



ANNO TERTIO

GULIELMI IV. REGIS.

Cap. xxxi.

An Act for better supplying with Water the City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is situated in the County of *Devon*.
[6th May 1833.]

WHEREAS the Inhabitants of the City and County of the City of *Exeter* are not at present so conveniently or sufficiently supplied with Water for domestic and other Purposes as they might be, and are thereby put to Inconvenience; and several Parts of the said City and County have of late Years become more populous, and are increasing in Population and in Houses and other Buildings; and the Property of the said Inhabitants, where Water Pipes are not already laid down, is liable to increased Danger in Cases of Accident by Fire, which Inconvenience and Loss might be lessened, and the Lives and Property of the Inhabitants of the said City and County better preserved and protected, if a more full and convenient Supply of Water was provided: And whereas *James Golsworthy* of the City of *Exeter*, Gentleman, is or claims to be the present Proprietor of certain Parcels of Land, Tenements, Stream of Water, Wheel Engine, Water Wheel Engine, Buildings, and Waterworks situate, lying, and being in the respective Parishes of *Saint Edmund* and *Saint David* in the County of the said City of *Exeter*, and of Water Pipes and Water Cisterns situate within the several Parishes of the said City and County of the said City of *Exeter*, and of a Cistern behind the Guildhall of the said City now used as a Water Cistern, Tank, or Reservoir of Water, for and during all the Rest, Residue, and Remainder of a certain Term of Two
[Local.] 5 E hundred

hundred Years therein now to come, by virtue of a Lease under the Common Seal of the Mayor, Bailiffs, and Commonalty of the said City of *Exeter*, bearing Date the Twelfth Day of *February* One thousand six hundred and ninety-four, for and during the full End and Term of Two hundred Years, commencing from the Seventh Day of *November* then preceding, and from thence next ensuing, and fully to be complete and ended, with Powers and Licences thereby also granted and demised, for the Purpose of forcing into the said City and County of *Exeter* sufficient Water for the Inhabitants thereof and within the Liberties thereof, where-soever the said Mayor, Bailiffs, and Commonalty might lawfully grant or demise any such Power or Licence, so and in such Manner that the Quantity of Water so to be drawn and forced should not in the whole exceed a Stream, Pillar, or Cylinder of Water Seven Inches in the Diameter, all which Premises are now better known by the Name of "The *Exeter* Waterworks," and which are supplied by a Stream of Water running through a Leat called the *Engine Mill Leat*, out of and from the River *Exe*; and he is thereby enabled and is willing, at his own Expence, to undertake the better Supply to the Inhabitants of the said City and County of the said City of *Exeter* with Water; but the same cannot be carried fully and completely into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, for and during the Residue of the said Term of Two hundred Years therein yet to come and unexpired, and for such further renewed Term, or any Freehold Estate and Interest which he or they may hereafter have therein, and his and their Agents, Servants, and Workmen, and he and they is and are hereby empowered, to collect, divert, and raise the Water of the River *Exe*, as now flowing through the aforesaid Leat or Cut called the *Engine Mill Leat*, into Pipes or otherwise, and from thence into any Reservoir or Cistern already or hereafter to be made for that Purpose, to be called "The *Exeter* Waterworks," and also from Time to Time to raise and convey Water from and out of the said Leat or Cut into and out of the said Reservoir or Cistern, and distribute the same in Pipes or otherwise through and into the several Parishes within the City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is situate in the County of *Devon*, and to the Inhabitants of the Streets, Houses, Factories, Hospitals, Prisons, and other Buildings and Premises thereof, who shall for any Part of the Residue of the said Term of Two hundred Years, or such further Term as aforesaid, agree with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to be supplied with such Water, and also to enter into and upon, and to bore, cut, dig, and sink Trenches, and lay Pipes, Cocks, Plugs, Branches, and other Apparatus, in and from such River and Leat, both or either of them, and from Time to Time to use and break up all Highways, Roads, Streets, Lanes, Passages, and Places within the said several Parishes situate within the said City and County of the City of *Exeter*, and that Part of the Parish of *Saint David* as is situate in the County of *Devon*, which shall be found necessary for laying and constructing, and from Time to Time opening, scouring, cleansing, repairing, and maintaining such Pipes, Cocks, Plugs, Branches, and other Apparatus as aforesaid, and to get

Power to Mr. Golsworthy to collect the Water of the River *Exe* flowing through the *Engine Mill Leat*, and distribute the same into Pipes for the Supply of the Inhabitants of *Exeter*.

and use or remove any Earth, Stones, Rubbish, Trees, Gravel, Sand, or any other Matters and Things which may be found necessary in constructing, laying, using, altering, or repairing the same, and from Time to Time, during the said Term, or such further Term as aforesaid, for all and every of the Purposes and under the Provisions of this Act, to make, erect, and maintain Steam Engines, Water Wheels, Pumps, and any other Apparatus, Cisterns, Ponds, Basins, Main and other Pipes, Branches of Lead and other Metal, Cocks, Valves, Plugs, Feeders, Drains, Sluices, Works, and Devices, and do and provide all such other Matters and Things as he the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall from Time to Time, during the Residue of the said Term of Two hundred Years, or such further Term as aforesaid, judge necessary for effectually completing, amending, altering, improving, and using the Works and Conveniences authorized by this Act to be done in the most beneficial Manner, and for raising, conveying, and distributing a sufficient Supply of Water through and into the said several Parishes within the said City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is situate in the said County of *Devon*, and to the Inhabitants of the Streets, Houses, Factories, Hospitals, Prisons, and other Buildings and Premises thereof, he the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and his or their Agents, Servants, and Workmen, doing as little Damage as may be, and making Satisfaction in the Manner herein mentioned to all Persons interested for any Damage which shall be by them sustained by reason of this Act; and this Act shall be sufficient to indemnify the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and his and their Agents, Servants, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue hereof.

II. And be it further enacted, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, from Time to Time to do and perform all and every the said Works, Matters, and Things, and to execute all or any of the Powers by this Act granted, in, over, upon, or through all or any of the Lands, Buildings, and Grounds described in the Schedule hereunto annexed, and to enter thereupon and stake out the same at his and their Pleasure, making reasonable Satisfaction to the Owners thereof and Persons interested therein for the Damage they shall sustain thereby in manner herein provided.

Mr. Golsworthy may lay Pipes, &c. in the Lands described in the Schedule to this Act, making Satisfaction.

III. And whereas a Map or Plan, describing the intended Situation of the said Reservoirs, and the Line of the Pipes through which the Water will flow to and from the same, and a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers of the Lands respectively through which the said Pipes are intended to be carried, have been deposited at the Offices of the Clerks of the Peace for the said City and County of the City of *Exeter* and the said County of *Devon* respectively; be it therefore enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerks of the Peace for the Time being, or his or their Deputy; and all Persons interested therein shall at all reasonable Times have Liberty to inspect the same, and take a Copy thereof, or such Part thereof as such Persons shall require, on paying to the said Clerks of the Peace or their Deputies the Sum of One Shilling for every Inspection, and at the Rate of Sixpence for

Map, &c. to be deposited with the Clerks of the Peace, to remain there, and be open to Inspection,

every

Not to deviate more than 100 Yards from the Plan.

every Hundred Words of such Copies ; and the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not, in forming the said Reservoirs and laying the said Pipes, deviate more than One hundred Yards from the Plan of the said Reservoirs, or from the Line of the said Pipes so described in the said Plan, or enter upon or take or use any Lands whatsoever other than those described on the said Plan.

Errors in Plan, &c. not to prevent Completion of the Works.

IV. Provided always, and be it further enacted, That if any of the Lands, Buildings, or Grounds intended to be taken or used for the Purposes of this Act shall happen not to be described in the said Map or Plan, or any of the Owners or Occupiers of the same, or any of the Lands, Buildings, or Grounds described in the said Map or Plan, or any Part thereof, shall happen to be omitted, misnamed, or inaccurately described in the said Map or Plan and Book of Reference, or either of them, such Omission, Misnomer, or inaccurate Description shall not prevent or retard the Execution of this Act ; but the Lands, Buildings, or Grounds, and every Part thereof, shall or may be taken and used, for the Purposes of this Act, as fully and effectually as if the Owners and Occupiers of the same had not been omitted or misnamed or were more accurately described therein, in case it shall appear to any Two or more Justices of the Peace of the said City and County of the City of *Exeter*, or the said County of *Devon*, respectively, and be certified by Writing under their Hands, that such Omission, Misnomer, or inaccurate Description proceeded from Mistake only, or that the real Owners and Occupiers of such Lands, Buildings, or Grounds had Notice that the same would be wanted for the Purposes of this Act.

For supplying Deficiencies in the Land Tax.

V. And whereas by reason of taking down Houses and Buildings, and making Alterations, in pursuance of this Act, there may be Deficiencies in the Assessments for the Land Tax in the several Parishes through which the said Reservoir or Reservoirs, Trenches, Pipes, or other Works will pass and be situate ; be it therefore enacted, That, for preventing the same, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall, from and after the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall become seised or possessed of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Tax, (unless the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall redeem the same,) be subject and liable to pay to or in aid of the said Parishes, out of the Monies to arise by virtue of this Act, all such Money as shall be deficient in the said Assessments for Land Tax within the said Parishes by reason of taking down or using, for the Purposes of this Act, any Houses and Buildings liable to such Assessments, according to the Rental at which the same are valued or rated at the Time of passing this Act ; and the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, is and are hereby required to pay all such Assessments, on Demand, to the Collector or Collectors of the Land Tax Assessments accordingly.

Houses, &c. not to be injured or Land taken,

VI. Provided always, and be it further enacted, That nothing herein contained shall authorize the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to enter, take, or damage, in the Exercise of any of the Powers herein contained, any House or other Building,
or

or to enter into and use any private inclosed Land, (other than the Houses, Buildings, and private inclosed Lands described in the said Schedule hereunto annexed,) without the Consent of the Owner and Occupier thereof for the Time being first had in Writing for that Purpose.

VII. Provided also, and be it further enacted, That if the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not, within the Period of Three Years from the passing of this Act, complete the Works hereby authorized, and lay the said Pipes in the several Highways, Roads, Streets, Lanes, Passages, and Places through and within the said several Parishes situate within the said City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is situate in the said County of *Devon*, or so much thereof as he or they shall deem necessary, then and from thenceforth the Powers and Authorities which are hereby granted to him and them for that Purpose shall be utterly void (save and except with the Consent in Writing of the Owners and Occupiers of the Premises to be affected thereby respectively).

Works to be made in Three Years.

