



ANNO PRIMO & SECUNDO

GEORGIIV. REGIS.

Cap. lxi.

An Act for giving further Powers to the Company of Proprietors of the River *Arun* Navigation, and for confirming certain Agreements entered into between the said Company, and the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation. [28th May 1821.]

WHEREAS by an Act passed in the Twenty-fifth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for amending and improving the Navigation of the River Arun, from Houghton Bridge, in the Parish of Houghton, in the County of Sussex, to Pallenham Wharf, in the Parish of Wisborough Green, in the said County; and for continuing and extending the Navigation of the said River Arun from the said Wharf, called Pallenham Wharf, to a certain Bridge called New Bridge, situate in the Parishes of Pulborough and Wisborough Green, in the said County of Sussex; several Persons therein named were united into and made a Body, Politic, and Corporate, by the Name of 'The Company of Proprietors of the River Arun Navigation,' for carrying the Purposes of the said Act into Execution; and the said Company of Proprietors were (amongst other Things) authorized and empowered by the said Act, to amend and improve the said River *Arun*, and the Navigation thereof, from *Houghton Bridge* aforesaid, through or near the several Parishes of *Houghton, Amberley, Bury, Wiggenholt, Coldwaltham, Greatham,**

[Local.] 22 G

25G.3. c.100.

57G.3. c.63.

Greatham, Hardham, Pulborough, and Stopham, to Pallenham Wharf, in the said Parish of Wisborough Green, and to make a new navigable Cut from one Part of the said River to the other, through Greatham Brook, between Greatham Bridge and Stopham Bridge, in a straight Line, or otherwise and in such Place as they should think proper, and in, through, over, and across, such other Lands, Soil, and Grounds, as to the said Company of Proprietors should seem meet and expedient, and also to extend and continue the said Navigation of the said River Arun, from the said Wharf, called Pallenham Wharf, by making a navigable Cut through the Lands and Grounds situate in or near the several Parishes of Pulborough, Billinghurst, Wisborough Green, and Hardham, in the said County, to a certain Bridge called New Bridge, situate in Pulborough, and Wisborough Green aforesaid, and to make and complete the same navigable and passable at all Times for Boats, Barges, Lighters, and other Craft : And whereas by an Act passed in the Fifty-seventh Year of the Reign of His said late Majesty King George the Third, intituled An Act for making and maintaining a Navigable Canal from the River Arun to Chichester Harbour, and from thence to Langstone and Portsmouth Harbours, with a Cut or Branch from Hunston Common to or near the City of Chichester ; and for improving the Navigation of the Harbour of Langstone and Channels of Langstone and Thorney ; several Persons therein named were united into and made a Body Politic and Corporate, by the Name of ' The Company of Proprietors of the Portsmouth and Arundel Navigation,' for the Purpose of making and maintaining a Navigation from the River Arun to the Harbour of Portsmouth and to the City of Chichester, and thereby complete the Navigation from the River Thames to those Places, which Works are in a very forward State : And whereas it hath been found expedient, and is intended by the said Company of Proprietors of the River Arun Navigation, and it will be of great public Benefit, and greatly facilitate and encourage the Inland Navigation between the River Thames and the Town and Port of Portsmouth and City of Chichester, and the several other Places adjacent, to widen, straighten, and improve certain Parts of the Navigation of the said River Arun, from the said Bridge called Houghton Bridge, in the said Parish of Houghton, to Pallenham Wharf, and the navigable Cut from one Part of the said River to the other between Greatham Bridge and Stopham Bridge, and to make a Cut to take the Surplus Water running from the River Rother to the River Arun, in the Parish of Hardham, and also to widen, straighten, and improve the navigable Cut from the said Wharf called Pallenham Wharf to New Bridge, and to make and maintain Towing Paths in certain Parts of the said River Arun Navigation, between Houghton Bridge and New Bridge ; and also to widen and raise the principal Arch of the said Bridge called Stopham Bridge, which is at present too narrow and too low for the Passage of Barges at all Times through the same ; and it is also found expedient and intended by the said Company of Proprietors of the River Arun Navigation, and it will be of great public Benefit, and tend further greatly to facilitate and encourage the Inland Navigation between the River Thames and the Town and Port of Portsmouth and City of Chichester, and the several other Places adjacent, to widen that Part of the River Arun which is immediately on the South Side of Houghton Bridge, the Navigation of which is at present very confined ; and it is also intended to make and maintain a sufficient Towing Path on the East Side of the River Arun, through the Parishes of North Stoke and Burpham, or some Part of them, for the Want of

which the Navigation of the said River at that Part is at Times much impeded : And whereas, in order to make the said intended Improvements for the Purposes aforesaid, it will be necessary to expend large Sums of Money ; it is therefore expedient to grant to the said Company of Proprietors of the River *Arun* Navigation, an Increase of the Tolls stipulated to be taken by them in and by an Act passed in the Fifty-third Year of His late Majesty's Reign, intituled *An Act for making and maintaining a Navigable Canal to unite the Rivers Wey and Arun, in the Counties of Surrey and Sussex*, (which Tolls with the said intended Increase, will be considerably less than is allowed to be taken by the said Act of the Twenty-fifth Year of the Reign of His said late Majesty), for all Goods, Wares, and Merchandizes whatsoever, that shall pass or be carried or conveyed out of the Canals or Cuts now making by the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, or any of them, on and throughout the River *Arun* Navigation, and the *Wey* and *Arun* Junction Canal, into the River *Wey*, and *vice versa* : And whereas, for facilitating and promoting the Navigation between the River *Thames*, and the Town and Port of *Portsmouth* and City of *Chichester*, and the several other Places adjacent thereto, the said respective Companies have entered into and executed certain Agreements herein-after set forth, for effecting the Purposes aforesaid ; and it is expedient that the Powers and Provisions of the said several Acts should be altered, amended, and enlarged, and some further Powers granted to the said Company of Proprietors of the River *Arun* Navigation ; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said Company of Proprietors of the River *Arun* Navigation, and they are hereby authorized and required, on or before the Fifth Day of *April* which will be in the Year One thousand eight hundred and twenty-three, by themselves, their Deputies, Agents, Officers, Workmen, Servants, and Assigns, to widen, straighten, and improve, the said River *Arun*, and the Navigation thereof, from the said Bridge called *Houghton Bridge*, in the Parish of *Houghton* aforesaid, to the said Wharf called *Pal-lenham Wharf*, in the Parish of *Wisborough Green* aforesaid, and the said Navigable Cut from one Part of the said River to the other, through *Greatham Brook*, between *Greatham Bridge* and *Stopham Bridge*, in, through, or near the several Parishes or Places in the said recited Act of the Twenty-fifth Year of His said late Majesty's Reign, and herein-before mentioned ; and particularly to take away and remove the Bend which is now formed in or by the said River or Navigation immediately on the North Side of *Houghton Bridge* aforesaid, so as to make the same run in a straight Line, or as near so as may be, or as the said Company of Proprietors may find expedient : and to widen, raise, and improve the principal Arch of *Stopham Bridge*, in the Parish of *Stopham*, which is a Rape or County Bridge, so as to admit Barges and Vessels of all Descriptions, using the said Navigation, to pass under the same with Ease and Safety ; and also to make, form, construct, keep, and maintain a Cut or Canal, through the Lands and Grounds situate in the Parish of *Hardham*, in the said County of *Sussex*, near to and running in a parallel Line with the said River *Arun*, for the Purpose of conveying the Surplus or Flood Water from an adjoining navigable

53 G. 3. c. 19.

Further Powers given to the Proprietors of the River *Arun* Navigation.

