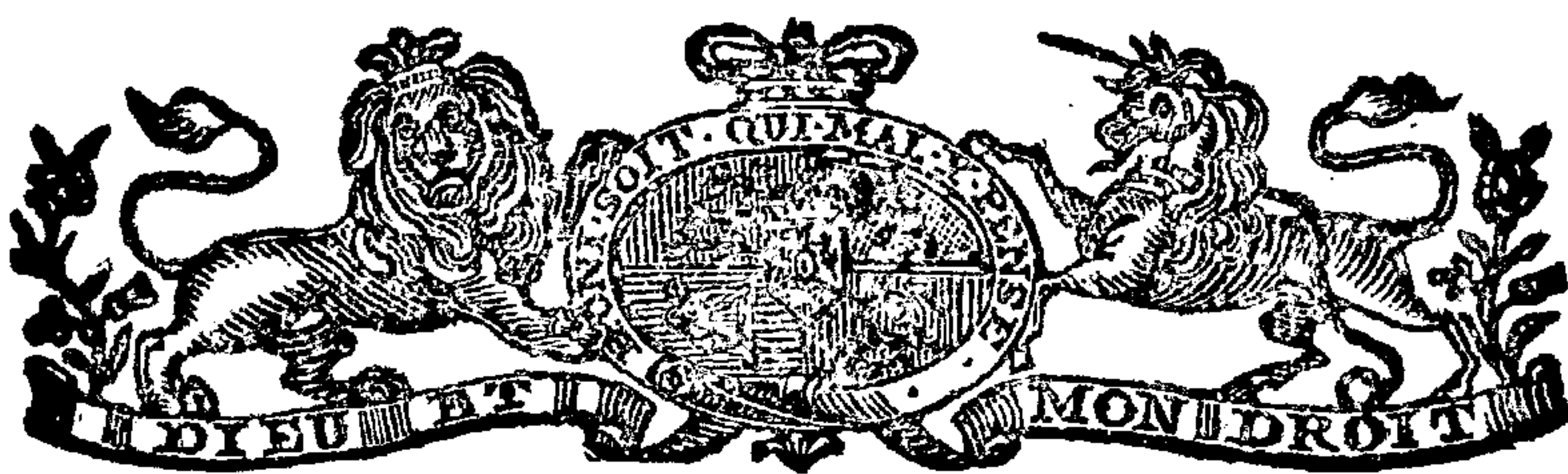




ANNO QUINQUAGESIMO

GEORGE III. REGIS.

Cap. 122.

An Act for making and maintaining a Navigable Canal from the Union Canal, in the Parish of *Gumley*, in the County of *Leicester*, to join the Grand Junction Canal near *Long Buckby*, in the County of *Northampton*; and for making a Collateral Cut from the said intended Canal. [24th May 1810.]

WHEREAS by an Act passed in the Thirty-third Year of the Reign of His present Majesty, intituled *An Act for making and maintaining a Navigation from the Town of Leicester, to communicate with the River Nen, in or near the Town of Northampton, and also a certain Collateral Cut from the said Navigation*, certain Persons therein named were incorporated by the Name and Style of *The Company of Proprietors of the Leicestershire and Northamptonshire Union Canal*, with Powers to make the River *Soar* navigable from and to communicate with the *Leicester* Navigation (then making) at the Termination thereof at or near the West Bridge in the Town of *Leicester*, to a Bridge called *Ailestone Bridge*, and from thence to make a Navigable Canal from or near the same Bridge to the Parish of *Hardingstone*, in the said County of *Northampton*, there to communicate with the River *Nen*, and to proceed along the said River, by widening, deepening and cleansing the same, to a Point in the Parish of *Saint Peter*, in or near to the Town of *Northampton*, and from thence to make another Navigable Canal to and into another Part of the said River *Nen*, and there to cross the same River, to communicate with a Branch then intended to be made from the Grand Junction Canal, and to make a Navigable Collateral Cut or Canal from the before mentioned Canal, in the Parish of *Lubenham* in the said County of *Leicester*, to or near to the Town of *Market Harborough* aforesaid, and

[Loc. & Per.] 29 r also

33 G. 3. c. 98.

45 G. 3. c. 71.

also to make divers other Works requisite for the said Navigation, Canal, and Collateral Cut: And whereas by another Act of Parliament, passed in the Forty-fifth Year of the Reign of His present Majesty, intituled *An Act to enable the Company of Proprietors of the Leicestershire and Northamptonshire Union Canal to vary the Line of the said Canal, and to alter and amend the Powers of the Act passed for making the said Canal*; it was enacted, That from and immediately after the passing of the same Act, the said Company of Proprietors of the *Leicestershire and Northamptonshire Union Canal*, and their Successors, should be and they were thereby authorized and empowered to vary and alter the said Collateral Cut or Canal from the said *Leicestershire and Northamptonshire Union Canal*, to the Town of *Market Harborough* aforesaid, by commencing such Collateral Cut or Canal, and making the same navigable from the said *Leicestershire and Northamptonshire Union Canal*, and to communicate therewith at and in a certain Close in the Lordship of *Gumley*, in the said County of *Leicester*, belonging to *Lebbeus Charles Humfrey Clerk*, and through the same Close into and through several other Closes, Orchards, and Homesteads, in the Parishes of *Foxton*, *Great Bowden*, and *Lubenham* as therein expressed: And whereas the said Company of Proprietors of the *Leicestershire and Northamptonshire Union Canal* have completed the said Canal, from the said River *Soar* at *Ailestone Bridge* aforesaid, to the said Close in the Lordship of *Gumley* aforesaid, belonging to the said *Lebbeus Charles Humfrey Clerk*, and have also nearly completed the said Collateral Cut or Canal therefrom to the Town of *Market Harborough* aforesaid: And whereas it having been found that the Completion of the Line of the said *Leicestershire and Northamptonshire Union Canal* to the said River *Nen*, authorized by the said first recited Act, if practicable, would be attended with very considerable Expence, and would not be productive of those Advantages to the Public which were in Contemplation at the Time of passing the said Act: And whereas the making a new Canal from and out of the said *Leicestershire and Northamptonshire Union Canal*, in the Parish of *Gumley* in the County of *Leicester*, to unite with the said Grand Junction Canal in the Parish of *Norton* in the County of *Northampton*, and a Collateral Cut from such new Canal, will open a short and easy Communication between the populous and manufacturing Towns in the Counties of *Leicester* and *Warwick*, and will be in other respects of public Utility; 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 King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Robert Abbey, Henry Abbot, Henry Cadwallader Adams, Knightley Adams, James Abier, Alexander Allan Esquire, Peter Calcas André, Richard Smith Appleyard, William John Armistead, Thomas Ashby, John Atkinson, H. G. Atwood, William Ballard, William Banbury, James Bankart, the Reverend William Bagshaw, John Barnes, James Barnes, Richard Barry, James Beck, John Bell, James Belloncle, Benjamin Bevan, George Bishop, John Blaksley, Henry Blunt, William Boxall, Cooke Kempe Bourne, John Branton, Samuel Ward, and Ralph Day, John Branton, Francis Breedon, William Brien, Thomas Jones Brigham, Walter Brind, William Brittain, Samuel Brooke, Eleanor Brownell, Edwyn Andrew Burnaby, Richard Burton, Mark Burr, Robert Bunney, Joseph Bunnell, John Caldecott, Joseph Spencer Cardale, John Edward Carter, Joseph Chamberlain, Richard Clay,*

Bernard Cobbe, George Pocklington Cooke, Edward Coode, Thomas Oldfield
 Cooper, William Crew, Thomas Crowley, William Craddock, John Currall,
 Elizabeth Cutts, Richard Dalton, John Dalton, Thomas Dalby, Ralph Day,
 William Denby, William Sargeant Denny, Benjamin Dickens, Edward Dickens
 Dickens, John Domoney, Sir George Duckett Baronet, William Ward Eagle,
 Thomas Eagle, Samuel Eborall, Charles Edmonds, Thomas Edwards, Fountaine
 John Elwin, Abraham Favenc, Walter William Fell, Richard Fell, John Fell,
 Thomas Fennell, William Charles Flack, Mary Flint, Gordon Forbes, John
 Johnson Fox, John Franks, William Gifford, William Gill, William Gilks, John
 William Goss, George Gooch, Richard Gouldsmith, William Wyatt Grainge, John
 Grant, Reginald Graham, Thomas Abbott Greene, Thomas Greene, Benjamin
 Gregory, John Gregory, Francis Gregory, Richard Gresley, Mary Gresley,
 George Grimes, Nathaniel Gundry, Richard Gutteridge, Henry Owen Hall,
 John Capel Hanbury, Matthew Hencock, George Hardisty, Anthony Harding,
 Thomas Hardy, John Harriſs, Thomas Harris, the Reverend William Bag-
 shaw Harrison, Charles Harvey, Robert Harvey junior, Samuel Haynes, Henry
 Thomas Hewitt, Clay Hextall, James Heygate, the Reverend Samuel Heyrick,
 William Heyrick and Thomas Burbidge, Samuel Roe Hill, Benjamin Hinds,
 Edward Hirst, Joseph Hobbs, John Hobley, John Hodder, William Hodder,
 William Hodgkinson, Luder Hoffham, John Holladay, William Hollingsworth,
 the Reverend William Homer, William Horton, Anne Howard, John Howell,
 John Howe, Bartholomew Huber, Samuel Hull, William Hull, John Hull,
 James Hummell, William Hurst, George Jackson, Walter Jackson, William
 Robert James, Sir Hugh Inglis Baronet, Thomas Inkersole, Francis Johnson,
 Johnson, Johnson, Patrick Johnston, Thomas Johnston,
 William Jones, Edward Isaac, John Iselton, Sir Justinian Isham Baronet,
 Adams Keams, Henry Garrett Key, Jonathan Henry Key, John Key, William
 Cade Key, John Malsbury Kirby, William Kirkpatrick, John Laing, William
 Langslow, George Lant, Johnson Lawson, Henry Lawson, Charlotte Lawson,
 Thomas Leach, John Leach, Anthony Lechmere, William Southworth Lee,
 Charlotte Loup, Benjamin Loup, Thomas Ludlam, William Ludlam, James
 Lucett, Thomas Lumley, Sir Digby Mackworth Baronet, John James Mack-
 rill, Thomas Mackrill, Robert Harvey Mallory, John Mason, Henry Scott Mason,
 Thomas May, Alexander Millington, Charles Mills Esquire, Samuel Mills,
 Sarah Mills, Thomas Mills, Robert Mitford, Henry Moore, John Moore,
 John Morice, George Moubray, Samuel Munn, William Munton, James
 Neale, John Needham, Richard Needham, James Neild, William Nelson,
 John Nethercoat, Isaac Nethercoat, William Newcombe, Christopher Newton,
 John Anthony Noguier, Daniel Scott Norton, Thomas Norris, John Bass
 Oliver, Richard Pack, William Packer, Sarah Page, Elizabeth Emma Page,
 Thomas Paget, Thomas Paget junior, Thomas Palmer, Archibald Paris,
 George Parkinson, Thomas Parry, the Reverend John Pattinson, George
 Peake, John Pearson, William Pegg, Edmund William Percy, Robert Leaper
 Percy, Henry Percy, William Perry M. D. William Phelps, Edward
 Philips, Thomas Pickford, Charles Pieschell, Thomas Porter, William Praed,
 William Tyrringham Praed junior, William Preeſt, Richard Price, George
 Prickett, Henry Provis, George Randell, Thomas Raggett, Jonathan Rasleigh,
 John Remington, Wilford Reed, John Richardson, Samuel Rider, John Ridout,
 Samuel Rigg, Thomas Hurry Ritches, Jane Roberts, John Peter Robinson,
 Noah Rollason, Anthony Rowland, Valentine Rutter, Edward Ryley, Samuel
 Sandles, Richard Cowlishaw Sale, John Sargant, Isaac Sergeant and John Rutty,
 Francis Sawyer, John Barker Scott, George Scott, William Shearman, William
 Shires,

Shires, John Slater, William Smith, John Smith, Joseph Smith, James Smith, Isaac Smith, James Soresby, William Sprigg, Hannah Stavert, Robert Stevenson, Richard Stevens, John Tiffin Stewart, John Joseph Stockdale, Folliot Scott Stokes, William Richard Stokes, Henry Stokes, Charles Scott Stokes, John Stride, Thomas Stripling, The Right Honourable John Sullivan, Sarah Sutton, Elizabeth Sutton, Robert Sutton, John Sutton, John Sweatman, Thomas Moss Tate, William Taylor, Jacob Thomas, James Thomas, Israel Thomas, Sarah Thompson, Samuel Thompson, James Swallow Thompson, Charles Tibbits, Samuel Tibbits, Richard Tibbits, Sweny Toone, the Reverend Joseph Twigger, Richard Twining, Richard Twining the younger, John Twining, Thomas Vincent, Thomas Wace, Charles Waistell, Thomas Walter, Henry Ward, Samuel Ward, John Ward, John Ward, Dorothea Warre, Thomas Warre, John Ashley Warre, Augustus Warren, William Wartnaby, Sarah Watson, Thomas Webb, John Wedge, Gabriel Gregory White, William White, Abraham Wilkinson M. D. John Wilkinson, Joseph Wilson, Joseph Wilson, Matthew Wilson, William Wilson, Lewis Wolfe, Samuel Woods, Henry Wright, James Wyatt, and Benjamin Yates, and their several and respective Successors, Executors, Administrators, and Assigns, together with such Person or Persons, Bodies Politic, Corporate or Collegiate, as shall at any Time hereafter be possessed of any Share or Shares, Half Share or Half Shares in the Navigation hereby authorized to be made, are and shall be, and they are hereby united into a Company for the carrying on, making, completing, and maintaining the said intended Navigable Canal and Collateral Cut for Boats and other Vessels, according to the Rules, Orders, and Directions hereinafter expressed; and for that Purpose are and shall be One Body Politic and Corporate, by the Name and Style of *The Company of Proprietors of the Grand Union Canal*, and by that Name shall have perpetual Succession, and a Common Seal, and by that Name may sue and be sued; and that the said Company of Proprietors shall and may have Power and Authority to purchase Lands, Tenements, and Hereditaments, to them, their Successors and Assigns, for the Use of the same Navigation, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain; and the said Company of Proprietors shall be and are hereby authorized and empowered, by themselves, their Deputies, Agents, Officers, Workmen, and Servants, to make and complete a Canal, to be called *The Grand Union Canal*, and to be navigable and passable for Boats, and other Vessels, from and out of the *Leicestershire* and *Northamptonshire* Union Canal, in the Parish of *Gumley* aforesaid, into and through the several Parishes, Townships, Hamlets or Places of *Gumley*, *Foxton*, *Lubenham*, *Theдингworth*, *Husbands Bosworth*, and *North Kilworth*, in the said County of *Leicester*, and *Welford*, *Stanford*, *Elkington* otherwise *Elkington*, *Yelvertoft*, *Winwick*, *Crick*, *Watford*, *Welton*, and *Norton*, in the said County of *Northampton*, to unite with the said Grand Junction Canal in the said Parish of *Norton* near *Long Buckby*; and also to make a Collateral Cut for the Navigation of Boats and other Vessels, to branch from and out of the said intended Canal in the said Parish of *Husbands Bosworth*, into and through the said Parishes of *Husbands Bosworth* and *Welford*, to the Turnpike Road leading to *Leicester* near *Welford*, in the said County of *Northampton*; which Collateral Cut the said Company of Proprietors are hereby required to make as soon as conveniently may be after the said Canal shall be completed; and to supply the said Canal and Collateral Cut whilst making, and at all Times for ever after the same shall be made, with Water from all such Brooks, Springs, Streams, Rivulets, Rivers, Waters, and Watercourses, which shall

Proprietors
united into a
Company.

Their Style.

Power to Purchase Lands.

Main Line.

Cut to Welford.

General Powers for effecting the Purposes of the Act.

shall flow, or be found in digging or making the said Canal and Collateral Cut respectively, or within the Distance of One thousand Yards from any Part of the said Canal and Collateral Cut, or either of them, or from any Reservoir or Reservoirs which shall belong thereto; and also to erect and make, at such Place or Places, such Fire or Steam Engines, or other Machines, and such Reservoirs for supplying with Water the said Canal and Collateral Cut, or either of them, or any Part or Parts thereof, or any Mill which may be affected in consequence of this Act, and also such and so many Soughs, Tunnels, Feeders, Aqueducts, and Channels, for supplying the said Fire Engines, Reservoirs, Canal and Collateral Cut and Mills with Water, and for conveying Water from such Reservoirs to the said Canal and Collateral Cut, as by the said Company of Proprietors shall be deemed necessary and proper; and also for effecting the Purposes aforesaid, within the like Distance from any Part of the said Canal and Collateral Cut, to cleanse, scour, dig, open, deepen, enlarge, or straighten the Streams, Brooks, or Watercourses, which come, or may be brought into, or communicate therewith respectively, and to dig, cut, or raise the Banks of any of the said Streams, Brooks, or Watercourses, for bringing Water into the said Canal or Collateral Cut, or either of them; and to make such proper Trenches or Passages for Water in, upon or through the Lands or Grounds adjoining or near to the said Canal or Collateral Cut, or either of them, or such Streams, Brooks, or Watercourses as aforesaid, or any of them, as the said Company of Proprietors shall think fit; and for the Purposes aforesaid, the said Company of Proprietors, their Deputies, Servants, Agents and Workmen, are hereby authorized and empowered to enter into and upon the Lands and Grounds of any Person or Persons, Bodies Politick, Corporate, or Collegiate, whatsoever, and to survey and take Levels of the same, or any Part thereof, and to set out and ascertain such Parts thereof as they shall think necessary and proper for making the said Canal and Collateral Cut, and any such Reservoir or Reservoirs, Feeders and Aqueducts, and all such other Works, Matters, and Conveniences, as they shall think proper and necessary for making, effecting, preserving, improving, completing, maintaining, and easy using the said Canal and Collateral Cut, and other Works, and also to bore, dig, cut, trench, sough, get, remove, take, carry away, and lay Earth, Clay, Stone, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Matters or Things which may be dug or got, in making the said Canal and Collateral Cut, or other Works, or in making any Reservoir or Reservoirs, Feeders or Aqueducts, or out of the Lands and Grounds of any Person or Persons adjoining, or lying convenient thereto, and which may be proper, requisite, or necessary, for making, carrying on, continuing, maintaining, or repairing the said Canal, Collateral Cut, or other Works, or which may hinder, prevent, or obstruct, the making, using, or completing, extending, or maintaining, the same respectively, or in making, using, completing, extending, and maintaining of such Reservoirs as aforesaid, or of any such Feeders, Trenches, Passages, Aqueducts and Watercourses as aforesaid, as shall be necessary and proper to convey Water to or from the said Canal or Collateral Cut, or either of them, according to the Intent and Purpose of this Act, and to make, build, erect, and set up, in or upon the said Canal or Collateral Cut, or either of them, or upon the Lands adjoining or near the same respectively, such and so many Bridges, Piers, Arches, Tunnels, Aqueducts, Sluices, Flood-gates, Weirs, Pens for Water, Water Stanks,

[*Loc. & Per.*]

29 Z

Refer-

Reservoirs, Dams, Wharfs, Quays, Houses, Warehouses, Toll-houses, Watch-houses, Landing-places, Weighing-beams, Cranes, Fire Engines, or other Machines, Dry Docks, and other Works, Ways, Roads, and Conveniences, as and where the said Company of Proprietors shall think necessary and convenient, and also from Time to Time to alter, repair, and amend, or discontinue the same, and to divert, alter, widen, enlarge, and extend any Bridges, Ways, Roads, Passages or Conveniences, as well for the carrying and conveying of Coals, Stones, and other Minerals, Goods, Wares, Merchandizes, and other Articles, to and from the said Canal and Collateral Cut, or either of them, as for the carrying and conveying of all Manner of Materials necessary for the making, erecting, finishing, altering, repairing, maintaining, amending, widening or enlarging the said Canal, Collateral Cut, and the Works of or belonging to the said Navigation, or useful for any Purpose therein, and also to place, lay, work, or manufacture the said Materials on the Grounds near to the Place or Places where the said Works or any of them shall be, or are intended to be made, erected, repaired, or done, and also to make, maintain, repair and alter any Fences or Passages over, under, or through the said Canal and Collateral Cut, or either of them, or the Reservoirs, Tunnels, Aqueducts, Sloughs, Trenches, Passages, Feeders, Water-courses, and Sluices respectively, which shall communicate therewith, and also to make, set out and appoint such Towing-paths, Banks, Roads and Ways convenient for towing, haling or drawing of Boats and other Vessels, passing upon the said Canal, Cut and Trenches, with Men, Horses or otherwise, and proper Places for Boats and other Vessels, navigated upon the said Canal, Cut or Trenches, to turn, lie or pass each other, as they the said Company of Proprietors shall think convenient, and to construct, erect and keep in Repair, any Piers, Arches, Aqueducts and other Works, in, upon and across any Rivers or Brooks, for the making, using, maintaining and repairing of the said Canal, Cut and Trenches, and Towing-paths on the Sides thereof, and to make such Roads and Ways as the said Company of Proprietors shall find necessary and expedient for the Use and Accommodation of the Owners or Occupiers of any such Lands and Grounds as shall be cut through, separated or divided, or otherwise affected by, or of which the Use or Occupation shall be obstructed or rendered inconvenient in consequence of the making the said Canal and Collateral Cut, or either of them, or by making or building Wharfs, Quays, Houses, Warehouses, Toll-houses or other Buildings, or by making and using Landing-places contiguous or near thereto, or by the making of Sluices, Flood-gates, Weirs, Pens for Water, Water Stanks, Reservoirs or Dams, for the Use of the said Canal and Collateral Cut, or either of them, and to construct, erect, make and do all other Matters and Things, which they shall think convenient and necessary for the making, effecting, extending, preserving, improving, completing and easy using of the said Canal, Collateral Cut, and other Works, in pursuance of and according to the true Intent and Meaning of this Act, they the said Company of Proprietors, their Deputies, Agents, Servants and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making Satisfaction in Manner herein-after mentioned to the Owners or Proprietors of and all Persons interested in the Lands, Tenements or Hereditaments, Waters, Watercourses, Brooks or Rivers respectively, which shall be taken, used, removed, diverted or prejudiced, for all Damages to be by them sustained in or by the Execution of all or any of the Powers of

of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as are herein-after mentioned.

II. Provided always, and be it further enacted, That nothing in this Act shall extend to empower the said Company of Proprietors, hereby created, to take, use, divert, cut off, alter, or diminish, any Spring or Springs, Stream or Streams of Water, that have usually flowed, or do now flow, into the said Grand Junction Canal and *Leicestershire* and *Northamptonshire* Union Canal, and the *Oxford* Canal, or any of them, or any Feeder supplying the Navigation thereof with Water, or that may be taken and used by the Company of Proprietors of the said Grand Junction Canal or by the Company of Proprietors of the said *Leicestershire* and *Northamptonshire* Union Canal, or by the Company of Proprietors of the said *Oxford* Canal, for the Purposes of the said Three Canals, or either of them, by virtue of the Powers now vested in them by the Acts of Parliament passed for making and maintaining the said Grand Junction Canal, and *Leicestershire* and *Northamptonshire* Union Canal, and the said *Oxford* Canal, without the Consent in Writing of the said Company of Proprietors of the Grand Junction Canal, and of the said Company of Proprietors of the *Leicestershire* and *Northamptonshire* Union Canal, and the said Company of Proprietors of the *Oxford* Canal, under their Common Seals, respectively first had and obtained, as the Case may require: Provided that nothing herein contained shall extend to restrain the said Company hereby created, from making the Reservoir in the said Parish of *Crick*, as shewn in the Plan deposited with the Clerk of the Peace for the County of *Northampton*, for the Purpose of retaining the Flood Waters of the said intended Canal only (except the Water arising from any Springs in the Bed of the said Reservoir).

Restraining the Company from taking or using Water belonging to other Canals without Consent.

III. Provided always, and be it further enacted, That nothing herein contained shall be construed to extend to authorize or empower the said Company of Proprietors to take, or suffer to be taken or used, for the said Canal, or to flow or run into any Reservoir or Reservoirs, or other Works for the Use thereof, any of the Springs or Streams of Water, now flowing into or forming Part of the River called the *Avon*, which runs through the Park of *Henry Otway* Esquire, at *Stanford Hall*, in the County of *Leicester*, or from or by means of which the said River *Avon* is supplied with Water, (except in Times of Floods and wet Seasons, and when there shall be a Surplus of Water in the said River, or the Rivulets or Watercourses flowing into the same, such Surplus to be ascertained in Manner herein-after mentioned,) but that the said River and all such Streams of Water, which shall or may be crossed or diverted by the said Canal, or any Reservoir, Conductor, Aqueduct, or other Works appertaining thereto, above the said Park, shall be well and effectually tunnelled and conducted under such Canal, and by the Side of such Reservoirs, Conductors, or other Works, by the said Company of Proprietors immediately, either into the former and antient Course of such River or Streams of Water, or in such other Manner as that the Whole thereof (except in such Times of Floods and wet Seasons, and when there shall be such Surplus of Water,) shall flow into the said River *Avon*, before it reaches the

Not to take the *Avon* Water, except the Overflowings, before it enters the Park at *Stanford Hall*.

faid Park : Provided, that nothing in this Act contained shall be construed to extend to such Waste of the Water in the small Stream or Rivulet running between the Parishes of *Husbands Bosworth* and *North Kilworth*, in the County of *Leicester*, as may be unavoidably occasioned by the sinking of Shafts for making the Tunnel or other Works in the said intended Canal.

