



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. xcix.

An Act to enable the *Reading Waterworks Company* to extend their Works; and for explaining and enlarging the Powers of the Act relating to such Company. [21st August 1835.]

WHEREAS by an Act passed in the Seventh Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for the better and more effectually supplying with Water the Inhabitants of the several Parishes of Saint Mary, Saint Lawrence, and Saint Giles, Reading, in the County of Berks*, several Persons were incorporated by the Name of “*The Reading Waterworks Company*,” for the Purposes and with the Powers and Privileges therein mentioned: And whereas the Works by the said Act authorized to be executed have been completed and perfected: And whereas a constant and better Supply of Water for domestic and other Purposes would be of great Advantage to the Inhabitants of the Parishes herein-before mentioned, and it is expedient that the Works now belonging to the said Company should be extended, and that additional Works should be constructed by such Company, in order to furnish such Supply of Water to the said Inhabitants: And whereas it is expedient that some of the Powers and Provisions contained in the Act herein-before recited should be altered, explained, and confirmed, or amended and enlarged, and that further Powers should be granted to the said Company: And whereas the several Purposes aforesaid 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

7 G. 4. c. 33.

[Local.]

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Spiritual

Powers of recited Act extended to this Act.

Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Act, (except such of them or such Parts thereof as are by this Act expressly repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and shall operate and be in force in respect to the Objects and Purposes hereof, as fully and effectually, to all Intents and Purposes whatsoever, as the same are in and by the said recited Act made available for the Purposes thereof, and as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Construction of certain Terms in recited Act and this Act.

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

Company empowered to construct additional Waterworks.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to construct and maintain all such additional Waterworks and other Works and Conveniences as they shall think proper, in the Situations, and upon, through, over, or under the Lands delineated on the Plan and described in the Book of Reference relating to the said Waterworks deposited with the Clerk of the Peace for the County of *Berks*, as herein-after more particularly mentioned, and to supply with Water by means of such Waterworks the Limits of the said recited Act and of this Act, from certain Springs, Reservoirs, and Watercourses at or near a certain Field in the Hamlet of *Whitley* marked 21 on the said Plan, and also from the River *Kennet* at or near a Road or Lane called *Katesgrove Lane*, in the Parish of *Saint Giles* and Borough of *Reading*, and also from such Springs, Watercourses, and other Sources of Water as may be found in constructing the said additional Waterworks and other Works by this Act authorized.

For the Protection of Francis Cholmeley and James Wheble Esquires, and of the Proprietors of the Kennet Navigation.

IV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize the said Company to take or use any of the Lands delineated upon the said Plan in the Parish of *Sonning* belonging to *Francis Cholmeley* or *James Wheble* Esquires, or either of them, or to lay any Mains or Pipes through or into the same, for the Purposes of the said recited Act or this Act, or to draw or take any Water for the Supply of any of the Works by the said recited Act or this Act authorized to be made from any Springs, Streams, Reservoirs, or Watercourses belonging to the said *Francis Cholmeley* or *James Wheble*,

Wheble, or either of them, without the Consent in Writing of the said *Francis Cholmeley* and *James Wheble* respectively, or their respective Heirs or Assigns, first had and obtained: Provided also, that the said Company shall not have the Power to take Water from the said River *Kennet* at or near *Katesgrove Lane* aforesaid except when the Water from the said River shall be running to waste over any Sill or through any Lock, Waste-gate, Hatch, or Cut belonging to the Proprietors of the River *Kennet* Navigation, or over or through any other Sill, Lock, Waste-gate, Hatch, or Cut whatsoever below the Spot whence it is intended to take Water from the said River *Kennet* as shown on the Map deposited with the Clerk of the Peace for the County of *Berks* (customary and usual Leakage always excepted).

V. And whereas a Plan describing the Situation of the intended additional Reservoirs and Aqueducts, and the Lands upon, in, or through which the same respectively are intended to be made or carried, together with a Book of Reference containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, has been deposited with the Clerk of the Peace for the County of *Berks*; be it therefore enacted, That the said Plan and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and make Extracts from and Copies of the said Plan and Book of Reference respectively, paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plan and Book of Reference, or true Copies thereof respectively, or so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Plan and Book of Reference to remain in Custody of the Clerk of the Peace.