VIII. And be it further enacted, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and he and they is and are hereby empowered to treat, contract, and agree for the absolute Purchase of any Lands, Tenements, or Hereditaments for the Purposes of this Act, and to accept and take a Conveyance thereof; and it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbonds, Guardians, Trustees, and Feoffees in Trust for charitable and any other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of every Person entitled in Reversion, Remainder, or Expectancy, if incapacitated, and as to such Husbonds and Guardians also for and on behalf of their Wives and Wards, and as to such Committees also for and on behalf of the Lunatics and Idiots of whom they shall be the Committees respectively, and as to all such Bodies Politic, Corporate, or Collegiate, Corporations, Trustees, and Feoffees in Trust, Executors, Administrators, and other Persons as aforesaid, also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever, who are or shall be seised, possessed of, or interested in any Lands, Buildings, or Grounds which shall be wanted or required for the Purposes of this Act, to contract for, sell, and convey the same to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns; and all such Conveyances shall be made according to the following Form, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Incapacitated Persons empowered to sell Lands.

' I of in consideration of the Sum of Form of
 ' to me paid by *James Golsworthy* of the City of Conveyance.
 ' *Exeter*, Gentleman, do hereby, in pursuance and by virtue of the
 ' Power in that Behalf contained in an Act passed in the Third Year of
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And all such Conveyances shall be valid and effectual in the Law to all Intents and Purposes, and shall operate as a Merger of all outstanding Terms of Years, and be a complete Bar of all Estates Tail, and other Estates, Rights, Trusts, and Interests whatsoever; and from and immediately after the making such Sale and Conveyance the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall for ever have, take, and enjoy the Lands, Buildings, and Grounds therein comprised as his and their own Right and Property.

IX. And be it further enacted, That if in making the said Reservoirs and other Works hereby authorized to be made any Pieces or Parcels of Ground shall be cut through and divided, so that what shall be left on each or either Side thereof shall be less than Half an Acre in Quantity, or less than Fifty Yards in average Breadth throughout the whole Length thereof, and if the Owner or Owners of any such Pieces or Parcels of Ground shall not have any other Land or Ground adjoining to that which shall be so left on each or either Side thereof, then and in every such Case, if the Owner or Owners, or Person or Persons entitled to the Possession or to the Rents and Profits of the same, shall so require, but not otherwise, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall also take and purchase the Piece or Parcel or Pieces or Parcels of Ground so left on each or either Side thereof, being less than Half an Acre in Quantity or less than Fifty Yards in average Breadth throughout the whole Length thereof as aforesaid, the Value thereof to be ascertained in the same Manner as is herein directed concerning any Lands, Buildings, or Grounds to be taken and used for the Purposes of this Act.

X. And be it further enacted, That in case the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and the several Parties interested in any such Lands, Buildings, and Grounds, or any of them, cannot or do not agree as to the Amount of the Purchase Money for the same, or Compensation for Damages as herein-after mentioned, the same shall be ascertained and settled by the Verdict of a Jury as herein-after is directed.

XI. And for settling all Differences which may arise between the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and the several Owners of or Persons interested in any Lands, Buildings, or Grounds which shall or may be taken, used, damaged, affected, or prejudiced, in pursuance and by the Execution of any of the Powers hereby granted; be it further enacted, That if any such Owner or Person inter-

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rested shall refuse to accept such Purchase Money or other Compensation as shall be offered them by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or his or their Agent, or if any such Owners or Persons interested shall neglect or refuse to treat, or shall not agree, with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or his or their Agent, for the Sale and Conveyance of their respective Estates and Interests therein, or shall, by reason of any Impediment or Disability not provided for by this Act, be incapable of treating, or making such Sale and Conveyance or Agreement as shall be sufficient for enabling the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, effectually to construct and maintain all the said Works, or shall not produce or evince a clear Title to the Premises in question, or to the Interest they shall claim therein, to the Satisfaction of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, then and in every such Case the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall and he and they is and are hereby empowered and required from Time to Time to issue a Warrant under his or their Hand and Seal or Hands and Seals to the Sheriff of the said City and County of the City of *Exeter*, or the Sheriff of the said County of *Devon*, respectively, commanding such Sheriffs or Sheriff to impanel, summon, and return (and the said Sheriffs or Sheriff are or is hereby accordingly authorized and required to impanel, summon, and return,) not less than Twenty-four indifferent Persons qualified to serve on Special Juries; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the Justices of the Peace for the said City and County of the City of *Exeter*, or the said County of *Devon* respectively, at some Court of General or Quarter Sessions of the Peace to be holden for the same City and County, or County, as in such Warrant shall be directed, and to attend such General or Quarter Sessions from Day to Day until discharged by the said Court; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the Clerk of the Peace for the said City and County, or County, or his Deputy, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place appointed as aforesaid, the said Clerk of the Peace or his Deputy shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service, to make up the said Jury to the Number of Twelve; and all Parties concerned shall and may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Clerk of the Peace or his Deputy is hereby empowered and required to summon and call before the said Justices all and every Persons and Person who shall be thought necessary to be examined as Witnesses or a Witness touching the Matters in question or dispute, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, inquire of, assess, and ascertain, and give a Verdict separately for the Money to be paid for such Lands, Buildings, and Grounds, and for the Money to be paid by way of Recompence or Compensation, either for the Damages which shall or may before that Time have been so sustained, or for the future temporary or perpetual Continuance of any recurring Damages which shall have been

so occasioned, and the Cause or Occasion of which shall have been only in part obviated or repaired by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and which can or will be no further obviated, repaired, or remedied by him or them; and the said Justices shall accordingly give Judgment for such Purchase Money, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment to be thereupon pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Persons whomsoever: Provided always, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to the Party or Parties with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of such Person or Persons, or of the Clerk or Agent or head Officer of any Body Politic, Corporate, or Collegiate, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which any such Question shall arise.

Value of
Lands and
Damages to
be ascertain-
ed separately.

XII. Provided always, and be it further enacted, That in ascertaining the Sum or Sums of Money to be paid for the Purchase of any Lands, Buildings, or Grounds to be taken or made use of for the Purposes of this Act the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, for any Damages which shall or may at any Time or Times hereafter be sustained by any Body or Bodies Politic, Corporate, or Collegiate, or by any Person or Persons respectively, being Owner or Owners of or interested in such Lands, Buildings, or Grounds, for or by reason of severing or dividing the same from other Lands, Buildings, or Grounds belonging to such Body or Bodies Politic, Corporate, or Collegiate, or to any Person or Persons aforesaid, and for or on account of the Detriment, Injury, Loss, and Damage or Prejudice which shall or may accrue to or be sustained by such Body or Bodies Politic, Corporate, or Collegiate, Owner or Owners, or other Person or Persons interested in such Lands, Buildings, or Grounds, or any of them, by reason of the making, using, repairing, or maintaining of the said Reservoirs and other Works and Conveniences belonging thereto, or by reason or means of the Execution of any of the Powers given to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands, Buildings, and Grounds so to be taken and used as aforesaid.

Compensa-
tion Money
to be appor-
tioned.

XIII. And be it further enacted, That the said Juries shall, and they are hereby empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be so assessed as aforesaid, shall be allowed to any Tenant, or other Person or Persons having a particular Estate, Term, or Interest in the Premises, for such his, her, or their Interest or respective Interests therein.

Verdicts of
Juries to be
recorded.

XIV. And be it further enacted, That all the said Verdicts and Judgments (being first signed by the Clerk of the Peace or his Deputy present at the taking of such Verdicts and pronouncing of such Judgments respectively) shall be kept by the Clerk of the Peace amongst the Records

of the Quarter Sessions of the said City and County or County respectively, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have free Liberty to inspect the same, paying for each Inspection the Sum of One Shilling and no more, and also to make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words, and so in proportion for any less Number of Words.

XV. And be it further enacted, That if such Sheriffs or Sheriff, or their or his Deputy, shall make default in the Premises, they or he shall for every such Offence, forfeit and pay the Sum of Fifty Pounds to the Person or Party who may be aggrieved thereby, to be recovered by Action of Debt or on the Case, or by Bill, Suit, or Information, in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; and if any Person so to be summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, (or, being of the Society of Persons called *Quakers*, to make his solemn Affirmation,) or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person to be summoned to give Evidence shall not appear, on being paid or tendered a reasonable Sum for his, her, or their Costs and Expences, or appearing shall refuse to be sworn, examined, or to give Evidence, then and in such Case every such Person so offending shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall be summoned, any Sum not exceeding Ten Pounds, to be levied, by virtue of any Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him the Overplus of the Money thereby produced after such Penalty and the Charges of such Distress and Sale shall have been deducted.

**Penalty on
Sheriffs,
Jurors, or
Witnesses
making de-
fault.**

XVI. And be it further enacted, That every such Jury and Juryman Juries, as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in His Majesty's Courts of Record at *Westminster*.

Juries.

XVII. And be it further enacted, That all and every Persons and Person who in any Examination to be taken by virtue of this Act upon their Oath (or, being of the Society of the Persons called *Quakers*, upon their solemn Affirmation,) shall wilfully and corruptly give false Evidence 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 the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by Law subject and liable to.

Persons giving false Evidence subject to the Penalties of Perjury.

XVIII. And be it further enacted, That all and every Persons and Person who shall refuse to accept such Purchase Money or Compensation as shall have been offered them by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and shall request that the Matter in

Persons re-
questing
Juries to
enter into a
Bond to pro-
secute their

[*Local.*] 5 G dispute

**Persons re-
questing
Juries to
enter into a
Bond to pro-
secute their**

Complaint
and pay
Expences.

dispute shall be referred to the Determination of a Jury, shall, before the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be obliged to issue out his or their Warrant or Warrants for the summoning of such Jury, first enter into a Bond to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in a Penalty of One hundred Pounds, to prosecute such Dispute, and to bear and pay the Costs of summoning such Jury, and of taking such Verdict, and the Expences of Witnesses, and all other Charges and Expences which shall fall upon him or them to be paid.

By whom
Expences of
Juries shall
be paid.