Not to diminish the Water of the Avon below a certain Average.

IV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company of Proprietors, their Agents, Servants, or Workmen, in making or supplying the said Canal, Collateral Cut, Aqueducts, or Reservoirs, or any of them, with Water, or for any other Purpose whatsoever, so to diminish the Quantity of Water flowing into the said River *Avon* down the several Brooks and Watercourses, in the several Parishes or Places of *North Kilworth*, *Husbands Bosworth*, *Sibbertoft*, *Sulby*, *Naseby*, *Cold Ashby*, *Welford*, *Stanford*, *Elkington*, *Telvertoft*, *Winwick*, and *Crick*, as at any Time to reduce the Quantity of Water passing down the said Brooks and Watercourses, below the average Quantity thereof during the Months of *July*, *August*, *September*, *October*, *November*, and *December*.

For ascertaining the Average of the Water passing into the Avon.

V. And be it further enacted, That for the Purpose of ascertaining the average Quantity of Water flowing in common Seasons down the aforesaid Brooks or Watercourses into the said River *Avon*, the Quantity of Water which shall pass down the said Brooks and Watercourses shall, at the Costs of the said Company of Proprietors, be measured or otherwise ascertained by *Benjamin Bevan* of *Leighton Buffard*, in the County of *Bedford*, Civil Engineer, and *William James* of the Borough of *Warwick*, Gentleman, in the Months of *July*, *August*, *September*, *October*, *November*, and *December*, One thousand eight hundred and eleven, as they shall think proper; and in case of any Difference or Dispute between them, the Matter shall be referred to and ascertained by an Umpire, to be appointed by the said *Benjamin Bevan* and *William James*, jointly, previous to their entering on the said Reference; and that the average Quantity of Water so to be ascertained shall be deemed the average Produce or Quantity of Water of the said Brooks and Watercourses flowing into the said River *Avon* in common Seasons, and that the said Average shall be ascertained by permanent Gauge Weirs, and that a Certificate of such average Quantity of Water, signed by the said *Benjamin Bevan* and *William James*, or in case of any Dispute between them, by such Umpire as aforesaid, shall be recorded at the first General Quarter Sessions of the Peace, to be holden for the Counties of *Northampton* and *Warwick*, after such average Quantity of Water shall be ascertained as aforesaid, and that a Copy of such Record, signed by the Clerks of the Peace for the Counties of *Northampton* and *Warwick*, shall be at all Times thereafter Evidence of such Average.

For deferring the Admeasurement of the Water in case of the fall of a Quantity of Rain sufficient to affect it.

VI. Provided always, and be it further enacted, That if at the Times above mentioned for ascertaining the Average of the Water flowing into the said River *Avon* in common Seasons as aforesaid, there shall happen to fall a Quantity of Rain sufficient to affect the Water of the said Brooks and Watercourses flowing into the said River, so as to increase the same above the average Produce or Quantity thereof in common Seasons; then, and in every such Case, the Persons so appointed or to be appointed as herein-after mentioned, shall not be bound to measure or ascertain the said average

average Quantity of Water in any of the Months so fixed for that Purpose as aforesaid, but may defer the Admeasurement thereof to any Day they may think proper in the same Months, in either of the next Two or succeeding Years, in order that an Admeasurement of the said Water may be avoided at or during the Time of the Fall, or during the Effect of any such Quantity of Rain, so that such Average be ascertained on or before the Tenth Day of *October* One thousand eight hundred and thirteen; and in case the said Average be not ascertained on or before the said Tenth Day of *October* One thousand eight hundred and thirteen, it shall not be lawful for the said Company of Proprietors to take or use any of the Waters flowing into the said River *Avon* as aforesaid, until such Time as the said Average Quantity shall have been ascertained, and Notice thereof given to the Quarter Sessions for the Counties of *Northampton* and *Warwick* as aforesaid, to be recorded as aforesaid, and the said permanent Gauge Weirs erected and finished.

VII. Provided also, and be it further enacted, That in case of the Death or Refusal to act of the said *Benjamin Bevan*, or of any Person to be appointed in his Stead, some other Person shall be nominated and appointed by the said Company of Proprietors, hereby created, by Writing under their Common Seal, to ascertain such Average; and in case of the Death or Refusal to act of the said *William James*, or of any other Person to be appointed in his Stead, some other Person shall be nominated and appointed by the Majority of the Owners of Mills on the said River *Avon*; between the said intended Canal and the Borough of *Warwick* inclusive; such Owners not being Proprietors of the said intended Canal, and so *toties quoties* respectively.

In case of Death or Refusal of Persons appointed to take the Average, others to be appointed.

VIII. And be it further enacted, That for the Purpose of ascertaining the average Quantity of such Water flowing into the said River *Avon*, according to the average Quantity during the aforesaid Months, the said Company of Proprietors shall and are hereby required, at their own Expence in every Case, where the said Canal or Collateral Cut shall intercept the Waters flowing down any Brooks or Watercourses into the said River *Avon*, or where any Reservoirs, Aqueducts, or Collecting Drains, shall be made or formed next adjoining to and above the said Brooks and Watercourses, to make and maintain a Pond or Basin suitable to the Face of the Ground, not less than Three hundred and fourteen Feet of superficial Extent, in and upon the Bed of each of the said Brooks or Watercourses, as near as may be above the said Reservoirs, Aqueducts, or Collecting Drains: And also shall make each of the Beds of the said Brooks or Watercourses for One hundred Feet in Length, into a regular Breadth and Depth, with a flat Bottom, constructed with Brick or Stone Work, and that the same shall be made perfectly level, and next adjoining to and above each of the said Ponds or Basins into which Ponds or Basins the whole Waters of the said Brooks or Watercourses shall be made to flow through the same: And for the Purpose of preserving entire and uninterrupted the Whole of the said average Quantity of the Waters of the said Brooks and Watercourses flowing into the said River *Avon* as aforesaid, there shall be Weirs, or Tumbling Bays, made and maintained at the Expence of the said Company of Proprietors, constructed with Brick, Stone, or other sound Materials, and Iron Bars, perfectly level, fixed on the upper Surfaces thereof, in such Manner, and of such Width and Heighth, as that

Ponds to be made on the Beds of the Brooks running into the *Avon*.

[*Loc. & Per.*]

30 A

the

the whole Waters, (being the average Quantity ascertained as above-mentioned) so flowing into the said River *Avon*, except extraordinary Floods, shall flow and pass over and through each Weir or Tumbling Bay into the said River *Avon* down the original Channel or down a new Channel, which shall be also made and maintained at the Expence of the said Company of Proprietors for such Purpose; and the said Waters so flowing shall be kept clear and separate from the said Reservoirs, Aqueducts, or Collecting Drains, or the Waters thereof; and that for the Purpose of appropriating and allowing for the Supply of and filling the said Reservoirs or Collecting Drains herein-before last mentioned, all Flood Waters of extraordinary Quantity, more than shall pass or flow down the said Brooks or Watercourses through or over each Weir or Tumbling Bay as aforesaid, there shall also be one other Weir or Tumbling Bay made and maintained at the Expence of the said Company of Proprietors, between each of the said Ponds or Basins, and each of the said Reservoirs or Collecting Drains, formed with Stone or other Sound Materials, with an Iron Bar perfectly level, fixed on the upper Part thereof, and such Bar shall be so fixed that the upper Surface thereof shall be placed on a Level with a Gauge or Mark, corresponding with the Surface of the average Quantity of Water so ascertained in Manner herein-before mentioned.

Springs in
Canal and
Reservoirs to
be gauged.

IX. And be it further enacted, That in case any Spring or Springs shall happen to arise in the Lands which the said Company of Proprietors shall purchase and take for the said Canal or Collateral Cut, or any Reservoir or Reservoirs to be made for the Supply of the said Canal, then the average Quantity of Water flowing or arising from such Spring or Springs in common Seasons, during the Months of *July, August, September, October, November, and December*, shall be ascertained in Manner herein-before directed; and the said Company of Proprietors shall, and they are hereby required, as and when they shall be directed so to do by the Owner or Occupier of any Mills below such Reservoir or Reservoirs, annually to send down from the said Reservoir or Reservoirs, for the Use of the said Mills on the said River *Avon*, a Quantity of Water, equal at least to the average Waters of the said Spring or Springs, so to be ascertained as aforesaid.

For repairing
the Compa-
ny's Works.

X. And be it further enacted, That if the Channels or Watercourses, to be made for conveying the average Waters of the said Brooks or Watercourses as aforesaid, or any of the Works thereof, shall be at any Time or Times hereafter, by any Ways or Means whatsoever, damaged or put out of Repair, so as to occasion such average Waters of the said Brooks or Watercourses to be diminished in Quantity, then it shall be lawful for any Person to give or leave Notice in Writing with, or to leave such Notice at the usual Place of Abode of the Clerk of the said Company of Proprietors, or any Agent or Collector of Tolls for the said Company, and immediately after such Notice the said Company of Proprietors are hereby required to cause the said Channels or Watercourses, or any of the Works thereof, so damaged or out of Repair, by any Ways or Means whatsoever, to be well and sufficiently repaired, under the Penalty of Twenty Pounds for each and every Day after such Notice, until such Channels or Watercourses, and the Works thereof shall be well and sufficiently repaired and completed, which said Penalty shall be levied and recovered

recovered against the said Company of Proprietors by an Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, and shall be paid to the Clerk of the Peace for the said County of *Northampton*, and be applied to some Public Charity at the Discretion of the Justices of the Peace for the said County, in General Quarter Sessions assembled.

XI. And be it further enacted, That the said Company of Proprietors shall not be authorized or empowered to take or use for the said Canal or any of the Works belonging thereto, any of the Springs, Feeders, or Water now flowing into and supplying with Water the Grounds of the said *Henry Otway* Esquire, in *Stanford* aforesaid, called the *Down Green Close* and the *Hemply Hill Close*, and the several other Closes or Grounds of the said *Henry Otway* Esquire, lying below the same, except in Times of Floods and wet Seasons, and when there shall be a Surplus of Water in the said several Springs, Feeders, or Watercourses, but that the said several Springs, Feeders, or Watercourses where the same shall be respectively crossed by the said Canal, or any Works appertaining thereto, shall be well and effectually conducted by Means of a Tunnel or regulating Gauge under such Canal or other Works, immediately either into the former and antient Course of such several Springs or Feeders, or in such other Manner as that the Whole thereof (except in such Times of Floods and wet Seasons, and when there shall be such Surplus of Water) shall supply the said several Closes or Grounds with Water as heretofore.

Not to take any of the Water running into the Grounds of *Henry Otway* Esquire, in *Stanford*, except the Overflowings.

XII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to empower the said Company of Proprietors, hereby created, to take, use, divert, cut off, alter, obstruct or diminish any of the Springs, Streams, or Watercourses, which have usually or do now flow into, upon or through certain Lands or Grounds belonging to *Elizabeth Newdigate* called *Theдингworth Lodge Farm*, situate in the Parish of *Theдингworth* in the County of *Leicester*, and that the said Company of Proprietors, hereby created, shall for ever hereafter take special Care at their own Costs and Charges to convey the said Springs, Streams, or Watercourses, undiminished, under the said intended Canal, in their present Course and Courses, and shall not by any Act divert, or by any Omission suffer to be diverted or diminished such Springs, Streams, or Watercourses, or any or either of them, or any Part thereof, out of such Course or Courses, any Thing herein contained to the contrary thereof in anywise notwithstanding (save and except such Flood or surplus Waters as the said *Elizabeth Newdigate*, or the Owner or Owners for the Time being of the said Farm or Premises, shall from Time to Time consent in Writing to permit and suffer to flow from the said Springs, Streams, or Watercourses into the said Grand Union Canal).

Not to take Water from Springs in *Mrs. Newdigate's* Lands.

XIII. And be it further enacted, That the Dimensions and Lift of the Locks at the South End of the said Line shall, at all Times, be equal to the Dimensions and Lift of the Locks which shall be made by the said Company of Proprietors of the Grand Junction Canal on the intended Collateral Cut from that Canal at *Gayton* to the River *Nen* at *Northampton*; and that the Company of Proprietors hereby created shall give to the said Company of Proprietors of the *Leicestershire* and *Northamptonshire* Union Canal the like Advantage of the Water descending from the Locks at

Regulating the Dimensions and Lift of Locks.

at the North End of their Line as shall be given to the Company of Proprietors of the Grand Junction Canal of the Water at the South End, and that the Locks shall at all Times be of precisely the same Lift and Dimensions at each End of the said Line.

Houses, Gardens, &c. not to be injured, except such as are here mentioned.

XIV. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors, or any Person or Persons acting by or under their Authority, to take, use, injure or damage, for the Purposes of the said Canal and Collateral Cut, or either of them, or any other of the Purposes aforesaid, any House or other Building which was erected and built on or before the Thirtieth Day of *September* One thousand eight hundred and nine, or any Land or Ground which, on or before the said Thirtieth Day of *September*, was set apart and used as or for any Garden, Orchard, Yard, Park, Paddock, planted Walk or Avenue to a House without the Consent of the Owners and Occupiers thereof, other than and except an Orchard in the said Parish of *Crick*, late the Property and in the Occupation of *William Edmunds*, which is meant and intended to be made use of for the Purposes of this Act.

Breadth of Canal and Towing-paths.

XV. And be it further enacted, That the Lands or Grounds to be taken or used for such Canal and Collateral Cut hereby authorized to be made respectively, and for the Towing-paths thereto, and the Ditches, Drains and Fences to separate such Towing-paths from the adjoining Lands, shall not exceed Twenty Yards in Breadth, measured horizontally, except in such Places where any Dock, Basin, Reservoir or Pen of Water shall be made, or where the said Canal and Collateral Cut, or either of them, or any Part thereof, shall be raised higher or cut above Two Feet deeper than the present Surface of the Land, and except in such Places where it shall be judged necessary for Boats and other Vessels to turn, lie or pass each other, or where any Warehouse, Crane or Weigh-beam may be erected, or where any Wharf or other Place may be set out and appropriated for the Reception of any Coals, Lime, Limestone or other Minerals, Timber or other Goods, Wares and Merchandizes, which shall be conveyed on the said Navigation, nor in any Place more than Fifty-five Yards in Breadth, except where the Owner or Owners of any Lands or Grounds through which the said Canal and Cut will pass, shall desire the same to be made wider at his, her or their own Expence, in that Part of his, her or their Lands or Grounds respectively through which the same will pass.

Line of the Canal to be guided by Plans and Books of Reference. No Deviation from the Plans and Books of Reference, except in certain Cases.

XVI. And whereas Maps or Plans describing the Lines of the said intended Canal and Collateral Cut, and the Lands through which the same are intended to be carried, together with Books of Reference, containing the Lists of the Names of the Owners, or reputed Owners and Occupiers of such Lands, have been deposited at the Offices of the Clerks of the Peace for the Counties of *Leicester* and *Northampton*: Be it therefore further enacted, That the said Maps or Plans, and Books of Reference herein-before mentioned, shall remain in the Custody of the respective Clerks of the Peace for the said Counties; and all Persons shall, at any seasonable Times, have Liberty to inspect and peruse the same, and to make Copies thereof, or Extracts therefrom, at their Will and Pleasure, paying to the respective Clerks of the Peace the Sum of

One

One Shilling for every such Inspection, and after the Rate of Sixpence for every One Hundred Words of such Copies or Extracts of the said Books of Reference; and that the said Company of Proprietors, in making the said Canal and Collateral Cut, shall not deviate more than Fifty Yards from the respective Lines thereof, so described in the said Maps or Plans and Books of Reference respectively as aforesaid, without the Consent, in Writing, of the Person or Persons through whose Lands or Grounds such Deviation shall be made: Provided always, that no Deviation shall be made from the Line or Course of the said intended Canal, into any Lands or Grounds not described in the said Plan and Book of Reference, without the Consent, in Writing, of the Person or Persons through whose Lands or Grounds such Deviation shall be made; nor shall any Deviation from the Line now described in the Map or Plan of the said Canal Company and Book of Reference aforesaid, be made by the said Company, in or through any of the Grounds of *Henry Otway* Esquire, in the Parish of *Stanford on Avon* aforesaid, without the Consent, in Writing, of the said *Henry Otway*: Provided always, that no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said Canal and Cut, or either of them, on Account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more of the Justices of the Peace acting for the County within which such Lands or Grounds shall lie, and be certified by Writing under their Hands, that such Error or Omission proceeded from Mistake.

XVII. And be it further enacted, That after any such Part or Parts of the said Lands, Grounds or Hereditaments shall be so set out and ascertained as aforesaid, for making the said Canal and Collateral Cut, or any Part or Parts thereof, and for providing or constructing the Wharfs, and other Works and Conveniences herein-before mentioned, or any of them, it shall be lawful for all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, Husbards, Guardians, Trustees and Feoffees in Trust, Committees, Executors and Administrators, and all other Trustees or Persons whomsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert, who are or shall be seised, possessed, or interested in their own Right, and for every other Person or Persons whomsoever, who are or shall be seised, possessed of or interested in any Lands, Grounds and Hereditaments which shall be set out and ascertained for the Purposes aforesaid, to contract for, sell and convey the same, and every Part thereof, unto the said Company of Proprietors; and all such Contracts, Agreements, Sales, Conveyances and Assurances shall be valid and effectual in Law, to all Intents and Purposes whatsoever, any Law, Statute, Usage or Custom, to the contrary thereof in anywise notwithstanding: And all Bodies Politic, Corporate or Collegiate, and all Persons whomsoever, so conveying as aforesaid, are hereby indemnified for or in respect of any such Sale which he, she or they, or any of them, shall respectively make by virtue or in pursuance of this Act; and all such Contracts, Sales, Conveyances and Assurances shall be made at the Expence of the said Company of Proprietors, and such of them as shall

Bodies Politic empowered to sell and convey Lands.

Contracts and Sales to be made at the Expence of

[*Loc. & Per.*]

30 B

be

the Com-
pany.

be made of any Lands or other Hereditaments to the said Company of Proprietors, shall be made according to the following Form, or as near thereto as the Circumstances of the Case will admit, viz.

Form of Con-
veyance to
the Com-
pany.

‘ I of in Consideration of the Sum of
‘ to me paid [or, in Consideration of the Annual Rent of
‘ to me to be hereafter yielded and paid by yearly or half
‘ yearly Payments as may be agreed upon] by the Company of Pro-
‘ prietors of the Grand Union Canal, do hereby grant and release to the
‘ said Company, all [*describing the Premises to be conveyed*] and all my
‘ Right, Title and Interest, to and in the same, and every Part thereof,
‘ to hold to the said Company for ever, by virtue and according to the
‘ true Intent and Meaning of the Act of Parliament passed for making
‘ and maintaining the said Grand Union Canal. In Witness whereof I
‘ have hereunto set my Hand and Seal this Day of
‘ in the Year of our Lord

And all such Conveyances and Assurances shall be valid and effectual in the Law to all Intents and Purposes, and shall be a complete Bar to all Estates Tail and other Estates, Rights, Titles, Trusts and Interests whatsoever.

Company
obliged to
purchase
small Pieces
of Land, se-
parated in
making the
Canal.

XVIII. Provided always, That where the said Company of Proprietors shall cut through or use a Part only of any small Piece or Parcel of Land or Ground for the Purposes of this Act, and the Remainder of such Piece or Parcel of Land or Ground over and above what shall be so used shall not exceed One Acre, the said Company of Proprietors shall be obliged to purchase not only such Part of the same Land and Ground as shall be so actually cut through or used, but also, at the Option of the Owner or Owners, the remaining Part of such Land or Ground, the Value thereof to be ascertained in the same Manner as by this Act is directed concerning any Land or Ground to be cut, taken or used for the Purposes of this Act.

Small Parcels
of Land of
Henry Otway
Esq. cut off
by the Canal
to be laid
to other
Grounds at
the Expence
of the Com-
pany.

XIX. And whereas it may happen, by the making of the said Canal, that the said Ground of the said *Henry Otway* called *Down Green*, and certain other of his Clofes and Grounds in *Stanford on Avon* aforesaid, may be separated, so as inconveniently to leave narrow and small Parcels thereof; be it therefore enacted, That in all such Cases, the said Company of Proprietors shall, at their own Expence, by stocking up Hedges, or by making and planting, and with Posts and Rails properly protecting, and raising of new Hedges and Fences, lay all such narrow and small Parcels of Land to the other Grounds of the said *Henry Otway*, adjoining thereto, so as to render the same Parcels of Land convenient to the several Occupiers thereof, in such Manner as the said *Henry Otway*, or the Owner or Owners of the said Lands and Grounds for the Time being shall, by any Writing or Writings, under his or their Hand or Hands, and addressed and delivered to the Clerks of the said Company of Proprietors, or any one of them, in that Behalf require, so that the same be so delivered within the Space of Twelve Months next after the said Canal shall have been dug out and formed through the said Clofes and Grounds.

XX. And

XX. And be it further enacted, That if any Contract, Agreement, Bargain or Sale, of or concerning any Lands, Tenements or Hereditaments, to be purchased, taken or used by virtue of the Powers of this Act, for the Purposes thereof, shall be made or entered into, of any Lands, Tenements or Hereditaments, which shall be Copyhold, or of the Nature of Copyhold, the same shall be executed and completed by Surrender thereof in the Court of the Manor of which the same is or are holden, according to the Custom of such Manor, and such Lands, Tenements or Hereditaments shall continue subject to the same Fines, Rents and Services as are due and payable, and of Right accustomed in the same Manor, as if this Act had not been made, unless the Lord or Lords, Lady or Ladies of the Manor for the Time being, shall be willing or desirous to enfranchise the same, in which Case such Lord or Lords, Lady or Ladies, is and are hereby empowered so to do, notwithstanding he, she or they shall be seised of or entitled to the same Manor or Manors for a less Interest than an Estate of Inheritance in Fee Simple, but inasmuch as the vesting and continuing of such Copyhold Premises in the said Company, as a Body Corporate, would prevent such Lord or Lords, Lady or Ladies, from receiving the Benefits of Fines, Heriots and other Services due upon Death, Descent or Alienation, in like Manner as he, she or they would have done in case such Copyhold Premises had continued to be the Property of Individuals; and the said Lord or Lords, Lady or Ladies of the said Manor or Manors, in case he, she or they shall decline to enfranchise the respective Parcels of Copyhold Land, Tenements and Hereditaments, held of the said Manor, which shall be so purchased by or vested in the said Company for the Purposes aforesaid, shall be entitled to and shall be paid by the said Company, a reasonable Recompence and Satisfaction for the Loss that will arise to him, her, or them in respect to such Fines, Heriots or other Services, the Enjoyment of which will be diminished or lost by the vesting or continuing of such Copyhold Premises in a Body Corporate; which Recompence and Satisfaction, if not settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, as is directed by this Act.

For adjusting the Mode of settling Contracts respecting Copyhold Lands.

XXI. And be it further enacted, That in all Cases where there shall be Occasion to cut through, take or use Part of any Commons or Waste Grounds for the Purposes of this Act, the Conveyance thereof by the Lord or Lady of the Manor wherein the same shall be situate, shall be a good and sufficient Conveyance to the said Company of Proprietors, for the Purpose of vesting in them the Fee Simple and Inheritance thereof as fully and effectually as if every Person having Right of Common upon such Commons or Waste Grounds had joined in and executed such Conveyance; and that the Compensation to be paid for any Right of Common upon any such Commons or Waste Grounds as aforesaid, shall be paid by the said Company of Proprietors to the Churchwardens of the respective Parishes wherein such Commons or Waste Grounds shall lie, and shall be by such Churchwardens received and applied for such general or public Purposes, within such Parishes respectively, as a Vestry of every such Parish, to be convened by such Churchwardens for that Purpose, shall direct, any Thing in this Act to the contrary hereof notwithstanding.

Conveyance by Lords of Manors, of Land taken from Commons, to be sufficient.

XXII. Provided always, and be it further enacted, That all and every Body or Bodies Politic, Corporate or Collegiate, Trustees, or other Persons

Satisfaction to be made.

