respect of such Shares respectively within the Time or respective Times limited in any Order or Call for that Purpose; and such new Shares shall be numbered and entered in the Books of the said Company with progressive Numbers, commencing with Number Four thousand eight hundred and one; and a Certificate of every such Share shall be made out by the Clerk or Clerks to the said Company, and shall be sealed with the Common Seal of the said Company, in the Manner required by the said recited Act with respect to the Shares therein mentioned.

New Shares to be subject to the Provisions of former Act.

V. Provided always, and be it further enacted, That no Person being a Proprietor of any Share or Shares in the Capital or Joint Stock of the said Company, or his Estate or Effects, shall by reason of his being such Proprietor be responsible or liable for or to any larger or greater Sum of Money for any of the Purposes of the said recited Act or this Act, or in consequence of any Proceedings to be had under or by virtue of the same, than the Amount of the Sum by him subscribed for or to be subscribed for, or than was or had been subscribed for by any original Proprietor of the Shares constituting any such Proprietorship, any thing in this Act or the said recited Act contained to the contrary thereof notwithstanding.

Proprietors not to be liable for more than their Subscriptions.

VI. And be it further enacted, That the several Persons composing the said Company shall severally and respectively stand personally responsible and answerable for all just Debts of the said Company, and to and for all just Demands of the Creditors of the said Company, and for the due Performance of all Contracts and Engagements entered into by the Committee of Management of the said Company on behalf of the said Company, and for all Damages occasioned by the Execution of the said recited Act or this Act, to the full Amount of their several and respective Shares in the said Capital or Joint Stock, but not further or otherwise: Provided always,

Proprietors liable to the Debts of the Company in proportion to their Share of the Stock.

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that

that whenever Two or more Persons shall have jointly subscribed for or shall be jointly possessed of One or more Share or Shares in the said Undertaking, such Persons shall severally and respectively be answerable for the said Debts and Demands of the Creditors of the said Company, and other the Contracts and the Engagements aforesaid, to the full Amount of such Share or Shares, but not further or otherwise.

Power to  
raise Money  
by Mortgage.

VII. And whereas the Capital or Joint Stock which the said Company are authorized to raise by virtue of the said recited Act or this Act amounts to the Sum of Seventy-two thousand Pounds; be it therefore further enacted, That in case the said Company shall be desirous of raising any Sum of Money for more speedily and effectually carrying on or completing the Works by this Act authorized to be made, or which may be necessary for the Purposes authorized by the said recited Act or this Act, by Mortgage of the said Undertaking, it shall and may be lawful for the said Company, at any Time or Times after One Half of the said Sum of Seventy-two thousand Pounds shall have been paid up, to borrow and take up at Interest any Sum or Sums of Money, not exceeding in the whole Eight thousand Pounds, by Mortgage of the said Undertaking, over and above the aforesaid Sum of Twenty thousand Pounds which they are authorized to borrow by the said recited Act, to be payable out of the Rents and Profits of the said Company as the said Company shall think proper; and the said Company are hereby fully authorized and empowered, under their Common Seal, to grant or convey the said Rents and Profits thereof as a Security for any Sum or Sums of Money so to be borrowed, with Interest for the same, as to them shall seem meet; provided that no Sum be borrowed or taken up upon Mortgage as aforesaid without a previous Resolution authorizing the same to be so raised shall be entered into and passed at some General or Special Meeting of the said Company, and signed by the Proprietors of at least Thirty Shares in the said Undertaking.

Form of  
Mortgage.

VIII. And be it further enacted, That every such Grant or Assignment so to be given as a Security for any Sum or Sums of Money so to be borrowed by way of Mortgage shall be made by Deed duly stamped, in which the Consideration shall be truly stated, and may be made in the Words following, or in any other Words to the like Effect; (that is to say,)

‘ BY virtue of an Act passed in the First Year of the Reign of Her  
‘ Majesty Queen *Victoria*, intituled [*here set forth the Title of*  
‘ *this Act*], we, “The *Oldham Gas Light and Waterworks Company*”  
‘ incorporated under and by virtue of an Act passed in the Sixth  
‘ Year of the Reign of King *George the Fourth*, intituled *An Act for*  
‘ *lighting with Gas the Town of Oldham and the Neighbourhood*  
‘ *thereof within the Parish of Prestwich-cum-Oldham in the County*  
‘ *Palatine of Lancaster, and for the better supplying the Inhabitants of*  
‘ *the said Town and Neighbourhood with Water*, in consideration of  
‘ the Sum of \_\_\_\_\_ lent and advanced by  
‘ *A.B.* of \_\_\_\_\_ do grant and convey unto the  
‘ said *A.B.*, his or her Executors, Administrators, and Assigns, the  
‘ said

said Gas Works and Water Works, and all the Works thereunto  
 belonging, and all and singular the Sums of Money arising and  
 payable to us for Gas and Water by virtue of the said Acts, or  
 either of them, and all our Right, Title, and Interest of, in, and to  
 the same, to hold unto the said A. B., his [or her] Successors,  
 Executors, Administrators, and Assigns, until the said Sum of  
 with Interest for the same after the  
 Rate of *per Centum per Annum*, shall  
 be fully paid and satisfied. Given under our Common Seal  
 this Day of in the  
 Year of our Lord

And every Person to whom such Grant or Conveyance shall be  
 made shall be equally entitled to the respective Portion of the Profits  
 and Advantages in the said Undertaking, according to the respective  
 Sums in such Assignment mentioned to be advanced, to secure the  
 Repayment of such respective Sums, with the Interest, without any  
 Preference by reason of Priority of any Grant or Conveyance made  
 before or since the passing of this Act, or on any other Account  
 whatsoever: Provided always, that whenever the said Company shall  
 be desirous of paying off any Part of the Debt so to be secured on  
 Mortgage as aforesaid it shall and may be lawful for the said Com-  
 pany, or their Directors, to pay unto each and every of the Creditors  
 at an equal Rate *per Centum*, according to the Amount of their  
 respective Shares or Share, or to select by Ballot, the Security or  
 Securities so to be paid off.

Mortgagees  
 entitled to  
 Security  
 without Pre-  
 ference.

IX. And be it further enacted, That a Transcript or Copy of every  
 such Grant or Conveyance, or an Entry or Memorial thereof, con-  
 taining the Dates, Names of the Parties, and Sums of Money paid,  
 shall be made in a Book or Books to be kept for that Purpose by the  
 Clerk to the said Company; which Book or Books shall be perused at  
 all reasonable Times by any of the Proprietors of the said Undertaking  
 without Fee or Reward.

Entries of  
 Mortgages to  
 be made in  
 Company's  
 Book.

X. And be it further enacted, That every Person to whom any  
 such Grant or Conveyance shall be made as aforesaid may from  
 Time to Time assign and transfer such Grant or Conveyance to any  
 Person, and *toties quoties*; and the Assignment and Transfer shall  
 and may be made by Deed duly stamped, in which the Consideration  
 for such Transfer shall be truly stated, and in the Words or to the  
 Effect following; (that is to say,)

Mortgages  
 transferable.

I A. B. of in consideration of the Sum of  
 paid by C. D. of do hereby transfer a certain  
 Mortgage made by "The Oldham Gas Light and Waterworks  
 Company" to bearing Date the Day of  
 for securing the Sum of and all Interest  
 now due and to become due thereon, and all my Right and Property  
 therein, to the said C. D., his Executors, Administrators, and Assigns.  
 Dated this Day of in the Year of our  
 Lord

Form of  
 Transfer.

XI. And

In case Mortgages are paid off the Company may raise the Amount again.

XI. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company immediately or at any Time thereafter again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not by virtue of this Act borrow more than the Sum of Eight thousand Pounds in the whole over and above the Amount they are authorized to borrow by the said recited Act.

Entries of Transfers to be made in Company's Books.

XII. And be it further enacted, That every Transfer shall be produced and left with the Clerk to the said Company, who shall cause an Entry or Memorial to be made thereof in like Manner as of the original Grants or Conveyances; and after such Entry made, but not till then, every Person to whom such Assignment or Transfer shall be made, his Successors, Executors, Administrators, and Assigns, shall be entitled to the Benefit of such Grant or Conveyance, and the future Payments thereon, and to all Benefit and Advantage arising therefrom; and for the Entry of every such original Grant or Conveyance, and of every such Assignment and Transfer, the said Clerk shall be paid, by the Party to whom such Grants, Conveyances, or Transfers shall be made, the Sum of Two Shillings and Sixpence, and no more.

Creditors not to vote.

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

Power to augment the Capital instead of borrowing.

XIV. Provided always, and be it further enacted, That in case the said Company at any General Meeting or Special Meeting shall think it expedient, instead of borrowing any Sum or Sums of Money authorized by this Act or the said recited Act to be borrowed as aforesaid by way of Mortgage, to raise such Sum or Sums of Money, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said Sum or Sums of Money by way of Mortgage, and to raise the Remainder thereof, or any Part of the Remainder thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient or be desirous to pay off any Sum or Sums of Money which is or are now or may be so borrowed under the Authority of this Act and the said recited Act, and to raise such Sum or Sums of Money by way of Augmentation of their Capital Stock, then and in any of the said Cases it shall be lawful for the said Company from Time to Time, by issuing new Shares, to augment the Capital Stock of the said Company by any further Sum or Sums of Money, so as the same, together with such Sum of Money, if any, as may be borrowed



borrowed and continued at Interest by way of Mortgage as aforesaid, shall not exceed such further or additional Sum of Twenty-eight thousand Pounds hereby and by the said recited Act authorized to be borrowed as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised by new Shares, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management, in all respects and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company.

XV. And be it further enacted, That it shall and may be lawful to and for the said Company (or their Committee of Management) and they are hereby empowered to treat, contract, and agree for the absolute Purchase of the Fee Simple of any Lands, Tenements, or Hereditaments which shall be necessary for the Purposes of the Gas Works authorized to be erected or made by virtue of this Act or the said recited Act, not exceeding Six Statute Acres of Land in the whole, and the same or any Part thereof to purchase or take on Lease for any Term or Terms of Years, and subject to such Payments, Restrictions, and Conditions as may be agreed upon with any Body, 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, or with any Feoffees in Trust, Trustees, Executors, Administrators, Husbands, Guardians, Lords of Manors, or Committees of or for Lunatics or Idiots, or other Trustees whomsoever, or with any Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or with any other Person or Persons whomsoever who shall be willing to sell the same; and it shall and may be lawful for any such Parties and Persons to treat, contract, and agree with the said Company in the Premises, and to sell, convey, demise, assign, and assure such Lands, Tenements, or Hereditaments to the said Company; and it shall and may be lawful to and for the said Company to hold any such Lands, Tenements, and Hereditaments so to be purchased without incurring or being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever, and also at any Time or Times thereafter to sell or dispose of the said Lands, Tenements, or Hereditaments, or any of them, as they shall think proper, and from Time to Time to purchase, lease, and hold other Lands, Tenements, or Hereditaments more suitable for the Uses and Purposes of this Act, and again to sell the same in like Manner.

Power to contract for the Purchase of Lands for Gas Works.

XVI. Provided always, nevertheless, and be it hereby further enacted and declared, That it shall not be lawful for the said Company to purchase, or hold at any one Time, for the Purposes of erecting Gas Works, more than Six Statute Acres of Land.

Limiting the Quantity of Land to be purchased for Gas Works.

XVII. And be it further enacted, That in case the said Company shall purchase the said Six Statute Acres of Land or Ground, or any Part thereof, or any Land or Ground in lieu of the same, or of any

Restraining the Re-Sale thereof to, from, or by incapaci-

[Local.]

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Part

tated Per-  
sons, &c.

Part thereof, of or 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, Femmes Covert, Cestuique Trust, Tenants for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and shall at any Time afterwards sell the Whole or any Part of such Land or Ground so purchased from any such incapacitated Parties or Persons, it shall not be lawful for the said Company again to purchase any Land or Ground in lieu of the Land or Ground so sold as last aforesaid of or from the same or of or from 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, Femmes Covert, Cestuique Trust, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity; nor shall it be lawful for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femmes Covert, Cestuique Trust, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or instead of such Six Statute Acres of Land or Ground, or any Part thereof, so sold or disposed of by the said Company.

Power to  
erect and  
make Retorts.

XVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered, by their Servants, Agents, Workmen, and others, from Time to Time to make and erect such further and other Retorts, Gasometers, Receivers, and other Buildings, Cisterns, Engines, Machines, or other Apparatus upon any of the Lands, Tenements, or Hereditaments which the said Company have heretofore purchased or leased or may hereafter purchase or lease for the Purpose, and to lay and place any Mains and other Pipes for the Conveyance of Gas from the Works of the said Company in any of the Streets, Highways, Roads, Ways, Lanes, and other public Passages and Places within the said several Townships aforesaid, in such Manner as the said Company shall think necessary or proper for lighting the same, and the Houses, Shops, Manufactories, Buildings, and Tenements, with Gas; and for such Purposes, after Twenty-four Hours previous Notice (or in case of Emergency after Three Hours previous Notice) in Writing from the said Company, or their Clerk or Engineer, given to or left at the Place of Abode of the said Surveyor, or at the Office of the Clerk to the said Commissioners of Police for the Township of *Oldham*, or to or at the Place of Abode of the Surveyor of the Highways of the Township, Division, or District in which such Streets, Highways, Roads,

Roads, Ways, Lanes, Passages, or Places shall be situate, to break up the Soil and Pavement of such Streets, Highways, Roads, Ways, Lanes, and other public Passages or Places, or any of them or any Part of them, and to dig Trenches and Drains, and to lay such Mains and other Pipes therein, and to put Stopcocks, Syphons, Plugs, or Branches from such Main Pipes from any Gasometer or Works of the said Company in, under, across, and along such Places as aforesaid, and in such Manner as shall be necessary for the Purpose of carrying the said recited Act or this Act into execution for supplying any such Gas Light as aforesaid; and from Time to Time to alter the Position of and to repair, relay, and maintain such Mains, Pipes, Stopcocks, Syphons, and Plugs, or Branches; also to carry, fit up, and furnish any Pipe or Pipes, Cocks or Branches, or other necessary Apparatus, from any Main or Pipe laid or to be laid in any Street, Highway, Road, Way, Lane, Passage, or other Place by the said Company, by virtue of the said recited Act or this Act, into or through or against any Dwelling House or Houses, Manufactories, public or private Buildings, for the Purpose of lighting the same, or any public or private Lamp, from any such Main or other Pipes; and to erect and set up any Machine or other Apparatus necessary or requisite for securing to any Dwelling House or Houses, Manufactories, public or private Buildings, a proper and complete Supply of Gas, and for measuring and ascertaining the Extent of such Supply; and also to alter or amend any bad or imperfect Pipe or other Work which shall have been placed 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 as the said Company shall from Time to Time think necessary for completing, amending, repairing, improving, supplying, and using the same; any thing in the said recited Act or this Act contained to the contrary thereof in anywise notwithstanding.

XIX. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company to carry, lay, or continue any Main or Mains, Pipe or Pipes, into or through or against any private Lands or Grounds, except into or through the Soil or Pavements of any Streets, Roads, Ways, Lanes, and other Passages and Places as aforesaid, or into or through any Dwelling House or Dwelling Houses, Manufactories, public or private Buildings, for the Purpose of lighting any of the Streets or Places, or any other Dwelling House or Houses, Manufactory, public or private Building, or to continue the same, without the Consent in Writing of the Owner or Occupier of every such Land or Ground, Dwelling House or Houses, Manufactories, public or private Buildings, into or through which any such Main or Mains, Pipe or Pipes may be carried or laid for the Purposes aforesaid.

Pipes, &c.  
not to be carried through private Property without Consent.

XX. And whereas Maps or Plans describing the Situation and Lines of an intended additional Reservoir of an enlarged Size or Dimensions, and of an intended additional Feeder, and of Aqueducts and Pipes, and the Lands in which the same are intended to be made, together with Books of Reference containing a List of the Names of the Owners, Lessees, and Occupiers respectively of such Lands,

Authenticated Plans of additional Works and amended Book of Reference to be depo-

sited with the Clerks of the Peace, and to be Evidence.

Lands, have been deposited in the Office of the Clerk of the Peace for the said County Palatine of *Lancaster*, and also in the Office of the Clerk of the Peace of the said West Riding: And whereas since the depositing of such Maps or Plans it has been determined that the said intended additional Reservoir, and certain Pipes leading from the same, delineated on the said Maps or Plans, shall not be made; be it therefore enacted, That Maps or Plans describing the Lines of the said intended additional Feeder, and of the said Aqueducts and Pipes, as the same are intended to be made, authenticated by the Signature of the Clerk of the Parliaments, shall, together with amended Books of Reference, within Three Calendar Months after the passing of this Act, be deposited with the said Clerks of the Peace respectively; and the said Maps or Plans and Books of Reference so to be deposited shall remain in the Custody of the said several Clerks of the Peace; and the same, and any Copy or Copies thereof, certified by the Clerk of the Peace for the said County Palatine of *Lancaster*, or for the said West Riding, or either of their Deputies, to be a true Copy or Copies thereof, shall and is and are hereby declared to be good Evidence, and shall be admitted as such by all Judges, Justices, and others, in all Courts of Law and elsewhere.

Company to make additional Aqueducts and other Works.

XXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered to make, construct, erect, and maintain additional Aqueducts in the Situation and Line described in the said Maps or Plans in or through the Lands and Hereditaments mentioned and delineated in the said Maps or Plans and the Books of Reference thereto, and for such Purposes to take and use such Lands and Hereditaments, or any of them; and, under and subject to the Provisions and Restrictions herein-after contained or referred to, to take and use the Waters of all or any of the Brooks, Springs, Streams, or Rivulets called *Counthill Brook*, *Leeming Brook*, *Roebuckloe Brook*, *Top of Meadows Brook*, *Strines Brook*, and *Lower Brook*, in or near *Strines Dale*, within the Townships of *Oldham* and *Quick* aforesaid; and, under and subject as aforesaid, to divert, turn, raise, and conduct the Water from such Brooks, Springs, Streams, and Rivulets, by means of Engines, Pumps, Cuts, Drains, Tunnels, Conduits, Feeders, Pipes, and Aqueducts, into the Reservoir and Works of the said Company in *Strines Dale* aforesaid, for the Purpose of receiving the same as aforesaid, and for the Purpose of supplying the several Townships aforesaid with Water; and also to make, erect, build, construct, and maintain any Embankments, Walls, and other Works necessary for completing and rendering effective and maintaining such Reservoirs and Aqueducts as aforesaid, or any of them; and also to make, construct, and maintain any Watercourses, Ditches, Cuts, Drains, Soughs, Channels, or Pipes for the emptying or cleansing of the said Reservoir, Conduits, Feeders, and Aqueducts; and also to make, erect, build, construct, and maintain any Engines, Engine Houses, Buildings, Pumps, Cuts, Drains, Tunnels, Conduits, Feeders, Pipes, and Aqueducts, and any Embankments, Walls, and such other Works as aforesaid; and also to erect, construct, make, and maintain any Engines, Pumps, and Waterworks on any of the Lands aforesaid, and to lay or put down or place any Main Pipe and Branch Pipe in or through any

any of the Lands aforesaid, and also in or through all or any of the Highways, Roads, Streets, Lanes, public Passages and Places within the said several Townships aforesaid, or any or either of them, after such Notice has been given as herein-after is mentioned, and which said Pipes shall be laid at the Depth of at least Twenty Inches, except in passing over Bridges and Arches, and in other Situations in which it may be impracticable to lay them at that Depth; and for executing the Purposes aforesaid, and also afterwards for inspecting and repairing the Works aforesaid, it shall be lawful for the said Company, and their Agents, Servants, Workmen, and Assistants, from Time to Time to enter upon the Lands aforesaid, and to mark and stake out such Part or Parts thereof as shall be taken and used or be necessary to be dug and broken up for executing any of the Purposes of the said recited Act or this Act, without being deemed a Trespasser or Trespassers; and also to take and use such Part and Parts of such Lands as shall be wanted for effecting the Purposes of the said recited Act or this Act, and to break up the Soil thereof, and to bore, cut, dig, and trench the same Lands, and to get, remove, place, lay, take, and carry away and use any Earth, Soil, Clay, Stones, Gravel, Sand, Trees, Roots of Trees, Rubbish, and other Matters and Things which may be dug and got in the Prosecution of any of the Works aforesaid, or afterwards in repairing or maintaining the same in repair, and after Twenty-four Hours previous Notice (or in case of Emergency after Three Hours previous Notice) in Writing from the said Company, or their Clerk or Engineer, given to or left at the Place of Abode of the said Surveyor, or at the Office of the Clerk to the said Commissioners of Police for the Township of *Oldham*, or to or at the Place of Abode of the Surveyor of the Highways of the Township, Division, or District in which such Highways, Roads, Streets, Lanes, and Passages shall be situate, to break up, open, and relay or remove the Soil or Pavement in any present or future Highway, Road, Street, Lane, and public Passage or Place within the said several Townships aforesaid, or any or either of them, or any Sewers or Drains therein, for the Purpose of laying, putting down, or placing any Main Pipe or Branch Pipe, or for executing any of the Works by the said recited Act or this Act authorized to be erected, made, done, or executed; or for inspecting, repairing, and maintaining the same after the same shall be laid, put down, placed, replaced, made, done, or executed, and from Time to Time to repair, alter, take up, reconstruct, renew, remove, or replace any of the Works, Matters, or Things aforesaid, as Occasion shall require; and also from Time to Time to make, construct, and erect, lay, place, affix, or provide, and to repair, maintain, or alter or remove and renew, any Service Pipes, Cisterns, Ponds, Basins, Sluices, Branches, Valves, Plugs, Bores, Cocks, Stopcocks, Chamber-cocks, Fire-cocks, Fire-plugs, Machines, Devices, Matters, and Things which shall be expedient or necessary for distributing and conveying such Water to the respective Houses, Factories, Warehouses, Malt-kilns, Workshops, Offices, and other the Buildings and Premises within the Townships aforesaid, or any or either of them, which by the said recited Act or this Act the said Company are authorized to supply with Water; and from Time to Time, as Occasion may require, to do all other Acts, Matters, and

Things which shall be necessary and proper for completing, amending, repairing, and improving and for using the Works authorized by the said recited Act or this Act to be made, done, and provided for the Purposes aforesaid, they the said Company, or their Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making Satisfaction to all Persons interested in any Lands, Water, or other Matter, or Thing for any Damage which shall be by them sustained by reason of the Execution of all or any of the Powers of this Act or the said recited Act; and this Act shall be sufficient to indemnify the said Company, and their Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of this Act or the said recited Act: Provided always, that in case any of the Water Pipes cannot be laid at the Depth of Twenty Inches over any Cellar, underground Passage, Vault, or Drain in any Street, Turnpike Road, Highway, or public Passage, it shall be lawful for the said Company, their Servants and Workmen, to break up and open the Covering or Arch of any such Cellar, underground Passage, Vault, or Drain, and lay the Pipes for Conveyance of Water through or across the Opening in such Covering or Arch at such Depth below the Surface, not exceeding Twenty Inches, as they shall think proper for the Protection thereof, the said Company, or their Committee of Management or Clerk, giving Three Days Notice of their Intention to break up or open such Covering or Arch to the Owner or Occupier of such Cellar, underground Passage, Vault, or Drain, and in case of a public Drain to the Clerk to the Commissioners of Police for the Township of *Oldham*, or the Surveyor of the Turnpike Road or Highway, as the Case may be, and making good all Breaches and Damages thereby occasioned to the reasonable Satisfaction of such Owner, Occupier, or Surveyor of Highways, as the Case may be.

Company to lay down Pipes within certain Limits, and keep the same charged, on Notice from Police Commissioners.

