



ANNO SEXTO

GEORGIIV. REGIS.

Cap. cxcix.

An Act for making and maintaining a Canal for Ships and other Vessels, to commence at or near *Seaton Bay*, in the County of *Devon*, and terminating in the *Bristol Channel*, at or near *Stolford*, or *Bridgwater Bay*, in the County of *Somerset*, with several collateral Branches to communicate therewith. [6th July 1825.]

WHEREAS the making and maintaining of a navigable Canal for effecting a Junction or Communication between the *English* and *Bristol* Channels, to commence and open from the former Channel at, from, and by means of an artificial Port or Harbour to be made and constructed in the Cove of *Beer*, otherwise *Seaton Bay*, in the Parish of *Seaton* and *Beer*, in the County of *Devon*, on the one End, and to commence and open from the latter Channel at, from, and by means of an artificial Port or Harbour to be made and constructed at or near *Stolford*, in the Parish of *Stogursey*, in the County of *Somerset*, for the Transit or Passage of Ships, Barges, Boats, and other Vessels, would open an important and improved Communication for Vessels employed in the Coasting and other Trades, for the Conveyance of Goods, Wares, and Merchandize to and from different Parts of this Kingdom and Foreign Countries, and would in many Cases be less expensive and dangerous,
[Local.] 67 E by

by avoiding the Necessity of passing round the *Land's End*, and would also be beneficial in facilitating the Transport of Goods, Wares, and Merchandize along the Line of Country through which it would be carried, and would generally be of great public Utility: And whereas the Persons herein-after named, and others, are willing and desirous, at their own Expence, to make and execute the said Canal, Ports, and Harbours, and the other necessary Works for the Purposes aforesaid, 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 the Right Honourable the Earl of *Cork and Orrery*, the very Reverend the Dean of *York*, Major General Sir *James Kempt*, *John Adams*, *M Ainger*, *John Aitchison*, *Josias Dupre Alexander*, *James Alexander*, *John Allen*, *James N Anderdon*, *J Hughes Anderdon*, *William Anderson*, *John Anderton junior*, *Isaac Anderton*, *John Armistead*, *Joshua Baraclough*, *John Barker*, *John Barge*, *G. W. Barrow*, *Thomas Bent*, *James Benson*, *Greenwood Bentley*, *John Bennet*, *Montague Baker Bere*, *James Bilton*, *J Blood*, *Thomas Blake*, *P Blackmore*, *Samuel Bosanquet*, *Morton Bond*, *Francis Bond*, *Edward Bond*, *W Bond junior*, *Frederick Bond*, *John Bottomley*, *J Board*, *Timothy Bramah*, *Samuel Brooke*, *Samuel Brown*, *John Brown*, *Benjamin Braidley*, *George Bridges*, *George Brown*, *John Brickley*, *Launcelot Burton*, *John Buckley*, *J Budd*, *John Campbell*, *E. Campbell*, *John Cattle*, *Charles Chapman*, *David Chambers*, *Ann Chamberlain*, *William Clay*, *Robert Clough*, *R. Cobbett*, *James Cochrane*, *Michael Collin*, *Edward Cooke*, *John Cooke*, *William Cooper*, the Reverend *Coplestone* Doctor in Divinity, *Robert Colmer*, *Charles Cope*, *John Cope*, *John Cousen*, *James Cousen*, *James Cousen junior*, *James Crankshaw*, *William Cribb*, *Daniel Cropper*, *Caleb Crowther M. D.*, *Jane Dandy*, *William Dawson*, *Richard Dawson*, *C. H. Dawson*, *Thomas David*, *Thomas Deane*, *George Deane*, *Peter Deane*, *George Webb Derenzy*, *Henry Desborough*, *William Duckworth*, *James Ducket*, *William Duff*, *Jonathan Duncan*, *George Dyson*, *Henry Lees Edwards*, *F Eggington*, *James Richard Elliott*, *John Elliott*, *William Elliott*, *George C Etwall*, *Edward Entwistle*, *Robert Faulding*, *John Fielding*, *Joseph Fletcher*, *George Flowers*, *Thomas Foljambe*, *George Forbes*, *Charles Franks*, *J W Freshfield*, *John Galsworthy*, *Matthias Deighton Gibbon*, *Peter Glover*, *Daniel Goskell*, *Titus Gatrix*, *John Graveson*, *G Gray*, *Sarah Guppy*, *Thomas Hall*, *William Hall*, *S. Hall*, *M. Halliday*, *Thomas Hamlet*, *John Hampson*, *William Hampson*, *William Hanning*, *Lancelot Hardman*, *Joseph Hardcastle*, *William Hargreaves*, *Charles Harris*, *Henry Harris*, *Alfred Harris*, *Susannah Harris*, *William Bown Harrison*, *Anthony Hart*, *J Hartley*, *James H Heron*, *Benjamin Heywood*, *Thomas Heywood*, *Richard Heywood*, *W. Hill*, *Robert Hoffman*, *Benjamin Horner*, *James Horrox*, *W. Hoyland*, *Robert Hunt*, *Thomas Hurst*, *John Hustler*, *John Hustler junior*, *W Jackson*, *A. R. Jacob*, *W. H. Johnson*, *Sarah Jowett*, *Abraham Jubb*, *M. S. Kenny*, *Thomas H. King*,

Proprietors.

H. King, J. Berry King, Thomas King, Thomas N King, Samuel King, the Reverend N J Knapp, Samuel Laycock, C. Leary, Flintoff Leatham, John Lee Lee, John Lee, Samuel Lenox, John Letts, Kensington Lewis, G. T. Lister, Edward Lloyd, John Lomax, Richard P. Lowther, J Lyde, Samuel Margeryson, Edward Marland, Thomas Marland, G. H. Melhuish, Thomas Merrick, James Millar, J Milliken, Thomas Milthorpe, William Minier, Michael Mitton, Samuel M'Morris, Ninian M'Morris, Richard Muir, J Todd Naylor, Henry O Neal, J G Norcutt, William John Norris, Edward James Norris, Ruth Oxley, Charles Elton Prescott, the Reverend William Palmer Doctor in Divinity, M E Palmer, John Parnell, Jonas Patchett, J Paterson, Daniel Peckover, Richard Pemberton, William Perfect, William Perks, Andrew Peterson, Hesther Peterson, Robert Phillips, Thomas Pitt, Stephen Pitt, John Piggott, David Pollock, Alexander Powell, Charles Pugh, R Price, Thomas Proctor, D Proudman, Thomas Pullan, F Purden, T. S. Rawson, Christopher Rawson, Charles Reade, Richard Read, Mary Redfurn, George Redman, Thomas Rishworth, Thomas Rishworth junior, S. Rishworth, R Rishworth, James Rishworth, James Riste, Evan Roberts, W. Robertson, John Roby, John Rouse, William Rouse, Edward Sharpe, George Shaw, W Shearman M. D., Henry Shollbred, T Simes, M Singleton, Thomas Smith, Josiah Smithson, Lancelot South, Isaac Spencer, Robert Stenbridge, John Sutton, George Swabey, William Taylor, Thomas Taylor, James Teale, Edward Tew, Jonathan Thompson, W Thorowgood, Samuel Thwaite, W Tombs, John Toms, John Tootal, G. N. Tootal, Charles Tootal, Thomas Tootal, Edward Trueman, Joseph Trueman, George Tyrrell, Joseph Vernon, Joseph Wade, James Wade, John Cooper Wallace, John Waterhouse, George Watts, Pearson Watton, Elizabeth West, Mary Ann West, E. Georgiana Weston, James Weston, M. Whitehead, Charles Whiteley, N Whitley, George Wilkinson, Joshua Wilson, John Woodcock, George E. Wood, Abraham Wood, John Wood, John Wood junior, James Worthington, William Whitton, John Lewis White, James Ward, Ellis Yates, and Thomas Yates, and their respective Successors, Executors, Administrators, and Assigns, or such of them as shall from Time to Time be possessed of any Share or Shares in the Navigation or Undertaking hereby authorized to be made and carried on, and also all such other Person or Persons as shall from Time to Time be possessed of any Share or Shares therein, in manner herein-after provided, and their respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for the carrying on, making, completing, and maintaining the said intended Canal for Ships, Barges, Boats, and other Vessels, and the said Ports or Harbours of Entrance thereto, according to the Powers and Authorities, Rules, Orders, and Directions herein-after set forth and expressed for that Purpose, and shall be One Body Politic and Corporate, by the Name of "The Company of Proprietors of the English and Bristol Channels Ship Canal," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and shall also have full Power and Authority to purchase and

Corporate
Name.

and hold Lands, Tenements, and Hereditaments, to them, their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Forfeitures or Penalties of the Statutes of Mortmain.

Power to
make the
Canal and
other Works.

II. And be it further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated, and they are hereby authorized and empowered, from and after the passing of this Act, by themselves, their Deputies, Agents, Officers, Workmen, and Servants, to make, complete, and maintain a Canal or Navigation, together with the said Ports or Harbours of Entrance thereto, navigable and passable for Ships or Vessels, Barges, Boats, and other Craft, the Canal to open and commence at and from, and out of and into the said Cove of *Beer*, otherwise *Seaton Bay*, in the Parish of *Seaton* and *Beer* in the County of *Devon*, and into, through, and over the several Parishes or Places of *Beer* and *Seaton*, otherwise *Seaton* and *Beer*, *Colyton*, *Musbury*, *Widworthy*, *Shute*, *Kilminster*, *Arminster*, *Membury*, *Yarcombe*, and *Thorncombe*, in the County of *Devon*; the several Parishes or Places of *Chardstock*, *Wambrook*, *Stockland*, *Dalwood*, *Burstock*, *Mosterton*, and *Chedington*, in the County of *Dorset*; and the several Parishes or Places of *Chard*, *Chard Borough*, *Winsham*, *Wayford*, *Seaborough*, *Misterton*, *Crewkerne*, *Chaffcombe*, *Knowle*, *Saint Giles*, *Combe Saint Nicholas*, *Ilminster*, *Donyatt*, *Buckland Saint Mary*, *Broadway*, *Ashill*, *Curland*, *Staplefitzpaine*, *Bickenhall*, *Hatch*, *Beauchamp*, *West Hatch*, *Thurlbear*, *Stoke Saint Mary*, *Thorn Falcon*, *Ruishton*, *North Curry*, *Stoke Saint Gregory*, *Creech Saint Michael*, *West Monkton*, *Durston Lyng* otherwise *East Lyng*, *North Newton*, *North Petherton*, *Durleigh*, *Bridgwater*, *Wembdon*, *Chilton Trinity*, *Cannington*, *Otterhampton*, *Stockland*, *Bristol*, *Stogursey*, and *Little Stoke*, all in the said County of *Somerset*, to the Sea Shore below the Town of *Stolford*, in the Parish of *Stogursey*, in the County of *Somerset*, in the Bay of *Bridgwater*; and also in like Manner to make, complete, and maintain Four Reservoirs, for the better supplying of Water to the said Canal or Navigation, one at *Seaborough* in the County of *Somerset*, and Parishes of *Mosterton*, *Misterton*, *Seaborough*, and *Crewkerne*; one other at *Fulling Mill* in the said County, and Parish of *Winsham*; one other at *Yarcombe*, in the Counties of *Somerset* and *Devon*, and Parishes of *Yarcombe* and *Membury*; and one other at *Ridge*, in the County of *Dorset* and Parish of *Chardstock*; and to make, complete, and maintain navigable Canals or Feeders therefrom respectively, into and to the said Canal; and also to make, complete, and maintain, at or upon the Sea Shore or Coast, at the Points and Places at and from which the said Canal is to commence in the Harbour of *Beer* or *Seaton*, and *Bridgwater Bay* respectively, Two Ports or Harbours, with their Pier Heads or Jetties, Breakwaters, Walls, and other necessary Works respectively, for the Entrances of the said Canal, and the Passage of Ships and Vessels into and from the Sea; together with such interior Ports or Harbours, Locks, Docks, Basins, and other necessary Works and Conveniences for the said Navigation, and to supply the said Canal, and also the said Four Reservoirs, and the said Canal or Feeders, and the said Harbours, Locks, Docks, Basins, and other Works, for the general Purposes of the

the said Navigation or Undertaking whilst making, and at all Times hereafter, with the Flood Waters as may be necessary for the Purposes of the said Navigation as herein-after particularly mentioned and specified; and to make, raise, and erect such Steam Engines, and other Machines or Engines as may be necessary for the raising and supplying Water for any of the Purposes of this Act; and also make, for the Purposes of supplying the said Canal or Navigation and Reservoirs, and each and every of them respectively, or any Parts thereof with Water; such and so many Soughs, Tunnels, Channels, Feeders, Aqueducts, Headways, Archways, and other necessary Works as they shall think fit; and also to cleanse, scour, cut, dig, open, deepen, enlarge, or straighten all Springs, Streams, Brooks, and Watercourses, which, by virtue of the Powers of this Act shall be brought into or communicate with the said Reservoirs, Feeders, Pits, Harbours, Locks, Docks, Basins, and Aqueducts, or any of them; and also, for the Purposes aforesaid, to cut or raise the Banks of any of the Streams, Brooks, and Watercourses aforesaid, and to make proper Trenches or Passages for Water in and upon the Lands or Grounds adjoining or near to the said Canal, Reservoirs, Feeders, Channels, Ports, Harbours, Locks, Docks, Basins, and Aqueducts respectively, or any of them; 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 His said Majesty, or of any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out or ascertain such Parts thereof as they shall think necessary and proper for making the said Canal, and the said Reservoirs, with their Feeders, and the Ports and Harbours, and all such Locks, Docks, and Basins near and adjoining the said Ports or Harbours of Entrance, and all other Matters, Works, and Conveniences as they shall think proper and necessary for making, effecting, preserving, improving, completing, maintaining, and using of the said Canal and Navigation, and the other Works thereunto belonging; and also to bore, search for, dig, cut, trench, sough, get, remove, take and carry away, and use, 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, Reservoirs, Harbours, Locks, Docks, Basins, Feeders, Aqueducts, or other Works, or out of the Lands and Grounds of any Person or Persons adjoining or lying contiguous thereto within the Limits aforesaid, and which may be necessary, requisite, or proper for making, carrying on, or continuing, maintaining or repairing the said intended Canal and Navigation, and the said Ports or Harbours, Locks, Docks, Basins, and other the Works thereunto belonging, and hereby authorized to be made and carried on; and also remove and carry away, and lay Earth, Clay, Rock, Stones, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel and Sand, or any other Matters or Things which may hinder, prevent, or obstruct the making, using, or completing, extending, and maintaining the said Canal or Navigation, or of any such Ports, Harbours, Locks, Docks, or Basins, Reservoirs, Feeders, Channels, Aqueducts, Trenches, Passages, and Watercourses, or any other the Works aforesaid, hereby authorized to be made and constructed; and to make, build, erect, and set up, in and upon the said intended

[*Local.*]

67 F

Canal

Canal or Navigation, the said Ports or Harbours, Basins or Locks, Docks, Reservoirs, and Feeders, and other the Works hereby authorized to be made, or any of them, or upon the Lands adjoining the same respectively, such and so many Bridges, Piers, Jetties, Breakwaters, Arches, Tunnels, Aqueducts, Sluices, Locks, Flood Gates, Gates, Pens, Weirs, Water Tanks, Dams, Drains, Wharfs, Quays, Houses, Warehouses, Toll Houses, Watch-houses, Lighthouses, Landing Places, Weighing Beams, Fire Engines, or other Machines, and all other such Works, Ways, Roads, Towing Paths, and Conveniences, as and where the said Company of Proprietors shall or may think requisite or convenient for the Purposes of the said Canal and Navigation, and the other Works thereof; and also from Time to Time to alter, repair, amend, or discontinue the same, and to divert, alter, widen, enlarge, or extend any Bridges, Ways, Roads, Passages, Cuts, Locks, Soughs, Tunnels, Basins, Docks, Feeders, Aqueducts, Sluices, Trenches, or other Works, as well for the carrying and conveying of Coals, Stones, or other Minerals, Goods, Wares, Merchandizes, and other Articles and Things, to and from the said intended Canal and Navigation, and other Works aforesaid, or any of them, or for the carrying and conveying of all manner of Materials necessary for the erecting, making, finishing, altering, amending, widening, deepening, enlarging, or maintaining the said Canal and Navigation, and the Works of or belonging to the same, or useful for any Purpose therein; and also to place, lay, work, or manufacture the said Materials on the Grounds or Lands adjoining to the Place or Places where the said Works, or any of them, shall 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 or other Channels, or the Basins, Locks, Docks, Reservoirs, Tunnels, Archways, Headways, Aqueducts, Soughs, Trenches, Passages, Feeders, Watercourses, and Sluices respectively, which shall communicate therewith; and also to make, set, and appoint such Towing Paths, Banks, Roads, and Ways, convenient for towing, haling, or drawing of Ships, Boats, Barges, and other Vessels passing upon the said Canal or Navigation, and other navigable Channels or Feeders, with Men, Horses, or otherwise, and proper Places for Boats and other Vessels navigated upon the said Canal or Navigation to turn, lie, and 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, Streams, or Brooks, for the making, using, maintaining, and repairing of the said Canal or Navigation, and Towing Paths on the Sides thereof, and to make such Roads and Ways as shall be found necessary under the Powers and Provisions of this Act, 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 by which the Use or Occupation shall be obstructed or rendered inconvenient in consequence of making the said Canal, or the said Canals or Feeders of the said Reservoirs, or any 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 such Ports or Harbours, Locks, Docks, Basins, Sluices,

Sluices, Flood Gates, Weirs, Pens for Water, Water Tanks, Reservoirs, or Dams for the Use of the said Canal or Navigation, or other Works belonging thereto; and also 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 using of the said Canal or Navigation, Harbours, Reservoirs, 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 hereinafter mentioned to His said Majesty, and to the Owners and Proprietors of, and all Persons interested in the Lands, Tenements, or Hereditaments, Waters, Watercourses, Brooks, or Rivers respectively, which shall be taken and removed, diverted or prejudiced, for all Damages to be by them sustained in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Deputies, 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 Provisoos and Restrictions as are herein-after mentioned.

III. Provided always, and be it further enacted, That the said Company of Proprietors shall have full Power and Authority to use and apply the Water from all such Brooks, Streams, Rivulets, and Watercourses which shall flow and be found in digging and making the said Canal, and the said Feeders and Reservoirs, or at any Distance from the Line of the said Canal, or from the said Feeders and Reservoirs respectively, not exceeding One hundred Yards, for the necessary Purposes only of making, puddling, and constructing the said Canal, Feeders, and Reservoirs, and of making and constructing the said Locks, Docks, Basins, Harbours, and other Works thereunto belonging; the said Company of Proprietors making Compensation to the Owners or Persons interested in such Waters, or any of them, in manner herein-after provided.

To enable
Company to
use Brooks,
&c. for form-
ing Canal.

IV. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, or any Person or Persons acting by or under their Authority, to divert, alter, or change the Course or Courses of the Rivers *Parrett* or *Tone*, or either of them, in any Manner whatsoever, or to take the said Waters of the said Rivers, or any Part thereof, or any of the Waters of the Rivers, Brooks, or Streams that flow or fall into the said Rivers *Parrett* and *Tone*, or either of them, for the Purpose of supplying the said Canal, Reservoirs, Feeders, Ports, Harbours, Locks, Docks, Basins, and other Works, or any or either of them, with Water, or for the Purpose of scouring out or cleansing the same, or any or either of them, or for any other Purpose whatsoever.

Not to take
the Waters
of the Rivers
Parrett and
Tone.

V. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors, or their Successors,

For protect-
ing the
Waters of

the Axe and Yarty and Wambrook Stream.

Successors, or any other Person or Persons acting by or under their Authority, to take or use the Waters of the Rivers *Axe* and *Yarty*, and the *Wambrook* Stream; in the Counties of *Devon* and *Somerset*, or any Part thereof, or any of the Waters of the Rivers, Brooks, or Streams that flow into the said Rivers and Stream, for the Purpose of supplying the said Canal, Reservoirs, Feeders, Ports, Harbours, Locks, Docks, Basins, and other Works with Water, or for the Purpose of scouring out or cleansing the same, or any or either of them, or for any other Purpose whatsoever, save and except as herein particularly provided.

Company may use Flood Waters of Axe and Yarty and Wambrook Stream.

VI. Provided always, nevertheless, and be it further enacted, That the said Company of Proprietors shall have full Power and Authority to take and use, for the Purposes of the said Canal, Feeders, Reservoirs, and other Works hereby authorized to be made and constructed, and for other the Purposes of this Act, the Flood Waters of the said Rivers *Axe* and *Yarty*, and the *Wambrook* Stream, and of the several Rivers, Brooks, and Streams that flow into the same; any thing herein contained to the contrary thereof in anywise notwithstanding.

For ascertaining the Flood Waters of the Axe and Yarty and Wambrook Stream.

VII. And whereas it is expedient that proper Measures should be adopted to prevent the said Company of Proprietors from taking or using, for the Purposes of this Act, any other than the Flood Waters of the said Rivers *Axe* and *Yarty*, and the *Wambrook* Stream, and of the several Rivers, Brooks, and Streams flowing into the same, and to protect the Waters of the said Rivers and Streams; be it therefore further enacted, That in order to ascertain and distinguish between the Flood Waters of the said Rivers and Stream, and the ordinary Flow of the Waters thereof, and of the Rivers, Brooks, and Streams which flow into the same, the Justices assembled at some Quarter Sessions for the said County of *Devon* shall and they are hereby required to nominate and appoint an Engineer or other fit Person, and the said Company of Proprietors shall and they are hereby required to nominate and appoint another Engineer or other fit Person, and such Two Engineers or Persons so nominated and appointed shall nominate and appoint a Third Engineer or fit Person; and such Three Engineers or Persons shall ascertain, by correct Measurements and Observations, the Quantity of Water flowing through the natural Beds of the said Rivers *Axe* and *Yarty*, and the *Wambrook* Stream respectively, at or above the respective Points or Places where the Dams of the several Reservoirs hereby authorized to be made and constructed are intended to be erected and set up; during the Three Summer Months of *June*, *July*, and *August*, once at the least in each of the said Months, and within Two Years from the passing of this Act; and such Three Engineers or Persons, or any Two of them, shall certify their Opinion under their Hands to the Justices of the Peace for the said County of *Devon*, assembled at the next or Second succeeding Quarter Sessions, after such Measurements and Observations shall have been made and taken, and such Certificate shall be left with the Clerk of the Peace for the said County, and shall be a Record of the said Sessions; and the said Company of Proprietors shall and they are hereby required,

required, in order to preserve the usual Flow of Water of the said Rivers *Axe* and *Yarty*, and the *Wambrook* Stream, according to such Certificate, make and construct, and keep and maintain a Channel or Channels on the Sides of and above the Top Water Level of the said Reservoirs hereby authorized to be constructed, so as to conduct and suffer to flow a Quantity of Water equal in amount to the Flow expressed in such Certificate, into the natural Channels of the said Rivers *Axe* and *Yarty*, and the said *Wambrook* Stream respectively, below the said Reservoirs; and in and upon the said Channel or Channels respectively the said Company shall and they are hereby required to construct, and to keep and maintain proper Wastes and Gauges, so as to admit the ordinary Quantity of Water so to be ascertained as aforesaid, to pass off unobstructed, and so as that the Surplus or Flood Water only shall pass and flow into and be retained in such Reservoirs respectively; and such Channel or Channels, Wastes, Gauges, and other Works necessary for the said Purpose, shall be made and constructed under the Direction and to the Satisfaction of the said Engineers or Persons so to be nominated and appointed as herein-before mentioned, or any Two of them; and upon the Completion thereof the said Engineers or Persons, or any Two of them, shall forthwith certify such Completion under their Hands to the Justices assembled in Quarter Sessions for the said County of *Devon*.

VIII. And whereas *John Hathersole Hallett* of *Stedcombe* in the County of *Devon*, Esquire, is or claims to be Lord of the Manor of *Armouth* in the said County, and in Right of such Manor is or claims to be the Owner and Proprietor of the Land on both Sides of the River *Axe*, where the same flows into the *English* Channel, for upwards of a Mile from the Mouth of the said River, and is or claims to be the Proprietor of certain Estates adjoining the said River in the said Parish of *Armouth*, and being other Parts of the said Manor of *Armouth*, and the said *John Hathersole Hallett* is or claims to be the Proprietor of a Harbour at the Mouth of the said River *Axe*, and has used and employed the same for the Purposes of Trade and Commerce: And whereas the Execution of the Canal and other Works hereby authorized, by the Diversion or Abstraction of the Flood and other Waters of the said River *Axe*, and the Rivers and Streams running into the same, may injure the Harbour of the said *John Hathersole Hallett*, and prevent or lessen the profitable Use of the said Harbour, and deteriorate his Property: And whereas the Fishery of the said River *Axe*, to which the said *John Hathersole Hallett* is or claims to be entitled in so much of the River as is bounded by his own Lands on both Sides, may be injured by the Diversion or Abstraction of the Flood and other Waters of the said River *Axe*, and the Rivers and Streams running into the same, for the Purposes of the said Canal and other Works hereby authorized; be it therefore further enacted, That the Owner or Owners thereof may, at any Time after the passing of this Act, or at any Time within Five Years after the opening of the Canal hereby authorized, make a Claim upon the said Company of Proprietors for and in respect of Damage and Injury sustained by him, and agree with and accept and receive, and he and they is and are hereby declared entitled to have and receive of and from the said

For granting
Compensa-
tion to
Mr. Hallett.

[Local.]

67 G

Company

Company of Proprietors, Compensation or Satisfaction for any Damages which shall or may be sustained by him or them by the passing of this Act, or by reason or by means of the Execution of any of the Powers hereby given to the said Company of Proprietors; and in case of any Disagreement, the Compensation and Satisfaction for and in respect of such Damages shall be ascertained and assessed by the Verdict of a Jury in manner herein directed in other Cases, and the Sum so agreed upon or ascertained and assessed shall and may be recovered by the said Owner or Owners from the said Company of Proprietors or their Successors, in manner herein directed in other Cases.

For confirm-
ing an Agree-
ment entered
into with the
Bridgewater
and Taunton
Canal Com-
pany.

