



ANNO TERTIO

# GULIELMI IV REGIS.

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## *Cap. xxxii.*

An Act for more effectually supplying with Water  
the City and County of the City of *Exeter* and  
Places adjacent thereto. [6th *May* 1833.]

**W**HEREAS the City and County of the City of *Exeter* is not at present well and sufficiently supplied with pure and wholesome Water: And whereas it would be desirable to extend the Supply of Water to the Inhabitants of the several adjacent Parishes of *Heavitree*, *Saint Leonard*, and *Saint Thomas the Apostle* in the County of *Devon*, and such Parts of the Parish of *Saint David* as are situate in the said County of *Devon*: And whereas the said City and County and adjacent Parishes aforesaid have of late Years become very populous, and several Parts thereof have greatly increased in Houses and Buildings, and are likely to continue to increase, and for Want of a sufficient Supply of pure and wholesome Water for domestic and other Purposes the Inhabitants thereof are subject to much Inconvenience, and would be liable to great Danger and the most calamitous Consequences in case of Accidents by Fire, but such Inconveniences and Danger might be lessened and much public Benefit obtained if a larger and more constant Supply of Water was provided: And whereas Waterwheels, Pumps, Reservoirs, Steam Engines, and other Machinery may be conveniently erected at or near a certain Bridge called *Cowley Bridge*, or at or near a certain Mill called *Duryard Mill*, respectively situate within the said Parish of *Saint David* in the County of the City of *Exeter* aforesaid, by which an adequate Supply of Water from the River *Exe* may be obtained for the Use of the Inhabitants of the said City and County of the City of *Exeter* and Parishes aforesaid, and such Parts of the Parish of *Saint David* as are situate in the

[*Local.*]

5 P

said



Subscribers  
incorporated.

said County of *Devon*: And whereas the several Persons herein-after named are willing and desirous to undertake, at their own Costs and Expence, to effect the Purposes aforesaid; but the same cannot be done without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted, and be it enacted; by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Reverend *George Martin*, the Reverend *John Rogers*, *Charles Rogers Sanders*, *Thomas Snow*, *Edward Lloyd Saunders*, *Ralph Barnes*, *Charles Brutton*, *Thomas Foster Barham* M. D., *Edmund Granger*, *William Hooper*, *Henry Hooper*, *Thomas Wills Horrell*, *William Ponsford Luke*, *Joseph Sparkes*, *Henry Sparkes*, *William English*, *Hugh Mackintosh*, *Richard Webber*, *Thomas Lewin*, *Charles Henry Turner*, together with such other Person or Persons, or Body or Bodies Politic, Corporate, or Collegiate, who now are or is or shall at any Time hereafter be possessed of One or more Share or Shares in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be and are hereby united into a Company for making, completing, maintaining, and continuing the Works, Machinery, and Conveniences by this Act authorized to be made, according to the Provisions herein-after contained, and shall for that Purpose be One Body Politic and Corpórate by the Name of "*The Exeter Water Company*," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, prefer and prosecute any Bill or Bills of Indictment against any Person or Persons who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm, and shall have Power to purchase and hold Houses, Buildings, Lands, Tenements, and Hereditaments, to hold to them and their Successors and Assigns, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and to enter into Contracts, Bonds, and other Acts, Deeds, and Assurances, for effectually carrying this Act into execution.

Act not to be  
put in force  
until the  
whole of the  
Money is sub-  
scribed.

II. And whereas the probable Expence of carrying the Purposes of this Act into execution will, according to an Estimate made thereof, amount to the Sum of Sixteen thousand five hundred Pounds, of which the Sum of Fifteen thousand seven hundred and seventy-five Pounds has been subscribed by several Persons under a Contract, binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively; be it therefore enacted, That the Powers and Provisions given by this Act shall not be put in force until the whole of the said Sum of Sixteen thousand five hundred Pounds be subscribed in like Manner.

£20,000 to  
be applied in  
making the  
Works; to  
be divided  
into Shares of  
25*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to apply a Sum of Money for the making and completing the said Works and Conveniences hereby authorized to be made, not exceeding in the whole the Sum of Twenty thousand Pounds, and the same shall be divided into Eight hundred Shares of Twenty-five Pounds each, and such Shares shall be numbered, beginning with Number One, and so on in regular or arithmetical Progression ascending, whereof the common Excess or Difference shall always be One, and every such Share shall always be distinguished by the Number to be applied to the same; and the said

Shares



Shares shall be and are hereby vested in the several Persons so raising and contributing to the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their and every of their proper Use and Benefit, proportionably to the Sum they shall severally raise and contribute; and all Bodies Politic, Corporate, and Collegiate, and all other Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Undertaking and other the Purposes of the said Subscription, shall be entitled to receive, at such Time and Times as the said Company or their Committee shall, at a General or Special Meeting to be convened for that Purpose as Meetings on other Occasions are hereby directed to be convened, direct or appoint, an equal proportionable Part of such Part of the net Profits and Advantages that shall and may arise and accrue by the Rents, Rates, and other Sums of Money to be received by the said Company by the Authority of this Act, as the said Company or their Committee of Management shall, at their Annual or Special Meeting hereby directed to be convened, or at any Adjournment thereof, direct and appoint to be divided amongst the Subscribers or Shareholders of the said Undertaking; and every Body Politic, Corporate, or Collegiate, Person and Persons, having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same in manner herein directed and appointed: Provided always, that it shall not be lawful for any Person or Persons, Body Politic, Corporate, or Collegiate, to hold, in her or their own Name or Names, or in the Name or Names of any other Person for his, her, or their Use, any larger or greater Number of Shares than Twenty Shares in the said Company; and if and in case any greater Number of Shares shall at any Time belong or become vested in any Person, or Body Politic, Corporate, or Collegiate, the Interest, Dividends, and Profits to arise and grow due upon as many Shares as shall be an Excess on the aforesaid Number of Twenty Shares shall cease to be paid to the Proprietor or Proprietors thereof for so long and such Time as he, she, or they shall hold or possess the same.

IV. 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 or Person, of and in the said Undertaking or Joint Stock or Fund of the said Company, shall be deemed Personal Estate, and transmissible as such, and not of the Nature of Real Property.

Shares to be  
Personal  
Estate.

V. And be it further enacted, That the several Persons, and Bodies Corporate, Politic, and Collegiate, who have subscribed for or towards the said Undertaking, or who shall at any Time hereafter have or hold any Share or Shares in the same, shall and they are hereby respectively required to pay the Sum or Sums of Money by them respectively subscribed and to be subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for pursuant to or by virtue of the Powers and Directions of this Act, at such Times and Places, to such Person or Persons, and in such Manner, as shall be ordered and directed by the said Company or their Committee of Management; and in case any Person or Persons, Bodies Corporate, Politic, or Collegiate, shall neglect or refuse to

To compel  
Payment of  
Subscrip-  
tions.



to pay any such Money at such Times and in such Manner as shall be ordered and directed by the said Company or their Committee of Management as aforesaid, it shall be lawful for the said Company to sue for and recover the same by Action of Debt or otherwise in any of His Majesty's Courts of Record at *Westminster*, together with lawful Interest for the same from such appointed Time of Payment, and all Costs of Suit, from such Person or Persons, Bodies Corporate, Politic, or Collegiate respectively; or in case where Two or more Persons, or Bodies Corporate, Politic, or Collegiate, shall have jointly subscribed for or be jointly possessed of any One or more Share or Shares in the said Undertaking, then from all, any, or either of such joint Subscribers.

**Proprietors  
of Shares to  
have Votes ;  
and may vote  
by Proxy.**

VI. And be it further enacted, That all and every Body and Bodies Politic, Corporate, or Collegiate, or other Person or Persons, who shall by virtue of this Act have subscribed for or shall become entitled to and be in the actual Possession of One or more Share or Shares in the said Undertaking, his, her, or their respective Successors, Executors, Administrators, and Assigns, shall be deemed a Proprietor of every such Share ; and every Proprietor of less than Four Shares shall be entitled to give One Vote, and every Proprietor of Four Shares and less than Eight Shares shall be entitled to give Two Votes, and every Proprietor of Eight and less than Twelve Shares shall be entitled to give Three Votes, and every Proprietor of Twelve and less than Twenty Shares shall be entitled to give Four Votes, and every Proprietor of Twenty Shares shall be entitled to give Five Votes ; but no Proprietor shall be entitled to give more than Five Votes in respect of any Number of Shares he, she, or they may be entitled to ; which Vote or Votes shall and may be given by him, her, or them, or by his, her, or their Proxy or Proxies duly constituted under his, her, or their Hand or Hands, or Common Seal if a Corporation, every such Proxy being a Proprietor of the said Undertaking, and subject to the Provision herein-after contained ; and every such Vote by Proxy shall be as good and valid to all Intents and Purposes as if such Principal or Principals had voted in Person ; the Appointment of which Proxies may be made according to the Form or to the Effect following ; (that is to say,)

### Form of Proxy.

‘ I of one of the Proprietors of  
‘ Shares of the *Exeter* Water Company, do hereby nominate,  
‘ constitute, and appoint of to be  
‘ my Proxy in my Absence to vote or give my Assent to or Dissent from  
‘ any Proceeding, Business, Matter, or Thing relating to the said Under-  
‘ taking which shall be mentioned or proposed at any Meeting of the said  
‘ Company, in such Manner as the said shall think  
‘ proper, according to his Opinion and Judgment, for the Benefit of  
‘ the said Undertaking or any thing appertaining thereto, until I shall  
‘ revoke this Appointment by Notice in Writing to the said Company. In  
‘ witness whereof I have hereunto set my Hand the Day  
‘ of in the Year of our Lord .’

And every Question, Matter, and Thing whatsoever which shall be proposed, discussed, or considered in any General or Special Meeting of the said Company to be held by virtue of this Act shall be finally determined by the Majority of Votes and Proxies then present; and at every such Meeting one of the Proprietors then present, shall be appointed Chairman, who



who shall not only be entitled to vote as a Proprietor, which Vote shall always be given in the first instance, but in case of an Equality of Votes shall also have the decisive or casting Vote; provided that no Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, shall have a Vote at any such General or Special Meeting, who shall be possessed or interested, in his or their own Name or Names, or in the Name or Names of any Person or Persons in Trust for him, her, or them, either solely or jointly, of any Part, Share, or Interest of or in the Joint Stock of any other Company, or other Works or Undertaking, for raising or conveying of Water to the said City of *Exeter* and County of the same City, or to the Parishes adjacent to the same.

VII. Provided always, and be it further enacted, That no Male Person or Persons, Body or Bodies Politic, or Corporate, or Collegiate, shall be entitled to give his or their Vote or Votes by Proxy, unless he or they shall reside beyond Seven Miles from the City of *Exeter*, according to the Boundary Line of such Distance as the same shall be ascertained with reference to the Right of voting by non-resident Freemen for the said City of *Exeter* under the Provisions of an Act passed in the Second Year of the Reign of His present Majesty, intituled *An Act to amend the Representation of the People of England and Wales*: Provided always, that nothing herein contained shall extend to prevent Females holding a Share or Shares in the said Company, wheresoever resident, from giving her or their Vote or Votes by Proxy.

No Person to vote by Proxy unless resident beyond Seven Miles from the City of Exeter.

VIII. Provided always, and be it further enacted, That no One Proprietor of the said Undertaking shall be entitled upon any Occasion to give more than Five Votes in right or in respect of any Number of Shares he or she may hold as Principal or Proprietor, and more than Five Votes as Proxy, in addition to such Vote or Votes as Principal or Proprietor.

Number of Votes limited.

IX. And be it further enacted, That in case any Proprietor or Proprietors entitled to vote at any such Meetings as aforesaid shall be a Lunatic or Lunatics or a Minor or Minors, such Lunatic or Lunatics shall or may vote at such Meeting or Meetings by his, her, or their Committees, or any One such Committee, and such Minor or Minors shall or may vote by his, her, or their Guardians, or any One of such Guardians; provided that such Committee or Guardian may also vote in right of his own Shares as well as in the Character of Committee of any Lunatic or Lunatics, or of Guardian of any Minor or Minors, on the same Occasion.

Lunatics and Minors to vote by Committees and Guardians.

X. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of any Share or Shares in the said Undertaking, the Person whose Name shall stand first in the List of Proprietors, being present, shall at any Meeting of the said Company be solely entitled to vote in respect of such Share or Shares.

Voting of Joint Proprietors.

XI. And be it further enacted, That the said Company shall and they are hereby required, at their First General or some subsequent Meeting, to cause the Names and proper Additions of the several Persons, Bodies Politic, Corporate, or Collegiate, who shall be then entitled to the several Shares in the said Undertaking, with the Number of Shares belonging to each, and the proper Number by which every Share shall be distinguished,

Names of Proprietors to be entered and to be delivered to them.

[Local.]



guished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause a Certificate or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every such Subscriber, on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking; and such Certificate or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscriber, his, her, or their Successors, Executors, Administrators, and Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Certificate or Instrument may be in the Words or to the Effect following; (that is to say,)

‘ *Exeter Water Company.*

Form of  
Certificate.

‘ Number  
‘ **T**HESE are to certify, That \_\_\_\_\_ is the Proprietor of  
‘ \_\_\_\_\_ Share [*or Shares*] in the *Exeter Water Company*,  
‘ numbered as above, and that he [*or she*], and his [*or her or their*]  
‘ Executors, Administrators, or Successors and Assigns, as the Proprie-  
‘ tors of such Share, will be entitled to a proportionate Share of the  
‘ Profits and Advantages in the said Undertaking, according to the Pro-  
‘ visions of an Act of Parliament made and passed in the Third Year of  
‘ the Reign of King *William* the Fourth, intituled [*here set forth the Title*  
‘ *of this Act*]. Given under the Common Seal of the said Company  
‘ the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord One  
‘ thousand eight hundred and \_\_\_\_\_.

Power to  
borrow Mo-  
ney on the  
Rates.

XII. And be it further enacted, That in case the said Sum of Twenty thousand Pounds shall be found insufficient for completing and maintaining the Objects of this Act, it shall be lawful for the said Company, at any Meeting or Meetings of the Proprietors to be specially called for that Purpose in manner herein directed by the Committee to be appointed in pursuance of this Act, to borrow and take up at Interest, on the Security or Securities herein-after mentioned, any Sum or Sums of Money, so as the same shall not exceed the Sum of Six thousand Pounds; and in order to the raising of the same or any Part or Parts thereof as aforesaid, provided that Two Thirds of the Votes given at such Meeting, either in Person or by Proxy, to be given for that special Purpose, shall be in favour of borrowing or taking up at Interest such Sum or Sums, then and in that Case the said Committee shall and may, at the Costs and Charges of the said Company, assign over the Rates or Rents to be received by virtue of this Act, or any of them, or a competent Part thereof, as a Security or Securities for the Repayment of any such Sum or Sums of Money so to be borrowed, together with lawful Interest, to any Person or Persons, Bodies Corporate or Collegiate, or his, her, or their Trustee or Trustees, Nominee or Nominees, Successors, Executors, or Administrators, by the following Form of Assignment, or by any other Form of Words to the same Effect; (that is to say,)

Form of As-  
signment.

‘ **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*], we  
‘ the *Exeter Water Company*, in consideration of the Sum of  
‘ of lawful Money to us in hand paid by \_\_\_\_\_ do assign  
‘ unto \_\_\_\_\_

‘ unto the said his, her, or their Executors, Admin-  
 ‘ nistrators, and Assigns, [*or Successors or Assigns, as the Case may be,*] *per*  
 ‘ all and singular the Rates and Rents [*or any particular Description*  
 ‘ *thereof or Part thereof, as the Case may be,*] to be received by virtue of  
 ‘ the said Act, and also all the Estate, Right, Title, and Interest of the  
 ‘ said Company of, in, and unto the same, to hold unto the said  
 ‘ his, her, or their Executors, Administrators, and Assigns, [*or Succes-*  
 ‘ *sors and Assigns, as the Case may be,*] until the said Sum of  
 ‘ together with the Interest for the same after the Rate of  
 ‘ the *Centum per Annum*, shall be repaid.’