XXII. And be it further enacted, That the said Company shall, whenever thereunto required by the Commissioners of Police for the said Township of *Oldham* (and after receiving Notice as herein-after mentioned), and they are hereby required, to lay down, at their own Expence, so many Main Pipes and other Pipes for the Conveyance of Gas, and keep the same during the usual Hours of lighting fully charged with Gas from the Works of the said Company, in such public Streets, Roads, Lanes, Highways, and public Places in the said Township of *Oldham* as now are or may at any Time hereafter be repaired, or which the said Commissioners of Police may be liable to repair, and which they may at any Time hereafter think proper to light, and in such private Streets as the said Commissioners shall obtain the Consent of the Owners thereof to lay down such Pipes as aforesaid, and in which the said Commissioners shall affix and set up any Lamp or Lamps for lighting or partially lighting the same, as the Case may require, but so that the said Company shall not be required to lay any such Mains to a greater Distance than One hundred and fifty Yards from any Main or Branch Pipe now or hereafter to be laid down by the said Company for supplying Gas to any Building; and in case the said Company shall neglect or make default in laying down such Mains, and supplying the same with Gas, for the Space of One Calendar Month next after Notice in Writing shall

shall be given to the said Company, such Notice to be given to or left at the Place of Abode of the Clerk or Agent of the said Company, stating the particular Situation where the said Mains are required to be laid or placed, and the particular Lamp or Lamps so as aforesaid required to be lighted by the said Company, then and in every such Case of Neglect or Default it shall be lawful for the said Commissioners, or any Person with whom they may contract or whom they may employ, to lay down such Main and other Pipes, and to connect the same with the other Gas Mains of the said Company, for the supplying such Lamp or Lamps with Gas; and the Charges and Expences thereof shall be reimbursed and repaid by the said Company or their Treasurer to the said Commissioners or their Clerk or Surveyor; and in default of Payment thereof within Ten Days next after Demand thereof shall have been made by the Clerk or Surveyor of the said Commissioners, Proof of such Demand being made by the Oath of One credible Witness before Two or more Justices of the Peace for the said County of *Lancaster*, all such Sum or Sums of Money so paid by them shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company or their Treasurer, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hands of any Two or more Justices for the said County, and which Warrant such Justices are hereby empowered to grant; and such Sum or Sums of Money, when levied, shall be paid to the said Commissioners or their Treasurer.

XXIII. And be it further enacted, That it shall not be lawful for the said Company, in making the said additional Aqueducts in any private or inclosed Lands, to deviate more than One hundred Yards from the Situation or Line delineated or described in the said Maps or Plans, nor to take and use any other private or inclosed Lands or Hereditaments for making the said Aqueducts than such as are described in the said Maps or Plans or Books of Reference.

Deviation from the Situation or Line in the Map not to exceed One hundred Yards.

XXIV. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company to make the said Feeders and Aqueducts in, upon, through, across, or over the several Lands of any Person who is or may be Owner or Occupier of Lands described in the said Maps or Plans, although the Name of such Person may happen to be omitted or mis-stated in the Books of Reference thereto, and although there may be any other Error or Omission in the said Maps or Plans, in case it shall appear to any Two Justices of the Peace for the County, Riding, or Division in which the Lands, Tenements, or Hereditaments so omitted or mis-stated shall happen to be situate, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Error in Book of Reference not to prevent the Works being made.

XXV. Provided also, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person acting by or under their Authority, to enter, take, use, injure, or damage, in the Exercise of any of the Powers herein contained,

Houses, Gardens, &c. not to be injured or taken without Con-

sent of  
Owners, ex-  
cept those in  
Schedule.

tained, any House or other Buildings erected or built before the passing of this Act, or any Land which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, Avenue to a House, or any inclosed Ground planted and then set apart as a Nursery for Trees, without the Consent of the Owner thereof for the Time being first had and obtained in Writing for that Purpose, except such as are mentioned or described in the Schedule to this Act annexed.

Power to  
take Pro-  
perty men-  
tioned in the  
Schedule  
limited to  
Three Years,  
except with  
Consent.

XXVI. Provided also, and be it further enacted, That in case the said Company shall not purchase and pay for the Buildings, Lands, Tenements, and Hereditaments mentioned in the Schedule to this Act annexed within the Space of Three Years from the Commencement of this Act, all the Powers granted by this Act for purchasing, taking, or using the same, or such of them as shall not have been purchased, shall cease and determine, save and except with the Consent of the Owners and Proprietors thereof for the Time being.

Persons em-  
powered to  
sell and con-  
vey Lands.

XXVII. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and to and for all Tenants for Life and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and to and for all Husbands, Guardians, Trustees, Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for all and every other Person or Persons whomsoever who is or are or shall be seised, possessed of, or interested in any Lands, Tenements, Mills, Manufactories, Works, Streams, Waters, or other Matter or Thing which shall be thought necessary by the said Company to be purchased for the Purpose of the said Waterworks, to contract for, sell, and convey the same, and every or any Part thereof, and all Right and Interest therein, to the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form; or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of  
Conveyance.

‘ I [or We, as the Case may be] of  
‘ in consideration of the Sum of to me [or us,  
‘ or into the Bank of England, as the Case may be], pursuant to the  
‘ Act herein-after mentioned, paid by “The Oldham Gas Light and  
‘ Waterworks Company” established and incorporated by an Act of  
‘ Parliament passed in the Sixth Year of the Reign of His late  
‘ Majesty King George the Fourth, intituled [here set forth the Title of  
‘ the said recited Act], do hereby convey [or, in Cases of Copyhold or  
‘ Customary Lands requiring Surrender, do hereby agree to surrender]  
‘ to the said Company all [here describe the Premises to be conveyed],  
‘ and



‘ 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, according to the true Intent and Meaning  
 ‘ of this Act. In witness whereof I [or *we*] have set my Hand  
 ‘ and Seal [or *our* Hands and Seals] this                      Day of  
 ‘                      in the Year of our Lord one thousand eight  
 ‘ hundred and                      .’

And all such Conveyances and Agreements to surrender as afore-  
 said shall, without Enrolment, be valid and effectual, and shall  
 operate to merge all Terms of Years attendant by express Decla-  
 ration, or by Construction of Law, or the Estate or Interest so  
 thereby conveyed or aliened, and to convey, bar, and destroy all  
 Estates Tail, and all other Estates, Rights, Titles, Remainders,  
 Reversions, Limitations, Trusts, and Interests whatsoever of, in, or  
 out of or dependent on the same; but although Terms shall be  
 merged they shall in Equity afford the same or the like Protec-  
 tion or Priority as if they were assigned and kept on foot in Trust  
 for the Company, and to attend the Reversion and Inheritance,  
 any Law, Statute, or Usage, or other Matter or Thing whatsoever,  
 to the contrary thereof in anywise notwithstanding; and all such  
 Contracts, Conveyances, and Agreements shall be made at the  
 Expence of and kept by the said Company; and their Clerk shall  
 from Time to Time, when requested, deliver attested Copies thereof  
 to any Person interested therein requiring the same, and shall  
 have and receive for every One hundred Words of each such at-  
 tested Copies Sixpence, and so in proportion for any less Number  
 of Words, in addition to the Costs of the Stamps and Paper.

XXVIII. And be it further enacted, That all Persons and Cor-  
 porations having any Mortgage on any Lands to be taken or used  
 for the Purposes of the said Waterworks (and whether entitled  
 thereto in their own Right or in Trust for any other Person or  
 Party, and whether in Possession under such Mortgage or not) shall,  
 on Tender by the said Company, or by any Person by them autho-  
 rized, of the Principal Money and Interest due thereon, and the  
 just Costs (if any) then due, together with the Amount of Six  
 Calendar Months Interest on the said Principal Money, immedi-  
 ately alien, release, assign, and transfer such mortgaged Premises  
 to the said Company, or to such Person and in such Manner as  
 they shall appoint; and which Alienation, Release, Assignment,  
 and Transfer may be of the like Form as the Conveyances by this  
 Act directed to be used in Cases of Conveyance of Lands, or as  
 near thereto as the Circumstances of the Case will permit, or in  
 any other Form; or in case such Mortgagees shall have Notice in  
 Writing from the said Company that they will pay off the Principal  
 Money and Interest which shall be due on the said Mortgage at  
 the End of Six Calendar Months (to be computed from the Day  
 of giving such Notice), then at the End of such Six Calendar  
 Months, on the Payment of the Principal Money and Interest so  
 due, together with any just Costs then due, such Mortgagees shall  
 alien, release, assign, and transfer their respective Interests in the  
 mortgaged Premises to the said Company, or as they shall direct;

Mortgagees  
 to convey to  
 the Company.

[Local.]

27 A

and

and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then, on Payment and Deposit of the Principal, Interest, and Costs as herein-after mentioned, all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as by this Act is directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Directing  
what Manner  
of Disputes  
between the  
Company  
and certain  
Mortgagees  
shall be  
settled.

XXIX. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of the said Waterworks, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of the said Waterworks from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company of the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the

same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used, from all Principal and Interest, Costs, and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively upon and out of the Residue of the Mortgage Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage; provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his mortgaged Debt, a Memorandum of the Amount which shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

XXX. Provided always, and be it further enacted, That full Compensation and Satisfaction shall be made by the said Company to all and every Body and Bodies Politic, Corporate, or Collegiate, and Tenant and Tenants for Life, and Tenant and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and all Feoffees in Trust, Executors, Administrators, Femes Covert, Husbands, Guardians, Committees, Trustees, and all and every other Person or Persons who is or are or who shall be seised, possessed of, or interested in any Lands, Tenements, Mills, Streams, or Hereditaments by this Act or the said recited Act authorized to be purchased, taken, and used, for the same, and for any Injury or Damage to arise to any Messuages, Tenements, Mills, Manufactories, or Works from or by or in consequence of the taking, diverting, and using any of the Water of the said Brooks or Streams, or the Execution of any of the Powers hereby or thereby granted; and all such Parties and Persons shall and may accept and receive Compensation or Satisfaction for the Value of such Lands, and for such Injury or Damage as shall be agreed upon by and between the said Parties or Persons respectively, or any of them, and the said Company, or their Committee of Management; and in case the said Parties and Persons, or any of them, and the said Company, or their Committee of Management, cannot agree as to the Value of the Premises, or the Amount of such Compensation or Satisfaction, the same shall be settled and ascertained as is herein-after directed.

Compensation to be made.

XXXI. Pro-

If Parties be dissatisfied they may cause a Jury to be impannelled to decide the Matter.

XXXI. Provided always, and be it further enacted, That if any such Body Politic, Corporate, or Collegiate, or any Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Idiot or Lunatic, or any Feme Covert, or any Person whether Tenant for Life or in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or any other Person or Persons seised or possessed of or interested in or entitled to any of the Lands, Tenements, Streams, or Works authorized by this Act or the said recited Act to be purchased, diverted, taken, or used by the said Company for the Purposes of the said Waterworks; or if any Body Politic, Corporate, or Collegiate, or any Person or Persons whomsoever, shall suffer or sustain any Injury or Damage from or in consequence of the building, making, constructing, maintaining, supporting, or continuing such Reservoir, Aqueducts, or other Works as aforesaid, or any of them, or the taking of Water from any Spring, Stream, or Rivulet, or Brook, or by or in consequence of the Execution of any of the Powers hereby granted, and shall not accept such Purchase Money or other Compensation as shall be offered by the said Company, or their Committee of Management, respecting the Purchase thereof, or the Satisfaction to be made for any such Injury or Damage, and shall give Notice in Writing to the Clerk of the said Company or of the said Committee of Management requiring a Jury to be summoned for the Purpose of assessing the Price of such Purchase, or the Amount of such Satisfaction from Time to Time claimed or to be claimed; or if any such Body Politic, Corporate, or Collegiate, or any Person or Persons so interested or entitled as aforesaid, shall, upon Notice in Writing given by the Clerk of the said Company, or of the said Committee of Management, to the principal Officer of any such Body Politic, Corporate, or Collegiate, or to such Feoffee or Feoffees in Trust, Executors, Administrators, Husband, Guardian, Trustee, Committee of or for any Idiot, Lunatic, or any Feme Covert, or to such Tenant for Life, in Fee Tail, General or Special, or for Years determinable on any Life or Lives, or other Person or Persons so seised, possessed, interested, or entitled as aforesaid respectively, or left at the last or usual Place or Places of his, her, or their Abode, for the Space of Twenty-one Days next after such Notice neglect or refuse to treat or shall not agree with the said Company, or by reason of Absence or otherwise shall be prevented from treating, or through Disability, by Nonage, Coverture, or other Impediment, cannot treat for themselves; or make such Agreement as shall be necessary for the Purposes aforesaid, or shall not within the before-mentioned Space of Twenty-one Days produce and fully disclose the State of the Title to the Premises which he, she, or they respectively is or are or shall be in Possession of, and the Interest which he, she, or they respectively may claim therein, then and in every such Case the said Committee of Management, or any Three or more of them, shall and they are hereby empowered and required, within Twenty-one Days after the Receipt of such Notice by the Clerk of the said Company or of the said Committee of Management, or after the Expiration of Twenty-one Days after the Delivery of such Notice by the said Clerk (as the Case may be), to issue a Warrant under their Hands and Seals, directed to the Sheriff of the County of *Lancaster*, commanding such Sheriff to impanel,



shall be Plaintiffs, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to.

Penalty on  
Jurymen and  
Witnesses  
not attend-  
ing.