navigable River called the *Rother*, to the said River *Arun*, or for any other Purpose which may be found useful or expedient; and also to widen, straighten, and improve the said navigable Cut or Canal, made under or in pursuance of the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty, from the said Wharf called *Pallenbam Wharf*, to a certain Bridge called *New Bridge*, in the Parishes of *Pulborough* and *Wisborough Green* aforesaid, and in, through, over, or near the several other Parishes or Places in the said Act and herein-before particularly mentioned; and also to make, set out, construct, form, maintain, and keep, Towing Paths, Roads, or Ways, convenient for the towing and drawing with Men, Horses, or otherwise, of Boats, Barges, Lighters, and other Vessels, passing in, through, and upon the said River and navigable Cuts or Canals, between *Houghton Bridge* and *New Bridge* aforesaid, either the whole Length thereof, or at such Place or Places, and for such Distance or Distances, and in such Way or Manner as the said Company of Proprietors shall think fit or convenient; and also to amend, widen, enlarge, and improve that Part of the said River *Arun* which lies immediately below or on the South Side of *Houghton Bridge* aforesaid, in the said Parish of *Houghton*, the Navigation of which is at present very confined, so as to make and render the same River navigable and passable at all Times for Boats, Barges, Lighters, and other Vessels and Craft of every Description, for the Space of One Hundred Yards below the said Bridge, or for such further Distance as the said Company of Proprietors may think fit or expedient; and further to make, set out, form, maintain, and keep up, a Towing Path, Road, or Way, on the East Side of the said River *Arun*, from *Houghton Bridge* aforesaid, and round a certain Part thereof called the *Horse Shoe*, in the Parishes of *North Stoke* and *Burpham*, in the said County of *Sussex*, extending to the Road at the Foot of *Burpham* Chalk Pits, in the said Parish of *Burpham*; such Towing Path, Road, or Way, to be of the Width of Eight Feet at the Top, and the Embankment thereof to be made and formed in all respects perfectly sound, and of a sufficient Height at *Houghton Bridge* aforesaid, so as to prevent the Flood Water overflowing the Lands belonging to the Duke of *Norfolk* and the Earl of *Egremont*, in the respective Occupations of Mr. *Edward Elliot*, *Francis Jarrett*, and Messieurs *James* and *Thomas Cooper*; and also to widen the said River *Arun* and the Navigation thereof, from the said Bridge called *Houghton Bridge*, to the Road at the Foot of *Burpham* Chalk Pits aforesaid, so as to render and make the same on all Parts not less than Thirty-five Feet wide on the natural Surface of the adjoining Land, and so as that the Ditch on the Land Side of the said Towing Path shall be at least Twelve Feet wide at the Top, and for all or any of the Purposes aforesaid, or for the general Purposes of this Act, the said Company of Proprietors of the River *Arun* Navigation, their Deputies, Officers, Agents, and Workmen, are hereby fully authorized and empowered to enter into and upon the Lands and Grounds of any Person or Persons, Bodies Politic, Corporate, or Collegiate, whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out and ascertain such Parts thereof as they shall think necessary and proper for making, forming, and completing the said intended Alterations and Improvements, and the said Cut, Towing Path, and other Works and Conveniences hereby authorized to be made, or any of them; and also that it shall and may be lawful to and for the said Company of Proprietors and their Deputies, Officers, Agents, and Workmen, from Time to Time, to
supply

supply the said River and Navigable Cuts or Canals with Water, from all such Rivers, Springs, Brooks, Streams, and Watercourses whatsoever, as are or shall be found running across or in making the said Canal; and for that Purpose to scour, deepen, enlarge, or straighten any such Rivers, Springs, Brooks, Streams, or Watercourses, or any others which may be brought into the same, and to make, sink, or drive such and so many Wells, Tunnels, Levels, Perforations, Feeders, and Aqueducts, and to make, erect, and set up such and so many Weirs, Steam Engines, and other Machines, with proper Shafts and Tunnels thereto, for supplying the said River and Cuts or Canals with Water; and for conveying Water to or from the same, any or either of them, or for any other Purpose necessary for the better Management and Improvement of the said Navigation, as they the said Company of Proprietors shall from Time to Time think proper and expedient; and also from Time to Time and at all Times hereafter, to alter, repair, amend, widen, and increase, or otherwise to discontinue, all or any of the present Bridges, Sluices, Locks, Weirs, Quays, Wharfs, and other Works, Ways, Roads, and Conveniences in, over, upon, or about the said River and Navigable Cuts or Canals, or any of them, or to be erected, made, or used in consequence of this Act, as when and where the said Company of Proprietors shall think requisite or convenient for the Purposes of the said Navigation, or for the better improving or amending the same, according to the true Intent and Meaning of this Act; and to make, build, erect, and set up such new or other and additional Bridges, Sluices, Locks, Weirs, Quays, Wharfs, and other Works, Ways, Roads, and Conveniences in, over, upon, or about the same River and Navigable Cuts or Canals, or any of them, as they the said Company of Proprietors shall from Time to Time and at any Time or Times hereafter think fit or expedient; and to construct, erect, make, do, and perform all or any other Works, Matters, or Things whatsoever which they the said Company of Proprietors shall think convenient and necessary for the widening, straightening, improving, and maintaining the said River and Navigable Cuts or Canals, and for making and maintaining the said Cut, Towing Paths, and other Works hereby authorized to be made, according to the true Intent and Meaning of this present Act; they the said Company of Proprietors, and their Deputies, Agents, Officers, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby given, and making Satisfaction in the Manner provided for in and by the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty, to the Owners and Proprietors and other Persons interested in any Lands, Tenements, or other Hereditaments, Waters, Watercourses, Brooks, or Rivers respectively, which shall be taken, used, removed, diverted, or prejudiced, for all Damages to be by them sustained, in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Deputies, Agents, Contractors, Officers, and Workmen, and all other Persons whomsoever for what they or any of them shall do by virtue of the Powers hereby granted.

Company to make Satisfaction for all Damages done in the Execution of this Act.

II. And be it further enacted, That the Furnace of every Steam Engine to be erected by the said Company of Proprietors under or by virtue of the Powers of the said recited Act of the Twenty-fifth Year of the Reign

Steam Engines to consume their own Smoke.

[Local.]

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of His late Majesty King *George* the Third, and of this Act, shall be construed upon the Principle of consuming its own Smoke.

Powers of former Act to extend to this Act.

III. And be it further enacted, That the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty King *George* the Third, and all and every the Tolls, Rates, and Duties thereby granted, and all the Powers and Directions therein contained, respecting the purchasing, selling, and conveying Lands and Tenements, and for ascertaining, fixing, and paying the Value, and all Damages occasioned thereby, and all other Powers, Authorities, Provisions, Directions, Regulations, Clauses, Penalties, Forfeitures, Matters, and Things therein and thereby respectively contained, given, granted, vested, levied, or to be exacted, (except so far as the same or any of them are by this present Act enlarged, diminished, altered, qualified, or otherwise explained), shall be and they are hereby declared to be in full Force and Effect as well in regard to or for the Purpose of widening, straightening, and improving the said River and Navigable Cuts or Canals respectively, and extending the same below the said Bridge called *Houghton Bridge*, and for the making of the said Cut, Towing Paths, and other Works and Conveniences hereby authorized or intended to be made, and for effecting all other the Purposes of this present Act, as for the Purposes of the said recited Act, in as full, large, ample, and beneficial a Manner to all Intents and Purposes as if the same were expressly repeated, and re-enacted in the Body of and adapted to this present Act.

Compensation to be made by Sums in gross and not by Annual Rents, &c.