IX. And whereas under or by virtue of an Act made in the Fifty-first Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making a navigable Canal from the River Avon, at or near Morgan's Pill in the Parish of Easton in Gordano, otherwise Saint George's, in the County of Somerset, to or near the River Tone in the Parish of Saint James in Taunton, in the said County, and a certain navigable Cut therein described*; and an Act made in the Fifth Year of the Reign of His present Majesty, intituled *An Act to abridge, vary, extend, and improve the Bristol and Taunton Canal Navigation, and to alter the Powers of an Act of the Fifty-first Year of His late Majesty for making the said Canal*; certain Parties became and are incorporated under the Name of "The Company of Proprietors of the *Bridgewater and Taunton Canal Navigation*," with Authority to make and maintain a navigable Canal from the River *Parrett*, near the Town of *Bridgewater* in the said County of *Somerset*, to or near the River *Tone*, at a certain Place called *Fire Pool Mills* in the Parish of *Saint James* in *Taunton*, in the same County, and to construct other Works incident thereto, and with various other Powers and Authorities in relation to the same, as in the said Acts respectively is particularly mentioned: And whereas an Agreement under the Common Seal of the said *Bridgewater and Taunton Canal Company*, and under the Hands and Seals of the other Parties thereto, hath been entered into, of the Date, in the Words, or to the Effect following; (that is to say), "Memorandum of an Agreement made and entered into the Twenty-eighth Day of *March* One thousand eight hundred and twenty-five, between the Company of Proprietors of the *Bridgewater and Taunton Canal Navigation*, incorporated under Acts of Parliament, passed respectively in the Fifty-first Year of the Reign of His late Majesty, and the Fifth Year of the Reign of His present Majesty, of the one Part; and *David Pollock* Esquire, the Reverend *Henry John Knapp*, *Thomas Pitt* Esquire, and *George Elwall* Esquire, (being Members of the Committee of Management of the proposed *English and Bristol Channels Ship Canal*, under the Authority and in pursuance of a Resolution entered into at a Meeting of the Subscribers to that Undertaking held on the Twenty-fifth Day of *March* instant); of the other Part: Whereas the said Parties hereto of the Second Part, together with divers other Persons, have in this present Session made an Application to Parliament for an Act for making and maintaining a Canal for Ships and other Vessels, to commence at or near *Seaton Bay* in the County of *Devon*, and terminating in the *Bristol Channel* at or near *Stolford* or *Bridgewater Bay*, in the County of *Somerset*,

Somerset, with several collateral Branches to communicate therewith, by which Act it is proposed that the said Proprietors of the said Undertaking should be incorporated under the Name of "The Company of Proprietors of the *English* and *Bristol* Channels Ship Canal:" And whereas the making of the said proposed Ship Canal would interfere with the Proprietors of the said *Bridgewater* and *Taunton* Canal: Now the said Parties hereto of the First Part, so far as relates to the said *Bridgewater* and *Taunton* Canal Company, and the said Parties hereto of the Second Part, so far as relates to the said proposed Ship Canal Company, do hereby respectively agree with each other in the Manner following; (that is to say), That the said *Bridgewater* and *Taunton* Canal Company shall sell, and the said Ship Canal Company shall purchase, as from and after the Thirty-first Day of *March* One thousand eight hundred and twenty-five, at or for the Price or Sum of Ninety thousand Pounds of lawful Money of *Great Britain*, the whole of the Bed of the said *Bridgewater* and *Taunton* Canal, so far as the same has been cut, and all the Lands and Hereditaments purchased or agreed to be purchased by the said *Bridgewater* and *Taunton* Canal Company, on the present Line between *Bridgewater* and *Taunton*, and now belonging to the same Company, together with all Bridges, Towing Paths, Wharfs, Roads, Culverts, Drains, Watercourses, Fences, and Appurtenances to the same Premises respectively belonging; and also the Sum of Seven thousand three hundred and seven Pounds One Shilling and Tenpence, or thereabouts, of lawful Money of *Great Britain*, now due and owing to the same Canal Company, by virtue of the Purchases made by the same Company under the Powers of the said Acts incorporating such Company, or one of such Acts, from the Proprietors of Shares in the Debt due on the River *Tone* in the County of *Somerset*, and the Interest to become due from and after the Twenty-fourth Day of *June* One thousand eight hundred and twenty-four, on and in respect of the said Debt; and also a Steam Engine, with the Pumps and Apparatus thereto belonging, which has been ordered by the said *Bridgewater* and *Taunton* Canal Company, but which has not yet been delivered to the same Company, and also all Iron Tram Plates, Bricks, Timber, Materials, and all other the Property and Effects of and belonging to the same Company, and purchased or agreed to be purchased by the same Company for making and constructing the present Line of the said *Bridgewater* and *Taunton* Canal, and the Works relating thereto: That the said Purchase Money of Ninety thousand Pounds shall be paid by the said Ship Canal Company to the said *Bridgewater* and *Taunton* Canal Company in manner following; (that is to say), the Sum of Thirty thousand Pounds, Part thereof, at the End of Three Calendar Months from the passing of the said proposed Act; the further Sum of Thirty thousand Pounds, other Part thereof, at the End of Six Calendar Months from the passing of the said proposed Act, together with Interest on that Sum after the Rate of Three Pounds *per Centum per Annum*, to be computed from the Expiration of the said Three Months from the passing of the said proposed Act; and the further Sum of Thirty thousand Pounds, being the Residue of the said Purchase Money, at the End of Nine Calendar Months from the passing of the said proposed Act, together with Interest on the same Sum after the Rate aforesaid, to be

be also computed from the Expiration of the said Three Calendar Months from the passing of the said proposed Act; and to that end, a Call or Calls of a sufficient Sum of Money from the Proprietors of the said Ship Canal shall be made forthwith after the passing of the said proposed Act; and that upon such Payment of the said Purchase Money, the said Premises so agreed to be sold and purchased as aforesaid, shall be conveyed and assigned by the said *Bridgewater* and *Taunton* Canal Company to the said Ship Canal Company, and Possession shall then be delivered thereof accordingly: That the said *Bridgewater* and *Taunton* Canal Company shall forthwith proceed in cutting so much of the same Canal as hath not already been cut, and in completing the same Canal, and the other Works under the said Acts incorporating the same Company respectively authorized to be constructed, and shall, until the Completion of the said Purchase, act in relation to such Cutting and Completion, and in all other respects in relation to the same Canal, in such or the like Manner as if these Presents had not been executed, and to that end shall be at liberty to use all or any of the Bricks, Timber, Materials, and Effects so hereby agreed to be sold and purchased as aforesaid: That the said *Bridgewater* and *Taunton* Canal Company shall and will duly perform and observe, on their Part, all Contracts and Engagements already entered into by the same Company, and which have not been completed, whether the same be for the Purchase of Lands or Hereditaments; or of the said Engine, Bricks, Timber, Materials, or other Articles or Things, or for any other Purpose, save and except in the Cases herein-after particularly mentioned, and shall and will pay, satisfy, and answer all Damages, Expences, Claims, Demands, and Liabilities which have been already incurred, or which may thereafter, up to and including the said Thirty-first Day of *March* One thousand eight hundred and twenty-five, be incurred by the same Company, or to which the same Company is or may, up to and including the same Day, be liable in relation to the same Canal, save and except in the Cases herein-after particularly mentioned, and shall and will indemnify the said Ship Canal Company from and against the Performance, Observance, Payment, Satisfaction, answering, and bearing of the said Contracts, Engagements, Damages, Expences, Claims, Demands, and Liabilities; and that the said Ship Canal Company shall and will reimburse and pay to the said *Bridgewater* and *Taunton* Canal Company all and every Sums and Sum of Money which may be expended by the said last-mentioned Company, from and after the said Thirty-first Day of *March* One thousand eight hundred and twenty-five, in or towards cutting so much of the said *Bridgewater* and *Taunton* Canal as hath not already been cut, and in or towards completing the same Canal, and such other Works as aforesaid, the same Sum and Sums to be so paid on the Completion of the aforesaid Purchase; and that the said Ship Canal Company shall and will duly perform and observe, on the Part of the said *Bridgewater* and *Taunton* Canal Company, all Contracts and Agreements already entered into, or which may hereafter, before the Completion of the said Purchase, be entered into by any Person or Persons with the said *Bridgewater* and *Taunton* Canal Company, for the cutting of the same Canal, and the Completion of the same Canal, and such Works as aforesaid, or the Supply of Bricks, Timber, Materials,

terials, or other Articles or Things for the Use of the same Canal and Works, so far as respects any Work or Labour to be done or performed, or any Bricks, Timber, Materials, or other Articles or Things to be supplied, from and after the said Thirty-first Day of *March* One thousand eight hundred and twenty-five, and so far as the same Contracts and Engagements may remain to be performed and observed at the Time of the Completion of the said Purchase (but not including therein the Contract for the Purchase of the said Steam Engine, and the Pumps and Apparatus thereto belonging, the same being to be paid for by the said *Bridgewater and Taunton Canal Company*), and shall and will pay, satisfy, answer, and pay all Damages, Expences, Claims, Demands, and Liabilities which may be incurred by the said *Bridgewater and Taunton Canal Company*, or to which the same Company may be liable in relation to the same Canal, from and after the said Thirty-first Day of *March* One thousand eight hundred and twenty-five, and also any Liabilities to which the said *Bridgewater and Taunton Canal Company* are or may be subject in respect of the Interests in the River *Tone*, of the Overseers of the Poor of the Town of *Taunton*, and of the several Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James*, in the County of *Somerset*, or of the Conservators of such River, and shall and will indemnify the said *Bridgewater and Taunton Canal Company* from and against the Performance, Observance, Payment, Satisfaction, answering, and bearing of the same; it being intended and agreed, that all Liabilities up to and including the said Thirty-first Day of *March* One thousand eight hundred and twenty-five, in respect of the said Canal and Premises so agreed to be sold and purchased as aforesaid, shall be borne and satisfied by the said *Bridgewater and Taunton Canal Company*; and that all Liabilities from and after the same Thirty-first Day of *March*, in respect of the same Canal and Premises, shall be assumed, borne, and satisfied by the said Ship Canal Company: Provided always, that the said *Bridgewater and Taunton Canal Company* shall not be bound to furnish any Abstract or other Evidence of their Title to the said Bed of the said Canal, and other the Lands, Hereditaments, and Premises aforesaid, besides the Conveyances, Assignments, and Assurances thereof to the same Company, and any other Documents in their Possession: Provided further nevertheless, that if the said Purchase Money of Ninety thousand Pounds, and the other Monies hereby agreed to be paid on the Completion of the said Purchase, shall not be paid at the Time herein-before in that Behalf mentioned, or within Three Calendar Months afterwards (from whatever Cause the same shall arise), it shall be lawful for the said *Bridgewater and Taunton Canal Company* to rescind and make void this Agreement to all Intents and Purposes: That the said several Parties hereto shall and will use their utmost Endeavours to cause such Provisions to be inserted in the said proposed Act, as may be necessary or expedient, and as their respective Counsel shall advise, and as Parliament may consent to, in order to the carrying of this present Agreement into Effect; and also, if the Usages of Parliament will permit the same, an express Provision, sanctioning this present Agreement, and authorizing and directing the same to be completed, and shall and will take and use all such Steps, Measures, and Means, as

[*Local.*]

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may

may be requisite or proper for the above Purposes : Provided always, and it is hereby further expressly agreed and declared, that if the said proposed Ship Canal Company should not be incorporated by an Act of this present Session of Parliament, then and in such Case these Presents, and every thing herein contained, shall absolutely determine, and be void to all Intents and Purposes :” Now be it enacted, That the said recited Agreement shall be, and the same is hereby ratified and confirmed, and the same shall be binding on the said *Bridgewater* and *Taunton* Canal Company, and on the said Ship Canal Company, hereby incorporated respectively, and so far as respects the said last-mentioned Company, in such and the same Manner as if the same had been entered into by the same Company after the Incorporation thereof ; and the said Agreement shall be carried into Effect and completed, according to the true Intent and Meaning thereof ; and the same respective Companies are hereby invested with all such Powers and Authorities as may be necessary or expedient for carrying into Effect and completing the said Agreement.

Receipt of the Treasurer of the *Bridgewater* and *Taunton* Canal Company, a sufficient Discharge for Payment by Ship Canal Company.

X. And be it further enacted, That the said Three several Instalments of the said Purchase Money of Ninety thousand Pounds, and the Interest of the Two last of such Instalments, and the other Monies payable by the said Ship Canal Company to the said *Bridgewater* and *Taunton* Canal Company, under or by virtue of the said Agreement, shall, as and when the same respectively shall become payable under or by virtue of the said Agreement, be paid by the said Ship Canal Company to the Treasurer or Treasurers for the Time being of the said *Bridgewater* and *Taunton* Canal Company ; and that the Receipt or Receipts of such Treasurer or Treasurers shall from Time to Time be a sufficient and effectual Discharge, or sufficient and effectual Discharges, for such Monies, or any Part thereof ; and that the said Ship Canal Company shall not be liable for the Misapplication or Nonapplication thereof, or of any Part thereof, or in any Manner be bound to see to the Application thereof, or any Part thereof.

Application of the said Sum of 90,000*l.*

XI. And be it further enacted, That the said Three several Instalments of the said Purchase Money of Ninety thousand Pounds, and the Interest of the said Two last Instalments thereof, and the other Monies so hereby directed to be paid to the Treasurer or Treasurers for the Time being of the said *Bridgewater* and *Taunton* Canal Company as aforesaid, and any other Monies belonging or to belong to the same Company, shall from Time to Time be paid and applied by the Treasurer or Treasurers for the Time being of the same Company, under the Orders and Directions of the Committee of Management for the Time being of the same Company, in paying, answering, and satisfying the Expences incurred or to be incurred by the same Company, in or towards cutting so much of the said *Bridgewater* and *Taunton* Canal as hath not been cut at the Date and Execution of the said Agreement, and in or towards completing the same Canal, and the other Works under the said Acts incorporating the same Company respectively authorized to be constructed, and in performing, observing, paying, answering, and satisfying all Contracts, Engagements,

ments, Damages, Debts, Claims, Demands, and other Liabilities to which the same Company are or may be subject or liable, and which are or ought to be performed, observed, paid, answered, and satisfied by the same Company; and the Surplus of the said Purchase, Interest, and other Monies which may ultimately remain after answering the Purposes aforesaid, shall be paid and distributed by such Treasurer or Treasurers, under the like Orders and Directions, to and amongst the Proprietors for the Time being of Shares in the said *Bridgewater* and *Taunton* Canal Company, their Executors or Administrators, in proportion to their several Shares, Rights, and Interests therein; and after the Payment, answering, satisfying, performing, and observing of the said Expences, Contracts, Engagements, Debts, Damages, Claims, Demands, and Liabilities as aforesaid, and the Payment and Distribution of the said Surplus as aforesaid, the said *Bridgewater* and *Taunton* Canal Company shall be dissolved, and cease to be a Body Politic and Corporate.

XII. Provided always, and be it further enacted, That in the meantime, and until the final Payment and Distribution of the said Surplus Monies as aforesaid, the Treasurer or Treasurers for the Time being of the said *Bridgewater* and *Taunton* Canal Company shall, under the Orders and Directions of the Committee of Management for the Time being of the same Company, lay out and invest so much of the said Purchase, Interest, or other Monies as may not for the Time being be wanted for the Purposes of the same Company, in the Name or Names of such Treasurer or Treasurers, in the Parliamentary Stocks or Public Funds of *Great Britain*, or Navy, Victualling, Exchequer Bills, Ordnance Debentures, *East India* Bonds, or other Government or Public Securities in *Great Britain*, which may be varied from Time to Time under the like Orders and Directions; and the said Stocks, Funds, and Securities shall, when the Period shall have arrived for the said final Payment and Distribution, or sooner, if and so far as the Produce thereof may be wanted for the Purposes of the same Company, be sold and converted into Money under the like Orders and Directions; and the Monies to arise thereby shall be paid, applied, and disposed of in the same or the like Manner as the said Purchase, Interest, and other Monies shall be payable and applicable under the Provisions of this Act, or would have been payable and applicable if the same had not been invested as aforesaid; and the Dividends, Interest, and annual Produce to arise in the meantime from such Stocks, Funds, and Securities shall be paid, applied, and disposed of in the same or the like Manner.

Money not wanted to be laid out in Government Securities.

XIII. And be it further enacted, That on the Completion of the said Purchase so agreed to be made by the said Ship Canal Company, of and from the said *Bridgewater* and *Taunton* Canal Company as aforesaid, the said *Bridgewater* and *Taunton* Canal Company shall be and the same Company is hereby released and discharged of and from all Obligation and Liability to which otherwise the same Company would or might have thereafter become subject, to complete or maintain the said *Bridgewater* and *Taunton* Canal, and the other Works by the said Acts incorporating the same Company respectively authorized

The *Bridgewater* and *Taunton* Canal Company discharged from all Liability to maintain the said Canal.

authorized to be constructed, or any Part of the same Canal and Works respectively, or to make good any Damages arising from the same Canal and Works, or having relation thereto, or to maintain the Navigation of the said River *Tone*, or on any other Account in relation to the same Canal, Works, and River respectively, and of and from all Obligation and Liability to which otherwise the same Company would or might have thereafter been or remained subject in respect of the Interests in the said River *Tone*, of the Overseers of the Poor of the Town of *Taunton*, or of the several Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James* in the County of *Somerset*, or of the Conservators of such River; and that so far as the same may be consistent with the other Provisions of this Act, the said Ship Canal Company shall thenceforward assume, bear, and answer, and be subject to all such Obligations, and liable respectively in such or the liable Manner as the said *Bridgewater* and *Taunton Canal Company* would otherwise have been bound to do, or been subject to the same, and with all such Powers, Privileges, Rights, and Authorities in relation thereto, as the said *Bridgewater* and *Taunton Canal Company* would otherwise have been entitled to or invested with.

The Contract entered into to be completed before the Company commence cutting on certain Estates.

XIV. Provided always, and be it further enacted, That notwithstanding any thing herein-before contained, it shall not be lawful for the said Ship Canal Company to commence the cutting of any Part of the proposed Line of the said Ship Canal between the Point at which the same Canal is proposed to enter a certain Estate called *Buckland Farm*, belonging to the Reverend *Robert Gray* Clerk, and situate in the Parish of *Durston* in the said County of *Somerset*, and a certain Place called or known by the Name of *Huntworth* in the same County, near to which the said *Bridgewater* and *Taunton Canal* terminates in the River *Parrett*, until the said Purchase agreed to be made by the said Ship Canal Company of and from the said *Bridgewater* and *Taunton Canal Company* shall have been completed, according to the true Intent and Meaning of the said recited Agreement and of this Act: Provided also, that nothing herein contained shall authorize and empower, or be deemed or construed to authorize or empower the said Ship Canal Company, for any Purpose whatsoever, to do, or cause to be done, before the Completion of the said Purchase, any Act or Thing which may in anywise interfere with the Cutting and Completion by the said *Bridgewater* and *Taunton Canal Company*, of so much of the said *Bridgewater* and *Taunton Canal*, and such of the other Works by the said Acts incorporating the same Company respectively authorized to be made and constructed, as hath and have not been respectively cut and constructed, or which may interfere with the Exercise and Execution by the same Company of any of the Powers and Authorities remaining vested in them under the same Acts respectively, or which may be or become in anywise prejudicial to the same Canal and Works, or to the same Company in respect thereof.

If Contract not completed, the Powers of

XV. Provided always, and be it further enacted, That in case in consequence of the Default of the said Ship Canal Company in the Payment of such Monies as aforesaid, the said recited Agreement shall

shall be rescinded by the said *Bridgewater* and *Taunton Canal* Company under the aforesaid Provision therein contained in that Behalf, then and in such Case the Provisions herein-before contained, for the Payment and Distribution of such Surplus Monies as aforesaid to and among the Proprietors of Shares in the said *Bridgewater* and *Taunton Canal* Company, or their Executors or Administrators, and for the Dissolution of the same Company, shall determine and be void; and thenceforth and for ever thereafter the same Company shall continue and exist for the same Purposes, with the same Powers and Authorities, and subject to the same Obligations and Liabilities, and generally in the same Manner as if the said recited Agreement had not been entered into, and this Act had not been passed; and the said Ship Canal Company shall still and at all Times thereafter remain subject to the aforesaid Restrictions as to cutting the proposed Line of the said Ship Canal between *Buckland Farm* and *Huntworth* aforesaid, and as to doing any Acts or Things to interfere with or be prejudicial to the said *Bridgewater* and *Taunton Canal* Company, or the Canal Works or Concerns thereof.

the Bridge-
water and
Taunton
Canal to
continue.

XVI. Provided always, and be it further enacted, That nothing in the said recited Agreement or this Act contained shall prevent or hinder, or be deemed or construed to prevent or hinder, the said *Bridgewater* and *Taunton Canal* Company from exercising and executing, in the meantime and until the said recited Agreement shall be either completed or rescinded as aforesaid, all or any of the Powers or Authorities remaining vested in them under the said Acts incorporating the same Company respectively.

Not to pre-
vent the
Bridgewater
and Taunton
Canal Com-
pany from
acting in the
meantime.

XVII. Provided also, and be it further enacted, That nothing in the said recited Agreement or in this Act contained shall prevent or hinder, or be deemed or construed to prevent or hinder, the said Ship Canal Company, if the said Company should think proper so to do, from paying the said Purchase Money of Ninety thousand Pounds, and the other Monies payable by the same Company to the said *Bridgewater* and *Taunton Canal* Company, under or by virtue of the said recited Agreement, or any Part of such Monies respectively, earlier than the Time or Times for that Purpose mentioned in the said Agreement; and in the Event of such earlier Payment of any of the said Monies which under the Terms of the said Agreement are to bear Interest, such Interest shall not be payable after the Time of the Payment of such Monies; and in the Event of the whole of the said Purchase and other Monies being paid prior to the Period for that Purpose fixed by the said Agreement, the said Purchase shall then be completed in the like Manner, and with the like Effect and Operation, with reference to the Provisions of the said Agreement and of this Act respectively, as the same would or ought to have been in the Event of such Monies having been paid at the precise Times mentioned in the said Agreement.

Company not
prevented
from paying
the Purchase
Money earlier
than con-
tracted for.

XVIII. And be it further enacted, That it shall be lawful for the said Company of Proprietors to sell and convey so much and such Parts of the Land or Ground of the said *Taunton* and *Bridgewater*

For Sale of
Lands not
wanted.

Canals shall not be taken or wanted for the Purpose of the making the said Canal and Works hereby authorized to be made, first offering the same to the Owners of the adjoining Lands, under the several Powers and Provisions respectively herein-after contained respecting Pieces or Parcels of Lands not wanted for the Purpose of the said Canal.

Company not to make Wharfs, &c. on Lands of Reverend R. Gray.

XIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to permit or authorize the said Company of Proprietors, or any other Person or Persons acting through, from, by, or under them, to erect, build, or make any Wharf, Quay, Lock, Dock, Basin, Reservoir, Recess for mooring Ships or Boats, or any Erection or Building whatsoever (except Bridges and Culverts), or to make any Bricks on any Part of the Farm called *Buckland Farm*, in the Parish of *Durston* in the County of *Somerset*, the Property of the Reverend *Robert Gray* Clerk.

Company to build Three Bridges on the Lands of Reverend R. Gray.

XX. And whereas the said Company of Proprietors, called "The *Bridgewater and Taunton Canal Company*," are bound by Agreement with the said *Robert Gray*, to erect and build Three good and sufficient Bridges over the said Canal on the said Farm called *Buckland Farm*, for the better Occupation thereof; now therefore be it further enacted, That the said Company of Proprietors hereby incorporated, and called "The *English and Bristol Channels Ship Canal Company*," shall and they are hereby required, in making and constructing the said Canal hereby authorized, to erect and place Three good and sufficient Bridges at the least over and across the said Canal, at that Part thereof which will sever the said Estate and Lands of the said *Robert Gray*, called *Buckland Farm*, for the better Occupation thereof.

Fixing the Line of Canal on the Estate of Reverend R. Gray.

XXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to permit or authorize the said Company of Proprietors, or any Person or Persons acting by, from, through, or under them, in cutting the said Canal through *Buckland Farm* aforesaid, to make the Centre Line of the said Canal closer or nearer to the Dwelling House and Offices of the said *Robert Gray* than a direct Line drawn from the North-north-east Corner of *Long Meadow*, to the East-north-east Corner of a certain Piece of Land called *Newlands*, adjoining the Turnpike Road leading from *Taunton* to *Boroughbridge*.

Company not to make Locks, &c. in Sight of Mansell House.

XXII. Provided always, and be it further enacted, That nothing in this Act contained shall empower the said Company of Proprietors to make any Lock, Wharf, Erection, or Building of any Description whatever, (except the Banks of the said Canal between *Coxhill Bridge* and the Road leading from *Taunton* to *Bankland*) which shall be within Sight of *Mansell House*, nor between the same Points to raise the Banks or Defences of the said Canal, or the Water therein, to a Level higher than the present Level of the Banks and Water of the *Bridgewater and Taunton Canal*.

XXIII. Provided also, and be it further enacted, That in case the said Canal to be made under the Powers of this Act, shall not coincide with the Line of the said *Bridgewater* and *Taunton* Canal between the said Bridge called *Coahill Bridge* and the said Road leading from *Taunton* to *Bankland*, the said Company of Proprietors shall sell any Land which may be left on the Western Side of the said Canal in consequence thereof, between the Points aforesaid, to the Owner or Proprietor of *Mansell House* and Grounds, adjoining to the said *Bridgewater* and *Taunton* Canal, if he or they shall be willing to purchase the same; and in case of Disagreement the Value to be settled by a Jury, in the same Manner as is herein-after directed for ascertaining the Value of Lands and Property to be purchased by the said Company of Proprietors.

Company to resell Lands bought of *Bridgewater* and *Taunton* Canal Company, not wanted, to the Proprietor of *Mansell House*.

XXIV. And be it further enacted, That the Lands or Grounds to be taken or used for such Canal or Feeders 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 Eighty Yards in Breadth, measured horizontally, except in such Places where any Lock, Dock, Basin, Reservoir, or Recesses for the lying of Boats or Barges, or other Vessels, out of the Line of the said Canal or collateral Cut hereby authorized to be made, or Pen of Water, shall be made; or where the said Canal, or any Part thereof, shall be raised higher or sunk lower than Fifteen Feet from the Surface of the Land; and except in such Cases where it shall be judged necessary for Ships, Boats, Barges, and other Vessels, to turn, lie, or pass each other; or where any Warehouse, Crane, or Weighbeam 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, Merchandizes, and Things which shall be conveyed on the said Navigation hereby authorized to be made; nor in any Place more than Two hundred Yards in Breadth, without the Consent of the Owner or Owners of any Lands or Grounds through which the said Canal and Navigation will pass, signified in Writing under his Hand, or the Hands of his Agent lawfully appointed thereto: Provided always, that it shall and may be lawful for the said Company, and they are hereby authorized, to make and complete the necessary Locks, Docks, Basins, and other Works, for the Purpose of communicating from and into the said Ports or Harbours of Entrance, in the Places, and in the Manner, and of the Breadth and Width in the said Plan or Book of Reference herein-after mentioned specified and contained.

Breadth of the Canal.