Persons herein-before capacitated to sell or convey Lands and other Hereditaments, or any other Owner or Owners, and the Occupier or Occupiers of any Lands or other Hereditaments through, in or upon which the said Canal and Collateral Cut, Towing-paths, Quays, or other Works hereby authorized, are intended to be made, or any of them, or of any Mills, Forges, or other Works from which any Water to supply the said Canal and Collateral Cut, or either of them, may or shall be diverted, may accept and receive Satisfaction for the Value of such Lands and Grounds, Mills, Forges, or other Works and Hereditaments, and for the Damages to be sustained by making and completing the said Works herein-before directed, either in Gross Sums or by Annual Rents, as shall be agreed upon by and between the said Owners and Occupiers respectively, or any of them, and the said Company of Proprietors; and from and immediately after the Time of making and executing such Sale and Conveyance, or any Contract or Contracts for the same, the said Company of Proprietors may and shall be at Liberty to enter upon, and from thenceforth for ever to have, take and enjoy the said Lands, Grounds and other Hereditaments for the Uses and Maintenance of the said Canal and Cut respectively, and for the supplying the same with Water; and in case the said Company of Proprietors, and the said Parties interested in such Lands and Grounds or other Hereditaments cannot or do not agree as to the Amount or Value of such Satisfaction, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-after directed.

If Parties
cannot agree,
Price to be
settled by a
Jury.

Yearly Rents
charged on
the Rates.

XXIII. And be it further enacted, That all such Yearly Rents or Sums as shall be agreed on between the said Company of Proprietors and the Parties interested in such Lands and Grounds or other Hereditaments, or as shall be so ascertained and settled as aforesaid, shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company of Proprietors as the same shall become due and payable; and in case the same shall not be paid within Sixty Days next after the same shall so become due and payable, and after Demand in Writing made thereof to the Clerk or Treasurer of the said Company, it shall be lawful for any Three or more Justices of the Peace acting for the County within which such Lands and Grounds or other Hereditaments shall lie, and they are hereby required, upon due Proof of the Default made before them upon Oath, by an Order under their Hands, to appoint One or more Person or Persons to receive the Rates hereby granted and made payable, and to pay the same to such Bodies Politic, Corporate or Collegiate, Trustees or other Person or Persons to whom such Yearly Rents or Sums shall be due and unpaid as aforesaid, every such Collector giving such Security to the said Company for the due and faithful Execution of his Office, as they the said Justices shall judge proper and sufficient; and every Person so appointed shall be deemed a Collector of the said Rates, and shall have the same Power and Authority to collect the same as if he had been appointed a Collector of the said Rates by the said Company of Proprietors, until such Yearly Rents or Sums, with the Costs and Charges of recovering and receiving the same, shall be fully satisfied and paid; or it shall be lawful for such Bodies Politic, Corporate or Collegiate, Trustees or other Person or Persons to whom such Yearly Rents or Sums shall be due and owing as aforesaid, to sue for and recover the same, with Costs of Suit, by Action of Debt, in any of His Majesty's Courts of Record;

or otherwise seize and distrain any Boats, Vessels, or other Goods or Effects of the said Company of Proprietors, which shall be found upon the said Canal and Collateral Cut, or either of them, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company of Proprietors, by Notice in Writing delivered to some one of their Clerks, Collectors of the Rates, or other known Officers, or affixed to some one of their Wharfs or Quays near to the Place where such Distress shall have been made,) and to detain the same until Payment of such Yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress, and if such Distress shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Boats, Vessels, or other Goods or Effects so distrained, shall and may be sold or disposed of, in such Manner as the Law directs in case of a Distress for Rent.

Or the Company's Boats, &c. may be seized or distrained upon for the same;

XXIV. And for settling all Differences which may arise between the said Company of Proprietors and the several Owners of or Persons interested in any Lands, Grounds, Tenements, Mills, Mines, Waters, or other Hereditaments which shall or may be taken, used, affected or prejudiced, by reason of the Execution of any of the Powers hereby granted; Be it further enacted, That if any Body Politic, Corporate, or Collegiate, or any other Person or Persons so interested, for and on his, her or their Part or Parts, or for or on the Part of his, her, or their Cestuique Trusts, or of any other incapacitated Person or Persons as aforesaid, shall refuse to accept such Purchase Money, Annual Rent or Recompence, or other Compensation as shall be offered by them the said Company of Proprietors, or their Agents by or on their Behalf, and shall give Notice thereof in Writing to the Clerk for the Time being to the said Company of Proprietors within Seven Days next after such Offer shall have been made, and the Party or Parties giving such Notice as aforesaid shall therein request that the Matter or Matters in Dispute may be submitted to the Determination of a Jury; or if any Body Politic, Corporate, or Collegiate, or any other Person or Persons seized, or possessed of, or interested in any such Lands, Mills or other Hereditaments as aforesaid, shall refuse to treat or agree, or shall not agree, or by reason of Absence or Disability cannot agree with the said Company of Proprietors, or with any Person or Persons authorized by them for the Sale and Conveyance of their respective Estates and Interests therein, or cannot be found or known, or shall not produce and evince a clear Title to the Premises they may be in Possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company, or of the Person or Persons authorized by them, then, and in every such Case, the said Company of Proprietors shall, and they are hereby empowered and required, from Time to Time, to issue a Warrant under their Common Seal, to the Sheriff of the County in which such Lands, Tenements, or Hereditaments, shall lie, or the Matter in Question or Dispute shall arise, or in case such Sheriff, or his Under Sheriff, shall happen to be One of the said Company of Proprietors, or shall enjoy any Office of Trust or Profit under them, or shall be otherwise interested in the Matter or Matters in Question, then to the Senior Coroner of the said County, and in case he shall be so interested, then to the next Coroner of such County in Point of Seniority, who shall not be so interested, and if all the Coroners shall be so interested,

If Parties are dissatisfied, or refuse or are unable to treat, &c. a Jury to be impannelled to decide the Matter.

as aforesaid, then to the last Person who filled the Office of Sheriff of the said County then in being, who shall not be so interested as aforesaid, commanding such Sheriff or Coroner, or other Person (and the said Sheriff or Coroner, or such other Person is hereby empowered and required) to impanel, summon, and return not less than Forty-eight nor more than Seventy-two substantial and indifferent Persons qualified to serve on Juries, and the Persons so to be impanelled, summoned, and returned as aforesaid, are hereby required to come and appear before the Justices of the Peace for the County wherein the Premises shall lie, or the Damage thereto be sustained, at some Court of General or Quarter Sessions of the Peace, to be holden in and for the same County, or at some Adjournment thereof, as in such Warrant shall be directed and appointed, and to attend such Court of General or Quarter Sessions from Day to Day until discharged by the said Court; and out of such Persons so to be impanelled, summoned, and returned, a Jury of Twelve Men shall be drawn by the Clerk of the Peace for the County wherein such Jury shall be returned, or his Deputy, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts 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 appointed as aforesaid, the said Clerk of the Peace as before-mentioned, or his Deputy, shall return other honest and indifferent Men of the By-standers, or of others who can be speedily procured, to attend that Service, being so qualified as aforesaid, to 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 Clerk of the Peace, or his Deputy, is hereby empowered and required to summon and call before the said Justices any Witnesses touching the Matters in Question, and may order and authorize the said Jury, or any Three or more of them, to view the Place or Places, or Matters or Things in Controversy; and such Jury shall, upon their Oaths (which Oaths, as well as the Oaths to such Witnesses, the said Justices are hereby impowered and required to administer) enquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money, or the Annual Rent or Rents which shall be paid for the Purchase, or for the Hire and Use of such Lands or Grounds, Mills, Mines, Waters, and Hereditaments, and the Compensation which shall be made for the Damages sustained as aforesaid; and the said Justices shall give Judgement for such Purchase Money, Rent, Recompence, or Compensation so assessed by such Jury; which said Verdict, and the Judgement thereupon, shall be binding and conclusive to all Intents and Purposes upon all Bodies Politic, Corporate and Collegiate, and upon all Persons whomsoever; provided that Fourteen Days Notice in Writing at the least of the Hour and Place at which such Jury are so required to be returned, be given to the Bodies Politic, Corporate or Collegiate, or to the Person or Persons interested or claiming so to be, before the Time of the Meeting of the said Justices and Jury as aforesaid, by leaving such Notice at the Dwelling House of such Person or Persons, or of the Head Officer of such Body or Bodies Politic, Corporate, or Collegiate, or with some Tenant or Occupier of the Premises respectively intended to be valued; and in each and every Case where a Verdict shall be given for more Money, or for a greater Annual Rent, as a Recompence or Satisfaction for the absolute Sale of any Lands, Grounds, Mills, Waters, or other Hereditaments, or as a Compensation for any Damages done, or to be done,

Verdict of
the Jury to
be final.

done, to such Lands or other Hereditaments or Property, than shall have been previously offered by or on behalf of the said Company of Proprietors before the summoning such Jury, or where any Verdict shall be found for any Damages where the Dispute is for Damages only, and where no Compensation shall have been previously offered in respect thereof by and on behalf of the said Company of Proprietors, or where, by reason of Absence or other Impediment or Disability, there shall not be found any Person or Persons at hand who may be legally capacitated to contract with, and make Conveyances to, or receive Compensations from, the said Company of Proprietors as herein-before mentioned, then, and in all such Cases, all the reasonable Expences of causing such Value or Compensation to be assessed and awarded as aforesaid, shall be settled by the said Justices, and be defrayed by the said Company of Proprietors; but if any Verdict shall be given for the same Sum or Rent that shall have been previously offered by or on behalf of the said Company of Proprietors, or for a less Sum than shall have been so previously offered, or in case no Damages shall be given by the Verdict, where the Dispute is for Damages only, or in case of such Refusal to treat with, or make Conveyances to, the said Company of Proprietors, by any Bodies Politic, Corporate or Collegiate, or by any Person or Persons whomsoever, who is or are, by the Provisions of this Act or otherwise legally empowered to treat and convey, or receive such Compensation as aforesaid, then and in all such Cases (except where, by reason of Absence or otherwise, any Person shall have been prevented from treating and agreeing as aforesaid, in which Case all such Costs and Expences shall be borne and paid by the said Company of Proprietors), the reasonable Costs and Expences of causing such Value or Compensation to be assessed and awarded as aforesaid, shall be settled in like Manner by the said Justices, and be borne and paid by the Body or Bodies Politic, Corporate or Collegiate, or by the Person or Persons with whom the said Company of Proprietors shall have such Concerns, Controversies, or Disputes; which said Costs and Expences shall and may be deducted out of the Money so assessed and awarded, and the Payment or Tender of the Remainder of such Sum or Sums of Money shall be deemed and taken, to all Intents and Purposes, to be a Payment or Tender of the whole Sum or Sums so assessed and awarded as aforesaid; and in case no Damages shall be given by such Verdict where the Dispute is for Damages only, such Costs and Expences shall and may be recovered by the said Company by such Ways as are herein provided for the Recovery of any Penalty incurred by this Act.

XXV. Provided always, and be it further enacted, That all and every Person or Persons making Complaint, and requesting a Jury to be summoned, shall (before the said Company of Proprietors shall issue their Warrant for that Purpose) enter into a Bond, with Two sufficient Sureties, to the Treasurer of the said Company of Proprietors, in a Penalty of One Hundred Pounds, with Condition to prosecute his, her or their said Complaint, and to bear and pay the Costs and Expences of summoning such Jury, and taking such Verdict, in case the same shall be given for no greater, or for a less Sum or Rent than had been offered by or on Behalf of the said Company of Proprietors, before the summoning and returning the said Jury or Juries, for the Purchase of or as a Recompence for any Lands, Grounds, Mill or Hereditaments, or as a Compensation for any Damages, or in case no Verdict shall be found for Damages,

Persons requesting Juries to enter into Bonds to prosecute.

- Damages, where the whole Dispute was, whether any Damage was or was not done as aforesaid.

Notice of Injury to be given to the Company before Appeal to a Jury.

XXVI. And be it further enacted, That the said Company of Proprietors shall not, nor shall any Jury to be summoned by virtue of this Act, be allowed to receive or take Notice of any Complaint or Complaints to be made by any Person or Persons whomsoever, for any Injury or Damage by him, her or them sustained, or supposed to be sustained, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on Behalf of such Person or Persons, to the said Company of Proprietors, or to their Treasurer or Clerk, within the Space of Six Calendar Months next after the Time that such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Compelling the Sheriff to summon a Jury.

XXVII. And be it further enacted, That if the Sheriff, or other Person so directed to summon and return a Jury as aforesaid, or his Deputy or Agent, shall make Default in the Premises, he shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to be sworn, or 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 shall not appear, or appearing shall refuse to be examined or to give Evidence, every Person so offending, having no reasonable Excuse, (to be allowed by the said Justices) shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds; which several and respective Penalties shall and may be levied by virtue of any Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him the Overplus after such Penalty, and the Charges of such Distress and Sale shall be deducted; and every such Penalty so recovered from any Person who shall have been so summoned on such Jury or to give Evidence as aforesaid, shall go and be paid to the Party who shall appear to the said Justice to be injured by the Default of such Person.

Punishing Persons guilty of Perjury.

XXVIII. And be it further enacted, That all Persons who in any Examination to be taken upon Oath by virtue of this Act, shall wilfully give false Evidence, or otherwise forswear themselves before any such Jury, 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 and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable to.

Verdict for Value of Lands and Damages to be ascertained separately.

XXIX. And be it further enacted, That the said Juries shall award all Determinations, Judgements and Verdicts, which they shall respectively make and give in the Execution of the Powers hereby vested in them, concerning the Value of Lands, Mills and other Hereditaments, separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Lands and other Hereditaments, and the Money assessed or adjudged for such Damages as aforesaid, separately

ately and apart from each other, and also shall settle what Shares and Proportion of the Purchase Money, or Compensation for Damages, shall be allowed to any Tenant, or other Person or Persons, having a particular Estate, Term or Interest in the Premises, for his, her, or their respective Interest therein.

XXXI. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money, or giving Security for Payment of any such Annual Rent as shall have been contracted or agreed for between the Parties, or determined and adjusted by any Jury or Juries in Manner as aforesaid, for the Purchase of any such Lands, Waters, Mills or other Hereditaments, or as a Recompence for the Yearly Produce or Profits thereof, or as a Compensation for Damages, as herein-before mentioned, to the Proprietor or Proprietors of such Lands and Premises, or such other Person or Persons as shall be interested therein, or entitled to receive such Money, Rent or Compensation respectively, at any Time after the same shall have been so agreed for, determined or awarded; or if the Person or Persons so entitled or interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to the Premises, to the Satisfaction of the General Committee of the said Company, or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then, upon the Payment of the said Sum or Sums of Money into the Bank of *England*, as herein-after directed and required, (in case the same shall be requisite) for the Use of such Person or Persons so interested or entitled as aforesaid; it shall be lawful for the said Company of Proprietors, and their Agents, Servants and Workmen, immediately to enter upon such Lands, Grounds and other Hereditaments respectively, and then and thereupon the Lands and Grounds, Water Mills and other Hereditaments, and the Fee Simple and Inheritance thereof, together with the Yearly Profits thereof, and all the Estate, Use, Trust and Interest of any Person or Persons therein, shall from thenceforth be vested in, and become the sole Property of the said Company of Proprietors, to and for the Purposes of this Act for ever; and such Tender, Payment or Investiture shall not only bar all Right, Title, Claim, Interest and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to, and shall be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder of his, her or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Security, Tender or Investment as aforesaid, it shall not be lawful for the said Company of Proprietors, or any Person acting under their Authority, to dig or cut into such Lands or Grounds for the Purpose of making the said Canal and Collateral Cut or either of them, without Leave of the respective Owners or Occupiers thereof.

Power to enter and take Possession of Lands, &c. on Payment or Tender of Purchase Money.

XXXII. And be it further enacted, That all the said Judgments and Verdicts (being first signed by the Clerk of the Peace or his Deputy present at the taking of such Verdicts, and pronouncing of such Judgments respectively) shall be kept by the respective Clerks of the Peace, amongst the Records of the Quarter Sessions of the said Counties of *Leicester* and *Northampton* respectively, as the Case shall require, and shall be deemed to be Records of the said Quarter Sessions to all Intents and Purposes; and the

Verdicts to be recorded.

[*Loc. & Per.*]

30 D

same

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 to take Copies thereof, paying for every Copy the Sum of Fourpence for every One hundred Words, and so in Proportion for any less Number of Words.

Application
of Compen-
sation when
exceeding
200l.

XXXIII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, Tenements or Hereditaments, or for any other Matter, Right or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of the Powers of this Act for the Purposes thereof, which shall belong to any Corporation, Feme Covert, Infant, Lunatic, or Person or Persons under any Disability or Incapacity, as herein before mentioned, 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 Privy of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* “*The Company of Proprietors of the Grand Union Canal*,” together with the Name or Names of such Person or Persons as any Three of the General Committee of the said Company shall, by Writing signed by them, direct and appoint to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way, by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrance or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements or Hereditaments, or affecting other Lands, Tenements or Hereditaments, standing settled therewith to the same or the like Uses, Intents or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements or Hereditaments, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents and Purposes, and in the same Manner, as the Messuages, Lands, Tenements and Hereditaments, which shall be so purchased, taken, or used as aforesaid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking Effect; and in the mean Time, and until such Purchase shall be made, the said Money shall, by Order of the Court of Chancery, upon Application thereto, be invested by the said Accountant General, in his Name, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the mean Time, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and Annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

When less
than 200l.
and exceed-
ing 20l.

XXXIV. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements or Hereditaments purchased, taken, or used for the Purposes aforesaid, and
7
belonging

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

XXXV. Provided also, and be it further enacted, That where such Money so agreed or awarded to be paid as next before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken or used, for the Purposes of this Act, as the said General Committee or any Three or more of them shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, and to and for the Use and Benefit of such Person or Persons so entitled respectively.

XXXVI. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid, shall not be able to make a good Title to the Premises, to the Satisfaction of the said General Committee, or any Three of them, or shall refuse to execute such Conveyance or Conveyances; or in case such Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person or Persons entitled to such Lands, Tenements or Hereditaments, be not known or discovered, then and in every such Case it shall be lawful for the said General Committee, or any Three or more of them, to order the said Sum or Sums so awarded, to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account, to the Credit of the Parties interested in the said Lands, Tenements or Hereditaments, [describing them] subject to the Order, Controul, and Disposition of the said Court; which said Court, on the Application of any Person or Persons making Claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding, or otherwise as to the said Court shall seem meet, to order the same to be laid out and invested in the Publick Funds,

When less than 20l.

In case of not making out Titles; or if Persons cannot be found, Purchase Money to be paid into the Bank, subject to the Order of the Court of Chancery, by Motion or Petition.

or

Cashier of
the Bank to
give a Re-
ceipt for
such Money.

or to order Distribution thereof or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest, of the Person or Persons making Claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum and Sums of Money, is and are hereby required to give a Receipt or Receipts for such Sum or Sums, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any
Question
shall arise
touching the
Title to Mo-
ney to be
paid, the
Person who
shall be in
Possession of
the Lands,
&c. at the
Time of such
Purchase,
shall be
deemed en-
titled thereto
according to
such Posses-
sion.

XXXVII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements or Hereditaments, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court of Chancery; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements or Hereditaments, or to some Estate or Interest therein.

The Court
may order
reasonable
Expences of
Purchases to
be paid by
the Com-
pany.

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

Mortgagees
to convey.

XXXIX. And be it further enacted, That all and every Person and Persons who shall have any Mortgage or Mortgages on such Lands, Tenements, and Hereditaments, not being in Possession thereof by virtue of such Mortgage or Mortgages, shall, on the Tender of the Principal Money, and Interest due thereon, together with the Amount of Three Calendar

Calendar Months Interest on the said Principal Money, by the said Company of Proprietors, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Company, or to such Person or Persons as they shall appoint; or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company of Proprietors, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages, at the End or Expiration of Three Calendar Months, (to be computed from the Day of giving such Notice); that then at the End of the said Three Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company of Proprietors, or to such Person or Persons, as shall be appointed in Trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, that then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due upon any such Mortgage or Mortgages, with all Interest due thereon, shall amount to more than the real Value of the Premises, to be ascertained as directed by this Act, then the said Company of Proprietors shall not be liable to pay the Mortgagee or Mortgagees more than the real Value of such Premises, so ascertained as aforesaid: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest, due on any Mortgage as aforesaid into the Bank of *England*, at the End of Three Calendar Months from the Day of giving such Notice as aforesaid, for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give a Receipt or Receipts for the said Money, in like Manner as is herein-before directed in Cases of other Payments into the Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for him, her, or them, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages, to all Intents and Purposes whatsoever: Provided also, that if such Mortgage or Mortgages shall comprise any other Lands, Tenements, or Hereditaments, than those which shall be so purchased or taken by the said Company of Proprietors, such Mortgagee or Mortgagees shall, upon Payment, or Tender, of the Sum so ascertained as the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer, his, her or their Interest in such Lands, Tenements, or Hereditaments, to the said Company of Proprietors, or to such Person or Persons as shall be appointed in Trust for them; and in Default of their doing so, and on Payment of such Money into the Bank of *England* for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give such Receipt or Receipts as above-mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for them in the said Lands, Tenements, or Hereditaments, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises, to all Intents and Purposes whatsoever; and such Sums of Money shall be

[*Loc. & Per.*]

30 E

deducted

deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees, by virtue of such Mortgage or Mortgages.

Company
empowered
to re-sell
Land not
wanted.

XL. And whereas in pursuance of the Provisions of this Act, or to avoid Disputes with the Owners of Lands, Grounds, and Hereditaments which are or may be affected by making the said Canal, Cut, and Works, the said Company of Proprietors may purchase Lands and Buildings not necessary to be made use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company of Proprietors by Indenture under their Common Seal to grant and convey, by way of absolute Sale, for a Consideration in Money, such Part or Parts of the Lands or Buildings which shall be so purchased by and conveyed to them as aforesaid, as shall not be wanted for the Purposes of this Act; and Conveyances from the said Company of Proprietors shall be valid and effectual, any Thing in this Act contained, or any other Law, Statute, or Custom, to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by Sale or Sales of such Lands, Rents, or Premises, it shall and may be lawful for the Treasurer or Treasurers, for the Time being, to the said Company of Proprietors, to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons, for the Purchase Money for which such Lands, Rents, or Premises shall be so sold, or for so much thereof as in such Receipts shall be acknowledged or expressed to be received; and such Person or Persons shall not, afterwards, be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money, or any Part thereof: Provided always, that the said Company of Proprietors, before they shall sell and dispose of such Lands or Buildings, shall first offer to re-sell the same to the Person or Persons from whom they shall have purchased the same, or who would have been then entitled thereto, in case such Lands or Buildings had not been purchased by the said Company of Proprietors, the Price at which the same shall be re-sold, being adjusted and settled by a Jury, in like Manner as the Price for any Land, to be taken in pursuance of this Act, is herein-before directed to be settled in case of Difference or Dispute as to the Value thereof; and if such Person or Persons shall not agree, or shall refuse to re-purchase the same, it shall and may be lawful to and for any Person or Persons, not interested in the Premises, to make an Affidavit, to be sworn before a Master Extraordinary of the High Court of Chancery, or before one of His Majesty's Justices of the Peace for the County, where such Lands or Buildings shall lie or be, stating that such Offer was made by or on the Behalf of the said Company of Proprietors, and that such Person or Persons did not agree, or refused to purchase such Lands or Buildings, as the Case may be, and such Affidavit shall in all Courts be sufficient Evidence and Proof, that such Offer was made and not agreed to or refused.

Company
enabled to
raise Money.

