



ANNO SECUNDO

VICTORIÆ REGINÆ.

Cap. xxvi.

An Act for enabling the Company of Proprietors of the *Herefordshire and Gloucestershire Canal Navigation* to raise a further Sum of Money, and for amending the Acts relating thereto.

[4th June 1839.]

WHEREAS an Act was passed in the Thirty-first Year of the Reign of His Majesty King George the Third, intituled *An Act for making and maintaining a navigable Canal from the City of Hereford to the City of Gloucester, with a collateral Cut from the same to the Town of Newent in the County of Gloucester:* 31 G. 3. c. 89. And whereas another Act was passed in the Thirty-third Year of the Reign of His said Majesty, intituled *An Act to vary and extend the Line of the Canal authorized to be made by an Act passed in the Thirty-first Year of the Reign of His present Majesty, intituled 'An Act for making and maintaining a navigable Canal from the City of Hereford to the City of Gloucester, with a collateral Cut from the same to the Town of Newent in the County of Gloucester;'* 33 G. 3. c. 119. and to amend the said Act: And whereas by the said first-mentioned Act several Persons were incorporated by the Name and Style of The Company of Proprietors of the *Herefordshire and Gloucestershire Canal Navigation*, and were empowered to raise and contribute amongst themselves a Sum of Money not exceeding in the whole the Sum of Seventy-five

[Local.] 6 R thousand

thousand Pounds, and the said Company were authorized, in case such Sum should prove insufficient, to raise by further Calls on the several Proprietors of Shares, or by Mortgage of the said Undertaking, a further Sum of Money, not exceeding in the whole the Sum of Thirty thousand Pounds: And whereas the said Company have raised the said Sums of Seventy-five thousand Pounds and Thirty thousand Pounds by Subscription amongst themselves, and have completed the Part of the said Canal situated in the County of *Gloucester*, and a Portion of the said Canal situated in the County of *Hereford*, and have opened the same for the Use of the Public: And whereas it is expedient that Power should be given to the said Company to raise a further Sum of Money for the Purposes of the said Undertaking, and that some of the Powers and Provisions of the said Acts should be altered, amended, and enlarged; but the same 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said recited Acts, and all the Powers, Authorities, Penalties, Forfeitures, Rules, Remedies, Directions, Articles, Matters, and Things therein contained, (except so far as the same are altered, varied, repealed, or otherwise provided for,) shall be good, valid, applicable, and effectual for carrying this Act into execution, in as full, ample, and beneficial a Manner to all Intents and Purposes whatsoever as if the same had been repeated and re-enacted expressly and at length in the Body of this Act.

Powers of
recited Acts
extended to
this Act.

Repealing
certain Pro-
visions in the
recited Acts.

II. And be it further enacted, That so much of the said first-recited Act as enacts, that so soon as any Lands, Tenements, or Hereditaments should have been set out it should be lawful for all Corporations and other Persons to sell and convey the same to the Company, and to sell and exchange any Part separated into small Parcels; and that all Corporations and Persons might choose to receive Satisfaction for the Value of the Land, or for any Damage, by Payment of annual Rents or Sums in lieu of gross Sums; and that certain Persons therein named should be Commissioners for settling all Differences which might arise between the Company and the Proprietors of any Lands, and for determining the Sum to be paid for such Lands or for any Damages; and that if any Corporation or Person having a partial or qualified Estate or Interest should neglect or refuse to treat with the Company, the Commissioners should issue a Warrant to the Sheriff of the County directing him to impanel a Jury to assess the Value of the Lands or of any Damages which might be sustained; and that Juries should be under the same Regulations as those of the Courts at *Westminster*; and that the Expences of the Jury should be settled by the Commissioners, and in what Manner the same should be paid; and that every Person making Complaint and requesting such Jury should enter into a Bond to prosecute his Complaint; and that the Commissioners should not be obliged to receive any Complaint unless Notice should have been given to the Company within Six Calendar Months after the Injury should have ceased; and that any Person giving false Evidence