XXV. And whereas Maps or Plans describing the Lines of the said Canal or Navigation, and of the said Reservoirs, and their Feeders above particularly specified, and the Lands through which the same are intended to be carried by virtue of this Act, 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 in the Offices of the Clerks of the Peace for the said several Counties of *Devon*, *Dorset*, and *Somerset*; be it therefore further enacted, That the said Maps or Plans, and Books of Reference, shall remain in the Custody of the several Clerks of the Peace for the said Counties respectively,

Plan and Book of Reference left with the Clerk of the Peace.

respectively, and all Persons shall, at all 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 said Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words of such Copies or Extracts of the said Book of Reference; and the said Company of Proprietors, in making the said Canal or Navigation, and the said Reservoirs, and their Feeders, specified as aforesaid, hereby authorized to be made, shall not deviate more than One hundred Yards from the respective Lines or Courses so described thereof in the said Maps or Plans, and Books of Reference respectively as aforesaid, except as herein-after mentioned.

No Advantage to be taken of any Error or Omission.

XXVI. Provided always, and be it further enacted, 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 collateral Cuts, Feeders, and Reservoirs, and any other Works hereby authorized to be made, or any of them, on account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more Justices of the Peace acting for the said Counties of *Devon, Dorset, or Somerset* (as the Case may be), and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Houses and Gardens not to be injured, except such as are mentioned in the Schedule.

XXVII. And be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any other Person or Persons, to take, use, injure, or damage, for the Purposes of the said Canal or Navigation, or other Works hereby authorized to be made, or any of them, any House or Building which was erected or begun to be built before the First Day of *January* One thousand eight hundred and twenty-five, or any Land or Ground which, on or before the said First Day of *January* One thousand eight hundred and twenty-five, was set apart and used as and for any Garden, Orchard, Yard, Park, planted Walk, or Avenue to a House, without the Consent in Writing of the Owner and Proprietor thereof first had and obtained, except such as are mentioned and particularly described in the Schedule to this Act annexed: Provided always, that if the said Directors shall not, within the Space of Five Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for as herein-after mentioned, the several Houses, Buildings, Lands, Tenements, and Hereditaments which they are hereby empowered to purchase as aforesaid, or so much thereof as they shall deem necessary or proper for the Purposes of this Act, then and from thenceforth those Powers which are hereby granted to them for such Purpose only shall cease, determine, and be utterly void.

Bodies Politic, &c. empowered to convey.

XXVIII. And be it further enacted, That after any such Part or Parts of the said Lands, Grounds, or Hereditaments shall be set out and ascertained as aforesaid, for making the said Canal or Navigation, and the Reservoirs, Canals, and Feeders, or Harbours, Locks, Docks, Basins, and other Works hereby authorized to be made, or any Part or Parts thereof, and for providing and constructing the Wharfs and other Works and Conveniences herein-before mentioned, or any of them,

them, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, Husbands and Guardians of such Tenants for Life or in Tail, or of Tenants in Fee Simple, 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 of, or interested in their own Right, or entitled to Dower or other Interest therein, 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 their Successors; and all such Contracts, Agreements, Sales, Conveyances, and Assurances shall be valid and effectual in the 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.

XXIX. And be it further enacted, That all Conveyances and Assurances which shall be made of any Lands or 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, except in Cases of Purchases of Lands belonging to His Majesty, His Heirs or Successors, for which Provision is herein-after made; (that is, to say),

I, *Sum of* _____ of _____ in consideration of the *Form of*
Sum of _____ to me paid by the Company of *Conveyance.*
 Proprietors of the *English and Bristol Channels Ship 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 Com-
 pany and their Successors for ever, by virtue and according to the
 true Intent and Meaning of an Act passed in the Sixth Year of the
 Reign of His Majesty King *George* the Fourth, intituled [*here set*
forth the Title of this Act]. 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 made by Bodies or Persons empowered by this Act to make the same, shall be valid and effectual in the Law to all Intents and Purposes, and shall be a complete Bar to all Estates, Rights, Titles, Trusts, and Interests whatsoever of any Person or Persons whomsoever theretofore in any Manner interested therein.

[*Local.*]

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XXX. And

Small Pieces
of Land ad-
joining the
Canal to be
purchased by
the Company.

XXX. And be it further enacted, That if in making the said Canal, Reservoirs, and other Feeders, or any of the said Works hereby authorized to be made, any Close or Fields shall be cut through or divided, so that the Owner or Owners of any such Close or Fields shall not have any other Land adjoining or contiguous to what shall be left on each or either Side of the said Canal or Feeders, or either of them, or any of the said Works, then and in every such Case the said Company of Proprietors shall also take and purchase such Piece or Parcel, Pieces or Parcels of such Close or Field so to be left as aforesaid, and shall pay for the same after and in the same Manner as they shall pay for the Land or Ground adjoining thereto required for the Purposes of this Act; provided that the Owner or Owners, Person or Persons, entitled to the Possession and to the Rent and Profits of such Close or Field, and empowered as herein-before expressed to convey for the Purposes of this Act, shall, by Writing under his, her, or their Hand or Hands, require the said Company of Proprietors to take and purchase the same, together with the Land or Ground required for the Purposes of this Act; and all Conveyances made thereof in Manner aforesaid, shall be binding and conclusive in manner herein-before provided.

Company
empowered
to sell Lands
not wanted.

XXXI. And whereas, in pursuance of the Provisions of this Act, 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 or Buildings, it shall 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 or Buildings shall be so sold, or for so much thereof as in such Receipts shall be acknowledged and 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 sell the same to the Owner or Owners of the adjoining Land; and the Price at which the same shall be sold shall, in case of Difference or Dispute as to the Value thereof, be 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 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 purchase the same, it shall be lawful 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 be situate, stating that such Offer was made by or on behalf of the said Company of Proprietors, and that such Person or Persons did not agree, or did refuse 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 was refused,

XXXII. Provided always, and be it further enacted, That in all Cases where by reason of Absence or otherwise the Person or Persons from whom the Lands or Buildings to be re-sold shall have been purchased, or who would have been then entitled thereto as aforesaid cannot be found, it shall and may be lawful to and for the said Company of Proprietors, by public Advertisement inserted Three successive Weeks in some Newspaper published within the County in which such Lands or Buildings shall be situate, or in case there shall be no such Paper, then in the *London Gazette*, to offer to re-sell such Lands or Buildings to the said Person or Persons; and if no Application shall be made to the said Company of Proprietors signed by or on behalf of the said Person or Persons, accepting such Offer, within Six Calendar Months from the Date of the said Advertisement, such Omission or Neglect shall be considered, deemed, and taken as a Refusal on the Part of such Person or Persons to re-purchase the same.

Mode of proceeding where Persons having the preferable Right to re-purchase shall be absent.

XXXIII. Provided always, and be it further enacted, That whenever 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 and 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 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,

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

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 Lands respectively in manner aforesaid.

For adjusting
the Mode of
settling Con-
tracts re-
specting
Copyhold
Lands.

XXXIV. 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 the 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 Manner 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, 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 Lands, Tenements, and Hereditaments held of the said Manor, which shall be so purchased by or vested in the said Company hereby incorporated 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 of such Fines, Heriots, or other Services, the Enjoyment of which will be diminished or lost by the vesting and continuing such Copyhold Premises in a Body Corporate; which Recompence and Satisfaction, if not settled by Agreement between the Parties, shall be adjusted and settled by a Jury in like Manner as the Price of any Land to be taken in pursuance of this Act is directed to be settled in case of Difference or Dispute as to the Value thereof.

Conveyance
of Lords of
Manors of
Lands taken
from Com-
mons to be
sufficient.

XXXV. And be it further enacted, That in all Cases where there shall be occasion to cut through, take, or use Part of any Common or Waste Grounds for the Purposes of this Act, the Conveyance thereof by the Lord or Lady for the Time being of the Manor wherein the same shall be situate, he or she having been first compensated

compensated for the same, 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 any Person having Right of Common upon such Commons or Waste Grounds had joined in and executed such Conveyance; and 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 Ground shall be, and shall be by such Churchwardens received and applied for such general and public Purposes within such Parishes respectively, as a Vestry of every such Parish, to be convened by such Churchwardens for that Purpose, shall direct, except as shall be herein otherwise provided.

XXXVI. And whereas it may happen that, in many Cases not falling under the Provisions herein contained, the Property and Estates of Persons whose Lands may be cut through for the Purposes of the said Canal or Undertaking may be severed and divided, to the Detriment and Inconvenience of the Owners or Proprietors thereof, and it may be found convenient, in order to prevent Disputes and Litigation respecting the Establishment of Bridges or other Communications across the said Canal, that such Lands, or Part or Parts thereof, should, with the Consent of such Owner or Proprietor, be purchased by the said Company; be it further enacted, That it shall be lawful for the said Company of Proprietors, and the absolute Owners or Proprietors of such Lands, and all Persons interested therein, and they are hereby authorized and empowered, at any Time within the Time herein-after limited for the Completion of the several Works hereby authorized to be made, to contract and agree for the Purchase of such Lands, or any Part or Parts thereof, by the said Company, not exceeding Twenty Statute Acres, from any one Owner, at such Price or Prices as shall be agreed upon; and the said Owner or Owners, and all and every the Persons interested therein, shall, in pursuance of such Contract, convey and assure the said Lands to the said Company, and the said Company of Proprietors are hereby authorized and empowered to purchase and take, and to have and to hold the same, subject nevertheless to the Proviso herein-after in that Behalf contained.

Power for the Company to purchase Lands severed and divided by the Canal in certain Cases.

XXXVII. And whereas a considerable Part of a certain Estate, situate and being in the Parishes of *Seaborough* in the County of *Somerset*, and *Mosterton* in the County of *Dorset*, of which Sir *William Oglander* Baronet is the Owner or reputed Owner, consisting chiefly of Meadow and Pasture Land, is and will be required to be taken and used for the Purpose of making One of the Reservoirs hereby authorized to be made, whereby the Enjoyment of the Residue of the said Estate may be rendered less beneficial; be it therefore further enacted, That if the said Company of Proprietors shall require and take any Part of the said Estate for the Purposes aforesaid, and in case the Owner or Owners thereof, at the Time when such Part of the said Estate as shall be required for the Purposes aforesaid, shall in manner herein-before provided be taken by the said Company or

Company to purchase the whole of Sir William Oglander's Estate, if they take any Part of it.

otherwise, at any Time within One Year after the same shall have been taken and paid for, shall by Writing under his, her, or their Hand or Hands require the same, then and in such Case the said Company are hereby required and empowered to take and purchase of and from such Owner or Owners, all the Residue of the said Estate not exceeding Three hundred Acres, or otherwise such Part and so much of the said Residue as shall lie in each or either of the said Parishes severally and respectively; and in case of Disagreement between the said Parties, the Compensation or Price of such Land shall be ascertained and assessed either separately or together with such Part as shall be required for the Purposes of this Act, as the Case may be, by a Jury, and the same shall be paid for and recovered in manner and under all and every the Provisions herein contained, and respectively applicable thereto.

And also the whole of the Lord Sidmouth's Estate, if they take any Part of it.

XXXVIII. And whereas a considerable Part of a certain Estate situate and lying in the Parish of *Membury* in the County of *Devon*, of which the Right Honourable the Lord Viscount *Sidmouth* is the Owner or reputed Owner, is and will in like Manner be required to be taken and used for the like Purpose, to the like Prejudice of the Residue thereof; be it therefore further enacted, That if the said Company of Proprietors shall require and take any Part of the said Estate, and in case the Owner or Owners thereof shall require the same, such Requisition to be made at the Times and in Manner aforesaid, the said Company are hereby required and empowered to take and purchase of and from the said Owner or Owners the Residue of the said Estate, not exceeding One hundred and fifty Acres, and the Compensation or Price thereof shall be ascertained and assessed, and paid for by and recovered from the said Company in manner and under all and every the Powers and Provisions herein contained and respectively applicable thereto.

And also the whole of Higher Seaborough Farm, if they take any Part of it.

XXXIX. And whereas a considerable Part of a certain Estate called *Higher Seaborough Farm*, situate in the Parish of *Seaborough* in the County of *Somerset*, is and will in like Manner be taken and used for the Purpose of making One of the Reservoirs hereby authorized to be made, to the like Prejudice of the Residue thereof; be it therefore further enacted, That if the said Company of Proprietors shall require and take any Part of the said Estate or Farm for the Purposes of this Act, and in case the Owner or Owners thereof shall, at the several Times aforesaid respectively, by Writing under his, her, and their several and respective Hands, jointly require the same, the said Company shall and they are hereby required and empowered to take and purchase the Residue of the said Estate or Farm of the said Owner or Owners, not exceeding Two hundred Statute Acres, and the Compensation or Price thereof shall be ascertained and assessed, and paid for by and recovered from the said Company in manner and under all and every the Powers and Provisions herein contained and respectively applicable thereto.

And also the whole of Mr. Manning's Estate, if

XL. And whereas a considerable Part of a certain Estate called *Sisterhood Farm*, situate and being in the Parish of *Axminster* in the County of *Devon*, of which *Thomas Manning* Esquire is the Owner or

or reputed Owner, will be severed and divided by the said Canal, in such Manner that the Enjoyment thereof may be materially prejudiced; be it therefore further enacted, That if the said Company of Proprietors shall require and take any Part of the said Estate for the Purposes of this Act, and in case the Owner or Owners thereof at the Time when such Part of the said Estate shall be required and taken as aforesaid, shall by Writing under his, her, or their Hand or Hands require the same, the said Company shall and they are hereby required and empowered to take and purchase of and from the Owner or Owners thereof, and pay for the Whole of the said Estate, not exceeding One hundred and fifty Statute Acres, in manner hereinbefore provided respecting other Land required for the Purposes of this Act.

they take any Part of it.

XLI. Provided always, and be it further enacted, That in all, each, and every of the said last-mentioned Cases, it shall and may be lawful for the said Company of Proprietors, and they are hereby empowered, at their Discretion, to make Sale, for a Consideration in Money, of such Lands, Tenements, and Hereditaments, so to be conveyed and assured to them as aforesaid, together or in Parcels, to all and every Person or Persons whatsoever, as may be agreed upon, the several Conveyances and Assurances, in all, each, and every of such Cases, to be in the Form hereinbefore set forth and provided, or otherwise, as the Parties taking and making the same may require and think fit; and such Conveyances shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom to the contrary notwithstanding; and upon Payment of the Money to arise from such Sale or Sales, it shall be lawful for the Treasurer or Treasurers for the Time being to the said Company of Proprietors, to sign and give Receipts for the same in manner and under the Provisions hereinbefore contained.

Power for Company to sell such Lands.

XLII. Provided always, and be it further enacted, That the said Company of Proprietors shall, and they are hereby required, within Five Years next after the said several Lands and Grounds hereinbefore mentioned; that is to say, the said Estate in the Parishes of *Seabrough* in the County of *Somerset*, and *Mosterton* in the County of *Dorset*, of which the said Sir *William Oglander* Baronet is the Owner or reputed Owner; of the said Estate in the Parish of *Membury* in the County of *Devon*, of which the said Lord Viscount *Sidmouth* is the Owner or reputed Owner; the said Estate called *Higher Seaborough Farm*, in the said Parish of *Seaborough* in the County of *Somerset*; and the said Estate called *Sisterhood Farm*, in the said Parish of *Axminster* in the said County of *Devon*; shall have been respectively in manner aforesaid conveyed and assured to them, by Indenture under their Common Seal to grant and convey, by way of absolute Sale, for a Consideration in Money, such Parts of the said several last-mentioned Estates and Lands, which shall be so purchased by and conveyed to them as aforesaid, as shall not be wanted for the Purposes of this Act; and such 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

Compelling the Company to sell Lands within Five Years after Conveyance to them.

shall arise by Sale or Sales of such Part of such Estates and Lands, it shall 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 Parts of such Estates and Lands shall be so sold, or for so much thereof as in such Receipts shall be acknowledged and expressed to be received, and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Bodies
Politic, &c.
may accept
Satisfaction
for Value of
Lands.

XLIII. Provided always, and be it further enacted, That all and every Body or Bodies Politic, Corporate, and Collegiate, Trustees, and other Persons herein-before capacitated to sell and convey Lands and other Hereditaments, or any other Owner or Owners, and the Occupier and Occupiers of any Lands, or other Hereditaments, through, in, or upon which the said Canal, Locks, Docks, Basins, Reservoirs, and their Feeders, Towing Paths, Quays, or other Works hereby authorized are intended to be made, or any of them, or of any Mills or other Works from which any Water to supply the said Canal and collateral Cuts hereby authorized to be made, or either of them, may or shall be directed, may accept and receive Compensation and Satisfaction for the Value of such Lands and Grounds, Mills, or other Works and Hereditaments, and for the Damage to be sustained in making and completing the said Works herein-before directed, in gross Sums; and the said Company of Proprietors, 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 Hereditaments, for the Use and Maintenance of the said Canal and Cuts respectively, and for 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, in all respects in manner herein-after directed.

Compensa-
tion for
Damages.

XLIV. And be it further enacted, That all and every Body or Bodies Politic, Corporate, and Collegiate, and all and every Person and Persons, being Owners of or otherwise interested in any Manors, Lands, Grounds, Tenements, Waters, and Hereditaments whatsoever, may in like Manner agree with and accept and receive of and from the said Company of Proprietors, and the said Company of Proprietors shall, and they are hereby required, within Twenty-one Days after being requested so to do, make, or offer to make, Compensation or Satisfaction for any Damages which shall or may be sustained by them or any of them respectively, for or by reason of the making, preparing, or maintaining of the said Canal or Navigation, and Towing Paths, or any of the Feeders, Aqueducts, Drains, Trenches, Arches, Passages, Tunnels, Watercourses, Culverts, Sluices, or other Works hereby authorized to be made, or carried on and maintained; or by reason or means of

of flowing, leaking, or oozing of the Water over or through the Banks of the said Canal; Feeders, Aqueducts, Drains, Trenches, Arches, Passages, Watercourses, Culverts, Sluices, or any of them, or of the supplying the same, or any of them, with Water, or by not cleansing the same, or any of them, or by turning or diverting any Rivers, Streams, Brooks, or Waters into the same or any of them; or by reason or by means of the Execution of any of the Powers hereby given to the said Company of Proprietors, their Agents, Workmen, or Servants; and in case of Disagreement or Refusal to treat with the said Company, the Compensation and Satisfaction for or in respect of such Damages to be ascertained and assessed by a Jury in manner herein-after provided in that Behalf, and the Sum and Sums so agreed upon, or ascertained and assessed, to be recovered in manner herein-after mentioned.

XLV. And whereas the said Canal is intended to pass through the Lawns, Orchards, and Pleasure Grounds in front of and very near to a Mansion called *Cloakham House*, situate in the Manor of *Arminster* in the County of *Devon*, which will not only very much deteriorate the Value of the said Mansion House, but may render the same so inconvenient for Occupation as to compel the Owner or Owners thereof to erect another House on some other Part of the Estate belonging thereto, in the Manor of *Arminster* aforesaid, for which no sufficient Provision is already made under any of the Clauses in this Act; be it therefore further enacted by the Authority aforesaid, That the said Company of Proprietors shall, immediately after the passing of this Act, pay unto the Owner or Owners of the said Mansion House such a Sum or Sums of Money as shall be a full and sufficient Compensation for the same, to be settled by a Jury in like Manner, in case the Parties differ about the same.

Compensation to be made to the Owner for the Damage done to *Cloakham House* Estate.

XLVI. And be it further enacted, That in case Default shall be made by the said Company of Proprietors in making Payment of all and every the Sum and Sums of Money agreed upon, awarded, or assessed as and for Compensation or Satisfaction for any Damages as herein-before provided, to the Bodies Politic or Corporate, or Person or Persons to whom and in whose Favour the same shall have been so agreed upon, awarded, or assessed, by the Space of Twenty-one Days after Demand in Writing made thereof to the Clerk or Treasurer of the said Company, it shall be lawful for Two or more Justices of the Peace acting within their respective Jurisdictions, and they are hereby required, upon due Proof of the Default to be made before them upon Oath, by an Order under their Hands, to appoint One or more Person or Persons to receive the Tolls or Rates hereby granted and made payable, or any of them; and thereout, in the first Place, to pay all and every such Sum and Sums of Money respectively so agreed upon, awarded, or assessed as aforesaid, and the Costs, if any, occasioned by such Default of Payment thereof, together with legal Interest for the same, to the Person and Persons entitled to receive Payment thereof, and also the Costs and Expences of collecting and receiving the said Tolls or Rates, every such Person so to be appointed giving Security to the said Company for the due and faithful Execution of his or their Office, as they the said Justices shall deem proper and

Remedies for Persons recovering Damages.

[Local.]

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sufficient;

sufficient; and the Person and Persons so appointed shall be deemed a Collector or Collectors of the said Tolls or Rates, and shall have such and the same Powers for collecting the same as if he or they had been appointed for that Purpose by the said Company of Proprietors, until such Sums, together with the Interest thereon, and the Costs and Charges of recovering and receiving the same, shall be fully paid and satisfied, or otherwise the Party or Parties so aggrieved by such Default of Payment shall and may recover such Sum and Sums so agreed upon, awarded, or assessed, and not paid as aforesaid, together with Interest and Costs for the same, by Action at Law in any of His Majesty's Courts of Record at *Westminster* against the said Company of Proprietors, with full Costs of Suit; or otherwise, in case such Sums so agreed upon, awarded, or assessed as aforesaid, together with Interest and Costs as aforesaid, shall not be satisfied and paid within the Space of Four Calendar Months, it shall be lawful for the Party or Parties so aggrieved and interested as aforesaid, to seize and distrain any Boats, Barges, Vessel, or other Goods or Effects of the said Company, which shall be found in the said Canal or Navigation, or any Part thereof, or any of the Works thereof or thereunto belonging (Information of such Distress being immediately given to the said Company), and to detain the same until Payment of such Sums, together with Interest and Costs, together with the reasonable Charges attending such Distress; and if the Goods or Effects so belonging to the said Company shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, the same may and shall be sold and disposed of in such Manner as the Law directs in case of Distress for Rent.

Mills injured by the Canal, &c. to be purchased by the Company, if so required by the Owners.

XLVII. And be it further enacted, That if the Owner or Proprietor of any Water Mill or Water Mills now being upon any Part of the Rivers, Streams, or Brooks of Water which shall be taken and diverted for the Purposes of the said intended Canal or Navigation, whose Mill or Mills may and shall be injured thereby, so as to prevent the profitable working of the same, shall choose to sell and dispose of the same, and shall give Notice in Writing under his or her Hand of such his or her Desire to the said Company, within Three Calendar Months next after the said Navigation, or so much and such Part thereof as shall have occasioned such Injury, shall be completed, it shall be lawful for the said Company of Proprietors, and they are hereby required to purchase such Mill or Mills, together with the Houses, Gardens, and Grounds adjoining and belonging thereto (not exceeding Three Acres of Ground), at the full Worth or Value of the same immediately before the Time of such Injury, for a Sum of Money in gross; and if any Dispute shall arise about the Price to be paid for any such Mill or Mills, with the Houses, Gardens, and Grounds thereunto belonging, the same shall be settled by a Jury, in such or the like Manner as the Value of any other Lands, Grounds, or Hereditaments to be taken and purchased by the said Company is herein directed to be settled and ascertained.

Differences to be settled by a Jury.

XLVIII. And for settling all Differences which may arise between the said Company and the several Owners of or Persons interested in
any

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 or Re-compence, or other Compensation as shall be offered by them the said Company, or their Agent by or on their Behalf, and shall give Notice thereof in Writing to the said Company within Fourteen 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, seised 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, 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 or 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 Directors of the said Company, or any Five or more of them, shall and they are hereby empowered and required from Time to Time to issue a Warrant under their Hands and Seals 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 as aforesaid; and in case all the Coroners of the said County shall be so interested, then to the last Person who filled the Office of Sheriff of such County who shall not be interested as aforesaid, requiring 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 Twenty-four, nor more than Forty-eight substantial and indifferent Persons qualified according to Law to be returned for the Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned as aforesaid, are hereby required to come and appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be directed and appointed, such Time not being less than Seven Days, nor more than Twenty-one Days after such Warrant shall be served upon the said Sheriff, Under Sheriff, Coroner, or other Person; and Seven Days Notice at the least in Writing under the Hands of the said Directors, or any Five or more of them, is hereby required to be given to such Owners, Proprietors, Occupiers,

Occupiers, Corporations, Trustees, or any other Person or Persons interested in any such Lands or Hereditaments, or to be left at the respective Dwelling Houses or Places of Abode of such Person or Persons; or of the Head Officer or Officers of such Corporations, or at the House of the Tenants in possession of such Lands or Hereditaments, of the Time and Place of the said Jury being so impannelled, summoned, and returned; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby required, out of the Persons so impannelled, summoned, and returned, or out of such of them as shall appear, to swear or cause to be sworn Twelve, who shall be the Jury for the Purpose aforesaid; and in default of a sufficient Number of Jurymen, the said Sheriff, Under Sheriff, Coroner, or other Person shall return other substantial, honest, and indifferent Men of the By-standers, or of others who can be speedily procured to attend that Service (being qualified as herein-before required), 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 when they come to be sworn, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon and call before him any Witnesses touching the Matters in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Places, or Matters or Things in controversy, and to use all other lawful Ways and Means, as well for his as for the Jury's better Information in the Premises, as the said Sheriff, Under Sheriff, Coroner, or other Person shall think fit; and it shall be lawful for all Parties concerned, by themselves, their Counsel and Solicitors, to attend and be heard, and to adduce Evidence before the said Sheriff, Under Sheriff, Coroner, or such other Person respectively; and such Jury shall upon their Oaths (which Oaths, as well as the Oaths to such Witnesses, the said Sheriff, Under Sheriff, Coroner, or such other Person is hereby empowered and required to administer) inquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands and Grounds, Mills, Mines, Waters, and Hereditaments, and the Compensation which shall be made for the Damages sustained as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or such other Person, shall give Judgment for such Purchase Money, Recompence, or Compensation so assessed by such Jury; which said Verdict and the Judgment thereupon shall be signed by the said Sheriff, Under Sheriff, Coroner, or such other Person, and shall be binding and conclusive, to all Intents and Purposes, upon all Bodies Politic, Corporate, and Collegiate, and upon all Persons whomsoever.

By whom
Expences of
Jury shall be
paid.