XLI. And, to the End that the said Company of Proprietors may be enabled to carry on and complete the said Undertaking, be it further enacted, That it shall be lawful for the said Company of Proprietors to raise and contribute among themselves, in such Proportions as to them shall seem meet and convenient, a competent Sum of Money for making and completing the said Canal and Collateral Cut, and all the Works and Conveniences to the same belonging or requisite, and useful thereto respectively,

respectively, so as that the same do not exceed the Sum of Two hundred and fifty thousand Pounds, in the Whole (except as herein-after is mentioned); and the Money so to be raised, is hereby directed and appointed to be laid out and applied in the first Place for and towards Payment, Discharge and Satisfaction of all Fees and Disbursements, in obtaining and passing this Act, and for making the Surveys, Plans and Estimates, preparatory and incident thereto, and all other Expences relating to the same; and all the Residue and Remainder of such Money shall be used and applied for and towards making, completing and maintaining the said Canal and Collateral Cut, and other Works respectively, and for other the Purposes of this Act; and so much of the said Sum as shall be raised and contributed by Subscription, shall be divided and distinguished into as many equal Shares of One hundred Pounds each, or Half Shares of Fifty Pounds each, at the Option of the Subscribers, (such Option to be declared at the first General Assembly, to be held by virtue of this Act), as the same shall amount unto, which Shares and Half Shares shall be numbered in numerical Progression, and shall be deemed Personal Estate, and shall be transmissible as such, and not of the Nature of Real Property; and the said Shares and Half Shares shall be, and are hereby vested in the said several Subscribers, and their several and respective Executors, Administrators, Successors, and Assigns, to their and every of their proper Use and Behoof, proportionably to the Sums which they shall severally subscribe and pay thereunto; and all and every the Bodies Politic, Corporate, and Collegiate, and all and every Person and Persons, and their several and respective Successors, Executors, Administrators and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds for every Whole Share, and Fifty Pounds for every Half Share, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Navigation, shall be entitled to and receive, after the same shall be completed, the entire and Nett Distribution of a proportionate Part of the Profits and Advantages that shall and may arise and accrue by virtue of the Sum and Sums of Money to be raised, recovered or received, by the Authority of this Act, and so in Proportion for any greater Number of Shares or Half Shares; and every Body Politic, Corporate or Collegiate, Person or Persons, having One Share, or One Half Share, in the said Undertaking, and so in Proportion as aforesaid, shall bear and pay an adequate proportionate Sum of Money towards carrying on the said Undertaking, in Manner herein-after directed and appointed; and in case the said Sum of Two hundred and fifty thousand Pounds shall, at any Time or Times, be deemed or found insufficient for the making, completing, and maintaining the said Canal and Collateral Cut, and other the Works hereby authorized to be made, and all necessary Charges and Expences relating thereto, then and in such Case it shall be lawful for the said Company of Proprietors to raise and contribute among themselves, in such Shares and Proportions, and in Manner and Form, as is herein-before directed, or by the Admission of new Subscribers (as to them shall seem meet), any further or other Sum of Money, for perfecting and completing the said Navigation, not exceeding the Sum of Fifty thousand Pounds, and every such new Subscriber (if any) shall become a Proprietor in the said Navigation and Undertaking, and shall be entitled to exercise and enjoy the same Powers, Privileges, and Advantages; and shall also be liable to the same Restrictions, Penalties, and Forfeitures; as if such further or other Sum hereby allowed to be subscribed for and raised,

If not sufficient, the Company may raise a further Sum among themselves.

had

Or by Mortgage.

had been Part or Parcel of the said original Subscription; but in case the said Company of Proprietors shall be desirous to raise such further and other Sum, or any Part thereof, by Mortgage of the said Navigation and Undertaking, instead of by Contribution or Subscription, then, and in such Case, it shall be lawful for the said Company of Proprietors to borrow and take up at Interest, of and from any Person or Persons who shall be willing to advance and lend the same, upon the Credit of the said Navigation, any such further Sum or Sums of Money, not exceeding in the Whole the said Sum of Fifty thousand Pounds, as to them shall seem fit and convenient; and they are hereby authorised and empowered to assign and make over their said Canal and Collateral Cut, and other Works, and the Rates to arise by virtue of this Act, or any of them, or any Part thereof, as a Security for any Sum or Sums of Money so to be borrowed, with Interest, to the Person or Persons who shall advance the same, or to his or their Trustee or Trustees, by Deed of Mortgage, under the Common Seal of the said Company, according to the Form following, (that is to say)

Form of Mortgage.

WE, the Company of the Proprietors of the *Grand Union Canal*, in Consideration of the Sum of _____ to us paid by _____ of _____ do hereby, by virtue of an Act of Parliament passed in the Fiftieth Year of the Reign of King George the Third, intituled, [*set forth the Title of the Act*], bargain, sell, and transfer unto the said _____ all and singular the Rates arising by virtue of the said Act, and also the said Navigation and Undertaking, and all the Right, Title and Interest of us the said Company of Proprietors, of, in and unto the same, to hold unto the said _____ his Executors, Administrators and Assigns, until the said Sum of _____ together with Interest for the same, after the Rate of _____ per Centum per Annum, shall be fully paid off and discharged. Given under our Seal, the _____ Day of _____

And all Persons to whom such Mortgages shall be made, shall be equally entitled to their Proportion of the said Rates and Premises, according to their respective Sums in such Mortgages mentioned to be advanced, without any Preference by reason of the Priority of Date of any such Mortgage, or on any other Account whatsoever; and the Money so to be borrowed is hereby directed and appointed to be laid out and applied for and towards the making, completing, and maintaining the said Navigation and Works hereby authorised to be made, and other the Purposes of this Act, and to no other Use or Purpose whatsoever; and an Entry or Memorial of every such Mortgage, containing the Number and Date thereof, and an Account of the Name or Names of the Party or Parties (with their proper Additions) to whom the same shall have been made, and of the Sum of Money borrowed, together with the Rate of Interest to be paid thereon, shall, within Thirty Days next after the Date thereof, be written and inserted gratis in One or more Book or Books to be kept for that Purpose by the Clerk of the said Company of Proprietors, which Book or Books shall and may be perused at all seasonable Times by the Proprietors or Creditors of the said Undertaking, without Fee or Reward; and all and every Person or Persons to whom any such Mortgage shall have been made, or who shall be entitled to the Money thereby secured, may from Time to Time assign or transfer his, her or their Right, Title,

Title, Interest, or Benefit therein, to any Person or Persons whomsoever; which Transfer shall be made according to the Form following; (that is to say),

‘ I of in Consideration of the Sum of Form of
‘ paid by of do hereby transfer a Transfer of
‘ certain Mortgage made by the Company of Proprietors of the *Grand* Mortgages.
‘ *Union Canal*, (Number) bearing Date the Day
‘ of for securing the principal Sum of and the In-
‘ terest now due and hereafter to become due thereon, and all my Right
‘ and Property therein, to the said his Executors, Administrators,
‘ and Assigns. In Witness whereof, I have hereto set my Hand and Seal
‘ this Day of in the Year of our Lord

And every such Transfer shall, within Thirty Days after the Date thereof, be produced and notified to the Clerk or Clerks to the said Company of Proprietors, who shall thereupon cause an Entry or Memorial to be made thereof, containing the Date and Names of the Parties, in the said Book or Books to be kept for entering the said original Mortgages, for which last-mentioned Entry such Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made, every such Assignment shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators and Assigns, to the full Benefit of the original Mortgage; and it shall not be in the Power of such Person or Persons who shall have made such an Assignment or Assignments, at any Time afterwards to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof.

XLII. Provided always, and be it further enacted, That if the said Company of Proprietors shall think it more expedient to borrow such further Sum of Fifty thousand Pounds, or any Part thereof, by Promissory Notes under the Common Seal of the said Company, it shall and may be lawful for them so to do; and that such Notes shall be made payable in such Manner, and at such Time or Times, and with such legal or less Rate of Interest as the said Company shall think proper, and either with or without Power in the Holders of such Notes to have an Option of being admitted to hold a Share of One hundred Pounds, or a Half Share of Fifty Pounds, in lieu of the Principal Money thereby to be secured, or so much or such Parts thereof as the said Company of Proprietors, or their General Committee for the Time being, and the Person or Persons advancing such Money on the Security of the said Notes, shall jointly agree upon; so nevertheless that no Person be in any Case admitted to hold a Share of One hundred Pounds in lieu of a less Principal Sum of Money than One hundred Pounds advanced on the Security of such Notes, nor any Half Share in lieu of any less Sum than Fifty Pounds advanced on the Security of such Notes, the Particulars of such Options being at all Times expressed in the said Notes; and the Rates authorized to be taken, and which shall arise and be taken by virtue of this Act, shall be a Security for any Sum or Sums of Money so to be borrowed as aforesaid, with Interest, to the Person or Persons who shall from Time to Time be entitled to such Securities, and the Principal Money and Interest thereby secured; and all Persons to whom any such Securities as aforesaid shall be given, shall be equally entitled to a Claim or Lien on the said Rates in
[Loc. & Per.] 30 F Proportion

Or by Promissory Notes.

Interest to be
paid in Pre-
ference to
Dividends.

Proportion to the respective Sums mentioned thereby to be secured and advanced, as if the same were advanced upon Mortgages or Assignments of the said Rates, in pursuance or by virtue of this Act, and without any Preference by reason of the Priority of Date of any such Securities, or on any other Account whatsoever; and the Interest of the Money to be so borrowed on Mortgage or Promissory Notes as aforesaid, shall be paid Half Yearly to the several Persons entitled thereto, in Preference to any Interest or Dividends due and payable by virtue of this Act to the said Company of Proprietors, or to any of them.

Land Owners
to be admit-
ted Subscri-
bers in cer-
tain Cases.

XLIII. And be it further enacted, That in case any Person or Persons, or Body Politic, Corporate or Collegiate, who now is or are Owner or Owners, or in the actual Possession, or entitled to the Rents and Profits of any of the Lands within the Line of, or to be cut through, taken, or used for making the said intended Canal and Cut, or either of them, and who shall not have subscribed towards the Purposes of this Act a Sum which will entitle him or them to Twenty Shares at the least in the said Undertaking, (provided the Eighth Part of a Mile or more in Length of such Land shall be so cut through, taken, or used,) shall be desirous of becoming a Proprietor or Proprietors of a Share or Shares in the said Undertaking, and shall, by Writing under his or her Hand, or the Common Seal of such Body Politic, Corporate or Collegiate, (attested by some credible Witness or Witnesses) to be delivered to the Clerk or Clerks to the said Company of Proprietors within Twelve Calendar Months next after the passing of this Act, signify such Desire, and the Sum he, she, or they is or are willing to contribute and advance for or towards the Purposes of this Act, then and in every such Case the said Company of Proprietors shall and are hereby required to admit every such Person, or Body Politic, Corporate or Collegiate, to be a Proprietor or Proprietors of the said Undertaking; and in order thereto, the said Company of Proprietors may and are hereby empowered to make such Increase of the Number of Shares in the said Undertaking as they shall judge necessary or proper, and all such new Shares shall be subject to the Regulations and Provisions of this Act, in like Manner as if they were Part of the original Shares in the said Undertaking; and every such Person and Body Politic, Corporate or Collegiate, shall, after such Desire shall have been signified as aforesaid, be compellable to become a Subscriber or Subscribers of the Sums which they shall have stated themselves willing to contribute, and shall, from and after such Admission as aforesaid, be united and incorporated with, and be Part of the said Company of Proprietors, and shall be a Proprietor or Proprietors of a Share in the said Undertaking for every One hundred Pounds of the Money in such Writing mentioned, in like Manner, in all Respects, and to all Intents and Purposes, as if such Person or Body Politic, Corporate or Collegiate, had been before named and constituted Part of the said Company of Proprietors: Provided nevertheless, that no such Person or Persons, Body Politic, Corporate or Collegiate, shall be permitted so to subscribe for any greater Number of Shares, than in the Proportion of One Share for every Eighth Part of a Mile in Length of his, her, or their Land to be so cut through, taken or used, or than will make up the whole of the Shares to which he, she, or they shall or will be entitled, either as an original Subscriber, or original Subscribers or otherwise, to amount to the Number of Twenty Shares.

XLIV. Provided

XLIV. Provided always, That in case any Body Corporate or Collegiate so entitled as aforesaid shall not signify their Desire to subscribe in their Corporate Capacity as aforesaid, it shall be lawful for their Lessee or Lessees holding and being in Possession of any such Lands under such Body Corporate or Collegiate (except Lessees at Rack Rent), to become a Subscriber or Subscribers in his, her, or their own Name or Names, for as many Shares in the said Undertaking as he, she, or they might have subscribed for, as if such Lands had been his or their own Freehold; such Lessee or Lessees signifying his or their Desire to become a Subscriber or Subscribers as aforesaid, by Writing under his or their Hand or Hands, to be delivered to the Clerk or Clerks to the said Company of Proprietors within Two Months after the Expiration of the said Twelve Calendar Months allowed to the Lessor or Lessors; and such Lessee or Lessees shall be admitted a Proprietor or Proprietors of the said Undertaking, in like Manner as herein-before mentioned with respect to the Owners of Lands to be cut through, taken, or used as aforesaid.

Lessees in certain Cases may be admitted Subscribers.

XLV. Provided nevertheless, That the said Company of Proprietors shall not be obliged to admit any Person or Persons, or Body Politic, Corporate or Collegiate, to be a Proprietor or Proprietors of any Share in the said Undertaking on account of his, her, or their being Owner or Owners, or in the actual Possession, or entitled to the Rents and Profits, or Lessee of Lands to be cut through, taken, or used as aforesaid, until such Lands shall have been actually purchased by the said Company of Proprietors, or until the Person, or Body Politic, Corporate or Collegiate, desiring to be so admitted; shall have paid to the said Company of Proprietors the like Sum of Money upon every Share to which he, she, or they shall desire to be admitted, as shall have been paid to the said Company of Proprietors upon any other of the Shares in the said Undertaking.

Conditions on which Persons may be admitted Subscribers.

XLVI. And be it further enacted, That every Body or Bodies Politic, Corporate or Collegiate, or other Person or Persons who shall by virtue of this Act have subscribed or undertaken for One or more Share or Shares, or Two or more Half Shares, of and in the said Undertaking, and his, her, and their Successors, Executors, Administrators and Assigns, shall be and be deemed a Proprietor and constituent Member of the said Corporation hereby created, and shall have a Vote for every such Share or Two of such Half Shares, in every such General or other Assembly to be held as herein-after appointed for carrying on the said Undertaking, which may be given by him, her or them, or by his, her or their Proxy or Proxies duly constituted under his, her or their Hand or Hands, or under the Hand of the Head of any Corporation Aggregate, and such Vote or Votes by Proxy shall be as valid as if such Principal or Principals had voted in Person; and whatever Question or Questions, as to the Election of proper Officers, or the Determination of any other Matter or Thing, shall be proposed, discussed, or considered in any General or other Assembly of the said Company of Proprietors to be held by virtue of this Act, the same shall be finally determined by the Majority of Votes and Proxies then present, computing One Vote for every Share or Two Half Shares: Provided nevertheless, that no Proprietor shall be entitled to give more than Ten Votes, on account of the whole Number of his, her or their Shares or Half Shares in the said Navigation; and that no Person shall give or deliver, or vote in respect of Proxies for more than Ten Shares

Subscribers to have a Vote for every Share, by themselves or Proxies, not exceeding Ten Shares.

But not to have more than Ten Votes, nor act as Proxy for more than Ten Proprietors.

Shares of absent Proprietors; and the Appointment of every Proxy shall be made according to the Form following:

Form of Proxy.

‘ I of one of the Proprietors of the
‘ *Grand Union Canal*, do hereby nominate, constitute and appoint
‘ of in my Name, and in my Absence,
‘ to vote or give my Assent or Dissent to any Business, Matter or Thing
‘ relating thereto, which shall be proposed at any General or Special As-
‘ sembly of the Proprietors of the said Canal, or any Adjournment thereof,
‘ at all Times hereafter, until I shall revoke this Appointment by Notice
‘ in Writing under my Hand to some Clerk to the said Company of Pro-
‘ prietors. In Witness whereof I have hereunto set my Hand this
‘ Day of .’

And at every General or other Assembly of the said Company of Proprietors, One of the Proprietors present shall be appointed Chairman, and shall not only have a single Voice as a Proprietor, in respect of each Share, or every Two Half Shares as aforesaid, but, in case of an Equality of Votes, shall have the decisive or casting Vote, although he may have voted before in relation to the Matter in Question.

**First, and
other General
Assemblies.**

XLVII. And be it further enacted, That the First General Assembly of the said Company of Proprietors for putting this Act into Execution shall be held at the *Crown and Anchor Tavern* in the *Strand, London*, upon the Fourth Day of *June* One thousand eight hundred and ten, at the Hour of Eleven in the Forenoon; and the Second General Assembly of the said Company shall be held upon the Fifth Day of *November* then next ensuing, at such Place and Hour as the said Company at their said First Assembly shall appoint; and all future General Meetings of the said Company, except such General Assemblies as herein-after mentioned, shall be held on the First *Monday* in the Months of *June* and *November* respectively in every Year, at the Hour of Eleven in the Forenoon, at such Places as the said Company of Proprietors at their preceding General Assemblies shall from Time to Time direct and appoint, of which General Assemblies Fourteen Days previous Notice at the least shall be given by public Advertisement in any Three or more of the *London Newspapers*, and in such Manner as the said Company of Proprietors at their respective General Assemblies shall direct; and the said Company of Proprietors, at such respective General Assemblies to be held on the First *Monday* in the Month of *June* in every Year, and at no other Time, shall choose and elect out of such of the said Proprietors as at the Time of such Election shall respectively be possessed, in their own Right, of Five or more Shares in the said Undertaking, One General Committee to manage the Affairs of the said Company of Proprietors as herein-after directed, the said General Committee to consist of Twenty-one Persons, and every such Committee shall continue for One Year from the Time of their Appointment and until another shall be chosen in their Stead, unless any Member or Members of such General Committee shall die or refuse to act, or cease to be entitled to Five Shares at least in the said Undertaking, or shall hold any Place, Office, Employment, or Contract under the said Company; in any of which Cases it shall be lawful for the General Committee to fill up the Vacancy or Vacancies in such Committee for the Remainder of the said Year, and so from Time to Time, as Occasion may require; and the said Company of Proprietors shall have Power and Authority at any

any such General Assembly to remove and displace any Person or Persons who shall have been chosen an Officer or Officers under them, and to revoke, alter, amend, or change any of the Rules and Directions herein prescribed and laid down with regard to their Proceedings among themselves, as to them shall seem meet, (the Method of calling General or Special Assemblies, and their Time and Place of meeting, and voting, and appointing Committees only excepted), and shall have a Power to make such Rules, Bye Laws, and Orders for the good Government of the said Company, and the said General Committee, and their Servants, Agents, and Workmen, and for the whole, complete, and total Superintendence and Management of the said Undertaking, and of the Boatmen and others who shall carry any Goods, Wares, or Merchandize upon any Part of the said Undertaking, or shall use any of the Works by this Act authorized to be made, as to the said General Assemblies shall seem meet and fitting, and to impose and inflict such reasonable Fines or Forfeitures upon all Persons who shall offend against any such Rules, Bye Laws or Orders as to such General Assembly shall seem meet, not exceeding the Sum of Five Pounds for any One Offence; which said Rules, Bye Laws and Orders being reduced into Writing, under the Common Seal of the said Company of Proprietors, shall be binding upon and observed by all Parties using or in any Way concerned in the said Undertaking and Works, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided that they be not repugnant to the Laws of that Part of the United Kingdom called *England*, or to the Provisions and Directions in this Act contained, or to any of them; and every such General Assembly shall have Power to call for, audit, and settle all Accounts of Money received, laid out, and disbursed on Account of the said Undertaking, by the Treasurer, Receivers, or Collectors of the Rates, and other Officers by them appointed, or by any other Person or Persons whomsoever, employed by, or concerned for or under them, in and about the said Undertaking and the Works thereto belonging; but no Vote or Votes by Proxy shall be given, or have any Power in or as to the Audit and Settlement of Accounts; and the said Company of Proprietors shall have Power to adjourn themselves from Time to Time to such Place or Places as shall at such General Assemblies be thought meet and convenient.

XLVIII. Provided always, and be it further enacted, That if at any such General Assembly there shall not be Persons present who shall be possessed of Seven hundred Shares at the least in the said Undertaking, either as Principals or Proxies, no Choice of any General Committee, nor any Removal of any Person or Persons from such Committee, nor any Election of any Person or Persons in the room of such of the Members of the said Committee as shall die or be so removed, shall be made at that Time; but in such Case there shall be another Assembly of the Proprietors of the said Undertaking at the same Place in the Week then next following, and on the same Day in that Week, and so from Time to Time until there shall be Persons present at such Assembly having such Number of Shares as aforesaid; and such Choice, Removal, or new Appointment of any Member of such Committee shall then take place, and the Persons then chosen to be of such General Committee shall have the same Powers which they would have had, and shall continue in such Offices until such Time as they would have done, had they been chosen by the said First Assembly herein-before appointed; and in case of Failure

General Assemblies for choosing Committees, to consist of Seven hundred Shares.

[Loc. & Per.]

30 G

of

of the assembling of a sufficient Number of Proprietors having Seven hundred Shares as Principals or Proxies at such First Assembly, every Proprietor who shall not attend such Second Assembly in Person, or by Proxy, shall forfeit to the said Company of Proprietors, for every Share which he or she shall possess in the said Undertaking, the Sum of Ten Shillings, to be deducted out of the next succeeding Payment of Interest or Dividends of the Profits of the said Undertaking, as the Case may happen; and in case no Interest or Dividends shall be payable to such Person or Persons so making Default as aforesaid, within Six Calendar Months next after the making of such Default, then such Forfeiture shall be recovered by the Ways and Means herein-after appointed for the Recovery of any of the other Penalties or Forfeitures imposed by this Act.

Assembly of Proprietors may be specially convened.

XLIX. And be it further enacted, That if it shall at any Time appear that, for the more effectually putting this Act into Execution, a Special Assembly of the said Company of Proprietors is necessary to be held, it shall be lawful for any Twenty-one or more of them, possessed of Two hundred Shares in the whole at least in the said Undertaking, to cause Fourteen Days Notice at least to be given thereof in a *Leicester, Northampton*, and any Three *London* Newspapers, or in such other Manner, and at such Time or Place, as the said Company shall at their General Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special Assembly, and the Time when and Place where the same shall be held (such Place being where the same shall be directed from Time to Time by the General Assemblies of the said Company, and not elsewhere); and the said Company are hereby authorized to meet pursuant to such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company of Proprietors with respect to the Matters so specified only; and all such Acts of the Proprietors, or of the major Part of them met together at every such Special Assembly, (provided such major Part shall be possessed of Seven hundred Shares at the least in the said Navigation, either as Principals or Proxies), shall be as valid with respect to the Matter specified in such Notice as if the same had been done at any ordinary General Assembly.

General Assembly to elect and appoint Officers, and take Security from them.

L. And be it further enacted, That it shall be lawful for the said Company of Proprietors at any General Assembly, and they are hereby authorized and required from Time to Time, to nominate and appoint, by Writing under their Common Seal, a Treasurer or Treasurers, and also One or more Clerk or Clerks to the said Company on whom the Service of all Writs, Notices, and other legal Proceedings against the said Company shall be deemed good Service on the said Company, taking such Security for the due Execution of their respective Offices as the said Company shall think proper; and such Clerk or Clerks shall, in a proper Book or Books to be provided by the said Company for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors of or entitled to any Share or Shares, Half Share or Half Shares therein, and of all Acts, Proceedings, and Transactions of the said Company, and of the General and other Committee or Committees, by virtue of and under the Authority of this Act, and each of the said Proprietors of the said Undertaking

taking shall and may, at all convenient Times, have Recourse to, and peruse and inspect the same *gratis*, and may demand and have Copies thereof, or of any Part thereof, paying for every One hundred Words so to be copied the Sum of Sixpence; and if any such Clerk or Clerks to the said Company and General or other Committees, shall refuse to permit any Proprietor so interested as aforesaid to inspect or peruse such Book or Books of Proceedings at all convenient Times and Seasons, or refuse to make any such Copy or Copies at the Rate or Rates as aforesaid, he shall for every such Offence forfeit and pay the Sum of Ten Pounds; and whenever any Clerk or Treasurer shall die, or be removed, or quit the Service of the said Company; it shall be lawful for the said General Committee of the said Company to appoint some other fit Person or Persons in the Place of the Clerk or Treasurer so dying, quitting, or being removed, until the then next General Assembly, when the Clerk or Clerks, Treasurer or Treasurers so appointed, or some other Clerk or Clerks, Treasurer or Treasurers, shall be nominated and appointed for the Purposes aforesaid.

LI. And be it further enacted, That no Member of the said General Committee, (although he may be a Proprietor of more Shares than one in the said Undertaking), shall have more than One Vote at any Meeting of such Committee, except the Chairman, who shall be chosen by and out of the said Committee, and who, in case of an Equality of Votes upon any Question agitated in the said Committee, shall have the Casting Vote, although he may have given One Vote before; and that all the Powers and Authorities hereby vested in or directed to be exercised by the said General Committee, may be done and exercised by the major Part of them present at their respective Meetings, the whole Number present not being less than Seven; and every such General Committee shall from Time to Time make Reports of their Proceedings to the General Assemblies of the Company, and shall obey their Orders and Directions; and the said General Committee shall (subject nevertheless at all Times to such Orders and Directions as aforesaid) meet at such Times and Places, and shall from Time to Time adjourn themselves to such other Time and Place as they shall think fit; and the said General Committee shall, by their Clerk or Clerks, keep a full and true Account of all Money disbursed, and Payments made, and of all and every Sum and Sums of Money which shall be received in respect of such Undertaking, by and from any Person or Persons whomsoever, employed in or having any Concerns, Dealings or Transactions with the said Undertaking, or any Part thereof, and shall regularly, by their Clerk or Clerks as aforesaid, write and enter into a Book or Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes or Copies, (as the Case shall require), of their Orders and Proceedings; which Book or Books shall be deposited with and kept under the Care and Direction of the said General Committee, (provided always, that every Proprietor, upon every reasonable Desire, shall have free Access thereto, as herein-before mentioned, for his or her Inspection); and the said General Committee shall have Power from Time to Time (subject nevertheless to the Directions and Controul of any such General Assembly) to appoint an Engineer or Engineers to inspect the Works of the said Navigation, and an Architect or Architects for erecting and surveying any Buildings to be erected by the said Company of Proprietors,

Regulations
respecting
the General
Committee,
and Powers
of the same.

and also a Land Surveyor or Land Surveyors, for any Purpose relating to the Execution of this Act; and every such Engineer, Architect and Land Surveyor, shall be paid by the said Company such Salary or Allowance as the said General Committee shall direct or appoint; and any such General Committee may remove any such Engineer, Architect and Land Surveyor whenever they shall think proper; and such General Committee shall have full Power and Authority to contract for and purchase Lands, Messuages, Tenements, Hereditaments, and Materials for the Use of the said Undertaking; employ, order, and direct the Workmen; place and displace Collectors, Under Officers, Clerks, Servants and Agents; make all Contracts and Bargains touching the said Undertaking, and sell or demise such Lands or Buildings as shall not be wanted for the Use of the said Company; and do, execute, and perform all other Matters and Things whatsoever necessary and expedient to be done in and about the said Navigation and Undertaking; and which the said Company are by this Act empowered to do, save and except such only as are hereby directed to be done by the Proprietors at their General Assemblies, as herein-mentioned.

