



ANNO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap. lxxxii.*

An Act for better supplying with Water the Town and Neighbourhood of *Barnsley* in the West Riding of the County of *York*. [30th *June* 1837.]

**W**HEREAS the Inhabitants of the Town and Neighbourhood of *Barnsley* in the Parish of *Silkstone* in the West Riding of the County of *York* are insufficiently supplied with Water: And whereas a better Supply of Water can be obtained from a certain River or Stream of Water called the *Dearne*, at or near a Place called the *Old Mill*, in the Township of *Barnsley* in the Parish of *Silkstone* in the said West Riding; and such Water might be conducted into Reservoirs, and from thence to the Houses and Premises of such Inhabitants: And whereas the several Persons herein-after named are willing and desirous to undertake at their own Costs and Charges to make, erect, construct, and maintain Reservoirs, Aqueducts, and Waterworks, and to lay and place Mains and Pipes, in order to effect the Purposes aforesaid; but the same Undertaking cannot be carried fully and completely into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *George Alletson, John Birks, Edward Bromley, Thomas Mark Carter, Samuel Coward, William Clarke, Jonathan Carnley, Thomas Cope,* Proprietors incorporated.

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*Cope, William Dandison, Edward Dale, Joseph Hall the younger, Sarah Hawksworth, William Hepworth, William Harworth, Edward Jackson, Edward Lancaster, Frederick Lumb, Thomas Liddall, Joseph Mallison, William Cookes Mence, Joseph Porter, Edward Parker, William Peckett, William Shepherd, Joseph Speight, John Shaw, William Taylor, Charles Tee, John Thornely, Henry Vickers, John White, Thomas Winsmore Wilson, and John Wood,* together with such other Person or Corporation as shall at any Time hereafter, as herein-after mentioned, become a Subscriber to or possessed of any Share in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making, completing, maintaining, and continuing the Works 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 Corporate by the Name of "The Company of Proprietors of the *Barnsley* Waterworks," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, plead and be impleaded, at Law or in Equity, and shall and may prefer and prosecute any Bill of Indictment against any Person who shall commit any Felony, Misdemeanor, or other Offence indictable by the Laws of this Realm, and shall also have full Power to purchase and become seised and possessed of Lands, to hold to them, their Successors and Assigns, for the Use of the said Undertaking, and without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain.

Construction  
of certain  
Terms used  
in the Act.

II. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and the Word "Lands" shall be understood to include Messuages, Tenements, and Hereditaments as well as Lands; and the Word "Person" and also the Word "Corporation" shall respectively be understood to include a Body or Bodies Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, as well as an Individual or Individuals, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

General  
Meetings of  
the Company  
to be held.

III. And be it further enacted, That for the better managing and conducting the Affairs of the said Company and the Business of the said Undertaking General Meetings of the Proprietors of the said Company shall from Time to Time be holden when and where they shall find convenient in the said Town of *Barnsley*; and the First General Meeting of the said Company for proceeding in the Execution of this Act shall be held at the Court House in *Barnsley*, or at some other House or Place in the Town of *Barnsley*, on the Third *Monday* after the passing of this Act, or as soon after as conveniently may be; and the said Proprietors or Members of the said Company assembled at any such General Meetings shall have full Power to adjourn such General Meetings and order such future General Meetings of the said Company to be holden from Time to Time to and at such Place as shall at any such General Meeting be thought proper

Power to  
adjourn the  
General  
Meetings.

and convenient; and in case at any Time no Adjournment of any General Meeting shall be made, or in case it shall be necessary to call a Meeting on an earlier Day than the Day to which any General Meeting shall stand adjourned, then it shall be lawful for any Three or more Proprietors or Members of the said Company possessed of Five or more Shares each, or the Clerk or Clerks of the said Company for the Time being, by Order of any Three or more of such Proprietors or Members, to call a General or Special Meeting, to be held at such Time and Place as they shall think fit in the said Town of *Barnsley*, by Notice in Writing to be affixed on the outer Door of the said Court House Seven Days at least before any such Meetings, mentioning the Time and Place of such intended General Meetings, and the Time, Place, and Purpose of such intended Special Meetings, or by Notice in Writing to be sent by the Post or otherwise to the Residence or Address of every Proprietor holding Five or more Shares.

General and Special Meetings may be called.

IV. And be it further enacted, That at every General and Special General Meeting of the Proprietors of the said Undertaking one of the Proprietors then present shall be elected to preside as Chairman; and every Question, Order, Matter, or Thing which shall be proposed, discussed, or considered by the Proprietors or Members of the said Company assembled at any such Meeting to be held by virtue of this Act shall be determined by a Majority of Votes of the Proprietors of Shares in the said Undertaking then present; and every Proprietor of Shares shall be considered on all Occasions as possessed of and entitled to give so many Votes as he shall possess Shares in the same Undertaking, not exceeding Twenty Votes by any One such Proprietor; and any Proprietor may also vote in right of his own Shares as well as Committee of any Lunatic, Guardian of any Minor, Assignee of any Bankrupt or Insolvent, or Executor or Administrator of any Testator or Intestate, on the same Occasion; and if the Number of such Votes shall be equal the Chairman presiding at such Meetings shall have the casting Vote as such Chairman in addition to his Vote or Votes as a Proprietor; and every Question, if required by any Proprietor previous to any Decision by open Vote, shall be determined by Ballot to be entered upon and completed forthwith, in which Case the Chairman for the Time being shall as such Chairman in like Manner have a casting Vote.

Chairman to be appointed at Meetings, and Questions to be decided by a Majority of Votes, according to the Shares held not exceeding Twenty.

V. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Minor such Lunatic shall or may vote at such Meeting by his Committee or any One of such Committee, and such Minor shall and may vote by his Guardians or any One of such Guardians; and the Appointment of such Committee or Guardian shall always be produced by the Person applying to vote as such Committee or Guardian before he shall be entitled to vote as such.

Lunatics and Minors to vote by their Committees and Guardians.

VI. And be it further enacted, That it shall be lawful for the said Company at any General Meeting to nominate, elect, and appoint a Treasurer, Clerk or Clerks, and Collector for transacting the Affairs and Business of the said Company; and it shall be lawful for the said

Officers of Company to be appointed at General Meetings.

said Company at any subsequent General Meeting from Time to Time to remove and displace such Treasurer, Clerk or Clerks, and Collector, or any of them, or any other Person who shall be hereafter elected and appointed to such respective Offices, and also from Time to Time to nominate, elect, and appoint in manner aforesaid any other Person to act as Treasurer, Clerk, or Collector of the said Company in the Room of such of them as shall happen to die, resign, or be displaced from their respective Offices; and it shall be lawful for the said Company to allow such Salaries and Compensation to such Treasurer, Clerks, and Collector, or any of them, as at any such General Meeting shall from Time to Time be fixed and determined upon: Provided always, that the said Company shall and they are hereby required to take sufficient Security from every Person who shall be appointed such Treasurer for the faithful Execution of his Office before he shall enter thereupon, and also from all other Officers of the said Company who shall have the Care or Custody of any Money belonging to the said Company.

Security to  
be taken  
from Treas-  
urer.

Same Person  
not to be  
Clerk and  
Treasurer,  
and vice  
versâ.

VII. 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 any Person in the Service or Employ of any such Clerk, or the Clerk or any Person in the Service or Employ of the Partner of any such Clerk, to be the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or any Person in the Service or Employ of any such Treasurer, or the Clerk or any Person in the Service or Employ of the Partner of any such Treasurer, to be the Clerk to the said Company; and if any Person shall accept both the Office 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 any Person in the Service or Employ of any such Clerk, or the Clerk or any Person in the Service or Employ of the Partner of any such Clerk, 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 any Person in the Service or Employ of any such Treasurer, or the Clerk or any Person in the Service or Employ of the Partner of any 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 in the Execution of this Act, or if any such Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Complaint, Suit, or Information.

Penalty.

Officers to  
account.

VIII. 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 make  
out

out and deliver to the said Company or to such Person as they shall for that Purpose appoint a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Accounts shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Money as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Person as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same in his Possession or Power, 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 to such Person as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Person as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by any Person on their Behalf to any Justice of the Peace for the West Riding of the County of *York*, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle any such Accounts, 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, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from 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 Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods and Chattels shall not be found 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 in his Possession or Power, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Gaol or House of Correction, there to remain without Bail or Mainprize until he shall have made out and delivered such Accounts, and have delivered up the Vouchers and Receipts (if any) relating thereto in his Possession or Power, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him

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to

to the said Company, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company, (and which Composition the said Company are hereby empowered to make,) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Proceedings  
to be entered  
in Books.

IX. And be it further enacted, That all Orders and Proceedings of the said Company shall be entered in a Book or Books to be kept for that Purpose by the Clerk or Clerks of the said Company, and such Orders and Proceedings so entered and signed by the Chairman appointed at each respective Meeting shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts and Places whatsoever.

Appointment  
of Committee  
of Manage-  
ment.

X. And be it further enacted, That at the First General Meeting of the said Company to be held next after the passing of this Act, or at any Adjournment thereof, and also at any General Meeting to be held in every subsequent Year, Five or more of the Proprietors of Shares of and in the Capital or Joint Stock of the said Company shall be elected a Committee of Management of the Affairs and Business of the said Company, and shall continue in Office for One Year, or until others shall be chosen in their Stead as herein-after mentioned.

Members of  
Committee  
contracting  
for Work to  
cease to have  
a Voice in the  
Committee.

XI. Provided always, and be it further enacted, That if any Person who shall be elected a Member of the said Committee shall offer to take or succeed in taking, or shall participate in any Manner in any Work to be done for the said Company, or shall cease to be a Proprietor, every such Person shall be disqualified from being a Member of the said Committee, and thereupon another Proprietor shall be elected in his Stead.

Former  
Members of  
Committee  
may be re-  
elected.

XII. Provided also, and be it further enacted, That at every annual Election or Appointment of a Committee any Member of the former Committee shall be re-eligible to the Office again immediately or at any Time afterwards, notwithstanding his Time of Service shall have expired, or notwithstanding his having forfeited the Office by reason of Disqualification in case he shall have again become duly qualified.

Election of  
Committee  
in case of  
Vacancies.

XIII. And be it further enacted, That every Vacancy in the Election of a Committee by Death, Resignation, or Disqualification shall be filled up at a Special General Meeting to be held for that Purpose within Thirty Days next after such Vacancy shall happen, (Seven Days previous Notice in Writing being given by the Clerk or Clerks to the said Company to every Proprietor, to be sent by the Post or otherwise to the Residence or Address of each Proprietor,) and the Person who shall be chosen to fill such Vacancy shall (being duly qualified) continue in Office upon the same Terms and for the same  
Period

Period only as the Person whose Place he shall supply would have continued if his Office had not been vacated before the Time at which, according to the Provisions of this Act, he must have gone out of Office.

XIV. And be it further enacted, That the said Committee shall or may hold their First Meeting within Thirty Days after their being appointed at such Time and Place within the said Town of *Barnsley* as they shall think proper, and shall have full Power and Authority to adjourn such First Meeting, and again to meet and adjourn from Time to Time and from Place to Place within the said Town as they shall think fit; and the said Committee shall at each Meeting appoint one of the Members present to preside as Chairman; and all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee at any of their Meetings shall be decided and determined by a Majority in Number of the Members of the Committee present (the Number present not being less than Three), and each Member of the Committee having but One Vote; and in case of an equal Number of Votes upon any Question, including the Vote of the Chairman, such Chairman shall have the decisive and casting Vote; and if on the Day appointed for any Meeting of the said Committee Three Members of such Committee qualified to vote shall not attend, then and in every such Case the Meeting shall be adjourned until such Time as the Members or Member of such Committee then present, or if none be present as the Clerk or Clerks of the said Company, or such other Person as shall attend in his or their Place, shall appoint; and any Two or more of the said Committee may, at any Time when they shall think fit, call a Meeting of the said Committee by Notice in Writing signed by such Two or more of the said Committee, or by the Clerk or Clerks to the said Company, to be sent by the Post or otherwise to the Residence or Address of every Member of such Committee.

Meetings of  
Committee.

XV. And be it further enacted, That in case any Five or more of the Proprietors of the said Company shall at any Time think proper to remove or displace all or any of the said Committee, or to inquire into and investigate the Conduct, Proceedings, and Accounts of any such Committee, then it shall and may be lawful for them to call a Special Meeting of the said Company to be held at such Hour and Place within the said Town of *Barnsley* as they shall think fit; provided Seven Days Notice of the Time and Place and Purpose of such Special Meeting be given by the Persons calling the same by Notice signed by such Five Proprietors, or by the Clerk or Clerks of the said Company, and sent by Post or otherwise to the Residence of each Proprietor; and at each Special Meeting it shall be lawful for the Proprietors then present or the Majority of them to remove all or any of the Committee, and to elect others in their Stead, and to inquire into and investigate the Conduct, Proceedings, and Accounts of any such Committee, and to require the Clerk or Clerks or any other Officer of the said Company, and also any Member of the Committee for the Time being, to produce the Accounts of such Committee, and a Report of their Proceedings at such Special Meeting, if required by the Notice calling or convening the same;

Five or more  
Proprietors  
may call a  
Special Meet-  
ing; and such  
Meeting may  
remove the  
Committee,  
and elect  
others, and  
investigate  
the Proceed-  
ings and  
Accounts.

the

the Expences of calling and holding such Meetings to be borne and paid by the Persons calling the same, unless a Majority of Proprietors present at such Meeting shall order the same to be paid out of the general Fund of the said Company.

General and Special General Meetings to consist of Five or more Proprietors possessed of at least 50 Shares.

XVI. And be it further enacted, That if at any General or Special General Meeting there shall not be Five or more Proprietors present who shall collectively be possessed of or entitled to Fifty Shares at least in the said Undertaking, no Choice of Committee nor any Removal of a Person from any such Committeeship shall be made, nor shall any Order be made or altered at that Time, but in such Case there shall be another Meeting of the said Company of Proprietors at the same Place at the Expiration of Fourteen Days; and if a sufficient Number of Proprietors shall not then attend the said General Meeting shall stand adjourned to that Day Three Weeks next following, and so from Time to Time so often as the same shall happen, until at some such General or Special General Meeting there shall be a sufficient Number of Proprietors present; and such Choice or Removal of any 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 or were possessed of until a new Committee shall be appointed as aforesaid.

General Meetings to settle Accounts and declare Dividends.

XVII. And be it further enacted, That any General Meeting or Special General Meeting of the said Company shall have full Power to call for and examine and settle the Accounts of the said Company and of the Committee; and that there shall be held in each Year after the passing of this Act Two Half-yearly General Meetings of the said Company, (that is to say,) on the First *Monday* in the Month of *July* and the First *Monday* in the Month of *January*; and that at any one of the said Half-yearly General Meetings or some Adjournment thereof in each Year One or more Dividend or Dividends shall be made out of the Interest, Profits, or Advantages of the said Undertaking, unless such Half-yearly Meeting shall declare otherwise; and such Dividend or Dividends shall be at and after the Rate of so much *per* Share upon every Sum of Money paid to the said Company by the said Subscribers, their Executors, Administrators, Successors, or Assigns, as such Half-yearly Meeting shall think fit to appoint and determine; provided that no Dividend shall be made whereby the Capital of the said Company shall in any degree be reduced or impaired, nor within Twelve Calendar Months next after the passing of this Act, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call for Money in respect thereof until such Call shall have been paid.

