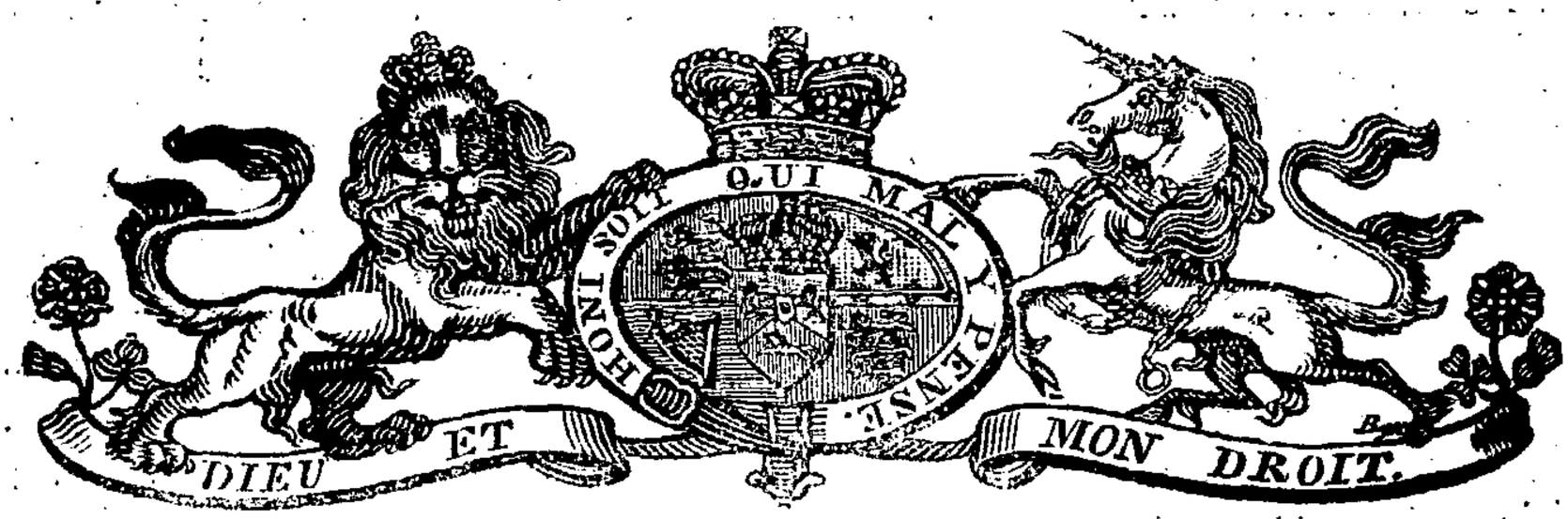

ANNO TERTIO

GEORGII IV. REGIS.

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Cap. xxi.

An Act to alter, amend, and explain the several Acts passed for improving and rendering more commodious the Port and Harbour of *Bristol.*

[15th *May* 1822.]

WHEREAS an Act was passed in the Forty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for improving and rendering more commodious the Port and Harbour of* Bristol, whereby the Mayor, Burgesses, and Commonalty of the City of *Bristol*, and their Successors, the Master, Wardens, and Commonalty of Merchant Venturers of the City of *Bristol*, and their Successors, and the several Persons subscribing towards the joint Stock or Sum of Two hundred and fifty thousand Pounds, therein mentioned, were incorporated by the Name and Style of "The *Bristol* Dock Company," and the Directors for managing the Affairs of the said Company were empowered to make Calls for Money from the Subscribers to the said joint Stock, according to the Amount of their respective Subscriptions, as therein mentioned; and in case of the Refusal of any such Subscriber to pay such Calls at the Time or in manner therein mentioned, certain Powers and Remedies were given to the said Company for the Recovery thereof, either by suing such Defaulter, or forfeiting his Stock or Share in the said Undertaking, in manner therein mentioned: And whereas an Act was passed in the Forty-sixth Year of the Reign of His said late Majesty, intituled *An Act to alter and amend an Act passed in the Forty-third*

43G.3.c.140.

46G.3.c.36.