Power to appoint Sub-Committees.

LII. And be it further enacted, That it shall be lawful for the General Committee, at their First Meeting after their Election in every Year, to nominate and appoint Two Sub-Committees, (every such Sub-Committee to consist of Seven or more Persons), out of such of the Proprietors of the said Navigation as shall be possessed in their own Right of Five Shares at the least; and such Sub-Committees shall have full Power and Authority to do, execute, and perform all Matters and Things whatsoever, in and about the said Undertaking, which the said General Committee shall from Time to Time entrust to the Management of such Sub-Committees; and such Sub-Committees shall meet at such Times and Places within their respective Divisions as they shall think proper; and all Powers hereby vested, or which shall be vested in such Sub-Committees by the said General Committee as aforesaid, shall be exercised by the major Part present at their respective Meetings, the whole Number of Members present not being less than Three; and at all Meetings of such Sub-Committees respectively, one of the Members present shall be appointed Chairman, and all Questions shall be decided by the Majority of Votes, and the Chairman shall have the casting Vote in case of an equal Division, but no other Member shall have more than One Vote; and such Sub-Committees shall from Time to Time make Reports and send Copies of their Proceedings to the General Committee, if required, and shall at all Times be subject to the Controul of the said General Committee, and shall obey all their Orders and Directions in and about the Affairs of the said Company, so that such Orders and Directions be not contrary to the express Directions, Regulations, and Provisions contained in this Act.

General Committee to make Calls.

LIII. And be it further enacted, That the said General Committee shall have full Power and Authority from Time to Time to make such Call or Calls for Money from the several Proprietors of the said Undertaking, in order to defray the Expences of or carry on the same, as they shall from Time to Time find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Ten Pounds for or in respect of every Share, and Five Pounds for every Half Share in the said

faid Navigation, and so that no such Calls be made but at the Distance of Three Calendar Months at least from each other; all which Money so to be called for shall be paid into the Hands of the Treasurer or Treasurers of the said Company, to be issued, paid and applied in such Manner as the said General Committee shall, from Time to Time, order and direct.

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

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

LVI. And be it further enacted, That in all Actions brought by the said Company of Proprietors against any Person or Persons who hath or have subscribed, or who shall hereafter subscribe or advance any Money for and towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors, of any Share or Shares, Half Share or Half Shares, in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company, for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being an Owner or Owners, Proprietor or Proprietors of such or so many Share or Shares, Half Share or Half Shares, in the said Undertaking, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in Arrear shall amount to, for such and so many Call or Calls of such or so many Sum or Sums of Money, upon such or so many Share or Shares belonging to the said Defendant or Defendants (as the Case may

[Loc. & Per.]

30 H

happen

Committee
may allow
Interest to
Proprietors
on Payments
in Advance.

Subscribers
to pay the
Calls on their
Subscrip-
tions.

Directing
the Proceed-
ings in
Actions for
Calls.

happen to be) whereby an Action hath accrued to the said Company, by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall be only necessary to prove that the Defendant or Defendants, at the Time of making such Call or Calls, was or were an Owner or Owners, Proprietor or Proprietors of some Share or Shares, Half Share or Half Shares, in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice was given thereof as is directed by this Act; and the said Company shall thereupon be entitled to recover what shall appear due, and that no Wager of Law shall be allowed in any such Action; and after Judgment shall be given for the said Company in any such Action, Execution shall not be stayed by reason of any Writ of Error brought by the Defendant or Defendants therein, unless such Defendant or Defendants, with Two sufficient Sureties, shall first become bound to the said Company by Recognizance, to be acknowledged in the Court in which such Judgment shall be given, in double the Sum adjudged to the said Company by such Judgment, to prosecute the said Writ of Error with Effect; and also if the said Judgment shall be affirmed, or the said Writ of Error be nonprossed, to satisfy and pay the Debt, Damages, and Costs adjudged by the said Judgment and all Costs and Damages to be awarded for Delay of Non-execution.

Manner of
enforcing
Payment of
the Calls.

LVII. And for the better enforcing the Payment of such Calls, be it further enacted, That if any Person or Persons upon whom any Call or Calls for Money shall, or may hereafter be made under or by virtue of this Act, for or in respect of any Share or Shares, Half Share or Half Shares, in the said Undertaking, shall neglect or refuse to pay his, her, or their rateable or proportionable Share or Shares of the said Money, to be called for and raised by virtue of this Act, for the Space of One Calendar Month after such Call or Calls shall have been made as aforesaid, then, and in such Case, it shall and may be lawful to and for the said Company, at some General or Special Assembly, to be held after such Neglect or Refusal to pay such Call or Calls as aforesaid, to declare all and every or any of the Share and Shares, Half Share and Half Shares, of such Person or Persons so neglecting or refusing as aforesaid, to be forfeited, and from thenceforth the said Share or Shares, Half Share or Half Shares, so declared to be forfeited, shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes hereinafter mentioned: Provided always, that no Share or Shares, Half Share or Half Shares, of and in the said Undertaking, shall vest in or accrue to the said Company, until Notice in Writing thereof shall be given by the Treasurer, or by the Clerk or Clerks of the said Company, to the Person or Persons, or to the Clerk or Clerks, or other Head Officer or Officers, of the Body or Bodies Politic, Corporate, or Collegiate, in whose Name or Names such Share or Shares, Half Share or Half Shares, shall, at the Time of giving such Notice, stand registered in the Books of the said Company, or left at his, her, or their Dwelling-house, or usual or last known Place of Abode, Fourteen Days at the least before such Share or Shares, Half Share or Half Shares, shall vest in or accrue to the said Company, or until Notice be published in the *London Gazette*, and in a *Northampton, Leicester, and London Newspaper*, in case such Person or Persons cannot be found; and in such Notices respectively shall be contained a Statement and Account of how much Money is due from such Person or Persons, Body or Bodies Politick, Corporate, or Collegiate, for his,

his, her, or their Call or Calls in respect of his, her, or their Share or Shares, Half Share or Half Shares, in the said Undertaking; and no such Share or Shares, Half Share or Half Shares, shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares, or Half Share or Half Shares, shall pay what shall appear by such Statement to be due, together with legal Interest on the same, and all Expences attending the Application for the same, within the Time specified in such Notice; any Thing contained in this Act to the contrary thereof in anywise notwithstanding:

LVIII. And be it further enacted, That when any Share or Shares, Half Share or Half Shares of the said Undertaking, shall by virtue of this Act have become forfeited to or vested in the said Company as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company, or their General Committee for the Time being, and they are hereby authorized and empowered from Time to Time to sell or cause to be sold by public Auction, or by private Contract, and by Writing under the Common Seal of the said Company, to assign and transfer such and so many of the Share or Shares, or Half Share or Half Shares, of such Defaulter or Defaulters, as the said Company or their General Committee shall from Time to Time find necessary and direct to be sold, unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns, and such Assignment and Transfer shall be good, valid, and effectual against the Owner or Owners of every such Share or Shares, or Half Share or Half Shares, so forfeited to or vested in the said Company and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case the Money produced by the Sale of any such Share or Shares, or Half Share or Half Shares, shall be more than sufficient to pay any such Arrears as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales thereof, the Surplus arising from such Sale shall be paid to the Person or Persons to whom such Share or Shares, or Half Share or Half Shares, shall have belonged: Provided also, that the said Company of Proprietors, or their General Committee, shall not by virtue of this Act at any Time or Times sell or transfer, or direct to be sold or transferred, any more of such Shares and Half Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due by such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of every the Call or Calls to be made by virtue of this Act, and the Interest and Expences as aforesaid, any Share or Shares, Half Share or Half Shares, vested in the said Company of Proprietors as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons, Body or Bodies Politick, Corporate, or Collegiate, to whom such Share or Shares, Half Share or Half Shares, shall have before belonged, in such Manner as if such Calls had been duly and regularly paid.

LIX. Provided also, and be it enacted, That nothing herein contained shall empower the said Company to sue the original Proprietors of any Share or Shares, Half Share or Half Shares, which shall be declared to be forfeited in Manner and according to the Tenor, true Intent, and Meaning

Company
empowered
to sell Shares
and Half
Shares that
shall become
vested in
them by the
Default of
Owners not
paying the
Calls there-
on.

The Com-
pany not to
sue for Calls
on forfeited
Shares.

Meaning of this Act, except such as shall revert in pursuance of the last preceding Clause, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or Shares, Half Share or Half Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls in the same Manner as if he, she, or they had been the Original Proprietor or Proprietors of such Share or Shares, Half Share or Half Shares.

On the Death
of Subscri-
bers before
Share com-
pleted,
Executors
may do it.

LX. Provided also, and be it further enacted, That if any Owner or Owners of any Share or Shares, Half Share or Half Shares, in the said Undertaking shall happen to die before such Call or Calls shall have been made for the full Sum to be advanced on each Share, which he, she, or they shall have been possessed of or entitled to, without having made Provision by Will, or otherwise, how or in what Manner such Share or Shares, Half Share or Half Shares, shall be disposed of, and how or by what Means the future Calls in respect thereof shall be paid to the said Company for the Purpose of the said Undertaking, then and in such Case the Executor or Executors, Administrator or Administrators, of any such Owner so dying, or the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant or Infants, or of any other Person or Persons entitled to the Estate and Effects of such deceased Owner, shall be indemnified against all and every such Infant or Infants, and against all and every other Person or Persons whomsoever, for or on account of his, her, or their having paid any Sum or Sums of Money when called for as aforesaid to compleat every such Subscription; and if such Owner or Owners deceased shall not have left Assets sufficient, or in case the Executor or Executors, Administrator or Administrators, Trustee or Trustees, Committee or Committees, Guardian or Guardians, shall refuse or neglect to answer such Calls, the said Company of Proprietors shall be, and they are hereby authorized and empowered, to admit any other Person or Persons to be Proprietor or Proprietors of the Share or Shares, Half Share or Half Shares, of such Owner or Owners deceased, on Condition that he, she, or they, so admitted, do and shall, on or before such Admission, pay to the Executors or Administrators of such deceased Owner or Owners, or to the Trustee or Trustees, Guardian or Guardians of any Infant or Infants, or to any other Person or Persons who may be entitled to his or her Effects, the full Sum and Sums of Money which shall have been paid by such Owner or Owners, in his, her, or their Life-time, by virtue of any Call or Calls, or otherwise, upon such Share or Shares, Half Share or Half Shares, or such other Sum or Sums of Money as the same can be sold for; and in case no such Person or Persons shall be found, who is or are willing to be admitted on such Condition as aforesaid, then and in such Case such Share or Shares, Half Share or Half Shares, shall be forfeited to and become vested in the said Company in Trust for and for the Benefit of all the rest of the said Proprietors, in Proportion to their respective Interests in the said Undertaking, and shall be subject to be sold and disposed of in like Manner as other forfeited Shares may be sold and disposed of by virtue of this Act.

Shares may
be sold.

LXI. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, and their respective Successors, Executors, or Administrators, to sell and dispose of any Share or Shares,
Half

Half Share or Half Shares, to which he, she, or they may be entitled therein, subject to the Rules and Conditions herein mentioned; the Transfer of which Shares shall be to the Form or Effect following:

‘ I in Consideration of paid to me by
 ‘ I do hereby bargain, sell, assign, and transfer to the said
 ‘ Share or Half Share of the Navigation called *The Grand*
 ‘ *Union Canal*, (being No. of the Shares) or Half Shares (in the
 ‘ said Navigation) to hold to the said his Executors, Adminis-
 ‘ trators, and Assigns, subject to the same Rules, Orders, and Restrictions,
 ‘ and on the same Conditions that I held the same immediately before the
 ‘ Execution hereof; and I the said do hereby agree to take and
 ‘ accept the said Share, (or Half Share), subject to
 ‘ the same Rules, Orders, Restrictions, and Conditions. As Witness our
 ‘ Hands and Seals the Day of

Form of
Transfer.

And on every such Sale the said Transfer (being executed by the Seller or Sellers, and the Purchaser or Purchasers of such Share or Shares, Half Share or Half Shares, in the Presence of Two credible Witnesses), shall be kept by the said Purchaser or Purchasers for his, her, or their Security, after the Clerk or Clerks to the said Company of Proprietors shall have registered in a proper Book or Books, to be provided by the said Company and kept for that Purpose, a Memorial of such Transfer and Sale, for the Use of the said Company, and shall have testified or indorsed the Registry of such Memorial on the said Transfer, for which no more than Two Shillings and Sixpence shall be paid; and the said Clerk or Clerks is or are hereby required to register such Memorial accordingly; and until such Memorial shall have been registered as above directed, such Purchaser or Purchasers shall have no Part of the Profits of the said Undertaking, nor any Dividend on such Share or Shares, Half Share or Half Shares, paid unto him, her, or them, or any Vote in respect thereof as a Proprietor or Proprietors of the said Undertaking.

No Title till
Registry.

LXII. And be it further enacted, That after any Call of Money shall have been made by such Committee as aforesaid, no Person or Persons shall sell or transfer any Share or Shares, Half Share or Half Shares, which he, she, or they shall possess in the said Undertaking, upon pain of forfeiting his, her, or their respective Share or Shares, Half Share or Half Shares therein to the said Company, in Trust for the Benefit of all the said Proprietors, unless he, she, or they, at the Time of such Sale or Transfer, shall have paid and discharged to the Treasurer of the said Company of Proprietors the whole and entire Sum of Money which shall have been called for upon each Share or Half Share so sold or transferred, such Forfeiture nevertheless to be declared at a General Assembly in Manner before directed.

After a Call
no Share to
be sold until
the Money
shall be paid.

LXIII. And whereas much Inconvenience may arise by the frequent Transfer of the Right and Title to the Shares of and in the said Undertaking, by the Marriage and Death of Proprietors, and it may be difficult in such Cases to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid and do belong; be it therefore further enacted, That before any Person or Persons who shall claim any Part or Share of the Profits of the said Undertaking, in Right of Mar-

Regulations
as to the Ac-
quisition of
Shares.

[*Loc. & Per.*]

30 I

riage,

riage, shall be entitled to receive the same, an Affidavit, containing a Copy of the Register of such Marriage, or the Effect of such Register shall be made and sworn to by some credible Person before one of the Judges at *Westminster*, a Master or Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk or Clerks of the said Company, who shall file the same, and make an Entry thereof in the Book or Books which shall be kept by the said Clerk or Clerks for the Entry of Transfers and Sales of Shares in the said Undertaking; and that before any Person or Persons who shall claim any Part or Share of the Profits of the said Undertaking by virtue of any Bequest or Will, or in a Course of Administration, shall be entitled to receive the same, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shewn to the said Clerk or Clerks, or a Copy of so much of such Will as shall relate to the Share or Shares, Half Share or Half Shares, of the Testator, shall be made and sworn to by any Executor or Executors of such Will, before one of the Judges of His Majesty's Courts of Record at *Westminster*, a Master or Master Extraordinary in Chancery, or one of His Majesty's Justices of the Peace, and shall also be transmitted to the said Clerk or Clerks, who shall file and enter the same in the Manner herein-before mentioned; and that in all Cases, other than is herein-before mentioned, where the Right and Property in one or more Share or Shares, Half Share or Shares, in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Persons by any other legal Means than by a Transfer or Conveyance thereof as herein directed, an Affidavit shall be made and sworn to by Two credible Persons before one of the Judges of His Majesty's Courts of Record at *Westminster*, or a Master or Master Extraordinary in Chancery, or one of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares, Half Share or Half Shares, hath or have passed to such other Person or Persons; and such Affidavit shall be transmitted to the Clerk or Clerks of the said Company of Proprietors, who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors in the said Undertaking; and that in all or any of the said Cases it shall and may be lawful to and for the said Company of Proprietors, at any General or Special Assembly, after Three Calendar Months' Notice shall have been given by the said Clerk or Clerks to the Person or Persons claiming to be Owner or Owners thereof, and such Person or Persons shall not have paid his, her, or their Proportion of the Money becoming payable by virtue of any Call or Calls as aforesaid, and after Notice thereof shall have been given Three Times at the Intervals of Three Days between each Advertisement in Two *London* Newspapers, or in a *Northampton* and *Leicester* Newspaper, to declare the same Share or Shares, Half Share or Half Shares, to be forfeited, and in such Case the same shall be and become forfeited, and sold and disposed of in such Manner as the said Company of Proprietors shall direct, or otherwise become consolidated in the general Fund of the said Company-

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

LXIV. And, for the better Security of the several Proprietors of the said Undertaking, as to their respective Shares therein, be it further enacted, That the said Company of Proprietors shall, and they are hereby required, at their first, or at some subsequent General Assembly, as soon as conveniently may be, to cause the Names and proper Additions of the several

Persons

Persons who shall be then entitled to any Share or Shares, Half Share or Half Shares, in the said Undertaking, with the Number of Shares or Half Shares which they are then respectively entitled to hold, and also the proper Number by which every Share or Half Share shall be distinguished, to be fairly and distinctly entered in a Book or Books, to be kept by the Clerk to the said Company of Proprietors, and after such Entry made to cause their Common Seal to be affixed thereto, and every Proprietor requiring the same may have a Certificate of such Entry for each Share or Half Share, certified under the Hands or Hand of the Clerks or Clerk to the said Company, on paying to the Clerk Two Shillings and Sixpence and no more, for every such Certificate; and such Certificates shall be admitted in all Courts whatever, as Evidence of the Title of such Proprietor, his, her, or their Executors, Administrators, and Assigns, to the Share or Shares, Half Share or Half Shares, therein specified, but the Want of such Certificate shall not hinder or prevent the Owner or Proprietor of any of the said Share or Shares, Half Share or Half Shares, from selling or disposing thereof; and in case any such Certificate shall become defaced, worn out, or damaged, or shall be ascertained to have been lost or destroyed, then, and in such Case another Certificate shall be made out, and delivered by the Clerk on the same Terms and Conditions as aforesaid.

LXV. And be it further enacted, That the Bodies Politick and Corporate, and all and every Person and Persons whose Names shall at any Time hereafter stand in the said Register Book or List of Proprietors of the said Company, either as a Proprietor or Proprietors of One or more Share or Shares, Half Share or Half Shares, in the said Undertaking, whether as original or future Subscribers, or as Successors, Executors, Administrators, or Assignees of Subscribers, shall be deemed and taken to be the Proprietors of the several Shares and Half Shares standing in the said Book in their respective Names, and shall be subject and liable to the Payment of all and every Call and Calls made and to be made thereon, and to all Actions, Suits, Forfeitures, and Penalties, to which original Proprietors of Shares in the said Undertaking are made subject and liable by this Act.

For the Purposes of making and recovering Calls, the Persons whose Names are standing in the Company's Books as Proprietors are to be deemed the actual Proprietors.

LXVI. And in Consideration of the great Charges and Expences which the said Company of Proprietors must sustain and incur in making and maintaining the Works hereby authorized to be made and maintained; be it further enacted, That it shall be lawful for the said Company of Proprietors, from Time to Time, and at all Times hereafter, to ask, demand, take, and recover, to and for their own proper Use and Behoof, the several Rates herein-after mentioned, for the Tonnage of all Minerals, Merchandize, and other Goods, Matters, and Things whatsoever, which shall be carried or conveyed upon the said Canal and Collateral Cut, or either of them; (that is to say)

Rates of Tonnage.

For every Ton of Coal and Coak, which shall pass from the said *Grand Junction Canal* into the Canal hereby authorized to be made, and be navigated or conveyed on such new Canal, and not be carried further thereon than Twelve Miles, the Sum of Two Shillings and Sixpence; and for every Ton of such Coal or Coak which shall be navigated or conveyed more than Twelve Miles on such new Canal, a further Sum

Sum of Two pence Halfpenny *per* Mile beyond the said Twelve Miles, in case such Coal or Coak shall not afterwards be navigated or conveyed upon the said *Leicestershire* and *Northamptonshire* Union Canal.

For every Ton of Coal and Coak which shall pass from the said *Leicestershire* and *Northamptonshire* Union Canal, and be navigated or conveyed into or upon the Canal hereby authorized to be made, and not be carried further thereon than the Distance of Eighteen Miles, the Sum of Two Shillings and Sixpence; and for every Ton of such Coal or Coak which shall be navigated or conveyed more than Eighteen Miles upon or along such new Canal, a further Sum of Two-pence Halfpenny *per* Mile, beyond the said Eighteen Miles, so as that the whole Tonnage to be received by the Company of Proprietors hereby created, shall not in such Case exceed the gross Sum of Two Shillings and Eleven-pence *per* Ton.

For every Ton of Coal and Coak which shall pass from the said *Leicestershire* and *Northamptonshire* Union Canal, into or upon the Canal hereby authorized to be made, and shall afterwards pass into or upon the said *Oxford Canal*, the Sum of Two Shillings and Nine-pence over and above the said Sum of Two Shillings and Eleven-pence.

For every Ton of Lime, Dung, Manure, and Limestone, passing through a Lock or Locks at either End of the said Canal, hereby authorized to be made, the Sum of One Shilling and Three-pence.

For every Ton of Cattle, Calves, Sheep, Swine, and other Beasts; and of all Stone, Bricks, Tiles, Slates, and Sand; and of Iron Stone, Pig Iron, and Pig Lead, passing through a Lock or Locks at either End of the said Canal hereby authorized to be made, the Sum of Two Shillings and Sixpence.

For every Ton of all other Goods, Wares, Merchandize, and Things whatsoever, passing through a Lock or Locks at either End of the said Canal hereby authorized to be made, the Sum of Three Shillings.

Fraction of a Quarter of a Mile to be taken as a whole Quarter of a Mile.

LXVII. And in all Cases where there shall be a Fraction of a Mile in the Distance which any Boat or other Vessel shall be navigated or pass upon the said intended Canal and Collateral Cut, or either of them, such Fraction shall, in ascertaining the said Rates, be deemed and considered as a whole Quarter of a Mile; and that in all Cases where there shall be a Fraction of a Ton in the Weight of Lading in any Boat or other Vessel so to be navigated on the said intended Canal and Collateral Cut, or either of them, a Proportion of the said Rates shall be demanded and taken by the said Company of Proprietors for such Fraction, according to the Number of Quarters of a Ton contained therein.

Recovery of Rates.

LXVIII. All which said Rates shall be paid to such Person or Persons, at such Place or Places, in such Manner, and under such Regulations as the General Committee of the said Company of Proprietors shall from Time to Time direct or appoint; and in case of Refusal or Neglect of Payment of any such Rates, or any Part thereof, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company may sue for the same by Action of Debt, or upon the Case, in any of His Majesty's Courts of Record at *Westminster*, or may, and they are hereby empowered to issue their Warrant under their Common Seal, directed to such Person as they shall think proper, to follow, seize, and distrain the Goods or other Things, for or in respect whereof any such Rates ought to

to have been paid, or any Part thereof, and the Boat or other Vessel laden therewith, or returning from the Voyage, and detain the same until Payment thereof shall be made, together with reasonable Charges for such Seizure and Distress; and if such Distress shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent; and the General Committee of the said Company of Proprietors shall have full Power from Time to Time to lower or reduce all or any of the Rates hereby granted, and again to raise the same to such Sums as they shall think proper, not exceeding the Sums herein mentioned, as often as it shall be deemed necessary for the Interests of the said Navigation, except as hereinafter is mentioned. Rates may be reduced.

LXVII. Provided always, and be it further enacted, That the gross Tonnage of Two Shillings and Sixpence shall be charged and received by the said Company of Proprietors hereby created, without Power of Abatement or Refunding, (but with the Consent of the Committee of the said Company of Proprietors of the *Leicestershire* and *Northamptonshire* Union Canal), for and upon every Ton of Coal and Coak, which shall be navigated into or upon the said intended Canal, from and out of the said *Leicestershire* and *Northamptonshire* Union Canal. Rates on Coal and Coak, not to be reduced in certain Cases.