VI. Provided always, and be it further enacted, That it shall be lawful for the said Company to construct the said Reservoirs, Aqueducts, and other Works in the Situation, and in the Line or Course, and upon, in, or through the Lands delineated on the said Plan, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Book of Reference to the said Plan, if (in the Event of Dispute about the same) it shall appear to any Two or more Justices of the Peace for the County or Place in which the Lands so omitted, mis-stated, or erroneously described may lie, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence; and every Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace of the County or Place for which such Justice shall so act.

Unintentional Errors in Act or Plan or Book of Reference not to prevent Execution of the Act.

VII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage for the Purposes of this Act any House or Building which was erected on or before the Thirtieth Day of *November* last, or any Land which was then set apart and used as and for a Garden or Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue

Houses and Gardens not to be used without Consent unless specified in the Schedule.

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to a House, or any inclosed Ground planted as an Ornament or Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, without the previous Consent in Writing of the Owner and Occupier thereof.

Company
empowered
to deviate
from the Plan
to the Extent
of 100 Yards.

VIII. And be it further enacted, That the said Company in making the several Works by this Act authorized shall have full Power and Authority to deviate from the Lines and Situations of such respective Works as delineated on the Plan deposited with the Clerk of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Lines or Situations so delineated on the said Plan, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence shall be certified in the Manner herein-before provided in Cases of unintentional Errors in the said Book of Reference.

Company
empowered
to purchase
Ten addi-
tional Acres
from inca-
pacitated
Persons.

IX. And whereas it may facilitate the Execution of this Act if the said Company are empowered to purchase additional Lands not exceeding Ten Statute Acres, with or without any Messuages or other Buildings thereon, for the Purpose of making or extending any of their Reservoirs or other Works; be it therefore further enacted, That it shall and may be lawful for the said Company and they are hereby authorized and empowered to contract with any Person or Persons, Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, who shall be willing to sell the same, for the Purchase of any Parcel or Parcels of Land, and also any Messuages, Buildings, or Hereditaments, (not exceeding in the whole Ten Acres,) which the said Company shall judge requisite or expedient for rendering the Work or Works hereby and by the said recited Act authorized more useful or convenient to the Public; and it shall be lawful for all Bodies Politic, Corporate, and Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and all other Persons whomsoever, (in case they, he, or she shall be willing and desirous so to do,) to sell and grant or convey to the said Company and their Successors, for such Purposes or any of them, any Parcel or Parcels of Land, and any Messuages, Buildings, and Hereditaments whatsoever, for the Purposes last aforesaid or any of them, in the same Manner as is herein-before and in the said recited Act directed concerning Lands, Messuages, Buildings, and Hereditaments herein-before and in the said recited Act authorized to be taken or used.

X. And be it further enacted, That in case the said Company shall by virtue of the Powers and Provisions of this Act purchase the aforesaid Ten Statute Acres of Land, or any Part thereof, of or from any Person or Persons, Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustees or Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or for Terms of Years or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict or other Settlement, or any other Person or Persons being under legal Disability or Incapacity, and in case the said Company shall afterwards sell or convey the Whole or any Part of such Land, then it shall not be lawful for the same or any other Body Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, Trustees or Feoffees in Trust, Executors, Administrators, Husbands, Guardians, or Committees of or for Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or for Terms of Years or in Tail, or Persons to whom or for whose Benefit Lands are limited in strict or other Settlement, or any other Person or Persons being under legal Disability or Incapacity, to sell to the said Company, any other Lands in lieu or instead of those so sold by the said Company, or any Part thereof.

Restricting Quantity of Land to be purchased from incapacitated Persons.

XI. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and pay for the Lands which they are by this Act empowered to take or use, or so much thereof as shall be by them deemed necessary for constructing the several additional Works by this Act authorized, then and from thenceforth the Powers which are hereby granted to them for the compulsory taking or using of such Lands shall cease and be utterly void.

If Land not contracted for in Two Years, Powers of purchasing to cease.