Powers of the Committee, and Regulations as to their Proceedings.

XVIII. 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 such Special General Meetings, and to direct, transact, and manage all the Affairs and Business of the said Company,



pany, as well in issuing, receiving, laying out, expending, and disposing of all Sums of Money to be issued or received, laid out, expended, and disposed of, for the Purposes of the said Company and of this Act, as in contracting for and purchasing Materials, Goods, and Chattels for the Use of the said Undertaking, and entering into Agreements or Contracts for supplying with Water the Streets, Highways, Squares, Market-places, Shops, Inns, Manufactories, Warehouses, Calenders, Dyehouses, Breweries, public Buildings and Places, and private Houses, Buildings, and private Places of and in the said Town and Neighbourhood of *Barnsley*, and in nominating, electing, appointing, placing, or displacing any Agent or Servant of the said Company, (not being a Treasurer, Clerk, or Collector to the said Company, who are to be elected and appointed at a General Meeting of the Company as aforesaid,) and with Salaries, Gratuities, or other Recompence, as to the said Committee shall seem proper, and in ordering, directing, and employing the Works and Workmen, and in selling and disposing of all Articles provided as aforesaid, and in making, enforcing, rescinding, compounding, and compromising all Contracts and Bargains touching or in anywise concerning the said Undertaking; and the said Committee may require such Security to be given to the said Company from any Officer (not being a Treasurer, Clerk, or Collector of the said Company,) or other Person, for the faithful Execution of their respective Duties, as they may think proper or reasonable; and every such Committee shall keep regular Accounts and Books, Minutes and Entries of their Proceedings, and from Time to Time make Report thereof to the said General Meetings, and, if required, to the Special General Meetings of the Proprietors of the said Company.

XIX. And be it further enacted, That no Member of the Committee for the Time being shall be personally liable or answerable for the Performance of any Contract or 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 Proprietors of the said Company either at Law or in Equity for the Performance of any such Contract or Agreement, or for any 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.

Committee  
not personally  
liable.

XX. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, to cause the Names and proper Additions of the several Persons and Corporations who shall be then entitled to Shares in the said Undertaking, with the Number of the Shares or the Amount of all the Subscriptions which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk or Clerks to the said Company, and after such

Names of  
Proprietors  
to be entered,  
and Certi-  
ficates of  
their Shares  
delivered to  
them.

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 to which he is 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 Executors, Administrators, Successors, and Assigns, to the Share 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 such Certificate or Instrument may be in the Words or to the Effect following; (that is to say,)

Form of  
Certificate.

‘ *Barnsley Waterworks Company.*

‘ Number  
‘ THESE are to certify, That *A.B.* of \_\_\_\_\_ is Proprietor of  
‘ the Share Number \_\_\_\_\_ in the Capital or Joint  
‘ Stock of the *Barnsley Waterworks*, subject to the Rules, Re-  
‘ gulations, and Orders of the said Company; and that the said *A.B.*,  
‘ his Executors, Administrators [*or Successors*], and Assigns, is and  
‘ are entitled to the Profits and Advantages of such Share. Given  
‘ under the Common Seal of the said Company the  
‘ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_.

The whole of  
the Expences  
to be sub-  
scribed be-  
fore the Work  
is com-  
menced.

XXI. And whereas the probable Expence of making the said Works hereby authorized to be made will amount to the Sum of Six thousand two hundred and thirty Pounds, and more than One Half thereof has been already subscribed by several Persons under a Contract binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively; be it further enacted, That the whole of the said Sum of Six thousand two hundred and thirty Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

Capital not  
to exceed  
7,000*l.* in  
Shares of  
10*l.* each.

XXII. And be it further enacted, That the Capital or Joint Stock of the said Company, to be applied and used in establishing and carrying on the Undertaking and Purposes aforesaid, shall not exceed in the whole the Sum of Seven thousand Pounds Sterling, and the said Sum of Seven thousand Pounds shall be divided into Shares of Ten Pounds Sterling each; and the Shares in the said Undertaking, and in the net Profits and Advantages thereof, shall be deemed Personal Estate, and not of the Nature of Real Property, and as such Personal Estate shall be transmissible accordingly.

Proprietors  
not to be  
responsible  
for more than  
the Amount  
of their ori-  
ginal Sub-  
scription.

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

ship; any thing in this Act contained to the contrary thereof notwithstanding.

XXIV. And be it further enacted, That the several Persons who have subscribed for or agreed to advance, or who shall hereafter subscribe for or agree to advance, any Money for and towards the said Undertaking, and who shall at any Time hereafter have or hold any Share in the Capital or Joint Stock of the said Company, or shall be a Proprietor of the said Undertaking, shall and he is hereby required to pay the Sum of Money subscribed and to be subscribed for, and in such Parts and Proportions as shall from Time to Time be called for by the said Company or their Committee, pursuant to the Powers and Directions of this Act, at such Times and Places, to such Person, and in such Manner as shall be ordered and directed by the said Company or their Committee; and in case any Person or Corporation shall neglect or refuse to pay any such Sum at such Time and in such Manner as shall be ordered or directed by the said Company or their Committee, 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 the appointed Time of Payment, together with full Costs of Suit, from such Person; and in like Cases of Neglect or Refusal where Two or more Persons shall have jointly subscribed for or be jointly possessed of One or more such Share or Shares, then in like Manner to sue for and recover the same, with full Costs of Suit as aforesaid, from all or any of such joint Subscribers or Proprietors.

Enforcing  
Payment of  
Subscrip-  
tions.

XXV. And be it further enacted, That in all Actions to be brought by the said Company against any Proprietor of any Share in the said Undertaking to recover Money due and payable for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Call in arrear shall amount to for so many Calls of such Sums of Money upon the Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of any such Action it shall only be necessary to prove that the Defendant at the Time of making such Call was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice thereof was given as is directed by this Act, without proving the Appointment of the Committee who made such Call, or any other Matter whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid, on such Call; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking as alleged, the Production of the Books of the said Company by this Act directed to be kept, and wherein the Names of the several Corporations, and the Names and Additions of the several Persons from Time to Time entitled to Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, are directed to be entered or registered, shall

Form of Pro-  
ceedings in  
Actions for  
Calls.

shall be *primâ facie* Evidence that such Defendants were Proprietors, and of the Number or Amount of their respective Shares therein.

Subscribers to share in the Stock in proportion to their Subscriptions.

XXVI. And be it further enacted, That every Person or Corporation by or from whom any Subscription shall be or has been made or accepted, or by or for whom any Payment shall be made, pursuant to the Orders of any Meeting to be held for that Purpose, for or towards the raising of the said Capital Sum of Seven thousand Pounds as aforesaid, his Executors, Administrators, Successors, and Assigns, (no such Subscription being less than the Sum of Ten Pounds,) shall have and be entitled to a Share of and in the said Capital or Joint Stock of the said Company in proportion to the Monies which he shall have so contributed towards making up the same, and to a proportionate Share of the Profits and Advantages attending the Capital Stock of the said Company, and shall be admitted to be a Proprietor of and in the same.

Company may make Calls on Subscribers.

XXVII. And be it further enacted, That the said Company shall have full Power at any Time to make such Call upon the several Subscribers to and Proprietors of the said Undertaking, or their respective Executors, Administrators, Successors, or Assigns, for the Amount of the Subscriptions for their respective Shares by Instalments, as the said Company shall deem requisite or necessary for the Purposes of the said Undertaking, not exceeding Five Pounds *per Centum* upon each Share at any One Call; and every Order for a Call shall be signed by Five at least of the Members of the said Company for the Time being present at some Meeting of the said Company; and the Sum of Money so to be called for shall be paid into the Hands of the Treasurer of the said Company for the Time being at such Time and Place as shall be appointed by the said Company, of which Time and Place Twenty-one Days Notice shall be given in such Manner as the said Company shall direct or appoint in that Behalf.

In default of Payment on Calls, Shares to be forfeited and sold.

XXVIII. And be it further enacted, That if any Subscriber, Person, or Corporation, or Proprietor of any Share in the said Undertaking, his Executors, Administrators, Successors, or Assigns, shall neglect or refuse to pay his Part or Portion of the Money to be called for by the said Company as aforesaid by the Time appointed for Payment thereof, or within Twenty-one Days then next after, then and in such Case such Person or Corporation so neglecting or refusing shall (whether or not the same shall then have been sued for in any Court of Law or Equity) absolutely forfeit all his Part, Share, and Interest in the said Undertaking and Capital Stock, and all Profit and Advantage thereof, and all Money theretofore advanced by him on account thereof, to and for the Use and Benefit of the said Company, unless otherwise determined at some General Meeting of the said Company; and all Shares which shall and may be so forfeited shall or may be sold by public Sale for the most Money that can be gotten for the same, and the Produce thereof shall go to and make Part of the Capital or Joint Stock of the Company; but no Advantage shall be taken of such Forfeiture of any Share in the said Undertaking as aforesaid until after Twenty-one Days Notice shall have been given by the Clerk or Clerks of the said Company to the Proprietor

Proprietor thereof by Notice in Writing left at his usual or last Place of Abode, or by Letter sent by the Post; and every such Forfeiture so to be declared shall be an absolute Indemnification and Discharge to and for the Subscriber or Proprietor, or his Executors, Administrators, Successors, or Assigns, so forfeiting, against all Actions, Suits, and Prosecutions for or on account of not paying up such Calls.

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

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.

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

Shares may be sold and transferred.

‘ I of in consideration of  
 ‘ I paid to me by of do hereby bargain,  
 ‘ sell, and transfer to the said Share in “The  
 ‘ *Barnsley Waterworks*,” Number in the said Undertaking,  
 ‘ to hold to the said Executors, Administrators, Suc-  
 ‘ cessors, and Assigns, subject to the same Rules, Orders, and  
 ‘ Restrictions, and on the same Conditions, as I held the same Share  
 ‘ immediately before the Execution hereof; and I the said  
 ‘ do hereby agree to take and accept the said Share, subject to the  
 ‘ said Rules, Orders, Restrictions, and Conditions. As witness my  
 ‘ Hand and Seal this Day of in the Year  
 ‘ of our Lord

Form of Transfer.

And every such Transfer shall be produced to the Clerk or Clerks of the said Company, and shall be registered by him or them in the Books of the said Company, for which the Sum of Two Shillings and Sixpence shall be paid by the Person requiring such Transfer to such Clerk or Clerks; and no more; and the Registry thereof shall specify the Dates, Names of the Parties, and the Number of Shares transferred; and a Copy of such Register, signed by the said Clerk or Clerks, shall be sufficient Evidence of such Transfer, and be received

Transfers to be registered.

and admitted as such; and until such Transfer shall be registered in the Books of the said Company no Purchaser of any Share, his Executors, Administrators, Successors, or Assigns, shall be deemed a Proprietor or have any Part of the Profit of the said Undertaking, or in the Profits or Advantages thereof, nor shall receive any Interest or Dividends for or in respect of such Share so purchased, nor be entitled to vote at any Meeting as a Member of the said Undertaking in respect of such Share, until after such Transfer shall have been registered.

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

XXXI. Provided always, and be it further enacted, That after any Call for Money shall have been made by virtue of this Act no Person or Corporation shall sell or transfer any Share which he shall possess in the said Undertaking after the Day appointed for Payment of the said Call, until the Money called for or in respect of his Share intended to be sold shall be paid, and until such Money so called for shall be paid every such Sale or Transfer of any Share shall be void; and every Person or Corporation making default herein shall be subject and liable to forfeit such his Share in the said Undertaking to and for the general Benefit of the said Company, unless he shall at the Time of such Sale or Transfer pay to the Treasurer of the said Company the full Sum of Money called for upon every Share so to be sold or transferred, such Forfeiture nevertheless to be first notified and declared in manner directed by this Act with respect to the Forfeiture of Shares for not answering the Calls to be made thereon as aforesaid.

For ascertaining the Proprietorship of Shares in certain Cases.

XXXII. And whereas in case any original Holder or Proprietor of any Share in the said Undertaking shall die, become insolvent or bankrupt, go out of the Kingdom, or shall transfer his Right and Interest to some other Person, and no Register shall have been made of the Transfer thereof with the Clerk or Clerks of the said Company, it may not be in the Power of the said Company or any Officer acting for the said Company to know who is the Owner or Proprietor of such Share; be it therefore further enacted, That in all Cases where the Right and Property in any Share in the said Undertaking shall pass from any Subscriber or Proprietor thereof to any other Person by any other legal Means than by a Transfer or Conveyance thereof in the Form and Manner herein-before specified, an Affidavit shall be made and sworn to before a Master Extraordinary of His Majesty's High Court of Chancery, or One of His Majesty's Justices of the Peace for the said West Riding of the County of *York*, stating the Manner in which such Share hath passed to such Person or Corporation, his Executors, Administrators, Successors, or Assigns; and such Affidavit shall be delivered to the Clerk or Clerks of the said Company, to the Intent that he or they may enter and register the Name of every such other Proprietor in the Register Book or List of Subscribers and Proprietors in the said Undertaking, to be kept in the Office of the Clerk or Clerks to the said Company; and for every such Entry the Sum of Two Shillings and Sixpence, and no more, shall be paid to such Clerk or Clerks; and when any Person shall claim any Part or Share in the Joint Stock of the said Company or the Profits thereof under or by virtue of any Will or

Bequest, or in a Course of Administration, the Probate Copy of the Will or Letters of Administration, in case the Proprietor shall have died intestate, respectively issuing out of one of the Ecclesiastical Courts of the Province of *York*, shall be produced and shown to the said Clerk or Clerks, who shall make an Entry of such Will or of so much thereof as shall relate to the Disposition of the Share of the Testator or the Letters of Administration in case the Proprietor shall have died intestate; and the said Clerk or Clerks shall be paid for every such Entry the Sum of Two Shillings and Sixpence, and no more, before any Person shall be entitled to sell and assign such Share or to claim Payment of any Dividend in respect thereof: Provided nevertheless, that no Bequest or Clause in any such Will contained shall bind or affect or be construed to bind or affect the said Company with Notice of any Trust or Disposition of any Share in the Joint Stock of the said Company, or the Gains and Profits thereof; but the Registry of any such Share shall be in the Name of the Executor who shall prove the Will of such Testator, or the Administrator of his Effects, whose Receipt to the said Company for the Gains and Profits thereof, and to any Purchaser for the Amount of the Purchase Money paid upon Sale and Conveyance of such Share, shall be good and effectual, and shall bind the Cestuique Trusts and all other Persons claiming Interest under such Testator or Intestate; any Rule of Law or Equity to the contrary notwithstanding.