Evidence should be liable to the Punishment of Perjury; and that Compensation should be made for Damage done by the Company in obtaining Materials; and that the Commissioners and Juries were required to distinguish the Value set upon the Land and the Money assessed for Damages separate and apart from each other; and that upon Payment or Tender of the Monies the Company might enter upon the Lands and commence their Works therein; and that all Determinations of the Commissioners, and also all Judgments and Verdicts, should be enrolled amongst the Records of the Quarter Sessions of the Peace; and that upon Payment and Entry of such Verdicts the Company should be deemed to be in the actual Possession of the Lands; and that the Purchase Money to be paid to any Corporation or Person under Disability should be laid out by the Company in the Purchase of other Lands; and that the Commissioners be empowered to settle what Proportion of the Purchase Money should be paid to any Party having a particular Interest; and that the Money agreed on or determined might be recovered from the Company; and that the Company should, until the said Canal should be completed, pay unto every Person who should subscribe the Sum of One hundred Pounds Interest for the same after the Rate of Five Pounds *per Centum per Annum*; and that in case the Proprietor of any Manor or Estate containing any Mines lying within the Distance of Four Miles from any Part of the Canal should find it expedient to make any Railways over the Lands of any other Person it should be lawful for him so to do, making Satisfaction for the Damage occasioned thereby, such Satisfaction, in case of Disagreement, to be settled by the Commissioners, and to be subject to the Verdict of a Jury; and also so much of the said recited Act as directs the Nomination and Appointment of the Commissioners, and the Regulations of their Meetings; and as enacts that the Lands and Grounds to be purchased or taken, and all Warehouses and other Buildings to be erected by the Company, and all Tolls, Tonnage, Lock and other Dues, should be exempted from the Payment of any Taxes, Rates, Assessments, and Impositions whatsoever, which Exemption from the Payment of such Rates, Taxes, Assessments, and Impositions should be considered in the Estimate of the Value of the Purchase of the Lands intended to be cut through; and that if any Action, Suit, or Information should be brought against any Person for any thing done in pursuance of that Act, every such Action, Suit, or Information should be brought within Six Calendar Months next after the Fact committed, or in case of a Continuation of Damages, then within Six Calendar Months next after the doing or committing such Damages should cease, and should be brought in the County where the Matter in dispute should arise; and that the Defendant in such Action might plead the General Issue; and if it should appear to have been so done, or if any Action, Suit, or Information should be brought after the Time limited, the Jury should find for the Defendant; and that in certain Cases the Defendant should have his Costs; and also so much and such Part of the said secondly-recited Act as enacts that the Company might treat with the Lords of the several Manors in which any Copyhold Lands are situated for the Enfranchisement thereof, and that such Lords might enfranchise any such Lands; and the Application of the
Money

Money to be paid for such Enfranchisement, shall be and the same several Enactments are hereby declared to be repealed, and from henceforth null and void, to all Intents and Purposes whatsoever: Provided always, that the Repeal of the said Enactments and Provisions shall not prejudice or affect any Conveyance or Purchase already made by the said Company under the Powers and Authorities of the said Acts or either of them.

Repeal of Power to take Water from a Distance of 3,000 Yards from the Canal.

III. And be it further enacted, That so much of the said first-recited Act as enables the said Company to supply the said Canal with Water from any Springs, Brooks, Streams, and Rivers situated within the Distance of Three thousand Yards from any Part of the said Canal, shall be and the same is hereby declared to be repealed: Provided always, that nothing herein contained shall extend or be construed to extend to prevent the said Company of Proprietors from making use of the Waters of all such Rivers, Springs, Brooks, Streams, and Waters as have been or are now used by them for supplying the said Canal with Water to the Extent that such Rivers, Springs, Brooks, Streams, and Waters have hitherto been used for the Purposes of the said Canal.

Company may take Water from the River Frome.

IV. And whereas the Line of the said Canal is laid down to cross the River *Frome*, and by the said first-recited Act the said Company are authorized and empowered to take Water from the same River for the Purpose of supplying the same Canal with Water; be it therefore further enacted, That notwithstanding any thing herein contained it shall be lawful for the said Company to take such Water as they may require from the said River for the Purposes of the said Canal, upon making full Compensation to the several Persons entitled to the Use of the said Water for any Injury or Damage they may sustain thereby, in the same Manner as the said Company are by the said recited Acts or this Act directed to make Compensation for any Lands taken, or for any other Injury or Damage sustained by reason of the Execution of the Powers contained in the said recited Acts or this Act.

Repeal of Clause empowering Commissioners to rectify Mistakes in Book of Reference.

V. And whereas it is by the said first-recited Act enacted, that the said Company of Proprietors should and might make the said Canal and collateral Cut into, through, across, or over the Lands or Grounds of any Person or Persons whomsoever into or through whose Estates, Lands, or Grounds such Deviations should extend, (although their Name or Names were not mentioned in the Book of Reference, or into or through the Estates, Lands, or Grounds of any Person or Persons whose Name or Names should appear to the Satisfaction of the Commissioners or any Five or more of them, and be by them certified under their Hands, to have been by Mistake omitted in the said Book of Reference, or that instead thereof the Name or Names of some other Person or Persons to whom such last-mentioned Estates, Lands, and Grounds did not belong had or had been inserted therein: And whereas it is expedient that such Enactment should be repealed, and other Provisions made in lieu thereof; be it therefore enacted, That the same shall be and is hereby repealed.