XXXII. And be it further enacted, That if any Person so impannelled, summoned, and returned as aforesaid upon such Jury shall not appear without some reasonable Excuse, or appearing shall refuse to be sworn on the said Jury, or being so sworn shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty therein, contrary to the true Intent and Meaning of this Act, he shall be liable and subject to the same Regulations and to the same Pains and Penalties for such Default as if he had been impannelled, summoned, and returned for the Trial of any Issue joined in any of Her Majesty's Courts at *Westminster*; and if any Person so summoned and required to give Evidence before the said Jury touching the Premises shall neglect or refuse to appear, after having been paid or tendered a reasonable Sum for his or her Costs, Charges, and Expences, or shall not allege a sufficient Excuse to the said Sheriff for not appearing, or appearing shall refuse to be sworn and examined, or to give Evidence, then and in every such Case every such Person so offending, upon Proof thereof made before any Two or more of Her Majesty's Justices of the Peace for the said County of *Lancaster* upon the Oath of One or more credible Witness or Witnesses, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, according to the Discretion of such Justices; and in case any such Penalty shall not be forthwith paid it shall and may be levied, by virtue of any Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to such Person so offending the Overplus, after such Penalty, and the Charges of such Distress and Sale, shall be deducted; and every such Penalty which shall be paid by or recovered from any such Person who shall be impannelled, summoned, and returned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Person who shall appear to the said Justices to be injured by the Default of such Persons.

For punish-  
ing Persons  
guilty of  
wilful and  
corrupt Per-  
jury.

XXXIII. And be it further enacted, That all and every Persons and Person who in any Examination to be taken upon Oath by virtue of this Act shall wilfully and corruptly give false Evidence or otherwise forswear themselves before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws of this Realm subject and liable to.

By whom  
Expences of  
Jury shall be  
paid.

XXXIV. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for the same or for more Money than shall have been previously offered for or on behalf of the said Company as a Recompence or Satisfaction for any such Lands, Tenements, Works, Streams, and Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, all

the Costs and Charges incurred in summoning, impanelling, and returning such Jury, taking such Inquisition, and the Attendances of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said Company out of the Monies to be raised by virtue of this Act; and in case such Costs, Charges, and Expences shall not be paid to the Party or Person entitled to receive the same within Twenty-one Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Châtels vested in the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County of *Lancaster*, 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 or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for less Money than shall have been previously offered by or on behalf of the said Company as such Recompence or Satisfaction as aforesaid, all Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Parties refusing or neglecting to treat or agree as before mentioned, and by the said Company; but in Cases where any Person or Persons, Party or Parties, shall have been prevented by Absence from entering into any Treaty with the said Company, the Costs and Charges so incurred shall be borne by the said Company in manner aforesaid; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges the same shall be settled and ascertained by any Justice of the Peace for the said County of *Lancaster*, not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof, having been first paid by the said Company, may be deducted by them out of the Monies awarded to be paid to such Party or Parties as so much Money advanced for his, her, or their Use; and the Payment or Tender of the Balance of such Money shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Company from the Party or Parties liable to the Payment thereof by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

XXXV. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act or the said recited Act, and who shall have no greater Interest than as Tenants at Will, or Lessees for a Year; or as Tenants from Year to Year, shall (after Payment or Tender by the said Company of full Compensation for all Loss, Damage, or Injury to be by him, her, or them sustained thereby, or in case of Dispute respecting the Amount, then after Payment or Tender by the said Company of such Compensation as shall be awarded by a Jury,)

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

Jury,) respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's Holding or not, and whether such Notice be given before or after the Reversion of the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid it shall be lawful for the said Company to issue their Precept to the Sheriff of the County of *Lancaster* to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

The Value of Lands and Compensation for Damages to be assessed separately.

XXXVI. And be it further enacted, That the said Sheriff and Jurors, in their Awards, Determinations, Adjudications, Judgments, and Verdicts which they shall give in the Execution of the Powers hereby vested in them, concerning the Value of Lands, Tenements, Buildings, Streams, or other Hereditaments, shall separately and distinctly proportion off any particular Estate, Term, or Interest, and also any Damages sustained or to be sustained by any Person or Persons whomsoever in consequence of the Execution of any Powers of this Act or the said recited Act, and shall assess and adjudge the Value set upon such Estate, Term, and Interest, and the Money assessed and adjudged for such Damages as aforesaid, distinct and apart from each other.

Power to enter Lands on Payment, &c. of Purchase Money.

XXXVII. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury or Juries in manner aforesaid, or by any Justice as herein-after mentioned, for the Purchase of any Lands or other Hereditaments as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, Buildings, Streams, or other Hereditaments, or to such Person or Persons as shall be interested therein, or entitled to receive such Money respectively, within One Calendar Month after the same shall be so agreed for, determined, or assessed, or if the Person or Persons so entitled or interested as aforesaid, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act or the said recited Act, then, upon Payment of the said Sum or Sums of Money into the Bank of *England*, as herein after directed and required, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen,  
and



and Servants, immediately to enter upon such Lands (or before such Payment, Tender, or Investment, with the Consent in Writing of the Proprietors and Owners thereof), and then and thereupon all the Estate, Use, Trust, and Interest of any Person or Persons in such Lands or other Hereditaments shall thenceforth be vested in and become and be the sole Property of the said Company to and for the Purposes of this Act for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder, paid for or purchased by means of such Payment, Tender, or Deposit as aforesaid: Provided nevertheless, that before such Payment, Tender, or Investment in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut into, take or use such Lands or Water for the Purpose of the said Waterworks, without the Leave of the respective Owners or Occupiers thereof in Writing under their respective Hands.

XXXVIII. And be it further enacted, That the said Verdicts and Judgments so given shall be transmitted by the Sheriff before whom the same shall be taken as aforesaid to and kept by the Clerk of the Peace or other Person or Persons having the Custody of the Records of the Quarter Sessions of the said County of *Lancaster*, and shall be deposited with and be deemed to be Records of such Quarter Sessions respectively to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, or have Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words, and so in proportion for any greater or less Number of Words.

Verdicts of Juries to be recorded.

XXXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, or for any other Matter, Right, or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to any Corporation, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity as hereinbefore mentioned, such Money shall with all convenient Speed be paid and applied in manner directed by the said recited Act with respect to the Payment and Application of Monies agreed or awarded to be paid in pursuance thereof for any Lands or Hereditaments belonging to any such incapacitated Persons.

Application of Money to be paid for Land, &c. belonging to incapacitated Persons.

XL. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act or the said recited Act, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, Tenements, Buildings, Works, Streams, and other Hereditaments, and of making

Expences of Title to be paid by the Company.

[*Local.*]

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out and furnishing such Abstracts and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, and to the Title and Conveyance of any outstanding Terms or Estates which the said Company may require to be called in or conveyed, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands, Tenements, Buildings, Works, Streams, and other Hereditaments so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands, Tenements, Buildings, Works, Streams, and other Hereditaments shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands, Tenements, Buildings, Works, Streams, and other Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

How such  
Expences are  
to be ascer-  
tained.

XLI. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court, to be taxed in the usual Manner; and such Order shall be served on the Party or Parties aforesaid; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands, Tenements, Buildings, Works, Streams, and other Hereditaments shall have been purchased or taken, shall be paid to the Person or Persons aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands, Tenements, Buildings, Works, Streams, and other Hereditaments so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited in 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 *ex parte* "The *Oldham Gas Light and Waterworks Company*," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled, *An Act for better securing Monies and Effects paid into the Court of Exchequer at*

1 G. 4. c. 35.

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; which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless the Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

XLII. And be it further enacted, That in case the Person to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or shall refuse to execute such Conveyance or Conveyances, or in case such Person to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person entitled to such Lands be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums of Money so awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them), subject to the Order, Control, and Disposition of the said Court; which said Court, upon the Application of any Person making claim to any such Sum or Sums of Money, or to 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, or to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Person 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 the same, mentioning and specifying for what and for whose Use the same is or are received, to such Person as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

In case of not making out a good Title.

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

In case of disputed Titles the Person in Possession to be deemed lawfully entitled.

Person, or under the Possession of such Person, shall be deemed and taken to have been lawfully entitled to such Lands according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to such Lands, or to some Estate or Interest therein.

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

XLIV. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable, under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the Costs, Charges, and Expences attending the Purchase or the taking or using of such Lands, or which may be incurred in consequence thereof, and of the Re-investment of the Purchase or Compensation Money in other Land, or so much of such several Costs, Charges, and Expences as the said Court shall deem reasonable, and likewise the Costs, Charges, and Expences occasioned only by the passing of this Act, and not by Litigation between Claimants or otherwise, of any Proceedings had as herein-before authorized for the Investment of such Purchase or Compensation Money in Government or Real Securities, and for the Payment of the Interest and Dividends thereof, and of such Government or Real Securities, or of the Money to be produced by the Sale thereof out of Court, together with the necessary Costs and Charges of obtaining the proper Order for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct; and also that where in any other Cases the Purchase Money for any Lands to be taken or used under the Authority of this Act, or any Monies payable for any Satisfaction, Recompence, or Compensation under this Act, shall, by reason of or under any of the Provisions of this Act, be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Exchequer, it shall likewise be lawful for the said Court to order the reasonable Expences of any Party or Parties in procuring the same to be paid out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be in like Manner paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company accordingly shall from Time to Time pay such Sums of Money, and in such Manner and for such Purposes as the said Court shall direct.

Limiting Rent to be paid for the Water.

XLV. And be it further enacted, That the said Company shall and they are hereby required to furnish a sufficient Supply of Water to every Inhabitant occupying a private Dwelling House or Part of a Dwelling

Dwelling House in any Road, Street, or Place within the several Townships aforesaid in which any Water Pipe of the said Company shall be laid for the domestic Uses of every such Inhabitant at the following Rates *per Annum*; (that is to say,) where the annual Rack Rent Value of the Premises so supplied with Water shall not exceed Twenty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds Ten Shillings; and where such Rent shall be above Twenty Pounds and not exceed Forty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Seven Pounds; and where such Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds Ten Shillings; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Six Pounds; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds Ten Shillings; and where such Rent shall be above One hundred Pounds *per Annum*, at a Rate *per Centum per Annum* not exceeding Five Pounds; and such Water Rent shall be payable according to the actual Amount of the Rent, or according to the actual annual Value of the Premises, in all Cases in which such last-mentioned Rent or Value can be ascertained; and in Cases in which the same cannot be ascertained, then according to the Rack Rent in the Proportion to which such Inhabitant shall be assessed to the Poor's Rate: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any one Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitants for any less Sum than Twelve Shillings in any one Year; and it shall be lawful for the said Company, at such Times as there shall be a greater Quantity of Water in their Reservoir than shall be required for affording such Supply as aforesaid, to furnish a Supply of Water within the Township of *Oldham* only for Steam Engines, Manufactories, Cloth Dressers, Dyers, Hatters, Printers, Bleachers, Distillers, Brewers, Maltsters, or other Persons requiring a Supply of Water for other than domestic Purposes, and also Persons requiring a Supply of Water for Baths, Ponds, Pools, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business, or for any other than domestic Purposes, at such Rate or Charge or for such Sum of Money as shall be agreed upon between such Persons and the said Company:

XLVI. And be it further enacted, That the Proportion of the Quarter's Rates or Rents payable to the said Company by virtue of the said recited Act or this Act from the Period at which the said Company shall contract with any Person for the Supply of Water, under the Powers herein contained, until the next of the Quarter Days herein-after mentioned, (*videlicet*, the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December*;) shall be paid in advance at the Time at which he shall so contract, and that the full Water Rate or Rent for each Quarter shall from Time to Time

Water Rents  
to be paid in  
advance.

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thenceforward become due and payable in advance on the said Days as they respectively occur and happen.

Rent to be charged until Notice given of discontinuing

and in case of Removal, to be paid to the next Quarter Day.

XLVII. And be it further enacted, That the Rents or Rates so agreed to be paid as aforesaid shall be charged on the Owner or Occupier as aforesaid until Notice in Writing be given by him at the Office of the said Company of the Intention of such Owner or Occupier to discontinue to take, receive, or use such Water, such Notice to expire on some usual Quarter Day: Provided always, that in case where any Owner or Occupier shall remove from or quit Possession of any House, Building, or Land in respect of which he shall have agreed to pay for Water supplied by the said Company by virtue of this Act, such Owner or Occupier shall be liable to pay for the same down to the next Quarter Day after such Removal only.

Persons permitted to supply Water in certain Cases.

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

Water to be used in extinguishing Fires.

XLIX. And be it further enacted, That it shall be lawful for any Person or Persons whomsoever at all Times to take, use, and employ the Water which shall be contained in or supplied by any of the Water Pipes or Aqueducts of the said Company in extinguishing any Fire which may happen to any Buildings, Premises, or Property within the Limits of this Act, without making any Satisfaction or Compensation for such Water.