XLIX. And be it further enacted, That in every Case where a Verdict shall be given by any such Jury for more Money than shall have been previously offered for or on behalf of the said Company of Proprietors, as a Recompence or Satisfaction for any such Lands, Tenements, or Hereditaments as aforesaid, or for any such Estate, Right, or Interest therein, or for any Damages that may have been sustained by any Person or Persons as aforesaid, and also in Cases where any Person or Persons, Party or Parties, shall have been prevented by Absence from entering into any Treaty with the said
Company

Company of Proprietors, all the Costs and Charges incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, shall be borne by the said Company of Proprietors out of the Monies to be raised by virtue of this Act; and in case such Costs and Expences shall not be paid to the Party or Person entitled to receive the same, within Seven Days after Demand made thereof from the said Company, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels vested in the said Company, or of any Goods or Chattels of the Treasurer or Treasurers of the said Company (unless such Treasurer or Treasurers shall pay such Costs and Charges out of any Monies received by him by virtue of this Act, which he is hereby authorized to do), under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place in which such Lands, Tenements, or Hereditaments shall be situate; which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for the Purpose by the Party or Persons entitled to receive such Costs and Expences; and in every Case where a Verdict shall be given by any such Jury for no more or for less Money than shall have been previously offered by or on behalf of the said Company of Proprietors, as such Recompence or Satisfaction as aforesaid, all the Costs and Charges incurred as aforesaid shall be borne in equal Proportions by the Party or Parties refusing or neglecting to treat or agree as before mentioned, and by the said Company; and in all Cases where any Difference shall arise touching the Amount of the said Costs and Charges, the same shall be settled and ascertained by any Justice of the Peace for such County or Place as aforesaid, not interested in the Matter in question, who is hereby authorized and required to examine into and settle the same, and to appoint a Time and Place for Payment thereof; and where the Costs shall be payable by the Party or Parties having had any such Disagreement or Dispute with the said Company as aforesaid, the Amount thereof, having been first paid by the said Company, may be deducted by them out of the Monies awarded to be paid to such Party or Parties, as so much Money advanced for his, her, or their Use, and the Payment or Tender of the Balance of such Money shall be deemed and taken, to all Intents and Purposes whatsoever, to be a Payment or Tender of the whole Money awarded and adjudged to such Party or Parties; or otherwise, if such Costs and Charges be not paid upon Demand after being so ascertained, as aforesaid, the same may be recovered by the said Company from the Party or Parties liable to the Payment thereof, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit.

L. Provided always, and be it further enacted, That no Person shall be summoned or chosen to be of such Jury, who shall be an Owner or Occupier of any Lands, Grounds, Mills, Waters, Tenements, or other Hereditaments which shall be required for any of the Purposes of the said Canal or Navigation, or any of the Works hereby authorized to be made.

Jurymen not to be Owners of Lands to be taken for the Canal.

Parties requesting Juries to enter into Bonds to prosecute.

LI. 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 to the Treasurer of the said Company of Proprietors, in a Penalty of One hundred Pounds, with Conditions to prosecute his, her, or their said Complaint, and to bear and pay his, her, or their Proportion of 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 than had been offered by or on behalf of the said Company before the summoning and returning the said Jury or Juries, for the Purchase of, or as a Recompence for any Lands, Grounds, Mills, or Hereditaments, or as a Compensation for any Damages, or in case no Verdict shall be found for 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.

LII. 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 Persons or Person to the said Company of Proprietors, 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 or determined.

Penalties on Sheriff, &c. neglecting to summon Juries.

LIII. And be it further enacted, That if any Sheriff, Under Sheriff, Coroner, or other Person so directed to summon and return a Jury as aforesaid, 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 Sheriff, Under Sheriff, Coroner, or other Person), 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 His Majesty's Justices of the Peace for the County in which the same shall be, by Distress and Sale of the Goods and Chattels of the Persons 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 Sheriff, Under Sheriff, Coroner, or other Person, to be injured by the Default of such Person.

LIV. And be it further enacted, That the said Juries shall award all Determinations, Judgments, 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 and apart from each other; and also shall settle what Shares and Proportions 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.

Verdict for the Price of Land and Damages to be assessed separately.

LV. And be it further enacted, That all the said Judgments and Verdicts (being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person 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 several Counties of *Devon, Dorset, and Somerset* respectively, as the Case shall require, and shall be deemed to be Records of the said Quarter Sessions, to all Intents and Purposes whatsoever; and the same, or true Copies thereof, shall be allowed to be good Evidence, 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 Sixpence for every One hundred Words, and so in proportion for any less Number of Words.

Verdict to be recorded.

LVI. And be it further enacted, That upon Payment or Tender of such Sum or Sums of Money as shall have been contracted or agreed for between the Parties, or determined and adjusted by any Jury or Juries in manner herein-before provided, for the Purchase of any such Lands, Waters, Mills, Tenements, or other Hereditaments, 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 any such Lands or other Hereditaments, or such other Person or Persons as shall be interested therein, or entitled to receive such Money or Compensation, within Three Calendar Months after the same shall have been so agreed for or determined, 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 such Lands, Tenements, or Hereditaments, to the Satisfaction of the Directors of the said Company of Proprietors, or shall refuse to execute a Conveyance or Conveyances of such Lands, Tenements, or Hereditaments which shall be required for the Purposes of this Act under the Powers and Authorities herein contained, then upon 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 and into such

Power to enter Lands, &c. on Payment or Tender of the Purchase Money.

such Lands, Grounds, Mills, Tenements, and other Hereditaments respectively, 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 and become the sole Property of the said Company of Proprietors for the Purposes of this Act for ever; and such Tender, Payment, or Investment 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 shall extend to, and be deemed and taken 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 any and every other Person or Persons whomsoever therein: Provided nevertheless, that before such Payment, 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 or Navigation, Reservoirs, and their Feeders or Channels, Locks, Docks, Basins, and other Works hereby authorized to be made, or any of them, unless upon the Leave and Consent of the respective Parties, Owners or Occupiers thereof interested as aforesaid, in Writing under their respective Hands first had and obtained.

Application
of Compensation when
exceeding
200*l.*

LVII. 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, 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 Privity of the Accountant General of the Court of Exchequer, to be placed to his Account, *ex parte* the Company of Proprietors of the *English* and *British* Channels Ship Canal, together with the Name or Names of such Person or Persons as any Five of the Directors of the said Company shall by any Writing signed by them 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 Lands, Tenements, or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances or 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 Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Mes-
suages,

suages, Lands, 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 meantime, and until such Purchase shall be made, the said Money shall, by Order of the Court of Exchequer, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

LVIII. And be it further enacted, That if any Money so agreed to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under 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 Court of Exchequer, and 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 Directors, 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 Exchequer.

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

LIX. And be it further enacted, That where such Money so agreed or awarded to be paid as 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 Directors of the said Company, or any Five 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, to and for the Use and Benefit of such Person or Persons so entitled respectively.

Where under 20*l.*

[*Local.*]

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LX. And

In case of
not making
out a good
Title, &c.

LX. 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 Directors of the said Company, 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 so 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 Directors, or any Five 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 Exchequer, 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 Public Funds, 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 or 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
Money.

LXI. And be it further enacted, That when 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 Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in the 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 Exchequer; 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.

LXII. And

LXII. 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 of Exchequer, 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.

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

LXIII. And be it further enacted, That all and every Person or Persons who shall have any Mortgage or Mortgages on any Lands, Tenements, and Hereditaments to be taken or used for the Purposes of this Act, 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 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), 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 hereby incorporated, or to such Person or Persons as shall be appointed in trust for them; and in case such Mortgagee and Mortgagees shall refuse to convey and assign as aforesaid, on such Tender or Payment, 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, adjusted, and settled by a Jury as aforesaid, 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 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 herein-before directed in Cases of other Payments into the Bank, and thereupon all the Estate, Right, Title, Interest,

Mortgagees to assign and convey.

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 of Proprietors, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages; and in case any 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 so doing, 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 aforesaid, 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 or Persons in trust for them, in the 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 of Proprietors, 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 deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

Lessees and Tenants for Years or at Will, to deliver Possession on Six Months Notice.

LXIV. And be it further enacted, That every Lessee or Tenant for Years, from Year to Year, or at Will, Mortgagee, and every other Person in Possession of any Lands, Tenements, or other Hereditaments which shall be purchased or taken by virtue and for the Purposes of this Act, shall deliver up the Possession of such Premises to the said Company, or to such Person or Persons as the said Company shall appoint to take possession of the same, upon having Six Calendar Months Notice from the said Company or their Clerk, to quit the same, at such Time or Times as shall be required by such Notice; they the said Company making such Satisfaction and Compensation to every such Tenant or Lessee or other Person as aforesaid (except a Mortgagee) in case he, she, or they shall be required to quit before the Expiration of his, her, or their Term or Interest in the Premises, as the said Company shall deem just and reasonable; and in case any Dispute or Difference shall arise touching or concerning the same, such Satisfaction and Compensation shall be ascertained and settled by a Jury in such and the like Manner as the Satisfaction and Compensation to be made by the said Company for the Purchase of any Lands, Tenements, or Hereditaments, is and are herein directed to be ascertained and settled, in case of any Dispute or Difference about the same; and such Lessee, Tenant, or other Person as aforesaid in possession, shall, at such Time or Times as he, she, or they shall be required by the said Company, peaceably and quietly deliver up the Possession of the said Premises to the said Company, or to the Person or Persons authorized by them to take possession thereof; and if any such

such Lessee, Tenant, or other Person as aforesaid so in possession as aforesaid, shall refuse or neglect to deliver up such Possession, then and in every such Case it shall be lawful for the said Company to issue their Precept or Precepts to the said Sheriff, to deliver possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same; and the said Sheriff is hereby required to deliver possession of the said Premises accordingly, and to levy such Costs and Charges as shall accrue from the issuing or execution of such Precept or Precepts on the Person or Persons so refusing to deliver up possession as aforesaid, by Distress and Sale of his, her, or their Goods and Chattels.

LXV. And be it further enacted, That the First General Assembly of the said Company of Proprietors for carrying this Act into execution shall be held at the *London Tavern* within the City of *London*, upon the *Thursday* Six Weeks next after the passing of this Act, of which Place and Time Three Weeks previous Notice at the least shall be given by Advertisement in Four public Newspapers published in the said City of *London*, and One usually circulated in each of the said Counties of *Devon*, *Dorset*, and *Somerset*; and there shall be held in each and every Year One General Assembly of Proprietors, to be convened on the First *Thursday* in the Month of *June* in every Year, either in the City of *London*, the City and Liberties of *Westminster*, or in One of the said Counties of *Devon*, *Dorset*, or *Somerset*, within Ten Miles of some Part of the said Canal, the Time and Place thereof to be fixed and appointed at the next preceding General Assembly of Proprietors, or in case of no such Appointment being made, then the next subsequent General Assembly shall be holden at the same Place as the previous General Assembly was holden, of which General Annual Assembly and all other Assemblies of Proprietors, Fourteen Days previous Notice shall be given by Advertisement in Four at the least of the *London* Newspapers, and in One such Newspaper as is most usually circulated in each of the said Counties of *Devon*, *Dorset*, and *Somerset*, at the Discretion of the Directors for the Time being, or in such Manner as any General Assembly shall direct; and at such First General Assembly of Proprietors, the Proprietors then present or their Proxies shall proceed to elect by the Majority of Votes, out of such Proprietors as at the Time of such Election shall respectively be possessed in their own Right of not less than Ten Shares in the said Undertaking, Fifteen Directors to manage the Affairs of the said Company of Proprietors as hereinafter directed, and to affix and appoint such annual or other Payment or Remuneration for the Pains, Care, and Attendance of such Directors, whether prospectively or retrospectively, collectively or individually, and in such Manner and upon such Conditions as they shall think fit; and such First or some subsequent General Annual or other General Assembly of Proprietors, after the passing of this Act, shall fix and appoint the Place where the said Directors shall hold their Meetings, whether in the City of *London*, the City and Liberties of *Westminster*, or either of them, or in one or other of the said Counties of *Devon*, *Dorset*, or *Somerset*, the same to be confirmed at some subsequent General Assembly of Proprietors, and when so confirmed, the same shall not be changed or altered (except by a Resolution of some General As-

First and other General Assemblies.

sembly of Proprietors specially convened for that Purpose, and confirmed by some other General Assembly of Proprietors); and such Directors shall continue in Office from the Time of their Appointment until the General Assembly of the Company to be holden on the First *Thursday* in the Month of *June* then next ensuing, and until others shall be chosen in their Stead, unless any of such Directors shall die, or refuse to act, or cease to be entitled to Ten Shares for his Qualification in the said Company, or shall hold any Place, Office, Employment, or Contract under the said Company, or be concerned or interested, either directly or indirectly, in the furnishing any Article, Matter, or Thing purchased by the said Company for the said Undertaking; in any of which Cases it shall be lawful for the Directors to fill up the Vacancy or Vacancies so occasioned with a Proprietor or Proprietors duly qualified, and not disqualified, for the Remainder of the current Year, and so from Time to Time as Occasion may require.

Other General Assemblies may be appointed.

LXVI. And be it further enacted, That the said First Assembly or any other General Assembly of Proprietors may fix and appoint any other Half-yearly or other General Assembly of Proprietors, to be held periodically, or otherwise, such Assembly to be fixed and appointed and convened in like Manner as herein-before provided; and the said Company of Proprietors shall have Power and Authority at any such General Assembly, whether Annual, Half-yearly, or other General Assembly, convened under the Powers and Authorities of this Act, to remove and displace any Person or Persons who shall have been chosen an Officer or Officers under them, and to make and constitute, or 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, and shall have a Power to make such Rules, Bye Laws, and Orders for the good Government of the said Company of Proprietors, and the Directors, 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 Merchandizes 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 or 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, and printed, shall be binding upon and observed by all the Parties using or in any way concerned in the said 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 of *Great Britain* and *Ireland* called *England*, or to the Provisions and Directions in this Act contained, or to any of them; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned: Provided always, that Copies of all such Rules, Bye Laws, and Orders shall be painted on Boards in legible Characters, and
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be affixed and continued in some conspicuous Place or Places upon or near or adjoining to the said Canal and other Works hereby authorized to be made, and renewed as often as the same shall be obliterated or defaced.

LXVII. And be it further enacted, That 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 Treasurers, 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; 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 Assembly be thought meet and convenient.

Power for
General
Assemblies
to call for
Accounts.

LXVIII. Provided always, and be it further enacted, That if at any such General Annual Assembly there shall not be Persons present who shall be possessed of Five hundred Shares at the least in the said Undertaking, either as Principals or Proxies, no Choice of any Directors, nor any Removal of any Person or Persons from the Direction, nor any Election of any Person or Persons in the Room of such of the Directors as shall die or be 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 Director, shall then take place, and the Persons then chosen to be Directors 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 first Assembly herein-before appointed.

General As-
semblies for
choosing
Directors to
consist of
500 Shares.

LXIX. And be it further enacted, That the said Directors so elected, or the Person or Persons elected in their Room or Stead by virtue of this Act, shall continue in Office until the First *Thursday* in the Month of *June* next after such Election, and on such Day Five of the said Directors shall go out of Office, and cease to be Directors of the said Company; and in order to determine who of the said Directors shall go out of Office, and cease to be Directors of the said Company, the Clerk of the said Company, at the General Assembly to be holden on that Day, or some Adjournment thereof, shall and he is hereby required to write, upon Fifteen distinct Pieces of Paper of equal Size, the Name of One of the said Directors on each of such Papers; and all such Papers shall be rolled up in the same Form as near as may be, and be put into a Box or Wheel, and Five of such Papers shall then be drawn out of such Box or Wheel by such Clerk, One by One, and those Five of the Directors whose Names shall be upon such Papers respectively so drawn shall then go out of Office, and cease to be Directors of the said Company; and the said Clerk shall then in like Manner draw out of such Box or

Subsequent
Appointment
of Directors
(by the Pro-
prieters) in
the Room of
those going
out of Office
by Rotation.

Wheel

Wheel Five others of the said Papers, One by One, and those Five of the Directors whose Names shall be upon such Papers respectively so secondly drawn, shall, at the General Assembly of the said Company which shall be holden on the First *Thursday* in the Month of *June* in the next succeeding Year, or some Adjournment thereof, go out of Office, and cease to be Directors of the said Company; and the Five Directors whose Names shall be upon the Five Papers remaining in the said Box or Wheel after such Drawing as aforesaid, shall, at the General Assembly of the said Company which shall be holden on the First *Thursday* in the Month of *June* in the next succeeding Year but one, or some Adjournment thereof, go out of Office, and cease to be Directors of the said Company; and at every General Assembly of the said Company to be holden, after the First General Assembly appointed by this Act, on the First *Thursday* in the Month of *June* in every Year, Five Persons out of the Members of the said Company, who shall severally be possessed of and entitled to Ten Shares at the least in the said Undertaking, shall be elected by Shew of Hands, unless a Ballot be demanded, whereupon such Election shall be by Ballot, in the Room or Stead of the Five Directors then going out of Office by Rotation or Efflux of Time; and such Five Persons so elected shall continue in Office for the Space of Three Years (except in case of Death or Refusal to act, or ceasing to be qualified in manner by this Act directed, or being removed or displaced at any General or Special Assembly of the said Company), and until other Persons shall be elected in their Room or Stead, and no longer: Provided always, that it shall be lawful for the said Company of Proprietors again to nominate and appoint any such Person or Persons so qualified as aforesaid, and going out of Office, again to be a Director of the said Company.

If Directors are not appointed on the Day mentioned, another Meeting to be had for that Purpose.

LXX. Provided also, and be it further enacted, That in case on any such First *Thursday* in the Month of *June* in any Year, no such Nomination and Appointment of such Five Directors shall be made, then and in every such Case another Assembly of the said Company shall be holden on the *Thursday* following, for the Purpose of making such Election; and in case no Nomination and Appointment shall be then made, then and in every such Case another Assembly of the said Company shall be holden on the *Thursday* following for the Purpose of making such Election, and so *toties quoties* until such Five Directors shall be chosen; but such Five Directors shall not continue in Office or be Directors for any longer Space of Time than if they had been elected on the First *Thursday* in the Month of *June* as aforesaid; and until such Five Directors shall be chosen, the Five Directors going out of Office shall continue in Office, and shall enjoy the same Powers and Authorities as the other Directors.

Assembly of Proprietors may be specially convened.

LXXI. 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 General Assembly of the said Company of Proprietors is necessary to be held, it shall be lawful for any Number of Proprietors, possessed of Three hundred Shares in the Whole at least in the said Undertaking, or for the Directors, or any Five or more of them, to cause Fourteen Days Notice at least to be given thereof by Advertisement,

lissement, in Four *London* Newspapers, and One Newspaper most usually circulated in each of the said Counties of *Devon*, *Dorset*, and *Somerset*, or in any such other Manner, and at such Time or Place as the said Company of Proprietors shall at any General or Special Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special Assembly, and the Time when and the Place where the same shall be held, (such Place being where the next General Assembly of the said Company would be held, 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 Matter so specified only; and all such Acts of the Proprietors, or of the Majority of them, met together at every such Special Assembly (provided such Proprietors shall be possessed of Five hundred Shares at the least in the said Undertaking, 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.

LXXII. And be it further enacted, That it shall be lawful for the Directors of the said Company from Time to Time to nominate and appoint, by Writing under the Common Seal of the said Company, a Treasurer or Treasurers, and also One or more Clerk or Clerks to the said Company, and from Time to Time to remove and displace such Treasurer or Treasurers, and Clerk or Clerks, or either of them, or any other Person or Persons who shall be thereafter elected and appointed to their respective Offices; and the said Directors shall also from Time to Time elect, choose, and appoint, in manner aforesaid, any other Person or Persons to act as Treasurer or Treasurers, and Clerk or Clerks of the said Company, in the Room of such of the said Officers as shall happen to die, or to resign, or be removed from their respective Offices; and it shall be lawful for the said Directors to allow such Salaries or other Emoluments to the said Officers, or any of them, as at any of their Meetings shall from Time to Time be fixed upon and determined: Provided always, that the said Directors shall and they are hereby required to take a sufficient Security from all and every Person and Persons who shall be appointed Treasurers, or Receiver or Collector for any of the Purposes of this Act, and from such other Clerks, Officers, and Servants, to be employed on the said Undertaking, as to the said Directors shall seem reasonable, for the faithful Execution of their respective Offices, before they shall enter thereupon respectively.

LXXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint the Person who may be appointed to act as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk, or of his Partner, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer, or of his Partner, the Clerk to the Company of Proprietors; and if any Person shall act in both the Capacities of Clerk and Treasurer for

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Directors to elect and appoint Officers.

Company to take Security from their Treasurer, &c.

Same Person not to be Clerk and Treasurer.

the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk, or of his Partner, shall act as Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any Treasurer, or the Clerk or other Person in the Service or Employ of the Partner of such Treasurer, or of his Partner, shall act as Clerk in the Execution of this Act, or if any such Treasurer shall hold or accept any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered 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.

Orders and Proceedings to be entered in a Book.

LXXIV. And be it further enacted, That the Orders and Proceedings of every Meeting, as well of the General and Special General Meetings of the Company as of the said Directors, shall be entered in a Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of each respective Meeting; and such Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

Books of Accounts to be kept, and to be open to Inspection.

LXXV. And be it further enacted, That the said Company or their Directors shall and they are hereby required to order and direct a Book or Books to be provided and kept by their Clerk for the Time being, in which Book or Books such Clerk shall enter or cause to be entered true and regular Accounts of all Sums of Money received, paid, laid out, and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed, laid out, and paid; and such Book or Books shall, at all seasonable Times, be open to the Inspection of the said Proprietors, or any Creditor or Creditors on the Tolls, Rates, or Duties by this Act granted, without Fee or Reward; and the said Proprietors or Creditors, or any of them, shall or may take Copies of or Extracts from the said Book or Books, or any Part or Parts thereof, without paying any thing for the same; and in case the said Clerk shall refuse to permit, or shall not permit any of the said Proprietors or Creditors to inspect any such Book or Books, or to take such Copies or Extracts as aforesaid, such Clerk shall forfeit and pay any Sum of Money not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are hereby directed to be levied and applied.

Powers of the Directors.

LXXVI. And be it further enacted, That no Director shall have more than one Vote at any Meeting of the Directors, except the Chairman, who shall be chosen by and out of the said Directors, and who, in case of an Equality of Votes upon any Question agitated at the Meetings of the said Directors, shall have the casting Vote, although

although he may have given one Vote before; and all the Powers and Authorities hereby vested in or directed to be exercised by the said Directors, may be done and exercised by the major Part of them present at their respective Meetings, the whole Number present not being less than Five; and the said Directors 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 Directors 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 Directors 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, an Architect or Architects for erecting or surveying any Wharfs or other Buildings to be erected by the said Company of Proprietors, 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 Directors shall appoint; and any Meeting of the said Directors 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 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; and the said Directors shall and may appoint a Chairman and Deputy Chairman, who shall be chosen out of the said Directors.

LXXVII. And be, it further enacted, That it shall be lawful for the Directors at any Meeting after their Election in every Year, to nominate and appoint one or more Committee or more Committees (every such 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 Committee 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 Directors shall from Time to Time entrust to the Management of such Committees; and such 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 Committees by the said Directors as aforesaid, shall be exercised by the major Part present at their respective Meetings, the whole Number of Persons present not being less than Three; and at all Meetings of such 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 Committees shall from Time to Time make Reports

Power to
appoint
Committees.

and

and send Copies of their Proceedings to the Directors if required, and shall at all Times be subject to the Controul of the said Directors, 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 Laws and Statutes of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to the Directions, Regulations, and Provisions contained in this Act.

The whole of the Money to be subscribed before the Works are commenced.

LXXVIII. And whereas the probable Expence of making the said Canal, and the Canals or Feeders of the said Reservoirs respectively, and other Works hereby authorized to be made, will amount to the Sum of One million seven hundred and fifty thousand Pounds; be it therefore further enacted, That the Whole of the said Sum of One million seven hundred and fifty thousand Pounds shall be subscribed by Persons under a Contract, binding themselves, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them subscribed respectively, before any of the Powers and Provisions given by this Act shall be put in force.

Company enabled to raise Money for carrying on the Undertaking.

LXXIX. 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, by Subscription 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, Reservoirs, and their Feeders, Locks, Docks, Basins, Ports, or Harbours, and the other Works hereby authorized to be made, and all other the Works and Conveniences to the same belonging or requisite and useful thereto respectively, so as that the same do not exceed the Sum of One million seven 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 hereby authorized to be made, 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 into Shares of One hundred Pounds each, which Shares shall be numbered in numerical Progression.

Shares to be Personal Estate.

LXXX. And be it further enacted, That all and every the Shares and Proportions of all Bodies Politic, Corporate, or Collegiate, and all other Person or Persons of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall be and be deemed to be Personal Estate, and be transmissible as such, and not of the Nature of Real Property.

Shares vested in Subscribers.

LXXXI. And be it further enacted, That the said Shares shall be and are hereby vested in the said several Subscribers, and their several
and

and respective Executors or Administrators, Successors and Assigns, to their and every of their proper Use and Behoof, in proportion to the Sums which they shall severally subscribe and pay thereunto; and all and every the Bodies Politic, Corporate, and Collegiate, 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 or Shares, 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 net 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; and every Body Politic, Corporate, or Collegiate, Person or Persons, having One 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.

LXXXII. And be it further enacted, That every Body and 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 of and in the said Undertaking, and his, her, and their Successors, Executors, Administrators, and Assigns, shall be and be deemed an Owner or Proprietor, and constitute a Member of the said Company, and shall have a Vote for every such Share in every such General or other Assembly to be held as herein-after appointed for the 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 Seal 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 at any General or other Assembly of the said Company of Proprietors hereby incorporated, to be held by virtue of this Act, the same shall be finally determined by the Majority of Votes and Proxies then present, in the Proportion following; for One Share One Vote, for Three Shares Two Votes, for Six Shares Three Votes, for Ten Shares Four Votes, for Fifteen Shares Five Votes, for Twenty Shares Six Votes, for Thirty Shares Seven Votes, for Fifty Shares Eight Votes, for Seventy-five Shares Nine Votes, and for One hundred Shares or upwards, Ten Votes: Provided nevertheless, that no Person shall give or deliver a Vote in respect of Proxies for more than Ten Proprietors; and the Appointment of every Proxy shall be made according to the Form following; (that is to say),

Manner of voting.

I of One of the Proprietors of the *English and Bristol Channels Ship Canal*, do hereby nominate, constitute, and appoint of to be my Proxy, in my Name, and in [Local.] 67 R my

Form of Proxy.

‘ my Absence to vote or give my Assent to or Dissent from any
 ‘ Business, Matter, or Thing relating thereto, which shall be pro-
 ‘ posed at any General or Special Assembly of the Proprietors of
 ‘ the said Canal, or any Adjournment thereof, at all Times here-
 ‘ after, until I shall revoke this Appointment by Notice in Writing
 ‘ under my Hand to some Clerk to the said Company of Proprietors.
 ‘ In witness whereof I have hereunto set my Hand this
 ‘ Day of

Chairman of
 General As-
 sembly to be
 appointed.

And at every General or other Assembly of the said Company of Proprietors, One of the Directors of the said Company shall be appointed Chairman, and shall not only have a Voice as a Proprietor in respect of his 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: Provided always, that no Person shall deliver or give any Vote in respect to Proxies at any General or other Assembly of the said Company of Proprietors, unless such Person shall be a Proprietor of the said Company.

Lunatics and
 Minors how
 to vote.