XXXIII. Provided always, and be it further enacted, That in case the said Company shall be desirous of raising any Sum of Money which may be necessary for the Purposes authorized by this Act, not exceeding the Sum of Two thousand five hundred Pounds, by Mortgage of the said Undertaking, it shall and may be lawful to and for the said Company, at any Time after One Half of the aforesaid Capital Sum of Seven thousand Pounds shall have been paid up, to borrow and take up at Interest all or any Part of the said Sum of Two thousand five hundred Pounds by Mortgage of the said Undertaking, to be payable out of the Rents and Profits of the said Company, as the said Company shall think proper; and the said Company are hereby fully authorized and empowered under their Common Seal to grant or assign over the said Rents and Profits thereof as a Security for any Sum of Money so to be borrowed, with Interest for the same, as to them shall seem meet.

Power to  
raise Money  
by Mortgage.

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

Form of  
Mortgage.

‘ BY virtue of an Act passed in the Seventh Year of the Reign of  
‘ His Majesty King *William* the Fourth, intituled *An Act* [*here*  
‘ *set forth the Title of this Act*], we, the Company of Proprietors  
‘ of “*The Barnsley Waterworks*,” incorporated under and by virtue  
‘ of the said Act, in consideration of the Sum of

‘ to

‘ to us lent and advanced by *A. B.* of \_\_\_\_\_ do grant  
 ‘ and convey unto the said *A. B.*, his Executors, Administrators,  
 ‘ and Assigns, the said Waterworks and all the Works thereunto  
 ‘ belonging, and all and singular the Sums of Money arising and  
 ‘ payable to us for Water by virtue of the said Act, and all our  
 ‘ Right, Title, and Interest of, in, and to the same, to hold unto the  
 ‘ said *A. B.*, his Executors, Administrators, and Assigns [*or Suc-*  
 ‘ cessors], until the said Sum of \_\_\_\_\_ with Interest for the  
 ‘ same after the Rate of \_\_\_\_\_ *per Centum per Annum*, shall be  
 ‘ fully paid and satisfied. Given under our Common Seal this  
 ‘ \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_.’

Mortgagees  
entitled to  
Security  
without Pre-  
ference.

And every Person and Corporation to whom such Grant or Mortgage shall be made shall be equally entitled to the respective Portions of the Profits and Advantages in the said Undertaking, according to the respective Sums in such Assignment mentioned to be advanced, to secure the Repayment of such respective Sums, with the Interest, without any Preference by reason of Priority of any Grant or Mortgage, or any other Account whatsoever.

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

XXXV. And be it further enacted, That a Transcript or Copy of every such Grant or Mortgage, or an Entry or Memorial thereof, containing the Dates, Names of the Parties, and Sums of Money paid, shall be made or entered in a Book to be kept for that Purpose by the Clerk or Clerks to the said Company, which Book shall be perused at all seasonable Times by any of the Proprietors of the said Undertaking, without Fee or Reward.

Mortgages  
transferable  
by Deed or  
Indorsement.

XXXVI. And be it further enacted, That every Person and Corporation to whom any such Grant or Mortgage shall be made as aforesaid may from Time to Time assign and transfer the same to any Person or Corporation, and *toties quoties*, and the Assignment and Transfer shall and may be made by Deed or Indorsement duly stamped, in which the Consideration shall be truly stated in the Words or to the Effect following, and be signed and sealed (or sealed, as the Case may be,) in the Presence of One credible Witness, who shall subscribe his Name and Place of Abode thereto; (that is to say,)

Form of  
Transfer.

‘ **I** *A. B.*, in consideration of the Sum of \_\_\_\_\_ paid by *E. F.*  
 ‘ of \_\_\_\_\_ do hereby assign and transfer the within  
 ‘ Security, and all my Right, Title, and Interest in and to the same,  
 ‘ and all Benefit and Advantage to arise therefrom, unto the said  
 ‘ *E. F.*, \_\_\_\_\_ Successors or Executors, Administrators or Assigns.  
 ‘ Witness my Hand and Seal [*or our Common Seal*] this  
 ‘ \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_.’

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

XXXVII. And be it further enacted, That every Transfer shall, within Thirty Days next after the Date thereof, be produced and left with the Clerk or Clerks to the said Company, who shall within Ten Days then next following cause an Entry or Memorial to be made thereof in like Manner as of the original Grants or Mortgages; and after such Entry made, but not till then, every Person or Corporation to whom such Assignment or Transfer shall be made, his  
 Successors,



Successors, Executors, Administrators, and Assigns, shall be entitled to the Benefit of such Grant or Mortgage, and the future Payments thereon, and to all Benefit and Advantage arising therefrom; and for the Entry of every such original Grant or Mortgage, and of every such Assignment and Transfer, the said Clerk or Clerks shall be paid by the Party to whom such Grant, Mortgage, or Transfer shall be made the Sum of Two Shillings and Sixpence, and no more.

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

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

XXXIX. And whereas a Map or Plan describing the Situations of the Three intended Reservoirs, and the Lines of the intended Cuts, Conduits, or Aqueducts, and the Lands through which the same are intended to be made and carried, and a Book of Reference containing a List of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace for the said West Riding of the County of York; be it therefore further enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace for the Time being, or his Deputy; and all Persons shall at any reasonable Times have Liberty to inspect and peruse the same, and have a Copy thereof, or such Part thereof as such Person shall require, such Copy to be made by the said Clerk of the Peace or his Deputy, on 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 the said Map or Plan and Book of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, certified by the Clerk of the Peace for the Time being or his Deputy, shall be and are hereby declared to be good Evidence, and shall be admitted as such by all Judges, Justices, and others in all Courts of Law or elsewhere.

Map or Plan and Book of Reference deposited with the Clerk of the Peace to be Evidence.

XL. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to make, construct, complete, and maintain a Reservoir or Reservoirs in or upon the Lands delineated on the aforesaid Map or Plan, and numbered 18 and 18 a, and also a Reservoir or Reservoirs in or upon the Lands delineated on the said Map or Plan, and numbered 64 and 65, and to make, erect, construct, and maintain any Cuts, Drains, [Local.] 32 Y Tunnels, Power to make Water-works and take Water, &c.

Tunnels, Conduits, Feeders, Aqueducts, Waterworks, Water-wheels, Engines, Engine-houses, Buildings, Roads, Ways, Fences, Banks, Works, and Conveniences, and from Time to Time to regulate and conduct, enlarge, alter, vary, amend, and use the same, or discontinue the same, and make and maintain other Works and Conveniences, as the said Company shall think fit and proper, in, upon, or through the Lands mentioned and delineated in the Map or Plan and Book of Reference herein-before mentioned, and for such Purposes to take and use the Lands delineated or described in the said Map or Plan and Book of Reference, and also to take and use for the Purposes of this Act Water from the said River or Stream called the *Dearne*, in the said Parish of *Silkstone*, and to divert, turn, raise, and conduct the Waters of or from such River or Stream by means of such Cuts, Drains, Tunnels, Conduits, Feeders, and Aqueducts, or otherwise, into any such Reservoir or Reservoirs made for the Purpose of receiving the same as aforesaid, or otherwise for supplying the Inhabitants for the Time being of the said Town and Neighbourhood of *Barnsley* with Water, and also to make, erect, build, construct, and maintain any Embankments, Walls, and other Works necessary for completing and rendering effective and maintaining such Reservoirs, Aqueducts, and Works as aforesaid, or any of them, ~~and also to make, construct, erect, and maintain any Cuts, Drains, Tunnels, Conduits, Feeders, and Aqueducts,~~ and such other Works as aforesaid, in, upon, or through any other Lands within the Limits of this Act, with the Consent of the Owners or Proprietors of any such Lands not included in the said Map or Plan and Book of Reference, in order to raise, collect, and provide a sufficient Supply of Water for the Purposes of this Act; and it shall also be lawful for the said Company from Time to Time, in order to supply the Inhabitants of the said Town and Neighbourhood with Water from the said Reservoirs, to lay, put down, and place, and from Time to Time to remove and take away or to replace, any Main Pipes in or through any of the Lands aforesaid, and also in or through all or any of the Highways, Roads, Streets, Lanes, and other public Passages or Places within the Limits of this Act, and which said Pipes shall be laid at the Depth of at least Twenty-one Inches, except in passing over Bridges or Arches; and for executing the Purposes aforesaid, and also afterwards for inspecting, repairing, and maintaining the Works aforesaid, it shall be lawful for the said Company, and their Committee, Agents, Servants, Workmen, and Assistants, from Time to Time to enter and pass into and upon the Lands aforesaid, and to make and stake out such Part thereof as shall or may be necessary to be taken and used, or to be dug, opened, and broken up, for executing any of the Purposes of this Act, without being deemed a Trespasser, and also to take and use such Part of such Lands as shall be wanted for effecting the Purposes of this Act, and to dig, break up, and open the Soil thereof, and to bore, cut, dig, trench, and sough the same Lands, and to get, remove, place, lay, take, and carry away and use any Earth, Soil, Clay, Stones, Gravel, Sand, Rubbish, Trees, Roots of Trees, and other Matters and Things which may be dug and gotten or met with in the Execution and Prosecution of any of the Works aforesaid, or which may obstruct or prevent the making, maintaining, or using the same Works or any of them,

or afterwards in inspecting, repairing, or maintaining the same, and also from Time to Time to break up, open, remove, or relay the Soil or Pavement in any present or future Highway, Road, Street, Lane, and other public Passage or Place within the Limits of this Act, or any Sewers or Drains therein, for the Purpose of laying, putting down, placing, or removing any Main Pipe or Branch Pipe, or any Service Pipe, or for executing any of the Works by this Act authorized to be made, constructed, erected, done, or executed, or for inspecting, repairing, and maintaining the same after the same shall be laid, put down, placed, replaced, made, done, or executed, and from Time to Time to repair, cleanse, alter, take up, relay, reconstruct, renew, remove, or replace any of the Works, Matters, or Things as aforesaid, as Occasion shall require, and also from Time to Time to make, construct, and erect, lay, place, affix, and provide, and to inspect, repair, or maintain, or alter or remove, and renew or replace, any Service Pipes and other Pipes, Pumps, Cisterns, Ponds, Basins, Sluices, Branches, Valves, Plugs, Boxes, Cocks, Stopcocks, Chamber-cocks, Fire-cocks, Fire Plugs, Machines, Apparatus, Devices, Matters, and Things which shall be expedient or necessary for distributing and conveying such Water to the respective Houses, Factories, Manufactories, Bleach Grounds, Warehouses, Workshops, Offices, and other the Buildings and Premises within the Limits of this Act, and also from Time to Time, as Occasion may require, to make, construct, and do all other Acts, Matters, and Things which shall be necessary, convenient, or proper for making, constructing, completing, amending, examining, repairing, improving, continuing, and maintaining, and for using the several Works and Things authorized by this Act to be made, done, and provided for conveying and furnishing a sufficient Supply of Water for the Use of the Inhabitants for the Time being of the said Town and Neighbourhood of *Barnsley*, and for the Purposes and according to the true Intent and Meaning of this Act, they the said Company, or their Committee, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making Satisfaction in the Manner herein-after mentioned to all Persons interested in any Lands which shall be taken, removed, used, or injured for any Damage which shall be by them sustained in or about the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company, and their Committee, Agents, Servants, Workmen, and Assistants, and all other Persons whomsoever, for what they or any of them shall do by virtue of this Act, subject nevertheless to such Provisions or Restrictions as are herein-after contained: Provided always, that nothing in this Act contained shall authorize the said Company or any other Person to take or divert any Waters rising in or flowing from certain Wells or Springs called the *Bevor Hole Well*, the *Oak Wells*, the *Warren Wells*, the *Crow Well*, the *Shaw Well*, the *Honey Well*, *Saint Mary's Well*, and the *Cockram Well*, in the Neighbourhood of *Barnsley* in the said Parish of *Silkstone*; and that if the said Company shall at any Time from Time to Time, by themselves or their Servants, take or divert any of the Waters rising in or flowing from the said last-mentioned Wells or any of them, the said Company shall forfeit and pay any Sum not exceeding Twenty Pounds, such Sum to be recovered on the Application

cation of any Inhabitant of the said Township of *Barnsley*, to any Two Justices of the Peace, who shall, upon Proof of the Offence before them, be empowered to make an Order upon the Treasurer of the said Company to pay the same, together with such Costs as to them shall seem reasonable, to the Overseers of the Poor, and for the Use of the Poor of the said Township; and if the said Company shall at any Time refuse or neglect to pay any Sum so ordered to be paid for the Space of Five Days, the same shall be recoverable in like Manner as other Penalties imposed by this Act.

Deviation from the Situation or Line in the Map not to exceed 100 Yards.

XLI. And be it further enacted, That it shall not be lawful for the said Company, in making the said Reservoirs, Cuts, Conduits, or Aqueducts, to deviate more than One hundred Yards from the Situation or Line delineated or described in the said Map or Plan, nor to take and use any other Lands for making the said Reservoirs, Cuts, Conduits, or Aqueducts, or other Works by this Act authorized to be constructed or made, than such as are described in the said Map or Plan or Book of Reference, without the Consent and Approbation in Writing of the Person in or upon whose Lands such Deviation or Works shall be made.

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

XLII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company to make the said Reservoirs, Cuts, Conduits, or Aqueducts and Works in, upon, through, across, or over the several Lands of any Person who is or may be Owner or Occupier of Lands described in the said Map or Plan, although the Name of such Person may happen to be omitted or mis-stated in the said Book of Reference, and although there may be any other Error or Omission in the said Map or Plan, in case it shall appear to any Two Justices of the Peace for the said West Riding, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Houses, Gardens, &c. not to be injured or taken without Consent of Owners, except those in Schedule.

XLIII. Provided also, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person acting by or under their Authority, to enter, take, use, injure, or damage, in the Exercise of any of the Powers herein contained, any House or other Buildings erected or built before the passing of this Act, or any Land which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, Avenue to a House, or any inclosed Ground planted and then set apart as a Nursery for Trees, without the Consent of the Owner thereof for the Time being first had and obtained in Writing for that Purpose, except such as are mentioned or described in the Schedule to this Act annexed.

The Power to take the Land specified in the Schedule limited to Three Years.

XLIV. Provided also, and be it further enacted, That it shall not be lawful for the said Company, after the Expiration of Three Years from the Day of the passing of this Act, to take and use any Lands mentioned in the Schedule to this Act annexed which shall not have been taken and used or purchased under the Powers and Authorities of this Act within the said Period of Three Years, except with the Consent in Writing of the Owners or Proprietors thereof; any thing herein contained to the contrary notwithstanding.

