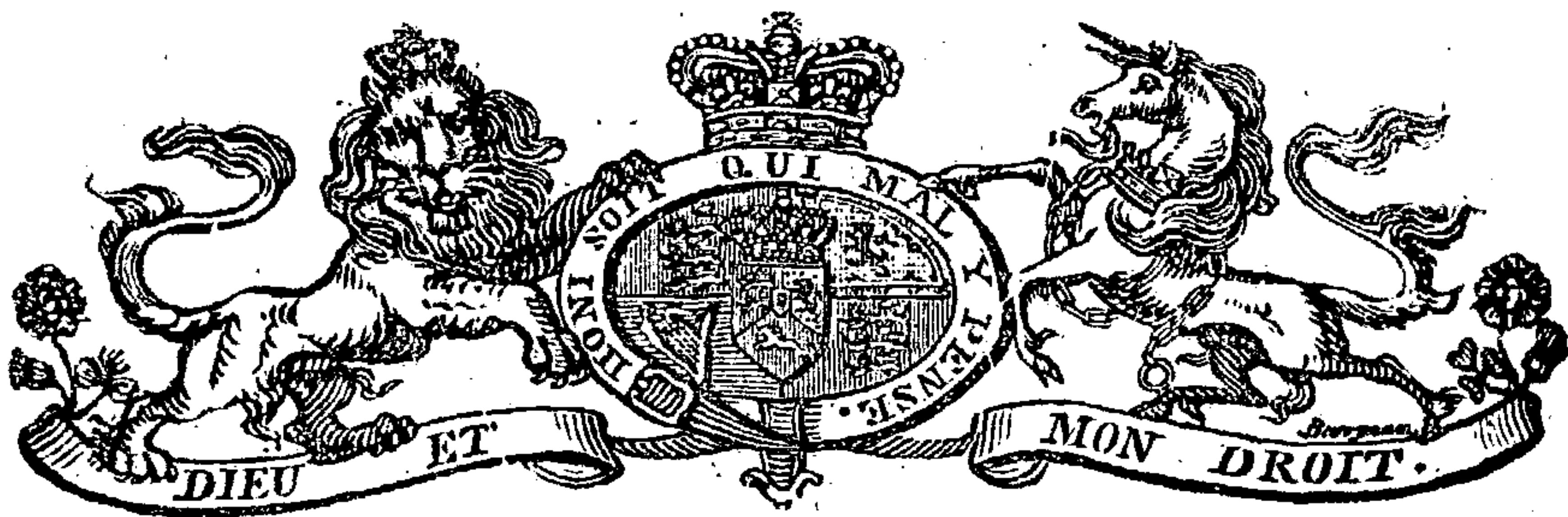




ANNO QUINQUAGESIMO PRIMO

GEORGII III. REGIS.

Cap. 169.

An Act for confirming certain Articles of Agreement entered into between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of *Paddington*, and the Parishes and Streets adjacent, in the County of *Middlesex*.

[15th June 1811.]

WHEREAS an Act was passed in the Thirty-eighth Year of the Reign of His present Majesty, intituled *An Act for confirming and carrying into Execution certain Articles of Agreement made and entered into between Beilby Lord Bishop of London, Thomas Wood Esquire, Sir John Frederick Baronet, and Arthur Stanhope Esquire, Sir John Morshead Baronet, and Dame Elizabeth his Wife, and Robert Thisslethwaite Esquire, and Selina his Wife, and the Company of Proprietors of the Grand Junction Canal, and for other the Purposes therein mentioned*; whereby it is (amongst other Things) enacted, that it should and might be lawful to and for the said Company of Proprietors, their Successors or Assigns, and they were thereby authorized and empowered, to provide and supply with good and wholesome Water, from and out of the Grand Junction Canal, Cuts, and Reservoirs, or any or either of them, as should be found meet and convenient for that Purpose, the Inhabitants

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[*Loc. & Per.*]

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bitants of the several Buildings then erected or to be erected upon the Lands within the Parish of *Paddington*, the Estate of the said Lord Bishop of *London*, and his Assignees, pursuant to the Intent and Meaning of the Agreement therein recited; and that it should and might be lawful to and for the said Company of Proprietors, their Successors or Assigns, by such Ways and Means to provide and supply with good and wholesome Water the Inhabitants of any other Buildings then erected or to be erected within the said Parish of *Paddington*, or the Parishes and Streets adjacent, as might be desirous of contracting with the said Company for the same, on such Terms and Conditions as might from Time to Time be agreed upon between the said Company and any of such Inhabitants; and that the said Company and their Successors should and might from Time to Time have free Liberty, Power, and Authority, without Molestation or Disturbance, by their Servants and Workmen, to lay Pipes from the said Canal, Cuts, or Aqueducts, Works and Reservoirs, then made or to be made by the said Company, under the several Powers and Authorities then already granted to them, in or through any of the Streets, Passages, Roads, Common Grounds, or Places in or about the said Parish of *Paddington*, and the Parts adjacent, as the said Company of Proprietors should from Time to Time think proper, and to use, exercise, and employ all necessary Ways and Means for conveying the said Water to serve and supply the said Inhabitants, and for that end to break up the Pavements and Grounds, and dig and sink, for laying, amending, and repairing the Pipes from Time to Time, and afterwards filling up and making good the same, and taking and carrying away their Rubbish, and making good such Damages as might be occasioned thereby; and that all and every the Fines, Forfeitures, and Penalties which were authorized to be levied and inflicted for destroying or injuring the Works, and the Power of making Bye Laws for the good Management and Regulation thereof, granted to the said Company by virtue of the therein-mentioned Act of the Thirty-third Year of the Reign of His present Majesty, authorizing the said Company to make their Canal from *Braunston* to *Brentford*, and all Provisions, Powers, and Clauses for making Compensation for Damages to any Person or Persons, Bodies Politic or Corporate, who might think themselves aggrieved by any Act, Matter, or Thing to be done by the said Company of Proprietors, under the Authority of the now-reciting Act, should extend to and be applied and enforced for preserving, regulating, and managing the Works to be executed by virtue of the therein-recited Articles of Agreement and the now-reciting Act, and for making such Compensations for Damages as aforesaid in all respects, in such and the like Manner and as fully and effectually to all Intents and Purposes as if the same were repeated and re-enacted in the Body of the now-reciting Act, and as if the said Works had been Part of the Works contained in the said Act of the Thirty-third Year of the Reign of His said Majesty, or as near thereto as the Circumstances of the respective Cases would admit of: And whereas the said Company of Proprietors of the Grand Junction Canal have entered into certain Articles of Agreement with *Samuel Hill*, in the Words following; viz.—Articles of Agreement indented and made this Sixteenth Day of *January* in the Year of our Lord One thousand eight hundred and eleven, between the Company of Proprietors of the Grand Junction Canal of the one Part, and *Samuel Hill* of *Kinderton Lodge* in the Parish of *Middlewich* in the County of *Chester*, Esquire, (on behalf of himself and

and such other Persons as shall become Proprietors of the Undertaking herein-after mentioned,) of the other Part : Whereas in an Act of Parliament passed in the Thirty-eighth Year of the Reign of His present Majesty King *George* the Third, intituled *An Act for confirming and carrying into Execution certain Articles of Agreement made and entered into between Beilby Lord Bishop of London, Thomas Wood Esquire, Sir John Frederick Baronet, and Arthur Stanhope Esquire, Sir John Morshead Baronet, and Dame Elizabeth his Wife, and Robert Thistlethwaite Esquire, and Selina his Wife, and the Company of Proprietors of the Grand Junction Canal, and for other Purposes therein mentioned*; there is contained a Provision that it should and might be lawful to and for the said Company of Proprietors, their Successors and Assigns, to provide and supply with good and wholesome Water, from and out of the Grand Junction Canal, Cuts, and Reservoirs, or any or either of them, as should be found meet and convenient for that Purpose, the Inhabitants of the several Buildings then erected or to be erected upon the Lands within the Parish of *Paddington*, the Estate of the said Lord Bishop of *London* and his Lessees, pursuant to the Intent and Meaning of the Agreement therein recited ; and that it should and might be lawful to and for the said Company of Proprietors, their Successors or Assigns, by such Ways and Means to provide and supply with good and wholesome Water the Inhabitants of any other Buildings then erected or to be erected within the said Parish of *Paddington*, or the Parishes and Streets adjacent, as might be desirous of contracting with the said Company for the same, on such Terms and Conditions as might from Time to Time be agreed upon between the said Company and any of such Inhabitants ; and that the said Company and their Successors should and might from Time to Time have free Liberty, Power, and Authority, without Molestation or Disturbance, by their Servants and Workmen, to lay Pipes from the Canal, Cuts, or Aqueducts, Works and Reservoirs, then made or to be made by the said Company, under the several Powers and Authorities then already granted to them, in or through any of the Streets, Passages, Roads, Common Grounds or Places in or about the said Parish of *Paddington* and the Parts adjacent, as the said Company of Proprietors should from Time to Time think proper, and to use, exercise, and employ all necessary Ways and Means for conveying the said Water to serve and supply the said Inhabitants, and for that end to break up the Pavements and Grounds, and dig and sink, for laying, amending, and repairing the Pipes from Time to Time, and afterwards filling up and making good the same, and taking and carrying away their Rubbish, and making good such Damages as might be occasioned thereby ; and several other Provisions and Restrictions are contained in the said Act of Parliament : And whereas the said Company have contracted and agreed with the said *Samuel Hill*, on behalf of himself and such other Persons as shall become Proprietors of the said Undertaking herein-after mentioned, to grant and execute to him, or to the Company to be established as is herein-after mentioned, a Lease or Leases of the several Powers and Privileges herein-after mentioned, subject to the several Covenants, Provisions, and Regulations herein-after contained : Now these Presents witness, that the said Company of Proprietors, as far as in them lies, do hereby grant to the said *Samuel Hill*, his Executors and Administrators, that it shall and may be lawful to and for him and them, and to all Persons authorized and empowered by him and them,

and

and the said Proprietors for the Time being in the said Undertaking, and the said Company when established, to do all such Acts, and make all such Reservoirs to be supplied from and out of the said Canal, and lay all such Mains and Pipes and other Works, and to use all such other Waters and Waterworks and Aqueducts of the said Company (but subject to the Provisions herein-after contained) as shall be necessary to enable the said *Samuel Hill*, his Executors and Administrators, and any Company of Proprietors to be formed on their Application for that Purpose, to supply with Water all or any of the Inhabitants of the Parishes and Streets which the said Company of Proprietors of the Grand Junction Canal are by the said Act of Parliament authorized or enabled to supply; and that it shall be lawful for the said *Samuel Hill*, his Executors and Administrators, and all other Persons who shall become Proprietors of the Undertaking, their Executors and Administrators, to apply to Parliament for Leave to form a Company, to consist of themselves, or any of them, and of such other Persons as they shall think fit to become Members of a Company for carrying on the said Waterworks; and that the said Company of Proprietors of the Grand Junction Canal do hereby undertake to consent to all such Petitions and other Acts as shall be necessary for the Formation of such new Company, and to enable them to have and exercise (in regard to the said Waterworks) all the Powers and Privileges of the said Company of Proprietors of the Grand Junction Canal, or which they were by the said Act of Parliament herein-before recited authorized to have and exercise; and the said Company of Proprietors of the Grand Junction Canal do hereby, for themselves and their Successors and Assigns, agree with the said *Samuel Hill*, his Executors and Administrators, in Trust for and on behalf of himself and themselves, and every such Person as shall become a Proprietor of the said Undertaking, his Executors and Administrators; First, that the said *Samuel Hill*, his Executors or Administrators, or such new Company to be so formed, and all Persons acting as their Agents, and by them duly authorized, shall be supplied with Water by the said Company of Proprietors, from and out of the said Canal, and the Cut to *Paddington*, and other the Waters in their Power, to the Extent of Fifty-seven thousand seven hundred Tons *per Week*, and also with such other Quantity of Water as the said Company of Proprietors of the Grand Junction Canal can permit to be taken by the said *Samuel Hill*, his Executors or Administrators, or such new Company, without Prejudice to the Navigation of the Grand Junction Canal and Cut therefrom to *Paddington* aforesaid, or either of them; Secondly, that the said Company of Proprietors of the Grand Junction Canal shall, when thereunto requested by the said *Samuel Hill*, his Executors or Administrators, or by the said Company to be so formed, apply to Parliament for an Act to enable them to make the Lease or several Leases herein-after mentioned, and when such Act of Parliament shall have been obtained for the Purpose, then, on Request and at the Costs and Charges of the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, the said Company of Proprietors of the Grand Junction Canal shall grant to the said *Samuel Hill*, his Executors or Administrators, or to the said Company to be so formed, a Lease or Leases of all such Powers, Licences, and Privileges as were granted to the said Company of Proprietors of the Grand Junction Canal, under or by virtue of the said recited Act, so as to enable the said *Samuel Hill*, his Executors or Administrators,