Year of His present Majesty, intituled 'An Act for improving and rendering 'more commodious the Port and Harbour of Bristol,' whereby the said Dock Company were authorized to make additional Calls on the Proprietors of Stock or Shares in the said Undertaking, so as such Calls did not exceed in the whole the Sum of One hundred and thirty-five Pounds on each Share: And whereas an Act was passed in the Forty-eighth Year of
48 G.3, c. 11. the Reign of His said late Majesty, intituled *An Act for completing the Improvement of the Port of* Bristol, whereby the said Company were authorized to raise a further Sum of Money for the Purposes of the said Undertaking, not exceeding One hundred and eighty thousand Pounds; which Sum it was thereby enacted should be raised by Loan from the Proprietors of Shares in the said Undertaking, in case such Proprietors should be willing to subscribe, or if not, from any Person or Persons willing to advance the same; and that such Loans should be secured by the Promissory Notes of the said Company, signed by their Treasurer on their Behalf, in which Notes it should be expressed that an Interest after the Rate of Five Pounds *per Centum per Annum* should be payable Half Yearly, and that the Principal thereby secured should be payable immediately on the Expiration of Six Calendar Months next after Notice in Writing should have been left by the Holder of such Note at the *Bristol* Dock Office for the Payment thereof, and all and every such Promissory Notes should be transferrable by Indorsement thereon: And it was also enacted, that the Interest of the Money so to be borrowed and secured by Promissory Notes, should be paid Half Yearly to the several Persons entitled thereto, in preference to any Interest or Dividends due or payable to any Proprietor or Proprietors of Shares or Stock in the said Undertaking; and that the Rates, Tolls, and Duties authorized to be taken by that Act, and the Two last mentioned Acts therein recited, should be a Security for the Payment thereof, and also for the Payment of the Principal Monies secured by such Notes after Six Calendar Months Notice given for that Purpose, as therein mentioned: And the said Company were also empowered (if they should deem it expedient, as therein mentioned) to raise the said further Sum of Money by Calls on the Proprietors of Stock or Shares in the said Undertaking, according to the Amount of their respective Stock or Shares, as therein mentioned: And it was enacted, that if any such Proprietors of Stock in the said Undertaking should subscribe or advance any Sum or Sums of Money upon any Promissory Note or Notes, that then and in such Case the Call or Calls from Time to Time made in respect of the Shares or Stock held by such Person or Persons should, to the Amount of the Promissory Note or Promissory Notes so taken and from Time to Time outstanding, be and continue respited, and not be paid or payable for such Time, and until a Notice or Notices for Repayment of the Money due on such Promissory Note or Notes should have been given, in manner in the said Act before directed; and that from and immediately after such Notice or Notices should have been so given, the Call or Calls so respited should become due and be payable; and in case the same should not be paid or discharged within Three Calendar Months after Notice should have been given to or left at the last or usual Place of Abode of the Person or Persons in whose Names, for the Time being, the Stock in respect of which the Calls should have been so respited should stand, that then and in such Case all and every the Powers, Remedies, and Provisions of the said recited Acts for recovering Calls for forfeiting,

selling, or disposing of Stock in the said Undertaking, upon which Calls should be unpaid, should be extended to the Stock on which such respited Calls should have become payable, to all Intents and Purposes whatsoever: And whereas an Act was passed in the Forty-ninth Year of the Reign of His said late Majesty, intituled *An Act to enable the* Bristol *Dock Company to borrow a further Sum of Money for completing the Improvements of the Port and Harbour of* Bristol, whereby the said Company were authorized, for the Purposes of the said Undertaking, to raise by the same Ways or Means, as directed by the said last-recited Act, a further Sum of Money not exceeding One hundred thousand Pounds: And whereas the whole of the said Sums of One hundred and eighty thousand Pounds, and One hundred thousand Pounds, so authorized to be raised by the said Two last recited Acts, was raised by Calls on the Proprietors of Stock or Shares in the said Undertaking, and such Calls (which amounted together to One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny upon each Share) were, under the Powers and Provisions of the said Two last recited Acts, subscribed and advanced by the said Proprietors upon the Promissory Notes of the Treasurer of the said Company, whereby the said Calls became respited until Notice for Repayment of the Money due on the Promissory Note or Notes so holden in respect thereof, should be given in manner directed by the said Acts: And whereas the Money so advanced on the Promissory Notes of the Treasurer of the said Company, by Subscribers who were possessed of Two or more Shares in the said Undertaking, for the Calls from Time to Time made upon them, in respect of the whole of their said Shares, were not secured by distinct Promissory Notes, each given for the total Amount of the Calls on One Share only, but in general were comprised in one or more Promissory Note or Notes, given for such Amounts as best suited the Convenience of the Proprietors respectively, which has been productive of great Inconvenience and Prejudice to the said Proprietors in the Sale and Disposition of their said Shares, inasmuch as thereby the whole of such Shares are, under the Provisions of the said recited Acts, become liable to Forfeiture, whenever any one of the said Notes is called in: And whereas it is expedient that such Inconvenience should be removed, and that the Powers and Provisions of the said recited Acts should be altered and amended, and that some further Powers should be granted for carrying the said Acts into full and complete Execution; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act, when and as often as any Proprietor of a Share in the said Undertaking shall tender and deliver to the Directors of the said Company, all the Promissory Note or Notes of the Treasurer of the said Company, given for the respited Calls made in respect of such Share (amounting together to One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny as aforesaid) to be cancelled, in order that one new Note may be given in lieu thereof for that Amount, it shall and may be lawful for the said Directors, and they are hereby required, at the Expence in all things of the Proprietor making such Application, to cause such Note or Notes to be cancelled accordingly, and to authorize their Treasurer to issue