And all and every Person and Persons, Body or Bodies Politic or Corpo-  
 rate or Collegiate, Corporation Aggregate or Sole, to whom such Assign-  
 ment or Assignments shall be made, shall be equally entitled to their  
 Proportion of the said Rates and Rents according to the respective Sums  
 in such Assignment mentioned to be advanced, to secure the Repayment  
 thereof with Interest as aforesaid, without any Preference by reason of  
 Priority of Assignment, or on any other Account whatsoever; and the  
 Money so borrowed as aforesaid shall be applied in making, completing,  
 and maintaining the Works authorized by this Act to be made, and in  
 carrying the same, and the several Provisions, Powers, and Authorities  
 herein contained, into full Execution.

XIII. And be it further enacted, That Entries or Memorials of every such Assignments, containing the Dates, Names of the Parties, and Sums of Money borrowed, shall be entered in some Book or Books to be kept by the Clerk to the said Company for that Purpose, and shall and may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Company, and any other Persons interested therein, without Fee or Reward; and the Person or Persons to whom any such Assignments shall be made as aforesaid, or who shall be entitled to the Money due thereon, shall and 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,)

Memorial of Assignment to be made in Book to be kept by the Clerk.

Mortgages may be transferred.

‘ I *A. B.* do hereby transfer a certain Mortgage made by the *Exeter*  
 ‘ Water Company to bearing Date the  
 ‘ Day of for securing the Sum of  
 ‘ and all Interest now due and to become due thereon, and all my Right  
 ‘ and Property therein, to *C. D.*, his Executors, Administrators, and  
 ‘ Assigns. Dated this Day of in the Year  
 ‘ of our Lord .’

Form of Transfer.

And every such Transfer shall within Thirty Days after the Date thereof be produced to and left with the Clerk of the said Company, who shall within Ten Days then next following cause a Memorial to be made thereof in like Manner as of the original Mortgages or Assignments; and for every such Memorial the said Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made of such Transfer shall from thenceforth entitle such Assignee or Assignees, his, her, or their Successors, Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage and such Assignee or Assignees may



may assign the same again, and so *toties quoties*; and it shall not from thenceforth be in the Power of any Person, Bodies Politic, Corporate, or Collegiate, who shall have made any such Assignment, to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof.

Interest to  
be paid  
half-yearly.

XIV. And be it further enacted, That the Interest of the Money which shall be borrowed or raised by Mortgage as aforesaid shall be provided for and paid half-yearly to the several Persons entitled thereto before any Profit or other Interests or Dividends due to the said Company or any of them shall be paid, made, or divided: Provided always, that no Person or Persons, Bodies Politic, Corporate, or Collegiate, to whom any such Mortgage or Assignment shall be made or transferred as aforesaid, shall be deemed a Proprietor of any Share, or be capable of acting or voting by virtue of such Mortgage or Assignment at any Assembly of the said Company for or on account of his, her, or their having lent or advanced any Money on the Credit of any such Assignment.

Power to  
make Water-  
works, take  
Water, &c.

XV. And be it further enacted, That it shall be lawful for the said Company, and their Successors and Assigns, by themselves, their Deputies, Agents, Servants, Workmen, and Assistants, to make, construct, complete, maintain, lay down, fix, and keep Waterworks, Waterwheels, Houses, and Buildings, Reservoirs, Cisterns, Tanks, Aqueducts, Cuts, Conduits, Engines, Waste Gates, Stopgates, Stopcocks, Sluices, Banks, Bridges, Pumps, Pipes, Tunnels, Works, Machinery, and Conveniences in and through the several Parishes, Precincts, and Places within the City and County of the City of *Exeter*, and the several Parishes of *Heavitree*, *Saint Leonard*, *Saint Thomas the Apostle*, and *Upton Pyne* in the County of *Devon*, and into and through such Parts of the Parish of *Saint David* as are situate in the County of *Devon*, and from Time to Time to regulate and conduct, continue, cleanse, open, widen, enlarge, alter, amend, and use the same, and discontinue the same, and make and maintain other Works, as the said Company shall think fit and proper, subject to the Restrictions herein-after contained; and shall and may bore, dig, trench, and sough and remove Earth, Stone, Rubbish, Trees, Roots of Trees, Gravel, Sand, and any other Matter and Thing which may be dug or gotten or met with in and for the making, perfecting, and maintaining of the said Reservoirs, Tanks, Conduits, Cuts, Aqueducts or the Trenches, Sluices, Drains, Watercourses or other the Works of the said Company, or which may prevent or obstruct the making, completing, maintaining, and using the same or any of them respectively; and for effectuating the Purposes aforesaid the said Company, and their Officers, Workmen, and Servants, are hereby empowered to go, enter, and pass in, upon, over, under, and through all or any of the Rivers, Brooks, Streams, Waters, Watercourses, Highways, Roads, Waste Lands, Streets, Lanes, Alleys, and Passages, and all other Lands and Places of or belonging to any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, mentioned and specified in the Plan and Book of Reference herein-after mentioned, and are also hereby empowered to set out and ascertain such Part or Parts thereof as they the said Company shall think necessary and proper for making, completing, maintaining, improving, and using the said Waterworks, Machinery, Reservoirs, Pipes, Conduits, Cuts, Aqueducts, and all such other Works, Matters, and Conveniences as they shall



shall think necessary for effecting the Purposes aforesaid ; and also from Time to Time to dig and break up the Soil and Pavements of any of the Roads, Highways, Footways, Streets, Alleys, Passages, and public Places within the said City and County and the several adjacent Parishes aforesaid, and such Part of the Parish of *Saint David* as is situate in the County of *Devon*, in such Place and in such Manner as shall be necessary for the Purposes aforesaid ; and also to construct, erect, do, and perform all other Matters and Things which shall be deemed necessary and convenient for making, completing, improving, and continuing the said Waterworks, and for conveying and bringing a sufficient Supply of Water to and through all and every the several Streets, Lanes, Alleys, Passages, Courts, and public Places of and in the said City and County of the said City of *Exeter* and Parishes adjacent, for the Use of the Inhabitants of the said City and County of the said City of *Exeter*, and Parishes adjacent respectively, and such Part of the Parish of *Saint David* as is situate in the County of *Devon*, and for distributing and conveying such Water to the respective Houses, Factories, Hospitals, Prisons, Baths, Warehouses, Workshops, Offices, and other Buildings and Premises within the Limits of this Act ; and for the certain and more efficient Supply of Water for the Purposes aforesaid it shall be lawful for the said Company, and they are hereby fully authorized and empowered, to supply the said Waterworks with Water from the River *Exe*, and to conduct the Waters thereby obtained, by and through underdrain Pipes, Cuts, or otherwise, into the Reservoirs, Aqueducts, Tanks, Cisterns, Mains, Pipes, and other Works of the said Company, as they shall from Time to Time think proper and expedient ; they the said Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to the Owners or Proprietors of and all Persons interested in any Lands, Tenements, or other Hereditaments which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted ; and this Act shall be sufficient to indemnify the said Company, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as are herein-after mentioned and contained.

XVI. And whereas a Map or Plan and Section describing the Line of intended Channels, Cuts, Tunnels, or Aqueducts, and the Lands through which the same is or are intended to be carried, and the Situation of the intended Wheels, Works, Engines, and Reservoirs, and a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers respectively of such Lands, have been deposited at the Office of the Clerk of the Peace for the said County of *Devon*, and at the Office of the Clerk of the Peace for the City and County of the City of *Exeter* ; be it therefore further enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerks of the Peace respectively for the Time being or his Deputy, and all Persons shall at any reasonable Times have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person or Persons shall require, such Copy or Copies to be made by the said Clerks of the

Map and Book of Reference to remain with the Clerk of the Peace and be open for Inspection.

[Local.]

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Peace



Company not  
to deviate  
more than  
100 Yards  
from Plan.

Peace respectively, or his or their Deputy or Deputies, being paid the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copies; and that the said Company shall not, in laying and making such Channels, Cuts, Tunnels, Pipes, or Aqueducts of the aforesaid Waterworks, deviate more than One hundred Yards from each Side of the said Line or Course so described in the said Map or Plan, nor make any Reservoirs, Tanks, Works, or Dams in any other Land, Grounds, or Situation than in those therein described, without the Consent in Writing of the Owner or Owners and Occupier or Occupiers of the Lands or Grounds into which they shall so deviate.

Error in Book  
of Reference  
not to pre-  
vent Execu-  
tion of the  
Works.

XVII. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said Company, or any Interruption be given to the making of the said Waterworks, Buildings, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and other Machinery and Conveniences hereby authorized to be made, on account of any Error or Omission in the said Map, Section, or Plan and Book of Reference, or either of them, in case it shall appear to any Two or more Justices of the Peace acting for the said City or County in respect of which the Lands shall be situate, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake only.

Houses, Gar-  
dens, &c.  
not to be  
used, except  
those men-  
tioned in the  
Schedule.

XVIII. Provided also, and be it further enacted, That nothing herein contained shall extend to authorize and empower the said Company, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purpose of the said Waterworks, Buildings, Reservoirs, Aqueducts, Pipes, Engines, Wheels, and other Machinery and Conveniences hereby authorized to be made, any House or other Building, or any Land or Ground which is now set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted or set apart as a Nursery for Trees, without the Consent in Writing of the Owners or Proprietors thereof and Persons interested therein respectively first had and obtained, other than and except such as are mentioned in the Schedule to this Act annexed.

Houses, &c.  
to be pur-  
chased within  
Three Years.

XIX. And be it further enacted, That if the said Company shall not within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as herein-after mentioned, the several Houses, Buildings, Lands, Tenements, and Hereditaments mentioned in the said Schedule, or so much thereof as they shall deem necessary or proper for the Purposes of this Act, then and from thenceforth the Powers and Authorities hereby granted to them for such Purposes only shall cease, determine, and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

Empowering  
Company to  
purchase  
present  
Waterworks.

XX. And be it further enacted, That it shall be lawful to and for the said Company, at any Time or Times after the passing of this Act, and they are hereby authorized and empowered (if they shall think fit), to purchase, take, and hold, for the Purposes of this Act, of and from the Owners or Proprietors, or Lessees or Lessee of the Waterworks in the  
said



said City and County of the City of *Exeter*, whether such Owners or Proprietors, or Lessees or Lessee shall be entitled, seised, or possessed in Possession, Remainder, or Reversion, all and every or any Part or Share of the Waterworks, Lands, Tenements, and Hereditaments thereto belonging, and all and every or any of the Mains, Pipes, Reservoirs, and Machinery of every Kind and Description, and all the Estate, Right, Title, Interest, Powers, Privileges, Liberties, Licences, Authorities, Benefit, Advantage, Claim, and Demand whatsoever of or belonging to such Owners or Proprietors, Lessees or Lessee as aforesaid, at or for such Price or Consideration as shall be mutually fixed and agreed upon by and between the said Company and such Owners or Proprietors, Lessees or Lessee of the said Waterworks in the said City and County as aforesaid; and upon Payment being made by the said Company of such Price or Consideration for the Purchase of the said Premises as aforesaid, the Owners and Proprietors, Lessees or Lessee thereof, and every of them, are hereby accordingly authorized, empowered, and required to convey and assure the same and every Part thereof, and all their Estate, Right, Title, and Interest therein, to the said Company and their Successors, who shall henceforth and for ever thereafter hold and enjoy the same for the Purposes and according to the true Intent and Meaning of this Act; and all and every the Clauses, Powers, Provisions, Regulations, Matters, and Things in this Act contained for enabling the said Company to purchase, or incapacitated and other Bodies or Persons to sell and convey, Lands, Tenements, or Hereditaments for the Purposes of this Act, shall extend and be applicable (as far as Circumstances will permit) to the purchasing, selling, and conveying of the said Waterworks, Lands, Tenements, and Hereditaments thereto belonging, and the said Mains, Pipes, Reservoirs, and Machinery, Powers, Liberties, Licences, Authorities, and Premises herein mentioned or referred to, and shall be used and adapted accordingly.

XXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or enable the said Company, their Successors or Assigns, now or hereafter to take or abstract from the said River *Exe* at any Point above *Pyne's Weir* a larger Quantity of Water than Six hundred Cubic Feet per Minute, without the Consent in Writing of Sir *Stafford Henry Northcote*, his Heirs or Assigns, nor to make, construct, or erect any House or Building on any of the Lands or Grounds of the said Sir *Stafford Henry Northcote*, his Heirs or Assigns, lying to the North-east of or above *Cowley Bridge* aforesaid, without the previous Licence or Consent in Writing thereto of him or them first had and obtained.

Not to abstract above 600 Cubic Feet of Water per Minute above *Pyne's Weir* without Consent.

XXII. Provided always, and be it further enacted, That in case the said Company shall purchase certain Mills called *Pyne's Grist and Snuff Mills* it shall be lawful for the said Company to establish thereat the Works hereby authorized to be made, and to carry and convey the Water from the same through and across the Lands of any Persons between the said Mills and *Cowley Bridge*, paying nevertheless to the Owners of such Lands, as to such of the said Works as may be under Ground, fair Compensation for all Damage done to the Occupation of the Lands or Premises through or under which the same may pass, and as to such of the said Works as may be above Ground the Value of the Land required for

If Company purchase *Pyne's Mills*, they may erect their Works at that Place.



for the same, such Compensation and Value to be assessed, in case of Difference, in manner provided by this Act; but nevertheless no such Works shall be elevated on any Part of the said Lands between the Grist and Snuff Mills and *Cowley Bridge* more than One Foot above the present Level of *Pyne's Weir*.

Not to affect  
the Supply  
of Water to  
*Pyne's*  
House.

XXIII. Provided always, and be it further enacted, That in case such Purchase be made it shall not be lawful for the said Company, their Successors or Assigns, to abstract or take from the Leat on which the said Mills are situate any Quantity of Water which will interfere with the full, usual, and accustomed Supply of Water to *Pyne's House* aforesaid, and the usual proportional Supply of Water to the Leather Mill on a Branch of the same Leat, or with the Use or Enjoyment of any other Leat or Streams now used or enjoyed by the Owners or Occupiers of Lands adjoining the said Leat, nor to erect or build on the said Premises any Buildings to be used for any other Purpose than Grist or Snuff Mills, or Waterworks for the Purposes of this Act, and Residences for Persons usually employed in or about the said Mills or Works, nor to permit such Residences to be occupied by more than Five Families at any One Time, nor to erect or build any Buildings of any Description on the said Premises of greater Height than Forty Feet, nor to use or erect on the said Premises, or any other Lands of *Sir Stafford Henry Northcote*, his Heirs or Assigns, any Steam Engine, nor any noxious or offensive Machinery, nor to carry on upon the said Premises any Manufactory or Trade to the Nuisance or Annoyance of the said *Sir Stafford Henry Northcote*, his Heirs or Assigns: Provided always, that nothing herein contained shall authorize the said Company to carry on any Trade or Business except that which shall be necessary for carrying the Provisions of this Act into execution.

Not to raise  
the Banks of  
Leat, &c. so  
as to injure  
*Sir Stafford*  
*Northcote's*  
Property.