nistrators, or such Company to be formed as aforesaid, to carry the said Undertaking of the Waterworks into Effect, for a Term of Fifty Years, to be computed from the First Day of this instant *January*, at a yearly Rent, to be equal in each Year to One Fourth Part of the gross Amount of the Sum which shall from Time to Time in every Year be reserved payable to the said *Samuel Hill*, his Executors or Administrators, or to the said Company to be so established, as and for the Rent for the Use and Supply of the said Water: And it is hereby expressly agreed and declared by and between the said Parties to these Presents, that in case the said Rent to be payable to the said Company of Proprietors of the Grand Junction Canal shall, at any Time or Times after the first Five Years of the said Term, to be computed from the said First Day of *January*, be less than Six hundred Pounds a Year, or shall, after the End of Ten Years from the same Period, be less than One thousand two hundred Pounds a Year, or shall, after the End of Fifteen Years from the same Time, be less than Two thousand Pounds a Year, then, and in any or either of those Cases, the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, shall, for each and every Year in which there shall be such Deficiency, answer and pay to the said Company of Proprietors of the Grand Junction Canal, or their Successors, the said Rent to be reserved, and also the Amount of such Deficiency of the said Rent, and also, in the Events herein-before mentioned, the additional Sum and Sums of Money which shall become payable to the said Company of Proprietors of the Grand Junction Canal as herein-after mentioned, the same Sum or Sums to be payable and paid to them by equal Half-yearly Payments, on the First Day of *July* and the First Day of *January* in every Year during the said Term, without any Deduction or Abatement on any Account whatsoever, for Taxes or other Outgoings imposed or to be imposed by Authority of Parliament or otherwise howsoever (except in respect of the Income or Property Tax for the Time being), the first Payment of the said Yearly Rent to become due and to be made on the First Day of *July* One thousand eight hundred and twelve, and the first Payment of such additional Sum or Sums of Money to make up such Deficiency to become due and be made on the First Day of *July* in the Year in which there shall be such Deficiency; it being the Intent of the said Parties, that from the First Day of *January* One thousand eight hundred and sixteen to the First Day of *January* One thousand eight hundred and twenty-one, a Rent or Sum not less than the Rent or Sum of Six hundred Pounds, and from the First Day of *January* One thousand eight hundred and twenty-one to the First Day of *January* One thousand eight hundred and twenty-six, a Rent or Sum not less than One thousand two hundred Pounds, and from the First Day of *January* One thousand eight hundred and twenty-six, and thenceforth during the Residue of the said Term, a Rent or Sum not less than Two thousand Pounds, shall be payable and paid by the said *Samuel Hill*, his Executors or Administrators, or the said Company to be so established as aforesaid, to the said Company of Proprietors of the Grand Junction Canal: Thirdly, that the said Company of Proprietors of the Grand Junction Canal shall, at the End of the said Term of Fifty Years, if thereunto requested in Writing by the said *Samuel Hill*, his Executors or Administrators, or by the said intended Company, for the Space of Six Calendar Months or upwards prior to the Expiration of such Lease, and on the Tender, at or before

the End of the said Term of Fifty Years, of a Fine equal to the gross Amount of Two Years Water Rental (calculating that Amount on the Average Water Rental of the Five preceding Years), grant to the said *Samuel Hill*, his Executors or Administrators, or to the said intended Company, a further Lease for a further Term not exceeding Fifty Years, at a yearly Rent to be equal in each Year of every such new Term to One Fourth Part of the Water Rental for the Time being, such Rent not to be less in any Year of the said renewed Term than Two thousand Pounds, or the Deficiency therein to be paid by the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, in the same Manner as is herein-before mentioned; and that the said Company of Proprietors of the Grand Junction Canal, or their Successors, on the like Request, shall and will at the End of the said second Fifty Years, and also from Time to Time for ever at the End of each succeeding Term of Ten Years, grant to the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, or their Successors, a new Lease for the Term of Ten Years, at a yearly Rent equal to One Fourth Part of the Water Rental of such Year of the Term which for the Time being shall be subsisting, and in consideration of a Fine for each Renewal, such Fine to be equal to Two Fifth Parts of the gross Amount of the then Rental, as computed on an Average of the then last preceding Five Years; and that the Right to the second and every subsequent Renewal shall cease and determine with the Expiration of the then current Lease, unless the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, or their Successors, shall, for the Space of Six Calendar Months or upwards prior to the Determination of the then current Lease, give Notice in Writing of his or their Intention to take a Renewal, and shall, before the Expiration of such Notice, tender the Renewal Fine: Fourthly, that the said *Samuel Hill*, his Executors or Administrators, or the said intended Company, or their Successors, shall, on the Expiration of any Year of the said Term of Fifty Years hereby agreed to be granted, or of any renewed Term to be granted pursuant to the Provisions herein-before contained, ending on the First Day of *January*, and on giving Six Calendar Months previous Notice in Writing for that Purpose, and on Payment of all Arrears of Rent then due and unpaid, be at liberty to put an end to the First or any other succeeding Lease, and to discharge themselves from any further Payment of the Rent reserved by the then subsisting Lease, but without Prejudice to any Right of Action which at the Time of such Determination shall have accrued to the said Company of Proprietors of the Grand Junction Canal, by reason of a Breach of any or either of the Covenants or Provisions therein contained: Fifthly, that on the Expiration of the Term hereby agreed to be granted, or at the Expiration of any renewed Term or Terms which shall be granted under the Provisions herein-before contained, or upon Forfeiture, Surrender, or Cession of the Term or Interest and Right of Renewal to be so granted as aforesaid under or by virtue of the Provision or Provisions to be inserted in the Lease or Leases so to be granted as aforesaid, the Mains, Pipes, Works, Reservoirs, Aqueducts, and all Machinery whatsoever then forming Part of the said Waterworks, or used with the same for the Convenience thereof within the Three preceding Years, or others of equal or superior Value, shall become and be the absolute Property of the said Company of Proprietors of the Grand Junction Canal; nevertheless, without Prejudice to the Right of the said *Samuel Hill*, his Executors or Ad-

ministrators, or the said intended Company, to use and enjoy the same until the Expiration or other sooner Determination of the said renewed Term or Terms, without Payment of any Consideration for the same ; and that the said first and each succeeding Lease shall contain all usual and proper Provisions on the Part of the Lessors and Lessees respectively, and in particular a Covenant to renew the subsisting Lease for the Time being, and a Condition that the Term hereby agreed to be granted, and the Right of Renewal, shall be void at Law and in Equity, in case any Part of the Rent shall at any Time be suffered to be in arrear for the Space of Two Years after the same shall have become due, and Payment thereof shall have been lawfully demanded ; and also, that the subsisting Lease and the Right of Renewal shall become void, to all Intents and Purposes, in case the said *Samuel Hill*, his Executors or Administrators, or the said intended Company so to be established, shall sell or dispose of or compromise the Rights, Privileges, or Powers or Authorities vested in him or them by this Agreement, or which shall be vested in him or them by the said Lease, of supplying the said Parishes or Streets, or any of them, or any Part of any of them, with Water, to any other Water Company now existing, or which may hereafter be established for the supplying of Water, or to any Person or Persons whomsoever ; and that every such Lease shall contain a Provision that the Lessees, their Executors, Administrators, Successors, and Assigns, shall be at the Expence of making, forming, completing, and maintaining all the Reservoirs necessary for procuring and collecting the Supply of Water, and furnishing the said Waterworks therewith ; and that the said Company of Proprietors of the Grand Junction Canal shall, at their own Expence, provide all the Land for the same Reservoirs, with proper and convenient Roads to the same ; and also, that the Lessees, their Executors, Administrators, Successors, and Assigns, shall keep and maintain the Reservoirs, Pipes, Machinery, and Waterworks in good Repair for the Purposes for which they are required, and deliver them in good Repair to the Company of Proprietors of the Grand Junction Canal at the End or sooner Determination of the Term to be granted by the First or any succeeding Lease ; and that the Lessees, their Executors, Administrators, Successors, and Assigns, at their own Expence, shall lay down a proper Main from their Works at *Paddington* aforesaid to and along *Oxford Street*, and such other Places as may be necessary to supply the Inhabitants thereof with Water, and erect an Engine or Engines to assist in supplying the same Inhabitants with Water ; and that notwithstanding any of the Stipulations herein-before contained, an Interest at the Rate of Five Pounds *per Centum per Annum* on the Sum to be so expended in making and laying such Main, and making and erecting such Engine or Engines, shall be deducted from the gross annual Water Rentals of the Lessees, before any Division shall be made from the Rents or Fines to be paid to the said Company of Proprietors of the Grand Junction Canal, when such Rent shall from Time to Time exceed the annual Sums of Six hundred Pounds, One thousand two hundred Pounds, and Two thousand Pounds, when and after those Sums respectively shall become payable, but not otherwise ; and also a Covenant that the Lessees, their Executors, Administrators, Successors, and Assigns, shall use the Water only for the Supply of Houses and Manufactories, and for watering the Roads and Streets, and for extinguishing Fires, under the Penalty of Twenty Shillings, as stated Damages for each Ton of Water used for any other Purpose, except such as shall be allowed by the said Company of

of Proprietors of the Grand Junction Canal, and their Successors ; and also a Covenant from the Lessors and their Successors for the Supply of Water, sufficient for the Purposes above mentioned, to the Number of Forty thousand Houses, provided the Supply shall not exceed the Amount of Three million Tons in the Year, or Fifty-seven thousand seven hundred Tons *per Week* ; and also a Covenant to supply as much more as they shall be enabled to supply without Injury to the Navigation of the said Grand Junction Canal or the said Cut therefrom ; and that the Lessors shall from Time to Time, and at all reasonable Times, have a Power to inspect the Works of the Lessees, their Executors, Administrators, Successors, and Assigns, for the Purpose of seeing that the Water shall not be misapplied or wasted ; and also a Covenant that it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, or any Person or Persons authorized by them, Twice in every Year during the said Term, to enter into the Office or Counting House of the said *Samuel Hill*, his Executors or Administrators, or the said Company intended to be established as aforesaid, or other Place or Places in which the Books and Accounts of the said Concern shall be kept, and to inspect, examine, and make Copies of or Extracts from all Books of Accounts, Bills, Receipts, Papers, and Vouchers whatsoever belonging to the said *Samuel Hill*, his Executors or Administrators, or such intended Company, relating to the said Waterworks Concern, for the Purpose of ascertaining the Amount of the Rent, Fines, or Sums of Money which shall become payable to them under the Provisions herein-before contained ; and that all such Books of Account, Bills, Papers, Receipts, and Vouchers shall from Time to Time be produced to the said Company of Proprietors of the Grand Junction Canal, or their Agent, upon Request, accordingly ; and it is hereby also agreed and declared, by and between the said Parties, that such further Covenants, Clauses, Conditions, and Agreements shall be inserted in the Lease or Leases hereby agreed to be granted, as shall be deemed necessary or proper to give full and complete Effect to these Presents, and the Covenants and Provisions herein-before contained ; and that in case any Difference or Doubt shall arise respecting the Nature, the Extent, or the Language of the Covenants and Provisions herein-before mentioned, or any of them, or respecting the Expediency of the Covenants which shall be deemed necessary by either of the contracting Parties to give full Effect to these Presents as aforesaid, and respectively to be inserted in such intended Lease, then such Difference shall, as often as it shall arise, be referred to and decided by Two Persons, One to be fixed on by each Party, and they shall have Liberty to appoint an Umpire in case of Disagreement, and the Decision of such Two Referees or their Umpire shall be absolutely binding on the Parties ; and the said Company of Proprietors of the Grand Junction Canal do hereby, for themselves and their Successors, covenant and agree with the said *Samuel Hill*, his Executors and Administrators, and the said *Samuel Hill* doth hereby, for himself, his Heirs, Executors, and Administrators, and on behalf of himself, his Executors and Administrators, and the said intended Company, covenant and agree with the said Company of Proprietors of the Grand Junction Canal, and their Successors, that the said Company of Proprietors of the Grand Junction Canal, and their Successors, and also the said *Samuel Hill*, his Executors and Administrators, and the said Company (if any) to be established as aforesaid, and their Successors, shall and will, on their respective Parts and Behalves, observe, perform,