LXVIII. Provided always, and be it further enacted, That the said gross Tonnage of Two Shillings and Nine-pence *per* Ton on Coal and Coak, which shall be navigated on the said intended Canal, and afterwards pass into or upon the said *Oxford* Canal as aforesaid, shall not be lowered or reduced without the Consent of the said Company of Proprietors of the said *Oxford* Canal under their Common Seal, and then only in case the said Company of Proprietors of the said *Oxford* Canal shall at the same Time reduce in the like Proportion the Tonnage of Two Shillings and Nine-pence *per* Ton on all Coal and Coak which shall be navigated from the *Coventry* Canal along the said *Oxford* Canal to *Braunston*, and from the *Warwick* and *Napton* Canal into the said *Oxford* Canal. Rates on Coal and Coak passing into the *Oxford* Canal not to be reduced.

LXIX. Provided always, and be it further enacted, That in case the Rates hereby granted for Tonnage upon Coal and Coak, which shall pass from the said Grand Junction Canal into and be navigated upon the Canal hereby authorized to be made, shall at any Time or Times hereafter be lowered or reduced, then and so often, and in every such Case, the Rates hereby granted for Tonnage upon Coal and Coak, which shall pass from the said *Leicestershire* and *Northamptonshire* Union Canal into and be navigated upon the said Canal hereby authorized to be made, shall be lowered or reduced in the same Proportion, except only in regard of such Coal and Coak as shall be navigated into and upon the said Canal, hereby authorized to be made, from and out of the said *Leicestershire* and *Northamptonshire* Union Canal, and shall pass upon the said Canal hereby authorized to be made for a less Distance than Seven Miles. Rates on Coal to be reduced equally at both Ends of the Canal.

LXX. And whereas the said Company of Proprietors of the *Leicestershire* and *Northamptonshire* Union Canal are by the said first recited Act entitled to have and receive for all Coal and Coak navigated upon the said last mentioned Canal, from the North End thereof to the Place For Reduction of Tonnage on Coal and Coak navigated

[Loc. & Per.]

30 K

in

from the
Union Canal.

in the aforesaid Close in the Lordship of *Gumley*, belonging to the said *Charles Lebbeus Humphrey*, where it is proposed that the said intended Canal shall communicate therewith, a Mile Tonnage, which amounts to the Sum of Three Shillings and Nine-pence *per Ton*: And whereas by making the said intended Canal to communicate with the said Grand Junction and *Leicestershire and Northamptonshire* Union Canals, the Quantity of Coal, Coak, Merchandize, and other Articles to be navigated upon the said *Leicestershire and Northamptonshire* Union Canal, will be greatly increased; and the said Company of Proprietors of the *Leicestershire and Northamptonshire* Union Canal have, in consideration of the great Benefit which they are likely to derive by such Increase, agreed (from and after a Communication shall be made between the said intended Canal and the said Grand Junction and *Leicestershire and Northamptonshire* Union Canals) to reduce the Tonnage upon Coal and Coak to be navigated from the North End of their Canal, and from thence along the same, into or upon the said intended Canal, to any Distance beyond the Tunnel proposed to be made at or near *Husbands Bosworth* aforesaid, and not exceeding Eighteen Miles upon the said intended Canal, from Three Shillings and Nine-pence to Two Shillings and Sixpence *per Ton*, and upon Coal and Coak to be navigated as aforesaid upon the said *Leicestershire and Northamptonshire* Union Canal, and from thence into or upon the said intended Canal, to any Distance beyond Eighteen Miles upon the said last mentioned Canal, from Three Shillings and Nine-pence to Two Shillings and One Penny: Be it therefore enacted, That from and immediately after a Communication shall be made between the said intended Canal and the said Grand Junction and *Leicestershire and Northamptonshire* Union Canals, the said Company of Proprietors of the *Leicestershire and Northamptonshire* Union Canal, or any Collector or Collectors, or other Person or Persons acting under their Authority, shall not ask or demand, or be entitled to receive, more than the Sum of Two Shillings and Sixpence *per Ton* for any Coal or Coak to be navigated from the said *Leicestershire and Northamptonshire* Union Canal, into and upon the said intended Canal to any Distance beyond the said Tunnel intended to be made at or near *Husbands Bosworth*, and not exceeding Eighteen Miles upon the said intended Canal, nor more than the Sum of Two Shillings and One Penny *per Ton* for any Coal or Coak navigated upon the said *Leicestershire and Northamptonshire* Union Canal, and from thence upon the said intended Canal a greater Distance than Eighteen Miles, any Thing in the said recited Act contained or authorized to the contrary notwithstanding.

For Reduction of Tonnage on Coal and Coak navigated to the Union Canal.

LXXI. And whereas, by the making of the said intended Canal, and thereby uniting or forming a Communication between the said Grand Junction and *Leicestershire and Northamptonshire* Union Canals, some Coal and Coak may be navigated from the said Grand Junction Canal, into and upon the intended Canal, and from thence into and upon the said *Leicestershire and Northamptonshire* Union Canal, and the Collateral Branch thereof; and it will greatly tend to the publick Benefit to reduce the Rates of Tonnage which the said Company of Proprietors of the *Leicestershire and Northamptonshire* Union Canal are now authorized to demand and receive, or would be entitled to take by the said first recited Act, and the said last mentioned Company of Proprietors have, in Consideration of the Benefit likely to result to them by the forming of such Communication as aforesaid, agreed to accept and take a gross Tonnage

of Two Shillings and Sixpence *per* Ton, for and upon all such Coal and Coak as shall be navigated from and out of the said intended Canal into and upon the said *Leicestershire* and *Northamptonshire* Union Canal; be it therefore enacted, That it shall and may be lawful to and for the said Company of Proprietors of the *Leicestershire* and *Northamptonshire* Union Canal, and the Collector or Collectors, or other Person or Persons, acting under their Authority, to ask and demand, and be entitled to receive, the gross Sum of Two Shillings and Sixpence *per* Ton and no more, for every Ton of Coal or Coak to be navigated into or upon the said *Leicestershire* and *Northamptonshire* Union Canal or the Collateral Branch thereof, from and out of the said intended Canal, any Thing in the said recited Act contained or authorized to the contrary notwithstanding.

LXXII. Provided always, and be it further enacted, That every Boat or other Vessel, the whole or greater Part of whose Cargo shall consist of Coal, Timber, Stone, Iron, Manure, or other heavy Articles, passing through any Lock or Locks on the said Navigation, with a less Lading than Twenty Tons at any Time or Times when there shall be Water sufficient to enable Boats or other Vessels to pass such Lock or Locks with a Lading or Burthen of Twenty Tons, shall pay to the said Company of Proprietors a Tonnage Rate for Twenty Tons of Lading in the same Manner as if such Boat or other Vessel had actually on board Twenty Tons of Lading; but if at the Time of such passing there shall not be sufficient Water in such Lock or Locks, to enable such Boats or other Vessels to pass through the same with Twenty Tons Weight of Lading, then and in every such Case it shall be lawful for all Boats and other Vessels to pass any such Lock or Locks, on Payment according to the actual Weight of such Lading; provided that such Lading shall not be less than the Water will enable such Boat or other Vessel to carry, any Thing in this Act to the contrary thereof in anywise notwithstanding; but if such Lading shall be less than the Water will enable such Boat or other Vessel to carry, Payment shall be made for the whole Weight of Lading which the Water would enable such Boat or other Vessel to carry.

Vessels passing Locks with less than 20 Tons of heavy Goods to pay for 20 Tons.

LXXIII. Provided always, and be it further enacted, That if any Goods, Wares, Merchandize, or any other Things, shall be brought upon any Wharf or Wharfs, Quay or Quays, belonging to the said Company of Proprietors, or their Lessees, then and in such Case the said Company of Proprietors shall be entitled to receive such reasonable Rates or Allowances over and above the Rates herein-before authorized to be taken, as shall be agreed upon between the said Company of Proprietors, or their Agents or Lessees, and the Owner or Owners of such Goods, Wares, Merchandize, or other Things, or their Agents; and in case of Refusal or Neglect to pay the Tolls and Rates due to the said Company, for and in respect of any Articles, Matters, and Things brought upon any Wharf or Wharfs, it shall be lawful for the said Company of Proprietors, or any Person or Persons by them authorized under their Common Seal, to seize and distrain all or any Part of such Articles, Matters and Things, and to sell the same in like Manner as the Law directs in Cases of Distress for Rent.

Further Allowance for Goods on the Company's Wharfs.

LXXIV. And, for the better ascertaining and more easy, effectual, and just Collection of the said Rates hereby directed to be paid to the said Company of Proprietors, be it further enacted, That the Person having the

Masters of Boats to give an account of their Care Lading.

Care of every Boat or other Vessel navigating upon the said Canal and Collateral Cut, or any Part thereof, shall give to the Collector of the said Rates, or to any other Officer to be appointed for such Purpose, at the Place or Places where he shall attend for that Purpose, a just Account, in Writing, signed by the Person or Persons sending or consigning such Goods and other Things as shall be embarked in each such Boat or other Vessel, or by his or their Clerk or Agent, which Account shall contain a Statement of the Quantities and Weight of such Goods and other Things, and of their Nature, Sort, or Kind, which shall be embarked in each such Boat or Vessel, from whence brought, and where the same is intended to be landed; and if the Goods or other Things contained in any such Boat or Vessel shall be liable to the Payment of different Rates, then such Account shall specify the Quantities liable to the Payment of each of the said Rates; and in case the Person having the Care of such Boat or Vessel shall neglect or refuse to give such Account, or shall refuse to produce his or their Invoice or Bill of Lading to the Officer demanding the same, or shall wilfully or knowingly give a false Account, or deliver any Part of such Lading or Goods at any other Place or Places than the Place or Places mentioned in that Account, or shall wilfully do any other Act, whereby the Payment of the said Rates, or any Part thereof, shall be avoided, or if the Person or Persons sending or consigning such Goods or Things, or his or their Clerk or Agent, shall sign a false Account thereof, every Person so offending shall forfeit and pay the Sum of Twenty Shillings for every Ton of Goods or other Things (and so in Proportion for any less Quantity than a Ton) which shall be in or be conveyed by such Boats or other Vessels respectively, over and above the Rates which shall be payable for the same by virtue of this Act.

What Quantities of Goods shall be deemed a Hundred Weight.

In case of Difference concerning the Weight, Collector may weigh them.

LXXV. And be it further enacted, That the Tonnage of Timber and all other Goods, Merchandize, Articles, and Things whatsoever, conveyed upon and along the said Canal and Collateral Cut, shall be ascertained and charged according to the real Weight thereof, and that One hundred and twelve Pounds Weight Avoirdupois shall be deemed and taken as and for One hundred Weight, any Usage to the contrary thereof notwithstanding; and if any Difference shall arise between any Collector of the said Rates and the Master or other Person having the Care or Charge of any Boat or other Vessel, or the Owner of any Goods, Wares, Merchandize, or other Things, loaded or embarked therein, concerning the Weight or Quantity of the Goods, Wares, or other Matters or Things therein embarked or contained, it shall be lawful for any such Collector to stop and detain any such Boat or other Vessel, and to weigh or gauge, or cause to be weighed or gauged, such Boat or other Vessel, and all such Goods, Wares, and Merchandize, or other Matters or Things as shall be therein embarked or contained; and in case the same shall, upon such weighing or gauging, appear to be of greater Weight or Quantity than the Account given thereof by such Master, Owner, or other Person having the Care or Charge of such Boat or other Vessel, then it shall be lawful to and for the said Company, or their said Collectors, and they are hereby authorized and empowered to charge for such Goods and Things according to the Weight thereof declared by the Gauge of such Boat and the graduated Index thereon, and the Master, Owner, or other Person giving in such Account shall pay the Costs and Charges of such Weighing or Gauging, all which Costs and Charges, upon Refusal of Payment upon Demand, shall and may be recovered and levied in the same Manner as the said Rate

Rates are hereby appointed to be recovered and levied; but if such Timber, Goods, Wares, Merchandize, or such other Matters and Things shall appear to be of the same, or of a less Weight or Quantity than the Account given thereof by the said Master, Owner, or other Person, then the said Company of Proprietors shall pay the Costs and Charges of such Weighing or Gauging, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, or other Things, such Damages as shall have arisen from such Detention; and in Default of Payment thereof, the same shall be recovered from the said Company of Proprietors by Action of Debt in any of His Majesty's Courts of Record.

LXXVI. And be it further enacted, That every Owner, Master, or Person having the Care or Command of any Boat or other Vessel passing upon the said Canal and Collateral Cut, or either of them, shall cause his Name and Place of Abode, and the Number of his or her Boat, or other Vessel, to be entered with the Clerk or Clerks to the said Company of Proprietors, and shall also cause such Name and Number to be painted in large White Capital Letters and Figures, on a Black Ground, Three Inches high at the least, and of a proportionable Breadth, on the Outside of the Head or Stern of every such Boat, or other Vessel, higher than the Place to which the same shall sink into the Water when full laden; and also shall fix on each Side thereof respectively correct Indexes of Copper, Lead, or other Metal, of such graduated Dimensions, and of such convenient Height, and under such Regulations as the General Committee of the said Company of Proprietors shall from Time to Time direct, so that the true Weight of the Lading on board may at all Times be thereby clearly ascertained and shewn, and shall permit and suffer every such Boat or other Vessel to be gauged, weighed, or measured at the Expence of the said Company of Proprietors, whenever it shall be required by them, or any Person or Persons appointed for that Purpose at such Place or Places on the said Navigation as they shall appoint; and every Owner, Master, or other Person having the Care or Command of any Boat or other Vessel, who shall navigate the same upon the said Canal and Collateral Cut, or either of them, without having such Name, Figures, and Index thereon, as are hereinbefore directed, or shall alter, erase, deface, or destroy the same, or any Part thereof, or shall fix any false Name, Figures, or Index, or who shall refuse to permit and suffer the same to be gauged and measured, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Masters to put their Names on the Outside of Boats.

Weight of the Lading of Vessels to be marked.

LXXVII. And be it further enacted, That the Master or Owner of every Boat or other Vessel navigating upon the said Canal and Collateral Cut, or either of them, shall be and is hereby made answerable for any Trespass, Damage, Spoil, or Mischief, that shall by his Boat or other Vessel, or by any of the Boatmen, Watermen, or other Person or Persons belonging to or employed in or about the same respectively, be done to any of the Bridges, Weirs, Locks, Dams, Engines, or other Works, in, upon, or belonging to the said Canal and Collateral Cut, or either of them, either by the loading or unloading of any Boat or other Vessel, or by any other Means whatsoever, or to the Owners or Proprietors of any Buildings or other Erections, Lands, Tenements, or Hereditaments adjoining to the same, or to any of them; and the said Master or Owner

Boat Owners to be accountable for Damages done by the Boatmen.

[Loc. & Per.]

30 L

of

of such Boat or other Vessel may be sued and prosecuted for the same in any of His Majesty's Courts of Record at *Westminster*, and if a Verdict or Judgement shall be given against him, either on Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages thereby sustained, with full Costs of Suit.

Masters to recover from their Servants any Sums for their Defaults.

LXXVIII. And be it further enacted, That in case the Owner or Owners of any Boat or other Vessel employed on the said Navigation shall be compelled to pay any Penalty, or to make Satisfaction for any Damages by reason of any Neglect or Default done or committed by his or their Servants, Boatmen, or Watermen, or any of them, such Servants, Boatmen, or Watermen, and each and every of them, shall be liable to repay such Penalty or Damages (with the Costs thereof) to such Owner or Owners; and in case of Non-payment upon Demand thereof, and Oath made by such Owner or Owners of the Payment made by him or them of such Penalty, Satisfaction or Damages, and that the same, and the Costs thereof, have not been repaid to him or them by such Servants, Boatmen, or Watermen, or any of them, although demanded (such Oath to be made before any One Justice of the Peace for the County where such Penalty or Satisfaction shall have been recovered) the Amount thereof shall be recovered in like Manner as any Penalty is hereby directed to be recovered.

Places to be made for Boats to turn or lie in, or for other Boats to pass.

LXXIX. And be it further enacted, That the said Company of Proprietors shall and may, and they are hereby empowered, in such Parts of the said Canal and Collateral Cut, or either of them, as shall not be of sufficient Breadth for admitting a Boat or other Vessel to turn about, or lie whilst another Boat shall pass by, or to admit Two Boats or other Vessels to pass each other, to make and cut proper Spaces or Openings into the Lands adjoining to the said Canal and Collateral Cut, at convenient Distances from each other, for the turning, lying, or passing by of any such Boats or other Vessels; and all such Boats and other Vessels which shall be haled or navigated upon the said Canal and Cut, or either of them, shall, upon meeting any other Boat or Vessel navigating thereon, stop at or go back to and lie in the said Spaces or Openings, in such Manner as the said Company, or their General Committee, shall from Time to Time direct or appoint: And that if any Boat or other Vessel shall be placed or shall lie abreast in any Part of the said Canal or Collateral Cut, not being moored at both Ends by the Middle; or if any Person or Persons shall obstruct the Navigation of the said Canal or Collateral Cut, by means of the loading, unloading, misplacing or otherwise misconducting any Boat or other Vessel, and shall not immediately, upon Request made, alter the Situation of such Boat or other Vessel, or alter or lessen the loading thereof, as the Case shall require, so as that the said Obstruction shall cease and be removed; or if any Person or Persons shall float any Timber upon the said Canal or Cut, or throw any Trees, Ballast, or other Thing or Things, into any Part of the said Canal or Cut, or shall obstruct the Navigation thereof, every Person so in any such Cases offending shall, for every such Offence, forfeit a Sum not exceeding Ten Pounds; and it shall be lawful for the said Company to cause any such Boat or other Vessel to be reloaded or unloaded, if necessary, or to be removed, and also to remove such Timber or other Thing or Things in such Manner as shall be proper for preventing such Obstruction in the Navigation, and to keep and detain such Boat or other Vessel, and the Loading thereof, or any Part of
I
such

Obstructions of the Navigation to be removed, and Vessels sunk to be weighed up.

such Loading, until the Charges occasioned by such reloading, unloading or removal, shall be paid, or otherwise to recover the Expences incurred thereby in like Manner as any Penalty is hereby directed to be recovered; and if any Boat or other Vessel shall be sunk in any Part of the said Canal or Collateral Cut, and the Person or Persons having the Care of such Boat or other Vessel, shall not, without Loss of Time, weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company, or any of them, to cause such Boat or other Vessel to be weighed or drawn up, and to detain and keep the same until Payment shall be made of all the Expences thereby necessarily incurred and occasioned.

LXXX. And be it further enacted, That if any Person or Persons shall wantonly or unnecessarily open, or cause to be opened, any Lock, Paddle, Valve, or Clough, belonging to the said Canal or Cut, or any of the Works thereto belonging, or when necessarily emptying a Lock for the Purpose of passing into or entering the same, shall neglect to shut the Top Gate or Gates thereof, and the Paddles, Valves, or Cloughs thereto belonging, before he shall draw the Paddles, Valves, or Cloughs of the Bottom Gates thereof, or any of them, or shall suffer any Boat or other Vessel to strike or run upon any of the Bridges or Locks thereof, or shall flush or draw off, or cause to be flushed or drawn off, the Water from any Part of the said Canal or Cut, or shall leave any Gate or Gates, Paddle, Valve, or Clough of any Lock open and running, after any Boat or other Vessel shall have passed through the same, (except in such Cases as are otherwise ordered), or shall draw, or cause to be drawn, any Paddle, Valve, or Clough on the said Navigation, so as to mispend or waste the Water thereof; or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act, every Person offending in any of the Cases aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Penalty on Persons misusing the Locks, or doing other Damage to the Navigation.

LXXXI. And be it further enacted, That if any Person or Persons shall wilfully and maliciously break, throw down, damage, or destroy any Bridges, Locks, Tunnels, Banks, or other Works, to be erected and made by virtue of this Act, or any Part thereof, every such Person shall be subject and liable to the like Pains and Penalties as in Cases of Felony; and the Court, by and before whom such Person or Persons shall be tried, shall have Power and Authority to cause such Person or Persons to be punished by Transportation for Seven Years, or in such other Manner as any Felons may be punished by the Laws and Statutes of this Realm.

Penalty on destroying the Works.

LXXXII. And be it further enacted, That no Boat, or other Vessel, having on board any Pole, Shaft, or Instrument, used or to be used in punting or navigating such Boat, or other Vessel, pointed or spiked with Iron or otherwise, of less Area at each End thereof, than Ten Square Inches, shall pass along any Part of the said Canal or Cut, and it shall be lawful for the Agents or Servants of the said Company of Proprietors to seize such Poles, Shafts, or Instruments, in case they shall be found on board any such Boat or Vessel, and the Master, Owner, or Person, having the Care of such Boat or Vessel shall forfeit a Sum not exceeding Ten Pounds,

Penalty on having on board Shafts pointed with Iron.

Pounds, for every such Pole, Shaft, or Instrument, found on board his Boat or Vessel.

Regulations
of Vessels
passing the
Locks.

LXXXIII. And be it further enacted, That every Boatman or other Person navigating or having the Care of any Boat or other Vessel upon the said Canal, which shall pass through any Lock to be made thereon, shall, previously to his bringing his Boat or Vessel into any Lock, shut the lower Gates of such Lock, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the upper Gates thereof; and after he shall have guided or brought his Boat or Vessel into the said Lock, he shall then shut the upper Gates thereof, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the lower Gates thereof; and in going up the said Canal from a lower to a higher Level, such Boatman or other Person shall first guide his Boat or Vessel into the said Lock, and carefully shut the lower Gates thereof, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the upper Gates thereof; and as soon as he shall have passed with his Boat or Vessel out of the said Lock, such Boatman or other Person shall securely shut the upper Gate thereof, and the Paddles or Sluices thereto belonging; and at all Times Boats or Vessels going up the said Canal, if within Sight of any Boat or Vessel coming down, and at a Distance not exceeding Two Hundred Yards below any Lock, shall pass through such Lock before the Boat or Vessel coming down, and then the Boat or Vessel above such Lock shall come down; and if there shall be more Boats or Vessels than One below and One above any Lock at the same Time, within the Distance aforesaid, such Boats or Vessels shall go up and come down through such Locks by Turns as aforesaid, until all the Boats or Vessels going up or coming down shall have passed the same, in order that One Lockfull of Water may serve Two Boats or Vessels; and if any Person or Persons shall offend against any such Provision or Provisions; Rule or Rules, Regulation or Regulations, for entering or passing any such Lock or Locks, or for opening or shutting any Gate or Gates thereof, or for drawing or shutting the Paddles or Sluices thereof, or any of them, then and in every such Case every such Person shall, for every such Offence, forfeit any Sum not exceeding Five Pounds.

Punishment
of Persons
damaging
Fences.

LXXXIV. And be it further enacted, That in case any Person or Persons shall break down, destroy, carry away, or damage any Gate, Stile, Post, Rail, or other Fence, to be put up or placed under the Authority of this Act, for the Fencing of the Towing Paths of the said Canal and Collateral Cut, (such Offence or Offences not amounting to Felony) every Person so offending, and being thereof convicted before any Justice of the Peace (not interested in the Premises) for the County where the Offence shall be committed, or the Offender shall be or reside, on the Confession of the Offender or Offenders, or on Proof of the Offence on the Oath of One or more credible Witness or Witnesses, (which Oath such Justice is hereby empowered to administer) shall, for every such Offence, forfeit and pay any Sum not exceeding Five Pounds; and no Person shall be deemed incompetent to give Evidence of such Offence, by Reason of his or her being a Proprietor of the said Canal, or the Owner of such Gate, Stile, Post, Rail, or other Fence; and in case any such Offender

Offender or Offenders shall not immediately pay such Penalty or Penalties, or find Sureties to the Satisfaction of such Justice for the Payment thereof at such future Day as he shall think proper to appoint, it shall be lawful for such Justice to cause the same to be forthwith levied by Distress and Sale of the Goods and Chattels of the Offender or Offenders, by Warrant under his Hand and Seal, returning the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of such Distress and Sale, One Moiety of which Penalty or Penalties shall be paid to the said Company of Proprietors, or the Owner or Owners of such Gate, Stile, Post, Rail, or Fence, so broken, destroyed or carried away, and the other Moiety thereof shall go and be paid to the Informer or Informers; but if the Owner of such Gate, Stile, Post, Rail, or Fence, shall be the Informer, and shall give Evidence of the Offence, then the whole of such Penalty or Penalties shall be paid to the Overseers of the Poor of the Parish where such Offence shall be committed, for the Benefit of such Poor; and in that Case the Offender or Offenders shall (over and above the Payment of such Penalty as last mentioned) make such Recompence and Satisfaction to the Owner or Owners of such Gate, Stile, Post, Rail, or Fence, for the Damage done there by such Offender or Offenders, as the Justice before whom he or they shall be convicted of such Offence shall think fit to allow in respect thereof, such Allowance for Damage to be added to such Penalty or Penalties, and levied therewith in Manner above-mentioned; and for Want of such Distress, such Justice or Justices shall and may commit the Offender or Offenders to the Common Gaol or House of Correction, there to be kept to hard Labour for any Space of Time not exceeding Three Calendar Months.