49 G. 3. c. 17.

Promissory Notes of the Treasurer may be cancelled, and others issued in lieu thereof, for 121*l.* 8*s.* 9½*d.* each, provided all the Notes issued for Calls on any Share or Shares are brought in.

issue one other Note in lieu thereof for the said total Amount above mentioned, to be payable on Six Calendar Months Notice, with Interest in the meantime after the Rate of Five Pounds *per Centum per Annum* in the same Manner in all Respects as in the said Act, passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, is directed as to the said original Promissory Notes, and to affix a Number to such Share in the Books of the said Company, corresponding with a Number to be inscribed on such new Note: And that in Cases where the Promissory Notes of the Treasurer of the said Company so intended to be cancelled, shall have been given for, or comprize Calls, or any Part of Calls made in respect of Two or more Shares in the said Undertaking, then when and as often as the Proprietor or Proprietors of all such Shares shall tender and deliver to the said Directors the whole of the Notes so given for the several Calls made on such Shares to be cancelled, in order that new Notes may be given in lieu thereof as after mentioned, it shall and may be lawful for the said Directors, and they are hereby required, at the Expence in all things of the Proprietor or Proprietors making such Application, to cause such Notes to be cancelled accordingly, and to authorize their Treasurer to issue other Notes in lieu thereof, each of such new Notes to be given for the Sum of One hundred and twenty-one Pounds Eight Shillings and Ninepence Halfpenny, (the total Amount of respited Calls on each Share as aforesaid,) and to be payable on Six Calendar Months Notice, with Interest, in the meantime, after the Rate of Five Pounds *per Centum per Annum*, in the same Manner in all Respects as in the said recited Acts directed as to the said original Promissory Notes, and to affix a Number in the Books of the said Company to each of such Shares, corresponding with respective Numbers to be inscribed on each of such new Notes.

Each of such new Notes to be attached to one Share only.

II. And be it further enacted, That from and after any such Promissory Note or Notes shall have been cancelled, and a new Note or Notes given in lieu thereof, in manner hereinbefore directed, then and from thenceforth each of such new Notes shall be considered as attached to the Share in the Books of the said Company so marked with a corresponding Number as aforesaid, (the Calls due on which Share shall be considered as respited, until Notice shall be given for the Payment of such Promissory Note,) and such new Notes shall be transferrable by Indorsement, and the Interest and Principal thereof shall be payable and secured in the same Manner, and with the same Preference and Priority in all Respects as by the said Act, passed in the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third, is provided as to the said original Promissory Notes; and from and immediately after Notice shall be given for Payment of each of such new Notes, in manner directed by the said last-mentioned Act, the Calls so respited on such corresponding Share shall become due and be payable; and in case the same shall not be paid and discharged within Three Calendar Months after Notice shall be given to or left at the last or usual Place of Abode of the Person or Persons in whose Name or Names for the Time being such Shares shall stand, then all and every the Powers, Remedies, and Provisions of the said recited Acts for the Recovery of Calls in arrear and unpaid, shall (for the Purpose of recovering such Calls, so become due and payable) attach and be in full force and virtue against such Share only, and the

Proprietor

Proprietor or Proprietors thereof, and against no other Proprietor or Stock in the said Undertaking.