XIX. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for the same or more Money than shall have been previously offered for or on behalf of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, all the Costs and Charges as a Compensation or Satisfaction for any such Lands, Buildings, or Grounds aforesaid, or for any Right or Interest therein, or for any Damages which may have been sustained by any Person or Persons aforesaid, incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns; and in case such Costs and Expences shall not be paid by him or them to the Party or Person entitled to receive the same within Twenty-one Days after Demand made thereof, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, under a Warrant to be issued for that Purpose by any Justice of the Peace acting for the City or County where such Goods or Chattels may be, which Warrant every such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him 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 *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, all the Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Person refusing or neglecting to treat or agree as before mentioned, and by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns; but in Cases where any Party or Person shall have been prevented by Absence from entering into any Treaty with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, the whole of the Costs and Charges so incurred shall be borne by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, 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 City of *Exeter* or County of *Devon* respectively, 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 any Costs and Charges shall be payable by the Party or Person having had any such Disagreement or Dispute with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, the Amount thereof, if first paid by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, may be deducted by him or them out of the Monies awarded to be paid to such Party or Person as so much Money advanced for his, her,

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 Person ; 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 *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, from the Party or Person liable to the Payment thereof by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

XX. And be it further enacted, That if at any Time or Times hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Buildings, or Grounds by reason of the Execution of any of the Powers given by this Act, and for which a Compensation is not herein-before provided, then and in every such Case such Damages shall from Time to Time be settled and ascertained or assessed by a Jury, and the Sum and Sums of Money to be paid for the same shall be recovered, levied, and applied in such and the same Manner as is herein directed with respect to such Damages as are herein-before provided for ; and the Money to be paid as a Recompence for the same.

When Lands are damaged, Compensation to be settled by a Jury.

XXI. And be it further enacted, That the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Person or Persons whomsoever for any Injury or Damage by him, her, or them sustained or supposed to be sustained by virtue or in consequence of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person or Persons to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, within the Space of Three Calendar Months next after the Time of such supposed Injury or Damage shall have been sustained, or in case of a Continuation of Damages, after the same shall have ceased or determined.

No Complaint to be taken notice of unless previous Notice has been given.

XXII. And be it further enacted, That upon Payment or Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, Buildings, or Grounds, or as a Compensation for Damages, as herein-before mentioned, to the Person or Persons who shall be respectively interested therein, or entitled to receive such Money or Compensation respectively, within Thirty Days after the same shall have been so agreed for, determined, or awarded, or if the Person or Persons so interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum or Sums of Money into the Bank of *England*, as herein-after directed and required, for the Use of such Person or Persons so interested as aforesaid, then and thereupon the Lands, Buildings, and Grounds, and the Fee Simple and Inheritance in actual Possession thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all and every Persons and Person therein, shall from thenceforth be vested in and become

Lands to become vested upon Payment or Tender of Purchase Money.

become the sole Right and Property of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, 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 shall be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her, and their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid, it shall not be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to dig or cut into any such Lands or Grounds, or pull down or damage any such Buildings as aforesaid, for executing any of the Works hereby authorized, without Consent in Writing of the respective Owners and Occupiers thereof first had and obtained.

Mortgagees
to convey.

XXIII. And be it further enacted, That all Persons who have any Mortgages on any Lands, Buildings, or Grounds to be taken or used for the Purposes of this Act (not being in possession thereof by virtue of such Mortgages) shall, on Tender of the Principal Money and Interest due thereon, together with Six Calendar Months Interest on the said Principal Money, by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, immediately convey, assign, and transfer such Mortgages to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or to such Person or Persons as he or they shall appoint; or in case such Mortgagees shall have Notice in Writing from the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, that he or they will pay off the Principal Money and Interest which may be due on the said Mortgages 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, upon Tender or Payment of the Principal Money and Interest so due, such Mortgagees shall convey, assign, or transfer his, her, or their Interest in the said Lands, Buildings, and Grounds to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or to such Person or Persons as he or they shall appoint; and in case such Mortgagees shall refuse to convey, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage shall amount to more than the Value of the Lands, Buildings, and Grounds to be taken and used as aforesaid, which shall be ascertained as is directed by this Act for the Purpose of ascertaining the Value of Lands, Buildings, and Grounds, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not be liable to pay the said Mortgagee more than the Value so ascertained: Provided also, that in case any such Mortgagee shall neglect or refuse to convey and assign as aforesaid, then, upon Payment of the Principal Money and Interest due on any such Mortgage into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of every such Mortgagee, and of all and every Persons and Person in Trust for him, her, or them, or any of them, shall vest in the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and he and they shall be deemed to be in the

actual Possession of the Premises comprised in such Mortgage to all Intents and Purposes whatsoever: Provided also, that if any such Mortgage shall comprise other Lands, Buildings, or Grounds than those which shall be so taken by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, each Mortgagee shall, upon Payment or Tender of the Sum so ascertained as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Buildings, or Grounds to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or to such Person or Persons as he or they shall appoint; and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagees, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagees, and of all and every Persons and Person in Trust for them, in the said Lands, Buildings, or Grounds the Value whereof shall have been so ascertained and paid as aforesaid, shall vest in the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and he and they shall be deemed to be in the actual Possession of the said Premises; and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees.

XXIV. And be it further enacted, That if any Money shall be contracted, agreed, or awarded to be paid for any Lands, Buildings, or Grounds, 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 herein-before mentioned, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account *ex parte* "the Proprietor or Proprietors of the *Exeter Waterworks*," 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 the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Buildings, or Grounds, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Buildings, or Grounds, or affecting other Lands, Buildings, or Grounds settled therewith to the same or the like Uses, Intents, and Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Buildings, or Grounds, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Buildings, and

Application
of Money
when
amounting
to 200*l.* or
upwards.

1 G. 4. c. 35.

[*Local.*]

5 H

Grounds

Grounds which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said Court of Exchequer upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Buildings, and Grounds so hereby directed to be purchased, in case such Purchase or Settlement were made.

When less
than 200*l.*
and amount-
ing to or
exceeding
20*l.*

XXV. And be it further enacted, That if any Money so contracted, agreed, or awarded to be paid for any Lands, Buildings, or Grounds purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed or be equal to the Sum of Twenty Pounds, then and in such Case the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Buildings, and Grounds so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees to be nominated by the Person or Persons making such Option, and approved of by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties, in order that such Principal Money and the Dividends arising therefrom may be applied in manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the said Court of Exchequer.

When less
than 20*l.*

XXVI. And be it further enacted, That where such Money so contracted, agreed, or awarded to be paid as last before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Buildings, and Grounds so purchased, taken, or used for the Purposes of this Act, in such Manner as the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

XXVII. And

XXVII. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so awarded or ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or shall refuse to execute such Conveyance or Conveyances, or in case such Person or Persons to whom such Sum or Sums of Money shall be so awarded or ordered to be paid as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Buildings, or Grounds be not known or discovered, then and in every such Case it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privy 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, Buildings, or Grounds (describing them), subject to the Order, Controul, and Disposition of the said Court; which said Court, upon the Application of any Person or Persons making claim to any such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title, or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for the same, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

In case of not making out a good Title, &c.

XXVIII. 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 Privy of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of or for any Damage done to any Lands, Buildings, or Grounds, or of any Estate, Right, or Interest, in any Lands, Buildings, or Grounds, 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 or Persons who shall have been in possession of such Lands, Buildings, or Grounds at the Time of such Purchase by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Buildings, or Grounds, 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 to appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Buildings, or Grounds, or to some Estate or Interest therein.

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

XXIX. And

The Court of Exchequer may order reasonable Expences of Purchases to be paid by Mr. Golsworthy.

XXIX. And be it further enacted, That where, by reason of any Disability or Incapacity of the Person or Persons entitled to any Lands, Buildings, or Grounds to be purchased, taken, or used under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court of Exchequer, and to be applied in the Purchase of other Lands, Buildings, or Grounds, it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of the said Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns.

For enabling Mr. Lyon to repurchase such Parts of his Land as may not be wanted for Purposes of this Act.

XXX. Provided also, and be it further enacted, That nothing herein contained shall authorize or empower the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, after having purchased, under the Provisions and for the Purposes of this Act, the Field or Close of Land mentioned and described in the Schedule hereto, as situate in the said Parish of *Saint David*, now the Property of *George William Lyon* Esquire, to use or convert the same Field or any Part thereof into or for any Purpose whatsoever, other than the End and Purpose mentioned and intended by this Act for a Reservoir of Water, without the previous Consent in Writing of the said *George William Lyon* first had and obtained, or without having first offered the same, or such Part thereof as shall not be used for such Purpose, to be repurchased by the said *George William Lyon*, his Heirs or Assigns; and in case the said *George William Lyon* shall refuse or decline to avail himself of such Offer, or shall neglect or omit to signify his Desire and Intention to purchase such Field or Close of Land, or such Part thereof, for the Space of Twenty-one Days, an Affidavit made and sworn before a Master or Masters Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the said City and County of the City of *Exeter* or County of *Devon*, by some Person not interested in the same Field or Close of Land, or Part thereof, stating that such Offer was made by or on behalf of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and that such Offer was refused or declined, or was not accepted or agreed to, by the said *George William Lyon* within the Space of Twenty-one Days from the Day or Time of making the same, shall in all Courts whatsoever be sufficient Proof that such Offer was made, and was refused or declined, or was not accepted and agreed to within the Time aforesaid by the said *George William Lyon*; and in case the said *George William Lyon* shall be desirous of purchasing the same, and he and the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of any Lands, Buildings, or Grounds to be purchased by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in pursuance thereof; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to Purchases made by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns (*mutatis mutandis*).

Power to raise Money by Mortgage

XXXI. And be it further enacted, That in case the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be desirous

of raising any Sum or Sums of Money, not exceeding the Sum of Eight thousand Pounds, by Mortgage of the said Undertaking, it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to borrow and take up at Interest all or any of such Sum or Sums of Money, in One Sum or more, on the Credit of the said Undertaking, and the Profits and Advantages arising or to arise to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Sums of Money,) as a Security for any Sum or Sums of Money so to be borrowed, with Interest, to such Person or Persons, or to his, her, or their Trustee or Trustees, who shall advance the same; all which said Assignments shall be made under the Hand and Seal or Hands and Seals of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and shall be in the Form or to the Effect following; (that is to say,)

‘ **B**Y virtue of an Act passed in the Third Year of the Reign of King *William* the Fourth, intituled [*here insert the Title of this Act*], I, *James Golsworthy* of the City of *Exeter*, Gentleman, the Proprietor of the *Exeter Waterworks* established under the said Act, in consideration of the Sum of _____ to me in Hand paid by _____ of _____ do hereby bargain, sell, and assign unto the said _____ his [*or her or their, as the Case may be,*] Executors, Administrators, or Assigns, the said Waterworks and all the Works thereto belonging, and all and singular the Sum and Sums of Money arising and payable to me for Water by virtue of the said Act, and all my Estate, Right, Title, and Interest of, in, and to the same, to hold unto the said _____ 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 my Hand and Seal this _____ Day of _____ One thousand eight hundred and _____

Form of Mortgage.

