

works as well in the position as in the construction thereof, as to the said Commissioners or their successors shall seem meet, doing as little damage as may be in the execution of the powers hereby granted to them, and making reasonable and adequate satisfaction to the proprietors, to be ascertained in case of disagreement by arbitration as aforesaid : Provided always, that nothing herein contained shall be construed to authorize the said Commissioners or any person acting under their authority to take for the purposes of the said works, any house, garden or orchard, without the consent of the owner.

VI. If any person shall wilfully or maliciously hinder or interrupt or cause or procure to be hindered or interrupted, the said Commissioners or their managers, contractors, servants, agents or workmen, or any of them, in the exercise of any of the powers and authorities in this Act, authorized and contained, or if any person shall wilfully or maliciously let off or discharge any water so that the same shall run waste or useless out of the said works, or if any person shall throw or deposit any thing or noisome or offensive matter into the said water or water works, or in any way foul the same or commit any wilful damage or injury to the works, pipes, or water, or encourage the same to be done, every person offending in any of the cases aforesaid shall, besides being subject to an action at law for the damages done thereby, be held guilty of a misdemeanor, and upon conviction thereof before any of the Courts of Criminal Jurisdiction in the County of Wentworth, or a Magistrate of the said County or City, shall be punished by the said Court, by fine and imprisonment or either, at the discretion of the Court as in other misdemeanors at Common Law or by summary conviction.

VII. All materials procured or partially procured under contract with the Commissioners, shall be exempt from execution, but it shall be the duty of the Commissioners to pay the moneys due to such contractor for such materials to the judgment creditor of the contractor under whose execution such materials ought otherwise to have been sold, upon his producing to them due proof that his execution would have so attached, and such payment shall be held as valid payment on the contract.

VIII. The Commissioners shall keep regular books of account and books for recording the whole of their