perform and keep the several Clauses, Articles, Stipulations, and Agreements herein-before contained, on their respective Parts and Behalves; provided always, that no Water shall be taken from the said Canal or Cut belonging to the said Company of Proprietors of the Grand Junction Canal by the said *Samuel Hill*, his Executors or Administrators, or such intended Company, or their Successors, until a sufficient Quantity of Land for proper Reservoirs shall have been provided by the said Company of Proprietors of the Grand Junction Canal, and until such Reservoirs shall have been made by the said *Samuel Hill*, his Executors or Administrators, or such new Company, without the Consent of the said Company of Proprietors of the Grand Junction Canal, in Writing under their Common Seal, first had and obtained; provided lastly, and the said *Samuel Hill*, his Heirs, Executors, and Administrators, shall be discharged of and from any further Observance of the Provisions and Agreements herein-before contained on his and their Part, when and after the said intended Company shall be duly formed and established, and they shall have entered into Covenants or Stipulations with the said Company of Proprietors of the Grand Junction Canal, to the same or the like Effect as the Covenants, Stipulations, and Agreements herein-before contained on the Part of the said *Samuel Hill*; and lastly, it is hereby mutually agreed, that the Expences attending the Application to be made to Parliament in pursuance of this Agreement, shall be borne and paid, in equal Moieties, by the said Company of Proprietors of the Grand Junction Canal, and the said *Samuel Hill*, his Executors or Administrators, or the said new Company to be established as aforesaid; in witness whereof the said Company of Proprietors of the Grand Junction Canal have hereto affixed their Common Seal, and the said *Samuel Hill* have hereto set his Hand and Seal, the Day and Year first before written: And whereas it would be for the mutual Benefit of the said Company of Proprietors of the Grand Junction Canal, and the said *Samuel Hill*, and the several other Persons herein-after named, and of public Utility, if the said Articles of Agreement between the said Company and *Samuel Hill* were to be carried into Execution (whereby the Waterworks to be made in pursuance thereof might be better and more effectually established), and if the several Powers and Authorities now held by the said Grand Junction Canal Company for executing such Works were to be vested in a new Company of Proprietors; but as such beneficial Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Articles of Agreement so made and entered into as aforesaid between the said Company of Proprietors of the Grand Junction Canal and the said *Samuel Hill*, and every Clause, Matter, and Thing therein contained, shall be and the same is and are hereby absolutely ratified, confirmed, and established, and shall be binding and conclusive on all Persons whomsoever, as fully and effectually as the same would have been if the same had been specifically and severally set forth and enacted in the Body of this Act, subject nevertheless to the Regulations and Restrictions in this Act contained; and that it shall and may be lawful to and for the said Company of Proprietors of the Grand Junction Canal, and they are hereby fully empowered, authorized, and required, to demise, lease, and to farm let, unto the Company of Pro-

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prietors hereby incorporated, their Successors and Assigns, all and singular the Powers and Authorities mentioned and comprized in the said recited Articles of Agreement, and thereby agreed to be demised and leased, to hold for such Term or Number of Years, and with such Renewal, at such Rents, and on the Terms, and subject to the Restrictions, Conditions, Powers, Reservations and Covenants, as in the said Articles of Agreement are particularly mentioned, and also subject to the Regulations and Restrictions in this Act contained.

Proprietors.

II. And be it further enacted, That the said *Samuel Hill, Edmund Dayrell, John Brogden, Charles Pieschell, Francis Freeling, Richard Hill, George Smith, John Smith, Samuel Tate Benyon, Thomas Warre, the Reverend Sir John Head, George Jackson, Abraham Favenc, Thomas Harvey, Nathaniel Wright, Francis Twemlow, Joseph Smith, Henry Wright, Richard Debary, Richard Cowlshaw Sale, George Bridges, the Reverend Rowland Hill, William Mainwaring, George Boulton Mainwaring, Thomas Chatteris, Elizabeth Woodhouse, John Thompson, Thomas Edwards, John Reece, Daniel Hinley, Edward Reece, John Hill, Jane Newton, Sir Daniel Williams, John Thomas, Henry Stokes, Mary Clarke, Elizabeth Benyon, Thomas Hill, William Forssteen, Charles Druce, the Reverend Robert Hill, Thomas Lee, George Jackson, William Coleman, Robert Gwilt, Henry Moore, John Richardson, Thomas Hill Mortimer, J. Lyon, T. W. Kelsby, John Ward, Thomas Merriman, R. M'Cann, M. Jones, T. Richards, Brian Hill, Jackson, Archibald Paris, William Bayley*, and such other Person or Persons, Bodies Politic or Corporate, as they, or the major Part of them present at any General or Special General Assembly to be holden for the Purposes of this Act, shall nominate and appoint, and their several and respective Successors, Executors, Administrators, and Assigns, (being a Proprietor or Proprietors of One or more Share or Shares in the said Undertaking to be executed by this Act,) shall be and they are hereby united into a Company for the making, completing, improving, and maintaining the said Waterworks, Aqueducts, Reservoirs, and other Works necessary for effecting the Purposes of the Agreement hereinbefore mentioned or recited, according to the Rules and Directions hereinafter expressed, and shall for that Purpose, during the Term so agreed to be granted as aforesaid, and any renewed Term or Terms, and for the Space of Three Years after the Determination of the said Term, and any renewed Term or Terms, be One Body Politic and Corporate, by the Name of "The Grand Junction Waterworks Company" and by that Name, and during the Period or respective Periods aforesaid, have Succession, and a Common Seal, and by that Name shall or may sue and be sued.

The Company may raise a Sum of Money among themselves not exceeding 150,000*l*.

III. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors to raise and contribute amongst themselves, in such Proportions as they shall think proper, any Sum or Sums of Money, not exceeding in the whole the Sum of One hundred and fifty thousand Pounds, (except as is herein-after mentioned,) which said Sum of Money shall be laid out and applied, in the first place, in discharging the Expences of obtaining and passing this Act, and of the Plans, Surveys, and Estimates, and other incidental Expences relating thereto, and then for and towards the making, completing, improving, and maintaining the said Reservoirs and Aqueducts, and other

other requisite Works and Conveniences thereto, and for otherwise carrying the several Purposes of this Act into Execution; and the said Sum of One hundred and fifty thousand Pounds shall be divided into Shares of Fifty Pounds each; and such Shares shall be and the same are hereby vested in the several Persons and Bodies Politic, Corporate, or Collegiate, so subscribing and contributing to the same, and their several and respective Executors, Administrators, Successors and Assigns, and to their and every of their proper Use and Benefit, proportionably to the Sums they shall severally raise and contribute; and all Bodies Politic, Corporate, and Collegiate, and all Persons whomsoever, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums of Money as shall be called for and demanded by virtue of this Act for carrying on and completing the said Undertaking, shall be entitled to and receive the entire and net Distribution of an equal proportionable Part, according to the Money so by them respectively paid, of the Profits and Advantages that shall and may arise and accrue by the Rates and other Sums of Money to be raised, recovered, or received by the said Company of Proprietors, by the Authority of this Act; and every Body Politic, Corporate, and Collegiate, and Person having such Property in the said Undertaking as aforesaid, shall bear and pay a proportionable Sum towards carrying on the same, in manner herein-after described.

IV. Provided always, and be it further enacted, That from and after the First Day of *July* next ensuing, no Proprietor shall be deemed qualified to vote who has not possessed his or her Share or Shares, and been entered in the Books of the said Company as the Possessor and Proprietor of such Share and Shares, for the Space of Two Calendar Months; and that no Proprietor who has not possessed his or her Share or Shares for the said Space of Two Calendar Months shall be entitled to vote at any Special or General Meeting of the Proprietors of the said Undertaking, under Pain of forfeiting his or her said Share or Shares to the Use of the said Company.

Proprietors not entitled to vote, unless possessed of their Shares Two Calendar Months.

V. And it is further enacted, That in case it should be found expedient to raise a further Sum of Money for the Purposes of completing and maintaining the said Reservoirs and Aqueducts, and other the Works hereby authorized to be made, and all necessary Charges and Expences relating thereto, then and in such Case it shall and may be lawful to and for the said Company of Proprietors to raise and contribute among themselves, in Manner and Form aforesaid, and in such Shares and Proportions as to them shall seem meet, or to raise by the Admission of new Subscribers, any further or other Sum of Money for completing and perfecting the said Undertaking, not exceeding the Sum of One hundred and fifty thousand Pounds; and every Body Politic, Corporate, or Collegiate, and every Person being a Subscriber towards raising such further or other Sum of Money, shall be a Proprietor in the said Undertaking, and shall have a like Vote by themselves, himself, or herself, in respect of every Two hundred and fifty Pounds of the said additional Sum to be raised (but not exceeding Twelve Votes in the whole), and shall also be liable to such Forfeitures, and stand interested in all the Profits of the said Undertaking in proportion to the Sum they, he, or she shall or may

Power to raise among themselves a further Sum if necessary.

may subscribe thereunto, as generally and extensively to all Intents and Purposes as if such further or other Sum hereby allowed to be subscribed for and raised had originally been Part of the said Sum of One hundred, and fifty thousand Pounds; any thing herein contained to the contrary thereof in anywise notwithstanding.

**Shares may
be sold.**

VI. And be it further enacted, That it shall and may be lawful to and for the several Proprietors of the said Undertaking, his, her, or their respective Executors, Administrators, and Assigns, to sell and dispose of any Share or Shares to which he, she, or they may be entitled therein, subject to the Rules and Conditions herein mentioned; the Conveyance of which Shares shall be in the Form or to the Effect following; *viz.*

Form of Conveyance.