LXXXV. And be it further enacted, That the said Canal and Collateral Cut, or any of the Works to be made by virtue of this Act, shall not be subject to the Controul, Direction, Survey or Order of any Commission of Sewers, or to any Law or Statute relating to Sewers.

Canal not to be under the Power of Commissioners of Sewers.

LXXXVI. And be it further enacted, That it shall be lawful for any Person or Persons owning or occupying any Lands or Grounds through which the said Canal and Collateral Cut, or either of them, shall pass, to have and use Boats or Vessels for the Carriage or Conveyance of any Dung or Manure, and also Lime and Lime Stone for the Purpose of Manure only upon the said Canal and Collateral Cut, or either of them, to and from his, her, and their Lands or Grounds, through which the said Canal and Collateral Cut, or either of them, shall so pass, for the Improvement thereof, without paying any Rate whatsoever to the said Company of Proprietors for the same, so as that such Person or Persons do and shall make good any Damages that may be done to the Sides or Banks of the said Canal or Collateral Cut, by the loading or unloading such Boats or other Vessels; but no such Boats or other Vessels last mentioned shall at any Time pass through any Lock on the said Navigation without paying the Tonnage Rates to which other Boats or Vessels would be liable by the Rules and Provisions herein-before contained and set forth.

Allowing Land Owners to carry Manure Toll-free.

LXXXVII. Provided always, and be it further enacted, That the Lord and Lords, Lady and Ladies, of all and every Manor and Manors
[Loc. & Per.] 30 M through

Rights of Lords of Ma-

nors and
Land Owners
to the Fishery
preserved.

through which the said Canal, Collateral Cut, and Reservoirs thereto belonging, or any of them, shall be made, shall have and be entitled to the Right of Fishery of and in so much of the said Canal, Cut, and Reservoirs as shall be made in, over or through the Common or Waste Lands within his, her or their Manors respectively, and over or through any other Lands or Grounds, in the Waters whereof such Lord or Lords, Lady or Ladies, now hath, or have, or is, or are, entitled to the Right of Fishery; and that the Owner or Owners of any other Lands or Grounds through which the said Canal and Collateral Cut shall be made, shall also have and be entitled to the like Right of Fishery of and in so much of the said Canal or Collateral Cut, as shall be made in, over or through his, her or their Lands or Grounds respectively, wherein he, she or they had the Right of Fishery before the passing of this Act, so as that in the Use or Exercise of the said Right of Fishery the said Canal and Collateral Cut, and other Works hereby authorized to be made, shall not be damaged, prejudiced, or obstructed, or any Water drawn or taken from or out of the same, and so as the said Company of Proprietors, or their Agents, Servants, or Workmen, or any of them, shall not be liable to any Penalty, Action or Prosecution, for or by reason of the taking or destroying of any Fish in the said Canal, Collateral Cut, or Reservoirs, or any of them, which shall be taken, killed or destroyed through or by means of the letting off the Water out of them respectively, on account of any Repairs or Works to be done in and about the same, or for any other Purposes of the Navigation of the said Canal and Cut, or either of them; and also, that it shall be lawful to and for the said Lord or Lords of such Manor or Manors, or his or their Gamekeeper or Gamekeepers, and the Owner or Owners of such Lands and Grounds, through which the said Cut or Canal shall be made, (being qualified by Law so to do,) to take and kill Game or Wild Fowl upon so much of the said Cut or Canal, Reservoir or Reservoirs, Trenches, Towing Paths, and other the Lands and Grounds to be set out for the Use of the said Navigation, as shall be made through their respective Lands or Grounds as aforesaid, in like Manner as if the Land or Ground so to be set out as aforesaid had remained undisposed of by virtue of this Act.

Stones to be
erected every
Mile.

LXXXVIII. And be it further enacted, That as soon as conveniently may be after the said Canal and Collateral Cut shall be compleated, the said Company shall cause the same to be measured, and Stones, with proper Inscriptions, to be erected, and for ever after maintained, on one Side thereof respectively, at the Distance of a Mile from each other.

Navigation
to be free
upon Pay-
ment of Rates
under certain
Restrictions.

LXXXIX. And be it further enacted, That all Persons whomsoever shall have free Liberty to use, with Horses, Cattle, and Carriages, the private Roads and Ways (except the Towing Paths) and likewise the Sluices, Trenches or Passages, to be made by virtue of this Act for the Purpose of conveying any Minerals, Timber, or other Goods, Wares, Merchandise, and Things, to or from the said Canal and Collateral Cut, and every Part thereof, without paying any Thing for the same; and also to navigate and pass upon and use the said Canal and Collateral Cut, with any Boats or Vessels, and also to use the said Towing Paths, with Men, or with Horses, or other Cattle, for haling and drawing such Boats and Vessels, but for no other Purpose, upon Payment of

such

such Rates, as shall be demanded by the said Company not exceeding the Sums herein-before mentioned; provided nevertheless, the said Boats and other Vessels shall not, without the Consent of the said General Committee, pass through any Lock on the said Canal at any other Times than between the Hours of Seven in the Morning and Five in the Evening, during the Months of *November, December, January, and February*; between the Hours of Five in the Morning and Seven in the Evening, during the Months of *March, April, September, and October*; and between the Hours of Four in the Morning and Nine in the Evening, during the Months of *May, June, July, and August*, in every Year; and provided that no Boat or other Vessel of less Dimensions than Sixty Feet in Length, and Six Feet in Breadth, or of less Burthen than Twenty Tons, shall pass along the said Canal or Cut without the Consent of the said Company of Proprietors, or their General Committee, in Writing first had and obtained for that Purpose: Provided always, that in case such Boat or other Vessel of less Dimensions or Burthen than as aforesaid shall pay for Twenty Tons of Merchandize, it shall be lawful for such Boat or other Vessel to pass without such Consent as aforesaid.

XC. And, to the end that the said Navigation may be carried on with as little Damage to private Property as possible, be it further enacted, That the said Company shall, and they are hereby required, at their own proper Costs and Charges, to make or cause to be made Arches, Tunnels, Culverts, Drains, or other Passages, over, under, by the Side of, or into the said Canal and Collateral Cut, and the Trenches, Streams and Water-courses communicating therewith, and the Towing Paths on the Sides thereof respectively, of such Depth, Breadth, and Dimensions, as shall be sufficient at all Times to convey the Water clear from the Lands adjoining or lying near to the said Canal or Cut, without obstructing or impounding the same, and likewise to make or cause to be made such Back Drain or Drains as may be necessary, and shall be sufficient to carry off any Water which may ooze or pass through any of the Banks of the said Canal and Collateral Cut, or either of them, to the Prejudice of any of the Lands or Grounds contiguous thereto; and also to make proper Watering Places for Cattle in all Cases where, by Means of the said Canal or Collateral Cut, or either of them, the Cattle of any Person or Persons occupying Lands adjacent to the said Canal and Collateral Cut, or either of them, shall be deprived of their ancient Watering Places, and to supply the same at all Times with Water; and that all such Bridges, Arches, Tunnels, Culverts, Drains and other Passages, shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after One Calendar Month Notice in Writing shall, by or on Behalf of the said Owners or Occupiers of Lands adjoining or lying near to the said Canal and Collateral Cut, or either of them, be given to the said Company, or to their Clerk or Clerks, known Agent or Collector, that the said Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages, or any of them, is or are not made, cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, it shall be lawful for any Person or Persons to apply for and obtain an Order in Writing, from any Three or more of the Justices of the Peace for the County within which such Lands shall lie, from Time to Time, as often as there shall be Occasion, (and the said Justices are hereby authorized and required, at their Dis-

Drains to be made to convey Water from the Lands adjoining;

and Watering Places for Cattle.

cretion

cretion, to grant such Order as aforesaid) enabling such Person or Persons to cleanse and repair such Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages accordingly; and the reasonable Expences thereof (to be ascertained by the said Justices) shall be defrayed by the said Company; and, in case of Neglect or Refusal to satisfy and defray such Expences, for the Space of Two Calendar Months after Demand thereof made upon the said Company, or upon their Clerk, such Expences shall and may be recovered and levied in such Manner as any other Money is by this Act directed to be recovered from the said Company: Provided always, that such Owner or Occupier of the said contiguous or adjoining Lands shall, at the Time of making such Complaint, have his or her respective Ditches, Drains, Passages for Water, and Watercourses leading to or from the Drains, Culverts, and Passages of the said Canal and Collateral Cut, and each and every of them, sufficiently cleansed and open to convey Water into and along the same; and provided also, that nothing herein contained shall extend to enforce the admitting of any Water arising from Floods into the said Canal and Collateral Cut, or either of them, which may injure the said Navigation.

For fencing
off Towing
Paths, and
Reservoirs.

XCI. And be it further enacted, That the said Company shall, at their own Costs, (within Three Calendar Months after the said Canal and Collateral Cut, and Towing Paths thereto belonging, shall be dug out and formed) divide and separate, and keep constantly divided and separated, the Towing Paths on each Side of the said Canal and Collateral Cut, Trenches or Passages, and also the Reservoirs to be made by virtue of this Act, or such Part or Parts thereof respectively, as shall be declared necessary by any Two or more Justices of the Peace of the County wherein such Towing Paths or Reservoirs respectively shall be situate, from the adjoining Lands or Grounds, by Posts and Rails, Hedges, Ditches, Trenches, Banks or other Fences, sufficient to keep off Sheep and other Cattle, to be set out and made on the Lands or Grounds which shall be purchased by, conveyed to, or vested in the said Company as aforesaid; and the said Company shall, at their own proper Costs and Charges, from Time to Time, maintain and support the said Towing Paths, and the said Posts, Rails, Hedges, Ditches, Trenches, Banks and other Fences, so set up and made as aforesaid, and also shall, at their like Costs and Charges, make, erect, and set up, and from Time to Time maintain and support, such and so many convenient Bridges across the said Canal, or any Aqueduct, Conductor or Watercourse leading into the same, and also Gates and Stiles, in and through all the Hedges and Fences to be by them so made on the Side of such Towing Paths as aforesaid, in such Manner as the Justices of the Peace of the said County shall, at the General or Quarter Session of the Peace, from Time to Time, judge necessary and appoint, for the Use of the Owners and Occupiers of the Lands and Grounds, Mills or Hereditaments adjoining to such Canal, Cut and other Works, or any of them respectively; and the said Company of Proprietors shall not make the said Canal, or Collateral Cut, or any Part thereof, or any Trench or Watercourse belonging to the same, in or across any common Highway, public Bridle Way, or Foot Path, until they shall, at their Costs and Charges, have made and provided a good and sufficient temporary Road, Bridle Way, or Foot Path, for the Accommodation of all Persons whomsoever, and until a good and sufficient Bridge or Bridges, Passage or Passages, Arch or Arches, over, across or under

under the said Highway, public Bridle Way, or Foot Path, shall be made and perfected; and all such Gates, Stiles, Bridges, Arches, and other Works and Conveniences so to be made as aforesaid, shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company.

XCH. And be it further enacted, That if any Swivel Bridge, or Draw-bridge, (except such as may be made for the private Use of any Owner or Occupier of Land,) shall be laid over or across the said Canal and Collateral Cut, or either of them, all and every Person or Persons opening any such Drawbridge or Swivel Bridge shall, and he and they is and are hereby required and directed, so soon as any Vessel shall have passed any such Bridge, to shut and fasten the same; and every Person neglecting so to do shall forfeit and pay, for every such Offence, any Sum not exceeding the Sum of Twenty Shillings; and in case such Bridge shall be left open longer than necessary for the Passage of any Vessel as aforesaid, through the Neglect or Carelessness of any Person belonging to any such Vessel, then the Master or Owner of such Vessel shall forfeit and pay, for every such Offence, any Sum not exceeding the Sum of Five Pounds; and if any Person or Persons shall wilfully open any such Drawbridge or Swivel Bridge, when no Vessel is to pass through the same, so as to interrupt a free Passage for Travellers, Cattle or Carriages, such Person or Persons shall, for every such Offence, forfeit and pay a Sum not exceeding Forty Shillings.

Swivel or Draw Bridges to be shut after Vessels passed.

XCH. And be it further enacted, That in case the said Company or their Agents, shall refuse or neglect to divide and separate, and to keep divided and separated the said Towing Paths and Reservoirs in manner herein-before directed, or to make, erect and set up, such Gates, Bridges and Stiles, in, over and through the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages, or to make such Watering Places for Cattle as herein-before directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands, Mills or Hereditaments adjoining or near to the said Canal and Cut, or to maintain and support such Gates, Stiles, Bridges, Arches, Passages and Watering Places, when erected, set up and made, of such Dimensions, and in such Manner as aforesaid, for the Space of Three Calendar Months next after the Times to be appointed by the said Justices as aforesaid, or after Notice shall have been given by or on the Behalf of the Owners or Occupiers of any such Lands, Mills or other Hereditaments, who shall find themselves aggrieved by any such Gates, Stiles, Bridges, Arches, Passages or Watering Places, not being kept in good and sufficient Repair and Condition, to the Clerk or Clerks to the said Company, then and in every such Case it shall be lawful for every or any of the Owners or Occupiers of the said adjacent Lands, Grounds, Mills or Hereditaments, who shall find himself, herself or themselves aggrieved by such Refusal or Neglect, to make, erect and set up, all such Gates, Stiles, Bridges, Arches, Passages, Watering Places and other Conveniences, as shall be necessary, and shall have been before directed or appointed by the said Justices to be made, erected and set up by the said Company as aforesaid, and to maintain, repair and support the same from Time to Time, as Occasion shall require, so that in making and maintaining such Works, the said Navigation, or the Banks thereof,

If Company do not fence off Towing Paths, and make Bridges, &c. Land Owners may do it at Company's Expence.

or the Feeders or Aqueducts belonging thereto, shall not be stopped or injured for any longer Space of Time, or in any other Manner, than shall be necessary for the doing thereof, and all the reasonable Costs and Charges thereof to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands, Grounds, Mills or other Hereditaments, who shall have so erected and made, repaired or maintained such Works as aforesaid, by the said Company of Proprietors; and the said Owners or Occupiers, upon Refusal or Neglect of the said Company to pay the said Costs and Charges as aforesaid, shall and may have such and the like Remedy against the said Company, for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed: Provided always, that the said Company shall not be liable to repair or amend any Part of the Roads over the Approaches to any of the Bridges to be made over the said Canal or Cut or either of them, after the Roads over such Approaches shall have been first made and put into good Repair by or at the Expence of the said Company.

If Bridges, &c. made by the Company are insufficient, Land Owners may make others at their own Expence.

XCIV. Provided always, and be it further enacted, That if the Owners or Occupiers of any Lands, or other Hereditaments, through which the said Canal and Collateral Cut, or either of them, shall be made, do or shall, at any Time or Times hereafter, chuse to erect other Gates, Stiles, Bridges, Passages, Arches, Tunnels, Drains, Back Drains, Trenches or other Passages, Watering Places, and other Conveniences respectively, than such as the said Justices shall have so directed or appointed to be made by the said Company, then and so often, or in any such Case, it shall be lawful for all or any such Owners or Occupiers, with the Consent and Approbation of the said General Committee, to make, fix and erect, at their own Costs and Charges, One or more Gate or Gates, Stiles, Bridges, Passages, Arches, Watering Places, or other Conveniences, of the same, or the like Constructions with others made and erected by the said Company in, over or near to the said Canal and Collateral Cut, or the Towing Paths thereof respectively, in such Places as the said Owners and Occupiers shall judge most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands and other Hereditaments, and to repair and support the same, at their own like Costs and Charges, as Occasion shall require, so as that the Navigation of, in or upon the said Canal and Collateral Cut, or either of them, be not prevented or obstructed thereby for any longer Space of Time, or in any other Manner, than the same would necessarily have been, if such Gates, Stiles, Bridges, Passages, Arches, Watering Places, or other Conveniences, had been made or erected by the said Company of Proprietors as aforesaid.

Works damaged by Floods to be repaired by the Company.

XCV. And whereas it may happen from Floods, or from some unexpected Accidents, that the Locks, Weirs, Flood-Gates, Dams, Banks, Reservoirs, Trenches, or other Works of the said Navigation, may be injured or destroyed, and the adjacent Lands may thereby suffer Damage, and it may be necessary that the same should be immediately repaired or rebuilt to prevent further Damages; be it therefore further enacted, That when and as often as any such Case shall happen, it shall be lawful for the said Company from Time to Time, or for their or any of their Servants, Agents, or Workmen, without any Delay or Interruption from
any

any Person or Persons whomsoever, to enter into any Lands, Grounds, or Hereditaments adjoining or near to the said Canal, Collateral Cut and other Works or Conveniences, or any of them (not being the Ground whereon any House or other Building stands, or an Orchard, Park, Paddock, planted Walk, Nursery for Trees, or Avenue to a House) and to dig for, work, get and carry away and use all such Stones, Gravel, and other Materials as may be necessary or proper for the Purposes aforesaid, without any previous Treaty whatsoever with the Owner or Owners, Occupier or Occupiers of, or other Person or Persons interested in, such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereby as the Nature of the Case will permit, and making Recompence for the same to the Owners and Occupiers of, or other Persons interested in, such Lands, Grounds, or Hereditaments, within the Space of Three Calendar Months next after the same shall be demanded; which Damages, and the Compensation to be made in respect thereof, shall be settled and determined, or assessed by the Ways and Means herein-before prescribed and directed with respect to other Damages to be done by making and completing the said Navigation.

XCVI. And be it further enacted, That if at any Time hereafter the Ditches or Drains belonging to any Owner or Occupier of Lands adjoining or lying contiguous to the said Canal and Collateral Cut, and other Works, or any of them, shall, by reason of their not being sufficiently cleansed or opened, hinder and obstruct the free Passage of the Water from the Drains, Culverts, and Passages belonging to the said Navigation, and if the same shall not be perfectly cleansed and opened within Twenty-one Days after Notice in Writing shall have been given thereof to, or left at the last Place of Abode of such Owner or Occupier, by the Clerk or any Agent of the said Company, it shall then be lawful for the said Company (an Order in Writing for that Purpose having been first obtained from any Two or more of the said Justices) from Time to Time, as often as there shall be Occasion, to open and cleanse, or cause to be opened and cleansed, the said Ditches or Drains, and the reasonable Expences thereof, when ascertained and allowed by the said Justices, or any Two of them, shall be repaid to the said Company by the Owners or Occupiers of such Lands and Grounds to which the said Ditches and Drains, so opened and cleansed, shall belong; and in case of Refusal to satisfy the same for the Space of Three Calendar Months after Demand shall have been made thereof from the respective Owner or Owners, Occupier or Occupiers, of such Lands and Grounds as aforesaid, such Charges and Expences shall and may be recovered in such Manner as the Forfeitures and Penalties are herein-after directed to be recovered.

Enabling the Company to cleanse the adjoining Watercourses at the Land Owners Expence.

XCVII. And be it further enacted, That any Owner or Owners of any Lands or Grounds through which the said Canal and Collateral Cut, or either of them, shall be made by virtue of this Act, may make, build, construct and use any Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouses, in or upon his, her, or their respective own proper Lands and Grounds adjoining to the said Canal and Collateral Cut, or either of them; and that any Lord or Lords, Lady or Ladies, of any Manor or Manors, through which the said Canal and Collateral Cut, or either of them, shall pass, may make, build, construct, and use

Lords of Manors and Land Owners may make Wharfs, &c.

such

such Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouses, on the Wastes, so that the making, constructing or using thereof respectively, shall not in any Manner obstruct or prejudice the Navigation of the said Canal and Cut, or any Part thereof, or damage the Towing Path or Fence on the Side thereof; provided nevertheless, that it shall not be lawful to or for any Lord or Lords, Lady or Ladies, of any Manor, or any Owner or Owners of Land, to make any Cut or Wharf through or upon the Towing Path of the said Canal or Cut or either of them, or any Part thereof, without the Consent in Writing of the General Committee of the said Company first had and obtained.

But if not
done, the
Company
may make
Wharfs, &c.

XCVIII. Provided always, and be it further enacted, That if any such Lord or Lady of a Manor, or Land Owner, shall not make, build, and construct, such proper and sufficient Wharfs, Warehouses, and other Conveniences as aforesaid, for the Use of the said Navigation, as the said Company or their General Committee shall think necessary, on such Lands, Grounds, or Wastes, within Three Calendar Months after Notice shall have been given to them for that Purpose by the said General Committee, then and in such Case the said Company shall have full Power and Authority without any Hindrance or Restraint whatsoever, to make use of any such Lands, Grounds or Wastes (not being the Ground whereon any House or other Building stands, or any Orchard, Park, Paddock, planted Walk, Nursery for Trees, or an Avenue to any House) for making, erecting and constructing proper and sufficient Wharfs, Warehouses, Buildings, and other Conveniences as aforesaid, and keeping the same in Repair, and for laying out and making necessary and convenient Roads to and from the said Canal and Collateral Cut, or either of them respectively, they the said Company first making Satisfaction for the same, in such Manner as is and hath been herein-before directed with respect to other Lands or Grounds which shall be taken or used for the Purposes of this Act; and in case any such Lord or Lady of a Manor, or Owner, shall make such Wharfs, Warehouses, and other Conveniences, and shall suffer them to be out of Repair, and shall not repair the same within Twenty-one Days after Notice from the said General Committee for that Purpose, it shall and may be lawful to and for the said Company to repair the same, and to charge the Expences thereof to such Lord or Lady of the Manor, or Land Owner, and to recover the same in such Manner as any other Sum of Money payable to the said Company is hereby directed to be recovered.

Regulations
as to private
Wharfs.

XCIX. And be it further enacted, That no greater Rate or Sum of Money shall be demanded or taken by any such Lord or Lady, or Land Owner, as or for Wharfage for any Minerals, Timber or other Goods, Matters, or Things whatsoever, which shall be loaded therefrom into or discharged thereupon from any Boat or other Vessel, and shall not lie upon such Wharfs or Quays, or which shall not lie thereon for a longer Space of Time than Six Hours, than the Sum of One Penny *per* Ton, nor more than Two-pence *per* Ton for the Wharfage of any other Goods, Matters, or Things whatsoever where the same shall respectively remain upon such Wharfs or Quays for a longer Time than Six Hours as aforesaid, but shall not continue thereon for a longer Space of Time than Six Days, except Coal, Iron, and Limestone, which may remain

main thereupon for Six Months, upon Payment of the said One Penny *per* Ton, and after such Time the Sum of One Halfpenny *per* Ton *per* Day shall be paid for such Wharfage.

C. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower any Person or Persons to make use of any Wharf, Quay, Landing Place, Crane, Weigh Beam or Warehouse, which shall be set out, erected or made by the Lord or Lords of any Manor, or the Owner or Owners of any Lands or Grounds adjoining to the said Canal and Collateral Cut, or either of them, for his, her or their private exclusive Use only, any Thing herein-before contained to the contrary notwithstanding.

Private
Wharfs not
to be used
exclusively.

CI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to extend to empower the said Company of Proprietors to erect or make any Wharf, Quay, Landing Place, Weighing Beam, Crane, Mill, Fire Engine or other Machine, Warehouse, or other Building, or to make any Reservoir, or open or cut any Place or Places for admitting any Boat or Vessel to turn about or lie, in or adjoining any of the Lands or Grounds of the said *Henry Otway*, within the Parish of *Stanford on Avon* aforesaid, or to enter into or upon any of the Land or Ground of the said *Henry Otway*, (except such as may be cut through for the making of the said Canal, Towing-path, and the necessary Embankments thereof,) within the said Parish of *Stanford on Avon* or within the adjoining Parish of *Westrill cum Stormsworth*, in the County of *Leicester*, nor into nor within the Space of One hundred Yards of any Plantation of Trees or Bush Cover of the said *Henry Otway*, within the Parish of *South Kilworth*, in the County of *Leicester*, to dig for, work, get and carry away any Stone, Gravel, Clay or other Materials for the Use of the said Canal, or any of the Works belonging thereto, without the Consent of the said *Henry Otway*, or the Owner or Owners of such Lands and Grounds for the Time being.

Not to make
any Wharfs,
Reservoirs,
&c. nor to
get Gravel,
&c. in the
Lands of
Henry Ot-
way Esq.