LXXXIII. Provided always, and be it further enacted, That in case any Proprietor or Proprietors entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Lunatics, or a Minor or Minors, such Lunatic or Lunatics shall or may vote at such Meeting or Meetings by his, her, or their Committee, or any one of such Committee, and such Minor or Minors shall or may vote by his, her, or their Guardian, or any one of such Guardians; and such Person or Party may also vote in right of his own Shares, as well as Committee of any Lunatic or Lunatics, and as Guardian of any Minor or Minors, on the same Occasion.

Names of
 Proprietors
 and Numbers
 of their
 Shares to be
 entered in a
 Book, &c.

LXXXIV. And for the better Security of the several Owners and Proprietors of the said Undertaking as to their respective Shares therein, be it further enacted, That the said Company of Proprietors, or their Directors, shall and they are hereby required, as soon as conveniently may be after the passing of this Act, to cause the Names and proper Additions of the several Persons who shall then be entitled to any Share or Shares in the said Undertaking, with the Number of Shares which they are then respectively entitled to hold, and also the proper Number by which every 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 Owner or Proprietor requiring the same may have a Certificate of such Entry for each Share, certified under the Hands or Hand of the Clerks or Clerk to the said Company, *gratis*; and such Certificate shall be admitted in all Courts whatever as Evidence of the Title of such Owner or Proprietor, his, her, or their Executors, Administrators, and Assigns, to the Share or 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 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.

LXXXV. And be it further enacted, That the said Directors 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, to the Amount of the several Sums of Money by them respectively subscribed thereto, in order to defray the Expences of carrying on the same, as the said Directors shall from Time to Time find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Five Pounds for or in respect of every Share of One hundred Pounds in the said Navigation and Undertaking, and so that no such Calls be made but at the Distance of Two Calendar Months at the 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 Directors shall from Time to Time order and direct.

Directors to
make Calls.

LXXXVI. Provided always, and be it further enacted, That the respective Persons who have subscribed or agreed to advance, or who shall hereafter subscribe or agree to advance any Money towards the said Undertaking, or shall be Owner or Owners, Proprietor or Proprietors of any Share or Shares in the said Undertaking, shall and they are hereby required to pay the Sum or Sums by them respectively subscribed or agreed to be advanced, or such Parts and Proportions thereof as shall from Time to Time be called for by the Directors 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 Directors; 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; and in all and every such Action or Suit any Writing signed by any Person or Persons, or by his, her, or their Agent or Agents respectively, duly authorized thereunto, to the Effect of signifying his, her, or their Consent or Assent to become an Owner, Proprietor, or Subscriber, or otherwise interested as a Shareholder in and to the said Undertaking for the Formation of the said Canal or Navigation, and expressing the Number of Shares for which he, she, or they so consent or assent to hold and become interested, so signed at any Time after the First Day of *March* in the Year of our Lord One thousand eight hundred and twenty-five, shall be Evidence against all and every such Person and Persons respectively, of the Fact of his, her, or their being the Owner or Owners, Proprietor or Proprietors of such Number of Shares in the said Undertaking, for the Purposes of all and every such Actions and Suits, and for all other Purposes herein-before and herein-after expressed respecting Calls for Shares, and the enforcing of the same.

Subscribers
to pay the
Calls on their
Subscrip-
tions.

LXXXVII. And

Directing
Proceedings
in Actions
for Calls.

LXXXVII. 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 or towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors of any Share or 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 to 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 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 happen to be), whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matters; 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 in the said Undertaking, and that such Call or Calls was or were in fact made, and such Notice was given thereof as is directed by this Act, without proving the Appointment of such Directors, or any other Matter or Thing whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, and no Wager of Law shall be allowed in any such Action.

Manner of
enforcing
Calls.

LXXXVIII. 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 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 Two Calendar Months after such Call or Calls shall have been made as aforesaid, then and in every such Case it shall be lawful for the said Company, at such 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 of such Person or Persons so neglecting or refusing as aforesaid to be forfeited, and from thenceforth the said Share or Shares so declared to be forfeited shall be vested in the said Company, their Successors and Assigns, to and for the Uses and Purposes herein-after mentioned: Provided always, that no Share or 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 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

usual or last known Place of Abode, Twenty-one Days at least before such Share or Shares shall vest in or accrue to the said Company, or until Notice be published in the *London Gazette*, and in a *London Newspaper*, and also in some Newspaper or Newspapers usually circulated in each of the said Counties of *Devon, Dorset, and Somerset*, 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 Politic, Corporate, or Collegiate, for his, her, or their Call or Calls in respect of his, her, or their Share or Shares in the said Undertaking; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or 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 in anywise notwithstanding.

LXXXIX. Provided also, and be it further enacted, That in case the Money produced by the Sale of any Share or Shares shall be more than sufficient to pay all such Arrears of Call as aforesaid, and lawful Interest thereon, with the Expences attending such Sale or Sales, the Surplus of such Money shall be paid on Demand to the Person or Persons to whom such Share or Shares shall have belonged; but the said Company shall not sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be, at the Time of such Call, to pay the Arrears due from 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 the Payment of all such Calls and the Interest and Expences as aforesaid, any Share or Shares so vested in such Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons to whom such Share or Shares shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly and regularly paid.

If Purchase Money of Shares shall be more than sufficient to pay the Arrears, the Surplus to be paid to the Owner.

XC. And be it further enacted, That when any Share or 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 of Proprietors, or their Directors 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 of such Defaulter or Defaulters as the said Company or their Directors shall from Time to Time find necessary and direct to be sold, to 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 so forfeited to or vested in the said Company and sold as aforesaid, and all Persons claiming under him, her, or them.

Company empowered to sell Shares that become vested in them by Default of Owners not paying Calls thereon.

Company not
to sue for
Calls on
forfeited
Shares.

XCI. Provided also, and be it further enacted, That nothing herein contained shall empower the said Company of Proprietors to sue the original Owner or Owners, Proprietor or Proprietors, of any Share or Shares which shall be declared to be forfeited in manner and according to the Tenor, true Intent, and Meaning of this Act, for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or 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 Owner or Owners, Proprietor or Proprietors of such Share or Shares, and such original Owner or Owners, Proprietor or Proprietors, shall, in respect of such Shares, be absolutely discharged and acquitted from all further Liability in respect of the same.

Shares may
be sold.

XCII. And be it further enacted, That it shall be lawful for the several Owners or Proprietors of the said Undertaking, and their respective Successors, Executors, or Administrators, to sell and dispose of any Share or Shares to which he, she, or they may be entitled therein, subject to the Rules and Conditions herein mentioned, the Transfer of which Share or Shares shall be in the Form or to the Effect following; (that is to say),

Form of
Transfer.

‘ I in consideration of
‘ paid to me by do hereby bargain, sell, assign,
‘ and transfer to the said Share
‘ of the Navigation called “The *English* and *Bristol* Channels
‘ Ship Canal,” being Number of the Shares [in the
‘ said Navigation], to hold to the said his Exe-
‘ cutors, Administrators, 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, subject to the same Rules, Orders, Restriction-
‘ tions, and Conditions. As witness our Hands and Seals the
‘ Day of

Transfers to
be registered.

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, in the Presence of One or more 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 hereby incorporated 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 and indorsed the Registry of such Memorial on the said Transfer, for which no more than One Shilling 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 paid unto him, her, or them, or any Vote in respect thereof, as an Owner or Owners, Proprietor or Proprietors of the said Undertaking.

No Title till
Registry.

XCIII. And

XCIH. And be it further enacted, That after any Call of Money shall have been made by such Directors as aforesaid, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, upon pain of forfeiting his, her, or their respective Share or 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 so sold and transferred, such Forfeiture, nevertheless, to be declared at a General Assembly in manner before directed.

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

XCIV. 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 Case 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 Marriage, 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 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 Clerk or Clerks for the Entry of Transfers and Sales of Shares in the said Undertaking; and 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 of the Testator shall be made and sworn to by any Executor or Executors of such Will, before 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 in all Cases, other than is herein-before mentioned, where the Right and Property in one or more 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 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 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 in all or any of the said Cases it shall be lawful for the said Company of Proprietors, at a General or Special Assembly, after Two Calendar

Regulations as to the Acquisition of Shares.

Months

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 Seven Days between each Advertisement, in Four *London* Newspapers, and in some Newspaper or Newspapers usually circulated in each of the said Counties of *Devon, Dorset, and Somerset*, to declare the same Share or 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 or their Directors shall appoint, or otherwise become consolidated in the general Fund of the said Company.

Power to raise a further Sum by Mortgage.

XCV. And be it further enacted, That in case the said Company of Proprietors shall be desirous to raise the further Sum of Seven hundred and fifty thousand Pounds or any Part thereof, by way of Mortgage of the said Navigation and Undertaking, then and in such Case it shall be lawful for the said Company to borrow and take up at Interest, 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 Seven hundred and fifty thousand Pounds, as to them shall seem fit and convenient; and they are hereby authorized and empowered to assign and make over the said Canal or Navigation, and all the Works thereunto appertaining, 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, her, 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 Proprietors of the *English and Bristol*
 ‘ Channels Ship Canal, in consideration of the Sum of
 ‘ to us paid by of
 ‘ do hereby, by virtue of an Act passed in the Sixth Year
 ‘ of the Reign of King *George* the Fourth, intituled [*here set forth the*
 ‘ *Title of this Act*] bargain, sell, and transfer unto the said
 ‘ all and singular the Rates, Tolls, or Sums of Money arising by virtue
 ‘ of the said Act, and also the said Navigation and Undertaking, and
 ‘ all Right, Title, and Interest of us the said Company of Proprietors
 ‘ of, in, and unto the same, and 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

Mortgagees to be entitled one with another to a Proportion of the Rates.

And all Persons to whom such Mortgages shall be made shall be equally entitled to their Proportion of the said Rates, Tolls, 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

appointed to be laid out and applied for and towards the making, completing, and maintaining the said Navigation and Works; hereby authorized 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, Interest, or Benefit therein to any Person or Persons whomsoever, which Transfer may be made according to the Form following; (that is to say),

Mortgages to be entered in a Book.

Mortgages may be transferred.

‘ I of in consideration of the Sum
 ‘ I of paid by of
 ‘ do hereby transfer a certain Mortgage made by the Company of
 ‘ Proprietors of the *English and Bristol Channels Ship Canal*, Number
 ‘ bearing Date the Day of for
 ‘ securing the Principal Sum of and the Interest
 ‘ 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

Form of Transfer of Mortgages.

And every such Transfer shall, within Thirty Days after the Date thereof, be produced and notified to the Clerk or Clerks of the said Company of Proprietors; who shall thereupon cause an Entry or Memorial to be made thereof, containing the Dates 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 One Shilling, 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.

Transfers to be entered.

XCVI. And be it further enacted, That in case the said Company or their Directors shall think it more advisable and proper to raise the Sum of Seven hundred and fifty thousand Pounds hereby authorized to be raised as aforesaid, or any Part or Parts thereof, by granting Annuities payable out of the Rates and Tolls and other Revenue, or out of the Monies to be raised by virtue of this Act, then and in every such Case it shall be lawful for the said Company

Power to raise the aforesaid Money by Annuities.

to raise any such Sum by the granting of any such Annuity or Annuities as aforesaid, redeemable or otherwise, to or for the Use of the Person or Persons who shall contribute, advance, or pay into the Hands of the Treasurer or Treasurers to the said Company any Sum or Sums of Money for the absolute Purchase of any such Annuity or Annuities, to be paid and payable for any Term or Number of Years, or for or during the natural Life of any such Contributor, or such other Person as shall be nominated by or on behalf of such Contributor at the Time of Payment of his or her Contribution and Purchase Money, and either with or without Benefit of Survivorship, and redeemable upon such Terms and Conditions as shall be agreed upon; and the said Company are hereby authorized and empowered to grant all and every such Annuity or Annuities so to be purchased as aforesaid, out of the Rates and Tolls or other Revenue of the said Undertaking, or out of the Monies to be raised by virtue of this Act, to the Person or Persons who shall agree to purchase the same, or to his, her, or their Trustee or Trustees.

Rate of Annuities to be according to 48 G.3.c.142. and 52 G3. c.129.

XCVII. And for preventing any improvident Grants of Annuities, be it further enacted, That the Amount of every Annuity to be granted by virtue of this Act shall be regulated according to the Price of the Three Pounds *per Centum* Consolidated Bank Annuities at the Time of granting the same, and according to the Rate prescribed by Two several Acts, one made in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to enable the Commissioners for the Reduction of the National Debt to grant Life Annuities*, and the other made in the Fifty-second Year of His said Majesty, intituled *An Act for amending Two Acts, passed in the Forty-eighth and Forty-ninth Years of His present Majesty, for enabling the Commissioners for the Reduction of the National Debt to grant Life Annuities*.

Annuities to be under the Seal of the Company.

XCVIII. And be it further enacted, That the Grant of every such Annuity as aforesaid shall be by Deed under the Common Seal of the said Company, and may be according to the Form or to the Effect following; (that is to say),

Form of Grant of Annuity.

‘ WE, the Company of Proprietors of the *English* and *Bristol*
 ‘ Channels Ship Canal, in consideration of the Sum of
 ‘ to us paid by *A. B.* of [or if intended to be granted
 ‘ with Benefit of Survivorship, by *E. F., G. H., &c.*], do hereby, by
 ‘ virtue of an Act passed in the Sixth Year of the Reign of King
 ‘ *George* the Fourth, intituled [here insert the Title of this Act],
 ‘ grant unto the said *A. B.* and his [or her] Assigns, or if by Sur-
 ‘ vivorship, unto the said *E. F., G. H., &c.* and to the Survivors and
 ‘ Survivor of them, one Annuity or yearly Sum of
 ‘ to be issuing out of all and singular the Rates and Tolls arising by
 ‘ virtue of the said Act; to hold unto the said *A. B.*
 ‘ his, or her, Executors, Administrators, and Assigns, for the Term
 ‘ of Years [or as the Case may be], to hold unto the said
 ‘ *A. B.* and his [or her] Assigns, during his [or her]
 ‘ natural Life; or to hold unto the said *A. B.* his [or her] Executors,
 ‘ Administrators, and Assigns, for and during the natural Life of
 ‘ C.D.

‘ C. D. ; or if by Survivorship, unto and amongst them the
 ‘ said E. F., G. H., &c. and the Survivors and Survivor of them ; and
 ‘ such Annuity or yearly Sum shall be paid and payable at
 ‘ upon the Day of yearly, and the first
 ‘ Payment thereof to be made on the Day of
 ‘ [here insert the Terms and Conditions (if any) upon which such An-
 ‘ nuities shall be redeemable]. Given under our Common Seal this
 ‘ Day of in the Year of our Lord One
 ‘ thousand eight hundred and

And such Grant shall be good, valid, and effectual in Law, to all In-
 tents and Purposes whatsoever, without any Inrolment or Registry,
 except as herein-after mentioned, any Law or Statute to the contrary
 thereof in anywise notwithstanding ; and all the Grantees of such
 Annuities shall be equally entitled one with another, and with the
 Persons to whom any Money shall be due on any Mortgage of the
 said Undertaking, to the Rates and Property thereby assigned, in
 proportion to the Interest of the Sum or Sums for which such Annui-
 ties shall have been granted, without any Preference by reason of the
 Priority of Date of any such Mortgage or Grant of Annuity, or on
 any Account whatsoever ; and an Entry or Memorial of every such
 Grant of Annuity, containing the Date thereof, and an Account of
 the Name or Names of the Party or Parties to whom the same shall
 be made, with their respective proper Additions, and of the Consider-
 ation of such Grant, and of the Annuity granted, and the Duration
 thereof, shall within Thirty Days next after the Date thereof be
 written and inserted in a Book, to be kept for that Purpose by the
 Clerk of the said Company ; and all and every Person and Persons
 to whom any such Grant shall have been made, or who shall
 be entitled to the Annuity thereby secured, may from Time to
 Time assign or transfer his, her, or their Right and Title therein
 to any Person or Persons, in the Form or to the Effect following ;
 (that is to say),

Annuities to
 be good
 without In-
 rolment or
 Registry.

Annuities to
 be entered in
 a Book ;

and may be
 transferred.

‘ I A. B. of , in consideration
 ‘ of the Sum of to me paid by C. D.
 ‘ of , do hereby transfer
 ‘ unto the said C. D. a certain Grant made by the
 ‘ Company of Proprietors of the English and Bristol Channels Ship
 ‘ Canal, bearing Date the Day of , of an
 ‘ Annuity of , payable [here insert the Duration of
 ‘ the Annuity], and all my Right, Title, and Interest in and to the
 ‘ said Annuity thereby secured, to hold the same unto the said C. D.
 ‘ , his [or her] Executors, Administrators, and Assigns.
 ‘ In witness whereof I have hereunto set my Hand and Seal this
 ‘ Day of in the Year of our Lord One thou-
 ‘ sand eight hundred and

Form of
 Transfer.

And every such Transfer shall within Thirty Days after the Date
 thereof be produced and notified to the Clerk of the said Company,
 who shall thereupon cause an Entry or Memorial to be made thereof
 in the said Book, containing the Date and Names of the Parties, and
 the Annuity or Annuities thereby transferred, for which Entry such
 Clerk

Transfer to
 be entered.

Clerk shall be paid the Sum of One Shilling, 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 Grant; and it shall not be in the Power of the Person or Persons who shall have made any such Transfer, at any Time afterwards to make void, release, or discharge the said Annuity, or any Part thereof; and the said Annuities so to be granted as aforesaid, shall be paid 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.

Power to raise the aforesaid Money by Promissory Notes.

XCIX. 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 Seven hundred and fifty thousand Pounds, or any Part thereof, by Promissory Notes under the Common Seal of the said Company, it shall be lawful for them so to do, and 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, 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 Directors 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 admitted in any Case 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, 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 received 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 such Securities as aforesaid shall be given, shall be equally entitled to a Claim or Lien on the said Rates, in 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 the Date of any such Securities, or on any other Account whatsoever.

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

C. And be it further enacted, That the Interest of the Money which shall be borrowed or raised by way and means of Mortgages, Annuities, or Promissory Notes, in manner herein-before authorized, or any or either of them, shall be paid Half-yearly to the several Persons entitled thereto, in preference to any Interest or Dividends due or payable to the said Company of Proprietors, or to any or either of them, and shall from Time to Time be fully paid, discharged, or provided for, before the yearly or other Interest or Dividends shall be made or divided to or among all or any of the said Owners or Proprietors.

CI. Provided also, and be it further enacted, That if the said Directors of the said Company of Proprietors shall deem it expedient, out of any Funds of the said Company, or otherwise, to buy up any Shares which may be offered for Sale by any of the said Proprietors, then and in such Case it shall be lawful for the said Directors either to order and appoint that any such Share so bought shall merge in the said Undertaking, or that the same shall be transferred to the Clerk of the said Company, or such other Person or Persons as they may appoint, in trust for the said Company; and such Shares may in such Case at any Time thereafter be sold for the Benefit of the said Company, and for the raising of any Sum of Money which may be wanted for the Purposes of carrying this Act into Execution.

Directors
may purchase
Shares.

CII. And be it further enacted, That the said Company of Proprietors shall, at their own proper Costs and Charges, within Thirty Days after the said Canal, and the said Canals or Feeders of the said Reservoirs, and the said other Works respectively, and the Towing Paths thereto belonging, shall be dug, cut, made, and formed, divide and separate, and keep constantly divided and separated, the Towing Paths on each Side of the said Canals and Feeders respectively, and the adjoining Trenches and Passages, and also the Whole or such Parts of the said Reservoirs as shall be declared necessary by any Two or more Justices of the Peace in manner herein-after provided, from the adjoining Lands or Grounds, by Posts, Rails, Hedges, Trenches, Banks, or other Fences sufficient to keep off Sheep and other Cattle, to be made and set out on the Lands and Grounds which shall be purchased by and vested in the said Company; and shall also make and set apart all convenient and necessary Watering Places for Cattle in and upon the said Canal; and shall also in like Manner make and erect Gates, Stiles, and other necessary Passages through or over the said Fences so to be made; and shall also give Access to and the Use of the said Towing Paths to the Owners and Occupiers of the adjoining Lands for their convenient Access, Passage, and Communication over and along the same, so as the said Navigation be not thereby obstructed or impeded, in such Manner in all and each of the said Cases as any Two Justices of the Peace for the County wherein the Land or Ground upon or in respect of which the said Matters or Things, and all and every of them hereby required to be made and done, shall be respectively situate (such Justices not being interested in the said Matters) shall from Time to Time think requisite and proper, and under their Hands shall direct and appoint; and the said Fences and other Works so made and erected shall from Time to Time be maintained, supported, and kept in good Repair by the said Company.

For fencing
Towing Paths
and making
Watering
Places.

CIII. Provided always, and be it further enacted, That where the said Company of Proprietors shall make the said Canal, or the said Canals or Feeders of the said Reservoirs, or either of them, or any Trench or Watercourse belonging to the same, in or across any Turnpike Roads, the said Company shall at their own Costs and Charges make, set up, and erect, and from Time to Time maintain and support, a good and sufficient Bridge, of at least Twelve Feet Roadway, across the said Canal, or the said Canals or Feeders of the

Company to
make Bridges
where they
cross any
Turnpike
Roads.

[Local.]

67 U

said

said Reservoirs, or any Trench or Watercourse belonging to the same; such Bridges across the said Canal to be made in the most convenient Manner, by means of Swivels or otherwise, to allow of the Passage of Ships and other Vessels navigating the said Canal to pass through the same; or otherwise to make and construct, and from Time to Time to maintain and support, a good and sufficient Subway, Tunnel, or Archway, adequately lighted, and in all respects provided for the making, keeping, and maintaining a sufficient and adequate Passage or Communication through and along the same; and shall at their own Expence and Charge make good the Road on each Side and over such Bridge, or on each Side and through such Subway, Tunnel, or Archway, as the Case may be, with good and proper Materials; such Bridge to be of such an Acclivity as, and the said Subway, Tunnel, or Archway not to be of a greater Declivity than the Trustees of such Turnpike Roads shall direct and appoint; and if the said Company of Proprietors shall neglect or refuse to make good the Road on the Side or Sides of any such Bridge or Bridges, Subway or Subways, Tunnel or Tunnels, Archway or Archways, or any of them, in manner aforesaid, or to repair any such Bridge or Bridges, Tunnel or Tunnels, Archway or Archways, or any of them, by the Space of Thirty Days after Notice in Writing for that Purpose, signed by any Two or more of the Trustees of such Road, shall have been given to the said Company, it shall be lawful for the Surveyor or Surveyors of such Turnpike Roads to cause the same to be done, and the Expences thereof shall thereupon be paid to such Surveyor or Surveyors, or to the Treasurer to such Trustees, by the said Company, and in default thereof, the same may be recovered by Action of Debt in any of His Majesty's Courts of Record at *Westminster*: Provided always, that the said Company of Proprietors shall not be liable to repair or amend any Part of the Roads over the Approaches to any of the Bridges, or of the Subways, Tunnels, or Archways to be made across, over, or under the said Canal, or the said Canals or Feeders of the said Reservoirs, after the Roads to such Approaches shall have been first made and put into good Repair by or at the Expences of the said Company, otherwise than so much thereof respectively as shall belong and be directly connected with, and be deemed and taken to be and make Part of such Bridges or Subways, Tunnels, or Archways, or any of them respectively.

Subsidiary
Bridges or
Tunnels to
be erected
upon certain
Turnpike
Roads.

CIV. And be it further enacted, That the said Company of Proprietors shall and they are hereby required, in and upon all, each, and every of the Turnpike Roads following, that is to say, the Turnpike Roads leading from *Lyme* to *Sidmouth*, from *Axminster* to *Honiton*, from *Axminster* to *Chard*, from *Chard* to *Crewkerne*, from *Chard* to *Ilminster*, from *Ilminster* to *Honiton*, from *Ilminster* to *Taunton*, from *Taunton* to *Piper's Inn*, from *Taunton* to *Bridgewater*, and from *Bridgewater* to *Wiveliscombe*, and from *Bridgewater* to *Minehead*, within Six Calendar Months after the Completion of all, each, and every the Bridges or Subways or Tunnels, as the Case may be, which shall be made, erected, and set up in or upon the said Turnpike Roads over and across or below or under the said Canal, also make, set up, and erect, at some Distance not exceeding a Quarter of a Mile from each and every of the said Bridges, Subways, or

Tunnels, an adequate and sufficient Bridge, or Subway or Tunnel, for the passing and crossing the said Canal; and also make and construct some adequate Roads or Communications on both Sides of each and every such first-mentioned Bridges, and Subways or Tunnels, or from some convenient Place near thereto, from and out of such Turnpike Roads leading to such last-mentioned Bridges, and Subways or Tunnels, and back again into such Turnpike Roads, for the Use and Passage of all Persons with their Carriages, Carts, and Cattle using and passing along the said Turnpike Roads, in case of Obstruction or Damage in respect of such first-mentioned Bridges, or Subways or Tunnels, and such Bridges, or Subways or Tunnels, Roads or Communications, uphold, maintain, and keep in repair; and in case the said Company of Proprietors shall refuse or neglect to make such Works as aforesaid, then and in such Case the said Company shall forfeit and pay any Sum not exceeding Forty Shillings for every Day such Obstruction shall continue, such Penalty to be levied and recovered in like Manner as other Penalties are by this Act directed to be levied and recovered.

CV. And be it further enacted, That the said Company of Proprietors shall at their own proper Costs and Charges make, erect, and set up good and sufficient Bridges, to be made in some convenient Manner, by means of Swivels or otherwise, so as to allow of the Passage of Ships and Vessels navigating the said Canal, or otherwise to make and construct good and sufficient Subways, Tunnels or Archways, for affording adequate and convenient Passage through and along the same, and also all other necessary Bridges and Arches for the passing and crossing the said Canal, and the said other Canals and Feeders of the said Reservoirs, and all and every the Trenches, Watercourses, Aqueducts, Culverts, and Channels belonging to the said Bridges or Subways, in and upon all, each, and every of the public Highways and public Driftways over and across the same; and also all other convenient and necessary Drains, Culverts, Arches, and other necessary Works connected therewith, in such Manner as any Two Justices of the Peace of the County where such Roads respectively shall be situate, shall direct and appoint; and shall also make and provide such sufficient Puntage, Ferry Boats, or other Means of Communication in and upon the public Bridleways, as the said Justices shall in like Manner direct and appoint; and all and every such Bridges, Arches, Tunnels or Subways, Aqueducts, Culverts, and other Works and Conveniences to be made and constructed as aforesaid, shall from Time to Time and at all Times hereafter, support, maintain, and keep in good Repair.

Bridges to be made over all public Roads.