And all Persons to whom such Assignments shall be made shall be equally entitled, one with the other, to the said Undertaking, Profits, and Advantages so to be assigned, in proportion according to the respective Sums in such Assignments mentioned to be advanced, without any Preference by reason of the Priority of such Assignments, or on any other Account; and the Person or Persons to whom such Assignment shall be made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer his, her, or their Right or Interest therein to any Person or Persons by Writing under his, her, or their Hand and Seal or Hands and Seals; which Transfer shall and may be in the Form or to the Effect following, (that is to say,)

‘ **I** _____ of _____ in consideration of the Sum _____ of _____ paid by _____ of _____ do hereby transfer a certain Mortgage by _____ 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 _____ his [*or her or their, as the Case may be,*] Executors, Administrators, and Assigns. Dated this _____ Day of _____ [Local.] _____ 5 I _____ of _____

Form of Transfer.

‘ of in the Year of our Lord One thousand eight hundred
‘ and .’

And every such Transfer shall, within Thirty Days after the Date thereof, be produced to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, who shall cause a Memorial to be made thereof in the Books of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, kept for that Purpose; and after such Entry made, such Transfer shall from thenceforth entitle such Assignee or Assignees, his, her, or their Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage; and it shall not from thenceforth be in the Power of any Person or Persons who shall have made such Assignment to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof.

Power to
Mr. Gols-
worthy to sell
his Interest
in the Water-
works.

XXXII. And be it further enacted, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, from Time to Time to sell and to assign or convey any One or more undivided Part or Share, or any proportionate Part of such Parts or Shares, the whole into Five hundred Parts to be divided, of the said Waterworks, and of which he or they respectively shall be possessed, for such gross Sum as may be agreed upon between the Parties respectively; and all such Assignments or Conveyances shall or may be in the following Form, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Form of
Conveyance.

‘ I of of in consideration of the Sum
‘ of to me paid by of
‘ in pursuance and by virtue of the Power in that Behalf contained in an
‘ Act passed in the Third Year of the Reign of His Majesty King *William*
‘ the Fourth, intituled [*here set forth the Title of this Act*], do hereby
‘ grant, release, assign, and confirm unto the said his
‘ [*or their*] Heirs, Executors, Administrators, or Assigns, all that
‘ Part of undivided Part or Share [*or Parts or Shares*],
‘ the whole into equal Parts or Shares to be divided,
‘ in the Lands, Buildings, or Grounds, Liberties and Privileges, in the
‘ *Exeter* Waterworks, and all and singular the Sum and Sums of Money
‘ arising and payable to me for Water by virtue of the said Act, and all
‘ my Estate, Right, Title, and Interest of, in, and to the same, to hold
‘ unto the said his Heirs, Executors, Administrators, or
‘ Assigns [*for ever, or* Years, *as the Case may be*], subject
‘ to the same Conditions, Limitations, and Agreements as I held the same
‘ undivided Part or Share [*Parts or Shares*], immediately before the
‘ Execution hereof; and I [*or we*] do hereby agree to take and accept
‘ such Part of undivided Part or Share [*or Parts*
‘ or Shares], subject to the same Covenants, Conditions, and Agree-
‘ ments as the said now holds the same. As witness
‘ our Hands and Seals this Day of in
‘ the Year of our Lord One thousand eight hundred and .’

And all such Conveyances and Assignments shall be valid and effectual in the Law to all Intents and Purposes; and from and immediately after

the making any such Sale, Conveyance, and Assignment, the Purchaser, his, her, or their Executors, Administrators, or Assigns, shall have, take, and enjoy the proportionate Part or Share, Parts or Shares, thereby conveyed in the aforesaid Waterworks, and of and in the Lands, Buildings, and Grounds therein comprised, as his and their own Right and Property.

XXXIII. And be it further enacted, That all and every the Shares and Proportions of all Bodies Politic, Corporate, or Collegiate, and of all and every other Persons and Person of and in the said Waterworks, shall be deemed Personal Estate, and transmissible as such, and not of the Nature of Real Property.

Shares to be
Personal
Estate.

XXXIV. And be it further enacted, That whenever and so often as the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall have broken up or removed, pursuant to the Provisions of this Act, the Stones, Ground, Soil, or Pavement in or of any Highway, Road, Street, Lane, Passage, or Place, or any Part thereof, within the said City and County of the City of *Exeter*, or the said Part of the Parish of *Saint David* as is within the County of *Devon*, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall and he and they is and are hereby required, with all convenient and practicable Dispatch, to reinstate and make good such Stones, Ground, Soil, or Pavement in as good and sound a State and Condition, and with the like Materials, as the same was or were in at the Time of being so broken up; and the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall cause all surplus Earth, Filth, and Rubbish occasioned by opening the Ground to be removed and carried away, at his or their own Costs and Charges, with as little Delay as possible; and during the Time the Works of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in so opening the said Pavements, shall be carried on, there shall at all Times be 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 repaved in the Space of Forty-eight Hours after the Commencement of the Works thereon; and during the Time of forming the Trenches, laying or taking up the Pipes, or doing any thing else by which Obstructions may be occasioned in the said Highways, Roads, Streets, Lanes, Passages, or Places, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall protect such Opening and Obstruction with a sufficient Fence, and provide proper Watchmen to guard the same, and place a Light or Lights at 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 *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall from Time to Time, when required by the Commissioners, Trustees, or Surveyors under whose Care and Management any Highway, Road, Street, Lane, Passage, or Place shall be as aforesaid, at any and every Period during Three Calendar Months from the Time of making or commencing any such Opening, on receiving from Time to Time a written Notice to that Effect from the said Commissioners, Trustees, or Surveyors, or the Clerk of such respective Commissioners or Trustees (as the Case may

Requiring
the said
James Gols-
worthy to
reinstate
Pavements,
&c. after the
Pipes have
been laid
down.

may be), relay, and again take up and relay, such Stones, Ground, Soil, or Pavement in the said Highway, Road, Street, Lane, Passage, or Place, until the same shall be made complete, to the Satisfaction of the said Commissioners, Trustees, or Surveyors respectively, or their respective Surveyors (as the Case may be): Provided always, that if the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall neglect to reinstate and make good such Stones, Ground, Soil, or Pavement which may be so broken up with the like Materials, and in as good and sound a State and Condition as aforesaid, or to remove the surplus Earth, Filth, or Rubbish occasioned as aforesaid, with all convenient and practicable Dispatch, or shall omit to have a free Passage for Carriages as before mentioned, or to protect such Openings with a Fence, and provide Watchmen and Lights as aforesaid, then and in each and every such Case of Neglect or Omission the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall forfeit and pay any Sum not exceeding Five Pounds, over and above the Expence of reinstating such Stones, Ground, Soil, or Pavement, and doing the several other Works, Matters, and Things as aforesaid, which the said Commissioners, Trustees, or Surveyors are in that Case hereby authorized and required to do and complete, to be recovered from the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in like Manner as other Penalties and Forfeitures are by this Act directed to be recovered, and to be paid over to such Commissioners, Trustees, or Surveyors, or their respective Treasurers (as the Case may be), to be applied for the Purpose of their respective Commission or Trust.

For raising,
sinking, or
altering
Pipes at the
Instance of
Surveyor of
Highways.

XXXV. And be it further enacted, That if it shall at any Time or Times be deemed necessary or expedient by the Commissioners, Trustees, or Surveyors, or other Persons under whose Care and Management any Highway, Road, Street, Lane, Passage, or Place under or through which any Pipe or Pipes may be placed, for the Purpose of any Alteration in such Highway, Road, Street, Lane, Passage, or Place, to require the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to raise, sink, or otherwise alter the Situation of any such Pipe or Pipes, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall, at his or their own Expence, within One Calendar Month next after being required so to do by Notice in Writing to him or them given by such Commissioners, Trustees, or Surveyors, or other Persons, raise, sink, or alter such Pipe or Pipes according to such Notice in such Manner and in such Place or Places as the said Commissioners, Trustees, or Surveyors, or other Persons, shall think right and proper; and in default thereof it shall and may be lawful to and for the said Commissioners, Trustees, or Surveyors, or other Persons, or any Person or Persons acting by their Order or under their Authority respectively, to cause such Pipe or Pipes to be raised, sunk, or altered, and the reasonable Costs and Charges for doing the same shall immediately thereafter be paid by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to the said Commissioners, Trustees, or Surveyors, or other Persons, and in default thereof shall and may be recovered in the same Manner as other Costs and Charges are directed to be recovered by this Act.

XXXVI. Pro-

XXXVI. Provided always, and be it further enacted, That if by raising, sinking, or altering any of the said Pipe or Pipes, any Damage or Injury shall be wilfully or negligently done to the same by the said Commissioners, Trustees, or Surveyors, or other Persons, or their Servants, then and in every such Case such Damage or Injury shall be made good as soon as Circumstances will permit, and the Costs, Charges, and Expences thereof shall be paid by the Commissioners, Trustees, or Surveyors, or other Persons, for the Time being having the Care or Management of such Highway, Road, Street, Lane, Passage, or Place as aforesaid, to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and which the said Commissioners, Trustees, or Surveyors, or other Persons, are hereby authorized to pay out of the Monies which may come to their Hands from the Collection of any Assessment for the Repairs of such Highways, Roads, Streets, Lanes, Passages, or Places, on their being served with the Order of any Justice or Justices of the Peace for the said City and County of the City of *Exeter* or County of *Devon*, by whom the Amount of such Costs, Charges, and Expences shall have been ascertained and fixed.

Damage done to Pipes by the Surveyors of Highways, &c. to be made good to the said *James Golsworthy*.

XXXVII. And be it further enacted, That it shall not be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, or any Person acting by or under his Authority, to break or take up, or cause to be broken or taken up, any of the Pavements or Grounds in any Streets, Roads, Lanes, or public Places, for the Purpose of making or laying down or repairing any Main or Mains of Pipe, or any Pipe or Pipes, or of altering the Position of or repairing any Pipe or other Works, or for any other Purpose, unless Notice in Writing of their Intention to break or take up such Pavement or Ground, signed by the Clerk or Inspector or Surveyor to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, specifying the Street, Road, Lane, or public Place, and the particular Part of such Street, Road, Lane, or public Place, in which such Pavement or Ground is intended to be broken or taken up, shall have been given to a Surveyor of the Commissioners of the Pavements or Streets, or Trustees of Roads for the Time being (duly appointed and notified in pursuance of any Act of Parliament now or hereafter in force for that Purpose), of the County of the City of *Exeter*, or other District or Place wherein such Street, Road, Lane, or public Place, the Pavement, Ground, or Soil whereof is so intended to be broken or taken up, shall be situate, or shall have been left for him at his Dwelling House or Office within such City, or other District or Place, for the Space of Three Days at the least before such Pavement or Ground, or any Part thereof, shall be so broken or taken up, except in all Cases of sudden Emergency, in which such Notice as aforesaid shall be given to such Surveyor of Pavements or Roads as soon as possible after such Pavement or Ground, or any Part thereof, shall be begun to be broken or taken up; and if the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, or any Person acting by or under his Authority, shall break or take up, or cause to be broken or taken up, any such Pavement or Ground, without such Notice having been given or left as aforesaid (except as aforesaid), then and in every such Case the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, shall forfeit and pay to the Commissioners or Trustees, or other Persons having the Controul of the Pavements or

Restrictions respecting breaking up of Pavements.