Requiring Company to reinstate Pavements, &c. after Pipes have been laid down.

L. And be it further enacted, That whenever and so often as the said Company, or any other Person or Persons, shall have opened, broken up, or removed, pursuant to the Provisions of the said recited Act or this Act, the Stones, Ground, Soil, or Pavement in or of any Road, Highway, Carriage or Foot Pavement, Wharf, Quay, Street, Square, Court, Yard, Lane, Passage, or Place, or any Part thereof, within the said Borough of *Oldham*, the said Township of *Failsworth*, or other Places within the Limits of this Act, the said Company and such other Person shall and are hereby required immediately to reinstate and make good such Ground, Soil, or Carriage or Foot Pavement in as good and sound State and Condition and with the like Materials in all respects as the same was or were in at the Time of being so opened, broken up, or removed; and the said Company or such other Person shall cause all surplus Earth, Filth, and Rubbish occasioned by opening the Ground to be removed and carried away, at their own Costs and Charges, with as little Delay, Detriment, or Danger as possible, and so that in no such Case such Ground

Ground shall remain open, unrepaired, or the Rubbish unremoved for any longer Space than Twenty-four Hours from the Time when such Works commence, unless the Commissioners acting under any Act of Parliament for the Repair of the public Streets, or the Trustees of any Turnpike Road, or the Surveyors of the Highways not being Turnpike Roads, who shall have the Care or Management of such Streets, Roads, or Highways respectively, as the Case may be, shall grant further Time for doing the same; and that during the Time the Works of the said Company in so opening the Pavements shall be carried on there shall be at all Times left a free Passage for Carriages of at least Ten Feet wide, unless the Carriageway shall be less than Twenty Feet wide, in which Case the Opening so made shall be filled up, and the Streets made passable for Carriages, in the Space of Forty-eight Hours after the Commencement of the Work thereon; and that during the Time of forming the Trenches, laying or taking up the Pipes, or doing any thing else by which Obstruction may be occasioned in the Streets, Lanes, Passages, or other Places, the said Company, or such other Person, shall protect such Opening and Obstruction with a sufficient Fence, and provide proper Watchmen to guard the same, and place a Lamp or Lamps at or near each Extremity, and at other Parts of the Opening or Obstruction where it may be necessary to be kept burning, from Sun-setting to Sun-rising, and shall otherwise properly secure and guard the said Works to prevent any Damage or Inconvenience happening to Passengers, Cattle, or Carriages; and the said Company, or such other Person, shall from Time to Time, when required by the said Commissioners, Trustees, or Surveyors aforesaid, at any and every Period during Six Calendar Months from the Time of filling up any such Trenches or Openings, on receiving from Time to Time a written Notice from the said Commissioners, Trustees, or Surveyors, or their respective Clerks, or any Person authorized by them, as the Case may be, relay and again take up and relay such Carriageway or Foot Pavement, until the said Carriageway and Foot Pavement shall be made complete to the Satisfaction of the said Commissioners, Trustees, or Surveyors, as the Case may be: Provided always, that if the said Company, or any of their Agents or Workmen, or such other Person, shall neglect to reinstate such Ground, Soil, or Pavement which may be so broken up with the like Materials and in as good and sound State and Condition as aforesaid, or to remove the Rubbish occasioned as aforesaid, within the Space of Forty-eight Hours as aforesaid (unless the said Commissioners, Trustees, or Surveyors respectively shall grant further Time for doing the same), or shall omit to leave a free Passage for Carriages as before mentioned, or to protect such Openings with a Fence, or to provide Watchmen and Lamps as aforesaid, then and in each and in every such Case of Neglect or Omission the said Company, or such other Person, shall forfeit and pay any Sum not exceeding Five Pounds, over and besides the Expence of putting such Ground in repair as aforesaid, to be recovered from the said Company or such other Person in like Manner as other Penalties and Forfeitures are by this Act to be recovered, and to be paid over to the Clerk, Agent, or Treasurer for the Time being of such Commissioners or Trustees or Surveyors (as the Case may be) to be applied

applied for the Purpose of their respective Commission, Trust, or Office; and in case the said Company, or such other Person, shall make default in reinstating such Ground, Soil, or Pavement as aforesaid within the Period aforesaid, it shall be lawful for the said Commissioners, Trustees, or Surveyors to reinstate and make good such Ground, Soil, or Pavement, and the Charges and Expences thereof shall be reimbursed and repaid by the said Company or their Treasurer, or such other Person or Persons, to the said Commissioners or Trustees, or their respective Clerks, Agents, or Treasurers, or to the said Surveyors (as the Case may be); and in default of Payment thereof within Ten Days next after Demand thereof in Writing shall have been made by the Clerk of the said Commissioners or Trustees, or by the said Surveyors (as the Case may be), Proof of such Demand being made by the Oath of One credible Witness before Two or more Justices of the Peace for the said County of *Lancaster*, all such Sum or Sums of Money so paid by them shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company or of their Treasurer, or such other Person, together with the Costs and Charges of such Distress and Sale, by Warrant under the Hands and Seals of any such Justices of the Peace for the said County, and which Warrant any such Justice or Justices respectively is and are hereby empowered to grant; and such Sum or Sums of Money shall be paid to the said Commissioners or Trustees, or their respective Treasurer or Treasurers, or to such respective Surveyors (as the Case may be).

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

LI. And be it further enacted, That when and so often as any Sum of Money shall be directed or ordered by Two or more Justices of the Peace to be paid in pursuance of the Directions of the said recited Act or this Act as or by way of Compensation or Satisfaction for any Costs, Damages, Spoil, or Injury of any Nature or Kind whatsoever done or committed, then and in every such Case the Amount of such Compensation or Satisfaction and Costs shall and may be sued for, levied, and recovered by Action at Law, or by Distress and Sale of the Goods and Chattels of the Party or Person ordered to pay the same Sum or Sums of Money, and in case such Party shall be the said Company, then of the Goods and Chattels of the said Company, or of their Treasurer, under a Warrant to be issued for that Purpose by any Justice or Justices of the Peace so ordering and directing the same to be paid, which Warrant any Two or more Justices are hereby authorized and required to grant under their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for any such Costs, Spoil, or Injury as aforesaid; and in case any Surplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expences of such Distress and Sale, then and in every such Case such Surplus shall be returned, on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained.

Damages and Charges in case of dis-

LII. And be it further enacted, That where by the said recited Act or this Act any Damages or Charges are directed or authorized

to



to be paid or recovered, in addition to any Penalty or Penalties for any Offence or Offences, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled, ascertained, and determined by the Justices of the Peace by or before whom every Offender shall be convicted of any such Offence or Offences, who are hereby authorized and required, on Nonpayment thereof, to levy such Damages or Charges by Distress and Sale of the Offender's Goods and Chattels in manner directed by the said recited Act and this Act for the levying of any Penalties or Forfeitures, and the Money so levied or recovered shall be paid to the said Company or other Person sustaining such Damage or Injury.

pute to be settled by Justices.

LIII. Provided also, and be it further enacted, That if the Owner or Worker of any Coal or other Mine shall, in pursuing such Mine, work near or adjacent to the said Waterworks, Reservoir, or other Works as aforesaid, or any of them, so as in the Opinion of the said Company to endanger or damage the same, or if the said Waterworks, Reservoir, or other Works as aforesaid of the said Company, or any of them, in the Opinion of such said Owner or Worker of the said Mine, endanger or damage the further working thereof, then it shall be lawful for the said Company to treat and agree with the Owner or Worker for all such Coal or other Minerals near or adjacent to the said Waterworks, Reservoir, and other Works, or any of them, as shall be thought to be proper to be left for the Security or Preservation of the said Waterworks or Mine as aforesaid, or which may be so endangered or damaged respectively; and in case the said Company and such Owner or Worker of such Mine shall disagree about the Satisfaction to be made for such Coal or other Minerals, then the Amount of such Satisfaction shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company, and the Expence of hearing and determining such Difference shall be borne and paid in like Manner; and upon Payment or Satisfaction made to such Owner or Worker of such Mine by the said Company such Owner or Worker of such Mine shall be and he is hereby perpetually restrained from working such Mine within the Limits for which Satisfaction shall be agreed, adjudged, or declared to extend.

In certain Cases Coal under the Lands near the Reservoir may be purchased.

LIV. Provided also, and be it further enacted, That the said Company shall make Compensation and Satisfaction to the Owner or Worker of any Coal or other Mines for all Losses and Damages which he may incur or sustain by reason of such Owner or Occupier being restricted in the working any such Coal or other Mines by reason of making and maintaining the said Waterworks or other Works; and if any Dispute or Question shall arise between the said Company and such Owner or Worker as aforesaid touching the Amount of such Compensation and Satisfaction, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Owner or Worker; and in case of Disagreement of such Referees so chosen as aforesaid, by an Umpire so skilful as aforesaid, to be appointed by them before they proceed in such Reference; and if either of the said Parties shall neglect or

Compensation to be made for Injury as to working Mines.

refuse to appoint a Referee within Seven Days after Notice from the other of the said Parties requiring him to do so, or if either of the said Referees shall neglect or refuse to proceed in the said Reference, then the Referee of the other Party shall proceed alone in the said Reference; and if either of the Referees or Umpire shall die, refuse or become incapable to act, then the Party or Parties appointing such Referee or Umpire shall appoint another in the Place or Stead of the Referee or Umpire so dying, refusing or becoming incapable to act as aforesaid, and the Decision of such Referees, Referee, or Umpire shall be final and conclusive.

Gauges, &c.  
erected under  
former Act  
to be con-  
tinued.

LV. Whereas *Nicholas Brown* and *William Johnson*, the Civil Engineers named in and appointed by the said recited Act, made their Award in Writing pursuant to the Provisions of the same Act, and directed that certain Gauges, Weirs, and Works therein particularly described should be erected and set up near to the said Reservoir, and which Gauges, Weirs, and Works have been erected and set up; now be it enacted, That the said Award shall remain and be in force under this Act, and that the Gauges, Weirs, Feeders, Watercourses, and other Works appertaining thereto, and therein directed to be erected at or near or leading to the said Reservoir, and other the Provisions and Restrictions contained in the said Award, shall remain and be continued and in full Force and Effect under this Act, and that it shall not be lawful for the said Company to take any Water from the said Brooks, Springs, or Streams called *Counthill Brook*, *Leeming Brook*, *Roebuckloe Brook*, *Lower Brook*, *Top-of-Meadows*, or *Strine's Brook*, save and except as in the recited Act and in the said Award, and this Act, or some or one of them, is mentioned and directed.

For keeping  
Gauges and  
Works in  
repair.

LVI. Provided always, and be it further enacted, That the said *Oldham* Gas Light and Waterworks Company shall and they are hereby required from Time to Time and at all Times hereafter to maintain and keep the several Gauges, Weirs, Feeders, Watercourses, and Works appertaining thereto made or constructed or to be made or constructed by virtue or under the Provisions of this Act or the said recited Act, or by the said Award already made, or by any Award to be made in pursuance of this Act, in perfect and complete Repair to the Satisfaction of the Canal Surveyor for the Time being of the Devises of the late Most Noble *Francis* Duke of *Bridgewater* deceased, their Heirs or Assigns, of the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, and of the Company of Proprietors of the *Manchester* and *Salford* Waterworks, and their respective Successors and Assigns, and of the Occupiers of Mills, Manufactories, and Works now or hereafter to be supplied or entitled to be supplied with Water from the River *Medlock*, or of the Inspector or Inspectors to be appointed by them in the Manner in this Act directed; and in case the same Gauges, Weirs, Feeders, Watercourses, and any Works appertaining thereto, or any of them, shall at any Time hereafter be in want of Repair, and the said Devises, their Heirs and Assigns, or either of the said Companies, or any such Inspector or Inspectors as aforesaid respectively, shall by themselves or their respective Agents give Notice in Writing to the said  
*Oldham*

*Oldham Gas Light and Waterworks Company* of such Want of Repair, and if the said last-mentioned Company shall neglect immediately to commence such Repairs, and to proceed therein with all practicable Dispatch until the same shall be completed, then the said Devises of the said Duke of *Bridgewater*, their Heirs or Assigns, or either of the said Companies, or their or either of their Agents, or the said Inspectors or Inspector respectively, may cause such Gauges and Works to be put in perfect and complete Repair; and all the Costs, Charges, and Expences of such Repairs shall be reimbursed by the said *Oldham Gas Light and Waterworks Company* to the said Devises, their Heirs and Assigns, or either of the said Companies, or the said Inspectors or Inspector respectively, by whom or at whose Instance the same Repairs have been carried into effect, upon Demand made thereof by the Agent of the said Devises, or of either of the said Companies, or by the said Inspectors or Inspector; and in default of Payment thereof the same shall and may be recovered by the said Devises, or either of the said Companies, or the said Inspectors or Inspector respectively incurring the same or causing the same to be incurred as aforesaid, by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, with full Costs of Suit.