CII. Provided always, and be it further enacted, That if the said Company shall think it more convenient that Goods, Wares and other Matters and Things should be conveyed by inclined Planes instead of Locks, to and from the Summit Level of the said Canal, it shall be lawful for the said Company, or their General Committee, to cause such inclined Planes to be made for such Purpose, at both Ends of the said summit Level; and the same when so made shall be taken and considered as Part of the said Canal, in like Manner as if such Planes had been made navigable, any Thing herein contained to the contrary thereof in anywise notwithstanding.

Power to
make inclin-
ed Planes.

CIII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, at any Time hereafter, to make the said Canal navigable for Barges in case they shall think it expedient so to do, and that the said Company shall and they are hereby required to make the said Canal navigable for Barges, in case the said Company of Proprietors of the Grand Junction Canal shall guarantee to the said Company hereby created, an uninterrupted Passage for Barges through the Tunnel on the said Grand Junction Canal, in the Parishes of *Blisworth* and *Stoke* in the County of *Northampton*.

Power to
make the
Grand Union
Canal navi-
gable for
Barges.

[*Loc. & Per.*]

30 O

CIV. And

Power to
provide
Warehouses
at a Distance
from the
Canal.

CIV. And be it further enacted, That it shall be lawful for the said Company of Proprietors to erect, or otherwise provide, any Warehouses or other Buildings, for the depositing or keeping any Goods, Merchandize, or other Things, carried or conveyed or intended to be carried or conveyed, upon the said intended Canal, or for an Office or Offices for transacting the Business of the said Company therein, at any Distance from the said Canal or Cut, which they shall judge necessary or convenient; and for that Purpose the said Company may and are hereby authorized and empowered to purchase, lease, or hire any Ground or Buildings where they shall think proper, provided the Owners and Proprietors of and other Persons interested in such Ground or Buildings, or the Guardians, Committees or Trustees, of such of them as shall be under any Disability or Incapacity of acting for themselves, shall be consenting to sell or let the same (and which Consent they are hereby respectively authorized and empowered to give), but not otherwise.

Power to
divert Roads,
&c. on mak-
ing others,
and vesting
old Roads
in the Com-
pany.

CV. And whereas the said Company of Proprietors in the Prosecution of the Works authorized to be made by this Act, may have occasion to divert and turn several Roads and Ways, and in lieu of such old Roads and Ways, at a considerable Expence, make other more or equally convenient Roads and Ways; Be it therefore enacted, That where it shall appear necessary that any Road or Way shall be diverted or turned in the Line or Tract of the said Canal and Collateral Cut, or either of them, then and in such Case it shall and may be lawful to and for the said Company to divert and turn such Road or Way, first making a new Road or Way of no less Width than the former, and when such new Road or Way shall be completed and finished, the Part of the old Road or Way so to be diverted and turned shall be and become vested in Fee Simple in the said Company, with full Power for them to sell or dispose of the same in such Sort, Manner and Form, and under such Regulations as are herein-before directed with respect to Lands which shall be purchased by the said Company, and not found necessary to be made use of for the Purposes of the said Navigation, or as near thereto as the Case will admit; and the Land constituting the new Road or Way shall from thenceforth for ever be vested in or belong to such Person or Persons, and be subject and liable to such and the same Laws, Rules and Regulations, in every respect, as the old Road or Way so to be diverted or turned shall have been subject and liable to immediately prior to such Diversion or Turning.

Owners of
Land used
in making a
new Road
to have the
first Offer of
the old Road.

CVI. Provided always, and be it further enacted, That wherever the Course of any Road or Way shall be altered, in pursuance of this Act, and a new Road or Way opened and made in and upon the adjoining Land, the Offer of the Purchase of such old Road or Way shall be first made to the Owner of the Land which shall be cut and used for the Purpose of making such new Road or Way; and in case such Owner shall be desirous of becoming the Purchaser of such old Road or Way, and shall not agree with the said Company of Proprietors, or with their Committee, for the Price to be paid for the Purchase of the same, then, and in such Case, the Value thereof shall be settled and ascertained in such and the like Manner as the Price for any Land, to be taken in pursuance of this Act, is herein-before directed to be settled and ascertained; and such Owner shall be deemed the Purchaser thereof at the Sum to be ascertained by

by a Jury; and in case such Owner shall refuse to pay such Money upon Demand made thereof by the Clerk to the said Company, and Tender of the Conveyance of such old Road or Way, the same shall and may be recovered by the said Company by Action of Debt, or on the Case, in any of His Majesty's Courts of Record at *Westminster*; and in case any such Owner shall not agree or shall refuse to purchase any such old Road or Way, it shall and may be lawful to and for any Person or Persons, not interested in the Premises, to make an Affidavit, to be sworn before a Master Extraordinary of the High Court of Chancery, or before One of His Majesty's Justices of the Peace for the County where such old Road or Way shall lie, stating that such Offer has been made by or on Behalf of the said Company, and that such Owner has not agreed, or has refused, to purchase such old Road, as the Case may be, and such Affidavit shall, in all Courts whatsoever, be sufficient Evidence and Proof that such Offer was made and not agreed to, or refused by such Owner: Provided nevertheless, that if the Lands of Two or more Persons shall be taken for any such new Road or Way as aforesaid, each and every such Owner shall be entitled to the first Offer of so much of the old Road or Way as is lying immediately adjoining to his, her or their Land respectively, in Manner aforesaid.

CVII. And be it further enacted, That if any Agent, Toll Collector, Wharfinger, Lock-Keeper, or other Servant of the said Company, occupying any House, Offices or Buildings, belonging to the said Company, without paying Rent for the same, shall be discharged from his Office by or by the Order of the said Company, or their General Committee, and shall not deliver up the Possession of such House, Offices, Buildings, and Appurtenances, together with the Books, Papers, and other Matters and Things, belonging to the said Company, in his Custody, Power or Possession, within Fourteen Days next after Notice of such Discharge shall be given to him, or left at such House, Offices, or Buildings; or if the Wife or Family of any such Agent, Toll Collector, Wharfinger, Lock-Keeper, or other Servant, who shall happen to die while in the Service of the said Company, shall refuse to deliver up the Possession of such House, Offices, Buildings, and Appurtenances as aforesaid, together with the Books, Papers, and other Matters and Things belonging to the said Company, in his, her or their Custody, Power or Possession, within Fourteen Days after another Person shall have been appointed in the Place and Stead of the Person so dying; then and in either of the said Cases it shall be lawful for any Justice of the Peace for the County where such House, Offices and Buildings shall be, and he is hereby required by Warrant, under his Hand and Seal, to order the Constable, or other Peace Officer, with such Assistance as shall be necessary, to enter such House, Offices and Buildings, in the Day-time, and to remove the Persons who shall be found therein, together with their Goods and Chattels, out of such House, Offices and Buildings, and to take Possession of all the Books, Papers, Matters and Things, belonging to the said Company, which shall be found therein, and to deliver Possession of such House, Offices and Buildings, together with the Books, Papers, Matters and Things found therein, belonging to the said Company, to the new appointed Agent, Toll Collector, Wharfinger, Lock-Keeper, or other Servant, or to such other Person or Persons as the said Company, or their Committee, shall appoint to receive the same.

Agents, Collectors, &c. to give Possession of Houses, &c. when removed.

CVIII. And

Compensation to be made for Tythes.

CVIII. And be it further enacted, That full Recompence and Satisfaction shall be made by the said Company for all the Tythes, both Great and Small, for and in respect of the Lands which shall be taken or made use of by them for the Purposes of this Act, to the several Persons who now are, or hereafter may become, entitled to such Tythes, according to their respective Interests therein, such Tythes to be estimated at the Average Value of Three Years, commencing at *Christmas* Day One thousand eight hundred and six, and ending at *Christmas* Day One thousand eight hundred and nine, such Average Value to be ascertained (in case of any Difference concerning the same) in like Manner as the Value of any other Hereditaments are by this Act directed to be ascertained: Provided always, that such Recompence and Satisfaction shall be made to Spiritual Persons by an annual Rent.

Guaranteeing to the Oxford Canal Company certain Rates.

CIX. And whereas it being apprehended that the making the said intended Canal will be more injurious to the Company of Proprietors of the *Oxford* Canal than the Completion of the Line of Navigation authorized by the said first recited Act of the Thirty-third Year of His present Majesty: Be it therefore enacted, That the said Company of Proprietors of the said intended Canal shall pay to the said Company of Proprietors of the *Oxford* Canal the Sum of Two Shillings and Ninepence for every Ton of Coal and Coak which shall pass from the said *Leicestershire* and *Northamptonshire* Union Canal into or upon the said intended Canal, and shall afterwards be conveyed into or upon the said *Oxford* Canal, by Half-Yearly Payments, the first Payment thereof to be made at the End of Six Calendar Months from the Day any Vessel shall first pass from the said intended Canal into or upon the said *Oxford* Canal; and that if after the said intended Canal shall be opened for Trade it shall appear in any Year that the Rates authorized to be taken by the said Company of Proprietors of the *Oxford* Canal, in respect of Coal and Coak passing from the said *Oxford* Canal to the Town of *Northampton* and along the River *Nen*, and also in respect of Goods, Wares, Merchandize and other Things, except Coal and Coak, navigated to and from the said intended Canal along the said *Oxford* Canal, shall not be equal to the Amount of the Rates authorized to be taken by the said Company of Proprietors of the *Oxford* Canal, in respect of Coal and Coak and all other Articles and Things passing on the said *Oxford* Canal to and landed annually at certain Wharfs on the said *Oxford* Canal, called *Stretton*, *Clifton*, *Brownsover*, *Hillmorton* and *Braunston* Wharfs, and which might have been received by the said Company of Proprietors of the *Oxford* Canal in case the said intended Canal had not been made, and also to the Amount of the Rates which the said Company of Proprietors of the *Oxford* Canal would have been entitled to for all Coal and Coak brought from the said intended Canal into the said Grand Junction Canal, and not passing beyond *Weedon* Wharf, nor into the said *Oxford* Canal, if the same had been conveyed from the said *Oxford* Canal into the said Grand Junction Canal, then and in every such Case the said Company of Proprietors hereby created shall, and are hereby required to pay to the said Company of Proprietors of the *Oxford* Canal, the Amount of such Deficiency, and so as often as the Case shall happen in consequence of the Operation of this Act, but not otherwise; and the said Company of Proprietors of the *Oxford* Canal, in order to entitle them to be paid for any such Deficiency, are hereby required to claim the Amount of such

I

Deficiency

Deficiency from the said Company hereby created, within Three Calendar Months next after the Expiration of the Year in which such Deficiency shall happen (such Year to be computed from the Day any Vessel shall first pass from the said intended Canal into or upon the said *Oxford* Canal, or *vice versa*) and in case of any Difference or Dispute as to the Amount of such Deficiency, the same shall be ascertained by a Jury to be summoned in Manner herein-before directed in Cases of Dispute as to the Value of any Land to be taken in pursuance of this Act.

CX. And be it further enacted, That the Clerk to the said Company of Proprietors of the *Oxford* Canal shall, within One Calendar Month after the Expiration of every Year from the Day on which any Vessel shall first pass from the said intended Canal into or upon the said *Oxford* Canal, or *vice versa*, deliver to any Person to be appointed by the said Company of Proprietors of the said intended Canal to receive the same, a true Account in Writing of all Coal, Coak, and other Articles and Things passing on the said *Oxford* Canal to, and landed annually at, the said Wharfs called *Stretton*, *Clifton*, *Brownsover*, *Hillmorton*, and *Braunston* Wharfs, and the Clerk to the said Company of Proprietors of the said intended Canal shall, within the like Time after the Expiration of every such Year, deliver to any Person to be appointed by the said Company of Proprietors of the said *Oxford* Canal to receive the same, a true Account in Writing (to be taken from the Declarations herein before required to be given by Persons having the Care of Boats or Vessels navigating on the said intended Canal) of all Coal and Coak conveyed from the said intended Canal into or upon the said *Oxford* Canal, of all Goods, Wares, Merchandize, and other Things navigated to and from the said intended Canal along the said *Oxford* Canal, and of all Coal and Coak brought from the said intended Canal into the said Grand Junction Canal, which shall not pass beyond *Weedon* Wharf, nor into the said *Oxford* Canal, and in case of the Non-delivery of any such Account by any such Clerk as aforesaid, Demand thereof being made Fourteen Days at least before the Expiration of the said One Calendar Month, or in case of the wilful Delivery of a false Account, the Clerk not delivering such Account, or wilfully delivering a false Account, shall forfeit and pay to the Company, for whose Use such Account ought to be delivered, or for whose Use any such false Account shall be delivered, the Sum of Fifty Pounds, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Accounts to be delivered to the *Oxford* Canal Company.

CXI. And whereas it being apprehended that the making the said intended Canal will also be attended with the like Injury to the Company of Proprietors of the *Coventry* Canal, the Company of Proprietors of the *Warwick* and *Napton* Canal, and the Company of Proprietors of the *Warwick* and *Birmingham* Canal, as to the said Company of Proprietors of the *Oxford* Canal: Be it therefore further enacted, That the said Company of Proprietors of the *Coventry* Canal, the said Company of Proprietors of the *Warwick* and *Napton* Canal, and the Company of Proprietors of the *Warwick* and *Birmingham* Canal, shall be entitled to such and the like Compensation, to be ascertained in the like Time and Manner, and on the like Conditions as is herein-before mentioned, with respect to the Compensation to be made to the said Company of Proprietors of the *Oxford* Canal.

Guaranteeing to the *Coventry*, *Warwick* and *Napton*, and *Warwick* and *Birmingham* Canal Companies certain Rates.

For making
Compensa-
tion to the
Trent and
Mersey Canal
Company.

CXII. And whereas it is apprehended that the making of the said intended Canal will be more injurious to the Company of Proprietors of the Navigation from the *Trent* to the *Mersey* than the Completion of the Line of Canal authorized by the said first recited Act, and also further injurious in its Effects and Consequences; Be it therefore further enacted, That the said Company hereby incorporated shall, and they are hereby required from Time to Time, and at all Times hereafter, yearly and every Year from and after the said Canal hereby authorized shall be compleated and opened for Trade, to make Compensation and Satisfaction to the said Company of Proprietors of the Navigation from the *Trent* to the *Mersey*, for all Loss and Damage to be by them sustained by Means or in consequence of the Canal hereby authorized, more than would accrue or be occasioned by or from the Completion of the said Union Canal in the Line described and authorized by the said first recited Act; and for any Loss and Damage which shall or may accrue or be occasioned by any other Works that may be undertaken, engaged in, or promoted by the said Company of Proprietors hereby authorized; and in case of any Difference or Dispute as to the Amount of such Compensation, the same shall be ascertained by a Jury, to be summoned in Manner herein-before directed in Cases of Dispute as to the Value of any Land to be taken in pursuance of this Act.

For making
Compensa-
tion to the
Company of
Proprietors
of the Bir-
mingham
Canal Navi-
gation.

CXIII. And whereas it is apprehended that the making of the said intended Canal will be more injurious to the Company of Proprietors of the *Birmingham* Canal Navigations, than the Completion of the Line of Canal authorized by the said first recited Act, be it therefore further enacted, That the said Company hereby incorporated shall and they are hereby required, from Time to Time, and at all Times hereafter, yearly and every Year, from and after the said Canal hereby authorized shall be compleated and opened for Trade, to make Compensation and Satisfaction to the said Company of Proprietors of the *Birmingham* Canal Navigations, for all Loss and Damage to be by them sustained by Means or in consequence of the Canal hereby authorized, more than would accrue or be occasioned by or from the Completion of the said Union Canal, in the Line described and authorized by the said first recited Act; and in case of any Difference or Dispute, as to the Amount of such Compensation, the same shall be ascertained by a Jury, to be summoned in Manner herein-before directed in Cases of Dispute as to the Value of any Land to be taken in pursuance of this Act.

Mode of
rating Lands
and Build-
ings.

CXIV. And be it further enacted, That the Lands, Dwelling Houses, Wharfs, Warehouses, Lock Houses, and other Houses of and belonging to the said Company, shall be rateable and chargeable to the Maintenance of the Poor, and to all other Parochial Rates and Taxes in the several Parishes and Places where they are respectively situated, the Lands according to the Quantity and Quality, and the Dwelling Houses, Wharfs, Warehouses, Lock Houses, and other Houses, according to the Nature and respective Uses, Dimensions, and Descriptions thereof, and shall be charged and assessed in like Manner as Lands of a like Quality, and Dwelling Houses, Wharfs, Warehouses, Lock Houses, and other Houses of a like and similar Size, Nature, Dimension, or Description in the respective Parishes where the same shall be situate, are or shall be assessed and charged; and that the Rates, Duties, and other Personal Property of the said Company, liable to be rated to the Poor,

or other Parochial Taxes in any such Parishes or Places, shall be rated and assessed in like Manner and in the same Proportion as other Personal Property, rateable in the said Parishes and Places respectively, shall be rated and assessed, and according to the Length of the Line of the said Navigation in such respective Parishes and Places, and not otherwise or in any other Manner; provided that before such Personal Property shall be rated, Ten Days' Notice shall be given in Writing to, or left at the Dwelling House or usual Place of Abode of, the Treasurer or Clerk or any other Officer of the said Company residing in the Parish or Place where such Rate shall be intended to be made by the respective Overseers of the Poor, of the Intention so to do.

CXV. And be it further enacted, That all Orders and Proceedings of the said Company at their several and respective General or Special Assemblies, or of their Committees, at their several Meetings, which shall be entered in a Book or Books to be kept for such Purposes, and signed respectively by the Chairman of such General or Special Assembly, or by the Clerk or Clerks of the said Company, or by the Chairman of such Committee, or by their Clerk, shall be deemed and taken to be Originals, and shall be admitted in Evidence in all Courts and Places whatsoever.

Proceedings entered in the Books of the Company to be Evidence.

CXVI. And be it further enacted, That all Penalties, Forfeitures and Fines hereby inflicted or authorized to be imposed (the Manner of levying and recovering whereof is not herein otherwise directed) shall, upon Proof of the Offences respectively before any One of His Majesty's Justices of the Peace for the County where the Offence or Offences shall be committed, either by the Confession of the Party or Parties offending, or by the Oath of One or more Witness or Witnesses (which Oath such Justice is hereby empowered to administer), and in case of Non-payment thereof forthwith by the Offender or Offenders be levied by Distress and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hand and Seal of such Justice, which Warrant such Justice is hereby empowered to grant for such Purpose; and the Overplus, after such Penalties, Forfeitures and Fines, and the Charges of such Distress and Sale, are recovered and deducted, shall be returned upon Demand unto the Owner or Owners of such Goods and Chattels; and in case sufficient Distress shall not be found, or such Penalties shall not be forthwith paid, it shall and may be lawful for any such Justice of the Peace as aforesaid, and he is hereby authorized and required, by Warrant or Warrants under his Hand and Seal, to cause such Offender or Offenders to be committed to the Common Gaol of such County or Place, there to remain without Bail or Mainprize for any Time not exceeding Six Calendar Months, nor less than Thirty Days, unless such Penalties, Forfeitures and Fines, and all reasonable Charges, shall be sooner paid or satisfied; and the Penalties, Forfeitures, and Fines, when paid or levied, if not otherwise directed to be applied by this Act, shall be from Time to Time paid to the Treasurer or Treasurers of the said Company, and applied to the Purposes of this Act.

Penalties and Forfeitures how to be recovered and applied.

CXVII. Provided nevertheless, and be it further enacted, That it shall be lawful for the General Committee of the said Company from Time to Time, if they shall see Cause, to pay and apply such Part of the said Penalties,

Power to give Informer Part of the Penalties.

Penalties, Forfeitures and Fines, or any of them, to and for the Use of the Informer or Informers, or other Person or Persons, aiding or assisting in the Apprehension of any Offender or Offenders therein, or any of them, who shall not have been a Witness on the Trial of the Information; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Allowing an
Appeal.

CXVIII. And be it further enacted, That if any Person or Persons shall think himself, herself, or themselves aggrieved by any Order or Judgement made or given in pursuance of any Rule, Bye Law, or Order of the said Company, or by any Order, Judgement or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, then and in every such Case such Person or Persons may, within Six Calendar Months next after such Order, Judgement or Determination shall have been made or given, appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace, to be holden in and for the County in which the Cause of Appeal shall arise, first giving Ten Days Notice of such Appeal and of the Nature and Matter thereof, to the Person or Persons appealed against, or to the Clerk to the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for such County, with Two sufficient Securities conditioned to try such Appeal, and to abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Appeal at such General or Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Sessions of the Peace, to be holden for such County; and the said Justices may, if they see Cause, mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, Judgement or Determination, and may also order and award such further Satisfaction to be made to the Party injured as they shall judge reasonable; but no Proceedings to be had and taken in pursuance of this Act shall be quashed or vacated for want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Compelling
Witnesses to
attend.

CXIX. And be it further enacted, That if any Person or Persons who shall be summoned as a Witness or Witnesses to attend and give Evidence before any Justice of the Peace, touching any Matter of Fact contained in any Information or Complaint for any Offence against this Act, either on the Part of the Prosecutor or the Person or Persons accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his, her, or their Costs and Charges, without a reasonable Excuse for his, her, or their Refusal or Neglect, or appearing shall refuse to be examined upon Oath, (or in case of a Quaker or Quakers on solemn Affirmation) and to give Evidence before such Justice of the Peace, or at such Session or Adjournment thereof, then and in either of the said Cases, every such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Conviction
of Offenders.

CXX. And, for the more easy and speedy Conviction of Offenders against this Act, be it further enacted, That all and every the Justice
and

and Justices of the Peace before whom any Person or Persons shall be convicted of any Offence against this Act, shall and may cause the Conviction to be drawn up in the following Form of Words, or in any other Form of Words to the same Effect, as the Case shall happen ; (that is to say)

' **B**E it remembered, That on the Day of Form of
 ' in the Year of our Lord One thousand eight hundred and Conviction.
 ' is convicted before me [or, before us
 ' and one [or, two] of His Majesty's Justices of the Peace for
 ' the County of [specifying the Offence and Time and Place
 ' when and where the same was committed, as the Case shall be]. Given
 ' under my Hand and Seal, [or, our Hands and Seals] the Day and
 ' Year first above mentioned.'

CXXI. And be it further enacted, That when any Distress shall be made for any Sum of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall the Party or Parties making the same be considered a Trespasser or Trespassers on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or the Appointment of the Collector or Collectors, Receiver or Receivers, or any other Agent of the said Company; or in any other Proceeding relating thereto; nor shall the said Party or Parties distraining be deemed or considered a Trespasser or Trespassers *ab initio*, on account of any Irregularity which shall afterwards happen or be done by the Party or Parties so distraining; but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage which he, she, or they shall have sustained thereby, with usual Costs and no more, in an Action of Trespass or on the Case.

Distress not
unlawful for
want of
Form.

CXXII. Provided always, and be it enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act, unless Notice in Writing shall have been given to the Defendant or Defendants, or left at his, her, or their last or usual Place or Places of Abode Ten Days before such Action shall be commenced, of such intended Action, signed by the Attorney for the Plaintiff or Plaintiffs, specifying the Cause of such Action; nor shall the Plaintiff or Plaintiffs recover in such Action if Tender of good and sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney, by or on Behalf of the Defendant or Defendants, before such Action brought; nor if such Tender or Amends shall be made at any Time after the said Action brought, and before the Trial thereof, together with Costs of Suit to the Time of such last mentioned Tender; but on Proof of such Tender on any Trial to be had in such Action, the Plaintiff or Plaintiffs shall be nonsuited and shall pay Treble Costs, to be recovered in the same Manner as any Defendant or Defendants may recover Costs in any other Case by Law; or in case no such Tender shall have been made, it shall and may be lawful to and for the Defendant or Defendants in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall think fit; whereupon such Proceedings, Order, and

[*Lec. 63 Per.*] 302 Judge.

Judgement shall be had, made, and given in and by such Court, as in other Actions where the Defendant is allowed to pay Money into Court.

Limitation of
Actions.

General
Issue.

CXXIII. Provided always, and be it further enacted, That no Action or Suit shall be brought against any Person or Persons, Body or Bodies Politic, Corporate or Collegiate, for any Thing done in pursuance of this Act, after Six Calendar Months next after the Fact committed; or in case there shall be a Continuation of Damages, then after Three Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards; and every such Action or Suit shall be laid, brought, and tried in the County in which the Matter in dispute shall arise, and not elsewhere; and the Defendant or Defendants in every such Action or Suit may, at his, her, or their Election, plead specially, or the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and under the Authority of this Act; and if the same shall appear to have been so done, or that such Action or Suit shall have been brought before Ten Days Notice shall have been given, or after a sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same as aforesaid, or shall be brought in any other County than as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall be nonsuited, or discontinue his, her, or their Action or Suit after the Defendant or Defendants shall have appeared, or if upon Demurrer, or otherwise, Judgement shall be given against the Plaintiff or Plaintiffs, then the Defendant or Defendants shall recover Treble Costs, and shall have such Remedy for recovering the same, as any Defendant or Defendants hath or have for his, her, or their Costs in any other Cases by Law.

Public Act.

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

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1815.