[*Local.*]

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Roads

Roads within the County of the City of *Exeter*, or other District or Place in which such Pavement or Ground so broken or taken up or disturbed shall be situate, or to their Treasurer, Clerk, or Surveyor, or to such other Person as they may appoint, the Sum of Twenty Shillings for every Yard of Pavement or Ground which shall be so broken or taken up without such Notice as aforesaid, to be recovered by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same.

Pipes to be
laid Eighteen
Inches under
Ground.

XXXVIII. And be it further enacted, That all and every the Pipes or other Conduits to be laid or used for the Conveyance of Water by the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, by virtue of this Act, shall be laid Eighteen Inches at least from the Surface of the Soil of every Road, Street, Square, or Place in or through which such Water shall be so conveyed, where the same shall be practicable, without interfering with the Arches of Bridges, Cellars, Conduits, or Vaults.

Public
Sewers not
to be injured.

XXXIX. And be it further enacted, That the Course and Direction of the present or any future Sewer or Drain shall not be altered or changed, nor shall they be interfered with, without Three Days Notice in Writing to the Clerk for the Time being of the Commissioners or Trustees for putting in execution any Act or Acts for paving the said County of the City of *Exeter*, or making or repairing the Roads and Ways thereof, or of any other District or Place wherein such Road or Way shall be situated, or left at his Dwelling House, and that the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, shall replace and make good such Sewers and Drains as soon as may be convenient.

Owners and
Inhabitants
of Houses,
&c. may lay
Pipes to
those of the
said *James
Golsworthy*.

XL. And be it further enacted, That such of the Owners of Buildings within or Inhabitants of the said City and County of the City of *Exeter* or County of *Devon* as aforesaid, as shall be desirous of having Water conveyed in Pipes into their Houses, Factories, Warehouses, Workshops, or other Buildings and Premises, are hereby authorized, at their own Expence, (having first given Ten Days previous Notice in Writing to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, of his, her, or their Intention so to do, and having first obtained the Consent of the Owners and Occupiers of any inclosed Lands in which such Pipes shall be laid,) to open the Ground between the Service Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and the respective Houses, Factories, Warehouses, Workshops, and other Buildings and Premises of such Owners or Inhabitants, and to lay any Leaden or other Pipes, the Bore thereof to be of the Dimensions of Three Quarters of an Inch, without the Consent of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or of a greater Bore, with the Consent of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, from such respective Houses, Factories, Warehouses, Workshops, or other Buildings and Premises, to communicate with the said Service Pipes; such respective Owners or Inhabitants paying to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, the Rates herein-after mentioned; and in case of Default in Payment of any such Rates, it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Adminis-

trators, or Assigns, to cause the Pipes of the Persons making such Default to be separated from the said Service Pipes, and to prevent the Water from issuing or running into the said Houses, Factories, Warehouses, Workshops, or other Buildings and Premises: Provided always, that all Persons who shall have laid any such Pipes as aforesaid shall be deemed to have contracted for taking and using Water on the Terms and under the Restrictions herein mentioned, but shall be at liberty to remove the same, and the Cocks belonging thereto, after paying the Rates due, and doing no Injury to the Service Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns.

XLI. And be it further enacted, That in case the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall neglect or refuse to supply any of the Inhabitants aforesaid, where the Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be laid, with Water for the Use of his or her own Family, at the Rate herein-after mentioned, for the Space of Seven Days, (after Demand in Writing shall have been made by such Inhabitant to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, for such Supply of Water, and Tender made to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, of the Amount of the Rate for One Year for such Supply,) the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall forfeit to such Inhabitant Treble the Amount of the Rate so tendered, and the Sum of Twenty Shillings for every Day which the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall continue to refuse such Supply, to be levied and recovered as other Penalties are herein-after directed to be levied and recovered: Provided always, nevertheless, that the said *James Golsworthy*, his Heirs, Executors, Administrators, and Assigns, shall at all Times after receiving Six Calendar Months Notice be compelled, under a Penalty of Twenty Pounds, to lay down Pipes for the Purpose of supplying Water to any Part of the City and County of the City of *Exeter*, in such Place or Places therein where Pipes may not have been already laid down, in case the Rentals from the Person or Persons demanding such further Supplies shall amount to a Return of Four Pounds *per Centum* upon the necessary Expence which the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall incur in providing such extended Supply.

Penalty for not supplying Water to Inhabitants.

XLII. And be it further enacted, That the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be obliged, subject as herein directed, to furnish a Supply of Water to every Inhabitant of the said City and County of the City of *Exeter* or County of *Devon* as aforesaid occupying a private Dwelling House or Part of a Dwelling House in any Road, Street, Lane, Passage, or Place in the said City and County of the City of *Exeter* or County of *Devon* aforesaid where the Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be laid for conveying Water as aforesaid, for the Use of such Inhabitant's own Family, at the following Rates *per Annum*; that is to say, where the Rent or annual Value of the Dwelling House or Part of a Dwelling House of such Inhabitant shall not exceed Ten Pounds *per Annum*, at a Rate not exceeding Twelve Shillings *per Year*; and where such Rent or annual Value shall be above Ten Pounds and

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

not

not exceeding Twenty Pounds *per Annum*, at a Rate not exceeding Twenty Shillings *per Year*; and where such Rent or annual Value shall be above Twenty Pounds and not exceeding Thirty Pounds *per Annum*, at a Rate not exceeding One Pound Seven Shillings *per Year*; and where such Rent or annual Value shall be above Thirty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate not exceeding One Pound Twelve Shillings *per Year*; and where such Rent or annual Value shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate not exceeding Two Pounds Two Shillings *per Year*; and where such Rent or annual Value shall be above Sixty Pounds *per Annum* and not exceeding Eighty Pounds, at a Rate not exceeding Two Pounds Eight Shillings *per Year*; and where such Rent or annual Value shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate not exceeding Three Pounds *per Year*; and when such Rent or annual Value shall exceed One hundred Pounds *per Annum*, at a Rate not exceeding Three Pounds Ten Shillings *per Centum per Annum*; and every such Rate shall be payable according to the actual Amount of the Rent, where the same can be ascertained, and where the same cannot be ascertained, according to such Rent as such Inhabitant shall be assessed for the Poor Rate: Provided nevertheless, that the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall not be entitled to recover from any such Inhabitant more than the Sum of Six Pounds in any One Year for such Supply, nor shall the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, be obliged to furnish such Supply to any Inhabitant for a less Sum than Twelve Shillings in any One Year, unless he or they shall think fit so to do.

Power to contract with any Body Corporate for supplying the poor Inhabitants with Water.

XLIII. Provided always, and be it further enacted, That the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, may, if he or they think fit so to do, supply Water to any Inhabitants of Houses and Tenements under the Rent of Six Pounds *per Annum* at the yearly Rent of Two Shillings; and that it shall be also lawful for any Company, or Body Politic or Corporate, to contract and agree with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, for the Erection of Conduits or Pumps, or otherwise, for the Supply of Water to the poor Inhabitants of the said City and County of the said City, and to pay the Expences thereof out of any Funds under their Care and Management, any thing in any Act or Acts to the contrary notwithstanding.

In case of Supply of Water to Manufacturers &c.

XLIV. Provided always, and be it further enacted, That in the Case of Spinners, Manufacturers, Dyers, Printers, Bleachers, Hatters, Innkeepers, Alehouse Keepers, Vintners, Brewers, Livery Stable Keepers, or Persons requiring a Supply of Water for Prisons, Hospitals, Baths, Ponds, Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, or Persons requiring a Supply of Water for other Purposes than his, her, or their own Family's Consumption, such Supply shall be furnished by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in such Cases, at such Rate as shall be agreed upon by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and such Persons respectively.

XLV. And

XLV. And be it further enacted, That where several Messuages, Cottages, Dwelling Houses, or Tenements in the Occupation of several Persons shall be supplied by One common Branch Pipe, to be laid to and introduced into the Service Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, the several Owners or Occupiers of such Messuages, Cottages, Dwelling Houses, or Tenements shall be respectively liable to pay for such Supply of Water at and after the same Rate and in the same Manner as he or they would be liable to pay if each of such several Messuages, Cottages, Dwelling Houses, or Tenements was separately supplied with Water by a distinct Branch Pipe from the Service Pipes of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns.

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

XLVI. And be it further enacted, That the Rents or Rates payable to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, under and by virtue of this Act, shall be payable half-yearly, and become due in advance immediately upon the Commencement of the Period for which the Persons using the said Water may contract with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns; and in case of Default in the due Payment of any such Rents or Rates, it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to recover the same, in case the Sum sought to be recovered shall not exceed the Sum of Twenty Pounds, by Distress and Sale of the Goods and Chattels of the Person or Persons liable thereto, wherever such Goods and Chattels may be found, or in case the Sum so sought to be recovered shall exceed the said Sum of Twenty Pounds, then in the same Manner in other respects as Rents in arrear upon common Demises may by Law be recovered and raised, or the same, with Costs of Suit, may be recovered in any of His Majesty's Courts of Record having competent Jurisdiction, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Rents payable in advance.

XLVII. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rent or Rate due, or the Charges occasioned by any Distress, it shall be lawful for the Person distraining to retain such Distress, or the Money arising from the Sale thereof, until the Amount of the Rent or Rate due, and the Charges of seizing, distraining, keeping, or selling such Distress (as the Case shall happen), shall be ascertained by One or more Justice or Justices of the Peace for the said City and County of the City of *Exeter* or County of *Devon* respectively, who, upon Application made to him or them for that Purpose, shall examine the said Matter upon Oath of the Parties, or other Witness or Witnesses, and determine the Amount of the Rent or Rate due; and it shall be lawful for such Justice or Justices to assess and award such Costs to be paid by either of the Parties to the other of them as he or they may think fit and reasonable; and in case of Nonpayment thereof on Demand, such Costs shall and may be recovered and levied by such Ways and Means, and in such Manner, as the Rent or Rate and Charges hereby granted and imposed are hereby appointed to be recovered and levied.

For settling Disputes as to the Amount of Rent or Rate.