XII. And be it further enacted, That in case the several new Works by this Act authorized to be made shall not respectively have been completed within the Space of Four Years, to be computed from the passing of this Act, then, from and after the Expiration of the said Term of Four Years, all the Powers, Authorities, and Privileges by this Act given to or conferred upon the said Company for making such new Works shall cease and determine, save only and except as to so much thereof respectively as shall have been declared and certified to have been completed within the said Term of Four Years by the Justices of the Peace for the said County of *Berks* assembled at any General or Quarter Sessions of the Peace to be holden in and for the said County within One Year next after the Expiration of the said Term, upon the Evidence of some Witness to be examined before them upon Oath for that Purpose.

If Works authorized by this Act are not completed within Four Years, the Powers of this and recited Act to cease, except as to such Parts as shall be then completed.

XIII. And whereas the present Supply of Water for the Purposes of the Engines and Works of the said Company is liable to be reduced when *Saint Giles's Mills*, in the recited Act mentioned, and the Lock called the *Tann Lock*, thereunto belonging, or either of them, are or is out of Repair; be it therefore further enacted, That at all Times hereafter, and from Time to Time when the Water at the said Mills or at the said Lock shall run to waste by reason of the same Mills or Lock or the Waste or Sluice Gates thereof being out of repair, so as to diminish the necessary Supply of Water to the said Engines or Works, and the Owners or

Power to raise Sluices when Mills are out of repair.

Occupiers of the said Mills shall neglect or fail to repair the said Mills and Lock, and the Waste Gates and Sluices thereof, for the Space of Fourteen Days next after Notice from the said Company requiring them so to do, then and in such Case, when and as often as it shall so happen, it shall and may be lawful for the said Company, their Servants, Agents, and Workmen, and they are hereby authorized and empowered, to raise the Sluice or Gate by and through which the Works of the said Company are supplied with Water to such Height as they may think proper during such Time and Times as the said Lock, Waste Gates, and Sluices shall be so out of repair; any thing in the said recited Act contained to the contrary thereof in anywise notwithstanding.

Repeal of Clause in former Act for preventing any Alteration in the present Depth of the Water Pipes from the surface Level.

XIV. And be it further enacted, That so much of the said recited Act as enacts, "that if at any Time hereafter the Ground over any Pipe or Pipes laid down or belonging to the said Company shall be removed so as to lessen the Depth thereof, the Trustees, Commissioners, Surveyor or Surveyors, Person or Persons, so removing or causing the same to be removed, shall relay so much of the said Pipe or Pipes as shall be necessary to replace them at the Depth of Twenty Inches below the Surface of the Ground, to be measured from the upper Surface of such Pipe; and in case such Trustees, Commissioners, Surveyor or Surveyors, or Person or Persons, shall neglect or refuse to relay the same for the Space of Fourteen Days next after they or he shall be thereto requested, then and in such Case the said Company may replace the same, and the Expence thereof shall be charged to and payable by the Party or Parties by whom the said Alteration in the Ground was effected, and the Amount thereof may be recovered by the said Company by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, in any of His Majesty's Courts of Record at *Westminster*, or by Distress and Sale of the Goods and Chattels of the Person or Persons liable to pay the same, together with the Charges of such Distress and Sale in manner herein directed," shall be and the same is hereby repealed.

If the Ground is altered, Pipes to be relaid at the Depth of 20 Inches.

XV. And be it further enacted, That if at any Time hereafter the Ground over any Pipe or Pipes laid down or belonging to the said Company shall be removed, added to, or altered, so as to lessen or increase the Depth of the said Pipes from the surface Level, the Trustees, Commissioners, Surveyor or Surveyors, Person or Persons, so removing, adding to, or in any way altering or causing the same to be removed, added to, or altered, shall relay the said Pipe or Pipes at the Depth of Twenty Inches below the Surface of the Ground, to be measured from the upper Surface of such Pipe, or as near thereto as may be; and in case such Trustees, Commissioners, Surveyor or Surveyors, or Person or Persons shall neglect or refuse to relay the same for the Space of Fourteen Days next after they or he shall be thereto requested, then and in such Case the said Company may relay the said Pipe or Pipes, and the Expence thereof shall be charged to and payable by the Party or Parties by whom the said Alteration in the Ground was effected; and the Amount thereof may be recovered by the said Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or by Information before any of His Majesty's Justices of the Peace for the said County of *Berks*.