XXIV. Provided always, and be it further enacted, That in case such Purchase be made it shall not be lawful for the said Company, their Successors or Assigns, to raise the Banks or the waste Weir of the said Leat, nor the Level of the Water therein, more than Two Feet above its present Level, nor so to raise the same as to injure the adjoining Property of the said *Sir Stafford Henry Northcote*, his Heirs or Assigns.

If Mills pur-  
chased, not  
to make Cut  
opposite  
*Pyne's House*.

XXV. Provided always, and be it further enacted, That in case such Purchase be made, the said Company, their Successors or Assigns, shall not be at liberty to make the Cut specified in the said Plan and Book of Reference from the Point above *Pyne's Weir* to the Point of the *Chamber Copse* nearest to *Cowley Bridge*.

Power to  
contract for  
the Purchase  
of Lands, &c.

XXVI. And be it further enacted, That it shall be lawful for the said Company and they 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, and all Tenants for Life or in Fee Tail, General or Special, or for any Term or Terms of Years absolute or determinable on any Life or Lives, and all Feoffees or Trustees in Trust for charitable Purposes, Executors, Administrators, Husbands, Guardians, Committees for Lunatics and Idiots, and other Trustees whomsoever, not  
only



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

‘ I [or We] of do hereby, in pur-  
‘ suance and by virtue of the Power in that Behalf contained in an  
‘ Act passed in the Third Year of the Reign of King *William* the Fourth,  
‘ intituled [*here set forth the Title of this Act*], grant and convey to  
‘ the said Company and their Successors and Assigns all [*here describe*  
‘ *the Hereditaments to be conveyed*], and all my [or our] Right, Title,  
‘ Estate, and Interest to and in the same and every Part thereof, to hold  
‘ to the said Company and their Successors and Assigns for ever, according  
‘ to the true Intent and Meaning of the said Act. In witness whereof I  
‘ [Local.] 5 S [or



‘ [or we] have hereunto set my [or our] Hand and Seal [or Hands and  
 ‘ Seals] this                      Day of                      in the Year of our Lord                      .’

And all such Sales, Conveyances, and Assurances so made shall be good, valid, and effectual in the Law to all Intents and Purposes whatsoever, and shall operate as a Merger of all outstanding Terms of Years and other Interests, and be a complete and effectual Bar of all Estates Tail, and other Estates, Rights, Titles, Remainders, Reversions, Trusts, and Interests whatsoever.

Differences  
 respecting  
 Satisfaction  
 for Land to  
 be settled by  
 a Jury.

XXVIII. And be it further enacted, That if any Body or Bodies Politic, Corporate, or Collegiate, Corporations Sole or Aggregate, Feoffees, Trustee or Trustees, or any other Person or Persons interested, entitled, or empowered to sell as aforesaid, shall, for the Space of Twenty-one Days next after Notice in Writing shall have been given to the principal Officer of any such Body or Bodies Politic, Corporate, or Collegiate, Corporations Sole or Aggregate, or to such Feoffees, Trustee or Trustees, Person or Persons respectively, or left at the last or usual Place or Places of his or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands or Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates and Interests therein, or shall by reason of Absence be prevented from treating, or shall by reason of Nonage, or any other Impediment or Disability not provided for by this Act, be incapable of treating or making such Agreement as shall be expedient for enabling the said Company to proceed in making the said Waterworks and other the Works as aforesaid, or shall not produce or evince a clear Title to the Premises they may be in possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company, then and in every such Case the said Company shall and they are hereby empowered and required from Time to Time to issue a Warrant under their Common Seal to the Sheriffs or Sheriff of the County or City in which the Lands or Hereditaments in question shall be situated, or the Matter in question or dispute shall arise, or in case such Sheriffs or Sheriff, or their or his Under-Sheriff, shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matters in question, then to any Coroner of such County or City not interested as aforesaid, or if all the Coroners shall be so interested as aforesaid, then to the last Persons or Person then in being who filled the Office of Sheriffs or Sheriff of the said County or City not interested as aforesaid, commanding such Sheriffs or Sheriff, or Coroner, or other Person, to impanel, summon, and return a Jury, and the said Sheriffs or Sheriff, Coroner, or other Persons are and is hereby accordingly authorized, empowered, and required to impanel, summon, and return a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trial of Issues in His Majesty's Courts of Record at *Westminster* ; and the Persons so to be impannelled, summoned, and returned are hereby required to come and appear before the Justices of the Peace for the County or City in which such Lands, Tenements, or Hereditaments shall be, or the Matter in question or dispute shall arise, at some Court of General or Quarter Sessions of the Peace to be holden for the same County or City, or at some Adjournment thereof, as in such Warrant shall be directed or ap-  
 pointed,



pointed, 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 impannelled, summoned, and returned a Jury of Twelve. Men shall be drawn by the Clerk of the Peace for the County or City wherein such Jury shall be returned, 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 so to be appointed as aforesaid, such 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 (being so qualified as aforesaid), 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 the 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 Three or more of them, to view the Place or Places, Matter or Matters in controversy; and such Jury shall, upon their Oaths, (which Oaths, as well as the Oaths to such Person or Persons as shall be called upon to give Evidence, the said Justices are hereby empowered and required to administer,) inquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, Grounds, Messuages, Buildings, Tenements, and Hereditaments, and also the separate and distinct Sum or Sums of Money to be paid by way of Recompence or Compensation for the Damages which shall or may have been occasioned and sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damages which shall have been so occasioned as aforesaid; 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 thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, and all other Persons whomsoever: Provided always, that not less than Ten 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 Company 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 such Body Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which any such Question shall arise.

XXIX. 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, Tenements, or Hereditaments 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 Company 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 Corporations Sole or Aggregate, or by any Person or Persons respectively, being Owner or Owners

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

of



of or interested in such Lands, Tenements, or other Hereditaments, for or by reason of severing or dividing the same from other Lands, Tenements, or Hereditaments belonging to such Body or Bodies Politic, Corporate, or Collegiate, or Corporations Sole or Aggregate, 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, or Corporations Sole or Aggregate, Owner or Owners, or other Person or Persons interested in such Lands, Tenements, or other Hereditaments, or any of them, by reason of the making, using, repairing, or maintaining of the said Waterworks, Buildings, Reservoirs, Aqueducts, Engines, and other Works, Machinery, and Conveniences belonging thereto, or by reason or means of the Execution of any of the Powers given to the said Company, such Damages and Compensation to be settled and ascertained separately and distinctly from the Value of the Lands, Tenements, and Hereditaments so to be taken and used as aforesaid.

Juries to apportion Compensation.

XXX. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person and 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.

XXXI. 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 Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or City in which the Matter in dispute shall have arisen among the Records of the Quarter Sessions for such County or City, and shall be deemed Records to all Intents and Purposes whatsoever; and the same or examined Copies thereof shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and no more, and also to take and make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Fine on Sheriff, &c. making default.

XXXII. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit the Sum of Fifty Pounds; and if any Person so to be summonned and returned upon any such Jury as aforesaid shall not appear without sufficient Excuse, or appearing shall refuse to be sworn 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 so to be summoned to give Evidence as aforesaid 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 or to give Evidence, then and in every such Case every such Person so offending, having no reasonable Excuse (to be allowed by the said Justices), 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



under the Hand and Seal of One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, her, or them the Overplus of the Money then produced, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

XXXIII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury or Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and 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 Persons called *Quakers* upon their solemn Affirmation, shall wilfully and corruptly give false Evidence before any Justice or Justices of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof be subject and liable to the same Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

Juries subject to the same Regulations as in Courts of Record.

XXXIV. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for more Money than shall have been previously offered for or on behalf of the said Company as a Recompence or Satisfaction for any such Lands, Tenements, or Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, all the Costs and Charges incurred in summoning, 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 Company out of the Monies to be raised by virtue of this Act; and in case such Costs and Expences shall not be paid to the Party or Person entitled to receive the same within Twenty-one Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels vested in the said Company, or of any Goods or Chattels of the Treasurer or Treasurers of the said Company, (unless such Treasurer or Treasurers shall pay such Costs and Charges out of the Monies received by him or them by virtue of this Act, which he or they is and are hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the City or County where such Goods or Chattels may be, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for no more or for less Money than shall have been previously offered by or on behalf of the said Company as such Recompence or Satisfaction as aforesaid, all the Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Parties refusing or neglecting to treat or agree as before mentioned and by the said Company; but in Cases where any Person or Persons, Party or Parties, shall have been prevented by Absence from entering into any Treaty with the said Company, the Costs and Charges so incurred shall be borne by the said Company, and paid and levied in manner aforesaid; and in all Cases where any Difference shall arise touching the Amount of the said Costs

By whom Expences of Juries shall be paid.

[*Local.*]

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and Charges the same shall be settled and ascertained by any such Justice of the Peace for the said City or County not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof, having been first paid by the said Company, may be deducted by them out of the Monies awarded to be paid to such Party or Parties as so much Money advanced for his, her, or their Use; and the Payment or Tender of the Balance of such Money shall be deemed and taken, to all Intents and Purposes whatsoever, to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid upon Demand, after being so ascertained as aforesaid, the same may be recovered by the said Company from the Party or Parties liable to the Payment thereof by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

Persons requesting Juries to enter into Bonds to prosecute.

XXXV. And be it further enacted, That all and every Persons or Person who shall refuse to accept such Purchase or Compensation Money as shall have been offered them, him, or her by the said Company, and shall request that the Matters in dispute shall be referred to the Determination of a Jury, shall, before the said Company shall be obliged to issue out their Warrant or Warrants for the summoning of such Jury, first enter into a Bond to the Treasurer of the said Company in a Penalty of One hundred Pounds to prosecute such their, his, or her Complaint, and to bear and pay their, his, or her Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case such Costs and Expences shall fall upon them, him, or her to be paid according to the true Intent and Meaning of this Act.

Notice of Injury to be given to the Company before Complaint.

XXXVI. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive and take notice of any Complaint or Complaints 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 the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person or Persons to the said Company within the Space of Three Calendar Months after the Time of such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Power to enter Lands on Payment or Tender of Purchase Money.

XXXVII. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury or Juries in manner aforesaid, for the Purchase of any Lands, Tenements, or other Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or other Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive



receive such Money or Compensation respectively, within One Calendar Month after the same shall be so agreed for, determined, or assessed, or if the Person or Persons so entitled or interested as aforesaid, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum or Sums of Money into the Bank of *England*, as herein-after directed and required, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, Tenements, and other Hereditaments respectively, and then and thereupon such Lands, Tenements, and other Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become and be the sole Property of the said Company to and for the Purposes of this Act for ever; and such Payment, Tender, or Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to dig or cut into, take or use such Lands, Tenements, or Hereditaments, for the Purpose of making the said Waterworks or other Works hereby authorized to be made, without the Leave of the respective Owners and Occupiers thereof in Writing under their respective Hands.

XXXVIII. And be it further enacted, That every Tenant at Will, Lessee for a Year, and other Person in possession of any Lands, Tenements, or Hereditaments which shall be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessee for a Year or from Year to Year, shall deliver up the Possession of such Premises to the said Company, or to such Person or Persons as they shall appoint to take possession of the same, at the Expiration of Three Calendar Months next after Notice to that Effect shall have been given by the said Company or left upon the said Premises, whether such Notice be given with reference to the Time or Times of such Tenants holding or not; and in case any such Tenant or Lessee, or Person or Persons so in possession as aforesaid, shall refuse to give such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept or Precepts to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept or Precepts on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

Tenants at Will, &c. to quit Lands after Three Months Notice.

XXXIX. Pro-



Interest of  
Tenants to be  
settled by a  
Jury.

XXXIX. Provided always, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him or her to the said Company, or to the Person or Persons authorized by them to take possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant or Lessee as aforesaid in the said Premises, the said Company shall and they are hereby directed to make or tender to such Tenant or Lessee Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any other Satisfaction or Compensation for Lands intended to be taken or made use of is in and by this Act directed to be made and assessed.

Mortgages to  
be conveyed  
to the Com-  
pany after  
Tender of  
Principal and  
Six Months  
Interest.

XL. And be it further enacted, That all and every Persons and Person having any Mortgage or Mortgages on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (not being in possession thereof by virtue of such Mortgage or Mortgages,) shall, on Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal, by the said Company, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Company; or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Six Calendar Months to be computed from the Day of giving such Notice, then and at the End of such Six Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company; and in case such Mortgagee or Mortgagees shall refuse to convey and assign 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 or Mortgages shall amount to more than the real Value of the Premises included therein, and to be taken and made use of for the Purposes of this Act, and which shall be ascertained in manner herein-before directed, then the said Company shall not be liable to pay to the said Mortgagee or Mortgagees more than the real Value of the Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed: Provided also, that in case any such Mortgagee or Mortgagees shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest due on any such Mortgage or Mortgages as aforesaid 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 or Mortgagees, the Cashier or Cashiers of the said Bank shall give a Receipt or Receipts for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Persons or Person in Trust for him, her, or them, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises comprised in such Mortgage or Mortgages to all Intents and Purposes



Purposes whatsoever : Provided also, that if such Mortgage or Mortgages shall comprise other Lands, Tenements, or Hereditaments than those so taken by the said Company, such Mortgagee or Mortgagees shall, upon Payment or Tender of the Sum so ascertained as the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Tenements, or Hereditaments to the said Company ; 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 Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give such Receipt or Receipts as above mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Persons and Person in Trust for him, her, or them, in the said Lands, Tenements, or Hereditaments the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever ; and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

XLI. And be it further enacted, That if any Money shall be agreed or adjudged or awarded to be paid for the Purchase of or Damage to any Lands, Tenements, or Hereditaments purchased, taken, or used by virtue of this Act for the Purposes thereof, which shall belong to any Body Politic, Corporate, or Collegiate, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustees for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trust, or to any Person whose Lands, Tenements, or other Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same 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 Privy of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Exeter* Water Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for 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 may 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, Tenements, or Hereditaments, in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or Debts, or such other Incumbrance as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled to the same or the like Uses, Intents, or Purposes ; or where such Money shall not be so applied, then the same shall be laid out and invested, under and with the like Direction and Approbation of the

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

1 G. 4. c. 35.

[*Local.*]

5 U

said



said Court, in the Purchase of other Lands, Tenements, or Hereditaments; which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined 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 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, Tenements, or Hereditaments so hereby directed to be purchased in case such Purchase or Settlement were made.

Where less  
than 200l.  
and not less  
than 20l.

XLII. And be it further enacted, That if any Money so agreed or awarded to be paid for the Purchase of or Damage to any Lands, Tenements, or Hereditaments to be 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 amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy, Idiotcy, Lunacy, or other Incapacity, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the 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 Company (such Nomination and Approbation to be signified in Writing under the Hands or Common Seal 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 Court of Exchequer.

Where less  
than 20l.

XLIII. And be it further enacted, That where such Money so agreed or awarded to be paid as 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, Tenements, or Hereditaments so purchased, taken, or used by the said Company for the Purposes of this Act, in such Manner as the said Company shall think fit, or in case of Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to his, her, or their Guardian or Guardians, Committee or Committees,



mittees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

XLIV. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be purchased by the said Company by virtue of this Act shall refuse to accept the same, or shall not be able to make a good Title to the Premises, or cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England* in the Name and with the 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, Tenements, or Hereditaments (describing them), subject to the Order, Controul, and Disposition of the said Court of Exchequer; which said Court, on the Application of any Person or Persons making claim to such Sum or Sums of Money or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof or Payment of the Dividends thereof, according to the respective Estate or Estates, Title, or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying 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 Titles, &c.

XLV. And be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privy of the Accountant General of the Court of Exchequer, in pursuance of this Act, for the Purchase of or for any Damage to be done to any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, or of any Estate, Right, or Interest therein, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession and Enjoyment of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends and Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Where any  
Question  
shall arise as  
to the Title to  
Money.