CVI. And be it further enacted, That the said Company of Proprietors shall at all Times hereafter keep and maintain and employ, at and in some sufficient Dwelling Place near or adjoining to all, each, and every of the said Bridges to be made, erected, and set up over and across the said Canal, in and upon all, each, and every of the said Turnpike Roads, and also all and every such Bridges to be made and erected in and upon all, each, and every of the public Roads, as any Two or more Justices of the Peace of the County wherein the same shall be situate shall, in manner herein-before provided, direct and

Bridge Keepers to be appointed by the Company.

and appoint, one able, competent, and sufficient Person at the least, for the Purpose of opening and closing, or drawing up and letting down, as the Case may be, and of fastening and securing, and otherwise attending to, keeping and managing the said Bridges, when required to be opened or drawn up for the Passage of Vessels passing along the said Canal; and in case any Person or Persons so kept and employed by the said Company, shall create any unnecessary Delay or Hindrance of or to any Person or Persons passing on or along the said Turnpike Roads, in opening and closing, or drawing up and letting down, or other Management of any such Bridge, or shall neglect to close or fasten and secure, or to keep closed or fastened and secured, any such Bridge, or shall absent themselves or himself from their or his said Employment, whereby the same shall be neglected, or shall otherwise neglect the same, or misconduct or misbehave themselves or himself in their or his said Employment, either to the Prejudice of Persons using the said Roads or Bridges, or of the said Company, he or they shall forfeit and pay, for every such Offence, a Sum not exceeding Five Pounds; and in case the said Company of Proprietors shall, for the Space of One Calendar Month, neglect or refuse to appoint a fit and proper Person or Persons to act as such Bridge Keeper or Bridge Keepers as aforesaid, then and in such Case the said Company of Proprietors shall forfeit and pay the Sum of Ten Pounds, to be recovered in any of His Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case; and also the said Company shall forfeit and pay any Sum not exceeding Twenty Shillings for every Day such Non-appointment shall continue; such last-mentioned Penalty to be recovered, levied, and applied in such and the same Manner as other Penalties are herein-after directed to be recovered, levied, and applied.

For providing temporary Accommodation.

CVII. Provided always, and be it further enacted, That the said Company shall not make or cut the said Canal, or the said Feeders of the said Reservoirs, or any Part of the said Works, or any Trench or Watercourse belonging thereto, in, over, or across all or any of the said several Turnpike Roads, public Highways, or public Driftways, until they shall have made and provided good and sufficient temporary Roads and Passages for the Accommodation of the Public until such Time as the said Bridges, Subways, or Tunnels, Passages, Arches, Culverts, and other Works, severally and respectively over, across, or under the same, shall have been fully completed and perfected.

Vessels not to impede MailCoaches.

CVIII. Provided always, and be it further enacted, That in all Places where it may be necessary to erect or build any Swivel Bridges or Draw Bridges, or other Bridges, across any Turnpike Roads, for the Purposes of the Navigation and Passage of such Ships and Vessels as shall use the said Canal, no such Ship or Vessel shall pass through any such Swivel Bridge, Draw Bridge, or other Bridges, at the usual Time of the passing of the Royal Mail Coach, or Horses or Carriages employed or to be employed in conveying the Mails of Letters and Expresses under the Authority of His Majesty's Postmaster General, either when employed in conveying, fetching, or guarding such Mails or Expresses, or in returning therefrom, so as to stop,

stop, hinder, or impede the Progress or travelling of such Mail Coach, Horses, or Carriages, to be so employed under the Authority of the Postmaster General as aforesaid, upon pain of forfeiting any Sum not exceeding Twenty Shillings for every Time such Obstruction shall happen or occur; such Penalty to be paid by the said Company of Proprietors, and to be applied to the Relief of the Poor of the Parish in which the Offence shall be committed.

CIX. And whereas it may happen that the Owners and Occupiers of Land situate and being in and upon the Line of the said Canal may, by reason of the cutting and making the same, and of the said Canals or Feeders of or from the said Reservoirs, be deprived of convenient Access and Communication to and from and out of their Lands, and it is expedient that all reasonable Accommodation should be provided and given to such Persons; be it further enacted, That all and every the Owners and Occupiers of Lands within a Quarter of a Mile from whose Lands, or any Part thereof, there shall not be a Bridge or Subway or Tunnel of Passage, with an adequate Communication thereto from and out of such Lands, shall, after having given Notice in Writing to the said Company, setting forth the particular Accommodation by Bridge, Ferry Boat, or Puntage required by him or them respectively for his or their Accommodation, and after Three Calendar Months Default from the Time of such Notice on the Part of the said Company to make, give, and provide such Accommodation, be entitled and empowered to refer such Question and Claim of Accommodation to the Decision of a Jury, whose Verdict, Finding, and Determination as to the particular Accommodation, if any, to be made and given by the said Company, shall be binding and conclusive on all Parties; and Notice to be given, and such Jury to be summoned, and the Costs of such Jury to be borne and paid according to all, each, and every of the Provisions herein made and contained in Cases of making Compensation for Land and Damages, and such Accommodation so awarded the said Company shall forthwith make, give, and furnish, and maintain, support and keep in good Repair in manner aforesaid.

Occupation
Bridges, &c.
to be provided.

CX. Provided always, and be it further enacted, That in all Places where it may be necessary to erect or build any Bridge or Bridges to communicate with any public Carriage Road, the Ascent to every such Bridge, for the Purpose of such Road, shall not be more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulations
as to Ascent
to Bridges
and Height
of adjoining
Fences.

CXI. And be it further enacted, That in case the said Company of Proprietors 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 directed, or to make, erect, and set up the Gates, Bridges, and Stiles in, over, and through the Fences on the Sides of the said Towing Paths, or the Bridges, Subways, Arches, Tunnels or Archways, Culverts, Drains, or other Passages, or to make such Watering Places for Cattle as herein directed, for the Use and

If Company
do not fence
off Towing
Paths and
make Gates,
Bridges, &c.
Owners may
do it at Com-
pany's Ex-
pence.

Convenience of the respective Owners and Occupiers of the Lands, Mills, or Hereditaments adjoining or near to the said Canal or Navigation hereby directed to be made, or to maintain and support such Gates, Stiles, Bridges, Arches, Tunnels, Passages, and Watering Places when erected, set up, and made, of such Dimensions and in such Manner as aforesaid, for the Space of Thirty Days 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 Land, 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 of 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 Neglect or Refusal, to make, erect, and set up all such Gates, Stiles, Bridges, Subways, Tunnels, Archways, Arches, Passages, Ferry Boats, and Puntages, Watering Places, and other Conveniences as shall be necessary, and shall have been 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, 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 of Proprietors shall not be liable to repair or amend any Part of the Roads and Approaches to any of the Bridges to be made over the said Canal, or the said Canals or Feeders of the said Reservoirs, or any or either of them, after such Roads and Approaches shall have been first made and put into good Repair by or at the Expence of the said Company, save and except in Cases where the Towing Paths of the said Canals or Feeders, or any of them, or any Part thereof, shall be used for Access or Accesses to Bridges, which shall be maintained and kept in repair at the sole Expence of the said Company of Proprietors.

CXII. And be it further enacted, That it shall be lawful for the said Company of Proprietors, and they are hereby empowered, by themselves, their Agents or Workmen, to enter, cross, or make Aqueducts, Culverts, Archways, Towing Paths, and Bridges over the River *Tone*, or any other Rivers, Drains, Rhines, or Streams now existing, or

Company
empowered
to cross the
Rivers, &c.

or at any Time hereafter to be made or exist, at such Places as the same shall be requisite for carrying on the Works hereby authorized to be made, or any or either of them, subject to such and the like Provision for making Compensation and Satisfaction for Damages by them done in making such Aqueducts, Towing Paths, and Bridges over the said several Rivers, Drains, Rhines, or Streams, or any or either of them as aforesaid, as are by this Act provided with respect to the Satisfaction to be made to the Owners of Land to be taken for the Use of the said intended Canal; provided that the said Company of Proprietors do erect and make such good and sufficient Aqueducts and Archways and Bridges, and at their own Costs and Charges for ever after support and maintain the same, and shall make, keep, and continue the Navigation of the said River *Tone* free from Obstruction or Prejudice; and also keep and continue free and undisturbed the Current and Passage of the same, and all other Rivers and Streams so to be crossed by the said Company; and provided that in the Event of any Neglect or Omission on the Part of the said Company so to make, keep, and maintain the said Aqueducts, Archways, and Bridges, it shall be lawful for all, any, and every of the Parties interested therein, without any previous Notice to the said Company, to make and do all needful and necessary Repairs and Work for the Purposes and to the End aforesaid, at the Expences, Costs, and Charges of the said Company, to be recovered in manner hereinbefore provided respecting the making and repairing of Bridges and Roads.

CXIII. Provided always, and be it further enacted, That the Arch of the Aqueduct to be erected, built, and carried across the River *Tone* by virtue of this Act, shall be placed, erected, built, and carried across and over the said River so as and in such Manner that the Height of the Span or Roof of the said Arch shall be Nine Feet in the Clear at the least, immediately over the Towing Path at the Side of the said River *Tone*, in order to prevent any Hindrance or Impediment to the Navigation of the said River *Tone*: Provided also, that such Aqueduct shall not be constructed over the said River *Tone*, until the said Canal hereby authorized is so far advanced in execution towards the said River *Tone*, as to render the making of such Aqueduct necessary for carrying on the Works hereby authorized.

CXIV. Provided always, and be it further enacted, That it shall be lawful for the said Company of Proprietors, and they are hereby empowered, by themselves, their Agents or Workmen, at the Places where they shall erect any Aqueduct or Archway over any River, Drain, Rhine, or Stream, by virtue of this Act, by and with the Consent in Writing (but not otherwise) of the Conservators of the said River *Tone*, and of the Owners of such other Rivers, or of Persons otherwise interested therein, Drains, Rhines, or Streams respectively, to alter and divert the present Current or Course of such River, Drain, Rhine, or Stream within One thousand Yards of the Line of the said Canal, in case such Diversion or Alteration shall appear to the said Company to be for the Benefit and Advantage of the said intended Navigation; and provided, that by means of such

Company to
build Aque-
duct over
River *Tone*.

Power to
divert the
Course of
Rivers in cer-
tain Cases for
the Improve-
ment thereof.

Alteration.

Alteration and Diversion, the Current or Course of the said River, Drain, Rhine, or Stream is improved and rendered more commodious, but subject to such and the like Provision for making Compensation and Satisfaction for Damages by them done in making any such Alteration or Diversion as aforesaid, as are by this Act provided with respect to the Satisfaction to be made to the Owners of Land to be taken for the Use of the said intended Canal.

Company to pay all Damages done by them to private Roads.

CXV. Provided always, and be it further enacted, That if the said Company of Proprietors, or any of their Servants or Workmen, or other Persons employed by them, shall at any Time or Times hereafter cut, or turn up, or in any way destroy, injure, or damage any private Roads, Ways, or Paths whatsoever, or the Posts, Rails, or other Fences belonging to the same, then and in every such Case it shall be lawful for the Surveyors or Overseers of the Highways, Commissioners of the Pavements, and all and every other Persons who are by Law empowered in the several Districts where such Destruction or Damage may occur, to restore, repair, and amend the same, and the Expence, Costs, and Charges attending the same shall be paid to the several Parties who shall have borne and incurred the same, by the said Company of Proprietors; and also the said Company shall from Time to Time, and at all Times hereafter, when the same shall be necessary, well and sufficiently repair and amend all and every the new Roads and Ways, Subways, Tunnels, and Archways, which the said Company shall, in pursuance of the Powers and Authorities herein contained, open and make and cause to be opened and made in pursuance of the Powers of this Act; and if such new Roads and Ways, or Subways, Tunnels, or Archways, or any of them, shall at any Time or Times hereafter become out of Repair, so that any Presentment or Indictment of or respecting the same shall be made, or whereby the Inhabitants of any Hamlet or Place shall or may be put to any Expence in or about defending such Presentment or Indictment, or by means of any Judgment to be pronounced thereon, or in anywise relating thereto, then the said Company, upon Notice of such Expence to be given by the Surveyors of the Highways, or of the Vestry, or Directors, Trustees, or Guardians of the Poor of any such Parish or Place for the Time being; to the Treasurer or Clerk of the said Company, shall forthwith pay all such Sum or Sums of Money to the said Overseers, Surveyors, Vestry, or Directors, Trustees, or Guardians, for the Use of the Poor of such Parish, Hamlet, or Place respectively; and the Receipt or other Acknowledgment of such Overseers or Surveyors, or Clerks of such Vestry, Directors, Trustees, or Guardians; shall be a full and sufficient Acquittance to the said Company, to all Intents and Purposes whatsoever, and against all Persons whomsoever; and if any or either of the Sums of Money herein-before mentioned shall not be paid within Ten Days next after Notice and Demand thereof from the Clerk or Treasurer of the said Company, by the Parties respectively entitled to receive the same, or their Clerks or Agents, then every such Sum and Sums of Money shall be recovered from the said Company by Action of Debt, to be brought in any of His Majesty's Courts of Record at *Westminster*.

CXVI. And

CXVI. And be it further enacted, That if the Owners or Occupiers of any Lands, Mills, Tenements, or other Hereditaments, through which the said Canal, and the said Canals or Feeders of the said Reservoirs, or any or either of them, shall be made, do or shall at any Time or Times hereafter choose 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 Directors of the said Company, 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 and the like Construction with others made and erected by the said Company, in, over, or near to the said Canals, 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 hereby directed to be made, 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.

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

CXVII. And whereas it may happen from Floods, or from some unexpected Accidents, that the Locks, Weirs, Flood Gates, Dams, Banks, Feeders, 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 enacted, That when and as often as any such Case shall happen, it shall be lawful for the said Company of Proprietors, from Time to Time, or for their or any of their Servants, Agents, or Workmen, without any Delay or Interruption from any Person or Persons whomsoever, to enter into any Lands, Grounds, or Hereditaments adjoining or near to the said Canal, Reservoirs and their Feeders, Locks, Docks, Basins, 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 admit, 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 Ten Days next after the same shall be

Power to get Materials from adjacent Lands for Repair of Works damaged by Floods, &c.

[*Local.*]

67 Y.

demand;

demanded; which Damages; and the Compensation to be made in respect thereof; shall be settled and determined, or assessed, by the Ways and Means hereint-before prescribed and directed with respect to other Damages to be done by making and completing the said Navigation.

Commissioners of Sewers not to interfere with the making of the Canal.

Company not to use any Stream belonging to the Commissioners of Sewers, &c.

OXVIII. And be it further enacted, That it shall not be lawful for any Commissioners of Sewers to prevent; impede; or obstruct; or in any Manner to controul or interfere with the making of the said Canal or Navigation hereby authorized to be made, or any of the Works thereto belonging, or to take away, divert, use, or draw off any of the Water of the said Canal or Navigation, or of the Works thereunto belonging, or to let, carry, or bring into the same any Water, without the Consent of the said Company; or in any Manner to controul or interfere with the Management thereof; or to injure the said Canal or any of the Works belonging thereto: Provided always, that the said Company of Proprietors shall not take or make use of; for any of the Purposes of this Act, any Stream or Streams whatever accustomed to flow down or come into any of the Sewers of or belonging to any Commissioners of Sewers, but that the said Company shall, at their own proper Costs and Charges, from Time to Time make good all Sewage of or belonging to the said Commissioners which shall at any Time or Times be disturbed or in anywise interfered with in making and maintaining the said intended Canal, or any of the Works thereof, so as that such Sewage across the Line of the said intended Canal shall at all Times be or remain as complete and perfect as at present; and the said Company shall, at their own proper Costs and Charges, subject to the Inspection and Approbation of the Surveyor for the Time being of such Commissioners of Sewers, erect and make, or cause to be erected and made, such and so many Culverts; Sluices; Drains, Arches, and other Works as shall be necessary for the Purposes aforesaid; and all such Culverts, Sluices, Drains, Arches, and other Works, shall at all Times thereafter be kept, maintained, and repaired at the proper Costs and Charges of the said Company; but the same shall be under the Management, Controul, and Jurisdiction of the said Commissioners of Sewers.

Enabling Company to cleanse adjoining Water-courses at LandOwner's Expence.

CXIX. And be it further enacted, That if at any Time hereafter the Streams, Watercourses, Ditches, or Drains belonging to any Owner or Occupier of Lands adjoining or lying contiguous to the said Canal, Reservoirs and their Feeders, Locks, Docks, Basins, 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 Water from the Drains, Culverts, and Passages belonging to the said Navigation, and if the same shall not be perfectly cleansed and opened within Seven Days after Notice in Writing shall have been given thereof to or left at the Place of Abode of such Owner or Occupier, by the Clerk or any Agent of the said Company of Proprietors, 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 Justices of the County wherein any such Stream, Watercourse, Ditch, or Drain shall be situated) from Time to Time,

as often as there shall be Occasion, to open, cleanse, or cause to be opened and cleansed; the said Streams, Watercourses, 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 Streams, Watercourses, Ditches, and Drains so opened and cleansed shall belong; and in case of Refusal to satisfy the same for the Space of Two 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, or in case he, she, or they not being to be found so as to be personally served; then after Demand in Writing shall have been made and left at the Dwelling House, or if no Dwelling House, then at the most conspicuous Place on the Property near such Stream, Watercourse, Ditch, or Drain so cleansed, such Charges shall and may be recovered in such Manner as Forfeitures and Penalties are hereinafter directed to be recovered.

CXX. And to the Intent 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 of Proprietors 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 the said Reservoirs, and their Canals or Feeders, and the Trenches, Streams, and Watercourses communicating therewith, and the Towing Paths on the Sides thereof respectively, of such Breadth, Depth, 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, Reservoirs, and their Feeders, without obstructing or impounding the same more than formerly; 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, Reservoirs, and their Feeders, Locks, Docks, Basins, and other Works hereby directed to be made, or either of them, to the Prejudice of any of the Lands or Grounds contiguous thereto; and also to make, in proper Situations, Watering Places for Cattle; where by means of the said Canal, Reservoirs and their Feeders, or either of them, the Cattle of any Person or Persons occupying Lands adjacent to the said Canals, Reservoirs, and their Feeders, Locks, Docks, Basins, or other Works; or any or either of them, shall be deprived of their ancient Watering Places, and to supply the same at all Times with Water; and 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 Twenty Days Notice in Writing shall, by or on behalf of the said Owners or Occupiers of Lands adjoining or lying near to the said Canal, Reservoirs and their Feeders, Locks, Docks, Basins, and other Works hereby directed to be made, or either of them; be given to the said Company, 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

Drains to be made to convey Water from Lands adjoining; and for providing Watering Places for Cattle.

shall be lawful for any Person or Persons to apply for and obtain an Order in Writing from any Two 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 Discretion, 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 of Proprietors; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Twenty Days after Demand thereof made upon the said Company, 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, and Passages for Water and Watercourses, leading to or from the Drains, Culverts, and Passages of the said Canal, Reservoirs and their Feeders, Locks, Docks, Basins, and other Works hereby directed to be made, and each and every of them, sufficiently cleansed and opened, to convey Water into and along the same; and provided also, that nothing in this Act contained shall extend to enforce the admitting of any Water arising from Floods into the said Canal, Reservoirs and their Feeders, Docks, Locks, and Basins, or other Works hereby directed to be made, or any of them, which may injure the said Navigation hereby directed to be made.

Company to
make good
all Damages
done by them
to the public
Roads.

CXXI. And be it further enacted, That the said Company of Proprietors shall and they are hereby required, at their own Costs and Charges, and with all convenient Speed, and with the least possible Inconvenience to the Public, make good, reinstate, and fully repair, amend, and put into good and perfect Condition, all, so much, and such Part and Parts of any Turnpike Road, or other public Roads or Highways, as they the said Company, or their Engineer, Workmen, or others, by or under their Authority, Command, or Direction, or by the Authority of this Act, shall break up, disturb, or in anywise affect in the carrying any Tunnel, Headway, Feeder, Pipes, or any other Work or Works of their intended Canal, through, under, over, or along any Part of such Turnpike Roads, or other public Roads or Highways; and if at any Time or Times hereafter it shall become necessary to add to, alter, or repair the Pipes, Drains, Feeders, or any other of the Works of or belonging to the said Company on or under the said Turnpike Roads, or other public Roads or Highways; or if from Accident or otherwise any Obstruction or Injury shall be occasioned by the said Company to the Road or Roads aforesaid, by any Addition, Alteration, or Repair of any of the Works belonging to the said Company, such Additions, Alterations, or Repairs shall be made and done, and such Obstructions removed, and such Injury made good, and such Part or Parts of the Road or Roads aforesaid put into good and perfect Condition, by and at the Costs and Charges of the said Company, and with the least possible Inconvenience to the Public; and the said Company shall and will,
at

at their like Costs and Charges, defray, reimburse, and make good to the Trustees of such Turnpike Roads, and the Surveyors of the other public Roads or Highways, all Loss, Costs, Charges, Damages, and Expences which they the said Trustees, or the Surveyors, shall or may by any means bear, pay, suffer, or be put unto, for or by reason or means of the said Company, or their Engineer, Workmen, or others, under the Authority aforesaid, so breaking up, disturbing, or anywise affecting the Road or Roads aforesaid; and in Cases of Emergency, or Neglect on the Part of the said Company to make good, reinstate, repair, amend, and put into good and perfect Condition such Turnpike and other public Roads or Highways, all such Repairs, Obstructions, and Injuries shall be done, removed, and made good by the Trustees or Surveyors of such Road or Roads respectively, and all reasonable Charges and Expences attending the same shall be paid and reimbursed by the said Company within Fourteen Days after such Charges and Expences shall be demanded, and in default thereof the same shall be recovered by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXXII. And be it further enacted, That it shall be lawful for the Owners and Occupiers of any Lands adjoining to the said intended Canal, and the said Canals or Feeders of the said Reservoirs, to use any Pleasure or Farming Boat or Boats upon the said intended Canal, (not passing through any Lock, unless with the Consent of the said Company, or upon Payment of such Rates, Tolls, or Dues as may be agreed upon), without any Interruption from the said Company, or any of their Officers or Agents, and without paying any Rate for the same, but such Pleasure or Farming Boats shall not be made use of for carrying any Goods or other Things, except Materials and Implements in Husbandry and Farm Produce from one Farm to another, or from Part of a Farm to another, such Farm and Farms, or Parts of a Farm, belonging to one Person, or in the Occupation of one Tenant only; and so as the same shall not obstruct, prejudice, or injure the Navigation of the said intended Canal, or the Towing Paths on the Sides thereof, and subject, in respect of any such Obstructions, Prejudice, or Injury, to the Penalties herein-after provided against Persons obstructing, prejudicing, or injuring the said Navigation contrary to this Act.

Power for Owners and Occupiers of Lands to use Pleasure or Farming Boats.

CXXIII. And be it further enacted, That any Owner or Owners of any Lands or Grounds through which the said Canal, Reservoirs and their Feeders, Locks, Docks, or Basins, and other Works hereby authorized to be made, or any or either of them, shall be made by virtue of this Act, may make, build, construct, and use any Wharfs, Quays, Landing Places, Cranes, Weighbeams, or Warehouses in or upon his, her, or their respective own proper Lands and Grounds adjoining to the said Canal, Reservoirs and their Feeders, Locks, Docks, or Basins, and other Works, or either of them; and any Lord or Lords, Lady or Ladies of any Manor or Manors through which the said Canal, Reservoirs and their Feeders, or either of them, shall pass, may make, build, construct, and use such Wharfs, Quays, Landing Places, Cranes, Weighbeams, or Warehouses on the Wastes, so that the making, constructing, or using thereof respectively shall not in any manner

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

[Local.]

67 Z

manner

manner obstruct or prejudice the Navigation, or any Part thereof, or damage the Towing Path or Fence on the Side thereof: Provided nevertheless, that no Ship, Boat, Barge, or other Vessel lying or moored in any Recess, or against any Wharf to be made by virtue of this Act, shall reduce the Passage of the said Canal to a less Width than the Width of the said Canal, and the said Canals or Feeders of the said Reservoirs respectively, in order that the Navigation of the said intended Canal and collateral Cut, or either of them, may not be anyways obstructed.

Company
may make
Wharfs, &c.
if Land
Owners
neglect after
Notice.

CXXIV. 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 Directors shall think necessary on such Lands, Grounds, or Wastes, within Four Calendar Months after Notice shall have been given to them for that Purpose by the said Directors, then and in such Case the said Company of Proprietors 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, Reservoir and their Feeders, Locks, Docks, Basins, and other Works hereby directed to be made, 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 Thirty Days after Notice from the said Directors for that Purpose, it shall be lawful 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.

Rates to be
taken for
Wharfage
by Land
Owners, &c.

CXXV. 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 landed therefrom into, or discharged thereupon from any Boat, Barge, or other Vessel, and shall not be upon such Wharfs or Quays, or which shall not be thereon for a longer Space of Time than Twenty-four Hours, then the Sum of One Halfpenny *per* Ton, nor more than One Penny *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 Twenty-four Hours as aforesaid, but shall not continue thereon for a longer Space of Time than Seven Days, (except Coal, Iron, and Limestone, which may remain

remain thereupon for Two Calendar Months, upon Payment of the said One Penny *per Ton*); and after such Time, the Sum of One Farthing *per Ton per Day* shall be paid for such Wharfage.

CXXVI. 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, Weighbeam, 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, Reservoirs and their Feeders, Locks, Docks, Basins, and other Works hereby directed to be made, or either of them, for his, her, or their private Use only; any thing herein-before contained to the contrary notwithstanding.

Not to authorize Persons to use private Wharfs.

CXXVII. And be it further enacted, That in all Cases where the Owner or Owners, Occupier or Occupiers of any Close or Closes, or Piece or Pieces of Land or Ground adjoining or lying near to the said Canal, shall, by means of any thing done in pursuance of this Act, be deprived of as commodious a Communication and Access to and from such Close or Closes, or Piece or Pieces of Land or Ground as they now enjoy, and who can or may have Access to the same by means of the Towing Path to be made on the Sides of the said Canal, and the said Canals or Navigable Feeders of the said Reservoirs, then and in such Case it shall be lawful for his, her, or their Servants or Agents from Time to Time; and at all Times hereafter, to go, pass, and repass on and along the said Towing Path to and from such Close or Closes, Piece or Pieces of Ground, for the Purposes of Communication, and such Access thereto as aforesaid, together with their Horses, Cattle, Carts, and other Carriages, in such Manner as they have been accustomed to communicate and have Access thereto and therewith before they were deprived of such commodious Access, without paying any Toll, or being liable to make any Satisfaction to the said Company for the same, so long as such Owner or Owners, Occupier or Occupiers shall be deprived of such Access by the Means aforesaid.

Persons deprived of Roads to use Towing Path.