IV. And, be it further enacted, That the said Company of Proprietors of the River *Arun* Navigation shall make Compensation for any Lands, Tenements, or Hereditaments to be purchased under the Powers of this Act, or for any Damages that may be done thereto by the said Company, in gross Sums of Money, and not by way of Annual Rent: Provided always, that nothing herein contained shall alter, affect, or invalidate any Compensations already made, or which shall be payable at the Time of passing this Act: Provided also, that in all Cases where such Annual Rents have already been granted to any Party or Parties, Bodies Politic, Corporate, or Collegiate, now entitled to receive such Annual Rents, and the same Persons so entitled and the said Company of Proprietors shall agree on a Sum in gross to be paid in lieu of such Annual Rents, it shall be lawful for the said Company of Proprietors to purchase or commute all or any of such Annual Rents, by the Payment of a Sum of Money in gross; and all Purchases and Payments so made of a Sum of Money in gross shall be good, valid, and effectual as if the same had been originally made by a Payment in gross instead of an Annual Rent; which Sum or Sums of Money in gross shall be paid to the Owner or Owners of such Rents respectively, in case he, she, or they shall be seized in Fee of such Rents, or otherwise such Sum and Sums of Money in gross shall be applied and disposed of in the same Manner as any Sum of Money to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken for the Purposes of this Act, and which Money ought to be laid out in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the same Uses as is herein-after directed to be applied and disposed of; and upon Payment of such Sum or Sums of Money in gross, as aforesaid, and all Arrears of the said respective Rents then due, such Rents shall cease, determine, and be for ever extinguished; and immediately

ately thereupon the Person or Persons, Bodies Politic, Corporate, or Collegiate, to whom such Sum or Sums of Money in gross shall be so paid, shall grant, transfer, and convey the Lands, Tenements, and Hereditaments, or other the Rights, Privileges, and Premises for which such Compensation was made, by Annual Rents, and afterwards by such Payment of Money in gross, to the said Company of Proprietors, and shall be in the following Form or as near thereto as Circumstances will admit, and the same shall be good, valid and effectual in Law to all Intents and Purposes, and shall be enrolled in the same Manner as other Conveyances directed by the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty King *George* the Third :

I in Consideration of a gross Sum of
 to me paid by the Company of Proprietors of the River *Arun* Navigation, do hereby, in pursuance of the Power contained in the Act passed in the Second Year of the Reign of His Majesty *George* the Fourth, intituled [*here insert the Title of this Act*], grant, transfer, and assign unto the said Company of Proprietors, all that Annual Rent or Sum of [*here describe the Amount and Nature of the Rent, and the Subject for which it was a Compensation*], to hold unto the said Company of Proprietors and their Successors for ever, to the Intent that the same Annual Rent may be extinguished: And for the Consideration aforesaid, I, the said do hereby grant, release, convey, and confirm unto the said Company of Proprietors, all that [*describe the Land and Premises, whether Part of the Canal or Towing Paths or otherwise, as the Subject Matter of Compensation may be; and if it shall be part of the Towing Paths, which are or shall be subject to any Right of Occupation, or public Road, let it be stated as subject to such Right of Way, &c. as the Case is*] to hold to the said Company of Proprietors and their Successors for ever according to the true Intent and Meaning of the said Act. In Witness whereof I have hereunto set my Hand and Seal, the
 Day of in the Year
 of our Lord

Form of
 Grant of Ex-
 tinguishment
 of Rent and
 Conveyance.

V: And be it further enacted, That upon Payment or lawful Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury or Juries, for the Purchase of any Lands, Tenements, or Hereditaments, or as a Recompense for the yearly Produce or Profits thereof, or as a Satisfaction or Compensation for Damages, as herein-before mentioned, to the Proprietor or Proprietors of such Lands and Premises, or such other Person or Persons as shall be interested therein or entitled to receive such Compensation at any Time within One Calendar Month after the same shall have been so agreed for, determined, or awarded; or if the Person or Persons so entitled or interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then, upon Payment of the said Sum or Sums of Money into the Bank of *England* as herein-after directed and required for the Use of such Person or Persons so interested or entitled as aforesaid, it shall be lawful for the said Company of Proprietors and their Agents, Servants, or Workmen immediately to enter upon such Lands, Tenements, or Hereditaments, and then and thereupon the same Lands, Tenements, or Hereditaments, and the Fee Simple and Inheritance thereof, or of such

Power to
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such Part thereof as is or shall be of Fee Simple or Freehold Tenure, and the absolute Estate and Interest of such as shall be Leasehold, or of any other Tenure, according to the Nature and Tenure of the same, together with the Yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall from thenceforth become vested in, and be and become the sole Property of the said Company of Proprietors, to and for the Purposes of this Act for ever; and such Tender, Payment, or Investiture, shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but shall also extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail, and other Estates in Reversion and Remainder of his, her, and their Issue, and of every other Person therein: Provided nevertheless, that before or until such Payment or legal Tender as aforesaid, it shall not be lawful for the said Company, or any Person or Persons acting by or under their Authority, or under the Provisions of this Act, to dig or cut any Land or Ground, or to take down, remove, or alter any Messuage, Building, Tenement, or other Hereditament, for the Purposes of this Act, without the Leave or Consent in Writing of the Proprietor or Proprietors thereof respectively entitled to such Payment; and in case any Person or Persons shall enter upon any such Lands, Ground, or Premises, and commit any such Offence before, or until such Payment or legal Tender shall have been made, the said Company, for each and every such Person so offending, shall forfeit and pay the Sum of Ten Pounds for each and every Day he shall remain or be on such Land or Premises, to the Proprietor or Proprietors thereof.

Company
empowered
to re-sell.

VI. And be it further enacted; That it shall and may be lawful for the said Company of Proprietors, by Indenture under their Common Seal, to sell, grant, and convey, by way of absolute Sale, all such of the Lands, Tenements, or Hereditaments which shall be purchased by and conveyed to the said Company of Proprietors, as shall not be wanted for the said Navigation and Works, or any Part or Parts thereof, for such Sum or Sums of Money as in such Conveyances shall be expressed, and that all such Grants and Conveyances shall be valid and effectual, any Law or Usage to the contrary notwithstanding; and upon Payment of the Money which shall arise by such Sale or Sales of such Lands, Tenements, or Hereditaments, or any Part or Parts thereof, by virtue of this Act, it shall and may be lawful for the Treasurer of the said Company of Proprietors for the Time being to sign and give Receipts for the Money for which the same shall be sold, (which Receipts shall be sufficient Discharges to the Purchaser or Purchasers for the Money for which such Premises shall be so sold, or for so much thereof as in such Receipts shall be acknowledged or expressed to be received), and such Purchaser or Purchasers shall not be answerable or accountable for any Losses, Mis-application, or Non-application of such Purchase Money or any Part thereof; which said Money shall be applied by the said Company of Proprietors for the Purposes of this Act, provided that the said Company of Proprietors, before they shall contract for the absolute Sale and Disposal of any such Lands, Tenements, or Hereditaments shall first offer to re-sell the same to the Person or Persons from whom the said Company of Proprietors shall have purchased such Premises, or his, her, or their Heirs, or the Owner for the Time being of the Estate of which the same formed a Part at the Time of the Purchase

Purchase being made by the said Company of Proprietors, at a Price to be fixed on by the said Company of Proprietors; but in case of Difference in that respect then the Price at which the same shall be re-sold shall be adjusted and settled by a Jury, in like Manner as the Price for any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is herein directed to be settled in case of Difference or Dispute as to the Value thereof; and in case such Person or Persons, or his, her, or their Heirs to whom such Offer shall be made, shall not then and thereupon agree, or shall refuse to re-purchase the same, any Affidavit or solemn Affirmation in Writing by any Person or Persons being a Quaker or Quakers, to be made before a Master or Master Extraordinary in the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the County, Riding, Liberty, or Place where the Premises shall be situate, by some Person or Persons no way interested in the said Premises, stating that such Offer was made by or on Behalf of the said Company of Proprietors, and that such Offer was not then and thereupon agreed to, or was refused by the Person or Persons to whom the same was so made, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was not agreed to or was refused by the Person or Persons to whom it was made, as the Case may be; but where, on account of the Absence of the Person or Persons from whom the same Premises shall have been purchased, so that he, she, or they cannot be found, in order that such Offer may be made, it shall be lawful for the said Company of Proprietors, by public Advertisements inserted Three successive Weeks in some Newspaper published within the County of *Sussex*, to offer to re-sell such Premises to the said Person or Persons, and if no Application shall be made to the said Company by or on Behalf of the said Person or Persons accepting such Offer within Three Calendar Months from the Day of the Date of the Newspaper in which the last of the Three Advertisements shall appear, such Omission or Neglect shall be considered, deemed, and taken as a Refusal on the Part of such Person or Persons to re-purchase the same.