VI. And

VI. And be it further enacted, That it shall be lawful for the said Company of Proprietors to make the said Canal in the Line or Course, and upon, across, under, and over the Lands delineated on the Maps or Plans referred to in the said recited Acts, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, misstated, or erroneously described in the References referred to in the said Acts, if it shall appear to any Two or more Justices of the Peace for the County or Place wherein the Matter in question shall arise in Petty Sessions assembled, (in case of any Dispute about the same,) and be certified by Writing under their Hands, that such Omission, Misstatement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and kept by the Clerk of the Peace of the County within which the Matter in question shall arise.

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

VII. And be it further enacted, That it shall be lawful for the said Company to raise and contribute amongst themselves, or by the Admission of new Subscribers, in addition to the Sums of Money which they have so already raised as aforesaid under and by virtue of the said first-recited Act, any further Sum or Sums of Money, not exceeding in the whole the Sum of Forty-five thousand Pounds, in such Proportions as they shall think fit, and for that Purpose to issue such and so many Shares of One hundred and forty Pounds each, and to demand such Price for the same as the said Company shall think expedient; and the said Company are hereby authorized to fix the Amount of the Calls upon such Shares, and the Time or Times when the same shall be made; and such new or additional Shares so to be created by virtue of this Act shall or may be transferred or assigned from Time to Time, and shall and may be forfeited for Nonpayment of the Calls made thereon, in such and the same Manner as is provided in and by the said first-recited Act with regard to the Calls made on the Shares therein mentioned or referred to; and all Persons and Parties whomsoever, and their several and respective Executors, Administrators, and Assigns, who shall severally subscribe for One or more of the said new or additional Share or Shares, and shall pay such Sum or Sums of Money as shall be fixed by the said Company as the Price of any Share or Shares, shall respectively be entitled to and receive such proportional Part and Parts of the Profits and Advantages that shall and may arise and accrue from the said Undertaking, and have a Vote or Votes in respect of the same at all Meetings of the said Company of Proprietors to be held in pursuance of the said recited Acts, with Power and Authority to appoint a Proxy or Proxies in his, her, or their Room or Stead, in such Way and Manner, and to the same Extent, to all Intents and Purposes, as is and are enacted and provided in and by the said first-recited Act with regard to the present or old or original Subscribers to and Proprietors of the said Undertaking.

Power to raise an additional Sum of Money by Subscription.

VIII. And whereas no Money has been raised by Mortgage of the said Undertaking; be it therefore enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, at any Time after the passing of this Act, by an Order of any General

Power to borrow the Sum of 35,000*l*.

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Assembly

Assembly of the said Company, to raise and borrow any Sum or Sums of Money not exceeding in the whole the Sum of Thirty-five thousand Pounds.

Power to borrow a further Sum of 15,000*l*.

IX. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, after the said Sum of Forty-five thousand Pounds shall have been subscribed for, to borrow and take up at Interest any Sum or Sums of Money, not exceeding in the whole the Sum of Fifteen thousand Pounds, in such Proportions as they shall think reasonable, either in anticipation or in addition to the said Sum of Forty-five thousand Pounds hereby authorized to be raised by Shares as aforesaid, and in addition to the said Sum of Thirty-five thousand Pounds hereby authorized to be raised by Mortgage as aforesaid.

Company may mortgage Property and Rates as a Security for the Money borrowed.

X. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, from Time to Time to mortgage and assign the Property of the said Undertaking, and the Rates arising or to arise by virtue of the said first-recited Act, or any Part thereof, under the Common Seal of the said Company, as a Security for the said Sums of Thirty-five thousand Pounds and Fifteen thousand Pounds, together with Interest thereon at such legal Rate as may from Time to Time be agreed upon, to such Person or Persons, or to his or their Trustee or Trustees, as shall advance the same respectively, in the like Manner and Form, and with, under, and subject to the like Provisions, Powers, Remedies, Directions, and Regulations, as are in the said first-recited Act and this Act contained concerning the borrowing of Money, or securing or recovering the same or the Interest thereof; and the several Persons to whom any Security shall be made under the Authority of this Act shall be equally entitled one with another to the Rates and Premises thereby conveyed and assigned, in proportion to the Sum of Money for which such Security shall be executed, without any Preference by reason of the Priority in Date of any such Mortgage or otherwise howsoever.

Interest of Money borrowed to be paid in preference to Dividends.