LVII. And be it further enacted, That it shall and may be lawful for the Occupiers of Mills and other Works supplied with Water from the said River *Medlock* at any Time or Times after the passing of this Act, at any Meeting or Meetings to be held in *Manchester* of the said Occupiers convened for that Purpose by Notice given by Three or more of such Occupiers of Mills or Works, published in one of the *Manchester* Newspapers, to nominate and appoint any fit and proper Person or Persons (not exceeding Three in the whole at any one Time), one of whom shall also, at the same or some subsequent Meeting to be convened as aforesaid, be appointed to act as Treasurer of the Occupiers from Time to Time of Mills and other Works supplied as aforesaid, to inspect and examine the Works of the said Company with a view to protect the Occupiers of the Mills and other Works on the said River from any Abstraction of Water by the said Company, or by any other Person, from and out of the said River *Medlock*, or the Springs, Streams, or Rivulets now or hereafter flowing into the same (save and except as the same is authorized by the said Award, and by this and the said recited Act, or any or either of them), and for other the Purposes in this Act directed and authorized to be done by the Treasurer for the Time being of the said Occupiers; and on such Appointment being made Notice thereof containing the Name or Names and Address of the Person or Persons so from Time to Time appointed shall be given to the said Company; and ever Person so appointed as aforesaid shall have full Power and Authority at all Times to enter upon the Lands and Premises of the said Company, and to inspect and examine the State and Condition of the Gauges, Weirs, Reservoirs, Drains, Trenches, Embankments, and other Works of the said Company, for the Purpose of ascertaining whether the Rights and Interests of the Occupiers of the Mills and other Works on the said River are duly protected, and the Provisions contained in this and the said recited Act, and in the said Award or any of them, in reference thereto, are duly observed and complied

Power for Occupiers of Mills, &c. to appoint Inspectors.

complied with, and for such Purpose to use and adopt all such Means by way of Experiment or otherwise as may be necessary or expedient, but without Injury to the Works of the said Company; and if the said Company, or any of their Agents or Servants, shall wilfully hinder, prevent, or interrupt any such Inspector from entering upon their said Lands and Premises, or from inspecting and examining any of the said Gauges, Weirs, Reservoir, Drains, Trenches, Embankments, or other Works by such Means as he may judge necessary, not being injurious thereto, the said Company shall be liable to a Penalty of any Sum not exceeding Fifty Pounds for every such Offence, the same to be recovered by any such Inspector as aforesaid; or by any one of the said Occupiers of Mills or other Works, before any Two or more Justices of the Peace for the County of *Lancaster*, within One Calendar Month from the Date of such Offence, and levied, in default of Payment thereof, in the Manner in which other Penalties are by this Act directed to be recovered; and the said Justices shall and may award such Part of the said Penalty to be paid to the Treasurer for the Time being of the said Occupiers as they may think proper for and towards the necessary Expences of such Conviction and the Inspection herein-before authorized; and the Residue of the said Penalties shall be paid to the Overseers of the Poor of the Township of *Oldham*, to be applied in aid of the Poor's Rates for the said Township.

Acts of Majority of Occupiers of Mills to bind all others.

LVIII. Provided always, and be it further enacted, That the Acts of the Majority in point of annual Value (such Value to be ascertained by reference to the then last Assessments for the Poor's Rates for the respective Parishes, Townships, and Places in which such Mills, Manufactories, and Works are respectively situated) of Occupiers of Mills and Works supplied with Water from the River *Medlock* present at any Meeting held for any Purpose connected with and under the Provisions of this Act shall bind all the other Occupiers, and also the Owners of Mills and Works supplied or entitled to be supplied with Water from the said River *Medlock*, and shall be valid and effectual for all Purposes.

Power to remove Inspectors.

LIX. And be it further enacted, That the said Occupiers of Mills and other Works now or hereafter to be supplied with Water from the River *Medlock*, or any Three or more of them, shall have Power from Time to Time to remove any Inspector or Treasurer who may have been appointed by them or any of them; and at any Meeting or Meetings from Time to Time to be held and convened as aforesaid to nominate and appoint any other Inspector or Treasurer in the Stead of the Inspector or Treasurer to be so removed, who shall have the same Powers and Authorities as the Inspector or Treasurer so removed.

In case Occupiers of Mills, &c. neglect to appoint Inspectors.

LX. Provided always, and be it further enacted, That in case the said Occupiers of Mills, Manufactories, and Works on the said River *Medlock* shall neglect to appoint any Inspector or Inspectors or Treasurer as aforesaid, or the Inspectors or Treasurer cannot be found, and the said *Oldham* Gas Light and Waterworks Company shall be desirous to give or serve any Notice or other Proceeding on the

said

said Inspector or Inspectors or Treasurer, then and in such Case Service of any such Notice or other Proceeding on any Three of the Occupiers of any such Mills, Manufactories, or Works (separately assessed to the Rates for the Relief of the Poor in the Parish, Township, or Place in which the same are situate in respect of Property of the annual Value of Five hundred Pounds or upwards) shall, by delivering the same to them personally, or by leaving the same at their respective Places of Abode, be deemed and taken to be good and sufficient Service of any such Notice or other Proceeding, and have the like Effect as if the same had been served on any such Inspector or Inspectors or Treasurer as in this Act directed.

LXI. And be it further enacted, That if at any Time it shall appear that any Water from the said Brooks, Springs, or Streams called *Counthill Brook, Leeming Brook, Roebuckloe Brook, Top-of-Meadows Brook, Strine's Brook, and Lower Brook*, or any of them, or any other Brook, Spring, Stream, Rivulet, or Source now or heretofore flowing into the said River *Medlock*, or any of the Feeders thereof, is or has been penned or dammed up, collected, retained, taken, used, or in any Manner interfered with by the said Company, or permitted or suffered by them to flow or escape into any of their present or intended Reservoirs or Works, save and except such Water as the said Company at any Time since the passing of the said recited Act might lawfully have so penned or dammed up, collected, retained, used, or interfered with by virtue of and in accordance with the said recited Act and the said Award thereunder made, or are authorized or empowered to do by this Act or any of them, then and in either and every of the said Cases the said Company shall be liable to and shall incur a Penalty of any Sum of Money not exceeding One hundred Pounds for every Day during which or any Part of which any such Water shall be so illegally penned or dammed up, collected, retained, taken, used, or in any Manner interfered with or affected, such Penalty to be recoverable for each and every separate Offence by the said Inspector or Inspectors for the Time being, or any of them, on Conviction before any Two or more Justices of the Peace for the County of *Lancaster*, within Two Calendar Months from the Commission of any such Offence, and be recovered and applied in manner by this Act directed respecting the Recovery and Application of Penalties imposed on the said Company for the Interruption of the said Inspector or Inspectors in the Duties hereby authorized: Provided always, that the said Company shall not be liable to any such Penalty or Penalties in respect of the Escape of Water into any of their said Reservoirs or Works if it shall be satisfactorily proved before any such Justices that such Escape was occasioned by inevitable Accident, and not from any Neglect or Default on the Part of the said Company, and that due Diligence was observed by the said Company in preventing the Continuance of such Escape of Water after the same had been discovered by or made known to the said Company or any of their Agents or Servants; and provided further, that the said Company shall not be liable to or incur any Penalty or Penalties under the Provision and Enactment herein-before contained in respect of any such Water other than and except the Water from the said Brooks, Springs, or Streams called *Counthill, Leeming, Roebuckloe, Top-of-Meadows, Strine's, and Lower Brooks*, or any of them, or any of the

Penalty on the Company for illegally taking Water.

Penalty not to be recoverable until after Three Years from the passing of the Act.

[Local.]

27 F

Feeders

Feeders thereof, until after the Expiration of Three Years from the passing of this Act.

Company to discharge annually 3,000,000 of Gallons of Water for the Use of the Works on the Medlock.

LXII. And be it further enacted, That when and so soon as all or any of the Springs, Streams, Rivulets, or Waters which the said Company are by this Act authorized to take or use, or any Part thereof, shall be so taken or used, they the said Company shall and they are hereby required to discharge and deliver out of their said present Reservoir into the said River *Medlock*, in each and every Year, Three millions of Gallons of Water, and to permit and suffer the same to flow down the Course of the said River *Medlock* at such Time or Times and in such Quantity as shall from Time to Time or at any Time be demanded in manner herein-after mentioned by the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, or by their Clerk, Treasurer, or principal Agent for the Time being, conjointly with the Devises in Trust of the late Most Noble *Francis* Duke of *Bridgewater* deceased, (or one of such Trustees, or their principal Agent for the Time being), and with the Treasurer or Inspectors for the Time being appointed as aforesaid of the Occupiers of Mills and other Works now or hereafter to be supplied or entitled to be supplied with Water from the said River *Medlock*, or by any Two of such Three Parties (the said Treasurer or one of the said Inspectors being always one of such Parties demanding); and provided also, that Three millions of Gallons at the least, and no more, shall be so discharged and delivered into the said River *Medlock*, in pursuance of this Provision, in each and every Year, commencing on every the First Day of *January*, and terminating on every the Thirty-first Day of *December*; and provided further, that if the said Parties, or such Two of them as aforesaid, shall not jointly have demanded the full Quantity of Three millions of Gallons before the First Day of *December* in each Year, then and in such Case any Two of such Three Parties may make such Demand or Demands from Time to Time, and such Demand or Demands shall be complied with by the said Company, as to the said Quantity of Three millions, or so much thereof as may not have within the Year been delivered, pursuant to a Demand or Demands as aforesaid; provided that if at the Time of any such Demand made there shall not be in the existing Reservoir Thirty-five millions of Gallons of Water, then and in such Case it shall be lawful for the said Company to defer the Discharge and Delivery of the Water so demanded until some subsequent Demand shall be made, in accordance with the Provisions herein contained, by or on behalf of the Parties aforesaid; and if the said Company shall, at any Time when there shall be in the said Reservoir Thirty-five millions of Gallons or upwards, neglect, refuse, or delay, after the Lapse of Twenty-four Hours after any such Demand as aforesaid, to discharge and deliver the Quantity of Water so demanded from and out of the said Reservoir into the said River *Medlock* in the Manner to be prescribed in the Award herein-after mentioned, such Quantity not exceeding, when added to that (if any) previously demanded and discharged during the same Year, the whole Quantity herein-before required to be annually discharged and delivered, then and so often as the same shall happen the said Company shall forfeit and pay for each such Default or Offence the Penalty or Sum of Fifty Pounds to the Company of Proprietors of the Canal

Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, the like Penalty or Sum of Fifty Pounds to the Devises in Trust of the late Most Noble *Francis* Duke of *Bridgewater* deceased, and the like Penalty or Sum of Fifty Pounds to the Treasurer for the Time being of the Occupiers of Mills and other Works now or hereafter supplied or entitled to be supplied with Water from the said River *Medlock*, and which said several Penalties or Sums, with full Costs, shall and may be levied and recovered, for the Use of the said Three several Parties respectively, by Distress and Sale of the Goods and Chattels of the said *Oldham* Gas Light and Waterworks Company, by Warrant under the Hands and Seals of any Two Justices of the Peace for the County of *Lancaster* acting within their Jurisdiction, and which Warrant such Justices are hereby empowered and required to grant upon Application made to them; or the said Penalties or Sums shall and may be recovered by Action of Debt or on the Case in any Court of Record, with full Costs of Suit.