CXXVIII. And be it further enacted, That the said Company of Proprietors are hereby fully empowered, in such Parts of the said Canal, and the said Canals or Navigable Feeders of the said Reservoirs hereby authorized to be made, or any or either of them respectively, as shall not be of sufficient Breadth for admitting a Ship or Boat, Barge, or other Vessel to turn about or lie whilst another Ship or Boat shall pass, to make and erect proper Spaces, Recesses, or Openings into the Lands adjoining the said Canal and collateral Cut, at convenient Distances from each other, for the turning, lying, or passing by of any such Ships, Boats, Barges, or other Vessels; and all such Ships, Boats, Barges, and other Vessels which shall be hauled or navigated upon the said Canal, or the said Canals or Feeders, or any or either of them respectively, shall, upon meeting any other Ship, Boat, Barge, 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 Directors shall from Time to Time appoint; and if any Ship,

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

Obstructions
to be re-
moved.

Ship, Boat, Barge, or other Vessel shall be placed or shall lie abreast in any Part of the said Canal, or the said Canals or Feeders, not being moored at both Ends or 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 or unloading, implacing, or otherwise misconducting any Ship, Boat, Barge, or other Vessel, and shall not immediately, upon Request made, alter the Situation of such Ship, Boat, Barge, 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 the said Canals or Feeders, or any of them, or throw any Trees, Ballast, or other Thing or Things into any Part of the said Canal, or the said Canals or Feeders, or any of them, or into any of the said Ports or Harbours, or into any Dock or Basin, Lock, or other Water belonging to any of the Works hereby authorized to be made, or shall obstruct the Navigation in any Part thereof; or if any Person or Persons shall load or unload any Ship, Boat, Barge, or other Vessel on the Sides of the said Canal, or the said Canals or Feeders, or either of them, otherwise than at Quays or Wharfs built along the Sides of the said Canal, or at some Place assigned by the said Company, such Person so offending shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds; and it shall be lawful for the said Company to cause any such Ship, Boat, Barge, 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 and along the said Navigation, and to keep and detain such Boat, Barge, or other Vessel, and the Loading thereof, or any Part of 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.

Vessels sunk
to be weighed
up.

CXXIX. And be it further enacted, That if any Ship, Boat, Barge, or other Vessel shall be sunk in any Part of the said Canal, or the said Canals or Feeders, or in the said Ports or Harbours, or in any Dock, Basin, or Lock belonging thereto, and the Person or Persons having the Care of such Ship, Boat, Barge, 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, Barge, 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.

The Com-
pany em-
powered to
take Rates.

CXXX. And be it further enacted, That in consideration of the Charges and Expences which the said Company of Proprietors will be at in making and maintaining the said Canal and other the Works hereby authorized, it shall be lawful for the said Company from Time to Time, and at all Times for ever hereafter, to ask, demand, take, and receive, to and for their own Use and Benefit, for the Tonnage of all Goods, Wares, and Merchandizes and Commodities whatsoever, which shall be carried and conveyed upon the said Canal, Cuts, Branches, Reservoirs, or Feeders hereby authorized, or any Part thereof

thereof respectively, of and from the Owner or Owners of such Goods, Wares, Merchandizes, or Commodities, or of or from the Owner or Owners, or Person or Persons having the Care, Custody, or Charge of, or navigating the Ships, Boats, Barges, or Vessels conveying the same, at the Option of the said Company of Proprietors, the respective Rates, Tolls, and Duties herein-after mentioned; (that is to say),

For all Hay, Straw, Dung, Peats, and Peat Ashes, Chalk, Marl, Clay, Sand, Lime, Limestone to be used for Manure, and for all other Articles intended to be used for Manure, and for all Materials for the Repair of Roads, and for all Coals, Culm, Coke, Cinders, Charcoal, Iron, Stone, Bricks, and Tiles, any Sum not exceeding One Penny *per Ton per Mile*, and so in proportion for any Part of a Mile; Rates:

And for all other Goods, Wares, Merchandize, and Commodities whatsoever, in respect of which no Toll, Rate, or Duty is herein-before made payable, any Sum not exceeding Three-pence *per Ton per Mile*.

And all such Rates, Tolls, and Duties shall be payable respectively in proportion for any greater or less Quantity than a Ton, or greater or less Distance than a Mile: Provided nevertheless, that in all Cases where any Ship, Boat, Barge, or other Vessel shall be navigated, or pass by any Post, Mark, or Place where such Post or Mark had stood or been fixed on the Side of the said Canal, Cuts, Branches, or Works respectively, describing and regulating the Length of a Quarter of a Mile, (and which Posts or Marks the said Company of Proprietors are hereby required to cause to be affixed or set up) the said Rates, Tolls, and Duties shall be paid for a full Quarter of a Mile, although such Ship, Boat, Barge, or other Vessel shall not have actually passed the full Quarter of a Mile; and in all Cases when the Weight of the Lading contained in any such Ship, Boat, Barge, or other Vessel shall not make up an even Quarter of a Ton, yet the said Rates, Tolls, or Duties which would be payable for a Quarter of a Ton shall be paid to the said Company of Proprietors for any less Quantity: Provided always, that if the said Company shall not place or affix, or cause to be placed or affixed, such Posts or Marks as aforesaid, they shall forfeit and pay any Sum not exceeding Ten Pounds. Toll to be paid for a full Quarter of a Mile, or Quarter of a Ton.

CXXXI. And for the better ascertaining the Tonnage of Timber and of light Goods, to be charged with the Payment of the Rates, Tolls, or Duties aforesaid, be it further enacted, That Forty Cubic Feet of Oak, Ash, Elm, Beech, Larch, Mahogany, and other heavy Timber or Wood, whether squared or not, and Fifty Cubic Feet of Pine, Fir, Deal, Poplar, and other light Timber or Wood, whether squared or not, and Forty Cubic Feet of Goods which shall not weigh Twenty Hundred Weight of One hundred and twelve Pounds, shall be deemed, rated, and estimated as and for One Ton Weight. For ascertaining the Weight of Timber and light Goods.

CXXXII. Provided always, and be it further enacted, That in case any loaded Ship, Boat, Barge, or other Vessel navigating the said Canal shall pass along the same a Distance of less than Ten Miles, and shall pass any Lock or Locks, such Ship, Boat, Barge, or other Lockage Rates upon loaded Vessels in certain Cases.

[Local.]

other Vessel shall, in addition to the Rates and Duties herein-before authorized to be taken and received, be subject and liable to pay, and the said Company are hereby authorized and empowered to take, any Rate or Toll not exceeding One Penny *per* Ton, as upon One hundred and fifty Tons at the least, upon passing the First Lock upon the said Canal; and One-half of such Amount at every succeeding Lock.

Tonnage on entering or leaving the Canal in certain Cases.

CXXXIII. And be it further enacted, That the said Company shall have full Power and Authority to receive and take, for any Ship, Boat, Barge, or other Vessel for passing the Tide Locks, on entering into or going out of the said Canal at either End thereof, whether laden, unladen, or in ballast, and which shall not have navigated and paid the Rates and Tolls for the whole Length of the said Canal, any Rate or Sum not exceeding Two-pence *per* Ton upon the registered Tonnage of such Ship, Boat, Barge, or other Vessel: Provided always, that in case any such Ship, Boat, Barge, or other Vessel shall be of a less Tonnage than One hundred and fifty Tons, such Ship, Boat, Barge, or other Vessel shall be chargeable nevertheless upon a Tonnage of One hundred and fifty Tons, for passing such Tide Lock or Locks.

Tonnage on Vessels unladen or in ballast.

CXXXIV. Provided always, and be it further enacted, That the said Company shall have full Power and Authority to take and receive for any Ship, Boat, Barge, or other Vessel (other than Vessels used for farming or agricultural Purposes), whether unladen or in Ballast, and which shall pass along the said Canal a Distance of Ten Miles or upwards, any Sum not exceeding One Penny *per* Ton *per* Mile of such Distance as upon One hundred and fifty Tons at the least; and in case such Ship, Boat, Barge, or other Vessel (other than as aforesaid), whether unladen or in Ballast, shall pass along the said Canal a less Distance than Ten Miles, and shall pass any Lock or Locks (except the Tide Locks at the Entrance of the Canal at either End thereof), a like Rate or Sum not exceeding One Penny *per* Ton *per* Mile of such Distance; and also a Rate for passing such Lock, not exceeding the Rate of One Penny *per* Ton, as upon One hundred and fifty Tons at the least, for the First Lock through which such Ship, Boat, Barge, or other Vessel shall pass, and One-half of such Amount for every succeeding Lock.

Rates to be taken for Ships and Vessels entering the Harbours, and not using the Canal.

CXXXV. And whereas it may frequently happen that Ships and Vessels not intending to use the said Canal or Navigation, may enter into the said Harbours or Ports hereby authorized to be made and constructed at *Beer* Harbour, otherwise *Seaton* Bay, and at or near *Stolford* or *Bridegwater* Bay, herein-before particularly specified, either for the Purposes of Trade or for Protection and Refuge: And whereas by reason of the great Expence to be incurred by the said Company of Proprietors in constructing and maintaining the said Harbours or Ports, with their Piers, Lights, Jetties, and other Works, and rendering them commodious and beneficial to the Navigation of the respective Channels or Seas, it is reasonable that the said Company should also have, take, and receive reasonable Port or Harbour Rates and Light Dues from such Ships and Vessels as shall resort to, take Refuge,
or

or in any Manner enter the said Ports or Harbours so to be made and constructed, by way of Compensation for the Expence of constructing and maintaining the same; be it further enacted, That it shall be lawful for the said Company of Proprietors to ask, demand, take, and recover, to their own Use and Behoof, the Dues, Rates, Tolls, and Sums following; (that is to say),

Any Rate, Toll, or Duty, not exceeding Three-pence *per* Ton, on every Vessel of Twenty Tons Burthen and upwards, according to the registered Tonnage of every such Ship or Vessel, and whether the same be laden or in Ballast; and in case of no Registry, then the said Rates shall be levied on the estimated Tonnage of every such Ship or Vessel. Rates.

And also such Rates, Tolls, and Duties hereby authorized to be taken and collected for any Ships or Vessels entering the said Harbours or Ports; or either of them, without using the said Canal, shall be paid by the Owner or Owners, Master or Person having the Care, Control, and Management of such Ships or Vessels; and the said Company shall have the like Powers for enforcing the Payment thereof as are hereby given to them in respect of the Tolls, Rates, and Duties authorized to be taken and collected for Vessels using the said Canal.

CXXXVI. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to Ships, Vessels, or Boats belonging to or employed in the Service of His Majesty, His Heirs and Successors, or in the Service of the Customs or Excise, or Post Office, using the said Harbours, or to any of the Officers or Persons employed therein respectively, or in the Service or Employ of the Admiralty, Ordnance, or Navy Board; or to any Naval or Ordnance Stores, or other Matters imported into or exported from the said Harbours, for the Use of the Navy or Army, or to any Yachts or Pleasure Boats, or other Vessels belonging to His Majesty, or any other Member of the Royal Family; nevertheless, the Captain or Master of every such Ship, Vessel, or Boat, shall be answerable for all Damage done by such Ship, Vessel, or Boat, or by the Mariners or others on board the same, to the Harbours, Wharfs, or Works, or the Machinery or Tackle connected therewith, or to the Shipping therein, with full Costs of Suit.

Ships, Vessels, &c. in His Majesty's Service, &c. exempted from Harbour Rates.

CXXXVII. And be it further enacted, That it shall be lawful for the said Company of Proprietors from Time to Time to demand and take the several and respective Tolls following; (that is to say),

Tolls for passing on the Towing Paths, &c.

For every Horse or other Beast passing on any Towing Paths of the said Company of Proprietors (save and except such as shall be hauling or drawing any Ship, Boat, Barge, or other Vessel, and such as shall be going from Field to Field, or to or from Water or Pasture, or to or from any adjoining Bridge to any adjoining Close), before the same shall be permitted to pass through any Bar or Gate or Bars or Gates (which Bars and Gates the said Company of Proprietors are hereby empowered to erect or cause to be erected) not exceeding the Sum of Three-pence.

Provided

Provided always, that so long as the said Towing Paths, or any of them, or any Part thereof, shall be kept open, and shall not be closed, in manner herein-after provided, all and every Person and Persons shall be entitled to use and pass so much only of the said Towing Paths as shall lie and be situate between any Two Bridges, or any Two Subways or Tunnels, where no Bridge shall intervene, or between any Bridge and Subway or Tunnel, but no more or greater Part thereof, and not further along the same, without paying or being liable to pay Toll for passing along the same.

Tolls to be taken but Once a Day.

CXXXVIII. And be it further enacted, That no such Tolls shall be demanded or taken for any such Horse or other Beast more than Once in a Day, to be computed from Twelve of the Clock at Night until Twelve of the Clock in the succeeding Night, or at any more than One Bar or Gate in every Eight Miles on the same Day for the same Horse or other Beast, on a Ticket or Tickets denoting the Payment of such Toll or Tolls on that Day being produced to the Toll Gatherer or Toll Gatherers, which Ticket or Tickets all and every Toll Gatherer and Toll Gatherers shall, and he, she, and they is and are hereby required to deliver *gratis* on Payment of such Toll or Tolls: Provided always, that it shall be lawful for the said Company of Proprietors absolutely to close and shut up the Towing Paths belonging to the said Canal, or the said Channel or Feeders of the said Reservoirs, or any Part thereof, and all other the Part of the said Navigation and Works, except for the Purposes of the said Canal, and for the convenient Use of the Towing Paths, for such Persons as shall by virtue of this Act be entitled to use the same.

Table of Tolls to be put up.

CXXXIX. And be it further enacted, That after any Toll Gate shall be erected by virtue of this Act, the said Company or their said Directors shall and they are hereby required to put up, or cause to be put up, and afterwards to be continued at every such Toll Gate, a Table painted in distinct and legible Black Letters on a Board with a White Ground, containing at the Top thereof the Name of the Gate at which the same shall be put up, and also a List of all the Tolls and Rates of Tonnage payable at every such Gate, distinguishing the several Tolls and Rates to be paid by virtue of this Act, and to renew such Boards whenever any of the Letters or Figures thereof shall be worn out, defaced, or obliterated: Provided always, that it shall not be lawful for the said Company to demand or take, or cause to be demanded or taken, any Rates for or in respect of any Horse or other Beast, or of any Goods, Wares, or Merchandize, or other Things, but for and during such Time as the Board so painted as aforesaid shall remain affixed at such Toll Gate.

For settling Disputes concerning the Tolls.

CXL. Provided always, and be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates, Tolls, or Duties due, or the Charges occasioned by any Distress, it shall be lawful for the Collector or Person distraining to detain such Distress, or the Money arising from the Sale thereof (as the Case may happen), until the Amount of the Rates, Tolls, or Duties due, and the Charges of seizing, distraining, keeping, or selling such Distress (as the Case shall

shall happen) shall be ascertained by One or more Justice or Justices of the Peace of the County or Place where such Dispute shall arise, who, upon Application made to him or them for that Purpose, shall examine the said Matter upon Oath of the Parties, or other Witness or Witnesses, and determine the Amount of the Rates, Tolls, or Duties due; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the Parties to the other of them as he shall think just and reasonable; and in case of Non-payment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same, by Warrant under the Hand and Seal of such Justice.

CXLI. And be it further enacted, That every Toll Collector shall, and he is hereby required to place his Christian and Surname, painted on a Board, in legible Characters in the Front or some other conspicuous Part of the Toll House or Toll Gate, immediately on his coming on Duty, each of the Letters of such Name or Names to be at least Two Inches in Length, and of a Breadth in proportion, and painted either in White Letters on a Black Ground or Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the same Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be such Collector as aforesaid, or shall demand or take a greater or less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand and take a Rate or Toll from any Person or Persons who shall be exempt from the Payment thereof, and claim such Exemption, or shall refuse to permit or suffer, or shall in anywise hinder any Person or Persons from reading the Inscriptions on the Boards to be affixed and placed as aforesaid, or either of them, or shall refuse to tell his Christian and Surname to any Person or Persons who shall demand the same, on having paid the said Rates or Tolls, or any of them, or shall, in answer to such Demand, give a false Name or Names, or upon the legal Rate or Toll being paid or tendered, shall unnecessarily detain or wilfully obstruct, hinder, or prevent any Person or Persons from passing through any Turnpike or Toll Gate, or shall make use of any scurrilous or abusive Language to any Treasurer, Clerk, Surveyor, or other Officer, then and in every such Case every such Toll Collector shall forfeit and pay any Sum not exceeding Ten Pounds.

CXLII. And be it further enacted, That it shall be lawful for the said Company of Proprietors, at a General Assembly of Proprietors specially convened, to reduce all or any of the Rates, Tolls, Tonnage Dues and Duties taken in pursuance of this Act, and again from Time to Time to raise the same to such Sum and Sums of Money as they shall think proper, not exceeding the Sums specified in this Act, as often as it shall be deemed advantageous or necessary; provided that no such Reduction or Variation shall take place at any such Assembly, unless by a Majority of Votes equal to Five hundred of the Shares represented at such Meeting; and provided also, that

[Local.]

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no

For preventing Toll Collectors from taking undue Rates or Tolls.

Rates may be varied.

no such Reduction shall be made so as to affect or prejudice any Lease of the Rates, Tolls, Tonnage Dues and Duties, or any Part thereof, to be made by virtue of this Act.

Company
may lease
Tolls.

CXLIII. And be it further enacted, That it shall be lawful for the said Company of Proprietors or their Directors, and they are hereby authorized and empowered, by Writing under their Common Seal, from Time to Time to let to farm the Tolls, Rates, Duties, Port or Harbour Dues hereby granted respectively, and each and every of any Part or Parts thereof; upon the Whole or any Part or Parts of the said Navigation and Ports and Harbours, unto any Person or Persons for any Time or Term they shall think proper, not exceeding Three Years from the Commencement of any Lease, or to contract with any Person or Persons for the Passage of his, her, or their Ships, Boats, Barges, or other Vessels and Cargoes; and every such Lease shall be valid and effectual, and the Lessee or Lessees thereof, and also such Person or Persons as such Lessee or Lessees shall appoint to collect and receive the Rates so let, shall, during the Continuance of such Lease, be deemed Collectors of the Rates so let, and shall have the same Powers and Authorities for collecting and recovering the same, as if they had been appointed for that Purpose by the said Company of Proprietors; provided, that except in the Case of contracting with any Person or Persons for the Passage of his, her, or their Ships, Boats, or Vessels and Cargoes respectively, public Notice of the Intention to let the said Tolls, or any Part thereof, be given by Writing under the Hands of the Directors, or any Five or more of them, by Advertisement in One Newspaper usually circulating in each of the Counties of *Devon*, *Dorset*, and *Somerset*, at least Fourteen Days prior to the Day at which the said Rates, or any Parts thereof, are proposed to be let as aforesaid.

Power to
distrain for
Wharfage,
&c.

CXLIV. And be it further enacted, That the said Company of Proprietors or their Directors shall and may take, seize, and detain, for the Wharfage Dues, and for Warehouse Rent, any Goods, Wares, or Merchandizes deposited in any Warehouse or Warehouses, or in or upon any Wharf or Place belonging to the said Company, in respect whereof such Wharfage Dues or Warehouse Rent shall become payable; and in case of Nonclaim of such Goods, Wares, and Merchandizes, or on Nonpayment of such Wharfage Dues and Rent within the Space of Three Calendar Months next after the same shall have been so deposited, to sell and dispose thereof by public Auction or private Contract, as they shall think best, and out of the Monies to arise from such Sale or Sales, having first paid all Duties of Customs and Excise due in respect thereof, to pay and satisfy themselves the said Dues and Rent, and all Costs, Charges, and Expences attending such Sale and Sales, rendering the Overplus (if any be), upon Demand, to the Owner or Owners thereof respectively (Oath being first made in Writing, if required, by such Owner or Owners, of his, her, or their Right and Title to the said Property so sold and disposed), before some Justice or Justices of the Peace of and for the said Counties of *Devon*, *Dorset*, and *Somerset*, as the Case may be, which Oath any such Justice is hereby duly authorized and required to administer.

CXLV. And be it further enacted, That every Owner, Master, or other Person having the Care or Command of any Boat or Barge passing upon the said Canal, and the said Canals or Feeders of the said Reservoirs hereby authorized and directed to be made, or either of them, shall cause his Name and Place of Abode, and a progressive Number of his Boat or Boats, Barge or Barges, to be registered and entered with the Clerk or Clerks of the said Company, or such other Officer or Officers of the said Company as shall be appointed for such Purpose, and shall also cause such Name, Place of Abode, 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 Barge, 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, of such convenient Height, and under such Regulations as the Directors of the said Company shall from Time to Time direct, so that the true Weight of the Loading on board may at all Times be thereby clearly ascertained and shewn; and shall permit and suffer every such Boat and Barge to be gauged, weighed, and measured at the Expence of the said Company, 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 such Boat or Barge, who shall navigate the same upon the said Canal, and the said Navigable Canals or Feeders of the said Reservoirs hereby directed to be made, or either of them, without having such Names, Figures, or 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 Ten Pounds.

Boats, &c. navigating the Canal, to have the Names of Owners registered and to be painted thereon, &c.

CXLVI. 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 Care of every Ship, Boat, Barge, or other Vessel navigating upon the said Canal, or the said Canals or Navigable Feeders of the said Reservoirs, or any Part or Parts thereof respectively, 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 Ship, Boat, Barge, or other Vessel, or by his or her 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 Ship, Boat, Barge, 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 Ship, Boat, Barge, or other Vessel, shall be liable to the Payment of the different Rates, then such Account shall specify the Quantities liable

Masters of Boats to give an Account of their Lading.

to

to the Payment of each of the said Rates; and in case the Person having the Care of such Ship, Boat, Barge, or Vessel, shall neglect or refuse to give such Account, or shall refuse to produce his or their Manifest, and other Ship's Papers, and the Invoice and 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 Ten 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, Barges, or other Vessels respectively, over and above the Rates which shall be payable for the same by virtue of this Act.

Providing for
Cases when
Rates are not
paid.

CXLVII. And be it further enacted, That in case any Master or Commander, Owner or Owners of any Ship, Vessel, Boat, or Barge charged and chargeable with any Rates or Charges allowed to be taken and demanded by this Act, shall refuse to pay the same, then and in such Case it shall be lawful for the Directors of the said Company, or such Person or Persons as they shall appoint to be their Collector or Collectors, Receiver or Receivers, or any or either of them, from Time to Time to go on board any such Ship, Vessel, Boat, or Barge, to demand, collect, and receive the same, and on Nonpayment thereof to take and distrain every Ship, Vessel, Boat, or Barge, and all her Tackle, Apparel, and Furniture, or any Part thereof, either on board or on shore, and the same to detain until he or they be paid and satisfied the said Rates and Charges; and in case of any Neglect and Delay in Payment thereof, then it shall be lawful for the said Directors, or such Person or Persons as they shall have appointed, and shall from Time to Time appoint as aforesaid, their Collector or Collectors, Receiver or Receivers, to cause the same to be appraised by Two or more Sworn Appraisers, or other sufficient Persons, and afterwards to sell the said Distress and Distresses, and therewith to satisfy himself or themselves, as well for and concerning the said Rates and Charges so neglected or delayed to be paid, and for which such Distress and Distresses shall be taken as aforesaid, as also for his or their reasonable Charges in taking, keeping, appraising, and selling such Distress, rendering to the Master, Commander, or Owner of the said Ship, Vessel, Boat, or Barge, in, to, or from which such Distress shall be so taken or belong, the Overplus (if any there shall be) on Demand; and if any Owner, Consignor, or Consignee respectively, of any Coals, Timber, Goods, Wares, or Merchandizes chargeable with any of the Rates or Charges mentioned in this Act, or allowed to be taken under the Provisions of this Act, shall neglect or refuse to pay any of the said Rates or Charges, before such Coals, Goods, Timber, Wares, or Merchandize shall be shipped or removed from the Place where the same shall be landed (as the Case may be), it shall be lawful for the said Directors, or their Receiver or Receivers, Collector or Collectors, having first paid all Duties of Customs and Excise due in respect thereof, to detain the said

said Coals, Timber, Goods, Wares, and Merchandizes, till the said Rates and Charges, together with the reasonable Costs and Charges of keeping the said Coals, Timber, Goods, Wares, and Merchandize shall be paid and satisfied; and in case such Coals, Timber, Goods, Wares, and Merchandize shall happen to be removed before the Rates or Charges payable for the same shall be fully paid, then it shall be lawful for the said Directors, or their Collector or Collectors, Receiver or Receivers, to distrain and take any Goods or Chattels of the Owner, Consignor or Consignee respectively, and to detain and sell the same in manner herein-before mentioned, or the said Company shall and may prosecute any Action or Actions at Law for Recovery of the said Rates or Charges.

CXLVIII. And be it further enacted, That when any Ship or Vessel shall enter into the said Ports or Harbours at *Beer or Stolford*, or either of them, intending to pass through and along the whole Line of the Canal or Navigation, it shall be lawful for the Directors of the said Company, by their Collector of the Rates, Clerk, or other Officer, to demand and require Payment of the Tolls, Rates, and Dues payable in respect of such Ship or Vessel passing along the said Canal or Navigation, at any Time or Place after such Ship or Vessel shall have entered the said Ports or Harbours, or either of them, from the Master, Captain, or other Person in Charge thereof; and in default of Payment of the same, or want of Satisfaction given to such Collector, Clerk, or other Officer, it shall be lawful for the said Company, by their Collector, Clerk, or Officer, and all other the Officers, Clerks, and Servants, and all others in their Employ, and on behalf of the said Company, to stop and detain and prevent the said Ship or Vessel from proceeding and passing onward or through and along the said Canal or Navigation, or from and out of the said Ports or Harbours, or either of them respectively, as the Case may be, with the same and the like Powers of Entry, Distress, and Sale, and with the same and the like Right of Action for enforcing Payment of such Rates, Tolls, and Dues herein-before expressed and declared.

Power to enforce the Payment of Rates from Ships navigating through the Canal.

CXLIX. And be it further enacted, That if any Act or Thing whatsoever shall be done in order to or with Intent to avoid the Payment of any of the Rates or Duties made payable to the said Company of Proprietors, every Person doing or causing to be done any such Act or Thing, shall forfeit and pay to the said Company of Proprietors for every such Offence a Sum not exceeding Ten Pounds, and also the Amount of the Rates or Duties which would have been payable to them, as if such Act had not been done; such Forfeitures and Rates or Duties to be recovered in such and the like Manner as Forfeitures or Penalties of the like Nature, as the said Rates or Duties are hereby directed to be levied or recovered in other Cases.

Punishing Persons avoiding the Tonnage Rate.