XLVI. And



Court of  
Exchequer  
may order  
Expences of  
certain Pur-  
chases to be  
paid by the  
Company.

XLVI. And be it further enacted, That where, by reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Court of Exchequer, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court of Exchequer to order the Expences of all Purchases to be from Time to Time made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

For making  
good Defi-  
ciencies in  
the Land  
Tax.

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

Power to re-  
sell Lands  
not wanted.

XLVIII. And whereas in order more effectually to carry into effect the Purposes of this Act the said Company may purchase Lands, Buildings, or Hereditaments which, or Part whereof, may afterwards be considered as unnecessary to be made use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company to sell and dispose of, and by Indenture under their Common Seal absolutely to grant and convey, such Part or Parts of the Lands, Buildings, or Hereditaments which shall be so purchased by and conveyed to the said Company as aforesaid, and shall not be wanted for the Purposes aforesaid, and all such Conveyances shall be good, valid, and effectual, any Law, Statute, or Custom to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by the Sale or Sales of such Lands, Buildings, or Premises, or any Parts or Parcels thereof, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company to sign and give Receipts for the Monies for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which the said Lands, Buildings,



Buildings, or Premises shall be sold, or for so much thereof as in such Receipts shall be expressed to be received; and such Person or Persons shall not be answerable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof: Provided always, that the said Company, before they shall sell and dispose of such Lands, Tenements, or Hereditaments, or any Estate or Interest therein, shall first offer to sell the same to the Person or Persons whose Lands, Tenements, or Hereditaments shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold as aforesaid; and in case such Offer shall not be accepted, or if the said Company and such Person or Persons shall differ and not agree as to the Price or Rate thereof, and such Person or Persons shall signify his, her, or their Desire to purchase the same, by a Notice in Writing to be given to or left with the Clerk of the said Company within Fourteen Days after such Offer, at a Price to be settled and adjudged by a Jury to be summoned as in case of Purchases made by the said Company as herein mentioned, *mutatis mutandis*, such Notice shall be deemed an actual Contract for Purchase of the said Premises, as against the Party or Parties giving the same, at a Price which shall be settled and adjudged by such Jury; and in case such Person or Persons shall not agree to purchase such aforesaid Interest therein, or shall not give Notice of his, her, or their Intention of purchasing the same within Fourteen Days after such Offer of Sale, then and in every such Case, an Affidavit being made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before one of His Majesty's Justices of the Peace for the said City of *Exeter*, by some competent Person or Persons, stating that such Offer was made by or on behalf of the said Company, and was not then or thereupon agreed to by the Person or Persons to whom the same was so made, and that no such Notice as aforesaid was given, shall in all Courts be sufficient Evidence and Proof that such Offer was made and was not agreed to by the Person or Persons to whom it was made (as the Case may be), and that such Notice as aforesaid was not given.

XLIX. And whereas the said Company are enabled to purchase Land by virtue of this Act for the Purposes thereof, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell Land to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from any Body Corporate or Person being under legal Disability or Incapacity, and again purchasing other Lands from the same or any other Body or Person being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore further enacted, That it shall not be lawful for the said Company to purchase from any Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenants for Life or in Tail, or Person to whom or for whose Use Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than Ten Statute Acres; and in case the said Company shall afterwards sell the whole or any Part of such Land so purchased it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Body Politic, Corporate, or Collegiate,

Company not to purchase more than 10 Acres from incapacitated Persons.

[*Local.*]

5 X

Collegiate,



Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee, for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, nor for the same or any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustee or Feoffee in Trust for charitable or other Purposes, Executors, Administrators, Husband, Guardian, Committee, or other Trustees for or on behalf of any Infants, Lunatics, Idiots, Femes Covert, Cestuique Trust, Tenant for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, or other Persons being under legal Disability or Incapacity, to sell to the said Company any other Lands in lieu or stead of such Ten Statute Acres or any Part thereof so sold or disposed of by the said Company.

The Word  
"grant" in  
Conveyances  
from the  
Company of  
Proprietors  
to amount  
to certain  
Covenants.

L. And be it further enacted, That in all Conveyances to be made by the said Company under or by virtue or in pursuance of the several Powers and Authorities to them hereby given the Word "grant" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them, indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchasers or Grantees, and his, her, or their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action or Actions to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyance.

First and  
other General  
Meetings.

LI. And be it further enacted, That the said Company of Proprietors shall meet together at the Guildhall of the said City of *Exeter*, or at some other convenient Place in the said City of *Exeter*, within Fourteen Days next after the passing of this Act, between the Hours of Ten of the Clock in the Forenoon and Two of the Clock in the Afternoon, and shall then and there proceed in the Execution of this Act, and shall and may adjourn such Meeting from Time to Time and from Place to Place as they shall think fit; and from and after the said First General Meeting of the said Company there shall be a General Meeting of the said Company on the Tenth Day in the Month of *June* in each and every Year, or within the Space of Fourteen Days next following, and also such and so many Special General Meetings of the said Proprietors as shall be called by the Committee of Management as herein-after provided, of which said General Meeting and Special General Meetings One public Notice at the



least, Seven Days previous to such Meeting, shall be given by Advertisement in some One or more Newspaper or Newspapers usually circulated in the said City of *Exeter*, and which said Notice shall specify the Purpose for which any such Special General Meeting is called ; and all such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place as shall be found expedient.

LII. And be it further enacted, That Seven or more Proprietors of the said Company may at any Time, by Writing under their Hands left at the Office of the said Company or at the Office of the Clerk to the said Company, or given to any Member of the said Committee of Management, require the Committee of Management to call a Special General Meeting, so as such Requisition fully express the Objects for which such Special General Meeting is required to be called ; and in case of Neglect or Refusal of the said Committee to call such Meeting for the Space of Seven Days after such Notice given as aforesaid the same to be called by such Proprietors by giving Seven Days Notice thereof in some One or more Newspaper or Newspapers usually circulated in the said City of *Exeter* ; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified only ; and all such Acts of the Proprietors or the major Part of them met together at every such Special General Meeting shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at a General Meeting at the Time herein-before appointed for holding the same.

Meetings of Proprietors may be specially convened.

LIII. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time, at any such General or Special General Meeting as aforesaid, to make such Rules, Orders, and Bye Laws as to them shall seem right and proper for the good Government of the said Undertaking, and for regulating the Proceedings of their Committee of Management, and for the Regulation of all Officers, Workmen, and Servants to be employed in or about the Affairs of the said Company, and for the Superintendence and Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Regulations, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon Persons offending against the same, as to the major Part of the said Company present at such Meetings shall seem meet, not exceeding the Sum of Five Pounds for every Offence, such Fines and Forfeitures to be levied and recovered by such Ways and Means as herein-after mentioned ; which said Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, and printed and published, shall be hung up and affixed in some conspicuous Part of the Office of the Clerk and Treasurer to the said Company, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, or destroyed ; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided that they be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*,

General Meetings may make Bye Laws.



*England*, or to any Directions in this Act contained ; and all such Rules, Bye Laws, and Orders shall be subject to appeal in manner herein-after mentioned.

Committee of  
Management  
to be elected.

LIV. And be it further enacted, That the said Company shall at the said First General Meeting, or at any Adjournment of the same, elect, nominate, and appoint Fifteen Persons Members of the said Company, provided they be Holders each of Two or more Shares, to be a Committee of Management of the Concerns of the said Company until the General Meeting of the said Company to be holden on the Tenth Day of *June* then next ensuing, and shall also at every succeeding Annual General Meeting in each Year, or at some Adjournment thereof respectively, elect, nominate, and appoint out of the said Company Fifteen such Persons as aforesaid, who shall be a new Committee of Management of the Concerns of the said Company, and who shall continue in their Offices for the Space of One Year, to be computed from the Day of Election, or until others or another shall be duly elected in their Places ; and on every General Annual Meeting to be holden as aforesaid the Members of the said Committee shall be eligible to be re-elected.

No Member  
of Committee  
of Manage-  
ment to con-  
tract for sup-  
plying the  
said Com-  
pany with  
Articles or  
Goods.

LV. And be it further enacted, That no Proprietor who shall be one of the Committee of Management shall be capable of acting or voting as such during the Time he shall enjoy any Office of Profit under the said Company, or in any Case wherein he shall be directly or indirectly personally interested, other than except as such Proprietor of Shares in the said Company, nor shall any Member of the Committee of Management be capable of taking any Contract whilst he shall be a Member of such Committee ; and if any Proprietor, being at the Time a Member of the Committee of Management, shall, either in his own Name or in the Name of any other Person or Persons, sell or contract to sell, or provide, furnish, or supply, for his or their Profit, for the Use of the said Company, any Goods or Materials of any Kind, or enter into any Contract or Contracts relating thereto, or for the doing or executing any Work of any Kind whatsoever, in pursuance of or by virtue of this Act, every such Proprietor shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same within Twelve Calendar Months after the same shall have been committed, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, or Information, where no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed ; and no Person shall be capable of entering into or taking any Contract under or by virtue of this Act during the Time he shall be a Member of such Committee of Management : Provided always, that nothing herein contained shall extend or be construed to extend to any Proprietor who shall be a Member of any public Company, and with which the said Company by this Act established may enter into any Contract or Agreement in respect of his or their Interest as a Member or Proprietor of any such public Company, or to any Proprietor interested in any of the public Newspapers or Journals published in the City of *Exeter* or elsewhere, for or in respect of printing for the said Company hereby established, or advertising in such Newspaper or Journal, so nevertheless that any Proprietor being a  
Member



Member of the said Committee of Management so interested shall not vote or act in or about the ordering or making any such Contract, or the directing any such advertising or printing.

LVI. And be it further enacted, That when and so often as any Member of the Committee of Management to be elected by virtue of this Act shall die, or cease to be a Proprietor in the said Undertaking, it shall be lawful for the said Committee of Management or for the remaining Members thereof to elect some other Proprietor to be a Member of the said Committee; and every such Proprietor so elected to fill any such Vacancy shall continue in his Office as a Member of the said Committee so long as the Person in whose Place or Stead he was elected would have been entitled to continue had he lived, or been a Proprietor in the said Undertaking.

For supplying  
Vacancies in  
Committee.

LVII. And be it further enacted, That no Member of the Committee for the Time being shall become personally answerable for the Performance of any Agreement into which he shall or may have entered as one of such Committee on behalf of the said Company, but all Persons with whom any Contracts or Agreements shall from Time to Time be entered into by the said Committee shall have full Powers to resort to and proceed against the said Company, either at Law or in Equity, for the Performance of any such Contract and Agreement, or for Damages occasioned by any Breach or Nonperformance thereof; and the Joint Stock and Property of the said Company shall from Time to Time be answerable and accountable for the due Performance of every Contract entered into by the said Committee, and for all Damages which shall be recovered by reason of any Breach or Nonperformance thereof.

Members of  
Committee  
not to be  
personally  
liable.

LVIII. And be it further enacted, That if at any General or Special General Meeting there shall not be Fifteen Proprietors present no Choice of a Committee nor any Removal of a Person or Persons from any such Committee shall be made, nor shall any Bye Law, Rule, or Regulation be made or altered at that Time, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Seven Days; and if a sufficient Number of Proprietors shall not then attend, the said General Meeting shall stand adjourned to Seven Days from that Time, and so from Time to Time as often as the same shall happen, until at any such General Meeting there shall be a sufficient Number of Proprietors present; and such Choice or Removal of any Member of any such Committee so before appointed shall then take place, and not before; and such Committee so before appointed shall continue to act, and have the same Powers as they had and were possessed of, until a new Committee shall be appointed as aforesaid.

General  
Meetings for  
choosing  
Committee  
to consist of  
at least  
Fifteen  
Proprietors.

LIX. And be it further enacted, That the said Company shall, at their First General Meeting or at some Adjournment thereof, elect and choose a Treasurer or Treasurers and Clerk or Clerks for transacting the Business of the said Company, the Treasurer or Treasurers to remain in Office until he or they shall happen to die, or resign, or be removed from Office, the Clerk or Clerks to be elected at every succeeding Annual General Meeting in each Year, or at some Adjournment thereof; and it shall be lawful for the said Company, at any subsequent General or Special General

Treasurer  
and Clerk to  
be elected.

[*Local.*]

5 T

Meeting



Meeting to be holden as herein-before directed, from Time to Time to remove and displace such Treasurer or Treasurers and Clerk or Clerks, or either of them, or any other Person or Persons who shall be hereafter elected and appointed to their respective Offices; and the said Company shall also from Time to Time elect, choose, and appoint in manner aforesaid any other Person or Persons to act as Treasurer or Treasurers and Clerk or Clerks of the said Company in the Room of such of the said Officers as shall happen to die, or to resign, or be removed from their respective Offices; and it shall be lawful for the said Company to allow such Salaries or other Emolument to the said Officers or any of them as at any such General or Special General Meeting shall from Time to Time be fixed upon and determined: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person or Persons who shall hereafter be appointed Treasurer or Treasurers of the said Company for the faithful Execution of his or their Office or Offices before he or they shall enter thereupon.

Security to  
be taken  
from Treas-  
urer.

Clerk and  
Treasurer not  
to be the  
same Person.

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

Powers of  
Committee,  
and Regula-  
tions as to  
their Pro-  
ceedings.

LXI. And be it further enacted, That the Committee of Management for the Time being shall have the Custody of the Common Seal of the said Company, and shall have full Power to meet and adjourn from Time to Time and from Place to Place, and also at any Time to call Special General Meetings of the said Company for any Purposes they may think proper, and to appoint the Times and Places of holding General and Special General Meetings; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman; and all Questions,  
Matters,



Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present (the whole Number present not being in any Case less than Five); and such Committee shall have full Power and Authority to direct and manage all the Affairs of the said Company, and shall and may contract for and purchase Messuages, Tenements, Lands, or other Hereditaments and Materials for the Use of the said Undertaking, and employ, order, and direct the Works and Workmen, and nominate, appoint, elect, place, or displace any Officer, Engineer, Agent, Collector, Servant, and Workman of the said Company, (except the Treasurer or Treasurers and Clerk or Clerks herein-before directed to be appointed by a General Meeting of the said Company,) with such Salary, Gratuity, or Recompence as to the said Committee shall seem proper, and make all Contracts and Bargains touching the said Undertaking; and the said Committee of Management may require such Security to be given to the said Company from any Officer or Officers (not being a Treasurer or Clerk of the said Company) or other Person, for the faithful Execution of their respective Duties, as they may think proper or reasonable; and no Member of the said Committee (although he may be a Proprietor of many Shares in the said Undertaking) shall have more than One Vote in any Committee except the Chairman, whose Vote shall be always first taken, who, in case of an equal Division, shall always have a Second or casting Vote; and every such Committee shall keep a regular Minute and Entry of their Proceedings, and from Time to Time make Report of their Proceedings to the said General Meetings, and, if required, to the Special General Meetings of the Proprietors, and shall obey their Orders and Directions.

LXII. And be it further enacted, That the said Committee shall keep or cause to be kept a full and true Account of all Monies disbursed and Payments made by the said Committee, and by all and every Persons and Person employed by or under them, and of all and every Sums and Sum of Money which they shall receive on behalf of or in respect of such Undertaking from any Collector or Collectors of the Rates hereby authorized to be taken, or other Officer or Officers, or from any other Person or Persons whomsoever employed in or having any Concerns, Dealings, or Transactions with the said Undertaking, or in or with any Part or Parts thereof, and shall regularly write, insert, and enter, or cause to be written, inserted, and entered, in a Book or Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of every such Contract, Bargain, Receipt, and Disbursement, and of other their Orders and Proceedings, which Book or Books shall be deposited with and kept locked up under the Care and Direction of the said Committee: Provided always, that every Proprietor shall for the Space of Ten Days next before and next after the General Annual Meeting have free Access thereto for his, her, or their Inspection, and may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same.

LXIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or their Committee of Management, make out and deliver to the said Company or

Accounts to  
be kept.

Officers to  
account.



Manner of  
proceeding  
in case of  
Default.

or their Committee of Management, or to such Person or Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her had, collected, or received, and how and to whom and for what Purpose the same and every Part thereof have or hath been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and he is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him or her to such Person or Persons as the said Company or their Committee of Management shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render and deliver such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof, when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or their Committee of Management, or to such Person or Persons as they shall appoint, within Three Days after being thereunto required by the said Company or their Committee of Management, or by such other Person or Persons, all Books, Papers, and Writings in his or her Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by any of the said Company or by any Person on their Behalf to any Justice of the Peace for the City of *Exeter* or County of *Devon*, such Justice may and he is hereby authorized and required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his or her appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing by such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Monies to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or, if appearing, shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required by Warrant under his Hand to commit such Officer or Person to the Common Gaol or House of Correction for the said City or County, there to remain without Bail or Mainprize until he or she shall have delivered up the said Books, Papers, and Writings, and the Vouchers and Receipts relating thereto, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charges of such Distress and Sale (if any) as shall in that respect have been made, or until he or she shall have compounded with the said Company for such Money and Charges, and paid



paid the Composition Money to the said Company, (and which Composition the said Company are hereby empowered to make,) and shall have delivered up all such Books, Papers, and Writings, Vouchers and Receipts, as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress shall be detained in Prison for any longer Space of Time than Six Calendar Months.

LXIV. And be it further enacted, That no Sum or Sums of Money shall be issued by the Treasurer or Treasurers or other Officer or Officers to be appointed by the said Company, on account of the said Company, without an Order or Orders in Writing made by the said Committee, and signed by the Chairman of the Committee of Management for the Time being, and Two Members at least of the said Committee present at such Meeting of the said Committee of Management. Treasurer not to issue Money without an Order by the Committee.

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

LXVI. And be it further enacted, That it shall and may be lawful for the said Company or their Committee of Management for the Time being from Time to Time, as they shall think fit, to compound and agree with any Person or Persons on account of any Breach or Non-performance of any Contract or Contracts for such Sum or Sums of Money as they shall think fit. Company may compound for Breach of Contracts.

LXVII. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meetings of Proprietors, or of any Adjournment thereof respectively, or to any of the said Proprietors, and not herein otherwise provided for, shall be given by Advertisement to be inserted in some One Newspaper usually printed or circulated in the said City of *Exeter*, or by Letters from the Clerk of the said Company sent by the Post to or left at the usual Place of Abode of the Proprietors respectively, Seven Days previous to any such Meeting; and such Notices, when so published or given, shall be deemed and considered the same as personal Notices. How Notices of Meetings are to be given.

LXVIII. And be it further enacted, That in case any such Treasurer or Clerk subject to such Directions as aforesaid shall die, or be removed from or quit the Service of the said Company, it shall be lawful for the said Company, at their said General or Special General Meetings, or for the Committee of the said Proprietors, to appoint any other fit Person or Persons to execute such Office or Offices in the Place of the Person or Persons who shall so die, be removed from or quit the Service of the said Proprietors; but in case any such new Appointment be made by the said Committee may appoint temporary Treasurer, &c.

[*Local.*]

5 Z

Committee,



Committee, the same shall only continue until the next General or Special General Meeting of the said Proprietors, when the Appointment of such Person or Persons to such respective Office or Offices shall either be confirmed, or such other fit Person or Persons appointed to succeed to such Office or Offices as the said Proprietors at such General or Special General Meeting shall think proper; all which Acts of the said Committee shall be conclusive unless revoked by the General Meeting holden next after such Acts as aforesaid.

Calls to be  
made on  
Subscribers.

If Calls are  
not paid,  
Shares to be  
forfeited.

Forfeited  
Shares may  
be sold.

LXIX. And be it further enacted, That the Committee of Management for the Time being shall have full Power and Authority to make such Call or Calls for Money from the several Proprietors of the said Undertaking, their Executors, Administrators, Successors, and Assigns, as the said Committee of Management shall from Time to Time find necessary for the Purpose of the Undertaking, so that no such Call do exceed the Sum of Twenty Pounds *per Centum* for or in respect of any One Share, and so that no Calls be made but at the Distance of One Calendar Month at least from each other; and the Sum or several Sums of Money so to be called for shall be paid into the Hands of the Treasurer to the said Company for the Time being, to be issued and applied as directed in this Act; and the said several Sums of Money so called for shall be paid at such Time and Place as shall be directed and appointed by the said Committee in that Behalf; and if any Person or Persons shall neglect or refuse to pay his, her, or their Proportion of the Money to be called for during the Space of Twenty-one Days next after the Time appointed for Payment thereof, then and in such Case such Person or Persons so neglecting or refusing shall absolutely forfeit all his, her, or their Share, Part, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him, her, or them on account thereof; and all Shares which shall or may be so forfeited shall or may be sold at a public Sale for the most Money that can be gotten for the same, and the Produce thereof shall be applied and disposed of in manner by this Act directed; and the said Committee or any Five of them shall have Power and Authority to assign and transfer such Shares to such Person or Persons as shall become the Purchaser or Purchasers thereof; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to and for the Proprietor and Proprietors, or his, her, or their Executors, Administrators, Successors, and Assigns, so forfeiting, against all Actions, Suits, and Prosecutions for any Breach of Contract or other Agreement between such Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, and Assigns, and the said Company, with regard to the future carrying on and Management of the said Undertaking: Provided always, that no Advantage shall be taken of any Forfeiture of any Share or Shares in the said Undertaking until Notice in Writing under the Hand of the Clerk or Treasurer of the said Company shall have been given or sent by the Post to or left at the usual Place or Places of Abode of the Owner of such Share or Shares respectively, nor until the same Share or Shares shall have been declared to be forfeited at some General or Special General Meeting of the said Company which shall be held not sooner than Three Calendar Months from the Day on which Notice of Forfeiture shall have been given.



LXX. Provided always, and be it further enacted, That in case the Money produced by the Sale of any Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid and lawful Interest thereon, with the Expences attending such Sale or Sales, the Surplus of such Money shall be paid, on Demand, to the Person or Persons to whom such Share or Shares shall have belonged; but the said Company shall not sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after the Payment of such Calls, and the Interest and Expences as aforesaid, any Share or Shares so vested in such Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

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

LXXI. And whereas in Cases where the original Holder or Proprietor or Holders or Proprietors of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his, her, or their Right and Interest to some other Person or Persons, or in the Case of a Woman shall be married, and no Register shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of any Officer acting for the said Company to ascertain who is or are the Owner or Proprietor, Owners or Proprietors of such Share or Shares, in order to give him, her, or them, or his, her, or their Executors, Administrators, Successors, or Assigns, Notice or Notices of Calls to be made on such Share or Shares, or to maintain any Action or Actions, Suit, or other Proceedings against him, her, or them, or against his, her, or their Executors, Administrators, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all the Cases aforesaid where the Right and Property in any Share or Shares in the said Undertaking shall pass from the original Subscriber or Subscribers, or any Proprietor or Proprietors thereof, to any other Person or Persons by any other legal Means than by a Transfer and Conveyance thereof in the Form and Manner herein specified or herein otherwise provided, an Affidavit shall be made and sworn to by One credible Person before One of His Majesty's Justices of the Peace or Master Extraordinary in Chancery, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, and such Affidavit shall be delivered to and left with the Clerk to the said Company, to the Intent that he may preserve the same, and enter and register the Name or Names of every such other Proprietor or Proprietors in the Register Book, or List of Subscribers and Proprietors of the said Undertaking, to be kept in the Office of the said Company; and in all or any of the said Cases, after Ten Days Notice in Writing shall have been given by the said Committee of Management under the Hand of the Clerk or Treasurer of the said Company to the Person or Persons stated or claiming in such Affidavit to be the Owner or Owners

For ascertaining the Proprietorship of Shares in certain Cases.

of



of such Share or Shares, or left at his, her, or their last or usual Place of Abode, to pay his, her, or their Proportion of Money so to be called for, and such Person or Persons, his, her, or their Executors, Administrators, Successors, or Assigns, shall not have paid his, her, or their Proportion as aforesaid, it shall be lawful for the said Subscribers and Proprietors, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare the same Share or Shares to be forfeited, and in such Case the same shall become forfeited; and shall and may be sold and disposed of in manner by this Act directed.

Proprietors  
in arrear not  
to vote.

LXXII. And be it further enacted, That no Proprietor in arrear for any Call shall at any Meeting be allowed to vote or give his Voice in the Agitation of any Question respecting the Concerns of the said Company, either personally or by Proxy, until such Time as he shall have paid all such Arrears as may be due from him in respect of such Calls.

Shares may  
be disposed  
of.

LXXIII. And be it further enacted, That it shall be lawful for the several Proprietors of any Share or Shares in the said Undertaking to sell or dispose of his, her, or their Share or Shares therein, subject to the Rules and Conditions herein mentioned; and an Entry of every Transfer shall be made in a Book or Books to be kept for that Purpose by the Clerk of the said Company, for which Entry no more than Two Shillings and Sixpence shall be paid, and the said Clerk is hereby required to make such Entry accordingly; and until the Entry of such Transfer shall be made with the Clerk to the said Company, and entered as aforesaid, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Vote as a Proprietor or Proprietors; and a Copy of such Entry, signed by the Clerk of the said Company, shall be sufficient Evidence of every such Sale and Transfer, and shall be received as such by all Judges, Justices, and others.

Form of  
Transfer of  
Shares.

LXXIV. And be it further enacted, That every Transfer to be made of any Share or Shares in the said Undertaking shall be in the Form or to the Effect following; (that is to say,)

‘ I do hereby bargain, sell, and transfer to *A. B.* Share  
‘ in the *Exeter* Water Company, to hold to the said *A. B.*, his Executors,  
‘ Administrators, and Assigns, subject to the same Rules and Orders and  
‘ on the same Conditions on which I held the same immediately before  
‘ the Execution hereof; and I the said *A. B.* do hereby agree to accept  
‘ the said Share, subject to the same Rules, Orders, and Conditions.  
‘ Witness our Hands and Seals the Day of  
‘ One thousand eight hundred and .’

After a Call  
no Share to  
be sold until  
the Call shall  
be paid.

LXXV. And be it further enacted, That no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking after any Call shall have been made by the said Committee for any Sum or Sums of Money in respect of such Share or Shares, unless he, she, or they, at the Time of such Sale or Transfer, shall have paid or discharged to the Treasurer of the said Company, or to such Person or Persons as the said Committee shall appoint to receive the same, the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred.

LXXVI. And



LXXVI. And be it further enacted, That the Clerk for the Time being to the said Company shall and he is hereby required to keep regular and clear Entries in a Book or Books to be for that Purpose provided by the said Company of all Sums of Money received, paid, laid out, and expended for or on account of this Act, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed, laid out, and paid; and such Book or Books shall at all seasonable Times be open to the Inspection of the said Company, and of every Mortgagee or Creditor under this Act, without Fee or Reward; and any Member of the said Company, or any Mortgagee or Creditor aforesaid, may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same; and in case the said Clerk shall refuse to permit or shall not permit any Member of the said Company, or any Mortgagee or Creditor, to inspect the same, or to take Copies or Extracts as aforesaid, such Clerk shall forfeit and pay to the Treasurer of the said Company, for the Use of the said Company, any Sum not exceeding Five Pounds for each Offence, to be recovered as any other Forfeitures are herein-before authorized to be recovered.

Accounts to  
be kept by  
the Clerk.

LXXVII. And be it further enacted, That the said Company or their Committee of Management shall and they are hereby required, from the Time of the passing of this Act, to cause a true, exact, and particular Account to be kept, and annually made up and balanced to the preceding Twenty-fifth Day of *March* in each Year, of the Money collected or received by the said Company or their Committee of Management, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the erecting, making, supporting, maintaining, and carrying on the said Works, and of all other the Receipts and Expenditure of the said Company or their Committee of Management; and at the General Yearly Meeting of the Proprietors of the said Undertaking to be from Time to Time holden as aforesaid, or some Adjournment thereof, a Dividend shall be made out of the clear Profits of the said Undertaking, unless such Yearly Meeting shall declare otherwise; and such Dividend or Dividends shall be at and after the Rate of so much *per Centum* upon the several Sums invested by the Members thereof in the Joint Stock of the said Company as such Meeting or Meetings shall think fit to appoint or determine: Provided always, that no Dividend shall be made whereby the Capital of the said Company shall be in any Degree reduced or impaired, nor shall any Dividend be paid in respect of any Share or Shares after a Day appointed for Payment of any Call for Money in respect thereof until such Call shall have been paid.

Accounts to  
be made up  
yearly.

Divisions of  
Profits to be  
made annu-  
ally.

LXXVIII. Provided always, and be it further enacted, That it shall be lawful for the Committee of Management, and they are hereby authorized and empowered, to declare One or more Dividend or Dividends at such intermediate Time or Times between the said Annual Meetings as the said Committee shall think fit.

Committee  
of Manage-  
ment may  
declare inter-  
mediate Di-  
vidends.

LXXIX. And be it further enacted, That it shall and may be lawful to and for the said Company, at a General Yearly Meeting of the Proprietors, or at any Adjournment thereof, if they shall think fit, having first, by and out of the Rents, Rates, or Sums of Money which by virtue of this Act

Sinking Fund  
not exceeding  
3,000*l.* may  
be estab-  
lished

[*Local.*]

6 A

shall



shall be received, paid and discharged all the Debts, Expences, and other Liabilities of the said Company, and apportioned a Dividend among the said Company from and after the Rate of Five Pounds *per Centum* upon every Share held in the said Company, to order and direct the Whole or any Part of the Surplus of the Monies to be received or collected as aforesaid to be laid out and invested in the Public Funds or Stocks of *Great Britain*, and to lay out and invest the Interest and Dividends and Proceeds thereof from Time to Time in the like Stocks or Funds, to accumulate, and be added to the Principal Money so ordered to be invested, for the Purpose of raising a Capital Stock or Fund, and maintaining, transferring, altering, and renewing the same, for the Benefit of the said Company, to be under the Controul and Management of the said Company or their Committee of Management, and subject to their Order or Disposal from Time to Time, for the Purpose of defraying any Sum or Sums of Money which may become due or payable from the said Company under or by virtue of any Provision contained in this Act, or in or about the maintaining, continuing, extending, or improving the said Waterworks, Cuts, Aqueducts, Reservoirs, Pipes, Engines, Machinery, and Conveniences by this Act authorized to be made, erected, and perfected, or in any other Manner, or for any other Purpose relating to the Affairs of the said Company: Provided nevertheless, that such Capital Stock or Fund so to be raised shall not at any Time exceed the Sum of Three thousand Pounds.

Regulations  
as to the Ac-  
quisition of  
Shares;

by Marriage;

by Will, or  
Course of Ad-  
ministration;

by any other  
Means.