XLV. And

XLV. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered and required, to make, erect, build, and maintain a permanent Side Sill or Weir of Stone at or upon the Land or Ground on the Banks of the said River *Dearne* adjoining the Reservoirs intended to be made by virtue of this Act; and such Side Sill or Weir shall be so securely made and kept in repair that no Water other than such Water as shall pass or flow over such Side Sill or Weir may escape from the said River into any Cut, Conduit, or Reservoir to be made by the said Company by reason of any Deficiency, Defect, Leakage, or Insecurity of the same; and the Top of such permanent Side Sill or Weir shall and is hereby required to be fixed and maintained at such a Height that whenever there shall be less than a full Stream of Three Inches in Depth of Water passing over the whole Width of the Old Mill Weirs at or near *Barnsley* aforesaid no Water can run over the said permanent Side Sill or Weir; and after such permanent Side Sill or Weir shall be completed of such Height as aforesaid it shall be lawful for the said Company, and they are hereby authorized and empowered, to take and use for the Purposes of this Act all such Water as shall at any Time flow over such permanent Side Sill or Weir: Provided always, that previous to the Execution of any Works by this Act authorized to be made a true and correct Map or Plan of the present Weirs across the River *Dearne* at the Old Mill aforesaid, and of the River between such Weirs and the Place where such Side Sill or Weir is intended to be placed, and longitudinal and cross Sections of the said Weirs and River Channel, showing the Heights and Depths of the same above and below the Level of the Datum or Bench Mark herein-after mentioned, and the Rise and Slope of the Surface Water of the said River between such Places and the respective Heights of the Old Mill Weirs and the said intended Side Sill or Weir, shall be made by the Engineers for the Time being of the Company of Proprietors of the Navigation of the River *Dun* and of the said Company hereby incorporated, or by an Umpire to be chosen by them previously to taking such Dimensions: Provided, that if within Fourteen Days Notice of the Time of taking such Dimensions given by either of the said Engineers to the other of them, and either of the said Engineers shall neglect or refuse to proceed in making the said Maps and Sections, the other Engineer or the said Umpire shall proceed alone to make the said Map and Sections, which Map or Plan and Section shall be signed as approved by such Engineers, Engineer, or Umpire, as the Case may be, and deposited at the Office of the Clerk of the Peace for the West Riding of *Yorkshire*, there to be preserved and open to Inspection on Payment of One Shilling; which Datum or Bench Mark shall be the Top of an Iron Post Twelve Feet long, sunk into the Ground so as to stand exactly Four Feet above the Crown or Top Sill of the Old Mill Weir, to be provided and fixed at the Costs of the said Company hereby incorporated, and lettered to express the Intention thereof; and in case the Top of the said present Weir called the Old Mill Weir shall at any Time be raised or lowered, then and in such Case the said intended Side Sill or Weir shall and is hereby required immediately thereupon to be raised or lowered in like and the same Proportion, and so that no Water shall run over the said Side Sill or Weir into the said Reservoirs until

To regulate the Quantity of surplus Water to be taken from the *Dearne*.

there shall be a full Stream of Three Inches in Depth of Water passing over the said Old Mill Weirs as aforesaid: Provided always, that if at any Time the said Weirs at the Old Mill shall fall into Decay, or be wholly taken up or destroyed, so as to reduce the natural Flow of the River to a Level of more than Twenty-four Inches below the said intended Side Sill or Weir, then it shall be lawful for the said Company to erect a Weir across the said River at a Point below their said intended Side Sill or Weir, which said new Weir is hereby required to be built so as to have the Effect of the said Old Mill Weirs, and over which a full Fall of Three Inches of Water shall pass before any Water shall pass over the said intended Side Sill or Weir: Provided always, that the said Company shall not, by virtue of any thing in this Act contained, be entitled to any more Water from or out of the said River *Dearne*, or any Stream or Streams connected therewith, than is necessary for the Purpose of supplying the Inhabitants of the Town and Neighbourhood of *Barnsley* according to the Provisions of this Act.

Power to  
build and  
maintain a  
Tunnel un-  
der the  
Barnsley  
Canal.

XLVI. Provided always, and be it further enacted, That the said Company to be hereby incorporated shall and they are hereby required, at their own Costs and Charges, to erect and build a good, firm, and sufficient Tunnel or Culvert for the Purpose of conducting the Water from their intended Reservoir under the *Barnsley* Canal; which Tunnel or Culvert shall be constructed and built with good sound Ashler Stone, and shall be of a circular Form, and not less than Three Feet in Diameter inside Measure, and shall be built so that the Top of the Masonry shall be at least Six Feet in Depth below the Bottom of the said Canal, and the same shall be made and completed with all practicable Expedition; and the said Waterworks Company shall at all Times hereafter, at their own Costs and Charges, maintain and keep the said Tunnel or Culvert, or any future Tunnel or Culvert to be made or erected in lieu thereof, (and which it is hereby enacted shall be of the like Form, Dimensions, and Capacity, and under such Provisions and Restrictions as are before mentioned,) in good, perfect, and complete Repair; and in case it shall appear at any Time to the said *Barnsley* Canal Company or their Agent that the said Tunnel or Culvert or any Part thereof is in want of Repair, and on Notice thereof being given to the said Waterworks Company the said Waterworks Company shall not immediately after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, the said *Barnsley* Canal Company or their Agent as aforesaid may, in case they shall see fit, from Time to Time repair or rebuild the said Tunnel or Culvert, or any Part thereof as aforesaid, by and at the Expence of the said Waterworks Company: Provided nevertheless, that in case any Damage or Obstruction shall be caused, done, or arise from the said Tunnel or Culvert or any Part thereof, or from the Mode in which any Part thereof shall at any Time be executed, repaired, or rebuilt, or by the Want of Repair thereof, to or upon the said Canal or Towing Path or either of them, or other Works thereto belonging, or in case any other Obstruction or Injury be occasioned by or in consequence of the said Tunnel or Culvert or Works connected therewith, they the said *Barnsley* Canal Company,

or their Agent, shall and may immediately and forthwith repair such Damage or remove such Obstruction by and at the Expence of the said Waterworks Company, and it shall be lawful for the said *Barnsley Canal Company* to recover any of the Expences aforesaid from the said Waterworks Company in manner herein-after mentioned; and the said Waterworks Company shall also in like Manner pay to the said *Barnsley Canal Company*, over and above the Costs, Charges, Expences, and Damages above mentioned, as well the full Compensation for the Loss of Tolls, Dues, and Profits which the said Canal Company shall or may sustain by the Interruption of the free Passage of the said Canal during the Time of making or completing the said Tunnel or Culvert above mentioned, or in or about the Repair thereof, or in or about the Repair or rebuilding of any other Tunnel or Culvert to be rebuilt in the Place of the one to be first built as aforesaid, as also for the Loss of Water which the said Canal Company shall or may sustain by drawing off the same during the Time or Times of building or repairing any such Tunnel or Culvert; such Compensation for the Loss of Tolls, Dues, and Profits to be ascertained and computed for the Period of any Interruption of the free Passage of the said Canal after the Rate of Three Pounds for every Hour between the Hours of opening and locking up the said Canal during which any such Interruption shall continue (Three Days nevertheless being hereby allowed to the said *Barnsley Waterworks Company* to construct the said Culvert in the first instance, without any Charge whatsoever); and such Compensation for the Loss of Water as aforesaid shall be ascertained and computed by the average Cost of pumping the same Quantity into the Reservoir at *Cold Hiendley*; and in case of Refusal or Neglect to pay all or any Part of such Costs, Charges, and Damages as aforesaid, or of such Compensation as aforesaid, within Twenty-one Days after Demand thereof, any Two or more of His Majesty's Justices of the Peace for the West Riding of the County of *York* shall and they are hereby authorized and required, on Application by the said Company of Proprietors of the *Barnsley Canal Company* or their Agent, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Costs, Charges, Damages, Expences, and Compensations to be levied by Distress and Sale of the Goods and Chattels of the said Waterworks Company.

XLVII. And be it further enacted, That it shall and may be lawful to and for the said Company, and they are hereby authorized and empowered, from Time to Time as Occasion may require, at their own Expence, to make, construct, and use, in the Bleach Grounds belonging to *Joseph Beckett Esquire* in *Barnsley*, commonly called "*Beckett's Croft*," in the Bleach Grounds belonging to *John Spencer Stanhope Esquire* in *Barugh*, commonly called "*Redbrook Croft*," and in the Bleach Grounds belonging to *Thomas Wentworth Beaumont Esquire* in *Darton*, commonly called "*Swithin Croft*," or in any of the Lands of the said *Joseph Beckett*, *John Spencer Stanhope*, and *Thomas Wentworth Beaumont* respectively which lie between their said several Bleach Grounds and the River *Dearne*, (the Waters from which said several Bleach Grounds now flow into that River,) all such Ponds, Pits, Cesspools, or Conduits as the said

Ponds may be made in certain Bleach Grounds for filtering Water.

Company

Company shall deem necessary for the Purposes of filtering such Waters, or of evaporating or depositing the impure Matters therein before the same shall fall into the said River, or for preventing the same falling into the said River; and in case there shall be any Dispute concerning such Ponds, Pits, Cesspools, or Conduits, or the Situation or Extent thereof, or the Amount of Compensation to be paid for any Damage occasioned to the Lands wherein such Ponds, Pits, Cesspools, or Conduits shall be made, or for any Injury which shall be sustained by the Owner or Tenant of such Lands, or by the making, constructing, or using the same, every such Dispute shall be referred to and determined by an Engineer to be mutually agreed upon by the Parties, or in case of Disagreement by an Engineer to be appointed under the Hands and Seals of Two or more Justices of the Peace for the West Riding of the County of *York* in Petty Sessions assembled.

Power to  
contract for  
Lands, &c.;  
and Persons  
enabled to  
sell.

XLVIII. 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, and they are hereby respectively empowered, to treat, contract, and agree for the Purchase of any Lands for the Purposes of this Act, and to accept and take a Conveyance thereof; and that it shall and may be lawful to and for all Corporations, and to and for all Tenants for Life, and Tenants in Fee Tail, General or Special, or for Years determinable on any Life or Lives, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and to and for all Husbands, Guardians, Trustees, and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and for every other Person whomsoever who is or shall be seised, possessed of, or interested in any Lands which shall be thought necessary by the said Company to be purchased or taken for the Purposes of this Act, to contract for the Sale of, and to sell and convey the same, and every or any Part thereof, and all Right and Interest therein, to the said Company; and all Bargains, Sales, and Conveyances which shall be so made shall, without any other Conveyances or Assurances in the Law whatsoever, without Inrolment, be good, valid, and effectual, to all Intents and Purposes, not only to convey the Estate and Interest of the Person so conveying, but also to convey all Right, Estate, Interest, Use, Property, Claim, and Demand whatsoever of their said several Cestuique Trusts, and all Persons whomsoever claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion expectant on any such particular Estate; and the same shall be deemed and considered to bar the Dower of such Person claiming under them as effectually as if the same were done by the proper Parties in due Form of Law, any Law, Statute, or Usage, or other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company; which said Conveyances





Owners of  
Mines to give  
Notice to the  
Company of  
their Inten-  
tion to work  
them, and  
the Company  
to have  
Liberty to  
purchase.

LI. Provided always, and be it further enacted, Then when and so often as the Proprietor, Lessee, or Tenant of any Mines of Coal, Ironstone, or other Minerals lying under the said Reservoirs, Main Pipes, or other Works, or any of them, or any Part thereof, or within the Distance of Fifty Yards from such Reservoirs, Main Pipes, or any of them, or any Part thereof, shall be desirous of working the same in conjunction or connexion with any other Mines or Minerals adjoining thereto, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention Twenty-one Days at least before he shall begin to work such Mines; and upon Receipt of such Notice it shall be lawful for the said Company to inspect or cause to be inspected such Mines, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase and to purchase any such Mines or Minerals, or any Part thereof, the getting or working of which may appear to the said Company likely to prejudice or damage the said Reservoirs, Pipes, or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-after directed with respect to the Lands which shall or may be taken for the Purposes of this Act; provided that in case the said Company do not before the Expiration of Twenty-one Days declare their Desire to purchase the said Mines, and do not treat with such Proprietor, Lessee, or Tenant for the same, or in case, without any Default of such Proprietor, Lessee, or Tenant, the Purchase Money for the same shall not be paid within Three Calendar Months after the giving of such Notice, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Reservoirs, Pipes, and Works, or any of them, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done or be caused by the working of the said Mines in an unusual Manner; provided also, that in case at any Time or Times after such Notice, Refusal to treat, or Nonpayment of Purchase Money within the Times respectively above specified, any Damage by Leakage of any of the Pipes or Works of the said Company, or otherwise by any Overflow of Water therefrom, be done to the said Mines, or the Water Gates, Air Gates, Pits, or other Workings thereof, then that the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of the said Mines all such Damages, Costs, Charges, Losses, and Expences as shall fall upon or be sustained by such Proprietor, Lessee, or Tenant by means of such Leakage or Overflow; and if any Dispute or Question shall arise between the said Company, and such Proprietor, Lessee, or Tenant as aforesaid, touching the Amount of such Damages, Costs, Charges, Losses, and Expences, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid by an Umpire so skilful as aforesaid to be appointed by them before they proceed

proceed to such Reference, whose Decision shall be final and conclusive.

LII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Minerals under the said Reservoirs, Pipes, or other Works, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Minerals to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Communications through the Minerals, Measures, or Strata so purchased by the said Company, as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, get, and carry away the Minerals on each Side of the Minerals so purchased as aforesaid: Provided always, that no Airway, Headway, Gateway, Water Level, or other Work shall be of greater Dimensions or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Minerals, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, Water Level, or other Communication, such Rate or Price as the same shall be worth at the Time of purchasing the same: Provided also, that no Airway, Headway, Gateway, Water Level, or other Communication shall be so cut or made as in any way to injure the said Reservoirs, Pipes, or other Works.

If Company purchase the Mines, Owners may make Communications.

LIII. Provided always, and be it further enacted, That the said Company shall from Time to Time pay or cause to be paid to the Proprietor, Lessee, or Tenant of any Mines of Coal, Ironstone, and other Minerals all such Costs, Charges, Losses, and extraordinary Expences as shall fall upon such Proprietor, Lessee, or Tenant by reason of the same being worked in such Manner and under the Restrictions as not to prejudice or injure the said Reservoirs, Main Pipes, Aqueducts, or any of the Works of the said Company, and for any Minerals not purchased by the said Company which cannot be obtained by reason of making and maintaining the said Reservoirs, Pipes, Aqueducts, or other Works; and if any Dispute or Question shall arise between the said Company, and such Proprietor, Lessee, or Tenant as aforesaid, touching the Amount of such Costs, Charges, Losses, and extraordinary Expences, the same shall be settled and determined by Two indifferent Persons skilful in the working of Mines and Minerals, the one to be chosen by the said Company, and the other by such Proprietor, Lessee, or Tenant, and in case of Disagreement of such Referees so chosen as aforesaid by an Umpire skilful as aforesaid, to be appointed by them before they proceed in such Reference, whose Decision shall be final and conclusive.

Company to make Compensation for Expences in restricted working of Mines, &c.