XVI. And

XVI. And whereas by the said recited Act the said Company are authorized and empowered to cut off the Supply of Water in certain Cases therein mentioned ; be it therefore enacted, That in all Cases where by the said recited Act the said Company have Power to cause any Pipes, Drains, and Aqueducts communicating with any of the Reservoirs, Pipes, and Aqueducts of the said Company to be separated therefrom, it shall be lawful for the said Company to cause such Pipes, Drains, and Aqueducts so communicating as aforesaid to be separated from the Reservoirs, Aqueducts, and Pipes of the said Company, and the Water to be stopped from issuing and running therefrom into such Pipes, Drains, or Aqueducts so authorized to be separated, notwithstanding such Pipes, Drains, or Aqueducts shall supply several Messuages, Cottages, Dwelling Houses, or Tenements in the Occupations of several Persons.

Extending the Power to cut off Supply of Water

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

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

XVIII. And be it further enacted, That so much of the said recited Act as enacts, " that whenever any Water shall be observed escaping and running waste through the Ground of the Road, Highways, Passages, Courts, or other Places, the said Company shall cause the Ground to be opened, and if it shall appear that such Water proceeds from the Cock or Pipe of the said Company, then and in that Case the said Company shall cause such Cock or Pipe to be amended and rectified as soon as may be, and if such Escape of Water shall appear to proceed from the Communication Pipe or the Ferrel thereof supplying the neighbouring House or Premises, then Notice thereof shall be given by the said Company, their Turncock or Agent, to the Owner or Owners, Occupier or Occupiers thereof, who shall thereupon pay to the said Company the Sum of One Shilling for opening the Ground as aforesaid ; and in case of Refusal the same shall be added to the Rent thereafter to become payable by such Owner or Owners, Occupier or Occupiers, and shall be recovered in such Manner and Form as such Rent or Rents are hereby authorized to be recovered," shall be and the same is hereby repealed.

Repeal of Remedy in former Act in case of Escape of Water.

XIX. And be it further enacted, That whenever any Water shall be observed escaping and running waste through the Ground of any Roads, Highways, Passages, Courts, or other Places, the said Company shall cause the Ground to be opened, and if it shall appear that such Water

Remedy in case of Escape of Water.

proceeds

proceeds from the Cock or Pipe of the said Company, then and in that Case the said Company shall cause such Cock or Pipe to be amended and rectified as soon as may be; and if such Escape of Water shall appear to proceed from the Communication Pipe or the Ferrel thereof supplying the neighbouring House or Premises, then Notice thereof shall be given by the said Company, their Turncock or Agent, to the Owner or Owners, Occupier or Occupiers thereof, who shall thereupon amend and rectify the same forthwith; and in case such Owner or Owners, Occupier or Occupiers shall refuse or neglect to amend and rectify the same for the Space of Twenty-four Hours next after such Notice, the said Company shall and may cause such Cock or Pipe to be amended and rectified, and the Owner or Owners, Occupier or Occupiers shall be liable to pay to the said Company the Sum and Sums of Money by them expended in and about the same, and shall also pay to the said Company the Sum of One Shilling for opening the Ground as aforesaid; and in case of Refusal to pay the same respectively the same shall be added to the Rent thereafter to become payable by such Owner or Owners, Occupier or Occupiers, and shall be recovered in such Manner and Form as such Rent or Rents are hereby authorized to be recovered.