XI. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this or the said first-recited Act, to the Proprietors of the said Company, or any of them; and in case such Interest, or any Part thereof, shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the Counties of *Hereford* or *Gloucester*; not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Rates as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to

be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by Action of Debt in any of Her Majesty's Courts of Record at *Westminster*:

XII. And be it further enacted, That in case the said Company, instead of borrowing such further or additional Sums as aforesaid, or any Part thereof, by way of Mortgage, shall think it advisable to raise such further or additional Sums, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sums by way of Mortgage, and to raise the Remainder thereof or any Part thereof, or any Part of the Remainder, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares in the Manner herein-before directed, to augment their Capital Stock by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continued at Interest by way of Mortgage as aforesaid, shall not exceed in the whole Ninety-five thousand Pounds hereby authorized to be raised by Shares and by Mortgage as aforesaid; and all such further and additional Capital Stock shall be considered as Part of the general Capital Stock of the said Company, and shall be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company.

Power to increase the Capital Stock by raising additional Shares.

XIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, instead of raising all or any of the Money herein-before authorized by issuing Shares of One hundred and forty Pounds each, to raise all or any Part of such Money by the Issue of Shares of Twenty Pounds each, in the same Manner, and with the same Powers and Authorities, and subject to the same Provisions and Restrictions, as are herein-before provided with respect to other Shares to be issued by the said Company: Provided always, that the Owners and Proprietors of such Shares of Twenty Pounds each shall be entitled to participate in the Profits and Dividends of the said Company in the Proportion which the Amount or nominal Value of such Shares bear to the Sum of One hundred and forty Pounds, in the same Manner and as beneficially as the original Subscribers to the said Undertaking: Provided always, that every Share of Twenty Pounds shall in voting be reckoned equal to One Seventh of a full Share of One hundred and forty Pounds.

Company may issue 20l. Shares

XIV. Pro-

Company
may agree
that new
Shares shall
have Priority.

XIV. Provided always, and be it further enacted, That it shall be lawful for the said Company to agree, on the Creation of any new Shares under the Authority of this Act, to pay to the Proprietors thereof Interest or Dividends to such an Amount as the said Company may agree upon out of the Rates and other Revenue of the said Company previous to the Payment of any Dividend on the present Shares in the said Undertaking; and such Interest or Dividends on the Shares created under the Authority of this Act shall continue to be so paid until the Rates and other Revenue will enable the said Company to declare on all the then existing Shares in the said Undertaking a larger Dividend than the Interest or Dividend to be agreed upon as aforesaid, from which Period an equal Dividend shall be from Time to Time declared and paid on all the Shares in the said Undertaking.

Bye Laws to
be confirmed.

XV. And be it further enacted, That no Bye Laws or Regulations which the said Company may have heretofore made under the Authority of the said first-recited Act (except such as may relate solely to the Proprietors or Committee of Management of the said Company, or to any of their Officers or Servants,) shall be valid or binding for a longer Period than Six Months from the passing of this Act; nor shall any Bye Law or Regulation (except as aforesaid) which may hereafter be made by the said Company be valid or binding, unless the same shall be allowed by some Judge of One of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace of the County of *Hereford* or County of *Gloucester*, which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws or Regulations which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws or Regulations shall be so framed as to allow the Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Persons
under legal
Disability
empowered
to sell and
convey
Lands.

XVI. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of the said recited Acts shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees, and all other Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of the said Acts in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique
Trusts,

Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be according to the following Form, (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements,) or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; (that is to say,)

‘ I of in consideration Form of
‘ of the Sum of to me [*or, as the Case may be,* Conveyance
‘ into the Bank of *England*, in the Name and with the Privity of the to the Com-
‘ Accountant General of the Court of Exchequer, *ex parte* the pany.
‘ Company of Proprietors of the *Herefordshire and Gloucestershire*
‘ Canal Navigation], [*or to A. B. of and C. D. of*
‘ their Heirs and Assigns, Two Trustees
‘ appointed to receive the same], pursuant to the Act after men-
‘ tioned, paid by the Company of Proprietors of the *Herefordshire*
‘ and *Gloucestershire* Canal Navigation established and incorporated
‘ by an Act of Parliament passed in the Thirty-first Year of the Reign
‘ of His Majesty King *George* the Third, intituled [*here set forth*
‘ *the Title of the first-recited Act*], and also acting under and by
‘ virtue of the said Act, and under and by virtue of another Act
‘ passed in the Year of the Reign of Her Majesty Queen
‘ *Victoria*, intituled [*here set forth the Title of this Act*], do hereby
‘ convey to the said Company, their Successors and Assigns, all
‘ [*describing the Premises to be conveyed*], together with all Ways,
‘ Rights, and Appurtenances thereto belonging, and all such Estate,
‘ Right, Title, and Interest in and to the same and every Part
‘ thereof as I am or shall become seised or possessed of, or am by
‘ the said Acts capacitated or empowered to convey, to hold the
‘ Premises to the said Company, their Successors and Assigns, for
‘ ever, according to the true Intent and Meaning of the said Acts.
‘ In witness whereof I have hereunto set my Hand and Seal
‘ the Day of in the Year of our Lord

And all such Conveyances as aforesaid shall be valid and effectual, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Dower, and all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands in such Conveyances respectively comprised, as shall be purchased or compensated for by the Consideration therein mentioned, but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion and Inheritance.