LIV. And for better ascertaining whether any such Mines or Minerals are being worked or got or about to be worked or gotten so as to prejudice or damage the said Reservoirs, Pipes, and other Works, or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents or Workmen, from

For discovering whether Mines are improperly worked under the Waterworks.

Time

Time to Time and at all Times hereafter to enter upon any Lands upon, over, through, or near which the said Reservoirs, Pipes, or other Works shall be made, constructed, or pass, wherein any such Mines or Minerals shall be found or shall be working or be supposed to be working, and likewise to enter into and return from any Coal Pits, Works, or other Mines, and for that Purpose to make use of any Gins, Ropes, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, dig, measure, latch, and use all other Means for ascertaining the Manner of working thereof; and in case it shall appear that any such Mines or Minerals have been worked or got contrary to the Directions of this Act it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines to adopt and construct Means and Supports for sustaining, securing, and making safe the said Reservoirs, Pipes, or other Works, and preventing any Injury which may arise in consequence of such Mines or Minerals having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Reservoirs, Pipes, and other Works, and use due Diligence in effecting the same, to the Satisfaction of the said Company or their Engineer, then and in every such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, or Tenants of such Mines or Minerals, to enter into and upon such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Reservoirs, Pipes, and other Works; and such Expences, Costs, Charges, and Compensation for all Damages occasioned to the said Company by such improper working of the said Mines shall be recovered by the said Company from such Proprietor, Lessee, or Tenant by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Compensation to be made for Land and Damages.

LV. Provided always, and be it further enacted, That every Corporation and Tenant for Life or in Fee Tail, General or Special, or for Years determinable on any Life, whether in Possession, Reversion, Remainder, Expectancy, or otherwise, and all Feoffees in Trust, Executors, Administrators, Femes Covert, Husbands, Guardians, Committees, Trustees, and every other Person who is seised, possessed of, or interested in any Lands upon or through which the said Reservoirs, Aqueducts, and other Works are intended to be built, made, and constructed, or of or in any Lands upon or through which the Overflow or other Water thereof may run, overflow, or pass, or which shall suffer or sustain any Injury or Damage from building, making, constructing, maintaining, supporting, or continuing such Reservoirs or other Works, or from or by the Overflow or other Water thereof, or by or in consequence of the Execution of any of the Powers hereby granted, may accept and receive Compensation or Satisfaction for the Value of such Lands, and for the Damages to be sustained by or in consequence of the making, completing, or continuing the said Works herein directed and authorized to be made, or any of them, as shall be agreed upon by and between the said Parties

Parties interested respectively or any of them and the said Company or their Committee; and in case any Person or Parties interested in any Lands described in the said Map or Plan and Book of Reference, and the said Company or their Committee, cannot agree as to the Amount or Value of such Compensation or Satisfaction, the same shall be settled and ascertained as is herein-after directed.

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

If Parties are dissatisfied, a Jury may be impanelled to decide the Price of Land and Compensation for Damages.

[*Local.*]

33 B

such

such Sheriff to impanel, summon, and return a Jury, and the said Sheriff is hereby required accordingly to impanel, summon, and return a Jury of Twenty-four honest, sufficient, and indifferent Men, qualified according to the Laws of this Realm to be returned for the Trials of Issues in His Majesty's Courts of Record at *Westminster*, to appear before the said Sheriff at such Time and Place as in such Warrant shall be appointed; and the said Sheriff is hereby required, out of the Persons so impanelled, summoned, and returned, or out of such of them as shall appear upon such Summons, to swear or cause to be sworn Twelve Men, who shall be the Jury for the Purposes aforesaid; and in default of a sufficient Number of Jurymen the said Sheriff shall return other honest, sufficient, and indifferent Men of the Standers-by, or that can be speedily procured to attend that Service (being qualified as last aforesaid), to make up the said Jury to the Number of Twelve; and it shall and may be lawful to and for all Persons concerned to have their lawful Challenges against any of the said Jurymen when they come to be sworn, but shall not challenge the Array; and the said Sheriff is hereby empowered and required, by a Summons or Notice to be signed by such Sheriff either previous to or at the Time of any such Meeting, to call before him every Person who shall be thought necessary and proper to be examined as a Witness upon Oath touching and concerning the Premises; and the said Sheriff may order and authorize the said Jury, or any Three or more of them, to view the Place or Matter in question, if there be Occasion, and to use all other lawful Ways and Means, as well for his own as for the Jury's better Information in the Premises, as the said Sheriff shall think fit; which Jury upon their Oaths (which Oaths, as well as the Oath to such Person as shall be called upon to give Evidence, the said Sheriff is hereby empowered and required to administer,) shall inquire of, assess, and ascertain the Sum of Money to be paid for the Purchase of such Lands, and what Recompence and Satisfaction shall be made to any such Corporation or Person for or in respect of any Damage or Injury sustained or to be from Time to Time sustained on account of the Execution of this Act; and after the said Jury shall have inquired of, ascertained, and settled such Price and Recompence and Satisfaction the said Sheriff shall thereupon order the Sum of Money so assessed by the said Jury to be paid by the said Company, or by the said Committee on their Behalf, to the said Owners or Occupiers of or other Person interested in the said Lands, according to such Verdict or Inquisition of the said Jury, and shall give Judgment for such Purchase Monies and Recompence or Satisfaction, to be assessed by such Jury; which said Verdict or Inquisition, Order and Judgment thereon pronounced as aforesaid, shall be signed by the said Sheriff, and shall be final, binding, and conclusive to all Intents and Purposes against all Parties and Persons whomsoever claiming any Estate in Fee Simple or Fee Tail, for Life or Lives, in Possession, Reversion, Remainder, Expectancy, or otherwise, their Heirs, Executors, and Administrators, Infants, Issue unborn, Femes Covert, Persons beyond the Seas and under any other Disability whatsoever, or Corporations, as well as the said Company and all other Persons whomsoever, and shall not be removed by Certiorari or any other Process into any of His Majesty's Courts of Record at *Westminster*, or any other Court, any Law or

Statute to the contrary thereof notwithstanding: Provided always, that in every such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to.

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

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

LVIII. And be it further enacted, That in case the Amount or Value of any Compensation or Satisfaction to be made for any of the Lands aforesaid, or for any Compensation for any Damages from Time to Time claimed or to be claimed, shall be alleged not to exceed the Sum of Twenty Pounds, then such Value, Compensation, or Satisfaction shall or may be ascertained and settled by any Two Justices of the Peace acting for the said West Riding, and shall and may be levied and recovered by Warrant under the Hands and Seals of any such Justices, together with such reasonable Costs and Charges, as shall be awarded and allowed by such Justices, by Distress and Sale of the Goods and Chattels of the said Company, unless the Treasurer of the said Company shall pay and discharge the same within Twenty-one Days next after the Day the same shall be ascertained and settled by such Justices as aforesaid, which he is hereby authorized and empowered to do out of any Monies received or to be received by him as such Treasurer as aforesaid.

If Value of Land or Compensation for Damages does not exceed 20*l.*, the same to be ascertained and settled by Two Justices.

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

Verdict of Juries to be recorded by the Clerk of the Peace.

LX. And be it further enacted, That if any Person so impanelled, summoned, and returned as aforesaid upon such Jury shall not appear without some reasonable Excuse, or appearing shall refuse to be sworn on the said Jury, or being so sworn shall refuse to give or shall not give his Verdict, or shall in any other Manner wilfully neglect

Penalty on Jurymen and Witnesses for not attending.

neglect his Duty therein, contrary to the true Intent and Meaning of this Act, he shall be liable and subject to the same Regulations and to the same Pains and Penalties for such Default as if he had been impannelled, summoned, and returned for the Trial of any Issue joined in any of His Majesty's Courts at *Westminster*; and if any Person summoned and required to give Evidence before the said Jury touching the Premises shall neglect or refuse to appear after having been paid or tendered a reasonable Sum for his Costs, Charges, and Expences, or shall not allege a sufficient Excuse to the said Sheriff for not appearing, or appearing shall refuse to be sworn and examined or to give Evidence, then and in every such Case every such Person so offending, upon Proof thereof made before One of His Majesty's Justices of the Peace for the Riding, County, Borough, or Place in which the Matter or Question shall arise, upon the Oath of any credible Witness, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, according to the Discretion of the said Justice; and in case any such Penalty shall not be forthwith paid it shall and may be levied by virtue of any Warrant under the Hand and Seal of the said Justice by Distress and Sale of the Goods and Chattels of the Person so offending, returning the Overplus (if any), after such Penalty and the Charges of such Distress and Sale shall be deducted, to the Person whose Goods and Chattels shall have been so distrained; and every such Penalty which shall be paid by or recovered from any such Person who shall be impannelled, summoned, and returned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Person who shall appear to the said Justice to be injured by the Default of such Person.

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

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

By whom  
Expences of  
Jury shall be  
paid.

LXII. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for the same or for more Money than shall have been previously offered by or on behalf of the said Company as a Price or as a Recompence or Satisfaction for any such Lands as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person 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 and Chattels vested in the said Com-  
pany,



pany, or of any Goods or Chattels of the Treasurer of the said Company, (unless such Treasurer shall pay such Costs and Charges out of the Monies received by him by virtue of this Act, which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the said West Riding of the County of *York*, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party or Person entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for less Money than shall have been previously offered by or on behalf of the said Company as such Price, or as such Recompence or Satisfaction as aforesaid, one Moiety of the Costs and Charges incurred as aforesaid shall be borne by the said Company, and the other Moiety thereof shall be defrayed by the Party refusing or neglecting to treat or agree as before mentioned; but in case, where any Person or Party shall have been prevented by Absence from entering into any Treaty with the said Company, the Costs and Charges so incurred shall be borne by the said Company in manner aforesaid; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges the same shall be settled and ascertained by any Justice of the Peace for the said West Riding, 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 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 as so much Money advanced for his 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 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 liable to the Payment thereof by such Warrant and Distress as last aforesaid.

LXIII. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or as shall be assessed by any Jury in manner aforesaid, or awarded or ordered by any Justices in pursuance of this Act, for the Purchase of any Lands, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as in this Act mentioned, to the Proprietor of such Lands, or to such other Person as shall be interested herein, or entitled to 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 so entitled or interested as aforesaid cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to the Premises, or shall refuse to execute a Conveyance of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum of Money into the Bank of *England* as herein-after directed and required for the Use of the Person entitled thereto, it shall be lawful for the said

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

Company, and their Committee, Agents, Workmen, and Servants, immediately to enter into and upon such Lands, (or before such Payment, Tender, or Investment, with the Consent in Writing of the Proprietors and Owners thereof,) and then and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person 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 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 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 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.

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

LXIV. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the Reversion of the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County of *York* to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

Application of Money of incapacitated Persons when amounting

LXV. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, or for any other Matter, Right, or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which

which shall belong to any Corporation, Feme Covert, Infant, Lunatic, or Person under any Disability or Incapacity as herein-before mentioned, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account *ex parte* "The Company of Proprietors of the *Barnsley Waterworks*," pursuant to the Method prescribed by an Act made in the First Year of the Reign of His late Majesty, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person who would have been entitled, to the Rents and Profits of the said Lands, in the Purchase of the Land Tax, or towards the Discharge of any Debt, Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, or affecting other Lands settled therewith 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 the like Direction and Approbation of the said Court, in the Purchase of other Lands, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said Court of Exchequer upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person who would for the Time being have been entitled to the Rents and Profits of the said Lands so hereby directed to be purchased in case such Purchase or Settlement were made.

to 200*l.* or upwards.

1 W. 4. c. 35.

LXVI. And be it further enacted, That if any Money so agreed or awarded to be paid for any Lands purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed or be equal to the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person for the Time being entitled to the Rents and Profits of the Lands so purchased, taken, or used, or of his Guardian or Committee in case of Infancy or Lunacy, to be signified

When less than 200*l.* and amounting to or exceeding 20*l.*

signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid, at the like Option, to Two Trustees, to be nominated by the Person making such Option, and approved of by the said Company, such Nomination and Approbation to be signified in Writing under the Hands of the Parties nominating such Trustees, and under the Common Seal of the said Company, 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.

When less than 20*l*.

LXVII. And be it further enacted, That where such Money so agreed or awarded to be paid as last before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person who would for the Time being have been entitled to the Rents and Profits of the Lands so purchased, taken, or used for the Purposes of this Act, in such Manner as the said Company shall think fit, or in case of Infancy or Lunacy, then to his Guardian or Committee, to and for the Use and Benefit of such Person so entitled.

Costs and Expences of Title to be paid by the Company.

LXVIII. And be it further enacted, That all the Costs, Charges, and Expences on the Part as well of the Seller as the Purchaser of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, and to the Title and Conveyance of any outstanding Terms or Estates which the said Company may require to be called in or conveyed, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall obtain such Order as herein-after mentioned, and shall deposit for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of his said Costs, Charges, and Expences to the said Company.

LXIX. And be it further enacted, That if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to One of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party aforesaid; and after Taxation thereof it shall be lawful for the said Court to order and direct that the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person from whom such Lands shall have been purchased or taken, shall be paid to the Person aforesaid: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The Company of Proprietors of the *Barnsley* Waterworks," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth; which Sums shall be applied, under the Order of the said Court, in payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order referring the same to be taxed, shall be paid and borne by the said Company, unless the Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

How such Costs are to be ascertained.

LXX. And be it further enacted, That in case the Person to whom such Sum of Money shall be so ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or shall refuse to execute such Conveyance, or in case such Person to whom such Sum shall be so ordered to be paid as aforesaid cannot be found, or if the Person entitled to such Lands be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum so awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them), subject to the Order, Control, and Disposition of the said Court; which said Court, upon the Application of any Person making claim to any such Sum of Money or to any Part thereof by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution

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

[*Local.*]

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thereof,

thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Person making claim thereto, and to make such other Order in the Premises as to the said Court shall seem reasonable and just; and the Cashier of the Bank of *England* who shall receive such Sum of Money is hereby required to give a Receipt for the same, mentioning and specifying for what and for whose Use the same is received, to such Person as shall pay any such Sum of Money into the Bank as aforesaid.

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

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

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

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

Expences as the said Court shall direct; and also that where in any other Cases the Purchase Money for any Lands to be taken or used under the Authority of this Act, or any Monies payable for any Satisfaction, Recompence, or Compensation under this Act, shall by reason of or under any of the Provisions of this Act be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, it shall likewise be lawful for the said Court to order the reasonable Expences of any Party in procuring the same to be paid out of Court, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be in like Manner paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company accordingly shall from Time to Time pay such Sums of Money, and in such Manner and for such Purposes as the said Court shall direct.