III. And whereas the Directors of the said Company have, in several Instances, upon the Application and for the Convenience of the Proprietors of Shares in the said Undertaking, consented to cancel the Promissory Notes of the Treasurer of the said Company, taken in respect of the respited Calls on such Shares, and have issued other Notes in lieu thereof for the same total Amounts, but in different Sums or Proportions, agreeably to the Application and Request of such Proprietors, and in all other Respects of the same Tenor and Effect as the said original Promissory Notes, and when such new Notes so issued have been given for the Sum of One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny, (the total Amount of Calls on each Share as aforesaid,) they have caused a Number to be affixed to the said respective Shares in the Books of the said Company, corresponding with the Number on such new Note; and Doubts have arisen how far such Change in the Identity of the said Notes may have affected the Rights and Liabilities of the Holders of such new Promissory Notes, or of the Proprietors of the Shares in respect of which the Notes so cancelled were originally issued; for the quieting and settling of which Doubts, be it therefore enacted and declared, That all such new Notes as have been issued in the Room of any Notes so cancelled as aforesaid, shall be transferrable by Indorsement; and the Interest and Principal thereof shall be payable and secured in the same Manner, and with the same Preference and Priority in all Respects as by the said recited Act, passed in the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third, is provided with respect to the said original Promissory Notes; and the Calls on the Share or Shares, in respect of which the Notes so cancelled were taken, shall be considered as respited, until Notice shall be given for the Payment of such new Note or Notes so issued in the Room thereof, in the same Manner in all Respects as the said Calls are, by the said last mentioned Act, declared to be respited, until Notice given for Payment of the Note or Notes originally taken in respect of such Calls, except that, in Cases where such new Notes have been issued for the Sum of One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny as aforesaid, each of such last mentioned new Notes shall be considered as attached to the Share marked with the corresponding Number as aforesaid in the Books of the said Company, and the Calls due on such Share shall be respited until Notice shall be given for Payment of such new Note as aforesaid; and all such new Note or Notes, which have been issued in the Room of any Note or Notes so cancelled as aforesaid, shall, for the Purpose of being again cancelled, and other Note or Notes being issued in the Room thereof, under the Provisions hereinbefore contained, be considered in all Respects as original Promissory Notes issued under the Powers and Provisions of the said Act passed in the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third; and from and immediately after Notice shall be given, in manner directed by the said last mentioned Act, for the Payment of any of the said new Note or Notes, which have been so issued in the Room of any cancelled Note or Notes, the Calls so as aforesaid respited on the said respective Shares or Stock, shall become and be payable, and if not paid within Three Calen-

Provision as to Notes already issued in the Place of cancelled Notes.

dar Months after Notice shall be given or left to or for the respective Proprietors of such Shares or Stock, in manner by the said last mentioned Act directed, then all and every the Powers, Remedies, and Provisions of the said recited Acts, for the Recovery of Calls in arrear or unpaid, shall be in full force and virtue, for the Purpose of recovering such Calls so become due and payable: Provided nevertheless, that in all Cases where any such new Note or Notes shall have been issued for the Sum of One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny, as aforesaid, the said Powers, Remedies, and Provisions shall attach only against the Share marked in the Books of the said Company with the corresponding Number as aforesaid, and against the Proprietor or Proprietors of such Share, and against no other Proprietor or Share in the said Undertaking.

Notes may be severed from Shares, by cancelling same, and issuing others in the Place thereof, to be payable pro ratâ with the Stock.