VII. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors to continue or appoint the Person who has been or may be appointed to act as their Clerk in the Execution of the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty King *George* the Third, and of this Act, or the Partner of any such Clerk, the Treasurer for the Purposes of this Act, nor to continue or appoint the Person who has been or may be appointed Treasurer, or the Partner of any such Treasurer the Clerk to the said Company of Proprietors, and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk shall act as Treasurer, or being the Partner of any such Treasurer shall act as Clerk for the Purposes of this Act, every Person so offending shall for every such Offence forfeit the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt, or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than one Imparlance shall be allowed.

Same Person
not to act
as Clerk and
Treasurer.

Company to maintain the Banks in sufficient Repair.

VIII. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, and at all Times, to maintain and keep the Banks, Sluices, and Weirs of the said River *Arun*, and Cuts or Canals in good and sufficient Repair, and from Time to Time to strengthen and support the same when necessary for containing all the Waters of the said River *Arun*, so as that the adjacent Lands and Grounds may not be subjected to be overflowed or damaged by Water, except in Cases of Flood and during the Continuance thereof.

For Services of Notices, &c. on the Company.

IX. And be it further enacted, That in all Cases wherein it may be requisite or necessary under the Provisions of this Act, or otherwise, for any Person or Persons or Party or Parties to serve upon the said Company of Proprietors any Notice or Notices, Writ or Writs, or other judicial or legal Proceedings the Service of such Notice or Notices upon any One of the said Company of Proprietors, or upon the Clerk of the said Company, or left at the Office or usual Place of Abode of such Clerk, or upon any Agent or Officer of the said Company of Proprietors, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively upon the Company.

Mode of rating Lands and Buildings of the Company.

X. And be it further enacted, That the Lands, Dwelling-houses, Wharfs, Warehouses, Lock-houses, and other Houses of and belonging to the said Company of Proprietors, shall be rateable, and chargeable to the Maintenance of the Poor, and to all Parochial Rates and Taxes, in the several Parishes and Places where they are respectively situated.

Plan and Book of Reference to remain with the Clerk of the Peace.

XI. And whereas a Map or Plan describing the said intended Improvements and Alterations, and the Line of the said Cut and Towing Paths, and the Lands in and through which the same are to be made and carried, together with a Book of Reference thereto, containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace for the said County of *Sussex*, be it therefore further enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the Clerk of the Peace for the said County, to the End that all Persons may at any seasonable Times have Liberty to inspect and peruse the same, and to take Copies or Extracts thereof, at their Will and Pleasure, paying 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 of such Copies or Extracts of the said Book of Reference; and that the said Company of Proprietors in making the said Alterations and Improvements, and the said Cut and Towing Paths, shall not deviate more than One Hundred Yards from the Line or Course thereof described in the said Map or Plan: Provided always, that no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said Improvements, Cuts, and Towing Paths, or any of them, on account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more of His Majesty's Justices of the Peace acting in and for the County of *Sussex*, and be certified in Writing under their Hands respectively, that such Error or Omission proceeded from Mistake.

Misnomers not to prevent the making the Alterations and Improvements.

XII. Provided always, and be it further enacted, That nothing in this or the said recited Act contained shall extend to authorize or empower the said Company of Proprietors, or any other Person or Persons to take, use, injure, or damage any House or Building, or any Ground which upon the First Day of *January* One thousand eight hundred and twenty-one was the Site of any House or other Building, or any Park, Avenue, Planted Walk, Lawn, or Pleasure Ground, or any Yard, Garden, or Orchard, without the Consent in Writing of the respective Owners and Occupiers thereof.

Houses, &c.
not to be
taken with-
out Consent.

XIII. And be it further enacted, That all Sales, Conveyances, and Assurances of any Lands, Tenements, or Hereditaments which shall be wanted for the Purposes of this Act, or for the Improvements of the said Navigation, or for the making, forming, and completing any of the Works or Conveniences hereby authorized to be made, shall be made according to the following Form or as near thereto as the Circumstances of the Case will admit, (namely),

I of the Sum of _____ of _____ in Consideration to me paid by the Company of Proprietors of the River *Arun* Navigation, do hereby, in pursuance and by virtue of the Powers in that behalf contained in the Acts passed in the Twenty-fifth Year of the Reign of His late Majesty King *George* the Third, intituled [*here insert the Title of the said first-recited Act*], and in the Second Year of the Reign of His Majesty King *George* the Fourth, intituled [*here insert the Title of this Act*], grant, release, assign, and confirm unto the said Company of Proprietors, all [*here insert the proper Description of the Lands or Hereditaments intended to be conveyed*] and all my Estate and Interest therein, to hold unto and to the Use of the said Company of Proprietors and their Successors, for ever, for the Uses and Purposes of the said Navigation, and according to the true Intent and Meaning of the said Acts. In Witness whereof I have hereunto set my Hand and Seal, this _____ Day of _____ in the Year of our Lord

Form of
Conveyance.

XIV. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used by virtue of the Powers of this or the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty for the Purposes thereof, which shall belong to any Body Politic, Corporate, or Collegiate, Corporation, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity, such Money shall in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* the said Company of Proprietors of the River *Arun* Navigation, to the Intent that such Money shall be applied under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances or Parts thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments,

Application
of Money
paid for
Compensa-
tion when
amounting
to, or ex-
ceeding 200l.

Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested under the like Direction and Approbation of the said Court in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used, as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime, and until such Purchase shall be made, the said Money shall, by Order of the said Court of Chancery, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall, from Time to Time, be paid by Order of the said Court to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so hereby directed to be purchased in case such Purchase or Settlement were made.

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

XV. Provided always, and be it further enacted, That if any Money s^o agreed or awarded to be paid for any Lands, Tenements, or Hereditaments, purchased, taken, or used, for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in the Manner herein-before directed, or otherwise the same shall be paid at the like Option to Two Trustees, to be nominated by the Person or Persons making such Option, and approved of by Three or more of the Committee of the said Company of Proprietors, such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties, in order that such principal Monies, and the Dividends arising thereon, may be applied in any manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the said Court of Chancery.

When less than 20l.

XVI. Provided also, and be it further enacted, That when such Money so agreed or awarded to be paid as last before-mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, for the
Purposes

Purposes of this Act, in such manner as the said Committee or any Three or more of them shall think fit, or in case of Infancy or Lunacy then to his or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

XVII. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be so awarded for the Purchase of any Lands, Tenements, or Hereditaments to be purchased by virtue of this Act shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company of Proprietors, or in case such Person or Persons to whom such Sum or Sums of Money shall be so awarded as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall and may be lawful to and for the said Company of Proprietors to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments (describing them), subject to the Order, Control, and Disposition of the said Court of Chancery; which said Court of Chancery, on the Application of any Person or Persons making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered in a summary way of Proceeding or otherwise, as to the said Court shall seem meet to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof or Payment of the Dividends thereof according to the respective Estate or Estates, Title or Interest of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying for what and for whose Use the same is or are received to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

In case of not making out Titles.

XVIII. Provided always, and be it enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, in pursuance of this or the said recited Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments, to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession and Receipt of the Rents, or in the actual Occupation as Owner of such Lands, Tenements, or Hereditaments at the Time of such Purchase; and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Chancery; and the Dividends or

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

Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

Court of Chancery may order reasonable Expenses of Purchases to be paid by the Company.

XIX. Provided also, and be it enacted, That where, by reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Court of Chancery, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments to be settled to the like Uses in pursuance of this Act, it shall and may be lawful to and for the said Court of Chancery to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company of Proprietors out of the Monies to be received by virtue of this or the said recited Act, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Owners of Lands to use the Towing Paths, &c.