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XVII. Pro.

Lands taken
of any Cor-
poration or
Person under
Disability to
be valued by
a Surveyor.

XVII. Provided always, and be it further enacted, That the Consideration Money to be paid for any Land to be purchased from or conveyed by any Person or Corporation under any Disability or Incapacity as aforesaid, or not having Power to sell, except under the Provisions in the said recited Act or herein-before contained, and the Compensation Money to be paid for any permanent Damage or Injury to such Lands, shall not be less than shall be determined by the Verdict of a Jury, or by such Surveyor as any Two Justices acting for the said County of *Hereford* shall for that Purpose nominate; and the said Surveyor shall annex to his Survey, Estimate, or Valuation, when completed, a Declaration of the Correctness thereof, in the Form (or as near thereto as the Circumstances of the Case will admit) prescribed in the Schedule of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth for the Suppression of voluntary and extra-judicial Oaths and Affidavits.

Conveyance
of Copy-
holds.

XVIII. Provided always, and be it further enacted, That if any Contract or Agreement shall be made or entered into for or in respect of any Lands to be taken or used by virtue of the Powers of the said recited Acts or of this Act for the Purposes thereof, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract and Agreement shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or be Parcel according to the Custom of such Manor, which Surrender shall and may be made by all Bodies Politic, Corporate, or Collegiate, and Persons by this Act authorized and empowered to make Conveyances of Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estate and Interest as such Conveyance as aforesaid, made by the same Person, would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Person; and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until the said Company shall contract with the Lord or Lady for the Time being of such Manor, or if infant, lunatic, or idiot, then with his or her Guardian or Committee, for the Enfranchisement of such Lands, and such Lord or Lady, whether sole or married, and whether Trustee or seised in his or her own Right, and his or her Guardian or Committee, if infant, lunatic, or idiot, is hereby empowered to contract for the Enfranchisement of and to enfranchise the same Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed to be used in the Case of the Conveyance of Freehold Lands, or by any other Form of Conveyance, notwithstanding that he or she shall be seised of or entitled to the same Manor for a less Estate than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord or Lady from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he or she would have received in case such Copyhold or Customary Premises had continued to be
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the Property of Persons in their natural Capacities, the said Lord or Lady shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him or her in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, and also the Apportionment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Tenements of which a Part only shall be taken for the Purposes of the said recited Acts, and also the Price to be paid by the said Company for the Enfranchisement of any such Lands (and which Purchase, in case the Lord or Lady of such Manor shall require the same, shall be compulsory on the said Company) shall, if not settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken is directed by this Act to be settled in case of Dispute as to the Value thereof.

XIX. And be it further enacted, That in all Cases in which the Lord or Lady of the Manor whereof any Copyhold or Customary Lands required to be taken or used for the Purposes of the said recited Acts are held or Parcel, or, being infant, lunatic, or idiot, his or her Guardian or Committee, shall be willing to enfranchise such Copyhold or Customary Lands, and such Lord or Lady shall be seised of or entitled to such Manor for a less Interest than an Estate in Tail, General or Special, in Possession, or where he or she would be unable, by Deed acknowledged and enrolled in pursuance of the Act for the Abolition of Fines and Recoveries, to enfranchise the same Lands, or shall, whether having such limited or entire Interest of such Manor, be infant, lunatic, or idiot, then the Money agreed upon or awarded by a Jury to be paid for the Enfranchisement thereof shall be paid and disposed of, under the Direction or Approbation of the Court of Exchequer, or without such Direction and Approbation, according to the Amount thereof, in the same Manner in all respects as in this Act is directed and provided with respect to Money agreed upon or awarded by a Jury to be paid for the Purchase of any Lands taken or used for the Purposes thereof which shall belong to any Person under any Disability or Incapacity whatsoever; and in all Cases in which the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands of which a Part only shall be taken for any of the Purposes of the said recited Acts shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lord or Lady of the Manor whereof the same Copyhold or Customary Lands are held or Parcel, or of his or her Trustee, Guardian, or Committee; and if not so settled, the same shall then be assessed and determined by the Verdict of a Jury, if required, in such Manner as in and by this Act is directed and provided, before which Jury the said Lord or Lady of the Manor, or his or her Trustee, Guardian, or Committee, shall be entitled to appear and be heard, and for such Purpose shall have the same Notice as is required to