LXXIII. And be it further enacted, That such of the Inhabitants of the said Town and Neighbourhood of *Barnsley* as shall be desirous of having Water from the Waterworks of the said Company conveyed to their Houses, Buildings, or other Premises may and they are hereby authorized and empowered, at their own Expence, (having given Six Days previous Notice in Writing of his Intention so to do to the said Company, and with the Consent of the Owners of any private Lands or Premises through which the Pipes shall be intended to be conveyed,) to open the Ground between the Company's Mains or Pipes and the respective Houses, Buildings, or other Premises of such Inhabitants, and to lay any Leaden or other Service Pipe (the Bore thereof to be of the Dimensions of Three Quarters of an Inch without the Consent of the said Company, or of a greater Bore with the Consent of the said Company,) from such respective Houses, Buildings, or other Premises, to communicate with the said Mains or Pipes, such respective Inhabitants paying to the said Company the Rates or Sums herein-after mentioned: Provided always, that every Person who shall have laid any Leaden or other Service Pipe as aforesaid shall be at liberty to remove and take away such Pipe and the Cock belonging thereto, having first given Twenty-four Hours Notice in Writing to the said Company of his Intention so to do and of the Time of doing thereof, and doing no Injury or Damage to the Pipes or Works of the said Company.

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

LXXIV. And in order to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That every Person supplied with Water by virtue of this Act shall, on being required by the said Company or their Committee, provide a proper Cistern of Lead, Stone, Brick, Wood, or other Materials, to receive and hold such Quantity of Water as shall be deemed sufficient for his Consumption; and he is hereby required to provide a Ball and Stopcock, and to fix or cause to be fixed the same to the Pipe conducting the Water from the Main or Pipes belonging to the said Company to such Cistern, and at all Times afterwards shall keep the same in good Repair for the Purpose of preventing the Water running into such Cistern from running to waste when the same shall be full; and in case any Person supplied with Water by virtue of this Act shall (on being required so to do as aforesaid) neglect to provide such Cistern,

Cisterns and Ball-cocks to be provided.

Cistern, and also a Ball and 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 shall be filled as aforesaid, it shall and may be lawful for the said Company or for their Committee, or any Person acting by virtue of or under the Authority of the said Company or Committee, to cut off the Pipe and turn off the Water by such Ways and Means as to him or them shall seem right or proper from the House, Building, or other Premises of every such Person until such Cistern and Ball and Stopcock shall be provided, and such Ball and Stopcock added and used in manner aforesaid.

If Persons do not repair Pipes, they may be repaired at their Expence by Company.

LXXV. And be it further enacted, That if any Person shall negligently suffer his Pipe or Cock attached thereto, which shall communicate with any of the Reservoirs, Pipes, or Aqueducts of the said Company, to be out of repair, so as to let the Water run waste and useless, or shall neglect to repair the same within Twenty-four Hours after being required so do by any of the Agents or Workmen of the said Company or Committee, it shall and may be lawful to and for the said Company or Committee to cause the said Pipes and Cocks to be repaired, and the Expences attending the same shall be payable and paid by such Person so allowing any of his Pipes to be out of repair as aforesaid, and shall be recoverable and recovered in like Manner as is provided for the Recovery of Rent as herein-after mentioned.

Limiting the Rates to be paid for the Water.

LXXVI. And be it further enacted, That the said Company shall be obliged, according to the Extent of their Means, to furnish a sufficient Supply of Water to every Inhabitant occupying a private Dwelling House or Part of a Dwelling House in any Square, Street, Close, or Lane of the said Town of *Barnsley*, where the Mains or Pipes of the said Company shall be laid for the Use of his own Family, and such Supply shall be furnished by the said Company at the following Rates *per Annum*; (that is to say,) where the Rent of such Dwelling House or Part of a Dwelling House shall not exceed Ten Pounds *per Annum*, at a Rate not exceeding Twenty-four Shillings *per Year*; and where such Rent shall be above Ten Pounds and not exceeding Twenty Pounds *per Annum*, at a Rate not exceeding Forty Shillings *per Year*; and where such Rent shall be above Twenty Pounds and not exceeding Thirty Pounds *per Annum*, at a Rate not exceeding Fifty-two Shillings *per Year*; and where such Rent shall be above Thirty Pounds and not exceeding Forty Pounds *per Annum*, at a Rate not exceeding Sixty-four Shillings *per Year*; and where such Rent shall be above Forty Pounds and not exceeding Sixty Pounds *per Annum*, at a Rate not exceeding Eighty-four Shillings *per Year*; and where such Rent shall be above Sixty Pounds and not exceeding Eighty Pounds *per Annum*, at a Rate not exceeding One hundred and four Shillings *per Year*; and where such Rent shall be above Eighty Pounds and not exceeding One hundred Pounds *per Annum*, at a Rate not exceeding One hundred and Twenty-four Shillings *per Year*; and where such Rent shall exceed One hundred Pounds *per Annum*, at a Rate not exceeding One hundred and forty Shillings *per Year*; and every such Rate shall



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 *Barnsley* Police Rates: Provided nevertheless, that the said Company shall not be entitled to receive from any such Inhabitant more than the Sum of Ten Pounds in any one Year for such Supply, nor shall such Company be obliged to furnish such Supply to any Inhabitant for less than Five Shillings in any one Year, unless they shall think fit so to do: And provided further, that in the Case of Manufacturers, Dyers, Printers, Bleachers, Brewers, Innkeepers, Alehouse-keepers, Vintners, or other Persons requiring a Supply of Water for other Purposes than those of his own Family's Consumption, or Persons requiring a Supply of Water for Baths, Ponds, or Pools, 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 said Company or their Committee and such Persons respectively.

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

Notice to be given on discontinuing Use of Water;

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

LXXVIII. And be it further enacted, That in case of Default in payment of any Rate or Sum of Money at any Time to be due or payable to the said Company under or by virtue of this Act, it shall and may be lawful for the said Company or their Committee to cause any Service or other Pipe used for supplying with Water the Person making such Default, and communicating with the Aqueducts or Main Pipes belonging to the said Company, to be separated from the said Aqueducts or Main Pipes, and to cause the Water to be stopped from issuing or running into the Houses, Buildings, and other Premises of every Person making such Default; and the Rate or Sum of Money which shall be due and in arrear from such Person to the said Company, and every Part thereof, shall be recoverable and shall and may be recovered by the said Company, together with the Costs and Expences of removing such Pipes and stopping such Water, and of making the Distress, by Distress and Sale of the Goods and Chattels of the Person refusing or neglecting or liable to pay the same or any Part thereof, wherever such Goods and Chattels may be found, in the same Manner as Rents reserved or in arrear on common Demises may by Law be recovered; or the same, with Costs of Suit, may be recovered in any of His Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case.

In case Rents are in arrear.

When several Houses, &c. are supplied by One common Branch Pipe, each Occupier liable to the Rates.

LXXIX. Provided always, and be it further enacted, That where several Messuages, Cottages, Dwelling Houses, or Tenements in the Occupation of several Persons shall be supplied by One common Service or other Pipe, to be laid to and introduced into any Main Pipe, Branch Pipe, or into any Reservoir or Aqueduct, the several Owners or Occupiers of such Messuages, Cottages, Dwelling Houses, or Tenements shall be respectively liable to pay for such Supply of Water at and after the same Rate as he or they would be liable to pay for the same if each of such several and respective Messuages, Cottages, Dwelling Houses, or Tenements was separately and solely supplied with Water by such Pipe from the Waterworks of the said Company; and such several Rates, in case of Nonpayment, shall be recoverable and recovered in like Manner as any other Rates are recoverable or may be recovered by virtue of this Act.

Penalty for not supplying Water to Inhabitants.

LXXX. And be it further enacted, That in case the said Company shall neglect or refuse to supply any of the said Inhabitants occupying any private Dwelling House in any Square, Street, Close, or Lane where the Pipes of the said Company shall be laid with Water for the Use of his own Family at the Rate aforesaid for the Space of Five Days, (after Demand in Writing shall have been made by such Inhabitant to the Clerk or Clerks or Engineer of the said Company for the Time being for such Supply of Water, and Tender made to such Clerk or Clerks or Engineer of the Amount of the Rate for One Year for such Supply,) the said Company shall forfeit and pay to such Inhabitant Treble the Amount of the Rate so tendered, (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, together with such reasonable Costs and Charges as shall be awarded and allowed, 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 West Riding of the County of *York*, by Distress and Sale of the Goods and Chattels of the said Company, and also the further Sum of Ten Shillings 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 on Persons supplying Water to others not agreeing with Company, and for letting Water run waste.

LXXXI. And be it further enacted, That if any Person supplied with Water by virtue or under the Directions of this Act shall supply any other Person not having agreed with the said Company to be supplied with Water from the said Waterworks, or shall wilfully permit or suffer any other Person not having so agreed to be supplied to take any Water, or if any Person not having so agreed to be supplied shall take or use any Water at or from any Reservoir, or any Soughs or Pipes leading thereto, or any Main Pipe or Branch Pipe or Service Pipe, or any Cock affixed or to be affixed to any Reservoir, Aqueduct, or Pipe made, laid, or used for the Purposes of this Act, or from any Cistern or other Receptacle for Water as aforesaid, or if any Person shall, by negligently suffering his Service Pipes or Cisterns, or the Cocks belonging thereto, to be out of repair, occasion the Water thereby supplied to run waste or useless, then

then and in every such Case every Person so offending as aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, according to the Discretion and Decision of any Justice of the Peace for the said West Riding, before whom any Penalty may be recovered as herein-after provided.

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

Persons permitted to supply Water in certain Cases.

LXXXIII. And be it further enacted, That it shall and may be lawful to and for the Engineer, or any other Person acting by or under the Authority of the said Company or their Committee, between the Hours of Ten in the Forenoon and Four in the Afternoon, upon giving Twelve Hours previous Notice of his Intention, to enter into any House, Building, or other Premises supplied with Water by virtue of this Act, in order to inspect and examine if there be any Waste, undue Diversion, or improper Appropriation of the Water so supplied by the said Company; and if such Engineer or other Person acting by or under the Authority of the said Company or their Committee shall at any such Time be refused Admittance or Entrance into any such Dwelling House, Building, or other Premises for the Purpose of making such Inspection and Examination as aforesaid, or on being admitted shall be obstructed or prevented from making such Inspection and Examination as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company to cut and turn off the Water supplied by the said Company from such House, Building, or other Premises.

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

LXXXIV. Provided always, and be it further enacted, That it shall be lawful for any Person whomsoever at all Times to use and employ the Water which shall so as aforesaid be contained in or supplied from any Pipes or Aqueducts of the said Company in the extinguishing of any Fire which may happen to any House or Building, Goods or other Property within the said Town of *Barnsley*, without making any Satisfaction or Compensation for the same to the said Company or any other Person whomsoever.

Water to be used free in extinguishing Fires.

LXXXV. And be it further enacted, That the said Company shall and they are hereby required, upon the carrying into and laying down any Main Pipe in any Street, Passage, or Place for supplying the same with Water, to fix and place or cause to be fixed and placed at the Time of laying down such Main Pipe one proper and sufficient Fire Plug in each such Street, Passage, or Place, and also so many and such other proper and sufficient Fire Plugs in each such Street, Passage, or Place as the "Commissioners of the *Barnsley* Police Act" shall require, at Distances not nearer than One hundred  
Yards

Requiring the Company to fix Fire Plugs.

Yards from each other, 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 shall immediately deliver a Key of such Fire Plug at each Place within the said Town of *Barnsley* where any Engine shall be kept for the extinguishing of Fires, and shall from Time to Time keep such Fire Plugs in good and sufficient Repair, Order, and Condition.

Watering  
Places to be  
made in cer-  
tain Cases.

LXXXVI. And be it further enacted, That in case any Land through which the Water from the said Springs and Sources which the said Company are by this Act authorized to take now doth lawfully run or hath heretofore been so accustomed to run shall, by reason of such Water being so taken, be deprived, injured, or abridged in the Supply and Enjoyment of such Water to the same Extent as heretofore, then and in any or either of such Cases happening the said Company shall and they are hereby required, within Five Days after Notice in Writing of such Deprivation, Hindrance, or Abridgment, from the Owner or Occupier of any such Land, shall have been given to the said Company, to remedy the same, and to make, complete, continue, and keep in repair such Drains, Troughs, or Watering Places in such Land as may be necessary for supplying the same as aforesaid, with a sufficient Quantity of Water as heretofore used, and to find and provide such sufficient Supply accordingly.

If Company  
do not make  
Watering  
Places, Land-  
owners may  
at Company's  
Expence.

LXXXVII. And be it further enacted, That in case the said Company shall for the Space of Five Days neglect or refuse to make and complete the said Drains, Troughs, or Watering Places, or any of them, in any Close or Inclosure through which the Water from the said Springs and Sources shall be taken for supplying the Cattle and Stock therein with Water, or to or at the Premises where the Water has been heretofore used as aforesaid, and other Purposes as aforesaid, or after the same shall be made and completed shall neglect or refuse to continue and maintain in repair such Drains, Troughs, or Watering Places, or shall neglect or refuse to find and provide a sufficient Supply of Water as aforesaid for the Space of Five Days next after Notice shall have been given by or on behalf of the Owners or Occupiers of such Closes or Inclosures and Premises who shall find themselves aggrieved by any such Drains, Troughs, or Watering Places not being kept in good Repair and Condition, or by any insufficient Supply of Water to the said Company, then and in every such Case the said Company shall from Time to Time forfeit and pay any Sum not exceeding Ten Pounds to every such Owner or Occupier so finding himself from Time to Time aggrieved, such Forfeitures to be ascertained, settled, and imposed from Time to Time by any Two Justices of the Peace acting for the said West Riding, and to be levied and recovered by Warrant under the Hands and Seals of such Justices, together with such reasonable Costs and Charges as shall be awarded and allowed by such Justices, by Distress and Sale of the Goods and Chattels of the said Company; or it shall and may be lawful for every or any of the Owners or Occupiers of such Closes or Inclosures and Premises to make or to repair all or any of such Drains, Troughs, or Watering Places which may be necessary for providing and continuing such Supply as aforesaid, and to continue  
and

and keep the same in repair from Time to Time as Occasion shall require, so that in making or repairing such Drains, Troughs, or Watering Places the said Aqueducts and other Waterworks of the said Company shall not be stopped or injured for any longer Space of Time or in any other Manner than shall be absolutely necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by any Two or more of the said Justices, shall be repaid to the respective Owners or Occupiers of such Closes or Inclosures and Premises who shall have so made or repaired such Drains, Troughs, or Watering Places as aforesaid, by the said Company; and upon Refusal or Neglect of the said Company to pay to the said Owners or Occupiers the said Costs and Charges as aforesaid for the Space of Five Days after Demand thereof made upon the said Company such Costs and Charges shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company by Warrant under the Hands and Seals of the said Justices, rendering to the said Company the Overplus, after Payment of such Costs and Charges, and the reasonable Expences of such Warrant, Distress, and Sale, and which Warrant such Justices are hereby empowered to grant: Provided always, that the Provisions lastly herein-before contained shall not be construed to prevent any such Owner or Occupier as aforesaid from proceeding from Time to Time for the Recovery of Compensation or Satisfaction for any such Injury, under the Provisions herein-before contained in that respect, if such Owner or Occupier shall prefer having recourse to such Remedy.