XX. Provided always, and be it further enacted, That it shall be lawful to and for the respective Owners for the Time being of the Lands herein-after mentioned or referred to, and their several Tenant and Tenants, and his and their Servants and Workmen, from Time to Time and at all Times, from and after the passing of this Act, to have free Ingress, Egress, Way, and Passage for Carts having the Sole or Bottom of the Fellies of the Wheels thereof of the Breadth of Six Inches at least, (but not otherwise), upon and over the Towing Path to be made and formed from *Houghton Bridge* aforesaid to the Road at the Foot of *Burpham Chalk Pits* aforesaid, so as to be able to form a Communication with the River *Arun* on any Point adjoining to their respective Lands, and also to open a Cut or Cuts into the same River for the like Purpose, if the same shall at any Time or Times be found necessary; the Owners of such Lands for the Time being, or their respective Tenant or Tenants, making and keeping up at their Expence a Bridge or Bridges over the said Cut or Cuts so to be made as aforesaid, but all Sluices and Watercourses in or about the said Navigation are and shall be made and repaired by and at the Expence of the said Company of Proprietors.

Regulations as to Ascent to Bridges, and Height of Fence.

XXI. Provided always, and be it further enacted, That in the widening and raising the said Bridge called *Stopham Bridge*, and in all other Places where it may be necessary to erect, build, or raise any Bridge or Bridges to communicate with any Public Carriage-road, the Ascent to every such Bridge for the Purpose of such Road shall not be more than One Foot in Thirteen; and that a good and sufficient Fence shall be made on every Side of such Bridge or Bridges, which Fence shall not be less than Four Feet above the Surface of each such Bridge.

Penalty on Bargemen, and others, having the Charge of

XXII. And be it further enacted, That if any Bargeman or other Person having the Care of or navigating any Boat, Barge, or other Vessel, shall not immediately upon meeting with or being overtaken by any other Boat,

Boat, Barge, or other Vessel, draw or move his Boat, Barge, or other Vessel to the Side of the said Navigation, so as to permit such last-mentioned Boat, Barge, or other Vessel to pass with Ease and Safety, or shall otherwise wilfully obstruct the said Navigation, every such Bargeman or other Person so offending shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds to the said Company of Proprietors of the River *Arun* Navigation; to be recovered, paid, and applied in such Manner and for such Purposes as other Penalties are in and by the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty King *George* the Third directed to be recovered, paid, and applied.

Vessels wilfully obstructing the Navigation.

XXIII. And whereas the First Agreement entered into between the said Company of Proprietors of the River *Arun* Navigation and the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, bears Date the Twenty-fifth Day of *February* in the Year One thousand eight hundred and eighteen, and is in the Words and according to the Tenor and Effect following; (that is to say), This Indenture made the Twenty-fifth Day of *February* in the Year of our Lord One thousand eight hundred and eighteen, between the Company of Proprietors of the River *Arun* Navigation of the one Part, and the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation of the other Part: Whereas by an Act of Parliament passed in the Twenty-fifth Year of the Reign of His present Majesty King *George* the Third, intituled *An Act for amending and improving the Navigation of the River Arun, from Houghton Bridge, in the Parish of Houghton, in the County of Sussex, to Pallenham Wharf, in the Parish of Wisborough Green, in the said County; and for continuing and extending the Navigation of the said River Arun, from the said Wharf called Pallenham Wharf, to a certain Bridge called New Bridge, situate in the Parishes of Pulborough and Wisborough Green, in the County of Sussex*; the said Company of Proprietors of the River *Arun* Navigation are authorized and empowered to make such Alterations and Improvements in the said River *Arun* as therein mentioned: And whereas by another Act passed in the Fifty-third Year of the Reign of His present Majesty, intituled *An Act for making and maintaining a Navigable Canal, to unite the Rivers Wey and Arun, in the Counties of Surrey and Sussex*; the said Company of Proprietors of the River *Arun* Navigation, their Successors and Assigns, were authorized and empowered to ask, demand, recover, and receive for all Goods, Wares, and Merchandize whatsoever, that should pass or be carried or conveyed from the Port of *Arundel*, on and throughout the said River *Arun* Navigation, and the said *Wey* and *Arun* Junction Canal, into the River *Wey*, or from the said River *Wey*, on and throughout the said *Wey* and *Arun* Junction Canal, and the said River *Arun* Navigation, to the Port of *Arundel*, the Sum of One Shilling per Ton and no more: And whereas by another Act made and passed in the Fifty-seventh Year of the Reign of His present Majesty, intituled *An Act for making and maintaining a Navigable Canal from the River Arun to Chichester Harbour, and from thence to Langstone and Portsmouth Harbours, with a Cut or Branch from Hunston Common, to or near the City of Chichester; and for improving the Navigation of the Harbour of Langstone, and Channels of Langstone and Thorney*; the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation are empowered and authorized to make and keep navigable for Boats, Barges, and other Vessels, several Canals, Cuts, and other Navigations between the said River *Arun* and the Island of *Portsea* and

First Agreement between the Company of Proprietors of the River *Arun* Navigation and the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation. 25G.3.c.100.

53 G. 3. c. 19.

57G.3.c.lxiii.

and Harbour of *Portsmouth*, and City of *Chichester*, and have raised and contributed a large Sum of Money to carry the same into Effect, and which when completed will greatly increase the Trade on the said River *Arun* Navigation: And whereas it is necessary for the Purpose of bettering and more effectually navigating the said River *Arun* Navigation that certain Alterations and Improvements should be made on the Line of the said Navigation, and which the said Company of Proprietors have agreed to make provided they shall be able to take and receive an increased Rate of Tolls and Duties for and in respect of all Goods, Wares, and Merchandizes which shall pass or be carried or conveyed into or out of the said Canals or Cuts, by the said Act passed in the Fifty-seventh Year of the Reign aforesaid, authorized to be made on or throughout the said River *Arun* Navigation, as a Compensation for the Expense of such Alteration and Improvement: And whereas it is essential that the said Alterations and Improvements should be secured to be done without Delay, it has been agreed to, by and between the said Company of Proprietors of the said River *Arun* Navigation and the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, that they should mutually execute this Indenture for effecting the Purposes aforesaid, until an Act of Parliament confirming the above-mentioned Arrangements shall be obtained: Now therefore this Indenture witnesseth, and the said Company of Proprietors of the River *Arun* Navigation for themselves, their Successors and Assigns, mutually covenant and agree with the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, that the said Company of Proprietors of the River *Arun* Navigation shall and will, during the Time the said intended Canals shall be making and forming, (in order to render the said River *Arun* Navigation complete by the Time the said intended Canals shall be made passable throughout) at their own Cost and Expence, remove and take away from and out of the Channel of the said River *Arun* Navigation the Shoals situate and being at the Places herein-after mentioned; that is to say, *Canterbury Roadway*, *Amblerley Swamp*, *Pye Withey*, the Tail of *Watersfield Lock*, *Low Mead*, and the Tail of *Pitherington Lock*, and shall deepen and clear out the said Channel so as to permit Barges drawing Three Feet and Two Inches at least to pass and repass on the said Navigation; and shall also take away and remove the Bend immediately on the North-side of *Houghton Bridge* for the Space of One hundred Yards in length; and shall also deepen the lower Sill of *Pitherington Lock* Eighteen Inches in Depth, or else erect another Lock at the West End of the same to raise the Water on *Pitherington Lock* Sill; and shall also erect and set up a Second Pair of Flood Gates at *Harford* Flood Gates so as to form a One Foot Lock; and shall also widen the Lock at *Harford* to the Width of Eleven Feet Six Inches; and shall also clear out the Bed of *Hardham Tunnel* so as to permit Barges drawing Three Feet and Two Inches to pass and repass, and shall also raise all the Bridges upon or over the said River *Arun* Navigation, from *Greatham Bridge* to *Pitherington Lock Bridge* inclusive, so as to permit Barges to pass at all Times under the same; and shall also make such other Places thereon for the passing of Two Barges abreast, between *Low Mead* and *New Bridge*, as may be found convenient; and shall either make a good and sufficient Towing Path by the Side of the said River *Arun* Navigation, or provide One sufficient Steam Boat or sufficient Steam Boats for the hauling and drawing Barges passing through and along the said Navigation; and erect proper Guide Posts to enable Barges to pass and repass with safety in Time of Floods: Provided always,