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

XX. And be it further enacted, That all Pipes which shall hereafter be laid or used for the Conveyance of Gas within the Limits of the said recited Act or of this Act shall be laid at the greatest practicable Distance (and whenever the Width of the Carriageway will allow thereof such Pipes shall be laid at the Distance of Four Feet) from the nearest Part of any Pipe already laid down or which hereafter may be laid down by the said Company for the Conveyance of Water within the said Limits, except in any Case in which it may be unavoidably necessary to lay any Gas Pipe across any such Water Pipe, in which Case the said Gas Pipe shall be laid over or under such Water Pipe (as the Case may require) at the greatest practicable Distance therefrom, and shall therewith form a Right Angle, or as nearly such as may be practicable; and in such Case the Gas Pipe so crossing the Water Pipe shall be at least Nine Feet in Length, and be so placed that no Joint of any such Gas Pipe shall be nearer to any Part of such Water Pipe than Four Feet; and in laying down the said Gas Pipes the Person to whom they shall belong shall in no Case join Two or more Gas Pipes together previously to their being laid in the Trench, but shall lay each Pipe as near as may be in the Trench, and shall in such Trench properly form the Jointing of such Pipe with the other Pipes connected therewith with proper and sufficient Materials, and shall also make and keep all such Pipes, and all Pipes connected or communicating therewith, and all the Screws, Joints, or Openings therein, respectively Air-tight, so as to prevent the said Gas from escaping therefrom, on pain of forfeiting and paying the Sum of Five Pounds for every such Offence.

Penalties on permitting the Escape of Gas.

XXI. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which are or shall be laid down or set up by any Person supplying Gas within the Limits of this Act, such Person shall, at his own Expence, immediately after receiving Notice by Parole or in Writing of any such Escape of Gas from any Person whomsoever, cause the most speedy and effectual Measures to be taken to prevent such Gas from further escaping; and in case such Person shall not within Twenty-four Hours next after such Notice as aforesaid being given effectually

effectually prevent the Gas from further escaping, and wholly and satisfactorily remove the Cause of Complaint, such Person shall for every such Offence forfeit and pay the Sum of Five Pounds for each Day after the Expiration of the Term of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid; which said Penalty shall be recoverable in a summary Way on the Oath of some credible Witness before some Justice of the Peace for the County or Place in which the Pipe wherefrom the Gas shall so escape shall be, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of such Person by the Warrant of any Justice of the Peace as aforesaid, to be granted in like Manner and subject to the like Provisions as herein directed touching other Penalties.

XXII. Provided always, and be it further enacted, That if any Person making or supplying Gas within the Limits of this Act shall at any Time empty or shall permit to flow any Washing or other Waste Liquid, or any noisome or offensive Liquid, Substance, or Thing whatsoever, which shall be produced in making or procuring Gas, into any River, Brook, or Running Stream, Canal, Reservoir, or Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or shall do any other Act whereby the Water contained in any such River, Brook, or Running Stream, Canal, Reservoir, Aqueduct, Waterway, Feeder, Pond, or Springhead, Well, Drain, Sewer, or Ditch, shall be fouled or corrupted, the Person so offending shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, Suit, or Information, wherein no Essoign, Protection, Privilege, or Wager of Law, nor more than One Imparlanche, shall be allowed; and the whole of such Penalty shall be paid to the Party who shall inform or sue for the same: Provided always, that no such Penalty shall be recoverable unless the same shall be sued for within Six Calendar Months from the Time that such Act shall have ceased and determined: Provided also, that in addition to the said Penalty of Two hundred Pounds, and whether such Penalty shall or shall not have been recovered, in case any of the said Washings or other Waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained or emptied or suffered to flow in manner aforesaid, into any River, Brook, or Running Stream, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, Springhead, or Well, or into any Drain, Sewer, or Ditch communicating therewith, or any such other Act shall be done as aforesaid, and Notice in Writing shall be given by any Person whomsoever to the Person to whom such Gas Works belong, and such Person shall not within Twenty-four Hours after such Notice given prevent such Washings, Waste Liquids, or other noisome or offensive Liquids, Substances, or Things, from being drained or emptied or from flowing, and every such other Act from being continued as aforesaid, such Person shall forfeit and pay the Sum of Twenty Pounds for each Day during which such Washings, Waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be so drained or emptied or suffered to flow, or such other Act shall be done as aforesaid; and the Amount of such last-mentioned Penalty shall and may be recovered and

Penalty on conveying Washings into Rivers, Streams, &c.

levied in the same Manner as any other Penalty may by this Act be recovered and levied, and shall be paid to the Informer, or to the Party who in the Judgment of the Justice before whom the Conviction shall take place shall have sustained any Annoyance, Injury, or Damage by any of the Causes herein-before mentioned.

For preventing the Contamination of Water.