XLVIII. And be it further enacted, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or the Engineer or other Person acting by or under his or their Authority, upon

For preventing undue Waste of Water.

[Local.]

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giving

giving Twenty-four Hours Notice of his or their Intention so to do, at any Hour in the Daytime to enter into any House, Factory, Warehouse, Workshop, or other Building and Premises supplied with Water by virtue of this Act, in order to examine if there be any Waste, Diversion, or improper Appropriation of the Water so supplied, or if the Pipe or Cocks for supplying such House, Factory, Warehouse, Workshop, or other Building and Premises be in proper Repair; and if the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or such Engineer or other Person, shall at such Time or Times be refused Admittance into any such House, Factory, Warehouse, Workshop, or other Building or Premises, for the Purposes aforesaid, or on being admitted shall be obstructed or prevented from making such Examination, then and in every such Case it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to cut and turn off, or cause to be cut and turned off, the Water so supplied from such House, Factory, Warehouse, Workshop, or other Building or Premises.

Cisterns and Stopcocks to be provided, if required by the said *James Golsworthy*.

XLIX. And be it further enacted, That every Person supplied with Water by virtue of this Act shall, upon having One Calendar Month's Notice in Writing from the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, for such Purposes, provide and have a Cistern for receiving Water, and in such Cistern shall fix a Ball Cock, or other self-acting Cock, to the Pipe conveying Water into such Cistern, and shall repair and renew the same as often as shall be necessary in order to prevent the Water running to waste when such Cistern shall be full; and every Person neglecting to fix and repair or renew such Ball Cock or self-acting Cock shall forfeit to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, any Sum not exceeding Five Pounds for every Offence.

Power to cut off the Water in certain Cases.

L. And be it further enacted, That if any Person shall suffer any of his, her, or their Pipes or Aqueducts communicating with any of the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or the Cocks belonging thereto, to be out of repair, so as to let the Water run to waste or be useless, or shall neglect to repair the same within Twenty-four Hours after being required so to do by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or if any Person shall, from Neglect or otherwise, suffer the Water to run to waste, or shall make default in Payment of the Water Rent or Rate due from such Person, or in case it shall at any Time be found necessary, for the Alteration or Amendment of any of the Pipes or Works of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to cause any Pipes or Aqueducts communicating with any of the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to be separated therefrom, and the Water to be stopped from issuing or running into such Pipes or Aqueducts so to be separated: Provided always, that whenever the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall cause any such Pipes or Aqueducts to be separated, and the Water to be stopped from issuing or running therefrom, by reason of any Alteration or Amendment of the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors,

Executors, Administrators, or Assigns, being necessary, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall make such Alteration or Amendment, and at his own Expence restore the Communication of such Pipes or Aqueducts with the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, and permit the Water to issue therefrom and run again into the same as soon as conveniently may be.

LI. And be it further enacted, That if any Person or Persons shall, in making any Excavations for Cellars or other Purposes in the said Highways or Streets, injure the said Pipes or any Parts connected therewith, or if any Person or Persons shall negligently suffer any of his, her, or their Pipe or Pipes, or the Cock or Cocks attached thereto, which shall communicate with any of the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to be out of repair, so as to let the Water run waste and useless, or shall neglect to repair the same within Twenty-four Hours after being required so to do by any of the Agents or Workmen of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, it shall and may be lawful to and for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to cause the said Pipes and Cocks to be repaired, and the Expences attending the same to be payable by such Person or Persons so injuring the same, or so allowing any of his, her, or their Pipes to be out of repair as aforesaid, and recoverable in like Manner as is provided for the Recovery of Rent as herein mentioned.

Expences to be paid by Persons injuring and not repairing Pipes, &c.

LII. And be it further enacted, That if any Person or Persons supplied with Water by virtue of this Act shall wilfully permit any other Person or Persons, not being supplied with Water by virtue of this Act, or not having the Consent of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, to take any Water from the Reservoirs, Pipes, or Aqueducts of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or shall supply any such other Person or Persons with any Water from such Reservoirs, Pipes, or Aqueducts, or shall negligently suffer his, her, or their Pipes or Cocks belonging thereto to be out of repair, and occasion the Water thereby to run waste and useless, or if any Person not paying for or having agreed to pay for a Supply of Water from the said Works shall take or use any of the Water supplied by means of the Works of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, then and in every such Case the Person so offending shall forfeit and pay for every such Offence to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, any Sum not exceeding Five Pounds, according to the Discretion of the Justice of the Peace before whom the same shall be recovered, as herein-after provided, over and above the full Amount of Damage to be sustained by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, by the Acts and Means by which such Penalty shall be incurred.

Penalty on Persons supplied with Water supplying others, or using Water without the Consent of the said *James Golsworthy*.

LIII. Provided always, and be it further enacted, That nothing in this Act contained shall prevent, or be construed to extend to prevent, any of the Water supplied or collected under the Authority of this Act from being used to extinguish any Fire whatsoever that may have communicated

to Nothin herein to prevent any Person from supplying Water in case of Fire.

to any Building, Rick, Stack, Waggon, Cart, or other Carriage, or any Matter or Thing therein contained, or shall be in danger of so communicating; and no Person supplied with Water under any Agreement with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall be liable to any Penalty for supplying any Person or Persons with Water for the Purposes last aforesaid.

Fire Plugs to be placed in the Streets, &c.

LIV. And be it further enacted, That the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall and he and they is and are hereby required, upon the carrying into and laying down any Main Pipe in any Highway, Road, Street, Lane, Passage, or Place, for the supplying the same with Water, to fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipe, One or more proper and sufficient Fire Plug or Fire Plugs in each Highway, Road, Street, Lane, Passage, or Place, supplied with Water from such Main Pipe, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire Plugs shall be finished, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, shall immediately deliver a Key or Keys of such Fire Plug or Fire Plugs at each and every House or Place in the Parish in which such Fire Plug shall be wherein any Engine shall be kept for the extinguishing of Fires.

Penalties for hindering or injuring the said *James Golsworthy's* Works or fouling the Water.

LV. And be it further enacted, That if any Person shall hinder or interrupt, or cause or procure to be hindered or interrupted, the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or his or their Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works, or in the Exercise of any of the Powers and Authorities by this Act authorized; or if any Person shall let off or discharge any Water, so that the same shall run waste and be useless to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or to any Person entitled thereto under any Agreement with the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, out of or from any of the Cisterns, Reservoirs, Wells, Pipes, or Aqueducts hereby authorized to be made, or shall break, throw down, injure, damage, or destroy any Cistern, Reservoir, Well, Pipe, or Aqueduct, or any Pipe, Drain, Plug, Cock, Work, Matter, or Thing belonging thereto, or being the Property of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or if any Person shall bathe in any of the said Cisterns, Reservoirs, or Wells, or shall wade into, or wash, cast, put, or throw any live or dead Dog or Cat or other Animal, or any Filth, Dirt, or other noisome or offensive Matter or Thing, or cause, permit, or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed into any of the said Cisterns, Reservoirs, or Wells, or otherwise wilfully foul or render noisome or impure, or cause or procure the same to be so done to the Water running to or contained in any such Cisterns, Reservoirs, or Wells; then and in every such Case the Person so offending shall forfeit and pay for every such Offence to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, any Sum not exceeding Ten Pounds, according to the Discretion of the Justices of the Peace before whom the same shall be recovered as herein-after provided, besides the full Amount of the Damage sustained by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, by the

the Acts or Means in respect of which such respective Penalties shall be incurred.

LVI. Provided always, and be it further enacted, That if any Body Politic or Corporate, or any Person whomsoever, shall at any Time empty, drain, or convey, or cause or suffer to be emptied, drained, or conveyed, or to run or flow, any Washings, or other waste Liquids, Substances, or Things whatsoever, which shall arise or be produced in the Prosecution of any Gas Works, or in the Manufacture or Process of making or procuring such Gas, within the said City and County of the City of *Exeter*, or such Part of the Parish of *Saint David* as is within the County of *Devon*, into any Canal, Reservoir, Aqueduct, Cistern, Feeder, Pond, Pool, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Act or Thing to the Water contained in any such Canal, Reservoir, Aqueduct, Cistern, Feeder, Pond, Pool, or Springhead, Well, Drain, Sewer, or Ditch, whereby such Water may be fouled, spoiled, or corrupted, then and in every such Case such Body Politic or Corporate, or such other Person, shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Complaint, Suit, or Information, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than One Imparlance; shall be allowed; and the whole thereof shall be paid to the Person annoyed, injured, or damaged by any such Proceeding as aforesaid, who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased and determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for or recovered or not, in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any Canal or any Reservoir, Aqueduct, Cistern, Feeder, Pond, Pool, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person to whom the same shall belong, or by any other Person whomsoever, to such Body Politic or Corporate, or Person, and such Body Politic or Corporate, or Person, shall not, within Twenty-four Hours after such Notice shall have been given to them or him as aforesaid, stop, hinder, or prevent all and every such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things from being drained, emptied, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case such Body Politic or Corporate, or Person, shall forfeit and pay the Sum of Twenty Pounds for each and every Day during which such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things shall be so drained, emptied, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance,

Penalty on
Persons conveying Gas
Washings
into any
Canal, &c.

[*Local.*]

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Act,

Act, or Thing shall be so done or caused to be done as aforesaid ; and such last-mentioned Penalty shall and may be recovered and levied in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed to be recovered and levied, and shall be paid to any Person annoyed, injured, or damaged by any such last-mentioned Act, who shall be the Informer, or to such other Person as in the Judgment of the Justice before whom the Conviction shall take place shall have sustained any Annoyance, Injury, or Damage by any Act so done or committed.

Provision for
stopping the
Escape of
Gas.

LVII. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by any Body Politic or Corporate, or other Person as aforesaid, such Body Politic or Corporate, or Person, shall, at their or his own Expence, immediately after receiving Notice in Writing from any Inhabitant of the said City and County of the City of *Exeter*, or any other Person, of such Escape of Gas, cause the most speedy and effectual Measures to be taken to stop and prevent such Gas from escaping ; and in case such Body Politic or Corporate, or Person, shall not, within Twenty-four Hours after such Notice in Writing being given of any such Escape of Gas, effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case such Body Politic or Corporate, or Person, shall for every such Offence forfeit and pay any Sum not exceeding the Sum of Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid ; which Penalty shall be paid to the Informer, or to the Person who, in the Judgment of the Justice before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage thereby.

Gas Pipes to
be laid Four
Feet from
Water Pipes,
and in a par-
ticular Man-
ner.