LXXXVIII. And be it further enacted, That if any Person shall knowingly, wilfully, or maliciously break, throw down, damage, or destroy any Banks, Fences, or other Works to be erected, made, or maintained by virtue of this Act, then and in every such Case every such Person shall be adjudged guilty of Misdemeanor, and the Court by and before whom such Person shall be tried and convicted shall have Power and Authority to award such Sentence as the Law directs in Cases of Simple Larceny.

Destroying  
Works a Mis-  
demeanor.

LXXXIX. And be it further enacted, That all and every the Pipes and other Conduits 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 to be laid down or made 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

Regulating  
the laying of  
Gas Pipes.

[Local.]

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at least Nine Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any 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 Consistence, 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 Persons to whom the same shall belong shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near as may be in its Place in the Trench, and shall in such Trench form the Jointing with the other Pipes 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 Pipes, 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 Ten Pounds for every such Offence, to be paid to the Person who, in the Judgment of the Justice before whom the Conviction takes place, shall have sustained any Annoyance or Injury or Damage by any such Act so done or committed.

For preventing the Escape of Gas.

XC. 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 Corporation or other Person as aforesaid, such Corporation or other Person shall, at their or his 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 Corporation or Person as aforesaid shall for every such Offence forfeit and pay the Sum of 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 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 said West Riding, and shall  
and

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.

XCI. And be it further enacted, That if any Corporation or any Contractor or any other Person whosoever making, furnishing, or supplying any Gas used, burnt, or consumed for lighting any Street, Highway, or Place, or any House, Manufactory, or other Building, 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, Ingredients, Substances, or Things whatsoever which shall arise or be produced in, by, or from the said Gas Works, or in the Manufacture or Process of making or procuring such Gas, into any River, Brook, or Running Stream, Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or do or cause to be done any Nuisance, Annoyance, Act, or other Thing to the Water contained in such River, Brook, or Running Stream, 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 every such Case such Corporation, Contractor, or other Person making, furnishing, or supplying Gas 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, and the whole of such Penalty shall be paid to the Person who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Twelve Calendar Months from the Time that such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased or determined: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall have been sued for or recovered or not, in case any of such Washings, waste Liquids, or any refuse Liquids, or Ingredients, or foul or impure Water, or noisome or offensive Substances or Things aforesaid, shall be drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid into any such River, Brook, or Running Stream, or Reservoir, Aqueduct, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such Nuisance, Annoyance, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by or on behalf of the said Company, or by any other Person whomsoever, to such Corporation or Contractor or Person making or supplying Gas, and they or he shall not, within Twenty-four Hours next after such Notice shall have been given to them or him as aforesaid, stop, hinder, and prevent all and every such Washings, waste Liquids, refuse Liquids or Ingredients, or impure Water, 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 Corporation or Contractor

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

Contractor or Person making or supplying Gas so offending shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, refuse Liquids, or Ingredients, foul or impure Water, 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 raised in such and the like Manner as any other Penalty or Forfeiture is in and by this Act directed and authorized to be recovered, levied, and raised, and shall be paid to the Informer or to the Person or Company who, in the Judgment of the Justice before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage by such Act so done or committed.

To prevent  
Contamina-  
tion of Water.

XCII. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Corporation, Contractor, or Person making, furnishing, or supplying Gas, such Corporation or Contractor or Person making or supplying Gas 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 whatever, that then and in every such Case the Corporation or Contractor or any Person making or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing signed by the Clerk or Clerks for the Time being of the said Company, to be left at the usual Office or Place of transacting Business of the Corporation, Contractor, or Person making or furnishing Gas, and so offending, cause the most proper Measures to be taken effectually to stop and prevent the same from contaminating or affecting such Water; and in case any Corporation, Contractor, or Person making or supplying Gas shall not, within Twenty-four Hours next after each and every such Notice so left as last aforesaid, effectually stop and prevent, 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 Corporation, Contractor, or Person 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, over and above the before-mentioned Penalty not exceeding Twenty Pounds, the Sum of Ten Pounds for each and every Day during which the Water of the said Company shall be and remain contaminated, tainted, or affected as aforesaid; 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 or Clerks of the said Company, or otherwise, before any Justice of the Peace of the said West Riding, with Costs to be assessed by such Justice, and shall be levied and recovered as any other Penalty is by this Act directed



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.

XCIH. And whereas it may become a Matter of Question, upon such Information or Complaint as aforesaid, whether such Water be contaminated or affected as aforesaid or not; be it therefore enacted, That in every such Case it shall be lawful for the said Company or any Person by them authorized, or for the Party using such Water, to enter and dig to and about, and to search and examine the Mains, Pipes, Conduits, Apparatus, and Works of the Corporation or Person making and supplying Gas as aforesaid, for the Purpose of ascertaining whether such Contamination be occasioned by the Gas of the said Corporation or Person making or supplying Gas; and if it shall appear that such Contamination is occasioned by the Gas or Works of the said Corporation, or Person making or supplying Gas, the Costs and Expences of such Examination, and of the Repairs of the Pavement and Premises which shall be taken up or disturbed thereby, shall be borne and paid by the said Corporation or Person making or furnishing Gas; 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 such Corporation or Person making or supplying Gas, then and in such Case the said Company, or the Party 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 such Corporation or other Person producing or supplying Gas any Loss, Injury, or Damage which may be occasioned in and by such Examination, and 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, Roads, 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 such Justice as aforesaid.

For ascertaining if the Water be contaminated.

XCIV. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueduct, Waterway, Feeder, or Pond being the Property of the said Company, or made, maintained, or supported by virtue of this Act; or if any Person shall wash any Dog or other Animal therein, or throw or cast any Dog or Cat, or any Carcase, Carrion, Offal, Dung, Filth, Dirt, or any other noxious or offensive Ingredients, Matter, or Thing whatsoever into, or wash or cleanse any Yarn, Cotton, Cloth, or any Wool or Leather, or the Skins of Sheep, Lambs, or other Animals, or any noisome or offensive Thing in, or cause or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed into, any Reservoir, Aqueduct, Feeder, or other Waterwork, or cause any other Annoyance, Nuisance, or Injury to be done to the Water in any such Reservoirs, Aqueducts, Feeders, or Waterworks, or any of them, or if any Person shall bathe in any of the Streams, Springs, or Waters communicating therewith, within the Distance of Two hundred and twenty Yards of the intended

Penalty for fouling the Water.

[*Local.*]

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Side Sill of the Company herein-before mentioned, or shall throw or cast any Dog, Cat, or any Carcase, Carrion, Offal, Dung, Filth, or any other noxious or offensive Ingredients, Matter, or Thing whatsoever into, or wash or cleanse any Yarn, Cotton, Cloth, or any Wool or Leather, or the Skins of any Sheep, Lambs, or other Animals, or any noisome or offensive Thing, into the same or any of them, within the Distance aforesaid, whereby or by means whereof the said Water or any Part thereof shall or may be soiled, fouled, or corrupted, then and in each and every such Case every such Person so offending shall forfeit and pay for each and every such Offence any Sum not exceeding Ten Pounds, to be recovered, levied, and applied as herein-after mentioned.

Company not to prevent Water from Collieries, &c. falling into the Dearne.

XCV. Provided always, and be it enacted, That the said Company shall not in anywise directly or indirectly obstruct, hinder, or prevent the Proprietors, Owners, Lessees, or Tenants, or any of them, of any Coal, Ironstone, or other Minerals lying and being in and under any Lands the Surface Drainage whereof falls into the River *Dearne* or any of its tributary Streams, from discharging and sending into the said River or Streams, or any of them, the Water flowing from the said Coal, Ironstone, or other Minerals, or that shall be raised from the draining, working, or getting of the same.

Penalty on Persons opening the Locks, or doing other Damage to the Works.

XCVI. And be it further enacted, That if any Person shall throw any Gravel, Stones, or Rubbish into any Part of the said Waterworks, Reservoirs, Aqueducts, Trenches, Watercourses, or Feeders to be made by virtue of this Act, or shall open or cause to be opened any Lock, Cock, Gate, Paddle, Valve, or Clough belonging to the said Waterworks, or shall (without the Licence or Consent of the said Committee first had and obtained) snare, angle, take, or destroy any Fish out of the said Reservoirs, Aqueducts, Watercourses, or Feeders, or if any Person shall wilfully flush or draw off or detain, or cause to be flushed or drawn off or detained, the Water from any Part of the said Waterworks, or leave any of the said Valves, Cloughs, Locks, Pipes, or Cocks open or running belonging to the said Works, or shall cause to be drawn any Paddle, Valve, or Clough, or other Thing, so as to mis-spend or waste the Water thereof, its Courses or Feeders, or shall wilfully commit any Damage, Injury, or Spoil to or upon any Part of the Works or Property of the said Company, or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act, or shall take or cause to be taken (except in Cases of Fire) any Water from or out of any Pipe which shall be laid by virtue of this Act (without the Consent of the said Company first had and obtained), every Person so offending in any of the Cases aforesaid shall forfeit and pay for each and every such Offence to the said Company or their Treasurer any Sum not exceeding Ten Pounds, to be levied and recovered as herein-after mentioned,

Persons supplying Gas may be indicted for a Nuisance.

XCVII. 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 Corporation, Contractor, or other Person whomsoever making, furnishing, or supplying any

any Gas used, burnt, or consumed within the Limits of this Act, for lighting any Street, Highway, or 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 Corporation, Contractor, or Person 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.

XCVIII. And be it further enacted, That whenever and so often as the said Company or any other Person shall have broken up or removed, pursuant to the Provisions of this Act, the Stones, Ground, Soil, or Pavement in or of any Road, Highway, Street, Square, Court, Yard, Railway, Lane, Passage, or Place, or any Part thereof, the said Company and such other Person shall and are hereby required immediately to reinstate and make good such Ground, Soil, or Pavement in as good sound State and Condition and with the like Materials as the same was or were in at the Time of being so broken up; and the said Company or such other Person shall cause all surplus Earth, Filth, and Rubbish occasioned by opening the Ground to be removed and carried away, at their own Costs and Charges, with as little Delay as possible; and so that in no such Case such Ground shall remain open unrepaired or the Rubbish unremoved for a longer Space than Twenty-four Hours from the Time when such Works commence, unless the Commissioners, Trustees, or Surveyors (as the Case may be) of the said Streets or Highways shall grant further Time for doing the same; and that during the Time the Works of the said Company in so opening the Pavements shall be carried on there shall at all Times be left a free Passage for Carriages of at least Ten Feet wide, unless the Carriageway shall be less than Twenty Feet wide, in which Case the Openings so made shall be filled up and the Streets repaved in the Space of Forty-eight Hours after the Commencement of the Works thereon; and that during the Time of forming the Trenches, laying or taking up the Pipes, or doing any thing else by which Obstructions may be occasioned in the Streets, Lanes, Passages, or other Places, the said Company or such other Person shall protect such Opening and Obstruction with a sufficient Fence, and provide proper Watchmen to guard the same, and place a Lamp at each Extremity and at other Parts of the Opening or Obstruction where it may be necessary to be kept burning from Sun-setting to Sun-rising, and shall otherwise properly secure and guard the said Works, to prevent any Damage or Inconvenience happening to Passengers, Cattle, or Carriages; and the said Company or such other Person shall from Time to Time, when required by the Commissioners of Police or Trustees of any Turnpike Road, at any and every Period during Three Calendar Months from the Time of making or commencing any such Opening, on receiving from Time to Time a written Notice from such Commissioners or Trustees,

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

Trustees, or their respective Clerks or Surveyors (as the Case may be), relay and again take up and relay such Carriageway or Foot Pavement until the said Carriageways and Foot Pavements shall be made complete to the Satisfaction of such Commissioners or Trustees respectively, or their respective Surveyors (as the Case may be): Provided always, that if the said Company, or any of their Agents or Workmen, or such other Person, shall neglect to reinstate such Ground, Soil, or Pavement which may be so broken up with the like Materials, and in as good sound State and Condition as aforesaid, or to remove the Rubbish occasioned as aforesaid, within the Period of Twenty-four Hours as aforesaid, (unless such Commissioners or Trustees respectively shall grant further Time for doing the same,) or shall omit to have a free Passage for Carriages as before mentioned, or to protect such Openings with a Fence, and provide Watchmen and Lamps as aforesaid, then and in each and every such Case of Neglect or Omission the said Company or such other Person shall forfeit and pay any Sum not exceeding Five Pounds, over and besides the Expence of putting such Grounds in repair as aforesaid, to be recovered from the said Company or such other Person in like Manner as other Penalties and Forfeitures are by this Act to be recovered, and to be paid over to the Treasurer for the Time being of such Commissioners of Police or Trustees or Surveyors (as the Case may be), to be applied for the Purpose of their respective Commission or Trust; and in case the said Company or such other Person shall make default in reinstating such Ground, Soil, or Pavement as aforesaid within the Period aforesaid, it shall be lawful for such Commissioners or Trustees to reinstate and make good such Ground, Soil, or Pavement, and the Charges and Expences thereof shall be reimbursed and repaid by the said Company or their Treasurer or such other Person to such Commissioners or Trustees or their respective Treasurers; and in default of Payment thereof within Ten Days next after Demand thereof in Writing shall have been made by the Clerk of such Commissioners, Trustees, or Surveyors (as the Case may be), Proof of such Demand being made by the Oath of One credible Witness before any Justice of the Peace for the Riding, County, Borough, or Place where such Neglect shall occur, all such Sums of Money so paid by them shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company or such other Person, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of any Justice of the Peace for the Riding, County, Borough, or Place where the Offence shall be committed as aforesaid, and which Warrant such Justice is hereby empowered to grant; and such Sums of Money shall be paid to such Commissioners or Trustees, or their respective Treasurers, or their respective Surveyors (as the Case may be).

Pavements,  
&c. to be  
broken up or  
relaid under  
the Inspec-  
tion of Sur-  
veyors, &c.

XCIX. And be it further enacted, That all such public Carriageways, Roads, or Streets shall be broken up under the Inspection of the Surveyor of the Commissioners or Trustees, or the Parish or Township Surveyor having the Control thereof (as the Case may be), and according to such Plan as such Surveyor shall approve; and in case of any Difference or Dispute between such Surveyor and the said

said Company, or their Agents or Servants thereon, then according to such Plan as shall be approved or ordered by any Justice of the Peace, who is hereby empowered to make such Order in the Premises as he shall think fit, on the Application of the said Company, or their Agents or Servants, after hearing both Parties, or after hearing the Party only making such Application, upon Proof of Service of Notice on such Surveyor, specifying the Day or Time and Place when and where the Appearance before such Justice is intended to take place, and the Nonappearance of such Surveyor at the Day or Time and Place so specified in such Notice.