that

that in case the said Company of Proprietors of the said River *Arun* Navigation, their Successors or Assigns, shall refuse or neglect to make and complete the Alterations and Improvements in the said Navigation herein-before specified, or any of them, within the Space of Three Calendar Months after the Works on the said intended Canal shall have been commenced, it shall and may be lawful for the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation to enter into and upon the said River *Arun* Navigation, and all other Places necessary for that Purpose, and to make and complete the Alterations and Improvements herein-before specified, or such of them as shall then be and remain unfinished, so as in the making and completing the same, the said River *Arun* Navigation, or the Banks thereof, or the Feeders or Aqueducts belonging thereto, shall not be stopped or injured for any longer Space, nor in any other Manner than shall be necessary for making and completing the same; and all the reasonable Costs and Expences of making and completing the same, to be settled and allowed by the Commissioners appointed in and by the said Act passed in the Fifty-seventh Year aforesaid, or any Three of them, shall be repaid to the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, within the Space of Twenty-one Days next after an Account and Demand thereof shall have been delivered, and made to and from the Clerk of the said Company of Proprietors of the said River *Arun* Navigation; and in default thereof the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation shall and may sue for and recover the same against the said Company of Proprietors of the River *Arun* Navigation, by Action of Debt, or on the Case, in any of His Majesty's Courts of Record at *Westminster*: And this Indenture further witnesseth that the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, for themselves, their Successors and Assigns, mutually covenant and agree with the said Company of Proprietors of the River *Arun* Navigation, their Successors and Assigns, that after making and completing the Alterations and Improvements in the said River *Arun* Navigation herein-before specified, it shall and may be lawful for the said Company of Proprietors of the River *Arun* Navigation, their Successors and Assigns, to ask, demand, recover, and receive, for all Goods, Wares, and Merchandizes whatsoever, that shall pass or be carried or conveyed out of the said Canals or Cuts to be made under the Authority of the said Act passed in the Fifty-seventh Year of the Reign aforesaid, or any of them, on and throughout the said River *Arun* Navigation and the *Wey* and *Arun* Junction Canal into the River *Wey*, or from the said River *Wey* on and throughout the said *Wey* and *Arun* Junction Canal, and the River *Arun* Navigation, into the Canals or Cuts to be made under the Authority of the said Act passed in the Fifty-seventh Year of the Reign aforesaid, the Sum of One Shilling and Sixpence *per* Ton, and no more, and so in proportion for any greater or less Quantity than a Ton: Provided always, that nothing herein contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors of the River *Arun* Navigation to ask, demand, recover, or receive any greater Sum than One Shilling *per* Ton for and in respect of any Goods, Wares, or Merchandize, that shall be laden or unladen and be carried and conveyed, from the Port of *Arundel*, on and throughout the said River *Arun* Navigation and the said *Wey* and *Arun* Junction Canal into the River *Wey*, or from the said River *Wey*, on and throughout the said *Wey* and *Arun* Junction Canal and the said River *Arun* Navigation to the Port of *Arundel*,

[Local.]

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and

and no farther : Provided always, and it is hereby further agreed by and between the several Parties hereto, that, for the better enabling the said Company of Proprietors of the said River *Arun* Navigation to ascertain, recover, and collect the Tolls, Rates, and Duties, for the Goods, Wares, and Merchandize that shall pass or be carried or conveyed from the River *Thames* into the said intended Canals or Cuts, or from and out of the said intended Canals or Cuts into the said River *Thames*, that it shall and may be lawful to and for the said Company of Proprietors of the said River *Arun* Navigation to employ such Person or Persons, from Time to Time, as they or any Three or more of them may think proper upon the said Canals and Navigations to be made in pursuance of the said Act passed in the Fifty-seventh Year of the Reign aforesaid, for the Purpose of preventing any Evasion of the Payment of the Tolls, Rates, and Duties to which such Goods, Wares, and Merchandizes will be subject or liable to, under a Pretence that such Goods, Wares, and Merchandize was or were liable or subject to the Payment of the reduced Tolls, Rates, and Duties only as in the Cases before mentioned, or under any other Pretence whatsoever, so as such Person or Persons to be so employed in Manner aforesaid do not in any Manner whatsoever impede, hinder, or obstruct the Navigation of the said Canals or Cuts, or Navigations, respectively : And the said several Companies, Parties hereto, further mutually covenant and agree with each other, that they and each of them will make an Application to Parliament in the next or some subsequent Sessions for Leave to bring in a Bill to carry the above Arrangements into complete and full Force and Effect, at the sole Expence of the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation ; provided that nothing in the said Bill shall extend to alter or vary the Act of the said Company of Proprietors of the said River *Arun* Navigation in any other manner than is contemplated by these Presents: In Witness whereof to one Part of this present Indenture, remaining with the Company of Proprietors of the said *Portsmouth* and *Arundel* Navigation, the said Company of Proprietors of the River *Arun* Navigation the Common Seal of the said Company of Proprietors of the said River *Arun* Navigation have caused to be set ; and to the other Part thereof, remaining with the said Company of Proprietors of the said River *Arun* Navigation, the said Company of Proprietors of the said *Portsmouth* and *Arundel* Navigation have caused to be set the Common Seal of the said Company of Proprietors of the said *Portsmouth* and *Arundel* Navigation, the Day and Year first above written.

Second
Agreement
of the said
Companies.

XXIV. And whereas the Second Agreement entered into between the said Company of Proprietors of the River *Arun* Navigation and the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, bears Date the Twenty-second Day of *January* in the Year One thousand eight hundred and twenty-one, and is in the Words and according to the Tenor and Effect following ; (that is to say), This Indenture, made the Twenty-second Day of *January* in the Year of our Lord One thousand eight hundred and twenty-one, between the Company of Proprietors of the River *Arun* Navigation of the one Part, and the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation of the other Part : Whereas by an Agreement bearing Date the Twenty-fifth Day of *February* in the Year of our Lord One thousand eight hundred and eighteen, and made and entered into by and between the said Company of Proprietors of the

River *Arun* Navigation of the one Part, and the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation of the other Part, it was (amongst other Things) stipulated and agreed by and between the said respective Companies, that the said Company of Proprietors of the River *Arun* Navigation should, during the Time the Canals then making by the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation should be making and forming (in order to render the said River *Arun* Navigation complete by the Time the said Canals should be made passable throughout), at their own Costs and Expence, remove and take away from and out of the Channel of the said River *Arun* Navigation the Shoals situate and being at the Places therein mentioned, and should deepen and clear out the said Channel so as to permit Barges drawing Three Feet and Two Inches at least to pass and repass on the said Navigation, and should also take away and remove the Bend on the North Side of *Houghton Bridge* for the Space of One hundred Yards, and should make such Places on the said Navigation for the passing of Two Barges abreast between *Low Mead* and *New Bridge* as might be found convenient; and also should make certain Towing Paths and several other Alterations and Improvements in the said River *Arun* Navigation as therein mentioned and specified: And whereas it is deemed expedient, and hath been agreed upon by and between the said respective Companies, that the Time allowed by the said recited Agreement to the said Company of Proprietors of the River *Arun* Navigation for the Completion of the said intended Alterations and Improvements should be extended, and that certain other Alterations or Variations and Improvements should be made in the Terms of the said Agreement as or to the Effect herein-after specified: Now therefore this Indenture witnesseth, and it is hereby mutually declared and agreed by and between the said Company of Proprietors of the River *Arun* Navigation and the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation to be their true Intent and Meaning; and each of the said Companies for themselves and their respective Successors and Assigns do mutually covenant, promise, and agree, to and with the other of the said Companies, and their respective Successors and Assigns, by these Presents, in manner following; (that is to say), That instead of the Time or Period in the said Agreement mentioned or referred unto, the said Company of Proprietors of the River *Arun* Navigation shall and may take and they are hereby allowed such further Time for the making and completing of the said intended Alterations and Improvements, Towing Paths, and other Works in and about the said River *Arun* Navigation as they the said Company of Proprietors shall think necessary, so as the same do not exceed the Fifth Day of *April* which will be in the Year of our Lord One thousand eight hundred and twenty-three; and also that the said Company of Proprietors of the River *Arun* Navigation shall not be called upon or required in consequence of the said recited Agreement, or on any other Account or Pretence whatsoever, to deepen or clear out the Channel of any Part of the said River *Arun* Navigation any further or otherwise than so as to permit and allow Barges drawing Three Feet and One Inch of Water to pass and repass on the said Navigation, any thing in the said recited Agreement contained to the contrary notwithstanding; but nevertheless the said Company of Proprietors of the River *Arun* Navigation shall be compelled and required, and they do hereby bind and oblige themselves, on or before the said Fifth Day of *April* One thousand eight hundred and twenty-three, to deepen and clear out the