' I *A.B.* in consideration of paid to me by *C.D.*
 ' of do hereby bargain, sell, assign,
 ' and transfer to the said *C.D.* the Sum of Capital
 ' Stock of and in the
 ' being Part [*or the Whole, as the Case may be*] of my Share
 ' [*or Shares*] in the said Undertaking; to hold to the said *C.D.*
 ' Executors, Administrators, and Assigns,
 ' subject to the same Rules, Orders, and Restrictions, and on the same
 ' Conditions that I held the same immediately before the Execution
 ' hereof; and I the said *C.D.* do hereby agree to take and accept the
 ' said Capital Stock or Share, subject to the same Rules, Orders,
 ' Restrictions, and Conditions. As witness our Hands and Seals, the
 ' Day of

And on every such Sale, the said Deed of Conveyance (being executed by the Seller or Sellers, and the Purchaser or Purchasers of such Share or Shares,) shall be kept by the said Purchaser or Purchasers, for his, her, or their Security, after the Clerk to the said Company of Proprietors shall have entered in a proper Book or Books, to be kept for that Purpose, a Memorial of such Transfer and Sale, for the Use of the said Company, and shall have testified or indorsed the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid to the said Clerk; and the said Clerk is hereby required to make such Entry or Memorial accordingly; and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part or Share of the Profits of the said Undertaking, nor any Interest for such Share or Shares paid to him, her, or them, or any Vote in respect thereof, as a Proprietor or Proprietors of the said Undertaking; but upon such Entry being made, such Purchaser shall become entitled to all the Rights, Privileges, and Advantages of a Proprietor in the said Undertaking.

No Share shall be sold after a Call, till the Money is paid.

VII. And be it further enacted, That after any Call of such Money shall have been made by the Directors appointed by virtue of this Act, in manner by this Act directed, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, on Pain of forfeiting his, her, or their respective Share or Shares therein to the said Company of Proprietors, in Trust for the Benefit of the said Company of Proprietors, unless he, she, or they, at the Time of such Sale or Transfer, shall have paid and discharged to the Treasurer of

of the said Company of Proprietors the whole and entire Sum of Money which shall have been called for upon each Share so sold or transferred; such Forfeiture, nevertheless, to be notified and declared at a General or Special General Assembly of the said Company, in manner by this Act directed.

VIII. And whereas in Cases where the original Subscriber or Subscribers of One or more Share or Shares in the said Undertaking shall die, become insolvent or bankrupt, or go out of the Kingdom, or shall transfer his, her, or their Right and Interest to some other Person or Persons, and no Register shall be made of the Transfer thereof with the said Clerk, as directed by this Act, it may not be in the Power of the said Company of Proprietors, or their Treasurer or Clerk, to know who is the Owner or Owners, Proprietor or Proprietors of such Share or Shares, in order to give him, her, or them Notice or Notices of Calls made on such Share or Shares as is hereby required, and to maintain an Action or Actions against him, her, or them for the Recovery of the same, or for the Purpose of safely paying to him, her, or them the Interests or Dividends to which he, she, or they may be entitled by virtue thereof; be it therefore enacted, That in all the Cases aforesaid, where the Right and Property in One or more Share or Shares in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Persons, by any other legal Means than by a Transfer or Conveyance thereof as herein directed, an Affidavit shall be made and sworn to by Two credible Persons before a Master or Masters Extraordinary in Chancery, or before One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit shall be transmitted to the Clerk of the said Company of Proprietors, to the Intent that he may and he is hereby required to enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors in the said Undertaking, to be kept in the Office of the said Clerk; and that in all or any of the said Cases, it shall be lawful for the said Company of Proprietors, at any General Meeting after Three Months Notice shall have been given by the said Treasurer or Clerk to the Proprietor or Proprietors, Person or Persons claiming by such Affidavit to be a Proprietor or Proprietors thereof, in case such Person or Persons shall not have paid his, her, or their Proportion of the Money becoming due and payable by virtue of any Call or Calls as aforesaid, and after Notice thereof shall have been given Three Times, at Intervals of Fourteen Days between each Advertisement, in One or more of the *London* Newspapers, to declare at any General Assembly or Special General Assembly, the same Share or Shares to be forfeited, and in such Case the same shall be and become forfeited, sold, and disposed of in such Manner as the said Company of Proprietors shall direct, or otherwise become consolidated in the General Fund of the said Company.

For ascertaining the Proprietorship of Shares in certain Cases.

IX. And for the better Security of the several Proprietors of the said Undertaking as to their respective Shares therein, be it further enacted, That the said Company of Proprietors shall and they are hereby required to cause the Names and proper Additions of the several Persons who shall then be entitled to the Shares in the said Undertaking, with

Names of Proprietors and Numbers of their Shares to be entered in a Book.

[*Loc. & Per.*]

the Number of the Shares 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 or Books, to be kept by the Clerk to the said Company of Proprietors for that Purpose; and after such Entry, the said Company of Proprietors shall cause a Certificate or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to every such Subscriber upon Demand, specifying the Share or Shares to which he or she is entitled in the said Undertaking, every such Proprietor paying to the said Clerk Two Shillings and Sixpence, and no more, for every such Certificate or Instrument; and such Certificate or Instrument shall be admitted in all Courts whatever as Evidence of the Title of such Subscriber, his or her Executors, Administrators, and Assigns, to the Share or Shares therein specified; but nevertheless 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 in case any such Certificate or Instrument shall become defaced, worn out, or damaged; or shall have been lost or destroyed, then and in every such Case another Certificate or Instrument shall be made out and entered by the said Clerk, on the same Terms and Conditions as aforesaid.

First and
other Assem-
blies.

X. And be it further enacted, That the First General Assembly of the said Company of Proprietors for putting this Act into Execution shall be holden at the *Saint Alban's* Tavern in the City of *Westminster*, upon the First *Thursday* next after the passing of this Act, or as soon after as conveniently may be, between the Hours of Eleven and Twelve in the Forenoon; and all future General Assemblies of the said Company (except such Special General Assemblies as herein-after mentioned) shall be holden upon the First *Thursday* in the Months of *June* and *December* in every Year, between the Hours of Eleven and Twelve in the Forenoon, at such Place or Places as the said Company of Proprietors, at their preceding General Assemblies, shall from Time to Time direct and appoint, of which future General Assemblies Twenty Days previous Notice at the least shall be given by Public Advertisement, to be inserted in One or more of the *London* Newspapers, or in such other Manner as the said Company of Proprietors at their respective General Assemblies shall direct; and at such General Assemblies it shall be the Duty of the Directors of the said Company to report to the Proprietors at large the State of the said Undertaking, and their Proceedings in carrying this Act into Execution, which Report shall be fairly entered into the Books of the Corporation by the Clerk, and a Copy of the same be left at their Head Office, for the Perusal of the Proprietors, who shall have free Access thereto during such Hours as the said Office is usually open.

Court of
Directors.

XI. And be it further enacted, That the said Company of Proprietors shall, at their First General Assembly, or at any Adjournment of the same, nominate and appoint by Ballot Ten Persons of and out of the said Company of Proprietors, to be Directors for conducting the Business of the said Undertaking until the next General Assembly of the said Company, to be holden on the First *Thursday* in the Month of *December* then next ensuing; but no Person shall be capable of being chosen or of acting as such Director, unless he shall hold and be possessed of

Twenty Shares at the least in the said Undertaking: Provided always, that no Person holding any Place, Office, or Employment under the said Company, shall be capable of being chosen or acting as a Director during the Time of his Continuance in such Place, Office, or Employment.

XII. And be it further enacted, That the said Company of Proprietors at their General and Special General Assemblies shall and may appoint a Chairman, and such Chairman shall not only vote as a Proprietor, but in case of an Equality of Votes shall have the decisive or casting Vote. Chairman to be appointed.

XIII. Provided always, and be it further enacted, That the said Ten Directors, so nominated and appointed, or the Person or Persons appointed in their room or stead respectively, by virtue of this Act, shall continue in Office until the First *Thursday* in the Month of *June* One thousand eight hundred and twelve, and on such Day Three of the said Directors shall go out of Office, and cease to be Directors of the said Company; and in order to determine which of the said Directors shall go out of Office, and cease to be Directors of the said Company, the Clerk of the said Company at the General Assembly of the said Company to be holden on that Day (or some Adjournment thereof) shall and he is hereby required to write upon Ten distinct Pieces of Paper, of equal Size, the Name of each of the said Directors, and all such Papers shall be rolled up in the same Form, as near as may be, and be put into a Box or Wheel, and Three of such Papers shall then be drawn out of such Box or Wheel by such Clerk, One by One, and the Three Directors, whose Names shall be upon such Papers respectively so drawn, shall go out of Office, and cease to be Directors of the said Company; and the said Company shall then nominate and appoint Three Members of the said Company, who shall severally be possessed of and entitled to Twenty Shares at the least in the said Undertaking, and such Three Persons so appointed shall continue in Office for the Space of Three Years (except in case of Death, or refusing to act, or ceasing to be qualified in manner by this Act directed) and no longer; and on the First *Thursday* in the next succeeding Month of *June*, Three more of the Directors first nominated and appointed by virtue of this Act as Directors, or the Person or Persons nominated and appointed in his or their room or stead, shall go out of Office, and cease to be Directors of the said Company; and in order to determine which of such Directors shall go out of Office, and cease to be Directors of the said Company, the Clerk of the said Company at the General Assembly of the said Company to be holden on that Day (or at some Adjournment thereof) shall and he is hereby required to write upon Seven distinct Pieces of Paper, of an equal Size, the Name of One of each of such Directors, and all such Papers shall be rolled up in the same Form, as near as may be, and put into a Box or Wheel by such Clerk, and Three of such Papers shall be then drawn out of such Box or Wheel by such Clerk, One by One, and the Directors, whose Names shall be upon such Papers respectively so drawn, shall go out of Office, and cease to be Directors of the said Company; and the said Company shall then nominate and appoint Three Members of the said Company, qualified as aforesaid, to be Directors of the said Company in the room or stead of such Three Directors; and such Three Persons so nominated and Subsequent Appointment of Directors (by the Proprietors) in the room of those going out of Office by Rotation.

and appointed shall continue in Office for the Space of Three Years (except in case of Death, or Refusal to act, or ceasing to be qualified in manner by this Act directed) and no longer; and on the First *Thursday* in the next succeeding Month of *June*, the Four remaining Directors first nominated and appointed by virtue of this Act as Directors, or the Person or Persons nominated or appointed in his or their room or stead, shall go out of Office, and cease to be Directors of the said Company; and the said Company shall, at their General Assembly to be holden on that Day, nominate and appoint such Four Members of the said Company, qualified as aforesaid, to be Directors of the said Company in the room or stead of such Four Directors; and such Four Persons so nominated and appointed shall continue in Office for the Space of Three Years (except in case of Death, or Refusal to act, or ceasing to be qualified in manner by this Act directed) and no longer; and on the First *Thursday* in every succeeding Month of *June* in each and every Year, Three or Four Directors out of the Members of the said Company, qualified as aforesaid, shall be nominated and appointed by the said Company, and such Three or Four Directors shall continue in Office for the Space of Three Years (except in case of Death, or Refusal to act, or ceasing to be qualified in manner by this Act directed) and no longer: Provided always, that it shall and may be lawful to and for the said Company of Proprietors again to nominate and appoint any such Person or Persons so qualified as aforesaid, and going out of Office, to be a Director or Directors of the said Company.

In case Directors not appointed on the Day mentioned, another General Meeting to be held for that Purpose.

XIV. Provided also, and be it further enacted, That in case on any such First *Thursday* in the Month of *June* in any Year, no such Nomination and Appointment of such Three or Four Directors shall be made, then and in every such Case another Meeting of the said Company shall be holden on the *Thursday* following, for the Purpose of making such Election; and in case no such Nomination or Appointment of such Three or Four Directors shall be then made, then and in every such Case another Meeting of the said Company shall be holden on the *Thursday* following, for the Purpose of making such Election, and so *toties quoties* until such Directors shall be chosen; but such Directors shall not continue in Office or be Directors of the said Company for any longer Space of Time than if they had been elected on the said First *Thursday* in the Month of *June* as aforesaid.

Subsequent Appointment of Directors in the room of those who shall die, refuse or become disqualified to act.