Application of Money in respect of the Enfranchisement of Copyholds belonging to Lords of Manors under Incapacity.

to be given to Owners of Lands under similar Circumstances; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom or Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedy or Remedies for the Recovery of the Rents and Services for the same after the Apportionment thereof; and in all Cases where the Lord or Lady of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of the said recited Acts, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be sold or disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Rents of
Leases to be
apportioned.

XX. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of the said recited Acts, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken is hereby directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not required for the Purposes of the said first-recited Act, but the same shall,

shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

XXI. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands required to be taken or used for the Purposes of the said recited Acts (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not, or whether such Mortgage shall affect such Lands solely, or jointly with any other Lands which shall not be so required,) shall, on Payment or Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon; and the just Costs, if any, then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, which Tender and Payment the said Company are hereby authorized to make; and to deduct the same from any Sum agreed or directed to be paid for the Estate or Interest of the Party entitled to the Equity of Redemption of and in the Lands so mortgaged, in case the same shall be sufficient for the Purpose, immediately alien, release, assign, and transfer the respective Interests of such Mortgagees in such Lands to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the Lands so required to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid on such Payment or Tender, then, on Payment of the same into the Bank of *England*, to the Account of the Mortgagee, all Interest on every such mortgaged Debt, and all Claim and Right of every such Mortgagee thereto, shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs (if any), due on any such Mortgage as aforesaid, into the Bank of *England*, at or before the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance for the Use of such Mortgagee, at any Time within Six Calendar Months after Tender of the Principal, Interest, and Costs, and Six Calendar Months Interest in advance as aforesaid, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Alienation, Release, Assignment, or Transfer, all the Estate, Right, Title, Use, Trust, Mortgagees of any Lands to convey to the Company upon Payment of Principal and Interest.

[Local.]

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Property,

Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, or for whom he shall be Trustee, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage, or so much thereof as shall be required for the Purposes of the said recited Acts, to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

XXII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of the said recited Acts, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of the said recited Acts, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of the said recited Acts from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands, whether absolutely or for such Estate as might capacitate him to convey for the Purposes of the said recited Acts, on the one Part, and the said Company on the other Part; and in case of any Difference between them, or in case the Mortgagee, or the Person entitled to the Equity of Redemption, shall be absent from *England*, or not to be found, or under any Disability or Incapacity, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as hereinbefore directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs, and other Monies due or secured thereon; and thereupon such mortgaged Lands shall become vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged

mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall be taken for the Purposes of the said recited Acts as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

XXIII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, and the respective Owners and Occupiers of any Lands through or upon which the said Canal is by the said recited Acts authorized to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, Satisfaction or Recompence for the Value of such Lands or of the Interest therein by them conveyed, and also for and on account of any Damage or Loss which may be sustained by such Persons by reason of the taking thereof, or otherwise by reason of the Execution of the Powers of this or the said recited Acts, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively, or either of them concerning which they do not so agree, shall be ascertained and settled, if required, by the Verdict of a Jury as herein-after is directed.

Satisfaction to be made for Lands taken for the Canal.

XXIV. And for settling all Differences which may arise between the said Company and the several Owners, Lessees, and Occupiers of or Persons or Corporations interested in any Lands which shall or may be taken, used, or damaged, or injuriously affected, by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or Person so interested, or entitled and capacitated to sell, agree, convey, or release as aforesaid, or any other Person, shall not agree with the said Company as to the Amount of such Purchase Money, or Satisfaction, Recompence, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within One Calendar Month next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may

In case the Parties refuse, or are incapable to treat, the Value of the Land and of Damages to be settled by a Jury.

may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall, for the Space of Three Calendar Months next after Notice in Writing shall have been given to any of such Trustees or Parties respectively, or left at his last or usual Place of Abode, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of the said recited Acts, or for the Purchase of Lands required for the Purposes of the said recited Acts, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Committee of Management of the said Company, to the Sheriff of the County of *Hereford*, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of the said County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the said County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to impanel, summon, and return; and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured to attend that Service, (being so qualified as aforesaid,) to
make

make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or, being Quakers, upon their Affirmation, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of Right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them, which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid, the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury: Provided always, that in such Inquiry the Person claiming Compensation shall be treated as Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions of Law are entitled to: Provided also, that not less than Fourteen Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode.