XXIII. And be it further enacted, That whenever the Water of the said Company shall be contaminated or affected by the Gas of any Person supplying Gas within the Limits of this Act such Person shall forfeit and pay to the said Company for every such Offence the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered; and in case any such Water shall be so contaminated or affected by Gas as aforesaid, then and in every such Case the Person supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by or on behalf of the said Company, to be left at the usual Place of Abode or at the Office or Place of transacting Business of the Person supplying such Gas, cause the most effectual Measures to be taken to prevent the Gas from escaping from their Works, or contaminating or affecting any such Water; and in case the Person supplying such Gas shall not within Twenty-four Hours next after such Notice so left as aforesaid effectually prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent such Contamination whereof Notice shall be given as aforesaid, then and in every such Case the Person supplying such Gas shall, on every Complaint whereof Notice shall have been given as aforesaid, forfeit and pay to the said Company, over and above the before-mentioned Penalty of Twenty Pounds, a further Sum not exceeding Five Pounds for every Day during which the Water shall be and remain contaminated or affected by any such Gas; and in default of Payment thereof such Penalty shall and may be recovered by Information, to be exhibited on the Oath of some credible Witness, by and in the Name of the Clerk of the said Company, before some Justice of the Peace, with Costs, to be assessed by such Justice, and be levied by Distress and Sale of the Goods and Chattels of the Person aforesaid, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant.

For ascertaining if the Water be contaminated.

XXIV. And whereas it may become a Question upon such Complaint as aforesaid whether the said Water be contaminated by the Gas of any Person supplying Gas within the Limits of this Act; be it therefore enacted, That it shall be lawful for the said Company to remove the Surface of the Ground, and to examine the Pipes and other Works of the Person supplying such Gas, for the Purpose of ascertaining whether the Water has been contaminated by any Escape of Gas of such Person, and if it shall appear that such Water has been so contaminated all Expences attending such Examination, and also attending the Repair of the Surface of the Highway, Turnpike Road, Street, or Place which shall have been so removed shall be borne and paid by such Person as aforesaid; and such Expences shall be ascertained and determined, if necessary, by the Justice before whom the Complaint shall be made, and be recovered in the same Manner as any Penalty may be recovered under this Act: Provided always, that if upon such Examination it shall appear that the Water hath not been so contaminated as herein-before mentioned, the

said Company shall bear and pay the Expences of such Examination and Repair, and also shall make good to the Person supplying such Gas as aforesaid any Loss or Damage which may have been occasioned to the Pipes or other Works of such Person in and by such Examination as aforesaid; and the Amount of such Loss or Damage shall be ascertained and determined (if necessary) by such Justice of the Peace as aforesaid, and be recovered in the same Manner as any other Penalty may be recovered under this Act.

XXV. And be it further enacted, That the said Company shall and they are hereby required at all Times to permit the Commissioners for the Time being acting under the Powers of an Act for better paving, lighting, cleansing, watching, and otherwise improving the Borough of *Reading* in the County of *Berks*, and also the Trustees for the Time being of the *Theale* and *Twyford* Turnpike Roads respectively, to take from the Works of the said Company a sufficient Quantity of Water from their Reservoirs and Works for the Purpose of watering the Roads, Streets, Lanes, public Passages and Places within the said Borough of *Reading*, upon Payment by the said Commissioners and Trustees for the same, in advance, after the Rate of One Penny for every Hundred Gallons which may be taken by the said Commissioners or Trustees for the Purposes aforesaid: Provided always, that the said Company shall not be bound to afford such Supply as aforesaid at any Time or Times when the so doing will prevent a full and adequate Supply of Water to the other Tenants of the said Company the Inhabitants of the said Borough.

For supplying the Commissioners of the Borough and Trustees of the *Theale* and *Twyford* Turnpike Road with Water.