XV. And be it further enacted, That in case any Person or Persons nominated and appointed by the said Company as a Director or Directors of the said Company shall die, or refuse to act in the Execution of this Act, or shall not be or shall cease to be entitled to Twenty Shares at least in the said Undertaking, or shall hold any Place, Office, or Employment under the said Company, then and in every such Case it shall and may be lawful to and for the said Company to nominate and appoint at some Assembly of the said Company some Person or Persons, qualified as aforesaid, to be a Director or Directors of the said Company in the room or stead of the Director or Directors so dying, or refusing to act, or ceasing to be so qualified, or holding such Place, Office, or Employment under the said Company; and every Person so nominated and appointed shall have the like Powers and Authorities, and shall be subject to the like Rules, Regulations, and Restrictions, as the Person in whose

whose room or stead he shall be so nominated and appointed, and shall continue in Office as a Director for such Time as and no longer than the Director in whose room or stead he shall be so nominated and appointed would have continued in Office.

XVI. And be it further enacted, That if at any such General Assembly there shall not be Persons present who shall be possessed of or entitled unto Six hundred Shares at the least in the said Undertaking, such General Assembly of the said Company shall not proceed to the Election of such Directors, but shall be adjourned to the next *Thursday*, to be then holden at the same Place, and so from Time to Time until there shall be such Persons present at such General Assembly having such Number of Shares as aforesaid; and of every such adjourned Meeting Six Days' Notice at the least shall be given in One or more of the *London Newspapers*.

General Assemblies for choosing Directors, to consist of 600 Shares.

XVII. And be it further enacted, That the said Company of Proprietors shall have Power and Authority at any such General Assembly to remove and displace any Director nominated and appointed by virtue of this Act, and from Time to Time to nominate and appoint another Person or Persons in his or their room or stead; and it shall and may be lawful to and for the said Company of Proprietors, at any General or Special General Assembly, to order and dispose of the Custody of their Common Seal, and the Use and Application thereof, and to make such Rules, Bye Laws, and Orders for the good Government of the said Company, and their Servants, Agents, and Workmen, and for the Superintendence and Management of the said Undertaking, and from Time to Time to alter and repeal the said Bye Laws, Rules, Orders, and Regulations, or any of them, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons who shall offend against the same, as to such General or Special General Assembly shall seem meet, not exceeding the Sum of Twenty Pounds for any One Offence; and all such Rules, Bye Laws, and Orders, being reduced into Writing, under the Common Seal of the said Company, and printed, shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided that the same be not repugnant to the Laws of that Part of the United Kingdom called *England*, or to the Provisions and Directions in this Act contained, or to any of them; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein directed; and every such General and Special General Assembly shall have Power to call for, audit, and settle all Accounts of Money received, laid out, and disbursed on account of the said Undertaking by the Treasurers, Receivers, or Collectors of any Money for the said Company, and other Officers by them appointed, or by any other Person or Persons whomsoever, employed by or concerned for or under them in and about the said Undertaking, and the Works thereto belonging; and the said Company shall have Power to adjourn themselves from Time to Time, to such Place or Places as shall at any such General or Special General Assemblies be thought proper and convenient.

Powers to General Assemblies.

XVIII. And be it further enacted, That if it shall at any Time appear that for the more effectually putting of this Act into Execution, a
[*Loc. & Per.*]

Assemblies of the Proprietors may Special

be specially
convened.

Special General Assembly of the said Company of Proprietors is necessary to be holden, it shall be lawful for any Twenty of the said Proprietors, possessing in the whole Four hundred Shares in the said Undertaking, to cause Fourteen Days' Notice at least to be given of such Special General Assembly in One or more of the *London* Newspapers, or in such Manner as the said Company of Proprietors shall at any General Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special General Assembly, and the Time when and the Place where the same shall be holden (such Place being where the same shall be directed by the General Assemblies of the said Company, and not elsewhere); and the said Proprietors are hereby authorized to meet pursuant to such Notice; and such of them as shall be present at such Special General Assembly shall proceed to the Execution of the Powers by this Act given to the said Company of Proprietors with respect to such Matters alone as shall be specified in such Notice; and all such Acts, Orders, or Determinations of the Proprietors, or the major Part of them, so met together, at every such Special General Assembly, (provided that the Proprietors present shall be possessed of at least Six hundred Shares in the said Undertaking,) shall be as valid, with respect to the Matters specified in such Notice, as if the same had been done at any stated General Assembly.

Directing
how Proprie-
tors of Shares
shall vote.

XIX. Provided always, and be it enacted, That every Body Politic, Corporate, or Collegiate, and every Person or Persons being a Proprietor or Proprietors of any Share or Shares in the said Joint or Capital Stock, shall be entitled to vote at the several General or Special General Assemblies of the said Company of Proprietors of the Grand Junction Water Works, in respect of such Share or Shares, in the Proportions following; (that is to say,) if a Proprietor of Five Shares, to One such Vote; if a Proprietor of Ten and less than Twenty Shares, to Two such Votes; if a Proprietor of Twenty and less than Thirty-five Shares, to Three such Votes; if a Proprietor of Thirty-five and less than Fifty Shares, to Four such Votes; if a Proprietor of Fifty and less than Seventy Shares, to Five such Votes; if a Proprietor of Seventy and less than One hundred Shares, to Six such Votes; if a Proprietor of One hundred and less than One hundred and forty Shares, to Seven such Votes; if a Proprietor of One hundred and forty and less than Two hundred Shares, to Eight such Votes; and if a Proprietor of Two hundred such Shares, to Nine such Votes; if a Proprietor of Three hundred Shares and less than Four hundred Shares, to Ten such Votes; if a Proprietor of Four hundred Shares, and less than Five hundred Shares, to Eleven such Votes; and if a Proprietor of Five hundred Shares and upwards, to Twelve such Votes; which Vote or Votes may be given by them, him, or her, by their, his, or her Proxies or Proxy, constituted under the Seal of such Body Corporate or Collegiate, or under the Hand of the Proprietor constituting the said Proxy, every such Proxy being a Proprietor in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient, to all Intents and Purposes, as if such Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed, discussed, or considered in any General or Special Assembly of the said Company of Proprietors, or any Adjournment thereof, shall be determined by the Majority of Votes and Proxies then present, in the Proportion before mentioned,

mentioned, provided that the Members present be not possessed of less than Four hundred Shares; provided nevertheless, that no Person shall give or deliver in Proxies for more than Two hundred Shares; and the Appointment of such Proxies may be made according to the Form following; (that is to say,)

I *A. B.* of _____ One of the Proprietors
of the _____ Water Works, do hereby
nominate, constitute, and appoint *C. D.* of _____
to be my Proxy, in my Name and in my Absence to vote or give
my Assent or Dissent to any Business, Matter, or Thing relating to
the said Undertaking, in such Manner as he the said *C. D.* shall think
proper, according to his Opinion and Judgment, for the Benefit of
the said Undertaking, or any thing appertaining thereto. In witness
whereof I have hereto set my Hand and Seal the
Day of _____

XX. Provided always, and be it enacted, That if any Subscriber to the said Undertaking shall be minded and desirous to pay or advance immediately into the Hands of the said Directors, or of the Person they shall appoint to receive the same, the full Amount of his or her Subscription, for such Share or Shares of which he or she may have subscribed, or any Part thereof, not being less than the Sum of Fifty Pounds, without waiting for the said Call or Calls, then and in such Case it shall be lawful for the said Directors to pay the said Subscriber or Subscribers, out of the Funds of the said Company, Interest upon the same at the Rate of Five Pounds *per Centum per Annum* upon the Amount which such Payments or Advance may be over and above the said Calls, and from the Period of the Call immediately preceding such Payment or Advance up to the Period of such subsequent Call respectively, according to the Sum then in advance, and above the Amount of the said Call.

Directors
may allow
Interest to
Proprietors
for Payment
in advance.

XXI. And be it further enacted, That if at any General or Special General Assembly of the said Company of Proprietors, or any Adjournment thereof, any Question or Questions shall arise touching or concerning the Affairs and Concerns of the said Company of Proprietors, or any Matter or Thing relating thereto, such Question or Questions shall, upon the Request of any Proprietor or Proprietors then present, being possessed in his, her, or their own Right of Twenty Shares in the said Undertaking, be determined by Ballot.

Questions at
General As-
semblies to be
determined
by Ballot.

XXII. And be it further enacted, That it shall be lawful for the said Company of Proprietors at any General Assembly to nominate and appoint, under the Common Seal of the said Company, a Treasurer or Treasurers, Engineer or Engineers, Clerk or Clerks, Collector or Collectors, and such other Officers as to them the said Company of Proprietors shall seem proper; and from Time to Time to remove any such Treasurer or Treasurers, Engineer or Engineers, Clerk or Clerks, Collector or Collectors, or other Officers, or any of them, and to nominate and appoint another Person or Persons in his or their room or stead, in manner aforesaid, taking such Security from every such Treasurer, Engineer, Clerk, Collector, or other Officer, for the due Execution of their respective Offices, and granting them such Salary or Compensation, as the said Company of Proprietors shall think proper; and such Clerk or Clerks shall,

Officers of
the Company
to be ap-
pointed.

shall, in a proper Book or Books to be provided by the said Company of Proprietors for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors of or entitled to any Share or Shares therein, and of all Acts, Proceedings, and Transactions of the said Company of Proprietors and Directors respectively; and each of the said Proprietors of the said Undertaking shall and may at all Times have recourse to and peruse and inspect the same, and also the Book or Books to be kept by the chief or other Clerk to the said Company of Proprietors, *gratis*, and may demand and have Copies thereof, or any Part thereof, paying the Sum of Sixpence for every One hundred Words so to be copied; and if any such Clerk or Clerks to the said Company of Proprietors shall refuse to permit any Proprietor or Proprietors so interested as aforesaid to inspect or peruse such Book or Books of Proceeding at all convenient Times and Seasons, or refuse to make any such Copy or Copies at the Rate or Price aforesaid, he shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds.

For appoint-
ing Officers
in case of
Vacancies.

XXIII. And be it further enacted, That it shall and may be lawful to and for the said Directors to suspend or remove any Treasurer, Engineer, Clerk, Collector, or Officer or Servant of the said Company, for any Neglect, Misconduct, or Inability, and to appoint some other Person in their respective Places, and also to fill up the Vacancies that may occur by Death, Resignation, or otherwise; but in case any such new Appointment shall be made by the said Directors, the same shall only continue until the next General or Special General Assembly of the said Proprietors, when the Appointment of such Person shall either be confirmed, or such other fit Person shall be appointed to succeed to such Office, as the said Proprietors at such General or Special General Assembly shall think proper.

Officers, &c.
to account.