XXV. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County of *Hereford* among the Records of the Quarter Sessions of such County, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Verdicts to
be recorded,

Penalties
upon Sheriffs,
&c., Jurors
or Witnesses,
making
default.

XXVI. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person, shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty and Forfeiture shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the said County of *Hereford*, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any), after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Jurors to be
under the
same Regu-
lations as in
the Courts at
Westminster.

XXVII. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of Her Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or, being Quakers; upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Expences of
Jury how to
be paid.

XXVIII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said recited Acts, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereby granted, all the Costs, Charges, and Expences incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of
Witnesses,

Witnesses, and recording the Verdict or Judgment thereon, and the reasonable Fees to be paid to One Counsel for his Attendance before such Jury, and otherwise incident to the said Inquisition, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, or of their Treasurer, under a Warrant to be issued for that Purpose by any Justice of the Peace for the said County of *Hereford* not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, then one Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Tender or Payment in satisfaction of the whole thereof.

XXIX. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in this Act mentioned, for the Purchase of any Lands for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable, from any Cause whatever, to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable, from any Cause, to convey the same, then upon Payment of such Money into the Bank of *England*, as in this Act directed, to the Credit of the Parties interested in such Lands, or, in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands which any Corporation, Trustee, or other Person under Disability is by this Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in this Act is directed, to an Account *ex parte* "The Company of Proprietors of the *Herefordshire* and *Gloucestershire* Canal Navigation," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and

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

and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Acts and this Act, and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail, and other Estates in Reversion and Remainder, and also all Titles, Limitations, and Trusts whatsoever of and in the said Lands purchased or paid for by means of such Payment, Tender, or Deposit: Provided always, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said recited Acts, except as hereafter mentioned, without the previous Consent of the Persons in receipt of the Rents and Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Canal, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof,) with the Consent of the Owners and Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the District within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode: Provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line and the Nature of the Soil thereof, whether by the Destruction of Timber, boring, Excavation, or otherwise; such Compensation, in case of Dispute about the same, to be settled by any Two Justices of the Peace for the District where the Lands may be.

Penalty for entering on Lands before Purchase.

XXX. And be it further enacted, That if the said Company or any of their Contractors shall wilfully enter upon and take possession of any Lands, except for the Purposes herein-before mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in possession or receipt of the Rents and Profits, continue in the unlawful Possession of the said Lands after a reasonable Time allowed them for removing therefrom, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day,

Day, and so in proportion for any fractional Part of a Day, they or their Contractors may so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession and receipt of the Rents and Profits of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid, if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person, although such Person may not have been legally entitled to receive the same, or shall have *bonâ fide* made an incorrect Deposit thereof, nor shall any Decision of Justices under the Provisions herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that the said Company shall, after Notice of this Provision to any Contractor, be entitled to recover from such Contractor any Penalty in which they may have been convicted in consequence of the Acts of such Contractor done without the Authority of the said Company.

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

Expences of
Titles to be
paid by the
Company.

XXXII. And be it further enacted, That if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of

How such
Costs are to
be ascer-
tained.

[Local.]

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the

the Masters of the said Court to be taxed in the usual Manner; and such Order shall be served on the Party aforesaid, who shall be at liberty to proceed under the same; and after Taxation thereof it shall be lawful for the said Court to order and direct the Amount of such Costs, Charges, and Expences so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Party from whom the Premises shall have been purchased or taken, to be paid to the Party aforesaid: Provided always, that the said Company shall not be at liberty to enter into possession of the Premises so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sum claimed in respect of the same in the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* the Company of Proprietors of the *Herefordshire* and *Gloucestershire* Canal Navigation, pursuant to the Method prescribed by the herein-mentioned Act passed in the First Year of the Reign of His Majesty King *George* the Fourth, which Sum shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless the Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Party from whom the said Premises were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Notice of
Injury to be
given to the
Company
before Com-
plaint.

XXXIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of the said recited Acts, unless Notice in Writing by or on the Behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall, after Demand made by or on behalf of the said Company, stating this Provision, have been given by such Person or Corporation to the said Company within the Space of Two Calendar Months after such Demand shall have been made by or on behalf of the said Company.

Settling Dis-
putes as to
Damages to
a small
Amount.

XXXIV. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of the said recited Acts, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does

not exceed the Sum of Fifty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County of *Hereford*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

XXXV. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of the said recited Acts, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrances charged thereon, or for any Compensation which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto or interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Company of Proprietors of the *Herefordshire* and *Gloucestershire* Canal Navigation," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way as aforesaid, in the Purchase of any other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds

per

Application
of Com-
pensation
Money when
amounting
to 200l.