LXIII. And be it further enacted, That Three Engineers shall be nominated and appointed, one of them by the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, (or their Clerk, Treasurer, or principal Agent for the Time being,) conjointly with the Trustees of the late Most Noble *Francis* Duke of *Bridgewater* deceased, (or one of such Trustees, or their principal Agent for the Time being,) and with the Treasurer for the Time being of the Occupiers of Mills and other Works now or hereafter to be supplied or entitled to be supplied with Water from the River *Medlock*, another of the said Engineers by the said Company, and the Third Engineer by the Two Engineers so to be appointed as aforesaid, before proceeding to act; and the said Three Engineers so appointed, or any Two of them (or One Engineer, if the said Company and the said other Parties appoint the same Person), as the Case may be, shall and they are hereby required, by their or his Award in Writing under their or his Hands and Seals or Hand and Seal, to ascertain and determine the Manner in which the aforesaid Quantity of Three millions of Gallons of Water *per Annum* shall be measured and meted out and delivered into and to flow down the Course of the said River *Medlock*, and to specify the Place or Places where and in what Manner proper Gauges or other effectual Devices for measuring the same (and under what Regulations and Restrictions) shall be fixed and maintained, by and at the Expence of the said Company, at or near the said Reservoir, and the Plan, Situation, Nature, Construction, Dimensions, and Levels of such Gauges or other Devices and Works, and the Mode of adjusting the same and preserving the Accuracy thereof; and further, the said Engineers or Engineer (as the Case may be) shall by such their or his Award as aforesaid ascertain and determine the Nature and Construction of a Measure or Index or other effectual Device to be fixed and maintained by and at the Expence of the said Company in the said Reservoir, which shall specify to the Eye at all Times the Quantity of Water contained in such Reservoir, and to award and determine whether, as well any Gauge or Gauges or other Works to be made for the Purpose of complying with the Directions of the said Award, as also the Gauge already fixed at the South-easterly End or Corner of the said Reservoir, are or will be liable to Injury, Interruption, or Interference; and

Engineers to be appointed to determine how the aforesaid 3,000,000 of Gallons shall be discharged down the Medlock.

and in case they shall award and determine that the Gauge or Gauges or other Works as aforesaid are or will be so liable as aforesaid, then they are hereby required to direct, award, and determine in what Way and by what Means and under what Restrictions and Regulations the Gauge or Gauges or other Works as aforesaid may be best protected and rendered altogether or as as much as possible free from Injury, Interruption, or Interference; and all Works which they shall so direct, award, or determine to be done for all or any of the aforesaid last-mentioned Purposes shall be completed and maintained, by and at the Expence of the said Company, with all practicable Dispatch, and to the Satisfaction of some Person or Persons to be named in the said Award, which said Award shall be made and executed on or before the First Day of *November* in the Year of our Lord One thousand eight hundred and thirty-nine.

Engineers to be appointed within Twenty-one Days after Service of Notice from the one Party on the other.

LXIV. And be it further enacted, That after Notice in Writing from either the Clerk to the said *Oldham* Gas Light and Waterworks Company, or the Company of Proprietors of the Canal Navigation from *Manchester* to or near to *Ashton-under-Lyne* and *Oldham*, or their Clerk, Treasurer, or principal Agent for the Time being, conjointly with the Devisees in Trust of the late Most Noble *Francis* Duke of *Bridgewater* deceased, or one of such Trustees, or their principal Agent for the Time being, and the Treasurer of the said Occupiers respectively, to the other of them, specifying in such Notice the Christian and Surname and Designation of some Engineer, not being a Proprietor of Shares in the said *Oldham* Gas Light and Waterworks Company, or an Owner or Occupier of any Mill or Works now or hereafter to be supplied or entitled to be supplied with Water from the River *Medlock*, or a Proprietor or Shareholder in the said Canal, who shall have been appointed by the Parties on whose Behalf such Notice shall be given to act as Referee on their Behalf, the Party to whom such Notice shall be given shall, within Twenty-one Days after Service of such Notice, nominate and appoint some other Engineer, not being a Proprietor, Owner, or Occupier as aforesaid, to be Referee on their Behalf; and shall also, within such Period of Twenty-one Days, by their respective Clerks, Treasurer, Inspector, or principal Agent respectively, or by One of the said Devisees, give Notice in Writing of such Appointment, specifying the Christian and Surname and Designation of the Engineer so appointed, to the other of them, by leaving the same with the Clerk, Treasurer, or principal Agent of the said Parties respectively, or at their respective Places of Abode of the Treasurer or Inspector of the said Occupiers; and thereupon it shall be lawful for the said Two Engineers and they are hereby required, before they shall proceed to the Inquiry, to appoint by Writing under their Hands some Third Engineer, not being a Proprietor, Owner, or Occupier as aforesaid, to be and act as a Third Engineer; and it shall be lawful for such Engineers, or any Two of them, or for One Engineer alone, (in case both Parties shall have appointed one and the same Person to be the Engineer for each of such Parties,) to proceed to inquire into and determine the Matters herein-before mentioned; and the Award or Determination of such Three Engineers, or of any Two of them, or of such One Engineer alone (as the Case may be), shall be reduced into Writing, and signed by the Persons or Person making the same, and



and shall be delivered to the Clerk of the Peace for the County Palatine of *Lancaster*, and kept by him amongst the Records of the said County Palatine, and such Determination shall be final, binding, and conclusive; and in case any of the said Engineers who shall be so appointed shall die, or refuse to act, or become incapable of acting, before making their or his Award, then some other Engineer, not being interested as aforesaid, shall, within Fourteen Days after such Death, Refusal, or Incapacity shall be known, be nominated and appointed (by the Party or Parties by whom the Engineer so dying, refusing, or becoming so incapacitated was appointed) to be an Engineer in the Place or Stead of the Engineer so dying, refusing, or becoming incapacitated, and such new Engineer shall have and be invested with the same Powers in all respects as the Engineer in whose Place or Stead he shall be appointed had or was invested with; and in case the said Company or their Committee of Management, or the said other Parties respectively, shall refuse or neglect to make such Appointment of an Engineer, or to cause Notice to be given within Twenty-one Days after Service of such first-mentioned Notice, or within Fourteen Days after the Death, Refusal or Disability to act of any Engineer appointed by them shall be known (as the Case may require), then and in any such Case it shall be lawful for the Engineer appointed by the other Party, and whose Name shall be specified in such Notice as aforesaid, alone to proceed in such Inquiry, and also alone to determine the Matters aforesaid, and also alone to sign such Determination, and to deliver the same as aforesaid, and such Determination shall be final, binding, and conclusive.

LXV. Provided always, and be it further enacted, That in case the Matters aforesaid shall have been referred to One Engineer only, and such One Engineer shall die, refuse or become incapable to act before the Matter of Reference shall be determined, then the said Company and the said other Parties shall again proceed *de novo* to the Appointment of Engineers in such and the same Manner as if no such Appointment or Proceeding had taken place.

If Engineer die before the Matters are determined, Company to appoint another.

LXVI. Provided also, and be it further enacted, That the Provisions, Enactments, and Declarations in the said recited Act contained for the Enrolment of the Award, and the Payment of Expences of the Reference and Award therein directed, shall extend to the Reference to Engineers, and their or his Award hereby directed to be made as aforesaid.

Provisions respecting the Enrolment of Award, &c. in former Act to extend to this Act.

LXVII. And be it further enacted, That whenever the said Company are to be required in pursuance of this Act to discharge the said Three millions of Gallons of Water, or any Part thereof, from and out of the said Reservoir into, and that the same may flow down the Course of the said River *Medlock*, the Demand shall be in Writing, and may either be delivered personally to the Clerk or managing Agent for the Time being of the said *Oldham* Gas and Waterworks Company, or may be left at any Office of the said last-named Company: Provided always, that in case the said Demand in Writing be left at any Office of the said Company the same shall be so left between the Hours of Six in the Morning and Six in the Evening on some Day in the Year, not being *Sunday*, *Good Friday*,

By whom and when Demand to be delivered.

[Local.]

27 G

or

or *Christmas Day*; and provided also, that such Demand in Writing shall be left or delivered as aforesaid Twenty-four Hours before the same is required to be acted upon; and also that such Demand in Writing shall be endorsed on the Outside thereof in legible Characters, "Order for Water for the *Medlock*."

Recovery of  
Rent.

LXVIII. And be it further enacted, That if any Body or Bodies, Trustees, Commissioners, Surveyors, or other Person or Persons, who have contracted or shall or may contract with the said Company as aforesaid; or who have agreed or who shall or may agree to take or shall use or enjoy the Benefit of the said Gas and Water, or either of them, either in their private Dwellings, Shops, Inns, Taverns, Warehouses, Mills, or other Buildings or Manufactories, Grounds, or Premises, or otherwise, shall refuse or neglect, after Demand made thereof, to pay the Rent or Rents or Sum or Sums then due for the same, or either of them respectively, to the said Company, or to the Person or Persons authorized to receive the same, according to the Terms and Stipulations between the said respective Parties and the said Company, then and in every and any such Case such Rent or Rents or Sum or Sums of Money, and every or any Part thereof, shall be recoverable and shall and may be recovered by the said Company, or by the Person or Persons authorized and appointed to collect and receive the same Rent or Rents or Sum or Sums of Money, together with Costs, by Distress and Sale of the Goods and Chattels of the Person or Persons refusing or neglecting to pay the same, or any Part thereof, wheresoever such Goods and Chattels may be found, in the same Manner as Rents in arrear upon common Demises may by Law be recovered, or the same, with Costs of Suit, may be recovered in Her Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case; and it shall also be lawful for the said Company to cut off and take away the Supply of Gas and Water, or either of them, from the House or Houses, Shops, Inns, Taverns, Warehouses, Mills, or other Buildings or Manufactories, Grounds or Premises of every such Body, Person, or Party so making default in payment of such Sum or Sums of Money then due by him, her, or them to the said Company after such Demand as aforesaid, and thenceforth to discontinue the Supply of Gas and Water, or either of them, contracted for with the said Company by such Body, Person, or Party.

Repealing  
Provisions as  
to calling  
Meetings of  
the Company.

LXIX. And be it further enacted, That from and after the passing of this Act so much of the said recited Act as provides for and directs how General and Special General Meetings of the said Company shall be called, and what Notices of such General Meetings shall be given, shall be and the same is hereby declared to be repealed.

Directing  
how General  
and Special  
General  
Meetings of  
the said Com-  
pany are to  
be called.

LXX. And be it further enacted, That Notice of every General or adjourned General or Special General Meeting of the said Company shall be given by Advertisement in One or more Newspaper or Newspapers published in the said County Palatine of *Lancaster*, mentioning the Time and Place, and as to every such Special General Meeting the Purpose thereof, Ten Days at the least prior to any such General or adjourned Meeting or Special General Meeting;

and every such Notice of such General or Special General Meeting shall be given in the Name or Names of the Clerk or Clerks of the said Company for the Time being, or in the Names of any Three or more Proprietors of Shares in or Members of the said Company, or in the Name or Names of the Clerk or Clerks to the said Company, by the Order of any Three or more of such Proprietors or Members.

LXXI. And be it further enacted, That so much of the said recited Act as enacts 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 should seem meet and proper, and from Time to Time to alter the same and make others, and to impose and inflict such Fines and Forfeitures upon Persons offending against the same as to the said Company should seem meet and expedient, shall be and the same is hereby declared to be repealed.

Repealing Provision in former Act empowering Company to make Bye Laws.

LXXII. And be it further enacted, That so much of the said recited Act as enacts or provides that any Money which may be awarded by any Justice or Justices of the Peace by way of Damages to be paid by any Person who shall carelessly, negligently, or accidentally break, throw down, remove, destroy, damage, or otherwise injure any Pipe or other Matters or Things belonging to the said Company may, in case of Neglect or Refusal to pay any Sum or Sums so awarded within Four Days after Demand, be raised and levied in such and the like Manner as any Fine, Penalty, or Forfeiture is by the said Act directed to be raised and levied, shall be and the same is hereby declared to be repealed.

Repealing certain Provisions in former Act for levying certain Damages.

LXXIII. And be it further enacted, That if any Person or Persons shall 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, Lamp, or other Apparatus, Matter, or Thing belonging thereto, or to the said Company, or belonging to any Person or Persons, and set up by him, her, or them at his, her, or their private Expence, or waste any Inflammable Air or Gas supplied by the said Company, or keep the Light or Lights burning for a longer Time than he, she, or they shall have contracted to pay for, or shall not, upon Demand by the said Company, or their Committee of Management, or their Clerk or Engineer, or other Person or Persons authorized by them, make Satisfaction for the Damage done, or the Excess of Gas obtained and used by keeping the Lights burning longer than they shall have contracted for as aforesaid, then and in every such Case it shall be lawful for any Two or more Justices of the Peace for the County of *Lancaster*, and they are hereby empowered and required, upon Complaint to them made, to summon before them the Party or Parties against whom such Complaint shall be preferred, and upon hearing the Allegations and Proofs on both Sides, or on Non-appearance of the Party or Parties so complained against, to proceed *ex-parte*, and to award such Sum or Sums of Money by way of Satisfaction to the Company, or to such other Person or Persons (as  
the

Satisfaction for accidental Damages of Lamps, &c.

the Case may be and require), for such Damage or Excess, as such Justices shall think reasonable; and in case of Refusal or Neglect to pay any Sum or Sums so awarded within Fourteen Days next after Demand, it shall be lawful for such Justices, or any one of them, and they and he are and is hereby required, to cause the same, together with all Costs and Charges attending the Recovery thereof, to be raised and levied by Distress and Sale of the Goods and Chattels of the Party or Person liable to the Payment of such Sum or Sums of Money by Warrant under the Hand and Seal of such Justice, rendering the Overplus, if any, after Payment of the Sum awarded as aforesaid, and the reasonable Costs and Charges of such Warrant, Distress, and Sale, to the Owner of such Goods and Chattels, and which Warrant any such Justice is hereby empowered to issue.