XXIV. And be it further enacted, That every such Treasurer, Engineer, Clerk, Collector, and all other Officers and Persons so to be appointed as aforesaid, shall, under their Hands, at such Time and Times and in such Manner as the said Company of Proprietors or their said Directors shall direct, deliver to the said Company of Proprietors, or to the said Directors, or to such Person or Persons as they respectively shall appoint, true and perfect Accounts in Writing of all Matters and Things committed to their Charge by virtue of this Act, and also of all the Monies which shall have been by such Treasurer, Engineer, Clerk, Collector, Officer or Officers, and Person or Persons respectively received by virtue and for the Purposes of this Act, and how much thereof hath been paid and disbursed, and for what Purposes, together with the proper and legal Receipts or Vouchers for such Payments, and shall pay all such Monies as remain in their respective Hands to the said Company of Proprietors or to the said Directors, or to such Person or Persons as they respectively shall appoint; and if any such Treasurer, Engineer, Clerk, Collector, Officer, or Person shall refuse to produce or deliver up such Receipts or Vouchers, or to make Payment as aforesaid, or shall not deliver to the said Company of Proprietors, or to the Directors, or to such Person or Persons as they respectively shall appoint, within Twenty Days after being thereunto requested

requested by the said Company of Proprietors, or by the said Directors, all Books, Papers, and Writings in his or their Custody or Power, relating to the Execution of this Act, or shall refuse or neglect to pay such Monies as upon the Balance of any Account or Accounts shall appear to be in their respective Hands, to the said Company of Proprietors, or to the said Directors, or as they respectively shall direct or appoint, then and in any of the Cases aforesaid the said Company of Proprietors may and are hereby authorized and empowered to bring or cause to be brought any Action or Actions against the Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons so neglecting or refusing as aforesaid, for the Recovery of the Monies that shall be in the Hands of such Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons respectively; or if Complaint shall be made by the said Company of Proprietors, or by the said Directors, or by such Person or Persons as they respectively shall appoint for that Purpose, of any such Refusal or Neglect as aforesaid, to any Two or more of the Justices of the Peace for the County, City, or Place wherein the said Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons so neglecting or refusing shall be or reside, such Justices may and they are hereby authorized and required, by a Warrant or Warrants under their Hands and Seals, to cause the Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons so refusing or neglecting to be brought before them, and upon his, her, or their appearing, or having been summoned and not appearing, without some reasonable and sufficient Excuse, or not being to be found, to hear and determine the Matter in a summary Way; and if upon the Confession of the Party or Parties, or by the Testimony of any credible Witness or Witnesses upon Oath, it shall appear to such Justices that any of the Monies that shall have been collected or raised by virtue of this Act shall be in the Hands of such Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons, such Justices may and are hereby authorized and required, upon Nonpayment thereof, by a Warrant or Warrants under their Hands and Seals to cause such Money to be levied by a Distress and Sale of the Goods and Chattels of such Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons respectively; and if no Goods or Chattels of such Treasurer, Engineer, Clerk, Collector, Officer or Officers, Person or Persons, can be found sufficient to answer and satisfy the said Money and the Charges of making and levying the same, or if such Officer or Officers, Person or Persons, shall still persist in refusing or neglecting to deliver up all such Books, Papers, and Writings as aforesaid, to the said Company of Proprietors, or to the said Directors, or as they respectively shall appoint, then and in any of the Cases aforesaid such Justices shall commit every such Offender to the Common Gaol for such County, City, or Place, there to remain without Bail or Mainprize until he shall give and make a true and perfect Account of Payment as aforesaid, or until he shall compound with the said Company of Proprietors, or with the said Directors, and shall have paid such Composition in such Manner as they respectively shall appoint, and until he shall deliver up such Books, Papers, and Writings as aforesaid, or give Satisfaction in respect thereof to the said Company of Proprietors or to the said Directors: Provided always, that no Treasurer, Engineer, Clerk, Collector, Officer, or Person so committed

for Want of sufficient Distress, shall be confined or detained in Prison by virtue of this Act for any longer Space than Three Calendar Months.

Powers of
Directors.

XXV. And be it further enacted, That no Director shall have more than One Vote at any Meeting of the said Directors, except the Chairman, who, in case of an Equality of Votes upon any Question which may be agitated at any Meeting of the said Directors, shall have the casting Vote; and all the Powers and Authorities hereby vested in or directed to be exercised by the said Ten Directors may be done and exercised by the major Part of them present at their respective Meetings, the whole Number present not being less than Three; and the said Directors shall from Time to Time make Reports of their Proceedings to the said General Assemblies, and, if required, to the said Special General Assemblies of the Proprietors, and shall obey their Orders and Directions; and the said Directors shall (subject nevertheless at all Times to such Orders and Directions as aforesaid) meet at such Times and Places, and shall from Time to Time adjourn themselves to such other Times and Places as they shall think fit; and the said Directors shall and may make Contracts, Agreements, and Bargains with the Workmen, Agents, Undertakers, and other Persons employed or concerned in making, completing, or continuing the Works belonging to the said Undertaking, and all and every Part or Parts thereof; and the said Directors shall (subject nevertheless to the Orders and Directions of such General or Special General Assemblies as aforesaid) have full Power and Authority to direct and manage the Affairs of the said Company of Proprietors; and the said Directors shall, by themselves or the Clerk of the said Company of Proprietors, keep a full and true Account of all Money disbursed and Payments made by the said Directors, and by all and every Person and Persons employed by or under them, and of all and every Sum and Sums of Money which they shall receive on behalf or in respect of the said Undertaking, from any Collector or Collectors or other Officer or Officers, or from any other Person or Persons whomsoever employed in or having any Concerns, Dealings, or Transactions with the said Undertaking, or in or with any Part or Parts thereof, and shall regularly, by themselves or their Clerk aforesaid, write, insert, and enter in a Book or Books to be from Time to Time provided at the Expence of the said Company of Proprietors for that Purpose, Minutes or Copies (as the Case may require) of every such Contract, Bargain, Receipt, and Disbursement, and of all other their Orders and Proceedings, which Book or Books shall be deposited with and kept locked up under the Care and Direction of the said Directors; provided always, that every Proprietor shall have free Access thereto, upon every reasonable Request, for his and her Inspection; and the said Directors shall have Power from Time to Time to make such Call or Calls for Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of or to carry on the same, as the said Directors from Time to Time shall find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Five Pounds upon each Share, and such Calls shall not be made but at the Distance of Thirty Days at least from each other, and Twenty-one Days Notice at the least shall be given of all such Calls as aforesaid, by Advertisements in some Newspaper or Newspapers usually circulated in the City of London,

or in such other Manner as the said Company of Proprietors shall at any General Assembly direct or appoint; provided that it shall not be lawful to make any further Call upon any Proprietor or Proprietors who shall have paid to the said Company, in obedience to the said Calls or otherwise, the full Amount of the Sum or Sums which, by his, her, or their Subscription, he, she, or they had undertaken to pay, for his, her, or their said Share or Shares; and every Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall pay his, her, or their rateable Proportions of the Monies to be called for as aforesaid, to such Person or Persons, and at such Time and Place, as the said Directors shall from Time to Time order and direct; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part of the said Money so called for as aforesaid, at the Time and Place appointed by the said Directors, he, she, or they so neglecting or refusing shall forfeit and pay the Sum of Five Shillings for every Share he, she, or they shall have in the said Undertaking; and if such Person or Persons shall continue to neglect or refuse to pay his, her, or their rateable Call or Calls as aforesaid, for the Space of Three Calendar Months next after the Time so appointed for Payment thereof, then he, she, or they so neglecting or refusing shall forfeit his, her, or their respective Share and Shares in the said Undertaking, and all the Profits and Benefits thereof; all which Shares so forfeited shall be vested in the said Company of Proprietors, in Trust for and for the Benefit of all the rest of the said Proprietors, in proportion to their respective Interests in said Undertaking, or shall, at the Discretion of any of the said General or Special General Assemblies, be publicly sold for the Use of the rest of the said Proprietors whose Shares and Interests shall not have been forfeited as aforesaid; provided nevertheless, that no Advantage shall be taken of the Forfeiture of any Share or Shares until Twenty Days Notice shall be given to or left at the usual or last Place or Places of Abode of the Owner or Owners of such Share or Shares respectively, provided such Place or Places of Abode shall be known to the Clerk to the said Company of Proprietors, nor until the same Share or Shares shall likewise have been declared to be forfeited at some General or Special General Assembly of the said Company of Proprietors.

XXVI. Provided always, and be it enacted, That the respective Persons who have subscribed or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or shall be Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall and they are hereby required to pay the Sum or Sums by them respectively subscribed (or such Parts and Proportions thereof as shall from Time to Time be called for by the Directors of the said Company of Proprietors, by virtue of the Powers and Directions of this Act,) at such Times and Places and in such Manner as shall be directed by the said Directors; and in case any of such Subscribers shall neglect or refuse to pay the same at the Time and Place and in Manner so required for that Purpose, the said Company of Proprietors are hereby empowered to sue for and recover the same in any Court of Law or Equity.

Subscribers
to pay their
Subscrip-
tions.

XXVII. And be it further enacted, That in all Actions brought by the said Company of Proprietors against any Person or Persons who hath

Directing the
Proceeding
in Actions for
or Calls.

or have subscribed, or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company of Proprietors, for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and alledge that the Defendant or Defendants, being an Owner or Owners, Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company of Proprietors in such Sum or Sums of Money as the Call or Calls in arrear shall amount unto, for so much or so many Call or Calls of such or so many Sum or Sums of Money upon such or so many Share or Shares belonging to the said Defendant or Defendants (as the Case may be), whereby an Action hath accrued to the said Company of Proprietors by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant or Defendants at the Time of making such Call or Calls was or were an Owner or Owners, Proprietor or Proprietors of some Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made in pursuance of the Directions in this Act, and that such Notice thereof was given as is directed by this Act; and the said Company of Proprietors shall thereupon be entitled to recover what shall appear due, unless it shall appear that any such Call exceeded the Sum of Five Pounds for every Fifty Pounds, or was made within the Distance of Thirty Days from the last preceding Call, or without Notice given as aforesaid; and after a Judgment shall be given for the said Company of Proprietors in any such Action, Execution shall not be stayed by reason of any Writ of Error brought by the Defendant or Defendants therein, unless such Defendant or Defendants shall, with Two sufficient Sureties, first become bound to the said Company by Recognizance, to be acknowledged in the Court in which such Judgment shall be given, in Double the Sum adjudged to the said Company of Proprietors by such Judgment, to prosecute the said Writ of Error with Effect, and also if the said Judgment be affirmed, or the said Writ of Error be non-prossed, to satisfy and pay the Debt, Damages, and Costs adjudged by the said Judgment, and all Costs and Damages to be awarded for Delay of Execution.

On the Death
of Subscri-
bers, their
Executors
may com-
plete the
Payment of
their Shares.

XXVIII. And be it further enacted, That if any Proprietor or Proprietors of any Share or Shares in the said Undertaking shall die before such Call or Calls shall have been made for the full Sum or Sums to be advanced on any Share or Shares which he, she, or they shall have been possessed of or entitled to, without having made Provision, by Will or otherwise, how and in what Manner such Share or Shares shall be disposed of, and how or by what Means the future Calls in respect thereof shall be paid to the said Company of Proprietors for the Purposes of the said Undertaking; then and in such Case the Executors or Administrators of any such Proprietor or Proprietors so dying, or the Trustee or Trustees, Committee or Committees of any Lunatic or Lunatics, Guardian or Guardians of any Infant or Infants, or of any other Person or Persons entitled to the Estate and Effects of such deceased Proprietor or Proprietors, shall be indemnified against all and every other Person or Persons whomsoever, for or on account of his or her having paid any Sum or Sums of Money, when called for as aforesaid, to complete every such

such Subscription; and if such deceased Proprietor or Proprietors shall not have left Assets sufficient, or in case the Executors or Administrators, Trustee or Trustees, Committee or Committees, Guardian or Guardians, shall refuse or neglect to answer such Calls, the said Company of Proprietors shall be and they are hereby authorized and required to admit any other Person or Persons to be Proprietor or Proprietors of the Share or Shares of such deceased Proprietor or Proprietors, on Condition that he, she, or they so admitted do and shall, on or before such Admission, pay to the Executors or Administrators of such deceased Proprietor or Proprietors, or to the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant or Infants, or to any other Person or Persons who may be entitled to his, her, or their Effects, the full Sum or Sums of Money which shall have been paid by such Proprietor or Proprietors in his, her, or their Life-time by virtue of any Call or Calls, or otherwise, upon such Share or Shares, or such other Sum or Sums of Money as the same can be sold for; and in case no Person or Persons can be found who is or are willing to be admitted on such Condition as aforesaid, then and in such Case such Share or Shares shall be forfeited to and become vested in the rest of the Company of Proprietors of the said Undertaking, in Trust for and for the equal Benefit of all the rest of the said Proprietors, in proportion to their respective Interests in the said Undertaking, and shall be subject to be sold and disposed of in like Manner as other forfeited Shares may be sold and disposed of by virtue of this Act.