1 G. 4. c. 35.

per Centum Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

When less than 200*l.* and exceeding 20*l.*

XXXVI. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Committee of Management of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hand of the nominating Party and of Three at least of the Committee of Management of the said Company); and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not exceeding 20*l.*

XXXVII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of the recited Acts, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees.

In case of not making out Titles, &c. the Money to be paid into the Bank.

XXXVIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of the said recited Acts and of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises,

Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands, or such Interest therein, cannot be conveniently known or discovered, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, (describing them, so far as the said Company can do,) subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money, or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, 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 Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to the Party paying in such Money, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received, and in respect of what Purchase the same has been so paid in.

XXXIX. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise, upon this or the said recited Acts, touching the Title of any Party to any Lands, or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of the said recited Acts or of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in possession or receipt of the Rnts and Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Persons in possession presumptively entitled.

XL. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands to be purchased, taken, or used under the Authority of the said recited Acts or of this Act, or from any other Cause, except the wilful Refusal of such Person or Corporation to convey the said Lands, or to accept the Purchase or Compensation Money, the Pur-

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

[Local.]

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chase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of such Lands, and also the Costs, Charges, and Expences of the Investment of the Purchase or Compensation Money in Government or Real Securities, and in the Reinvestment of the same in the Purchase of other Lands, together with the necessary Costs and Charges of obtaining the proper Orders, and all other Proceedings for such Purposes, except such as may be occasioned by Litigation between Claimants, and for the Payment of the Dividends and Interest of such Government or Real Securities in which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

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

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

Interest of such Tenants may be settled by a Jury.

XLII. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver Possession of his Term or Interest therein shall, within Three Calendar Months after Demand in Writing made by the said Company, setting forth this Provision, which Demand the said Company are hereby required to make at the Time of giving such Notice as aforesaid, give the said Company previous Notice in Writing thereof, stating

the Period of such unexpired Term or Interest, the said Company shall and they are hereby required to pay or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

XLIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby required, within Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Consideration as they may deem reasonable, to convey to the Purchasers thereof any Part of any superfluous Lands as shall not be required for the Purposes of the said recited Acts or this Act, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, at such Price or Prices as the Company shall be disposed to sell the same, or can or may obtain for the same from any other Person or Persons, such Persons being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration in Writing, made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County of *Hereford* or County of *Gloucester*, as the Case may be, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused, or was not accepted within the Time aforesaid, (as the Case may be,) by the Person to whom such Offer was made; and the Money produced by the Sale which may
be

Enabling the
Company to
sell Lands
not wanted.

be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be judged sufficient to vest such Estate in the Purchaser as shall have been agreed for or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance: Provided also, that if such superfluous Lands shall not be sold within the Time herein-before limited the same shall vest in and become the Property of the Owners of the adjoining Lands.

Company,
upon Pay-
ment of
Monies to
give Re-
ceipts.

XLIV. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two of the Committee of Management of the said Company, or for the Clerk or any Officer appointed by the said Committee of Management for the Purpose, to sign and give a Receipt for the Money so paid; which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

The Word
"grant" in
Conveyances
from the
Company to
amount to
certain Cove-
nants.

XLV. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance 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 Conveyances seised or possessed of the Lands or 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, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or 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, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises, by the said Company or 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

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 of Covenants as they might do in case such Covenants were expressly inserted in such Conveyances.

XLVI. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, and cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by the said recited Acts empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Canal and other Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

If Land not contracted for within Three Years the Power to take Property by Compulsion to cease.

XLVII. And be it further enacted, That in case the said Canal and other Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act and the said recited Acts shall cease and determine, save only and except as to so much (if any) of the said Canal and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace for the said County of *Hereford* assembled at any General or Quarter Sessions of the Peace to be held in and for the said County of *Hereford* at any Time before the Expiration of the Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

If Canal not completed in Seven Years, the Powers to cease, except as to such Part, if any, as shall be completed.

XLVIII. And be it further enacted, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing; and every Word importing the Plural Number shall extend and be applied to one Person or Thing as well as several Persons or Things; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments, of any Tenure; and the Word "Corporation" shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specifically provided, or there be something in the Subject or Context repugnant to such Construction.

Rules for the Interpretation of this Act.

XLIX. And be it further enacted, That all the Costs, Charges, and Expences of applying for, obtaining, and passing of this Act,
 [Local.] [7 A] and

Expences of Act.

and preparatory thereto, shall be paid out of the Funds of the said Company in preference to all other Payments whatsoever.

Public Act.

L. 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.

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