LVIII. And be it further enacted, That all and every the Pipes or other Conduits to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Road, Street, Lane, Passage, or Place within the said City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is in the County of *Devon*, shall be so laid at the greatest practicable Distance, and wherever the Width of the Carriageway in such Highway, Road, Street, Lane, Passage, or Place will allow thereof, at the Distance of Four Feet at least, from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water in, under, through, along, across, or round any of the said Highways, Roads, Streets, Lanes, Passages, or Places within the said City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is within the County of *Devon*, unless in Cases where it shall be unavoidably necessary to lay the Pipes for the Conveyance of Gas across any Water Pipes, in which Cases the said Pipes for the Conveyance of Gas shall, if practicable, be laid at a Distance of at least Six Inches under or over such Water Pipes ; and in such Cases the said Pipes for the Conveyance of Gas so crossing the said Water Pipes shall be at least Six Feet in Length, so that no Joint of any of the said Pipes for the Conveyance of Gas shall be nearer to any Part of the said Water Pipes than Three Feet at least ; and in laying down the said Pipes for the Conveyance of Gas the Person to whom the same shall belong shall in no Case join Two or more Pipes together previous to their being laid in
the

the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and shall also make and keep all and every such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, air-tight, and in all and every respect prevent the said Gas from escaping therefrom or from any Part thereof, upon pain of forfeiting for every such Offence the Sum of Five Pounds, which shall be paid to any Person annoyed or damaged by any such last-mentioned Act, who shall be the Informer, or to any other Person who, in the Judgment of the Justice before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by any such Act so done or committed, and which shall be levied and recovered as any other Penalty is by this Act directed to be levied and recovered.

LIX. And be it further enacted, That whenever the Water used for supplying the Inhabitants of the said City and County of the City of *Exeter*, and such Part of the Parish of *Saint David* as is within the County of *Devon*, shall be contaminated or affected by the Gas of any Body Politic or Corporate, or any Person as aforesaid, such Body Politic or Corporate, or other Person, shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, and the same shall be applied to and for the Use and Benefit of the Proprietor or Proprietors of such Water; and in case any such Water shall be contaminated or affected by Gas in any Way whatsoever, then and in every such Case such Body Politic or Corporate, or other Person as aforesaid, shall, within Twenty-four Hours next after Notice thereof in Writing, signed by the Proprietor or Proprietors for the Time being of such Water, to be left at the usual Office or Place of transacting the Business of such Body Politic or Corporate, or at the last or usual Place of Abode of such other Person as aforesaid, cause the most proper and effectual Measures to be taken effectually to stop and prevent Gas from escaping from their Works, Mans, or Pipes, or contaminating or affecting such Water; and in case such Body Politic or Corporate, or other Person as aforesaid, shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof such Notice shall be given as aforesaid, then and in every such Case such Body Politic or Corporate, or other Person as aforesaid, shall on every Complaint whereof Notice shall be given as aforesaid forfeit and pay to the said Proprietor or Proprietors of the said Water, over and above the before-mentioned Penalty of Twenty Pounds, the Sum of Ten Pounds for each and every Day during which the Water of the said Proprietor or Proprietors shall be and remain contaminated, tainted, or affected by any such Gas as aforesaid; and such Penalty and Penalties and Costs shall be paid to the said Proprietor or Proprietors.

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

LX. And whereas it may be or become a Question upon such Complaint as aforesaid, whether the said Water be contaminated or affected by the said Gas; be it therefore enacted, That in every such Case it shall be lawful for any Proprietor or Proprietors of Waterworks to dig to and about,

For ascertaining if the Water is contaminated.

about, and search and examine, the Mains, Pipes, Conduits, and Apparatus of such Body Politic or Corporate, or other Person as aforesaid, for the Purpose of ascertaining whether such Contamination proceed or be occasioned by the Gas of such Body Politic or Corporate, or other Person; and if it shall appear that the said Water has been contaminated by any Escape of Gas from any of the Mains, Pipes, Conduits, or Apparatus of such Body Politic or Corporate, or other Person, the Costs and Expences of the said Digging, Search, Examination, and Repair of the Pavement of the Highway, Road, Street, Lane, Passage, or Place which shall be taken up or disturbed shall be borne and paid by such Body Politic or Corporate, or other Person as aforesaid; which Costs and Expences shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon Examination it shall appear that such Contamination has not arisen from any Escape of Gas from any of the Mains, Pipes, Conduits, or Apparatus of such Body Politic or Corporate, or other Person as aforesaid, then and in such Case the said Proprietor or Proprietors shall bear and pay all the Costs and Expences of such Examination, Repair, and Search, and shall also make good to such Body Politic or Corporate, or other Person as aforesaid, any Loss, Injury, or Damage which may be occasioned to the said Mains, Pipes, Conduits, or Apparatus of any such Body Politic or Corporate, or other Person as aforesaid, in and by such Search or Examination, and also to the Stones, Ground, or Soil of the said Highway, Road, Street, Lane, Passage, or Place so broken or disturbed in such Search or Examination, the Amount of such Injury, Loss, or Damage to be ascertained and determined, if necessary, by such Justice of the Peace as aforesaid.

Expences of
this Act how
to be paid.

LXI. And be it further enacted, That all the Costs, Charges, and Expences (together with lawful Interest for any Money to be advanced for the Purpose) attending the applying for, obtaining, and passing this Act, shall be paid and discharged by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, in preference to all other Payments whatsoever.

Justices may
proceed by
Summons for
the Recovery
of Penalties.

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

Damages and
Charges, in
case of Dis-
pute, to be
settled by
Justices.

LXIII. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty or Forfeiture for any Offence or Offences in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice or Justices of

the Peace by or before whom any Offender shall be convicted of any such Offence or Offences, who is or 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 by this Act directed for the levying of any Penalties or Forfeitures.

LXIV. And be it further enacted, That if any Person shall be summoned by any Justice of the Peace, or by any other Person having due Authority, as a Witness to give Evidence touching any Matter or Thing relating to this Act, either on behalf of the Prosecution or on behalf of the Person accused, (which Summons every such Justice is hereby authorized and required to issue on Application being made to him for that Purpose,) and such Person shall refuse or neglect to appear at the Time and Place to be appointed for that Purpose, after having been paid or tendered a reasonable Sum of Money for his or her Costs and Expences, without a sufficient Excuse being given for such Nonappearance, or appearing shall refuse or decline to be examined or to give Evidence touching the Matter in question, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds, to be recovered as any other Penalty or Forfeiture may by this Act be recovered.

Penalties on Persons not appearing or refusing to be examined as Witnesses.

LXV. And be it further enacted, That all Fines, Penalties, and Forfeitures imposed by this Act (the Manner of levying and recovering whereof is not hereby particularly directed) may, in case of Nonpayment thereof, be recovered in a summary Way before One or more Justice or Justices of the Peace of the said City and County of the City of *Exeter* or County of *Devon*, and be levied (as well as the Costs attending such Recovery) by Distress and Sale of the Goods and Chattels of the Offender or Offenders or Person or Persons liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, who is and are hereby authorized to examine into and hear and determine in a summary Way all Complaints and Offences arising under this Act, according to the Provisions in that respect herein contained; and the Overplus (if any) of the Money so raised, after discharging the Fine, Penalty, or Forfeiture, and the Expences of recovering and levying the same, shall be rendered to the Owner or Owners of the Goods or Chattels so seized; and it shall be lawful for such Justice or Justices to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be made to such Warrants of Distress (unless the Offender or Offenders shall give Security to the Satisfaction of such Justice or Justices for his, her, or their Appearance before him or them on such Day as shall be appointed for the Return thereof, not being more than Seven Days from the taking of such Security, and which Security the said Justice or Justices is and are hereby empowered to take by way of Recognizance); and if upon Return of such Warrant or Warrants, or if it shall appear to the Satisfaction of such Justice or Justices, either by the Confession of the Offender or Offenders, or otherwise, that such Offender or Offenders hath or have not sufficient Goods and Chattels whereon such Fines, Penalties, or Forfeitures, Costs and Charges may be levied, such Justice or Justices shall not be required to issue such Warrant of Distress, but thereupon it shall be lawful for any such Justice or Justices, and he and they is and are hereby authorized and

Mode of Recovery of Fines and Forfeitures.

[*Local.*]

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required,

required, by Warrant under his or their Hand and Seal or Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction for the City and County of the City of *Exeter* or the County of *Devon* respectively for any Time not exceeding Six Calendar Months, unless such Fines, Penalties, and Forfeitures, Costs, Charges, and Expences, shall be sooner paid; and (where the Application thereof is not otherwise directed) one Moiety of all such Penalties shall be paid to the Informer, and the other Moiety to the Overseers of the Poor of the Parish or Place wherein such Offence shall be committed, to be by them applied towards the Relief of the Poor thereof.

For securing
transient
Offenders.

LXV. And be it further enacted, That it shall be lawful for the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or his or their Agent or Servant, and such other Person or Persons as he, they, or any of them shall call to their Assistance, without any Warrant or other Authority than this Act, to seize and detain any Person or Persons (being unknown to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or his or their Agents or Servants,) who shall commit any Offence or Offences against this Act, and take him, her, or them before any Justice or Justices of the Peace for the said City and County of the City of *Exeter* or County of *Devon*, to be dealt with according to the Provisions of this Act.

For Convic-
tion of
Offenders.

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

Form of
Conviction.

‘ to wit. } BE it remembered, That on the Day of
‘ me in the Year of our Lord is convicted before
‘ me one of His Majesty’s Justices of the Peace for
‘ the said City and County of the City of *Exeter* or County of *Devon*
‘ [here specify the Offence or Omission, and the Time and Place when and
‘ where committed, as the Case may be]. Given under my Hand and Seal
‘ the Day and Year first above written.’

Proceedings
not to be
quashed for
Want of
Form

LXVIII. And be it further enacted, That no Proceedings to be had touching the Conviction of any Offender against this Act, or any Order made, or Matter or Thing to be done or transacted in or relating to the Execution of this Act, shall be vacated or quashed for Want of Form only, or removed by Certiorari, or any other Writ or Process whatsoever, into any of His Majesty’s Courts of Record at *Westminster*.

Distress not
unlawful for
Want of
Form.

LXIX. And be it further enacted, That where any Distress shall be made for any Money by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same a Trespasser or Trespassers, on account of any Defect or Want of Form in any of the Proceedings relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers on account of any Irregularity that shall afterwards be done by the Party or Parties distraining, but the Person or Persons aggrieved by such Irregularity may recover Satisfaction for the special Damage in an Action on the Case.