C. And be it further enacted, That when and as often as any Sum of Money shall be directed or ordered by any Justice of the Peace to be paid in pursuance of the Directions of this Act as or by way of Compensation or Satisfaction for any Damages, Spoil, or Injury of any Nature or Kind whatsoever done or committed, then and in such Case the Amount of such Compensation or Satisfaction and Costs shall and may be levied and recovered by Action at Law, or by Distress and Sale of the Goods and Chattels of the Party or Person ordered to pay the same Sum of Money, under a Warrant to be issued for that Purpose by such Justice of the Peace so ordering and directing the same to be paid, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Sum of Money as or by way of Compensation or Satisfaction for any such Costs, Damages, Spoil, or Injury as aforesaid; and in case any Surplus shall remain after Payment of such Sum of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Surplus shall be returned, on Demand, to the Party whose Goods and Chattels shall be so distrained.

In case of Nonpayment of Compensation ordered by Justices for Damages and Costs, the same may be levied by Distress.

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

When there are Damages to pay in addition to Penalties, and Disputes arise, they may be settled and levied by a Justice.

CII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is imposed and made recoverable by Information before a Justice of the Peace it shall be lawful for any Justice of the Peace to whom Complaint shall be made of any Offence against this Act to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture

Justices may proceed by Summons for Penalties and Forfeitures without Information being laid.

[Local.]

33 H

incurred,

incurred, and to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing was or had been exhibited.

Recovery and  
Application  
of Penalties,  
Forfeitures,  
and Fines.

CIII. And be it further enacted, That all Penalties, Forfeitures, and Fines by this Act imposed or authorized to be imposed (the Manner of levying, recovering, and applying of which is not herein otherwise particularly directed,) shall, upon Proof of the Offence before any Justice of the Peace for the Riding, Division, County, Borough, or Place where such Offence shall be committed, either by the Confession of the Party offending or by the Oath or Affirmation of any credible Witness (which Oath and Affirmation such Justice is hereby empowered and required to administer), together with all such Costs, Charges, and Expences as such Justice shall adjudge and determine to be fair, reasonable, and proper to be allowed (and which he is hereby authorized and empowered to ascertain and determine accordingly), shall be levied by Distress and Sale of the Goods and Chattels of the Party offending, by virtue of a Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby authorized and required to grant; and the Overplus, after such Penalties, Forfeitures, and Fines, Costs, Charges, and Expences, and the Charges of such Distress and Sale, are deducted, shall be returned, on Demand, to the Owner of such Goods and Chattels; and one Moiety of such Penalties, Forfeitures, and Fines (if not otherwise directed by this Act) shall be paid to the Informer, and the other Moiety shall be paid to some one of the Overseers of the Poor or some other Officer (as such Justice shall direct) of the Parish, Township, or Place in which the Offence shall have been committed, to be by such Overseer or Officer paid over to the Use of the general Rate of the County or Riding; and if such Penalties, Forfeitures, and Fines, Costs, Charges, and Expences, shall not be forthwith paid, such Justice is hereby authorized and required to authorize the Offender so convicted to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender shall give sufficient Security to the Satisfaction of such Justice on such Day as shall be appointed for the Return of such Warrant of Distress, such Day 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 it shall appear that no sufficient Distress can be had thereupon, and such Penalties, Forfeitures, and Fines cannot be paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, and Fines, Costs and Expences, could be levied if a Warrant of Distress were issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for the said Justice of the Peace as aforesaid, or any other Justice of the Peace for any Riding, Division, County, Borough, or Place where the Offence shall have been committed, and he is hereby authorized and required by Warrant under



Irregularity which shall be afterwards done by the Party so dis-  
training, but the Person aggrieved by such Irregularity shall and  
may recover full Satisfaction for the special Damage in an Action  
upon the Case.

Plaintiff not  
to recover if  
sufficient  
Amends ten-  
dered.

CVIII. Provided always, and be it further enacted, That no  
Plaintiff shall recover in any Action to be commenced against any  
Person for any thing done in pursuance of this Act unless Notice in  
Writing shall have been given to the Defendant, or left at his last or  
usual Place of Abode, Fourteen Days before such Action shall be  
commenced, of such intended Action, signed by the Attorney for  
the Plaintiff, specifying the Cause of Action, nor shall the Plaintiff  
recover in such Action if Tender of sufficient Amends shall have  
been made to him or to his Attorney by or on the Behalf of the  
Defendant before such Action brought; and in case no such Tender  
shall have been made it shall and may be lawful to and for the  
Defendant in any such Action, by Leave of the Court where such  
Action shall depend, at any Time before Issue joined, to pay into  
Court such Sum of Money as he shall think fit, whereupon such  
Proceedings, Order, and Judgment shall be had, made, and given in  
and by such Court as in other Actions where the Defendant is  
allowed to pay Money into Court.

Directions as  
to Service of  
Notices,  
Writs, &c.  
on Company.

CIX. And be it further enacted, That in all Cases wherein it may  
be requisite to serve any Notice upon the said Company, or any  
Writ or other legal Proceeding, or Proceeding in Equity, the Service  
of a Copy upon the Clerk or Clerks of the said Company, or delivered  
to any Inmate at the Office or Offices of such Clerk or Clerks, or at  
his or their last or usual Place of Abode, or delivered to any Inmate  
at the Office of the said Company, or Service upon any Member of  
the Committee, or delivered to any Inmate at his last or usual Place  
of Abode, or Service upon any known Agent or other Officer  
employed by the said Company, or delivered to any Inmate at his last  
or usual Place of Abode, shall be deemed good and sufficient Service  
of the same respectively on the said Company.

How Debts  
may be  
proved in  
Cases of  
Bankruptcy.

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

Limitation of  
Actions.

CXI. And be it further enacted, That if any Action or Suit shall  
be brought or commenced against any Person for any thing done in  
pursuance



pursuance of this Act, every such Action or Suit shall be brought or commenced within Six Calendar Months next after the Fact committed, or in case there shall be a Continuance of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards, and shall be laid or brought in the County where the Matter in dispute or Cause of Action shall arise, and not elsewhere; and the Defendant in such Action or Suit shall and may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action or Suit shall have been brought before the Expiration of Fourteen Days next after such Notice shall have been given as aforesaid, or after sufficient Satisfaction made or tendered as aforesaid, or after the Time so limited for bringing the same, or shall be brought in any other County than as aforesaid, then and in every such Case the Jury shall find for the Defendant; or if the Plaintiff shall become Nonsuit, or suffer a Discontinuance of his Action or Suit after the Defendant shall have appeared, or if a Verdict shall pass against the Plaintiff, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for the same as any Defendant hath for Costs of Suit in other Cases by Law.

CXII. And be it further enacted, That if any Person shall think himself aggrieved by any Order or Judgment or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and not herein-before made binding and conclusive, then and in every such Case such Person may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden in and for the Riding, Division, County, Borough, or Place in which the Cause of Appeal shall arise, first giving Ten Days Notice of such Appeal to the Person appealed against, and of the Nature and Matter thereof, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for such Riding, Division, County, Borough, or Place, 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 shall in a summary Way either hear and determine the said Appeal at such General or Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace to be holden for such Riding, Division, County, Borough, or Place; and the said Justices may make such Determination in such Appeal, and award such Costs to either of the Parties, as they shall judge proper; and the said Justices may, 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 Order, Judgment, or Determination, and may also order and award such further Satisfaction to be made to the Party injured as they shall judge reasonable.

Appeal to  
Quarter Ses-  
sions.

[Local.]

33 I

CXIII. And.

Expence of  
Act how to  
be borne.

CXIII. And be it further enacted, That all Costs, Charges, and Expences of and 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 hereafter to be subscribed by virtue of this Act, in preference to all other Payments whatsoever.

Purposes of  
the Act to  
be completed  
in Five Years.

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

Provision for  
Deficiencies  
of Land Tax.

CXV. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the Parish or Township in which the several Works hereby authorized to be made may be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed, by virtue of this Act of any Premises charged with the 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 such Parish or Township as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said Assessments for Land Tax within the said Parish or Township by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

Saving Clause  
on behalf  
of the Dun  
Company.

CXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to take away, prejudice, or alter any of the Rights, Privileges, Powers, and Authorities vested in, belonging to, or exercised by the Company of Proprietors of the Navigation of the River *Dun*, except as herein specifically provided for.

Saving Clause  
for Barnsley  
Canal.

CXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to take away, prejudice, or alter any of the Rights, Privileges, Powers, and Authorities vested in, belonging to, or exercised by the Company of Proprietors of the *Barnsley* Canal.

Saving the  
Right of the  
Lord of the  
Manor to  
work Mines,

CXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed or deemed or taken to extend, to affect, extinguish, defeat, abridge, interrupt, impeach, annul, prejudice, or destroy the Right, Title, or Interest of

the Most Noble *George William Frederick* Duke of *Leeds*, his Heirs or Assigns, of, in, or to all Mines and Minerals of what Nature or Kind soever within and under all the Commons, Moors, and Waste Grounds divided, allotted, and inclosed, or directed to be divided, allotted, and inclosed, under and by virtue of an Act of Parliament passed in the Seventeenth Year of the Reign of King *George* the Third, intituled *An Act for dividing, allotting, and inclosing several Commons, Moors, or Waste Grounds, and Open Common Fields, in the Township of Barnsley within the Parish of Silkstone in the County of York*, and the Powers of searching for, winning, working, loading, and carrying away the same Mines and Minerals, and of making, laying, and repairing Waggonways and other Ways, and of doing all Works, Acts, and Things granted or reserved in and by the said Act for the full and complete Enjoyment of the said Mines and Minerals, and of all other the Coal Mines or Collieries belonging to the said Duke of *Leeds*, and of making Pits, Shafts, Pit Rooms and Heap Rooms, Drifts, Levels, and Watercourses, and of erecting and using Fire Engines and other Engines, and of altering, changing, pulling down, and carrying away the same or any of the Materials thereof, at his and their free Will and Pleasure, and to do all such other Works, Acts, and Things, either now in use or hereafter to be invented, as may be necessary and convenient for the full and complete Enjoyment thereof, in as full, ample, and beneficial a Manner to all Intents and Purposes as if this Act had not been made, nor the Right, Title, or Interest of the said *George William Frederick* Duke of *Leeds*, Lord of the Manor of *Barnsley*, or the Lord of the said Manor for the Time being, of, in, or to the Seigniories, Rights, Royalties, Franchises, Jurisdictions, Rents, Services, Privileges, Powers, and Authorities appendant, appurtenant, incident, or belonging to the said Manor of *Barnsley*, or to any Rents, Tolls, Pickage, Stallage, Free Customs, Dues, Duties, Profits, or Advantages belonging, due, or in anywise appertaining to the said *George William Frederick* Duke of *Leeds*, Owner of the Fairs and Markets for the Time being; but that the said Duke of *Leeds*, his Heirs and Assigns, shall have, hold, use, exercise, take, and enjoy all the said Mines and Minerals, and all the Powers in and by the said Act granted and reserved for the full and complete Enjoyment thereof; and also that the said *George William Frederick* Duke of *Leeds*, Lord of the said Manor, and the Lord of the said Manor for the Time being, shall have, hold, use, exercise, take, and enjoy all and every the Seigniories, Rights, Royalties, Franchises, Jurisdictions, Rents, Services, Powers, Authorities, Liberties, Privileges, Advantages, and Emoluments whatsoever to the said Manor belonging or incident, appendant, appurtenant, or usually exercised, holden, or enjoyed therewith; and the said *George William Frederick* Duke of *Leeds*, Owner of the said Fairs and Markets for the Time being, shall and may demand, exact, take, and enjoy all such Rents, Tolls, Pickage, Stallage, Free Customs, Dues, Duties, Profits, and Advantages, with all Powers and Remedies for enforcing Payment thereof, in such and the like Manner, and as fully and beneficially to all Intents and Purposes, as if this Act had not been passed.

&c., ; and  
saving Manorial Rights.

Rights of the  
Gas Com-  
pany and  
Commission-  
ers of Police  
reserved.

1 & 2 G. 4.  
c. 75.

3 G. 4. c. 25.

Public Act.

CXIX. Provided always, and be it further enacted, That nothing in this Act contained shall (except so far as Authority is expressly given by this Act, or as in and by this Act is expressly provided and enacted,) extend, or be construed or deemed or taken to extend, to affect, extinguish, defeat, abridge, impeach, annul, prejudice, obstruct, or destroy, or in any Manner interfere with the Powers or Provisions of an Act passed in the Second Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for lighting the Town of Barnsley in the West Riding of the County of York with Gas*, or of the Powers and Provisions of another Act passed in the Third Year of the Reign of His said late Majesty, intituled *An Act for lighting, paving, cleansing, watching, and improving the Town of Barnsley in the West Riding of the County of York*; but the Powers thereby severally vested shall and may be available and executed, and carried into execution and effect, in such and the like Manner, and as fully and beneficially to all Intents and Purposes as if this Act had not been passed.

CXX. 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.

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers..
<b>PARISH OF SILKSTONE.</b>			
<i>Township of Barnsley.</i>			
Bed of the River or Stream called the River Dearne.			
Garden - - -	George Russell - - -	- - -	John Gelder.
Drain.			
Old Reservoir (without Water).	Francis Kendray - - -	- - -	Himself.
Towing Path - - -	The Company of Proprietors of the Barnsley Canal.	- - -	Themselves.
Canal - - -	Ditto - - -	- - -	Ditto.
Willow Garth - - -	Joseph Beckett - - -	- - -	William England.
Barn and Stable - - -	Ditto - - -	- - -	Ditto.
Honey Well.			
Plantation and Willow Garth	Duke of Leeds and Joseph Beckett.	- - -	Themselves.
Garden - - -	Timothy John Manley - - -	- - -	Samuel Crowther.
Garden - - -	Ditto - - -	- - -	Henry Woodcock.
Cottage - - -	Ditto - - -	- - -	Ditto.
Garden or Grass Plot - - -	Ditto - - -	- - -	Samuel Crowther and Thomas Ellison.
Stable and Outbuildings - - -	Ditto - - -	- - -	Timothy John Manley.
Three Cottages and Gardens in front.	Ditto - - -	- - -	Samuel Crowther, Thomas Ellison, and one unoccupied.
Garden - - -	Ditto - - -	- - -	Himself.
Summer House - - -	Ditto - - -	- - -	Ditto.
Cockram Well.			
Garden - - -	Joseph Beckett - - -	- - -	George Copley.
Garden - - -	John Clarke - - -	- - -	Thomas Cherryholme.
Pond - - -	John Hopwood and Henry Jackson, and Jane Hodgson, the Devisee in Trust to sell of Jonah Hodgson.	- - -	Edward Moore.

[Local.]

[33 K]

Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
Garden - - -	John Clarke - - -	- - -	Edward Moore.
Cottage - - -	Ditto - - -	- - -	Ditto and William Gardiner.
Barn and Stable - - -	Ditto - - -	- - -	Edward Moore.
Pond - - -	Ditto - - -	- - -	Ditto.
Water Trough - - -	John Hopwood and Henry Jackson, and Jane Hodgson the Devisee in Trust to sell for Jonah Hodgson.	- - -	Ditto.
Pond - - -	Ditto - - -	- - -	Ditto.

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