the Channel of all and every Part of the said River *Arun* Navigation, so as to permit Barges drawing Three Feet and One Inch of Water to pass and repass on the same; and further, that they the said Company of Proprietors of the River *Arun* Navigation shall and will, at their own proper Costs and Charges, on or before the Fifth Day of *April* One thousand eight hundred and twenty-three (instead of making such other Places thereon for the passing of Two Barges abreast as stipulated in the said recited Agreement), effectually widen, enlarge, and improve the said River *Arun* Navigation, extending from *New Bridge* to *Pallenham Lock*, in all such Parts and Places where necessary (except in certain Parts, extending for the Distance of Two hundred and fifty Yards or thereabouts, at or near to *Lee Farm* in the Parish of *Pulborough*, and for the Distance of Two hundred Yards, or thereabouts, at or near to *Arfold Hanger* in the Parish of *Wisborough Green*) so as to permit or allow Two Barges or other Vessels to pass and repass abreast or alongside each other (except as aforesaid); and also that they the said Company of Proprietors of the River *Arun* Navigation shall and will, after Power shall be obtained for that Purpose, join the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation in making, forming, and setting out a proper and sufficient Towing Path on the East Side of the said River *Arun*, round a certain Part thereof called the *Horseshoe*, in the Parishes of *North Stoke* and *Burpham*, in the said County of *Sussex*; and shall and will pay and contribute towards the same the Sum of One hundred and twenty Pounds, being Two-fifth Parts of the estimated Expence of making the said Towing Path: And the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation do hereby engage and agree to save harmless and indemnify the said Company of Proprietors of the River *Arun* Navigation from all other Expences attending the making of the said Towing Path: Provided always, and it is hereby further mutually covenanted and agreed upon by and between the said respective Companies Parties hereto, and it is their true Intent and Meaning, that in case the said Company of Proprietors of the River *Arun* Navigation, their Successors or Assigns, shall refuse or neglect to make and complete, on or before the said Fifth Day of *April* One thousand eight hundred and twenty-three, the several Alterations and Improvements or other Works in and upon the said Navigation, as specified and set forth in the said recited Agreement (except so far and in such Particulars as the said Agreement or the Terms thereof is or are hereby varied or altered) and in these Presents or any of them, then and in such Case, and at any Time or Times after the said Fifth Day of *April* One thousand eight hundred and twenty-three, it shall and may be lawful to and for the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, and they are hereby authorized and empowered, to enter into and upon the said River *Arun* Navigation, and all other Places necessary for that Purpose, and to make and complete the said Alterations and Improvements, or other Works, in and upon the said Navigation, or such of them as shall then be or remain unfinished; and all the reasonable Costs and Expences of making and completing the same shall be repaid to and may be recovered by the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, in the like Way and Manner, and by the like Ways and Means, as in and by the said recited Agreement is mentioned and provided for in that behalf, or respecting the Costs and Expences therein mentioned and specified: Provided also, and it is hereby further mutually covenanted, declared, and agreed upon,

upon, by and between the said respective Companies, that the said in part recited Agreement, bearing Date the said Twenty-fifth Day of *February* One thousand eight hundred and eighteen, and every Clause, Article, Covenant, Agreement, Matter, and Thing therein contained, (except so far and in such Parts or Particulars only as the same is or are in and by these Presents altered, varied, enlarged, diminished, or otherwise qualified or explained) shall still be and remain binding and effectual on the said Companies respectively, and their respective Successors and Assigns, and shall be observed, performed, fulfilled, and kept by them respectively, and continue in as full Force, Effect, and Operation, to all Intents and Purposes, as if these Presents had never been made or executed, any thing herein contained to the contrary thereof notwithstanding: In Witness whereof the said Companies, Parties hereto, have hereunto caused to be set their respective Common Seals the Day and Year first above written.

XXV. And be it further enacted, That in case the said Company of Proprietors of the River *Arun* Navigation shall make and complete the several Alterations, Improvements, Towing Paths, and other Works, Matters, and Things contained and specified in the said recited Agreements in pursuance thereof, and according to the true Intent and Meaning of the said recited Acts and of this Act, and also such further Works, Matters, and Things as are by this Act required to be done by them, then it shall and may be lawful to and for the said Company of Proprietors of the River *Arun* Navigation, their Successors and Assigns, and they are hereby fully authorized and empowered, to ask, demand, receive, and recover, by the same Ways and Means, and in the same Manner, as in or by the said recited Act of the Twenty-fifth Year of His said late Majesty's Reign is mentioned or provided for the Recovery of the Tolls, Rates, or Duties thereby granted, for or in respect of all Goods, Wares, and Merchandizes whatsoever, that shall pass or be carried or conveyed out of the said Canals or Cuts, made or to be made by the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, under the Authority of the said Act passed in the Fifty-seventh Year of the Reign aforesaid, or any of them, on and throughout the said River *Arun* Navigation and the *Wey* and *Arun* Junction Canal into the River *Wey*, or from the said River *Wey* on and throughout the said *Wey* and *Arun* Junction Canal and the said River *Arun* Navigation into the said Canals or Cuts made or to be made under the Authority of the said Act passed in the Fifty-seventh Year of the Reign aforesaid, or any of them, the Sum of One Shilling and Sixpence *per* Ton, and so in proportion for any greater or less Quantity than a Ton; any Clause, Matter, or Thing contained in the said recited Act of the Fifty-third Year of the Reign aforesaid to the contrary thereof in anywise notwithstanding: Provided always, that nothing herein, or in the said Agreements contained, shall extend or be construed to extend to authorize or empower the said Company of Proprietors of the River *Arun* Navigation to ask, demand, receive, or recover any greater Sum than One Shilling *per* Ton for and in respect of any Goods, Wares, or Merchandize that shall be laden or unladen, and be carried or conveyed from the Port of *Arundel* on and throughout the said River *Arun* Navigation, and the said *Wey* and *Arun* Junction Canal into the River *Wey*, or from the said River *Wey* into the *Wey* and *Arun*

For confirming the Agreements, and empowering the River *Arun* Navigation Company, on completing the Alterations and Improvements, to demand and receive the increased Rates and Duties.

Junction Canal and the said River *Arun* Navigation to the Port of *Arundel*, and no farther.

Power for the Company of Proprietors of the River *Arun* Navigation, to appoint Persons to act on the *Portsmouth* and *Arundel* Navigation, and Penalty on Persons giving false Accounts of the Destination of their Goods.