IV. And whereas it is expedient that the Proprietors of Shares in the said Undertaking, who may be desirous of severing their Shares from the Promissory Notes issued under the Provisions of the said Two last Acts or of this Act, in respect of the Calls made thereon, and of being discharged from all liability to Payment of such respited Calls, may be enabled so to do upon Condition of their surrendering up such Promissory Notes to be cancelled, and taking other Notes in lieu thereof, to be payable *pro ratâ* with the Shares or Stock in the said Undertaking, at the same Periods and in the same Manner in which such Shares or Stock are by the said recited Acts directed to be paid off and extinguished by means of certain Surplus and Sinking Funds thereby created; be it therefore enacted, That from and after the passing of this Act, if any Proprietor of a Share in the said Undertaking shall tender and deliver to the Directors of the said Company, the Promissory Note of the Treasurer of the said Company, attached to such Share by a corresponding Number as aforesaid, or shall tender and deliver to the said Directors all the Promissory Notes of the Treasurer of the said Company, issued under and by virtue of the said Acts for the respited Calls on such Share, amounting together to One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny as aforesaid (as the Case may be,) to be cancelled, in order that One new Note for that Amount may be given in lieu of such Note or Notes so delivered up, such new Note to be made payable *pro ratâ* with the Shares or Stock in the said Undertaking as aforesaid, then and as often as it shall so happen, it shall and may be lawful for the said Directors, and they are hereby required, at the Expence in all Things of the Proprietor making such Application, to cause such Promissory Note or Notes to be cancelled accordingly, and to authorize their Treasurer to issue one other Note in lieu thereof, for the said total Amount above mentioned, which new Note shall be expressed to be payable *pro ratâ* with the Shares or Stock in the said Undertaking, in the same Manner as such Shares or Stock are directed to be paid off and discharged by the said recited Acts, with Interest in the meantime after the Rate of Five Pounds *per Centum per Annum*, and shall be marked with a Number corresponding with the one affixed or to be affixed to such Share in the Books of the said Company; and that in Cases where the Promissory Notes of the Treasurer of the said Company, so intended to be cancelled, shall have been given for or comprize Calls, or any Part of Calls, made in respect of Two or more Shares in the said Undertaking, then when and as often as the Proprietor or Proprietors of all the Shares in respect

of which such Note or Notes shall have been given, shall tender and deliver to the said Directors the whole of the Notes so given for the several Calls made on such Shares to be cancelled, in order that new Notes may be given in lieu thereof, to be made payable *pro ratâ* with the Shares or Stock in the said Undertaking as after mentioned, it shall and may be lawful for the said Directors, and they are hereby required, at the Expence in all Things of the Proprietor or Proprietors making such Application, to cause such Notes to be cancelled accordingly, and to authorize their Treasurer to issue other Notes in lieu thereof, each of such new Notes to be given for the Sum of One hundred and twenty-one Pounds Eight Shillings and Nine-pence Halfpenny (the total Amount of respited Calls on each Share as aforesaid,) and to be made payable *pro ratâ* with the Shares or Stock in the said Undertaking, in the same Manner as such Shares or Stock are directed to be paid off and discharged, in and by the said recited Acts, with Interest in the meantime after the Rate of Five Pounds *per Centum per Annum*, and to be marked with a Number corresponding with the respective Numbers affixed or to be affixed in the Books of the said Company on each of such Shares; and from and after any such Promissory Note or Notes of the Treasurer of the said Company shall have been so cancelled, and other Note or Notes payable *pro ratâ* with the Stock or Shares in the said Undertaking given in the Room thereof as aforesaid, then the Proprietor or Proprietors of the Share or Shares in the said Undertaking, previously attached as aforesaid to such Note or Notes so cancelled, or for the Calls on which such Note or Notes were originally issued (as the Case may be,) shall be released and discharged from all Obligation to pay any respited Calls in respect of any such Share or Shares; and all and every such Share and Shares shall be for ever released and discharged from all liability to Forfeiture on account of the Nonpayment of any of the said respited Calls, in the same Manner as if such respited Calls had been duly paid and made Stock under the Provisions of the said recited Acts.

Such New Notes to be transferrable by Indorsement, and to be considered as Stock, for the Purpose of being paid off or discharged.

V. Provided always, and be it further enacted, That all such Promissory Notes of the Treasurer of the said Company, so to be issued and made payable *pro ratâ* with the Shares or Stock in the said Undertaking shall be transferrable by Indorsement, and until discharged or purchased as after mentioned, the Interest thereof shall be paid and secured in the same Manner, and with the same Preference and Priority in all Respects as by the said Act passed in the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third is provided with respect to the Interest on the said original Promissory Notes; and the Principal Monies made payable by such Promissory Notes shall, for the Purpose of being paid off and discharged or purchased, as after mentioned, be considered as Stock in the said Undertaking, and shall be paid off and discharged or purchased by means of the Surplus and Sinking Funds created by the said recited Acts, in the same Manner in all Respects as in and by the said recited Acts, or any or either of them, is directed with respect to the Stock or Shares in the said Concern.

Enabling the Directors to renew Notes worn out, defaced, or lost.