XXVI. And whereas a certain Indenture of Lease, bearing Date the Fourth Day of *September* in the Year of our Lord One thousand six hundred and ninety-six, was made between the Mayor, Aldermen, and Burgesses of the Borough of *Reading* of the one Part, and *Ambrose Crowley, Daniel Dennell, Edward Dyson, and Richard Lowbridge*, therein respectively described, of the other Part; and also a certain other Indenture of Lease, bearing Date the Thirtieth Day of *July* in the Year of our Lord One thousand six hundred and ninety-seven; was made between *George Blagrave* Esquire of the one Part, and *Ambrose Crowley, Edward Dyson, Daniel Dennell, Thomas Constable, and Richard Lowbridge*, therein respectively described, of the other Part; and also a certain other Indenture of Lease, bearing Date the Twentieth Day of *May* in the Year of our Lord One thousand eight hundred and twenty, was made between *John May* and *William May*, therein respectively described, of the one Part, and *William Stephens, Richard Stephens, John Hooper, and John Moore*, therein also described, of the other Part: And whereas in pursuance of the said several Indentures of Lease, or some or one of them, certain Mains, Pipes, Tanks, Reservoirs, and other Works were laid down and constructed, and subsequently, by the said recited Act of the Seventh Year of the Reign of His Majesty King *George* the Fourth, certain Persons therein named became incorporated as "The *Reading* Waterworks Company;" be it therefore enacted, That all the Estate, Terms of Years, Right, Title, Interest, and Benefit, Powers, Privileges, and Advantages, Lands and Premises, if any, which at the Time of the passing of the said recited Act were vested in the Persons therein named and thereby incorporated under the said Indentures of Lease respectively, or some or one

Original Leases vested in the Company.

of

of them, shall be deemed and held to have been and to have become vested by such Act and to be vested in the said Company and their Successors for their own Use and Benefit, and to be assignable and demisable by the said Company and their Successors by the usual and ordinary Modes of Assurance of Leasehold Estates, any Statute of Mortmain to the contrary thereof in anywise notwithstanding: Provided nevertheless, that nothing in this Act contained shall extend or be construed to extend in any Manner to prejudice the said Mayor, Aldermen, and Burgesses, or to authorize or empower the said *Reading Waterworks Company* to commence or prosecute any Action, Suit, Appeal, Indictment, or other Proceeding, without due Proof of and Deduction of Title from the original Lessees to them, nor to authorize a Departure from the due Course of the legal Presumption arising from Lapse of Time by the Nonperformance or Abeyance of any Payment or Duty enjoined by any Covenant in such Leases contained.

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

XXVII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of the said recited Act or of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyance seised and possessed of the Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Premises by the said Company and their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

Proceedings
not to be
quashed for
Want of
Form.

XXVIII. And be it further enacted, That no Proceeding to be had or taken in pursuance of the said recited Act or of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or by any other Writ or Proceeding whatsoever into any of His Majesty's Courts of Record at *Westminster* or elsewhere; any Law or Statute to the contrary notwithstanding.

XXIX. And

XXIX. And be it further enacted, That in all Actions and Suits at Law or in Equity, and in all Proceedings under the said recited Act or this Act, or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, and other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Three or more of the said Company, or for the Clerk to the said Company, to execute and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company, so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding; and also to do any other Act in any such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release and Act shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Directors empowered to grant Releases to Witnesses.

XXX. And be it further enacted, That no Plaintiff shall recover in any Action for Irregularity, Trespass, or other wrongful Proceeding committed in the Execution of the said recited Act or of this Act if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiffs not to recover after Tender of Amends.

XXXI. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by the said recited Act or by this Act to examine any Person, or take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

General Power to Justices to administer Oaths.

XXXII. And be it further enacted, That if any Person summoned as a Witness to attend and to give Evidence before any Justice of the Peace touching any Matter of Fact contained or involved in or affecting any Information or Complaint for any Offence committed against the said recited Act or this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath or to give Evidence before such Justices, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

For compelling Witnesses to attend.

For Payment
of Expences
of the Act.

XXXIII. And it is further enacted, That all the Costs, Charges, and Expences of and incident to the obtaining and passing of this Act and of carrying the same into effect, and of obtaining and making the Surveys, Plans, and Estimates thereof, or otherwise incident thereto, shall be defrayed and paid by the said Company out of the Monies received by them under the Authority of the said recited Act and this Act or either of them, in preference to any other Payment.

Public Act.

XXXIV. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially noticed as such by all Judges, Justices, and others.

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