XXIX. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, and their Successors, by themselves, their Deputies, Officers, Agents, Servants, Workmen, and Assistants, to have, use, exercise, and enjoy such and the like Powers and Authorities for making, completing, and maintaining Waterworks, Aqueducts, Reservoirs, Waterwheels, Steam Engines and other Engines, Pipes, and other Works necessary for the Purposes of this Act, and for carrying into Effect the said recited Agreement, as are given to and vested in the said Company of Proprietors of the Grand Junction Canal in and by the said recited Act of the Thirty-eighth Year of the Reign of His present Majesty, but no further or greater Powers and Authorities whatsoever; and that the said Company of Proprietors hereby incorporated, and their Successors, shall and may from Time to Time have, use, exercise, and enjoy such and the like Liberty, Power, and Authority, without Molestation or Disturbance, by their Servants and Workmen, to lay Pipes from the said Canal, Cuts, or Aqueducts, Works and Reservoirs, in or through any of the Streets, Passages, Roads, Common Grounds, or Places in or about the said Parish of *Paddington* and the Parishes and Streets adjacent, and to use, exercise, and employ all necessary Ways and Means to convey the said Water to serve and supply the said Inhabitants, and for that end to break up the Pavements and Grounds, and dig and sink for laying, amending, and repairing the Pipes from Time to Time, and afterwards filling up and making good the same, and taking and carrying away their Rubbish, and making good such Damages as may be occasioned thereby, and to put Stopcocks or Plugs or Branches from such Pipes, Trunks, and other Conveniences, in such Places and in such Manner as shall be necessary for the Purposes aforesaid, and from Time to Time to alter

Power to
complete
Waterworks.

[*Loc. & Per.*]

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the Position of and to repair, relay, and maintain such Pipes, Trunks, Stopcocks, and Plugs, and to do all such other Acts, Matters, and Things as are given to or vested in the said Company of Proprietors of the Grand Junction Canal in and by the said recited Act, but no further or greater Liberties, Powers, and Authorities whatsoever, for completing, amending, repairing, improving, and using the Works authorized by this Act to be done and provided, according to the true Intent and Meaning thereof; they the said Company of Proprietors hereby incorporated, their Agents, Deputies, Officers, Workmen, and Servants, doing as little Damage as may be in Execution of the Powers hereby granted to them, and making full Satisfaction for any Damages thereby occasioned.

Lands not
to be taken
without
Consent

XXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors hereby incorporated to take or purchase any Lands, Tenements, or Hereditaments, without the Consent in Writing of the Owners, Proprietors, and Tenants thereof.

Height of
Chimney of
Steam En-
gine.

XXXI. And be it further enacted, That every Furnace to every Boiler of each and every Steam Engine which shall be erected by the said Company of Proprietors within the said Parish of *Paddington*, shall be constructed upon the Principle of consuming its own Smoke, and the Shaft of every Chimney of every such Furnace shall be of the Height of One hundred and thirty Feet at the least from the present Level of the Ground in the South Front of such Engine; and every such Chimney shall also be so constructed that the Smoke issuing therefrom shall not at any one Time exceed the Quantity of Smoke usually issuing from the Chimnies of Twenty-four Fires for domestic Uses; and in case any such Furnace or any such Chimney shall be constructed, erected, or made contrary to the Provisions and Directions in this Act contained, then and in such Case every such Furnace and every such Chimney, and the Steam Engine belonging thereto, shall be deemed and taken to be a common Nuisance, and may be indicted and abated as such; and that no Furnace or Steam Engine shall be erected within a Quarter of a Mile of the *Edgware Road*, without the Consent of *Edward Berkeley Portman Esquire*, his Heirs or Assigns, first had and obtained in Writing.

Restraining
the Projec-
tion of any
Chimney to
the Steam
Engine.

XXXII. Provided also, and be it further enacted, That the Shaft of every Chimney of every Steam Engine which shall be erected by the said Company of Proprietors in a certain new Street in the said Parish of *Paddington*, intended to be called *Grand Junction Street*, shall be Fifty Feet Northward from the North Side of the said Street; and in case any such Shaft shall be constructed, erected, or made contrary to the above Provisions and Directions, and the said Company of Proprietors shall not remove or alter the same within Three Calendar Months after Notice in Writing shall have been delivered to them, or to their Clerk, from the Lord Bishop of *London*, or his Successors, or his Lessee or Lessees, to remove or alter any such Shaft, then and in such Case the said Company of Proprietors shall forfeit and pay the Sum of Fifty Pounds for every Month that any such Shaft shall remain unremoved or unaltered after

after any such Notice shall have been so given as aforesaid, to any Person or Persons who shall sue for the same by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, Wager at Law, or any more than One Imparlance, shall be made.

XXXIII. Provided also, and be it further enacted, That the said Company of Proprietors shall and they are hereby required from Time to Time, and at all Times hereafter, to supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* aforesaid with Water, at the Rate of Ten Pounds *per Centum* at the least below the average Rate which shall be demanded and taken by the said Company, or by any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of Houses of the like Magnitude and Description of any other of the Districts or Streets within the Cities of *London* and *Westminster*. Company to supply the Lessees of the Bishop of *London* with Water at a reduced Rate.

XXXIV. Provided always, and be it further enacted, That the said Company of Proprietors shall not dig or cause to be dug any Well or Wells, or search or bore for or cause to be searched or bored for any Spring or Springs so as in anywise to affect, prejudice, or injure any Conduits or Springs upon the said Estate belonging to the Corporation of *London*, or belonging or which shall belong to the See of the Bishop of *London* at *Paddington* aforesaid, or lay or cause to be laid any Pipe or Pipes across or along any Street or Streets hereafter to be laid out or formed upon the same Estate, which can in anywise prejudice or injure any of the Pipes or Channels communicating with any such Conduits or Springs. Company shall not dig for Wells so as to injure the Conduits on the Bishop of *London*'s Estate.

XXXV. Provided also, and be it further enacted, That the said Company of Proprietors in forming any of their Reservoirs, Basons, or other Works authorized to be made by virtue of this Act, shall not in any Manner alter the present Levels, or stop the Course of certain Streets, intended to be called *London Street*, *Grand Junction Street*, *Conduit Street*, and *Spring Street*, and which are already agreed between the Bishop of *London* and his Lessees, and the said Company of Proprietors of the Grand Junction Canal, to be formed and laid open, or the Levels of the Ground on the North Side of the said Street intended to be called *Grand Junction Street*, nor the Levels of the Ground in the said Streets intended to be called *London Street* and *Conduit Street*. Company in forming Reservoirs not to alter the Level of certain Streets.

XXXVI. And be it further enacted, That such Persons as shall be desirous of having Water from the said Waterworks hereby authorized to be made laid into their Houses, Buildings, or other Premises, may and are hereby authorized and empowered, at their own Expence, having first obtained the Consent in Writing under the Hand of such Person as shall be authorized by the said Company of Proprietors or their Directors to give such Consent, and with the Consent of the Owners of the Premises through which the Pipes shall be conveyed, to open the Ground between the Company's Aqueducts or Main Pipes, and the respective Houses, Buildings, or other Premises of such Inhabitants, and to lay any Leaden or other Pipe or Pipes (the Bore thereof to be ascertained and fixed by the said Company of Proprietors) from such respective Houses, Owners and Inhabitants of Houses, &c. may lay Pipes to those of the Company.
Buildings,

Buildings, or other Premises, to communicate with the said Aqueducts or Main Pipes, such respective Inhabitants paying to the said Company of Proprietors yearly, quarterly, or monthly, such Rate or Rates or Sum or Sums of Money for such Water as shall be mutually agreed upon between them; and in case of default of Payment of any such Rate or Rates, Sum or Sums of Money so to be paid as aforesaid, it shall be lawful for the said Company of Proprietors to cause the Pipe or Pipes belonging to the Person or Persons making such Default, and communicating with the Aqueducts and Main Pipes belonging to the said Company of Proprietors, to be separated from the said Aqueducts or Main Pipes, and to cause the Water to be stopped from issuing or running into the House, Buildings, or other Premises of every Person making such Default; and that the Rate or Rates, Sum or Sums of Money which shall be due or in arrear from such Person or Persons to the said Company of Proprietors, shall and may be recovered by the said Company of Proprietors by Distress and Sale of the Goods and Chattels of the Persons liable to pay the same, and in the same Manner as Rents reserved on common Demises may by Law be recovered; and if any Person shall lay or cause to be laid any Leaden or other Pipes to communicate with any such Aqueduct or Main Pipe belonging to the said Company of Proprietors, without such Consent being obtained as aforesaid, every such Person shall forfeit and pay to the said Company of Proprietors and their Successors any Sum not exceeding Five Shillings for every Day such Pipe shall so remain: Provided always, that all and every such Person or Persons who shall have laid any Leaden Pipe or Pipes as aforesaid shall be at liberty to remove and take away such Pipe and Pipes, and the Cock and Cocks to such Pipe or Pipes belonging.

When
Ground is
broken up for
laying Pipes,
it is to be
filled up again
as soon as
can be, and
fenced in the
meantime.

XXXVII. Provided always, and be it enacted, That when and as often as any Grounds shall or may be opened or broken up, either by the said Company of Proprietors, or by any other Person or Persons, for laying, taking up, or repairing any Aqueduct or Main Pipe, or Communication Pipe, by virtue of this Act, then and in every such Case the said Company of Proprietors, or other Persons respectively, shall fill in or cause to be filled in such Ground, and relay the Pavement in a good and workmanlike Manner, and the Rubbish occasioned by the opening or breaking up of the same to be carried away as soon as conveniently may be; and in the meantime to cause such Ground to be fenced or guarded, so that the same may not be dangerous to Passengers or Cattle: Provided always, that if there shall be any wilful or negligent Delay in the said Company of Proprietors, or in any of the Agents or Servants of the said Company of Proprietors, or in any other such Person or Persons, in taking up or repairing any of the said Aqueducts or Main Pipes, or any of the said Communication Pipes, or in filling in such Ground, or removing the Rubbish thereby occasioned, then and in every such Case the said Company of Proprietors, or such other Persons so offending respectively, shall forfeit and pay any Sum not exceeding Five Pounds.

For preserv-
ing the Water
clear and
wholesome.

XXXVIII. And be it further enacted, That if any Person shall bathe in any Reservoir, Aqueducts, Waterway, Feeder, or Pond, being the Property of the said Company of Proprietors, made, maintained, or supported by virtue of this Act; or wash any Dog or other Animal therein

therein or thereon, or cast any Dog, Cat, or any Filth, Dirt, or other noisome or offensive Thing, or wash or cleanse any Cloth, or any Wool or Leather, or the Skins of Sheep, Lambs, or other Animals, or any noisome or offensive Thing, in any such Reservoir or Aqueducts, Waterway, Feeder, or Pond; or cause or suffer the Water of any Sink, Sewer, or Drain to run or be conveyed within any such Reservoir, Aqueduct, Waterway, Feeder, or Pond; or cause any other Annoyance to be done to the Water contained in any such Reservoir, Aqueduct, Water-way, Feeder, or Pond, whereby or by means whereof the said Water or any Part thereof shall or may be soiled, fouled, or corrupted; then, and in each and in every such Case, every such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

XXXIX. Provided always, and be it further enacted, That if any Person or Persons shall take or use, or cause, permit, or suffer to be taken or used, any Water from or out of any Reservoir, Aqueduct, or Pipe which shall be made or laid by virtue of this Act, without the previous Consent of the said Company of Proprietors; or if any Person or Persons supplied with Water by virtue of this Act shall supply any other Person with any Part of such Water; or if any other Person or Persons shall wilfully let off or cause to run to waste any Water from any such Aqueduct or Pipe; then and in every such Case every Person so offending shall for every such Offence forfeit and pay to the said Company of Proprietors any Sum not exceeding Ten Pounds; and it shall and may be lawful to and for the said Company of Proprietors, if they shall so think fit, to take and cut off the Water so supplied by the said Company of Proprietors from the House, Building, or other Premises of the Person or Persons so offending.