LXXX. And whereas by the Marriage or Death of Proprietors of Shares in the said Undertaking it may be difficult to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid or may belong; be it therefore further enacted, That before any Person or Persons who shall claim any Part of the Profits of the said Undertaking in right of Marriages hall be entitled to receive the same, or be entitled to vote in respect of any Shares, an Affidavit, or solemn Affirmation by any Person of the Society of Quakers, in Writing, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, shall be made and sworn to or solemnly affirmed by some credible Person before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same, and make an Entry thereof in the Book or Books which shall be kept by the said Clerk for the Entry of Transfers or Sales of Shares in the said Waterworks; and before any Person or Persons who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Shares, the said Will or the Probate thereof, or Letters of Administration, shall be produced and shown to the said Clerk, or an Affidavit containing a Copy of so much of such Will as shall relate to the Share or Shares of the Testator shall be made and sworn to or solemnly affirmed to by the Executors or Executor of the said Will before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace as aforesaid, and shall also be transmitted to the said Clerk, who shall file and enter the same as herein-before mentioned; and in all Cases other than herein-before mentioned, when the Right and Property of any Share or Shares in the said Undertaking shall pass from the original Proprietor or Proprietors thereof to any other Person or Persons by any



any other legal Means than by a Transfer and Conveyance thereof as herein directed, an Affidavit or solemn Affirmation in Writing shall be made and sworn to or solemnly affirmed to by One or more credible Person or Persons before a Master or Master Extraordinary in Chancery, or any One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit or solemn Affirmation shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors of the said Company; and the Clerk of the said Company shall be entitled to receive for each and every of such Entries as is herein-before directed the Sum of Two Shillings and Sixpence, and no more.

LXXXI. And be it further enacted, That the Receipt or Receipts of the Person or any One of the Persons in whose Name or Names any Share or Shares in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the Treasurer or Treasurers for the Time being of the said Company for any Dividend or Dividends, Sum or Sums of Money, which shall become due and payable and be paid for or in respect of such Share or Shares, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share or Shares shall be then settled, conveyed, or assigned.

Receipts of the Person in whose Name Shares stand for Dividends to be good.

LXXXII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, the Receipt of the Parent or Guardian for the Time being of such Minor shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Receipts of Parents or Guardians of Minors.

LXXXIII. Provided always, and be it further enacted, That whenever any Ground, Highway, or Pavement shall be opened or broken up, either by the said Company or any other Person or Persons, for laying, taking up, or repairing any Aqueduct, Pipes, Plugs, Cocks, or other Works necessary for the Purposes of this Act, the Workmen employed in laying, taking up, or repairing any such Aqueduct, Pipes, Plugs, Cocks, or other Works shall do as little Damage as may be, and shall forthwith fill in the Trenches, and make good the Ground, Pavements, and Roads, and carry away the Rubbish occasioned thereby, without any Delay, and shall in the meantime fence or guard and fix Lights during the Night and all Night at or near the Place or Places where any Ground shall be opened, in such Manner as to prevent Accidents to Passengers, Cattle, and Carriages: Provided also, that if there shall be any wilful or negligent Delay in the said Company, or any of their Agents or Servants, or any other Person or Persons acting by or under the Authority of this Act, in filling in any such Ground, or removing Rubbish, or making good any such Ground, Pavements, Highways, or Roads, or in case the same shall be imperfectly done, or the Ground so opened shall not be fenced or guarded, then and in every such Case it shall be lawful for the Owner or Occupier of the Ground, or the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management such Pavements, Highways,

When any Ground or Pavement is broken up, the same shall be made good without Delay.



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

For raising,  
sinking, or  
altering  
Pipes at the  
Instance of  
the Surveyors  
of the High-  
ways, &c.

LXXXIV. And be it further enacted, That if it shall at any Time or Times be deemed necessary or expedient by the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management any Pavement, Highway, or Road under or through which any Pipe or Pipes may be placed, for the Purpose of any Alteration in such Pavement, Highway, or Road, to require the said Company to raise, sink, or otherwise alter the Situation of any such Pipe or Pipes, the said Company shall, at their own Expence, within One Calendar Month next after being required so to do by Notice in Writing to them given by such Surveyors, Trustees, or Commissioners, 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 Surveyors, Trustees, or Commissioners, or other Persons, shall think right and proper; and in default thereof it shall and may be lawful to and for the said Surveyors, Trustees, or Commissioners, 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 that the reasonable Costs and Charges for doing the same shall immediately thereafter be paid by the said Company or their Treasurer to the said Surveyors, Trustees, or Commissioners, or other Persons, and in default thereof shall and may be recovered in the same Manner as the Costs and Charges and Penalty are directed to be recovered in and by the Provision herein-before contained.

Pipes to be  
laid Eighteen  
Inches under  
Ground.

LXXXV. 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 Company 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



Place in or through which such Water shall be conveyed, where the same shall be practicable, without interfering with the Arches of Bridges, Cellars, Conduits, or Vaults.

LXXXVI. And be it further enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up, or cause to be broken or taken up, any 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 Company, 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 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 Company, or any Person acting by or under their 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 Company shall forfeit and pay to the Commissioners or Trustees, or other Persons having the Controul of the Pavements or 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 said Company or of their Treasurer.

Restrictions  
as to break-  
ing up of  
Pavements.

LXXXVII. 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 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 or 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 Company shall replace and make good such Sewers and Drains as soon as may be convenient.

Public  
Sewers not  
to be inter-  
fered with  
without  
Notice.



Damage  
done to Pipes  
&c. to be  
made good  
to the Com-  
pany.

LXXXVIII. 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 Surveyors, Trustees, or Commissioners, or other Persons, or their Servants, then and in every such Case such Damage or Injury shall be made good as soon as Circumstances permit, and the Costs, Charges, and Expences thereof shall be paid by the Surveyors, Trustees, or Commissioners, or other Persons for the Time being having the Jurisdiction, Care, or Management of such Pavements, Highways, or Roads as aforesaid, to the said Company or their Treasurer, and which the said Surveyors, Trustees, or Commissioners, 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 the Pavements, Highways, or Roads, on their being served with the Order of any Justice or Justices of the Peace for the said City of *Exeter*, by whom the Amount of such Costs, Charges, and Expences shall have been ascertained and fixed.

For prevent-  
ing Danger  
and Inconve-  
nience from  
the bursting  
of Pipes.

LXXXIX. And be it further enacted, That whenever it shall happen that by the bursting, breaking, or running of any Pipe or Pipes the Water belonging to the said Company shall overflow any Highway, Street, Passage, or Place, or any Part or Parts thereof, so as to occasion any Danger or Inconvenience to Passengers, Cattle, or Carriages, or Injury to the said Highway, Street, Passage, or Place, or any Part or Parts thereof, then, in case the said Company shall after Five clear Days Notice thereof neglect to do what shall be necessary to remedy the Danger and Inconvenience arising therefrom, it shall be lawful for the Surveyors, Trustees, or Commissioners, or other Persons under whose Jurisdiction, Care, or Management the said Highways, Streets, Passages, or Places respectively may be, to do what they shall judge requisite to prevent any Danger or Inconvenience therefrom, the Expences whereof shall be reimbursed to such Surveyors, Trustees, or Commissioners, or other Persons, by the said Company, forthwith, and in default thereof shall and may be recovered by Distress and Sale of the Goods and Chattels of the said Company, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal or Hands and Seals of any such Justice or Justices of the Peace as aforesaid, and which Warrant such Justice or Justices is and are hereby empowered to grant; and such Expences, Costs, and Charges shall be paid to such Surveyors, Trustees, Commissioners, or other Persons, or their Treasurer respectively.

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

XC. And be it further enacted, That such of the Inhabitants of the said City and County, Parishes, Precincts, and Places aforesaid, as shall be desirous of having Water from the said Waterworks laid into their Houses or Buildings, may and are hereby authorized and empowered, at their own Expence, having given Six Days previous Notice in Writing of his, her, or their Intention so to do to the said Company, and having first obtained the Consent of the Owners of the Premises through which Pipes shall be conveyed, to open the Ground between the Company's Aqueducts or Service Pipes and the respective Houses or Buildings of such Inhabitants, and to lay any Leaden or other Pipe or Pipes of the Bore of Three Fourths of an Inch, or of a greater Bore if the said Company shall consent thereto, from such respective Houses or Buildings to  
com-



communicate with the said Aqueducts or Service Pipes, such respective Inhabitants paying to the said Company the Rates herein-after mentioned; and in case of default in Payment of any such Rate or Rates or Sum or Sums of Money so to be paid it shall be lawful for the said Company to cause the Pipe or Pipes belonging to any Person or Persons making such Default, and communicating with the Aqueducts or Service Pipes belonging to the said Company, to be separated from the said Aqueducts or Service Pipes, and to cause the Water to be stopped from issuing or running into the said Houses or Buildings of every Person making such Default; and the Rate or Rates, Sum or Sums of Money, which shall be due and in arrear from such Person or Persons to the said Company, shall and may be recovered by the said Company by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same, in the same Manner as Rents reserved on common Demises may by Law be recovered: Provided always, that all and every Persons and Person who shall have laid any Leaden Pipes or other Pipe as aforesaid shall be at liberty to remove and take away such Pipe or Pipes, and the Cock or Cocks or Pipe or Pipes belonging.

XCI. And be it further enacted, That the said Company shall be obliged in the Manner before directed to furnish such a sufficient Supply of Water, so far as their Means will allow, to every Inhabitant occupying a private Dwelling House or Part of a Dwelling House in any Square, Street, Close, or Lane of the said City and County of *Exeter*, and other Places where the Pipes of the said Company hereafter shall be laid, for the Use of his or her own Family, at the following Rate *per Annum*; that is to say, where the Rent of such Dwelling House or Part of a Dwelling House shall be under Ten Pounds and above the Value of Six Pounds *per Annum*, at a Sum not exceeding Ten Shillings, and where such Rent shall be under Fifteen Pounds at a Sum not exceeding Fifteen Shillings, and where such Rent shall be under Twenty Pounds, at a Sum not exceeding Twenty Shillings, and where such Rent shall be under Twenty-five Pounds, at a Sum not exceeding Twenty-four Shillings, and where such Rent shall be under Thirty Pounds, at a Sum not exceeding Twenty-eight Shillings, and where such Rent shall be under Thirty-five Pounds, at a Sum not exceeding Thirty-two Shillings, and where such Rent shall be under Forty Pounds, at a Sum not exceeding Thirty-six Shillings, and where such Rent shall be under Forty-five Pounds, at a Sum not exceeding Forty Shillings, and where such Rent shall be under Fifty Pounds, at a Sum not exceeding Forty Shillings, and where such Rent shall be under Sixty Pounds, at a Sum not exceeding Fifty Shillings, and where such Rent shall be under Seventy Pounds, at a Sum not exceeding Fifty-five Shillings, and where such Rent shall be under Eighty Pounds, at a Sum not exceeding Sixty Shillings, and where such Rent shall be under Ninety Pounds, at a Sum not exceeding Sixty-five Shillings, and where such Rent shall be under One hundred Pounds, at a Sum not exceeding Seventy Shillings, and where such Rent shall be above One hundred Pounds, at a Sum not exceeding Eighty Shillings; and 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 to the Way and Improvement Rate: Provided nevertheless, that the said Company shall not be obliged to furnish such Supply to any Inhabitant for

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



for less than Ten Shillings in any One Year ; and in case of Manufacturers, Distillers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Livery Stable Keepers, Alehouse Keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his or their own Families Consumption, or Persons requiring a Supply of Water for Baths, Ponds, Pools, or Closets, or for washing Carriages, or for Cows or Horses, or for the Purposes of any Trade or Business whatsoever, such Supply shall be furnished by the said Company in such Cases at such Rate as shall be settled by and between the Committee of Management of the said Company and such Persons respectively.

Tenants under special Contract dissatisfied with the Amount of Rent paid by them to appeal to a General Meeting of Proprietors to be held once a Year.

XCII. Provided always, and be it further enacted, That in all Cases of special Agreement for the providing of Water to Persons for other Purposes than those of his or their Families Consumption, if the Person or Persons so requiring the Water for any such special Purpose shall object or be dissatisfied with the Rent or Terms fixed and demanded by the said Committee of Management, he, she, or they may appeal to a General Court of Proprietors, which is hereby directed to be holden at least once in every Year for the Purpose of hearing and determining any such Appeals, which said General Court shall award, adjudge, and determine the Rent or Terms upon which the Water shall in such Case be supplied thereafter, and which said Rent or Terms so awarded or adjudged shall take effect and commence and be calculated from the Time of such Person or Persons delivering to the Clerk of the said Company a Notice in Writing of his, her, or their Intention to appeal.

For supplying the poor Inhabitants with Water.

XCIII. Provided always, and be it further enacted, That the said Company may, if 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 Sum of Two Shillings ; and that it shall also be lawful for any Company, or Body Politic or Corporate, to contract and agree with the said Company for the Erection of Conduits or Pumps, or otherwise, for the Supply of Water to the poor Inhabitants of the said City and County, and to pay the Expences thereof out of any Funds under the Care and Management of such Company, Body Politic or Corporate ; any thing in any Act or Acts to the contrary notwithstanding.

Where several Houses are supplied by One Branch Pipe, each Occupier to be liable to pay the Rate.

XCIV. And be it further enacted, That where several Houses or Buildings in the Occupation of several Persons shall be supplied by One common Branch Pipe to be laid to and introduced into the Aqueducts or Service Pipes of the said Company, the several Owners or Occupiers of such Houses or Buildings shall be respectively liable to pay for such Supply of Water at and after the same Rate as he, she, or they would be liable to pay for the same if each of such several Houses or Buildings was separately supplied with Water by a distinct Branch Pipe from the Waterworks of the said Company ; such several Rates or Rents, in case of Nonpayment, to be recovered as herein-after is mentioned.

Rents to be recoverable from Persons removing.

XCV. And be it further enacted, That if any Person or Persons liable to pay any of the said Rents shall at any Time begin to remove his, her, or their Goods or Furniture from the House or Premises in his, her, or their Occupation, or to sell and dispose of such Goods or Furniture therein by public Auction, or to sell or dispose of or carry away his, her, or their



Goods or Furniture as aforesaid, without paying all Arrears then due in respect of such House or Premises by virtue of this Act, in which the current Quarter or Half Year (as the Case may be) shall be considered as due, then and in any of the said Cases it shall be lawful for the Collector for the Time being to the said Company to collect and levy such Rents and all Arrears due thereon, the Rent for such Quarter or Half Year (as the Case may be) within which such Removal or Sale shall begin to be made as aforesaid to be considered as due, by Distress and Sale of the Goods and Chattels of the Party so beginning to remove, sell, or take away any such Goods or Furniture as aforesaid; and if within Five Days next after such Distress shall be made the said Rents and all Arrears due thereon, together with the reasonable Charges of taking and keeping the said Distress, shall not be paid, the said Collector shall cause the said Goods and Chattels to be appraised and sold, or such Part thereof as shall be sufficient to pay such Rents, together with all Arrears due thereon, and the reasonable Charges of making such Distress, and of keeping and selling the same, returning the Overplus (if any) to the Owner or Owners of such Goods and Chattels respectively.

XCVI. And be it further enacted, That in case the said Company shall wilfully neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Street, Close, Lane, or Place where the Pipes of the said Company may be laid, with Water for the Use of his or her own Family, at the Rate assessed or for the Rent agreed on, for the Space of Ten Days next after Demand in Writing shall have been made by such Inhabitant to the said Company of such Supply of Water, and Tender made of the Amount of the Rate of One Year for such Supply, the said Company shall forfeit and pay to such Inhabitant Double the Amount of the Rate so tendered, and in case the said Company at the Time of such Demand and Tender being made can grant such Supply of Water without lessening the Supply to the other Tenants of the said Company, but not otherwise, to be levied and recovered, by virtue of a Warrant under the Hands and Seals of any Two of His Majesty's Justices of the Peace acting for the said City of *Exeter* or County, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of One Pound for every Day the said Company shall continue to neglect or refuse such Supply, to be recovered as the above-mentioned Penalty is herein-before directed to be recovered.