XXVI. And for the better enabling the said Company of Proprietors of the River *Arun* Navigation to ascertain, recover, and collect the said Tolls, Rates, and Duties, for all the Goods, Wares, and Merchandize that shall pass or be carried or conveyed from the River *Thames* into the said Canals or Cuts made or now making by the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, or from or out of the said Canals or Cuts into the said River *Thames*; it shall and may be lawful to and for the said Company of Proprietors of the River *Arun* Navigation to appoint or employ such Person or Persons, from Time to Time, as they or any Three or more of them may think proper, to act on the said Navigable Canals or Cuts of the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, for the Purpose of preventing any Evasion of the Payment of the Tolls, Rates, and Duties, to which such Goods, Wares, and Merchandizes will be subject or liable, under a Pretence that such Goods, Wares, and Merchandizes was or were liable to the Payment of the reduced or less Tolls, Rates, and Duties only, as in the Cases before mentioned, or under any other Pretence whatsoever, so as such Person or Persons to be appointed or employed in manner aforesaid do not in any manner whatsoever impede, hinder, or obstruct the Navigation of the said *Portsmouth* and *Arundel* Canals or Cuts; and if any Owner or Owners of, or any Bargemaster or other Person or Persons having the Charge of any Goods, Wares, Merchandize, or Commodities, or of any Boat, Barge, or other Vessel in which the same are carried or conveyed on the said *Portsmouth* and *Arundel* Navigation, or any Part thereof, shall give to such Person or Persons so appointed, or to any Collector or other Officer or Person in the Employ of the said Company of Proprietors of the River *Arun* Navigation a false Account of the Place from whence such Goods, Wares, Merchandize, and Commodities were shipped or have been brought from, or of the Destination of, or of the Place to which the same are to be carried, for the Purpose of being charged with lesser Rates, Tolls, or Duties than are hereby and by the said First Agreement authorized or agreed to be taken, and shall in consequence of such false Account be only charged with such lesser Rates, Tolls, or Duties, when in fact liable to pay more every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, over and above all the Rates, Tolls, or Duties which shall be payable for such Goods, Wares, Merchandize, or Commodities; such Penalty to be recovered in the Manner in which Penalties are directed in and by the said recited Act of the Twenty-fifth Year of the Reign of His said late Majesty to be recovered, and to be applied to the Use of the said Company of Proprietors of the River *Arun* Navigation.

Cuts to be made to convey the Water in certain Cases.

XXVII. Provided always, and be it further enacted, That in case the said Company of Proprietors of the River *Arun* Navigation shall make any Lock or other Work across the present River *Arun* so as to overflow the Lands, then the said Proprietors shall make such additional and further necessary Cut or Cuts, Work or Works for the Purpose of conveying the Water into and down the said River as shall be necessary for that Purpose.

XXVIII. And whereas Doubts have arisen whether the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation are enabled by virtue of the said recited Act, made in the Fifth-seventh Year of the Reign of His said late Majesty, to raise by way of Mortgage under the Authority of that Act, the Sum of Forty thousand Pounds in addition to the Sum of One hundred and twenty-six thousand Pounds by Shares as therein mentioned, and the said Company of Proprietors relying on their having such Power or Authority have proceeded in the making of the Canals or Cuts and other Works authorized to be made by the said Act, and also by another Act passed in the Fifty-ninth Year of the Reign of His said late Majesty, intituled *An Act for giving further Powers to the Company of Proprietors of the Portsmouth and Arundel Navigation, and to the Company of Proprietors of the Wey and Arun Junction Canal, and to confirm an Agreement entered into between the said Companies*; be it therefore enacted, That it shall and may be lawful for the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation, and they are hereby fully authorized and empowered, at any Time or Times after the passing of this Act, to raise, borrow, and take up at Interest by way of Mortgage, in such Way and Manner, and subject to such Rules, Orders, and Regulations as by the said Act of the Fifty-seventh Year of His said late Majesty's Reign is or are directed with respect to the Monies thereby authorized to be raised by way of Mortgage, any further or additional Sum or Sums of Money, not exceeding in the whole the Sum of Forty thousand Pounds, for the Purpose of completing the Canals or Cuts and other Works authorized to be made by the said Acts or either of them, over and above and in addition to the said Sum of One hundred and twenty-six thousand Pounds authorized to be raised in and by the said recited Act of the Fifty-seventh Year of His said late Majesty's Reign; any thing in the said Acts or either of them contained to the contrary notwithstanding.

For removing a Doubt as to the Power contained in 57 G.3. c. 63. of borrowing Money.

59 G.3. c. civ.

XXIX. And be it further enacted, That so much of the said Canal as does not form any Part of the River *Arun* shall not be subject or liable to the Controul, Direction, Survey, or Order of any Commissioners of Sewers, or to any Law or Statute relating to Sewers, any thing in any former Law or Statute to the contrary notwithstanding.

Canal not to be subject to the Powers of Commissioners of Sewers.

XXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to lessen or take away, in any respect whatsoever, the Power of the present or any future Commission of Sewers for the Rape of *Arundel*, in the said County of *Sussex*, but that the same shall continue in full Force and Effect, and the Commissioners of Sewers for the Time being shall have the same Power within the Limits appointed by the present or any other Commission of Sewers hereafter to be granted for the said Rape of *Arundel* as such Commissioners would have had in case this Act had not been made, otherwise than as the same may be altered, varied, or abridged by the Powers and Authorities given by this Act.

Powers of the Commissioners of Sewers to remain the same, &c.

XXXI. Provided always nevertheless, and be it further enacted, That if the Commissioners of Sewers for the Rape of *Arundel* shall, on or before the Fifth Day of *July* One thousand eight hundred and twenty-two, widen the said River *Arun* and the Navigation thereof from *Houghton* Bridge to the Road at the Foot of *Burpham* Chalk Pits, so as to make

If Commissioners of Sewers fail to do certain Works on or before 5th of July 1822, the

the Arun
Company
are to do it
on or before
5th of April
1823.

the same on all Parts not less than Thirty-five Feet wide, on the natural Surface of the adjoining Land, then and in such Case the said Company of Proprietors of the River *Arun* Navigation shall be and they are hereby discharged from all Liability so to widen the same; but if the said River shall not be widened by the said Commissioners of Sewers in the manner herein-before mentioned by the Day and Time above appointed for that Purpose, that then the said Company of Proprietors shall and they are hereby required to widen the same as aforesaid on or before the Fifth Day of *April* One thousand eight hundred and twenty-three.

Limiting the
Time for
completing
the Works.

XXXII. And whereas the Works by this Act authorized to be made may be completed (if not prevented by inevitable Accident) within the Space of Five Years from the passing of this Act, according to an Estimate of the probable Time within which the same may be completed; be it therefore further enacted, That if the said Works intended to be hereby carried into Effect shall not have been completed, so as to answer the Objects of this Act, within the Space of Six Years from and after the passing of this Act, all the Powers and Provisions given and granted by this Act shall from thenceforth cease and become void, save only and except as to so much of the said Works as shall have been completed within the said Space of Six Years.

Act not to
affect the
54G.3.c.159.

XXXIII. Provided always, and be it enacted, That nothing herein contained shall be construed to restrain, revoke, or annul, or in anywise affect the Powers of an Act made and passed in the Fifty-fourth Year of the Reign of His late Majesty, intituled *An Act for the better Regulation of the several Ports, Harbours, Roadsteads, Sounds, Channels, Bays, and Navigable Rivers in the United Kingdom, and of His Majesty's Docks, Dock-yards, Arsenals, Wharfs, Moorings, and Stores therein, and for repealing several Acts passed for that Purpose*; or the Penalties inflicted on Persons offending against the same, but that the same shall remain in full Force and Effect.

Justices of
the Peace to
act within
their own
Jurisdic-
tions.

XXXIV. And be it further enacted, That all the Powers and Authorities by the said recited Acts and this Act given to and vested in any Justice or Justices of the Peace, shall be exercised and executed by such Justice or Justices within the Limits of their respective Jurisdictions only, and not elsewhere.

Public Act.

XXXV. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded.

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