Justices may proceed by Summons in the Recovery of the Penalties.

LXXIV. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is imposed and made recoverable by Information before a Justice or Justices of the Peace it shall be lawful for any Justice of the Peace to whom Complaint shall be made of any Offence against this Act to summon the Party complained against before him and some other Justice or Justices, and on such Summons the Justices then present, or any Two of them, shall and may 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 for such Justices, or either of them, to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before any 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 or had been exhibited.

Penalties and Damages against the Company may be recovered from or paid by the Treasurer.

LXXV. And be it further enacted, That the said Company shall and they are hereby required to appoint a Treasurer, and to take Security from such Treasurer for the Performance of his Trust; and all Penalties, Forfeitures, and Damages payable by the said Company by virtue of the said recited Act or this Act, and which might by virtue of the said recited Act or this Act be levied or recovered by Distress and Sale of the Goods and Chattels of the said Company, may be levied and recovered by Distress and Sale of the Goods and Chattels of such Treasurer: Provided always, that it shall be lawful for any such Treasurer to pay and discharge out of any Monies in his Hands the Amount of all or any of such Penalties, Forfeitures, and Damages which, upon Conviction before any Two or more Justices of the Peace, shall be payable by the said Company by virtue of this Act; and it shall also be lawful for any such Treasurer against whose Goods and Chattels any such Warrant of Distress shall be issued forthwith to pay and discharge, out of any Monies in his Hands belonging to the said Company, the Amount of the Penalty or Forfeiture or Damages for which such Warrant of Distress shall be issued, and also the reasonable Costs of such Warrant of Distress, and to charge such several Payments in his Accounts against the said Company as Monies paid by Authority and on behalf of the said Company, and the said Company shall allow such

such several Payments accordingly; and in case such Treasurer at the Time of the issuing or executing of such Warrant of Distress shall not have any or sufficient Monies for making such Payments in his Hands belonging to the said Company, and shall nevertheless forthwith pay the same as aforesaid, or shall suffer any Loss, Damage, or Injury by reason of such Distress, such Treasurer shall and may recover all Monies so paid, and the Amount of all Loss, Damage, or Injury so sustained, from the said Company, by Action of Debt or on the Case; or if the Amount thereof shall be less than Twenty Pounds, then by such other Ways and Means as any Penalty, Forfeiture, or Damages not exceeding Twenty Pounds may be recovered by virtue of the said recited Act or this Act.

LXXVI. Provided always, and be it further enacted, That nothing in this Act or the said recited Act contained shall extend or be construed to extend to compel any Person or Persons or Corporation to sell or convey any Land or Hereditaments to the said Company for making, erecting, or constructing Gas Works thereon, or for any of the Purposes of this Act or the said recited Act relating to Gas.

No Person shall be compelled to sell Land, &c. for Gas Purposes.

LXXVII. And be it further enacted, That in case any Person against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk or Treasurer or any one of the Committee for the Time being of the said Company, or any other Person from Time to Time authorized by the said Company, may do all the same Acts and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in Choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claims or Demands of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

How Debts may be proved in Cases of Bankruptcy.

LXXVIII. Provided always, and be it further enacted; That the said Company shall and they are hereby required to provide a Board, and to cause to be painted thereon in legible Characters Specifications of the several Offences for which any Penalty is by this Act imposed, and of the Amount of the Penalty to which any Offender is by this Act subjected in respect of each such Offence, and shall cause such Board with such Specifications painted thereon to be put up and affixed on the public Office or some other conspicuous Place in the said Town of *Oldham*; and in case such Board shall become decayed or defaced, or the Letters or Figures thereon shall be obliterated, the said Company shall from Time to Time restore the same, or cause the same to be restored and kept legible; and no Penalty by this Act imposed shall be payable or recoverable until such Board as aforesaid shall have been provided, put up, and affixed as aforesaid: Provided always, that if any Person shall pull down or break or deface any such Board so put up or affixed, or shall obliterate any of the Letters or Figures thereon, every such Person shall forfeit and pay for each Offence any Sum not exceeding Five Pounds, and shall also pay and defray the Expences attending the restoring of the same, to be recovered and levied as any Penalty by this Act imposed may be recovered and levied.

A Board specifying the Penalties imposed by the Act to be put up in some conspicuous Place in the Town.

[Local.]

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LXXIX. And

Execution  
may be issued  
against any  
Holder of a  
Share.

LXXIX. And be it further enacted, That in case any Execution upon any Judgment or Decree in any Action, Suit, or other Proceeding obtained against the said Company, whether as Plaintiff or as Defendant or Respondent, shall be ineffectual for obtaining Payment of or Satisfaction for the Sum or Sums sought to be recovered thereby, it shall be lawful for the Court in which such Action, Suit, or other Proceeding may have been brought or instituted, upon the Application of the Party or Parties who shall have obtained such Judgment or Decree against the said Company, to issue Execution against any Person or Persons who shall be a Proprietor or Proprietors of any Share or Shares in the Capital or Joint Stock of the said Company: Provided always, that in case such last-mentioned Execution against such Proprietor or Proprietors shall also be ineffectual for obtaining Payment of or Satisfaction for the Sum or Sums sought to be recovered thereby, it shall be lawful for the said Court, upon Motion to be made in open Court, on Notice to the Person or Persons sought to be charged, to issue Execution against any other Person or Persons who shall be a Proprietor or Proprietors of any Share or Shares in the said Capital or Joint Stock of the said Company; provided also, that the Sum which shall be recovered from the Proprietor of any such Share or Shares shall not in any Case exceed the Sum or Sums remaining unpaid upon the Share or Shares of which such Proprietor shall be possessed, and for the Payment of which Sum or Sums such Proprietor would have been liable if called for by the Committee of Management of the said Company: Provided also, that the Sum recovered from any such Proprietor shall be considered as so much Money advanced to and for the Use of the said Company; and it shall be lawful for the Committee of Management of the said Company to make Calls in respect of any Share belonging to such Proprietor for such Sum of Money only as, together with the Sums already paid thereon and the Sum recovered from such Proprietor in respect thereof, shall amount to the Sum of Ten Pounds for each such Share: Provided also, that for the Purpose of ascertaining the Proprietor of the said Shares it shall be lawful for any Judgment Creditor or Creditor by Decree at all reasonable Times to inspect the Book containing the List of Proprietors of Shares in the Capital or Joint Stock of the said Company without Fee or Reward.

No larger  
Sum to be  
recovered  
than the  
Amount re-  
maining un-  
paid on any  
Share.

Waterworks,  
&c. to be  
made under  
the Authority  
of this Act  
shall be com-  
pleted in Five  
Years.

LXXX. Provided always, and be it further enacted, That in case the Aqueducts or other Waterworks intended to be made under the Authority of this Act shall not have been completed so as to answer the Objects of this Act within the Term of Five Years from and after the passing thereof, all the Powers and Authorities for making the same given by this Act shall thenceforth cease and determine, save only as to so much as shall have been completed within the said Term of Five Years.

Expences of  
the Act to be  
paid by the  
Company.

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

LXXXII. Pro-

LXXXII. Provided always, and be it further enacted, That, save as herein-before mentioned, nothing in this Act contained shall extend or be construed or deemed to extend to extinguish, abridge, interrupt, prejudice, or affect any of the Rights, Powers, Privileges, or Authorities of the Commissioners named and authorized in and by a certain Act of Parliament made and passed in the Seventh Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for paving, watching, lighting, cleansing, and improving the Township of Oldham in the County of Lancaster, and for regulating the Police thereof*, or to repeal or annul any of the Provisions thereof. Saving Rights of Commissioners of Paving. 7 G. 4. c. 117.

LXXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to alter, diminish, take away, or affect any of the Privileges, Rights, Powers, or Authorities of or vested in or belonging to the Company of Proprietors of the Canal Navigation from *Manchester* to or near *Ashton-under-Lyne* and *Oldham*, or to the Devises in Trust, of the late Most Noble *Francis* Duke of *Bridgewater* deceased, save as the same are hereby expressly altered, diminished, taken away, or affected. Saving other Rights.

LXXXIV. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Manchester* and *Salford* Waterworks in virtue of all or any of the following Acts; namely, an Act passed in the Forty-ninth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for more effectually supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; an Act passed in the Fifty-third Year of the Reign of His said Majesty, intituled *An Act for enlarging the Powers of an Act of His present Majesty, for supplying with Water the Towns of Manchester and Salford in the County Palatine of Lancaster*; an Act passed in the Fifty-sixth Year of the Reign of His said Majesty, intituled *An Act for altering, amending, and extending the Powers of Two Acts of His present Majesty's Reign, for supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*; an Act passed in the First and Second Years of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to alter and amend several Acts passed for more effectually supplying with Water the Inhabitants of the Towns of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster, and for extending the Powers and Provisions of the said Acts*; and an Act passed in the Fourth Year of His late Majesty King *George* the Fourth, intituled *An Act to alter, amend, and enlarge the Powers of the several Acts passed for more effectually supplying with Water the Inhabitants of the Town of Manchester and Salford in the Parish of Manchester in the County Palatine of Lancaster*. Saving Rights of Manchester and Salford Waterworks Company. 49 G. 3. c. 192. 53 G. 3. c. 20. 56 G. 3. c. 12. 1 & 2 G. 4. c. 47. 4 G. 4. c. 115.

LXXXV. 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. Public Act.

The

## The SCHEDULE referred to in the foregoing Act.

Description of Property.	Owner.	Lessee.	Occupier.
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## THE COUNTY OF LANCASTER.

*Township of Oldham in the Parish of Prestwich-cum-Oldham.*

Turnpike Road leading from Oldham to Austerlands.	Under the Care of the Trustees of the Manchester, Oldham, and Austerlands Turnpike Road and Branches, for the Use of the Public.		
Water running into a Stream called the River Medlock.			

## WEST RIDING OF THE COUNTY OF YORK.

*Township of Quick in the Parish of Saddleworth.*

Turnpike Road from Oldham to Austerlands.	Under the Care of the Trustees of the Manchester, Oldham, and Austerlands Turnpike Road and Branches, for the Use of the Public.		
Footpath from Lower Brook Mill.	The said Devises in Trust under the Will of James Lees, deceased.	- - -	Used by the Public.
Lower Brook and Occupation Road.	Edward Moss and Peter Seville.	- - -	Themselves and Jonathan Schofield.
Footpath to Lower Brook	John Mayall - - -	- - -	Betty Buckley and the Public.
Plantation - - -	Edward Moss - - -	- - -	Jonathan Schofield.
Plantation - - -	Richard Redfern, Hugh Shaw, Giles Shaw, James Shaw, Joseph Shaw, and William Shaw.	- - -	Hugh Shaw, Giles Shaw, James Shaw, Joseph Shaw, and William Shaw.
Footpath - - -	Ditto - - -	- - -	James Shaw and Joseph Lees.
Occupation Road to Mill and Farm.	Richard Redfern, Hugh Shaw, Giles Shaw, James Shaw, Joseph Shaw, and William Shaw.	- - -	Hugh Shaw, Giles Shaw, James Shaw, Joseph Shaw, and William Shaw.
Top-of-Meadows Brook.	Ditto and James Mayers Taylor, Edward Moss, and Samuel Lees.	- - -	Ditto and James Shaw, Jonathan Schofield, Edmund Mills, and George Seville.
Public Footpath to Strines	Samuel Lees - - -	- - -	The Public.
Strines Brook - - -	Ditto - - -	- - -	Edmund Mills.
Footpath to Green Lane	Alexander Radcliffe Sidebottom.	- - -	William Dunkerley.
Occupation Road called Green Lane.	William Whitehead Winterbottom and Samuel Lees.	- - -	Themselves and the Oldham Gas Light and Waterworks Company.