For hindering Persons supplied from supplying others, and for punishing Persons for wilfully letting off the Water.

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

Exceptions.

XLI. And be it further enacted, That it shall and may be lawful to and for an Engineer or any other Person or Persons acting by or under the Authority of the said Company of Proprietors or of their Directors, at all seasonable Times in the Day-time, upon giving Twenty-four Hours previous Notice of his or their Intention, to enter into any House, Building, or other Premises supplied with Water by the said Company of Proprietors, 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 of Proprietors; and if such Engineer or other Person acting by or under the Authority of the said Company of Proprietors or their Directors, shall at any such Time or Times be refused Admittance or Entrance into any such Dwelling

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

[*Loc. & Per.*]

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House

House, Building, or other Premises, for the Purpose of making such Inspection and Examination as aforesaid, or, on being admitted, shall be obstructed in 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 of Proprietors to cut and turn off, or cause to be cut and turned off, the Water supplied by the said Company of Proprietors, from such House, Building, or other Premises.

Cisterns to be provided.

XLII. And, to prevent as much as possible the wilful and negligent Waste of Water, be it further enacted, That each and every Person supplied with Water by the said Company of Proprietors shall, and he, she, or they is and are hereby required to provide a proper Cistern or Cisterns of Lead, Stone, Brick, Wood, or other Materials, to receive and hold such a Quantity of Water as shall be by him, her, or them deemed sufficient for his, her, or their Consumption; and he, she, and they is and are 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 Service Pipe belonging to the said Company of Proprietors, to prevent such Cistern or Cisterns from running to waste when the same shall be full; and in case any Person or Persons supplied with Water from the said Company of Proprietors shall neglect to provide such Cistern or Cisterns, 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 or Cisterns shall be filled as aforesaid, it shall and may be lawful to and for the said Company of Proprietors, or their Directors, or of any Person or Persons acting by virtue of or under Authority of the said Company of Proprietors, to cut 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 or Cisterns, and Ball or Stopcock, shall be provided, and such Ball or Stopcock added in manner aforesaid.

That the Powers vested in the Company by this Act shall not be alienable.

XLIII. And be it further enacted, That it shall not be lawful for the said Company of Proprietors hereby incorporated at any Time hereafter to sell or dispose of any of the Rights, Privileges, Powers, or Authorities vested in them by this Act, for supplying the said Parish of *Paddington*, and Parishes and Streets adjacent, with Water, or any of them, to any other Water Company now existing, or which may hereafter be established for the supplying of Water, or to any Person or Persons whomsoever, but only to take and demand such Sums as shall be reasonable for the Water supplied under the Provisions of this Act.

Requiring the Company to make Fire-plugs in every Street.

XLIV. And be it further enacted, That the said Company of Proprietors hereby incorporated shall, and they are hereby required, upon the carrying into and laying down any Main Pipe in any Square, Street, Passage, or Place, for the supplying the same with Water, to fix and place, or cause to be fixed and placed, at the Time of laying down such Main Pipe, One or more proper and sufficient Fire-plug or Fire-plugs in each Square, Street, Passage, or Place supplied with Water from such Main or Mains, for the Supply of Water for the extinguishing of Fires; and when and so soon as any such Fire-plugs shall be finished, the said Company shall immediately deliver a Key or Keys of such Fire-plug or

Fire-

Fire-plugs at each and every House or Place in the Parish in which such Fire-plug shall be, wherein any Engine shall be kept for the extinguishing of Fires.

XLV. Provided always, and be it further enacted, That no Water Pipe belonging to the said Company of Proprietors hereby incorporated shall be laid down at a less Depth under Ground than Nine Inches under the Bottom of the Pavement in any of the Streets or Places in the said Parish of *Paddington*, and Parishes and Streets adjacent; and that the said Water Company shall be subject and liable to the Payment and Discharge of all Charges and Expences to be incurred by the breaking, taking up, relaying, reinstating, and making good all such Ground and Pavement in any of the said Streets and Places as shall be broken or taken up, either for the Purpose of laying down, or for repairing, relaying, and amending, any Mains, Pipes, Cocks, or Plugs to be made or laid down, or afterwards repaired, relaid, or amended by virtue and in pursuance of this Act.

Directing how the Pipes shall be laid down.

XLVI. And be it further enacted, That in case the several or any of the Insurance Companies established in the Cities of *London* and *Westminster*, or either of them, shall be desirous of, and shall apply to the said Company of Proprietors hereby incorporated for a Key or Keys of the Mains, Plugs, or Services belonging to the said Waterworks, in order that such Key or Keys may be kept by the said Company or Companies so applying, or the Fireman, or other their Men, Officers, or Servants, to the end that thereby in Cases of Fire the Supply of Water from the said Works may the more easily and readily be obtained; and the said Company of Proprietors hereby incorporated shall be bound and obliged to furnish such Key or Keys to such Company or Companies so applying, in order to their being so kept; and in case the said Company of Proprietors hereby incorporated shall refuse such Key or Keys to any Company so applying, they shall forfeit to such Company, to whom such Refusal shall be made, the Sum of Ten Pounds *per Annum*, which Penalty shall and may from Time to Time be recovered by Action, Plaint, or Suit in any Court in *Westminster Hall*.

Requiring the Company to deliver Keys of Pipes, &c. to certain Fire Offices.

XLVII. 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 wantonly or unnecessarily open or cause to be opened any Lock, Gate, Paddle, Valve, or Clough belonging to the said Waterworks; or shall ensnare, angle, or take away Fish out of the same; or if any Person or Persons shall wilfully flush or draw off, or cause to be flushed or drawn off, the Water from any Part of the said Waterworks, or shall leave any of the said Valves or Cloughs open and running belonging to the same, or shall draw or cause to be drawn any Paddles, Valves, or Cloughs in any of the Lock, Stop, or Clew Gates on the said Waterworks, so as to mis-spend or waste the Water thereof, its Courses or Feeders, or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act; every Person offending in any of the Cases aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

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

XLVIII. And

Penalty on destroying Works.

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

Fines and Forfeitures, how to be recovered and applied.

XLIX. And be it further enacted, That all Fines, Penalties, and Forfeitures imposed or inflicted by this Act, or which shall be imposed or inflicted by any Rule, Order, or Bye Law to be made in pursuance thereof, (the Manner of levying and Recovery whereof is not particularly herein directed,) shall, in case of Nonpayment thereof, on the Conviction of the Offender or Offenders respectively, be levied by Distress and Sale of the Goods and Chattels of the Offender or Offenders, by Warrant under the Hand and Seal of any Justice of the Peace for the County, City, or Place wherein the Offence shall be committed, or the Offender shall be or reside, which Warrant such Justice is hereby empowered and required to issue upon the Confession of the Party or Parties, or upon the Evidence of any credible Witness or Witnesses upon Oath (which Oath such Justice is hereby empowered and required to administer); and all Fines, Forfeitures, and Penalties (the Application whereof is not herein particularly directed) shall be paid into the Hands of the Treasurer of the said Company of Proprietors, and shall be applied and disposed of for the Use of the said Company of Proprietors; and the Overplus of the Money raised by such Distress and Sale, after deducting the Fines, Penalties, and Forfeitures, and the Expence of such Distress and Sale, shall be rendered to the Owner of the Goods and Chattels so distrained; and for Want of sufficient Distress, and in case the Fine, Penalty, or Forfeiture shall not be forthwith paid, it shall be lawful for such Justice, by Warrant under his Hand and Seal, to commit such Offender to the Common Gaol or House of Correction, there to remain without Bail or Mainprize for any Term not exceeding Three Calendar Months, unless such Fine, Penalty, or Forfeiture, and all reasonable Charges attending the Recovery thereof, shall be sooner paid and satisfied.

Form of Conviction.

L. And be it further enacted, That in all Cases where any Conviction shall be had for any Offence or Offences committed against this Act, or against any Order of Sessions, or against any Bye Law, Rule, Order, or Regulation made in pursuance of this Act, the Form of Conviction shall be in the Words or to the Effect following; (that is to say),

‘ **B**E it remembered, That on this Day of
‘ in the Year of the Reign of
‘ *A. B.* is convicted before His Majesty’s Justices of the
‘ Peace for the of having [*as the*
‘ *Case may be*]; and I [*or we*] the said do adjudge
‘ him [*her or them*] to forfeit and pay for the same the Sum of
‘ Given under my Hand and Seal, [*or our Hands and Seals,*]
‘ the Day and Year aforesaid.’

LI. And

LI. And be it further enacted, That if any Person or Persons shall think himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company of Proprietors or Directors, or by any Order, Judgment, or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, then and in every such Case such Person or Persons may, within Three 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 or for the County, City, or Place in which the Cause of Appeal shall arise, (first giving Fourteen Days Notice of such Appeal to the Person or Persons 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 County, City, 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 Special 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 County, City, 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 Penalty to be returned which shall have been levied in pursuance of such Rule, Bye Law, 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.

Power of
Appeal.

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

Proceedings
not to be
quashed or
removed by
Certiorari.

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

Distress not
unlawful for
Want of
Form.

LIV. Provided always, and be it enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act, unless Notice in Writing shall have been given to the Defendant or Defendants, and left at his, her, or their last or usual Place of Abode, Twenty-one Days before such

Plaintiffs not
to recover
without No-
tice, or after
Tender of
Amends.

[*Loc. & Per.*]

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Action

Action shall be commenced, of such intended Action, signed by the Attorney for the Plaintiff or Plaintiffs, specifying the Cause of Action; nor shall the Plaintiff or Plaintiffs recover in such Action if Tender of sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney, by or on behalf of the Defendant or Defendants, before such Action brought; and in case no such Tender shall have been made, it shall and may be lawful to and for the Defendant or Defendants 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, she, or they shall think fit, whereupon such Proceedings, Order, and Judgment shall be had, made, and given by and in such Suit, as in other Actions where the Defendant is allowed to pay Money into Court.

In Actions
against the
Company,
Process may
be served on
the Chief
Clerk.

LV. And be it further enacted, That in all Actions that shall or may be brought against the said Company of Proprietors, it shall and may be sufficient for the Plaintiff or Plaintiffs to serve or cause to be served the original Process in every such Action on the Chief Clerk of the said Company.

Limitation
of Actions.

LVI. And be it further enacted, That if any Action or Suit shall be brought or commenced against the said Company hereby incorporated, or any Person or Persons, for any thing done in 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 Continuation of Damages, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards, shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise, and not elsewhere; and the Defendant or Defendants in such Action or Suit shall or 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 or Place than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; or if the Plaintiff or Plaintiffs shall become Nonsuit, or suffer a Discontinuance of his, her, or their Action or Suit, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Double Costs, and shall have such Remedy for the same as any Defendant hath for Costs of Suit in other Cases by Law.

Saving Rights
of the Com-
missioners of
Sewers for
Westminster,
&c.

LVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, and Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been made.

LVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to hinder or obstruct the Company commonly called the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London*, or the Mayor, Citizens, and Commonalty of the City of *London*, or their Lessees or Assignees, or the Governor and Company of Undertakers for raising *Thames* Water in *York Buildings*, or the Governor and Company of *Chelsea* Waterworks, or the Company of Proprietors of the *West Middlesex* Waterworks, or any other Proprietors or Undertakers of any Waterworks whatsoever, or any or either of them, from holding, using, exercising, or enjoying all such lawful Rights, Titles, Estates, Interests, Privileges, Powers, and Advantages whatsoever, which they or any of them now have, or at any Time hereafter shall or may have or be entitled to.

Saving Rights
of the New
River, York
Buildings,
and Chelsea,
and West
Middlesex
Waterworks
Companies.

LIX. 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 Justices, and others, without being specially pleaded. Public Act.

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