LXX. And

LXX. And be it further enacted, That any Person or Persons whomsoever thinking himself, herself, or themselves aggrieved by any Order or Determination of any Justice or Justices of the Peace in pursuance of this Act, may, within Three Calendar Months after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the said City and County of the City of *Exeter* or County of *Devon* (as the Case may be), the Person or Persons appealing having first given at least Ten Days Notice of such Appeal, and of the particular Nature, Cause, and Matter thereof, to the Person or Persons whose Act is appealed against, and within Four Days next after such Notice entering into a Recognizance before any One Justice of the Peace for the said City and County of the City of *Exeter* or County of *Devon*, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court of General or Quarter Sessions thereon; and the said Justices in Sessions, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint and Appeal at such General or Quarter Sessions of the Peace, and if they see Cause may mitigate any Fine, Penalty, or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of any such Order or Determination, and may also award such Satisfaction to be made to the Party injured, or such Costs to either of the Parties, and may make such other Order in the Premises as they shall judge reasonable and proper; and all such Determinations of the said Justices in Sessions shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

Appeal may be made to the Quarter Sessions.

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

Plaintiff not to recover after Tender of Amends.

LXXII. And be it further enacted, That no Action or Suit shall be brought against any Person or Persons for any thing done in pursuance of this Act, or in relation to the Matters herein contained, after Three Calendar Months from the Fact committed; and every such Action or Suit shall be brought and tried in the City or County where the Cause of Action shall have arisen, and not elsewhere; and the Defendant or Defendants in every such Action or Suit shall or may, at his or their Election, plead specially or the General Issue, and give in Evidence this Act and the special Matter at any Trial, and that the same was done in pursuance and

Limitation of Actions.

and under the Authority of this Act; and if it shall appear to have been so done, or if such Action or Suit shall have been brought before the Expiration of Twenty Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same, then and in every of the said Cases the Jury shall find a Verdict for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or discontinue his, her, or their Action or Suit, after the Defendant or Defendants shall have appeared, or if upon any Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, then and in every such Case the Defendant or Defendants shall recover Costs, and have such Remedy for recovering the same as any other Defendant or Defendants have or hath for recovering Costs of Suit in other Cases by Law.

Directing
how Notices,
&c. may be
served upon
Mr Gols-
worthy.

LXXIII. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Persons, Party or Parties, to serve upon the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, any Notice or Notices, or any Summons, Writ, or Process, or other Proceedings in Law or Equity, relating to any thing under this Act, the Service thereof at the House or last known Place of Abode of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or upon any Officer or Agent of the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or left at his or their House or last known Place of Abode, shall be deemed good and sufficient Notice of the same respectively.

For preserv-
ing the Right
of the Dean
and Chapter
to their Wa-
tercourse
from Sidwell.

LXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to empower the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or any other Person or Persons, to remove, raise, sink, alter, impede, or affect the ancient Watercourse belonging to the Dean and Chapter of the Cathedral Church of *Saint Peter* in *Exeter*, which has been immemorially conveyed from its Source in the said Parish of *Saint Sidwell* to the Close of the said Cathedral Church, or the Pipes, Adits, or Communications thereto belonging, or to take away, lessen, or diminish the exclusive Right of the said Dean and Chapter in and to the same, and their Power of Access to and of altering and repairing the same, and of breaking up the Pavement for that Purpose, but that the said Watercourse and all Rights belonging thereto shall and may be enjoyed in like Manner as if this Act had not been passed.

Act not to
extend to the
Precinct of
the Close
without the
Consent of
the Dean
and Chapter.

LXXV. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to the Precinct of the Close of the Cathedral Church of *Saint Peter*, or to the Lands, Houses, Streets, Ways, Passages, or Places within the same, except only and so far as the several Powers by this Act granted may be exercised within the said Precinct, with the Assent of the Dean and Chapter of the said Cathedral Church, to be testified from Time to Time by some Instrument under their Common Seal, for such Term and Time, and under such Regulations and Restrictions, as shall be therein expressed.

Saving of the
Rights of the
Dean and
Chapter in

LXXVI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend so as to take away, lessen, or diminish any Right, Property, Soil, Liberty, Power, Pri-
vilege,

vilege, or Franchise of the Dean and Chapter of the said Cathedral Church within their Manor and Fee of *Saint Sidwell*, or to give to the said Mayor, Bailiffs, and Commonalty, or to any Person or Persons claiming under them, any Right, Property, Soil, Liberty, Power, Privilege, or Franchise within the said Manor and Fee, save only the Powers hereby granted to the said *James Golsworthy* for the Residue of the said Term of Two hundred Years, or to give to the said Mayor, Bailiffs, and Commonalty any Reversionary or other Interest whatsoever in such Parts of the said Waterworks as shall have been formed and constructed within the said Manor and Fee of *Saint Sidwell*.

their Manor
and Fee of
St. Sidwell.

LXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall in anywise affect, prejudice, or narrow the Covenants, Conditions, and Agreements mentioned and contained, either on the Part of the Lessors or the Lessees in the said recited Indenture of Lease of the Premises demised from the Mayor, Bailiffs, and Commonalty of *Exeter*, for the Term therein yet to come and unexpired, or to oblige the said Mayor, Bailiffs, and Commonalty to sell and dispose of their Reversionary Estate and Interest in the Premises thereby demised without their Consent and Agreement for that Purpose; and that at the Expiration of such Term, or any future Term which the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, may hold therein by Lease from the said Mayor, Bailiffs, and Commonalty, shall, as to so much of the said *Exeter* Waterworks as shall have been formed and constructed within the said City of *Exeter* and the Liberties of the same, and all Parts thereof, (other than the Pipes immediately connected with either of the Reservoirs hereafter to be erected, and the Lands purchased by the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, under and by virtue of the Powers and Provisions of this Act,) revert to the said Mayor, Bailiffs, and Commonalty, or the Person or Persons entitled to the Reversionary Interest in the said Premises, as if this Act had not been passed.

Saving the
Covenants in
the existing
Lease of the
Exeter Wa-
terworks.

LXXVIII. Provided also, and be it further enacted, That if the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or any Person or Persons acting under his or their Authority, shall take or raise out of the said *Engine Mill Leat* a greater Quantity of Water than is specified in the said recited Indenture of Lease, being a Stream, Pillar, or Cylinder of Water not exceeding in the whole Seven Inches in the Diameter as aforesaid, without the previous Consent of the Owners and Occupiers of the several Mills situate below the said Water Engine, such Owners and Occupiers of such respective Mills, and each of them, shall have all such Right of Action and other legal and equitable Remedy for any such greater taking or raising of any such Water, as if this Act had not been passed.

Protection to
Millowners.

LXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend in anywise to charge, lessen, abridge, annul, prejudice, or destroy any Rights, Privileges, Jurisdictions, Immunities, or lawful Customs belonging, due, or in anywise appertaining to the Mayor, Bailiffs, and Commonalty of the said City of *Exeter*, or of the Commissioners of Improvement of the said City,

Saving the
Rights of the
Mayor, &c.
of *Exeter*.

[Local.]

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(save and except so far as regards the Power given to the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, by this Act, to open the Highways, Roads, Streets, Lanes, and Passages within the said City and County of the City of *Exeter* for the Purposes of this Act,) but all and every such Rights, Privileges, Jurisdictions, Immunities, and Customs may be exercised, demanded, exacted, received, and enjoyed in as full and ample a Manner to all Intents and Purposes as the same were enjoyed before the passing of this Act.

For preserving the Rights of the Mayor and Chamber to their Watercourse for supplying the Conduit.

LXXX. Provided always, and be it further enacted, That nothing in this Act shall extend or be construed to extend to empower the said *James Golsworthy*, his Heirs, Executors, Administrators, or Assigns, or any other Person or Persons, to remove, raise, sink, alter, impede, or injure the ancient Watercourse belonging to the said Mayor, Bailiffs, and Commonalty of the said City of *Exeter*, which has been immemorially conveyed from its Source in the Parish of *Saint Sidwell* in the County of the City of *Exeter* to the Conduit in *South Street*, or the Pipes, Adits, or Communications thereto belonging, or to take away, lessen, or diminish the exclusive Right of the said Mayor, Bailiffs, and Commonalty in and to the same, and their Powers of Access to and of altering and repairing the same, and of breaking up the Pavement for that Purpose, but that the said Watercourse, and all Rights relating thereto, shall and may be enjoyed in like Manner as if this Act had not been passed.

Act to be deemed a Public Act.

LXXXI. 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.

SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Occupiers.	Description of Lands.	Parishes.
Commissioners under the Exeter Way and Improvement Act - - - }	The Public -	Road or Street called Exe Lane	Saint David.
Ditto - - - -	Ditto - - {	Street called the Pit, or Lower North Street - }	Ditto.
Trustees of the Exeter Turnpike Roads, and the Commissioners under the Exeter Way and Improvement Act - - - }	Ditto - -	Street called North Street	Ditto.
Commissioners under the Exeter Way and Improvement Act - - - }	Ditto - -	Street called North Street {	Saint Paul, Saint Kerian, and Saint Petrock.
Ditto - - - -	Ditto - - {	Streets called Fore Street, High Street, and Saint Sidwell's Street - - }	Saint Petrock, Saint Pancras, All-hallows, Goldsmith Street, and Saint Martin.
Trustees of the Exeter Turnpike Roads, and the Commissioners under the Exeter Way and Improvement Act - - - }	Ditto - - {	Street or Road from Saint Agnes Chapel towards the Black Boy Turnpike Gate }	Saint Sidwell.
James Luke - - - - }	William Wood or his Under-tenants - }	Pasture Field - -	Ditto.
Commissioners under the Exeter Way and Improvement Act - - - }	The Public - {	Street called Saint Sidwell's Street - - - }	Ditto.
Trustees of the Exeter Turnpike Roads, and the Commissioners under the Exeter Way and Improvement Act - - - }	Ditto - - {	Street or Road leading from Saint Agnes Chapel towards the Stokehill Turnpike Gate - - }	Ditto.
William Nation and Codrington Parr - - - - }	George Shears or his Under-tenants - }	Pasture Field	Ditto.
Commissioners under the Exeter Way and Improvement Act - - - }	The Public - {	Street leading from the late East Gate to the Area in front of the New London Inn - - - }	Saint David and Saint Sidwell.
Trustees of the Exeter Turnpike Roads, and the Commissioners under the Exeter Way and Improvement Act - - - }	Ditto - - {	Street or Road called Longbrooke Street to Howell Lane, and from thence through a Street or Road called Hill's Court towards Mary Pole Head - }	Ditto.
Trustees of the Western Academy - - - - }	George Payne	Pasture Field - -	Saint Sidwell.
George William Lyon -	John Morgan	Ditto - - - -	Saint David.