VI. Provided always, and be it further enacted, That when and as often as any Promissory Note of the Treasurer of the said Company shall be worn out, or so obliterated or defaced as to render it necessary or expedient

dient to renew the same, it shall and may be lawful for the said Directors, on the Application and at the Expence in all Things of the Holder of such Note, and upon having the same delivered up to them to be cancelled, to issue a new Note in the Room thereof for the same Amount, and of similar Tenor and Effect, but to bear Date at the Time of the issuing thereof, and to be made payable to the Holder or Person entitled to such Note so delivered up to be cancelled; and in like Manner, upon the Loss or Destruction of any Note of the Treasurer of the said Company, it shall and may be lawful for the said Directors, when and as often as it shall so happen, if they shall so deem it expedient, on the Application and at the Expence in all Things of the Person or Persons entitled to such lost or destroyed Note, to renew the same by issuing another Note in the Room thereof for the same Amount, and of similar Tenor and Effect, but to bear Date at the Time of the issuing thereof, and to be made payable to the Person or Persons entitled to such lost or destroyed Note, they the said Directors taking such Indemnity against all Losses or Expences which may be incurred by the Renewal of such lost or destroyed Note, as they may think proper; and all such renewed Notes shall, for the Purposes of the said recited Acts and this Act, be considered the same in all Respects as the original Notes in the Room of which the same were issued.

Power to dispense with the Production of any Notes lost or destroyed.

VII. Provided also, and be it further enacted, That in all Cases where it may be requisite, for the Purposes of the said recited Acts or of this Act, that any Promissory Note or Notes of the Treasurer of the said Company should be produced to the said Directors, or to the Treasurer of the said Company, it shall and may be lawful for the said Directors to dispense with the Production thereof, in case it shall satisfactorily appear to them that the same cannot be produced, owing to the Loss or Destruction thereof, or to any other unavoidable Cause.

Penalty on Persons obstructing the Passage on the Towing Paths.

VIII. And be it further enacted, That if any Person or Persons shall place any Timber, Stone, or other Thing upon or across any of the Towing Paths made under the Authority of the said recited Acts, or shall do any other Act whatsoever whereby the free Use of either of the said Towing Paths for the Purposes of the Navigation shall be obstructed or impeded, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds.

For altering the Thresholds of the Tails of the Locks.

IX. And whereas by the said first recited Act, it was enacted, that it should be lawful for the said Company, and they were thereby required to make, complete, and maintain a Canal or Entrance Bason in *Rownham Mead*, in that Part of the Parish of *Clifton* which lies in the City of *Bristol*, to contain Six Acres at least, to be provided with Two Locks at the Westward End thereof; the Gates of One Lock to be Forty-five Feet wide, and of the other Thirty-three Feet wide, and the Thresholds of the Tails thereof to be laid at least Three Feet below Low Water Mark at *Rownham Ferry*: And whereas great Inconvenience hath arisen from the Thresholds of the Tails of such Locks being laid Three Feet below Low Water Mark as aforesaid, whereby the Aprons of the said Locks cannot be cleaned, and Mud and other Obstructions have been found to gather and accumulate, which greatly impede the traversing of the Dock Gates: And whereas it is expedient and necessary that such Inconvenience

nience should be removed; be it therefore enacted, That from and after the passing of this Act, it shall and may be lawful to and for the Directors of the said *Bristol* Dock Company, and they are hereby authorized and empowered, if they shall so think proper or expedient, to cause the Thresholds of the Tails of the said Locks to be raised to any Height not exceeding Two Feet above their present Position; any thing in the said Act contained to the contrary notwithstanding.

Office of Clerk and Treasurer not to be held by one Person.

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

Extending the Powers of the former Acts to this Act.

XI. And be it further enacted, That all and every the Clauses, Powers, Provisions, Penalties, Matters, and Things contained in the said recited Acts, and applicable to this Act (except such Part or Parts thereof as is or are hereby altered or varied), shall, from the passing of this Act, extend to and be executed as well for the Intents and Purposes of the said recited Acts as of this Act, and that as fully and effectually to all Intents and Purposes as if such Clauses, Powers, Provisions, Penalties, Matters and Things were repeated and again enacted in the Body of this Act.

To prevent indecent Bathing.