Penalty for not supplying Water to the Inhabitants.

XCVII. And be it further enacted, That the Rent or Rates payable to the said Company under and by virtue of this Act shall be payable quarterly on the Four usual Quarter Days of Payment of Rent, and be payable and become due in advance immediately upon the Commencement of the Period for which the Persons using the Water may contract or agree with the said Company or their Committee of Management; and in case of Default in the due Payment of such Rents or Rates so payable in advance it shall be lawful for the said Company or their Committee of Management, where the Sum due shall be less than Twenty Pounds, to recover the same by Distress and Sale of the Goods and Chattels of the Person or Persons liable thereto, wherever such Goods and Chattels may be found, in the same Manner in other respects

Rent to be paid quarterly in advance.

[*Local.*]

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as Rents in arrear upon common Demise may by Law be recovered and raised; or where the Sum due shall be Twenty Pounds or upwards, the same may be recovered, with Costs of Suit, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, wherein no Essoign, Protection, or Wager of Law, and no more than One Imparlance, shall be allowed.

If through unavoidable Causes Supply of Water should be suspended for any Time not exceeding One Week, Rent shall be paid.

XCVIII. And be it further enacted, That if through unavoidable Repairs, Amendments, Improvements, Injury, or Impediments to any Part of the Waterworks of the said Company there shall be a partial or total Suspension of the Supply of Water from the said Works to the Person or Persons who may have agreed to take or be supplied with the same, the Rate or Rent which shall be due and payable at the Time of such Suspension, and which may thereafter arise and become due before the Restoration of the Supply as aforesaid, (provided such Suspension shall not exceed One Week,) shall be paid and levied in the same Manner as if such Suspension had not occurred.

Penalty on soiling or wasting Water, or doing any Damage to the Works.

XCIX. And be it further enacted, That if any Person shall wilfully or maliciously hinder or interrupt, or cause or procure to be hindered or interrupted, the said Company, or their Managers, Agents, Servants, or Workmen, or any of them, in doing or performing any of the Works or in the Execution of any of the Powers and Authorities in and by this Act given or contained; or if any Person shall bathe or wash in any Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond made, maintained, or supported by virtue of this Act, or wash any Dog or other Animal therein, or throw or cast any Dog or Cat, or any Filth, Dirt, Gravel, Stone, or Rubbish, or other Thing whatsoever, into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond; or cause or suffer the Water of any Sink, Sewer, or Drain to be conveyed into or to run into any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond; or shall cause any other Annoyance or Injury to be done to the Water contained in any such Reservoir, Aqueduct, Waterway, Feeder, Dam, or Pond, or to any Water which shall flow into the said Reservoirs or other Works, or which shall be collected or used by the said Company for the Purposes of this Act; or do any Act or Thing whatsoever whereby or by means whereof the Water required for the Supply of the said City and County, Parishes, Precincts, and Places aforesaid, or any Part thereof, shall or may be soiled, fouled, or polluted; or shall wantonly or unnecessarily open or cause to be opened any Cock, Gate, Pipe, Paddle, Valve, or Clough belonging to the said Waterworks; or shall wilfully flush or draw or let off, or cause to be flushed, drawn, or let off, the Water from any Part of the said Waterworks; or shall improperly leave any of the Pipes, Valves, Cocks, or Cloughs open or running belonging to the same, or shall draw out or cause to be drawn out any Paddle, Valve, or Clough belonging to the said Waterworks, or do any other Act to mispend or waste the Water thereof; every Person so offending in any of the Cases aforesaid shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons supplied with Water supplying others.

C. 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 having the Authority or Consent of the said Company to take



take any Water at the Pipes or Aqueducts of the said Company, or shall supply any such other Person or Persons with any Water from such Pipes or Aqueducts, or shall be negligently suffering his, her, or their Pipes or Branches, or the Cocks belonging thereto, to be out of repair, and occasion the Water thereby supplied to run waste and useless, then and in every such Case every Person so offending as aforesaid shall forfeit and pay to the said Company for every such Offence any Sum not exceeding Five Pounds, according to the Direction and Decision of the Justice of the Peace before whom the same shall be recovered, over and above the full Amount of the Damage sustained by the said Company by the Acts or Means in respect of which such respective Penalties shall be incurred; and the Company shall be at liberty, if Compensation to the Satisfaction of the said Company be not made, to cut off the Supply of Water from any Person so offending from the Reservoirs, Cisterns, and Pipes of the said Company: Provided always, that upon Payment of such Compensation the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the said Supply of Water to such Inhabitant.

CI. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to subject any Person or Persons whomsoever supplied with Water by virtue of this Act to a Penalty or Forfeiture for supplying any Person or Persons whomsoever with any Quantity of such Water in case of Fire, Sickness, or other sudden Emergency, or during any Time that the Pipe or Pipes, Cock or Cocks, belonging to any Person or Persons supplied with Water by virtue of this Act, shall or may happen to be out of repair, such Pipe or Pipes, Cock or Cocks, nevertheless, to be repaired as soon as may be after any Damage shall happen thereto.

Persons permitted to supply Water in certain Cases.

CII. And be it further enacted, That the said Company may, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place, for supplying the same with Water, 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 such public Street, 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 Plug shall be finished the said Company may thereupon deliver a Key or Keys of such Fire Plug or Fire Plugs at each Place within the City of *Exeter* and other Places where the Pipes of the said Company shall be laid as aforesaid where any Engine shall be kept for the extinguishing of Fires.

Enabling the Company to fix Fire Plugs.

CIII. And be it further enacted, That it shall be lawful for the Engineer, or any other Person or Persons acting by or under the Authority of the said Company or their Committee, at any Time or Times in the Daytime between the Hours of Ten in the Forenoon and Four in the Afternoon, giving Twenty-four Hours previous Notice of their Intention so to do, to enter into any House or other Building supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company; and if such Engineer, or other Person so acting by or under the Authority of the

For enabling Company to enter Premises to see that there is no Waste of Water.



the said Company or their Committee, shall at any such Time or Times be refused Admittance or Entrance into any such Dwelling House or other Building for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection or Examination as aforesaid, then and in every such Case it shall be lawful for the said Company or their Committee, or any Person or Persons acting under their Authority, and for that express Purpose in each Case given, to cut and turn off the Water supplied by the said Company from such House or other Building: Provided always, that upon Payment of such Compensation the said Company shall, at the Expence of the Person so having offended, and upon being thereto requested, restore the said Supply of Water to such Inhabitant.

Cisterns to be provided, and Balls fixed to prevent Waste of Water.

CIV. And in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person supplied with Water by virtue of this Act shall, if required by the said Company, provide a proper Cistern or Cisterns of Lead, Stone, Brick, Wood, or other Material, to receive and hold such Quantity of Water as shall be deemed sufficient for his, her, or their Consumption, and he, she, or they is and are hereby required to provide a Valve or Ball and Stopcock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Service Pipes belonging to the said Company to such Cistern or Cisterns, and at all Times afterwards to keep the same in good Repair, for the Purpose of preventing the Water running into such Cistern or Cisterns from running to waste when the same shall be full; and in case any Person or Persons supplied with Water by virtue of this Act shall neglect to provide such Cistern or Cisterns, and also a Ball or Valve or Stopcock, and to affix or cause to be affixed the same in manner aforesaid for the Purpose of preventing the Water from running to waste when such Cistern or Cisterns shall be filled as aforesaid, it shall be lawful for the said Company or their Committee, or any Person or Persons acting by virtue of or under the Authority of the said Company, to cut off the Pipe and turn off the Water by such Ways and Means as to him or them shall seem right and proper from the House or other Building of every such Person, until such Cistern or Cisterns shall be provided, and such Ball, Valve, or Stopcock added, in manner as aforesaid.

Recovery of Water Rents.

CV. And be it further enacted, That if any Person who shall contract with the said Company or otherwise agree to take or shall use or enjoy the said Water in his or her House or other Building shall neglect or refuse, for the Space of Seven Days after Demand thereof made by the said Company or by any Person under their Authority, to pay the Sum or Sums then due for the same to the said Company according to the Terms and Stipulations of the said Company, it shall be lawful for the said Company, or their Clerk, Collector, or Collectors, or any Person acting by or under their Authority, by Warrant under the Hand and Seal of any Justice of the Peace for the City, County, or Place where the Defaulter shall reside, to levy the said Sum or Sums of Money in respect whereof such Neglect or Refusal shall happen by Distress and Sale of the Goods and Chattels of the

Person



Person or Persons so refusing or neglecting to pay the same, returning the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after the necessary Charges of making such Distress and Sale shall have been first deducted.

CVI. And be it further enacted, That all and every the Pipes or other Conduits laid or to be laid or used for the Conveyance of Gas in, under, through, along, across, or round any Highway, Street, or other Passage or Place within the Limits of this Act shall be laid at the greatest practicable Distance, and whenever the Width of the Carriageway will allow thereof at the Distance of Four Feet at least, from the nearest Part of any Water Pipe, Sough, or Watercourse 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, Streets, or other Passages or Places within the Limits of this Act, except in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, Soughs, or Watercourses, in which Case the said Gas Pipes shall be laid over the said Water Pipes, Soughs, or Watercourses at the greatest practicable Distance therefrom, and shall form a Right Angle therewith, and the Gas Pipes so crossing the said Water Pipes, Soughs, and Watercourses shall be at least Nine Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes, Soughs, or Watercourses than Four Feet at least; and such Gas Pipes so crossing the said Water Pipes shall for the whole Length thereof be sufficiently bedded in with good sound Clay of a proper Substance, and well worked, and rammed into the Trenches all round the said Gas Pipes; and in laying down the said Gas Pipes the Contractor or other Person to whom the same shall belong shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the jointing with the other Pipes which may be added thereto with proper and sufficient Materials, and also, wherever practicable, lay and well and sufficiently bed each and every of the Joints of the said Main Gas Pipes, and also the Joints or Screws of the Branch or Service Gas Pipes connecting with the Main Gas Pipes, and also the Joints of the Service or Branch Pipes for conveying Gas from the Main Gas Pipes to the Houses and other Buildings, and all other Joints, Inlets, Apertures, or Openings which are or shall or may be made in any of the said Gas Pipes, with such Clay as aforesaid, all round the said several and respective Joints, Inlets, Apertures, or Openings, and for Twelve Inches in Length each Way from the Centre of each and every of the Caps or Joints in the Main Pipes, and of the Inlets, Apertures, Screws, or Joints connecting the Service Pipes with the Main Pipes, and all other Joints, Inlets, Apertures, or Openings therein, and for Six Inches at least from the Centre of each of the Joints in the Service Pipe, so as to make and keep all and every such Pipes, and all the Screws, Joints, Inlets, Apertures, or Openings therein respectively, air-tight, and in every respect prevent the Gas from escaping therefrom, upon pain of forfeiting the Sum of Five Pounds for every such Offence, to be paid to the Person or Persons who, in the Judgment of the Justice or Justices before whom the

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

[Local.] 6 D Conviction



Conviction takes place, shall have sustained any Annoyance or Injury or Damage by any such Act so done or committed.

For prevent-  
ing the  
Escape of  
Gas.

CVII. 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 such Body Politic or Corporate or other Persons as aforesaid, such Body Politic or Corporate or other Persons shall, at their own Expence, immediately after Notice of any such Escape of Gas given to them or him by Parol or in Writing from any Person whomsoever, stop and prevent such Gas from further escaping; and in case the said Contractors or Persons shall not within Twenty-four Hours next after such Notice given stop and prevent any further Escape, and thereby remove the Cause of Complaint, then and in every such Case the said Body Politic or Corporate or Persons as aforesaid shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each 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 or Penalties shall from Time to Time be recoverable in a summary Way, on the Oath or Affirmation of some credible Witness, by Information to be laid before some Justice of the Peace for the County, City, or Place within which such Offence shall be committed, and shall and may be recovered and levied, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Contractors or Persons as aforesaid.

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

CVIII. And be it further enacted, That if any Body Politic or Corporate, or any Contractor or Contractors, or any other Person or Persons whosoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the said City and County of the City of *Exeter* and Parishes adjacent, for lighting any Street, Highway, or Place, or any House, Manufactory, or other Building therein, shall at any Time drain or convey, or cause or suffer to be drained or conveyed, or to run or flow, any Washings or other waste Liquids, Substances, or Things whatsoever which shall arise or be produced in or by the said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Annoyance, Act, or other Thing to the Water contained in such River, Brook, or running Stream, Canal, Reservoir, Aqueduct, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, whereby the said Water or any Part thereof shall or may be spoiled, fouled, or corrupted, then and in each and in every such Case such Body Politic or Corporate, Contractor or Contractors, or other Person or Persons shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlance, shall be allowed; and the whole of such Penalty shall be paid to the Person or Persons who shall inform or sue for the same: Provided always, that no such

Penalty



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

CIX. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Body Politic or Corporate, Contractor or Contractors, or Person or Persons making, furnishing, or supplying Gas as aforesaid, such Body Politic or Corporate, or Contractor or Contractors, or Person or Persons so offending, shall forfeit and pay for every such Offence a Sum not exceeding Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company and Individuals affected thereby; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, that then and in every such Case the Body Politic or Corporate, Contractor or Contractors, or any Person or Persons making, furnishing, or supplying such Gas, shall, within Twenty-four Hours next after Notice thereof in Writing signed by the Clerk for the Time being of the said Company, to be left at the usual Office or Place of transacting Business of the Body Politic or Corporate, Contractor or Contractors,

To prevent  
Escape of  
Gas and Con-  
tamination  
of Water.



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

For ascer-  
taining if the  
Water is con-  
taminated.

CX. And whereas it may become a Matter of Question upon such Complaint as aforesaid whether such Water be contaminated or affected by the said Gas; be it therefore enacted, That in every such Case it shall be lawful for the said Company, or for the Party or Parties using such Water, to dig to and about, and to search and examine, the Mains, Pipes, Conduits, and Apparatus of the Body or Bodies Politic or Corporate or other Persons supplying Gas as aforesaid, for the Purpose of ascertaining whether such Contamination be occasioned by the Gas of the said Body or Bodies Politic or Corporate or other Persons as aforesaid; and if it appear that such Contamination is occasioned by the Gas of the said Body or Bodies Politic or Corporate or other Persons as aforesaid, the Costs and Expences of such Examination and of the Repair of the Pavement which shall be taken up or disturbed shall be borne and paid by the said Body or Bodies Politic or Corporate or other Person as aforesaid (as the Case may be); which Costs and Expences shall be ascertained and determined (if necessary) by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not proceeded from any Gas of the said Body or Bodies Politic or Corporate or other Persons as aforesaid, then and in such Case the said Company, or the Party or Parties making Complaint of such Contamination as aforesaid, shall bear and pay all the Costs and Expences of such Examination and Repair, and shall also make good to the said Body or Bodies Politic or Corporate or other Persons producing or supplying Gas as aforesaid any Loss, Injury, or Damage which may be occasioned to the Works of the said Body or Bodies Politic or Corporate or other Persons as aforesaid in and by such Examination, and shall



shall also make good any Loss, Injury, or Damage which may have been occasioned in or by such Examination to the Pavements of the Streets and other Places so broken up or disturbed as aforesaid, the Amount of such Injury, Loss, or Damage to be ascertained and determined (if necessary) by some Justice as aforesaid.

CXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person from proceeding by Indictment or otherwise against any of the Officers, Servants, or Workmen of the Body or Bodies Politic or Corporate, Contractor or Contractors, or other Person or Persons whomsoever, making, furnishing, or supplying any Gas used, burnt, or consumed within the said City and County of the City of *Exeter* and Parishes adjacent, for lighting any Street, Highway, Place, or any House, Manufactory, or other Building therein, in respect of any Works, or the Means which shall be employed by them or any of them in making the said Gas and using the same in furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Action against the said Body or Bodies Politic or Corporate, Contractor or Contractors, or Person or Persons as aforesaid, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Use of the said Gas, or the Method of lighting therewith, whether such Injury shall proceed from the Preparation or the Use of the same Gas, or Method of lighting, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

Persons supplying Gas liable to be indicted for a Nuisance.

CXII. And be it further enacted, That if any Person shall wilfully or maliciously break, throw down, damage, or destroy any Banks or other Works erected, made, or maintained by virtue of this Act, or steal, take, or carry away, or detain, spoil, injure, damage, or destroy, the several Articles, Matters, and Things hereby vested in or belonging to the said Company or any of them, or any Part or Parts thereof, every Person so offending shall be adjudged guilty of Felony, and the Court by or before whom such Person shall be tried and convicted shall have Power and Authority to cause such Person to be transported beyond the Seas for the Term of Seven Years, or, in mitigation of such Punishment, such Court may award Sentence as the Law directs in case of Larceny.

Punishment for destroying Works.

CXIII. And be it further enacted, That it shall not be lawful for the said Company at any Time hereafter to sell or dispose of any of the Rights, Privileges, Powers, or Authorities vested in them by this Act for supplying the said City and Neighbourhood and other Places with Water to any other Water Company now existing or which may hereafter be established for the supplying of Water to any Body or Bodies Politic or Corporate, or to any Person or Persons whomsoever.

Powers vested in the Company shall not be alienable.

CXIV. And be it further enacted, That in case the Works for supplying the said City and County of the City of *Exeter*, and the several Parishes, Precincts, and Places aforesaid, with Water, shall not be completed so as to answer the Purposes of this Act within Ten Years from and after the passing of this Act, then and from thenceforth all the Powers and Authorities herein contained relative thereto shall cease and determine, save only as to so much and such Part thereof as shall have been completed within the said Space of Ten Years.

Limiting the Time of completing the Works.

[Local.]

6 E

CXV. And



How Notices  
shall be  
served on the  
Company.

CXV. 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 any Notice or Notices, Writ or Writs, or other legal Proceeding or Proceedings in Equity, upon the said Company, the Service thereof upon any One of the Committee to be appointed in pursuance of this Act, or upon the Clerk of the said Company, or left at the Office of such Clerk or at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

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

CXVI. And be it further enacted, That when and so often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace by virtue of this Act as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury, of any Nature or Kind whatsoever, done or committed by the said Company, or any other Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within One Calendar Month after Demand in Writing shall have been made from the said Company, in pursuance of the Direction or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant under his Hand and Seal or their Hands and Seals on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Surplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the said Company or to their Treasurer for the Time being, as the Case may be: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

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

CXVII. 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 Penalties, 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 hereby authorized and required, on Nonpayment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

Justices may  
proceed by  
Summons in

CXVIII. And be it further enacted, That in all Cases in which by this Act any Penalty is made recoverable by Information before any Justice



Justice of the Peace it shall be lawful for the 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, 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 in Writing shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing were exhibited.

the Recovery  
of Penalties.

CXIX. And be it further enacted, That all Fines, Penalties, and Forfeitures for all and every the Offences in this Act mentioned, in relation to which the Manner of convicting the Offender or Offenders is not particularly mentioned or directed, or which shall be inflicted or imposed by any Rule, Order, or Bye Law to be made under the Authority of this Act, shall, in case of Nonpayment thereof, be adjudged by and be recovered before any Justice of the Peace for the City, County, or Place wherein the Offence shall arise in a summary Way; and any such Justice of the Peace is hereby authorized and empowered to convict the Offender or Offenders upon Information by Oath of any Person or Persons (which Oath such Justice is hereby authorized to administer), or on the Confession of the Party offending; and in default of Payment of such Penalties or Forfeitures they shall be levied by Distress and Sale of the Offender's Goods and Chattels, or of the Goods and Chattels of the said Company, if they shall offend and be convicted as aforesaid of any Offence in this Act mentioned, by Warrant under the Hand and Seal of such Justice; and one Moiety of the Penalties and Forfeitures when recovered, after rendering the Overplus (if any), on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained, (the reasonable Charges of such Distress and Sale being first deducted,) shall be paid to the Informer, and the other Moiety thereof shall be paid to the Overseers of the Poor of the City and County of the City of *Exeter* if such Offence shall have been committed in the City and County, or to the Overseer of the Poor of the Parish or Place wherein such Offence shall be committed if situate in the County of *Devon*, to be by them applied towards the Relief of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid upon Conviction by any Person or Persons offending and convicted, then it shall be lawful for such Justices to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his or their Appearance before him on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Seven Days from the Time of taking any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant or Warrants it shall appear that no sufficient Distress can be had thereupon, or in case it shall appear to the Satisfaction of any such Justice, 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 Penalties, Forfeitures, Fines, Costs, and Charges may be levied, such Justice shall not be required to issue such Warrant of Dis-

Recovery and  
Application  
of Penalties.

tress,



tress, and thereupon it shall be lawful for any such Justice of the Peace, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the House of Correction or Common Gaol for the City, County, or Place (as the Case may be) wherein such Offence shall be committed, there to remain for any Time not exceeding Six Calendar Months.

Transient  
Offenders  
may be  
apprehended.

CXX. And whereas Persons guilty of Offences against this Act may be transient Persons, and unknown to the Officers acting under the said Company ; be it therefore enacted, That it shall be lawful for any Officer acting under the said Company, with such Aid as shall be necessary, and without any other Warrant or Authority than this Act, to seize and detain any such unknown Person or Persons guilty of any Offence against this Act, and forthwith to convey him, her, or them before any Justice of the Peace of the said County, City, or Place (as the Case may be), who is hereby required to proceed and act with respect to such Offender or Offenders according to the Provisions of this Act.

Form of  
Conviction.

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

‘ **B**E it remembered, That on the \_\_\_\_\_ Day of  
‘ to wit. { *A. B.* is convicted before me, one of  
‘ His Majesty’s Justices of the Peace for \_\_\_\_\_ by 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*], of having [*here*  
‘ *specify the Offence or Omission, and the Time and Place when and where*  
‘ *committed, as the Case may be,*] contrary to the said Act, for which  
‘ Offence I do adjudge the said \_\_\_\_\_ to have forfeited the  
‘ Sum of \_\_\_\_\_ . Given under my Hand and Seal  
‘ the Day and Year first above written.’

Proceedings  
not to be  
quashed for  
Want of  
Form.

CXXII. And be it further enacted, That no Proceedings to be had touching the Conviction of any Offender or Offenders against this Act, or any Order made or other 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 be removed by Certiorari or other Writ or Process whatsoever, into any of His Majesty’s Courts of Record at *Westminster*, any Law, Statute, or Usage to the contrary notwithstanding.

Distress not  
unlawful for  
Want of  
Form.

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

Appeal may  
be made to

CXXIV. Provided always, and be it further enacted, That any Body or Bodies Politic, Corporate, or Collegiate, or any other Person or Persons  
whosoever,



whosoever, thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company, or by the Order or Determination of any Justice or Justices of the Peace, in pursuance of this Act, may, within Three Calendar Months next after the Cause of Complaint shall have arisen, appeal to the Justices of the Peace at their next General or Quarter Sessions of the Peace to be holden for the County, City, or Place where the Cause of Appeal shall arise, the Person or Persons appealing having first given at least Ten Days Notice of such Appeal and of the Nature and Matter thereof to the Person or Persons appealed against, or to the Clerk of the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for the said County or City, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General or Quarter Sessions of the Peace, or if they think proper may adjourn the hearing thereof to the next General or Quarter Sessions of the Peace to be held for the said County or City, and if they see Cause mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

the Quarter Sessions.

CXXV. 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 for the Plaintiff or Plaintiffs, specifying the Cause of such Action, nor shall the Plaintiff or Plaintiffs recover in any such Action if Tender of sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney, by or on the 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 any such Sum of Money as he, she, or they shall think proper, whereupon such Proceedings, Order, and Judgment 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.

CXXVI. 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 County or City where the Cause of Action shall have arisen, and not elsewhere; and the Defendant or Defendants in every such Action or Suit shall or may, at his, her, or their Election, plead specially or the General Issue, and give this Act and the special Matter in Evidence at any Trial, and that the same was done in pursuance and under Authority of this Act; and if the same shall appear to have been so done, or if such Action or Suit shall have been brought

Limitation of Actions.

[*Local.*]

6 F

before



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, or shall be brought in any other County or City than as aforesaid, then and in every of the said Cases the Jury shall find a Verdict for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or discontinue his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or if upon any Demurrer Judgment shall be given against the Plaintiff or Plaintiffs, then and in every such Case the Defendant or Defendants shall recover his, her, or their Costs, and have such Remedy for recovering the same as any Defendant or Defendants hath or have in any other Cases by Law.

Expences of  
the Act how  
to be paid.

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

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

CXXVIII. Provided always, and be it further enacted, That nothing in this Act 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 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 Restrictions and Regulations, as shall be in and by such Instrument expressed.

For preserv-  
ing the Rights  
of the Dean  
and Chapter  
in their Ma-  
nor of Saint  
Sidwell;

CXXIX. 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, Privilege, or Franchise of the Dean and Chapter of the said Cathedral Church within their Manor and Fee of *Saint Sidwell*, saving all Powers and Authorities granted to the said Company by virtue of this Act.

and also their  
Rights to the  
Watercourse.

CXXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to empower the said Company, 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*, which has been immemorially conveyed from its Source in the 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 Rights 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 relating thereto shall and may be enjoyed in like Manner as if this Act had not been made.

Preserving  
Rights of  
Mayor and  
Commonalty  
to the Water-

CXXXI. Provided always, and be it further enacted, That nothing in this Act shall extend or be construed to extend to empower the said Company, or any other Person or Persons, to remove, raise, sink, alter, impede, or injure the ancient Watercourse belonging to the Mayor, Bailiffs, and Commonalty



Commonalty of the said City of *Exeter*, which has been immemorially conveyed from its Course 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 Rights 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 that the said Watercourse and all Rights relating thereto shall and may be enjoyed in like Manner as if this Act had not been made.

course for  
supplying the  
Conduit.

CXXXII. And be it further enacted, That the said Company shall and they are hereby directed and required to make full Recompence and Satisfaction to the Owners and Occupiers of the *Exwick* Mills, situate and being in the Parish of *Saint Thomas the Apostle* in the County of *Devon*, for any Loss or Injury they may sustain by any Water being diverted from the said Mills; and in case of any Dispute or Difference respecting the Amount of any such Recompence or Satisfaction the same shall be settled and ascertained by a Jury in the Manner hereby directed for ascertaining the Value of Lands to be purchased for the Purposes of this Act.

Compensa-  
tion to Ex-  
wick Millers.

CXXXIII. Provided always, and be it further enacted, That in case any Dispute or Difference shall arise between the Owners or Occupiers of the said *Exwick* Mills and the Owners or Occupiers of the said *Duryard* Mills as to any existing and now lawfully enjoyed Rights in or to the Flow of Water to any such Mills, the same may be settled and determined by an Action or Actions at Law in such and the like Manner as if this Act had not been passed: Provided also, that the Right and Power hereby granted to the said Company of taking and using the said Water and of making the Works herein-before mentioned from and after the passing of this Act shall not be impeded, delayed, or hindered by the bringing or not bringing any such Action at Law as aforesaid, but the said Company shall be at liberty to proceed to carry into execution all the Powers and Provisions of this Act without being in any Manner delayed by any Litigation touching the respective Rights of the said Mills, any thing herein-before contained to the contrary notwithstanding.

For settling  
Claims of  
Exwick Mil-  
lers.

CXXXIV. And whereas the Mayor, Bailiffs, and Commonalty of the City of *Exeter* are or claim to be the Owners and Proprietors of a certain Leat or Watercourse which conveys the Water from the River *Exe* at a certain Weir called *Head Weir* otherwise *Calaber Weir* into and through the several Parishes of *Saint David*, *Saint Edmund on the Bridge*, and *Saint Mary Steps*, in the County of the City of *Exeter*, upon which said Leat or Watercourse divers Mills, Water-wheels, and other Erections and Machinery have from Time to Time been erected and set up and are now worked by the said Mayor, Bailiffs, and Commonalty, and their Grantees, Lessees, and Tenants, and it is expedient that the said Mayor, Bailiffs, and Commonalty, and their Successors, and their said several Grantees, Lessees, and Tenants, should be protected in the Enjoyment of their respective Rights in and upon the said Leat or Watercourse; be it therefore further enacted, That if at any Time or Times hereafter the said Mayor, Bailiffs, and Commonalty, or their Successors, or any Person or Persons claiming through or under them, shall sustain any Damage in their, his, or her said Mills, Machinery, Lands, Tenements, Hereditaments, or Property, by reason of the Execution of any of the Powers given by this Act, then and in

For ascer-  
taining Com-  
pensation to  
Mayor, Bai-  
liffs, and  
Commonalty  
for Want of  
an adequate  
Supply of  
Water to  
their Mills in  
the Parishes  
of Saint  
David, Saint  
Edmund on  
the Bridge,  
and Saint  
Mary Steps.



in every such Case such Damages shall from Time to Time be settled and ascertained or assessed by a Jury, (in case the said Mayor, Bailiffs, and Commonalty, or their Successors, or the said Persons or Person claiming Compensation for such Damages, and the said Company, shall not agree respecting the same); and the Sum and Sums of Money to be paid for such Damages shall be recovered, levied, and applied in such and the same Manner as is herein-before directed with respect to such Damages as are herein-before provided for, and the Money to be paid as a Recompence for the same: Provided always, that the said Liability shall not extend to compel the said Company to make Satisfaction or Compensation for or in consequence of any Damage to any Rights which may have been created by an Act passed in the present Session of Parliament, intituled *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.*

For the Protection of Cowley Bridge.

CXXXV. Provided always, and be it further enacted, That nothing herein contained shall exonerate the said Company from being responsible for any Damage which may be occasioned to *Cowley Bridge* (partly situate in the County of *Devon* and partly in the County of the City of *Exeter*) by means or in consequence of any Erections, Works, or Things which the said Company are hereby empowered to execute.

Public Act.

CXXXVI. 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.

The SCHEDULE to which this Act refers.

No. on Plan.	Owners.	Occupiers.	Description of Property.
Parish of Upton Pyne.			
13	Sir Stafford Henry Northcote Baronet	James Jones, Tanner -	Leather Mill.
15	Ditto - - - - - {	William French and Edmund Pye - }	Grist and Snuff Mill.
Parish of Saint David.			
9 a	Charles Bodley - - - - -	John Bowden -	Orchard.
9 b	Ditto - - - - -	Ditto - - -	Garden.
12	The Mayor and Chamber of Exeter -	William Hancock -	Ditto.
14	The Trustees of St. John's Hospital, Exeter - - - - - }	William Snell -	Ditto.
16	Ditto - - - - -	George Stoneman -	House and Yard.
16 a	Ditto - - - - -	William Snell -	Ditto.
16 b	Ditto - - - - -	Francis Cross Esquire {	Barn, Yard, and Out-houses.
17	The Mayor and Chamber of Exeter -	William Hancock - {	Oil Mill, House, and Yard.
17 b	Ditto - - - - -	Ditto - - -	Garden.
18	Ditto - - - - -	Ditto - - -	Ditto.
20	Ditto - - - - -	George Stoneman -	Ditto.
22	Ditto - - - - -	Francis Cross Esquire	Orchard.