XII. And whereas it is expedient that indecent and improper Bathing in the Floating Harbour, between the Overfall Dam at the *Redcliff* called *Rownham Dam*, and the Overfall Dam at the Engine Mills called *Netham Dam*, and in the New Course of the River *Avon*, constructed by the said Company, between *Rownham Dam* aforesaid, and the Dam erected across the said River at *Temple Mead*, and also in any of the Basins or Locks constructed by the said Company, should be prevented; be it therefore enacted, That the said Directors shall, and they are hereby authorized to cause a Notice or Notices to be affixed wherever they may think fit, on any Post, or on the Front of any Wharf, Wall, or Building adjoining the said Floating Harbour, and the said New Course of the River *Avon*, within the Limits aforesaid, directing that no Person shall, from and after Seven of the Clock in the Morning, and during so long as Day-light shall continue, undress himself on the Shore of the said Floating Harbour, or of the said New Course of the River *Avon*, or of the said Basins or Locks, or shall expose his naked Body to public View for

for the Purpose of Bathing within the Limits to be prescribed by such Notice or Notices as aforesaid; and if any Person shall act contrary thereto, he shall for every such Offence forfeit and pay any Sum not exceeding Twenty Shillings to any Person who shall make Complaint thereof before the Mayor or any One of His Majesty's Justices of the Peace for the said City and County of the City of *Bristol*, or in Default of Payment thereof, shall be committed to Prison by the said Mayor or Justice, there to remain for any Time not exceeding Forty-eight Hours.

For paying the Expences of this Act.

XIII. And be it further enacted, That all the Charges and Expences incident to or attending the obtaining or passing of this Act, shall be paid out of the Rates and Duties received or to be received by the *Bristol* Dock Company, under the Provisions of the said recited Acts, in preference to all other Payments whatsoever.

For Service of Notices.

XIV. And be it further enacted, That in all Cases wherein it may be necessary or requisite, under the Provisions of the said recited Acts or this Act, or otherwise, for any Person or Persons, or Party or Parties, to serve upon the said Company any Notice or Notices, Writ or Writs, or other judicial or legal Proceedings, the Service of such Notice or Notices, Writ or Writs upon any one of the Directors of the said Dock Company, who shall be resident within the said City and County of the City of *Bristol*, or upon the Treasurer or Treasurers, Clerk or Clerks of the said Company, or left at the Office of the said Company, or at the usual Place or Places of Abode of such Director, Treasurer or Treasurers, Clerk or Clerks, shall be deemed good and sufficient Service of the same respectively upon the said Company.

For securing transient Offenders.

XV. And whereas Offences may be committed against the said recited Acts and this Act, some or one of them, by Persons unknown to the Officer or Officers acting in the Execution of the said recited Acts and this Act; be it therefore enacted, That it shall be lawful for any of the said Officers respectively, and such other Person or Persons as he or they shall call to his or their Assistance, without any other Warrant or Authority than this Act, to seize and detain any unknown Person or Persons who shall commit any such Offence or Offences, and take him, her, or them before any Justice of the Peace of the County, City, or Place where such Offence shall have been committed, to be dealt with according to Law; and such Justice is hereby empowered and directed to proceed immediately to the hearing and determining of the said Complaint.

Recovery and Application of Penalties.

XVI. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences in the said recited Acts, and in this Act mentioned, in relation to which the Manner of convicting the Offenders is not particularly mentioned or directed, shall be adjudged by and recovered before any Justice of the Peace for the County, City, or Place where the Offence shall have been committed, and not elsewhere, in a summary Way, and who is hereby authorized and empowered to convict the Offender or Offenders, upon Information by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation such Justice is hereby authorized to administer); and that in Default of Payment of such Penalties or Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by

Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained, (the reasonable Charges of such Distress and Sale being first deducted), and one Moiety of the Penalties and Forfeitures, when recovered, shall be paid to the Informer, and the other Moiety thereof shall be paid to the Treasurer of the *Bristol* Dock Company, to be by him applied to the Purposes of the said recited Acts and this Act; and in case such Penalties and Forfeitures shall not be paid upon Conviction, then it shall be lawful for such Justice to order the Offender or Offenders so convicted, to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice for his, her, or their Appearance before such Justice, on such Day or Days as shall be appointed for the Return of such Warrant of Distress, such Day or Days not being more than Three Days from the Time of taking any such Security, (and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise); but if upon the Return of such Warrant, it shall appear that no sufficient Distress can be had thereupon, then and in such Case it shall be lawful for such Justice, and he is hereby authorized and required by Warrant under his Hand and Seal, to commit such Offender or Offenders to the Common Gaol or House of Correction for the County, City, or Place where such Offender or Offenders shall live or reside, there to remain for any Time not exceeding Three Calendar Months.

XVII. 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. Public Act.

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