CL. And for the better securing and recovering the Tolls, Rates, and Duties by this Act made payable to the said Company of Proprietors, be it further enacted, That in case any Tolls, Rates, or Duties due or payable to the said Company shall not be paid before, at the Time, or immediately after the landing of any Coals, Goods, Wares, or Merchandize upon any Wharf, then it shall be lawful for

Power to distrain Goods, &c. on the Wharfs for the Rates.

the said Company, or any Person or Persons by them authorized and empowered, first paying all Duties of Customs due in respect thereof, at any Time or Times within the Space of Seven Days next after such landing, to seize or distrain all or any Part of such Coals, Goods, Wares, and Merchandize lying or being upon any such Wharf, in respect whereof any such Tolls, Rates, or Duties ought to be paid, and to detain and sell the same in like Manner and as fully and effectually as they may or can seize, detain, and sell any Boat, Vessel, or Goods for Payment of the Tolls, Rates, or Duties hereby authorized to be taken and recovered.

Vessels laden with Hay, Corn, Straw, &c. in Boats, &c. not to pass Locks, except in certain Cases.

CLI. Provided always, and be it further enacted, That no Boat, Barge, or other Vessel, not being a Ship or Sea Vessel, laden with Hay, Straw, or Corn in the Straw, or with any Materials for the Repair of the Roads, or with any Kind of Manure, shall pass through any Lock to be made by virtue of this Act, except at such Times only as the Water shall flow over the waste Weir next above such Lock, but upon Payment of a Toll not exceeding in amount the Rate of One Penny *per* Ton as upon One hundred Tons, at the First Lock they shall pass, and not exceeding One-half of that Amount at every succeeding Lock, for as many Boats, Barges, or other Vessels as may be able to pass through such Lock at one and the same Time.

To prevent LockKeepers giving any Preference to Ships, &c.

CLII. And be it further enacted, That if any Lock Keeper, Wharfinger, or other Servant belonging to the said Company of Proprietors, shall give any undue Preference, or shew any Partiality to any Ship, Boat, Barge, or other Vessel in passing through any Lock or Locks on the said Canal, Cuts, or other Works, or in loading or unloading any Goods, Wares, Merchandize, or other Commodities at any of the Wharfs, Warehouses, Weighbeams, Cranes, and other Machines belonging to the said Company of Proprietors, he shall forfeit and pay for every such Offence the Sum of Five Pounds.

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

CLIII. And be it further enacted, That if any Person or Persons shall wantonly or unnecessarily open or cause to be opened any Lock, Sluice, Floodgate, Paddle, Valve, or Clough belonging to the said Navigation hereby directed to be made, 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 Ship, Boat, Barge, 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 the said Canals or Feeders of the said Reservoirs; or shall leave any Gate or Gates, Paddle, Valve, or Clough of any Lock open and running after any Ship, Boat, Barge, 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 mis-spend or waste the Water thereof; every Person

offending in any of the Cases aforesaid shall forfeit and pay, for every such Offence, any Sum not exceeding Ten Pounds.

CLIV. And be it further enacted, That if any Person or Persons shall wilfully and maliciously break, throw down, 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 Mitigation thereof, such Court may award such Sentence as the Law directs in the Cases of Petit Larceny.

Penalty for
destroying
the Works.

CLV. 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 the said Canals or Feeders of the said Reservoirs, or any other Works thereunto belonging (such Offence or Offences not amounting to Felony), any 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 and required to administer), shall for every such Offence forfeit and pay any Sum not exceeding Ten 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 hereby directed to be made, or the Owner of such Gate, Stile, Post, Rail, or other Fence; and in case any such Offender or Offenders shall not immediately pay such Penalty or Penalties, or find Securities 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 such Penalty and the Costs and Charges of such Distress and Sale, and One-half of such Penalty or Penalties shall be paid to the said Company, or the Owner or Owners of such Gate, Stile, Post, Rail, or Fence so broken, destroyed, or carried away, and the other Half 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 thereto by such Offender or Offenders, as the Justice before whom he, she, or they shall

Punishment
of Persons
damaging
Fences.

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 before mentioned; and for want of such Distress, such Justice or Justices shall and may commit the Offender or Offenders to the Common Gaol of the said County, there to be kept to hard Labour for any Time not exceeding Three Calendar Months.

To prevent Nuisances in the Canal and Works.

CLVI. And be it further enacted, That if any Person or Persons whomsoever shall throw, cast, or put any Ballast, Earth, Dust, Ashes, Stones, or other Things into the said Canal or Basins, Docks, Reservoirs, Feeders, or any of them, made or to be made in pursuance of this Act, to the Prejudice thereof, or do any other Annoyance to the same, or any Part thereof, every such Person shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds for such Offence, as the said Justice or Justices shall think reasonable.

Penalty for taking away Materials to be used for the Works.

CLVII. And be it further enacted, That if any Person or Persons whomsoever shall take away, remove, overturn, or endeavour to take away, remove, overturn, or shall damage, injure, or deface any Stones, Gravel, Sand, Clay, Rubbish, Timber, or other Materials whatsoever, which shall have been dug, got, gathered by or by the Order of and for the Use of the said Company in waste Lands, Fields, or open Grounds, Sea Shore Lands, Rivers, or Brooks, for any of the Purposes of this Act, every Person so offending shall forfeit and pay for any such Offence any Sum not exceeding Ten Pounds.

Swivel or Draw Bridges to be shut after Ships have passed.

CLVIII. And be it further enacted, That where any Swivel Bridge or Draw Bridge shall have been laid over or across the said Canal, or the said Canals or Feeders of the said Reservoirs, or any or either of them, all and every Person or Persons opening any such Swivel Bridge or Draw Bridge shall and he is hereby required and directed, as soon as any Ship or Vessel shall have passed any such Bridge, to close, shut, or let down and fasten the same, and every Person neglecting so to do shall forfeit and pay for every such Offence a Sum not exceeding Ten Shillings; and in case any such Bridge shall be left open longer than necessary for the Passage of any Ship or Vessel, or if through the Neglect or Carelessness of any Person belonging to such Ship or Vessel, then the Master or Owner of such Ship or Vessel shall forfeit and pay for every such Offence a Sum not exceeding Ten Shillings; and if any Person or Persons shall wilfully open or cause to be opened any such Swivel Bridge or Draw Bridge, when the same is not required for the Passage of any Ship or Vessel through the same, such Person or Persons shall for every such Offence forfeit and pay a Sum not exceeding Ten Shillings.

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

CLIX. And be it further enacted, That the Master or Owner of every Ship, Boat, Barge, or other Vessel navigating upon the said Canal, and the said Canals or Feeders of the said Reservoirs hereby authorized to be made, or either of them, shall be and is hereby made answerable for any Trespass, Damage, Spoil, or Mischief that shall

shall by his Ship, Boat, Barge, or other Vessel, or by any of the Sailors, Seamen, 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 the said Canals or Feeders of the said Reservoirs, or either of them, either by the loading or unloading of any Ship, Boat, Barge, 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 in case the Amount claimed shall not exceed the Sum of Twenty Pounds, all such Damage shall be recoverable before any Justice of the Peace for the County or Place where such Damage shall arise, or the said Master or Owner of such Ship, Boat, Barge, 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 Judgment shall be given against him, either on Proof made or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover the Damages thereby sustained, with full Costs of Suit.

CLX. And be it further enacted, That in case the Owner or Owners of any Ship, Boat, Barge, or other Vessel navigating upon the said Canal, and the said Canals or Feeders of the said Reservoirs, shall be compelled to pay any Penalty, or to make any Satisfaction for any Damages, by reason of any Neglect or Default done or committed by his or their Sailors, Servants, Boatmen, or Watermen, or any of them, contrary to the Provisions in this Act contained, such Sailors, Seamen, Servants, 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 Nonpayment 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 Sailors, Seamen, 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.

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

CLXI. And be it further enacted, That in case any Person or Persons whomsoever shall wilfully or maliciously cut or break, or in any Manner destroy any Rope or other Thing by which any Ship or other Vessel lying in the said Harbour or Ports, Docks or Basins, or any of them, shall be moored or fastened, such Person or Persons shall, for every such Offence, forfeit and pay a Sum not exceeding Ten Pounds.

Penalty for destroying Ropes.

CLXII. And for preventing Accidents by Fire in the said Ports or Harbours, Docks or Basins, be it further enacted, That no Persons whomsoever shall have or keep, or cause to be had or kept, any Fire, Candle, or Lamp lighted on board any Ship or other Vessel, excepting as the same shall be regulated and permitted by some Bye Law of the said Company.

To prevent Accidents by Fire.

Pitch, &c.
not to be
heated in
Harbours,
&c.

CLXIII. And be it further enacted, That if any Person shall boil or heat, or cause to be boiled or heated, any Pitch, Tar, Rosin, Turpentine, Oil, or other combustible or inflammable Matter, at any Time hereafter on board any Ship or other Vessel, Lighter, Craft, or Boat lying in the said Harbour or Ports, Docks or Basins, Canal or other Works, or any of them, (except in such Place or Places and in such Manner as shall be appointed by the said Directors or by their Agents for that Purpose), every such Person shall for every such Offence forfeit and pay any Sum of Money not exceeding Ten Pounds.

Officers
under this
Act not to be
incompetent
Witnesses.

CLXIV. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise, touching or in anywise relating to the said Rates or Duties, or respecting any Matter or Thing relating to the said Navigation or Undertaking, no Person or Persons acting by or under the Authority of the said Company of Proprietors, or in the Service of the said Company, shall for that Reason alone be in any Manner disqualified or incapacitated from giving Evidence in, upon, and respecting of such Dispute, Suit, or Litigation.

Clerk of the
Company
may grant
Releases to
Witnesses.

CLXV. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act, or otherwise, for any Claim or Compensation against, or for or on behalf of the said Company, and also in all Prosecutions commenced or instituted by or on behalf of the said Company, or other Proceedings in or consequent upon, or arising out of any such Actions and Suits or Proceedings, it shall be lawful for the Clerk for the Time being of the said Company, in his own Name, for or on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Release or Releases as may be or be deemed to be necessary for the Purposes of exonerating, releasing, or discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, or other Proceedings as aforesaid, from all or any Claims or Demands which may be necessary to be released by the said Company, in order to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Actions, Suits, Prosecutions, or other Proceedings aforesaid; and also to do any other Act, Matter, or Thing in any such Action, Suit, Prosecution, or other Proceedings, which any Plaintiff or Defendant may do in any Suit, Action, or Prosecution, or other Proceedings; and every such Release, Act, Matter, and Thing respectively, shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were under the Seal of the said Company of Proprietors.

Agents, Col-
lectors, &c.
to give Pos-
session of
Houses, &c.
when re-
moved.

CLXVI. And be it further enacted, That if any Agent, Toll Collector, Wharfinger, Lock Keeper, Bridge Keeper, or other Servant of the said Company of Proprietors 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 Order of the said Company or their Directors, 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 Seven 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

any such Agent, Toll Collector, Wharfinger, Lock Keeper, Bridge 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 Seven 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 any 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, Bridge Keeper, or other Servant, or other such Person or Persons as the said Company or their Directors shall appoint to receive the same.

CLXVII. And be it further enacted, That when and as often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Company, or any Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same, within Ten Days after Demand in Writing shall have been made from the said Company, in pursuance of the Direction or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant under his Hand and Seal, or their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case, such Overplus shall be returned, on Demand, to the said Company, or to their Treasurer for the Time being, as the Case may be: Provided always, that it shall be lawful for such Treasur-

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress of the Goods of the Company or their Treasurer.

surer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

Damages and Charges, in Cases of Dispute, to be settled by Justices.

CLXVIII. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty or Penalties for any Offence or Offences in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice or Justices of the Peace by or before whom any Offender shall be convicted of any Offence or Offences, who is hereby authorized and required, on Nonpayment thereof, to levy such Damages or Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

Recovery and Application of Penalties.

CLXIX. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by any Rule, Order, or Bye Law made in pursuance hereof (the Manner of levying and recovering whereof is not otherwise particularly directed), may, in case of Nonpayment thereof, be heard, adjudged, and determined in a summary Way by or before any One Justice of the Peace for the County or Place in which the Offence shall be committed, on Complaint to him for that Purpose exhibited; and if upon the Confession of the Party or Parties accused, or on the Oath of any One or more credible Witness or Witnesses, the Party or Parties accused shall be convicted of having committed such Offence or Offences, then and in every such Case, the Penalties or Forfeitures hereby made payable in respect of such Offence or Offences, together with the Costs of Conviction, to be ascertained by such Justice or Justices, shall be forthwith paid by the Party or Parties so convicted as aforesaid; and in default of Payment of such Penalties or Forfeitures, together with the Costs of Conviction, 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 (except as herein or hereby is otherwise provided or directed) shall be paid to the Overseers of the Poor of the Parish or Place where the Offence shall be committed, to be by them applied for the Use of the Poor of such Parish or Place; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby authorized and required, 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, or before some other Justice of the Peace for the said County or Place in which the Offence shall be committed, 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 Seven Days from the taking of any such Security), and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if
upon

upon the Return of such Warrant, it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty or Penalties, Forfeiture or Forfeitures, and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or Offenders, or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences can be levied if a Warrant of Distress were issued, such Justice shall not be required to issue such Warrant of Distress; and thereupon 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 said County or Place, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture, together with the Costs and Charges attending such Proceedings as aforesaid (to be ascertained by such Justice), shall be sooner paid and satisfied, or such Offender or Offenders shall otherwise be discharged by due Course of Law.

CLXX. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer of the said Company, and such Person or Persons as he shall call to his Assistance, to seize and detain any Person or Persons, being unknown to such Collector, Surveyor, or other Officer, who shall commit any Offence or Offences against this Act, and to convey him, her, or them before any One or more Justice or Justices of the Peace for the County or Place in which the Offence shall be committed, without any other Warrant or Authority than this Act for so doing; and such Justice or Justices of the Peace respectively, is and are hereby empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender or Offenders.

For securing transient Offenders.

CLXXI. And for the more easy and speedy Conviction of Offenders against this Act, be it further enacted, That every Justice of the Peace before whom any Person shall be convicted of any Offence against this Act, shall and may cause the Conviction to be drawn up according to the following Form, or in any other Form to the same Effect, as the Case shall happen; (that is to say),

For the Conviction of Offenders.

BE it remembered, That on [Time of Conviction] at [Place of Conviction] A. B. [Name of Offender] of [Addition of Offender] was duly convicted before me [or us] [Name and Stile of convicting Justice or Justices] for that the said A. B. [Name of Offender] on [Time of committing Offence] at [Place of committing Offence] did [here state the Offence against this Act according to the Fact] contrary to the Form of the Statute made in the Sixth Year of the Reign of His Majesty King George the Fourth, intituled [here set forth the Title of this Act]; and I [or we] do therefore declare and adjudge that the said A. B. [Name of Offender] hath forfeited for the said Offence the Sum of [Fine] or shall be committed to [Place of Imprisonment] for the Space of [Time of Imprisonment]. Given under my Hand and Seal [or our Hands and Seals] the Day and Year first above written.

Form of Conviction.

Power to give
Informers
Part of the
Penalties.

CLXXII. Provided nevertheless, and be it further enacted, That it shall be lawful for the Directors of the said Company from Time to Time, if they shall see Cause, to pay and apply every or any Part of the said Penalties, Forfeitures, and Fines directed to be levied and recovered by virtue of this Act, to and for the Use of any Informer or Informers, or other Person or Persons aiding or assisting in the Apprehension of any Offender or Offenders therein, who shall not have been a Witness on the Trial of the Information; any thing herein contained to the contrary thereof in anywise notwithstanding.

Persons ag-
grieved by
Irregularity
in Distress
to recover
only special
Damages.

CLXXIII. And be it further enacted, That where any Distress shall be made for any Sum or Sums 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 deemed 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 Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio*; on account of any Irregularity which shall be afterwards committed by the Party or Parties distraining; but the Person or Persons aggrieved by such Irregularities shall and may recover full Satisfaction for the special Damage which he, she, or they shall have sustained thereby, with usual Costs, in an Action of Trespass or upon the Case.

Persons ag-
grieved may
appeal to the
Quarter
Sessions.

CLXXIV. And be it further enacted, That all and every Person or Persons, Party or Parties, thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company or the Directors, or by any Order, Judgment, or Determination made, or omitted to be made, by any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, may, within Six Calendar Months next after such Order, Judgment, 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; or if the Cause of Appeal should not be purely local, or wholly within any of the said several Counties of *Devon, Dorset, and Somerset*, then to the General or Quarter Sessions of such of the said Counties wherein the Party appealing shall usually reside (first giving Ten Days Notice of such Appeal, and of the Nature and Matter thereof, in Writing, to the Person or Persons against whom such Appeal is intended to be made, or to the said Company); and forthwith after such Notice entering into a Recognizance before some Justice of the Peace for such County, in the Sum of Ten Pounds, with Two sufficient Sureties in the Sum of Five Pounds each, conditioned to try such Appeal, and 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 and Quarter Sessions, or, if they think proper, adjourn the Hearing thereof; and the said Justices may, if they see Cause, mitigate any Penalty, Forfeiture, or
Fine,

Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, or Determination, and may also order and award such further Satisfaction and Costs to be made and paid to either 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.

CLXXV. Provided always, and be it further 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, Thirty 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 his, her, or their Attorney, by or on behalf of the Defendant or Defendants before such Action brought; nor if such Tender of Amends shall be made at any Time after the said Action brought and before the Trial thereof, 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 Tender shall have been made, it shall be lawful 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 Judgment 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.

Plaintiff not to recover without Notice, or after Tender of Amends.

CLXXVI. Provided always, and be it further enacted, That no Action or Suit shall be brought or prosecuted against any Person or Persons; Body or Bodies Politic or 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 Six 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 and brought in the County where the Matter in dispute shall arise, and not elsewhere; and the Defendant and Defendants in every such Action or Suit shall and may, at his, her, or their Election, plead specially, or plead 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 by the Authority of this Act; and if it shall appear to have been so done, or if any such Action or Suit shall have been brought

Limitation of Actions.

brought before Thirty Days Notice shall have been given, or after sufficient Satisfaction made, or tendered as aforesaid, or shall be brought in any other County or Place 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 become nonsuited, or suffer a Discontinuance of his, her, or their Action or Suit, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise, Judgment shall be given against the Plaintiff or Plaintiffs, then the Defendant or Defendants shall have Treble Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Cases by Law.

Compelling
Witnesses to
attend.

CLXXVII. 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 of appearing, or shall refuse to be examined upon Oath, and to give Evidence before such Justice of the Peace, or at such General or Quarter Sessions or Adjournment thereof as herein-after mentioned, then and in either of the said Cases, such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Punishing
Persons
giving false
Evidence.

CLXXVIII. And be it further enacted, That all Persons who in any Examination to be taken upon Oath by virtue of this Act shall wilfully and corruptly 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.

Declaring
what shall be
good Service
of Notices on
the Company.

CLXXIX. And be it further enacted, That in all Cases wherein it may be necessary or requisite for any Person or Persons, or Party or Parties, to serve any Notice or Notices, or any Writ or Writs, or other legal Proceedings, upon the said Company, Service thereof respectively upon any One of the Directors of the said Company, or left at his last or usual Place of Abode, or upon the Clerk of the said Company, or left at the Office of such Clerk, or at his last or usual Place of Abode, or at the Office of the said Company, or in case the same respectively shall not be found or known, then Service upon any other Agent of or Officer employed by the said Company, or left at his last or usual Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

CLXXX. And

CLXXX. And be it further enacted, That in case the said Navigation, and the several Works herein-before described and intended to be carried into effect under the Authority of this Act, shall not have been completed within the Space of Seven Years from the passing of this Act, then and from thenceforth all the Powers and Authorities given by this Act shall cease and determine, as to all and such and so much of such Works as shall not have been completed within such Time, but without Prejudice to all or any of the Rights, Powers, and Privileges as to such and so much of the said Navigation, Ports, Harbours, and Works as shall have been completed within such Time, as can or may be made beneficial or available to the said Company; and also saving all such Matters and Things as shall have been transacted, and such Contracts and Agreements as shall have been made in pursuance of the Powers herein contained, and so that the said Company of Proprietors be not discharged from any Liability or Obligation to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, arising out of the Provisions herein contained.

Powers given by this Act to cease if Works not completed within Seven Years.

CLXXXI. Provided always, and be it further enacted, That nothing herein contained shall extend to 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 other Works hereby authorized to be made, or any of them, or for any other of the Purposes of this Act, any Land or Ground, House or Building, being in and upon the Property or Estate of *Edward Berkeley Portman* Esquire, situate and lying in the Parish of *North Petherton* in the County of *Somerset*, or any or either of them, or any Part thereof, without the Consent in Writing of the said *Edward Berkeley Portman*, or his Heirs, under his, her, or their Hand or Hands, first had and obtained for that Purpose.

Company not to enter the Estate of *Edward Berkeley Portman*, Esq. in *North Petherton*, without his Consent.

CLXXXII. Provided always, and be it further enacted, That nothing herein contained shall extend to authorize or empower the said Company of Proprietors to take, use, injure, or damage for the Purposes of the said Canal and other Works hereby authorized to be made, or any of them, or for any other of the Purposes of this Act, any Land or Ground, House or Building, being in and upon the Property or Estate of *Henry Powell Collins* Esquire, situate and lying in the Parish of *North Curry* in the County of *Somerset*, without the Consent in Writing of the said *Henry Powell Collins*, or his Heirs, under his, her, or their Hands, first had and obtained for that Purpose.

Company not to enter the Estate of *H. P. Collins*, Esq. in *North Curry* without his Consent.

CLXXXIII. And be it further enacted, That in all and every Case wherein any Land purchased and taken by the said Company of Proprietors, which shall have been cut and dug up for the Purpose of making the said Canal, or the said Canals or Feeders of the said Reservoirs, shall, by reason of such Non-completion, and of the Determination of the Powers and Authorities of this Act, have ceased to be beneficial and available to the said Company as aforesaid, and the same shall have lain by the Space of Twelve Calendar Months after such Non-completion, Determination, and Cesser aforesaid, abandoned

Power for former Owners of Land to enter, if Works are not completed.

and not filled up, and restored by the said Company, then and in such Case and Cases the original Owners and Proprietors of such Lands; or such Person or Persons as would have been entitled thereto in case no Conveyance had been made thereof to the said Company, shall be entitled, and they are hereby empowered to enter into and repossess themselves of the said Lands so cut and dug up and abandoned, and not filled up and restored, and the same shall be forthwith re-vested in the said original Owners, Proprietors, or Persons, as such Owners, Proprietors, or Persons were respectively seised and possessed thereof before the Conveyance thereof to the said Company, without any Re-conveyance or any other Matter, Act, or Thing to be had or done, and as fully and as beneficially as if the same had been re-conveyed and re-assured to them: Provided always, that the said Company of Proprietors shall, and they are hereby required to commence the Works hereby authorized to be made at and upon both and each of the said Harbours to be made and constructed on the Bay or Cove of *Beer*, and at *Stolford* respectively, and to prosecute the same concurrently with the other Works hereby authorized to be made and constructed.

Saving of the Rights of Lords of Manors.

CLXXXIV. Provided always, and be it further enacted, That all and every the manorial and other Rights, Privileges, and Immunities whatsoever of all and every the Lords and Ladies of the Manors or Lordships of and in which any Lands or Grounds to be taken for the Purposes of this Act shall lie and be situate, shall be and they hereby are saved and reserved to them and every of them, and to all Persons whatsoever seised, possessed of, or interested therein, in as ample and beneficial a Manner as if this Act had not been passed.

Saving of Dues to Lord of the Manor of Beer.

CLXXXV. And whereas the Lord of the said Manor of *Beer* is entitled to collect and receive, for his own Use, several ancient Rates or Dues for all Ships, Boats, and Vessels coming into the said Cove of *Beer*; be it therefore further enacted and declared, That nothing in this Act shall extend to take away or lessen the said ancient Rates or Dues payable to the Lord of the said Manor, but that the said Rates or Dues shall be payable in such and the like Manner as before the passing of this Act.

Saving of the Rights of the Trinity House.

CLXXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to prejudice or derogate from any of the Rights or Privileges of the Master, Wardens, and Assistants of the *Trinity House* of *Deptford Strond*.

Public Act.

CLXXXVII. 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.

The SCHEDULE referred to by the foregoing Act.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
23	Devon	Beer and Seaton	Pasture and Orchard	Richard Kittle	-	Himself.
26	Ditto	Ditto	Orchard	T. M. Charter, Esquire	Mr. Lowman	Henry Hooper, senior.
27	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto
28	Ditto	Ditto	Garden	Reverend Mr. Howe	-	Thomas Husson.
29	Ditto	Ditto	Ditto	T. M. Charter, Esquire	Samuel Raddon	Samuel-Raddon.
30	Ditto	Ditto	Orchard	Ditto	-	James Magor, junior.
30 a	Ditto	Ditto	Cottage and Garden	Ditto	-	Ditto
31	Ditto	Ditto	Orchard	Ditto	Doctor Loyd	Samuel-Raddon.
31 a	Ditto	Ditto	Cottage and Garden	James Magor	-	James Magor.
32 a	Ditto	Ditto	Ditto	T. M. Charter, Esquire	Doctor Loyd	Thomas Coles.
32 b	Ditto	Ditto	Ditto	Ditto	William Head	James Trot.
32 c	Ditto	Ditto	Ditto	Ditto	Mr. Snooke	Amos White and Jane Parsons.
33	Ditto	Ditto	Orchard	Ditto	-	Thomas Froom.
34	Ditto	Ditto	Ditto	John Snooke	-	William Brown.
35	Ditto	Ditto	Ditto and Cow Stall	T. M. Charter, Esquire	-	Joseph Thorne.
36	Ditto	Ditto	Orchard and Pasture	Robert Head	Jacob Hooper	Jacob Hooper.
37	Ditto	Ditto	Orchard	Jacob Good	John Wills	Solomon Anning.
38	Ditto	Ditto	Ditto	T. M. Charter, Esquire	-	Thomas Froom.
39	Ditto	Ditto	Ditto	Ditto	Mr. Culverwell	Mr. Culverwell.
41	Ditto	Ditto	Ditto and Meadow	Mrs. Head	-	Jacob Hooper.
45	Ditto	Ditto	Orchard and Cow Stall	William Head	-	Himself.
76	Ditto	Ditto	Meadow and Ditto	Robert Head	-	Jacob Hooper.
1	Ditto	Colyton	Orchard	J. M. Elton, Esquire.	-	John Flood.
9 a	Ditto	Ditto	Old Turnpike-gate House	Trustees of Axminster Turnpike.	-	-
11	Ditto	Ditto	Garden or Nursery	Mr. Batstone	-	Himself.
15	Ditto	Ditto	Farm-house, Outbuildings, and Orchard	-	-	Himself.
17	Ditto	Ditto	Orchard	Joel Spiller	-	Mr. C. Halwell.
18	Ditto	Ditto	Ditto	J. M. Elton, Esquire	-	Thomas Game.
19	Ditto	Ditto	Ditto	Feoffees of Colyton	-	George Bead.
				Mr. Bernard	-	

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
20	Devon	Colyton	Orchard	Feoffees of Colyton	-	Thomas Game.
20 a	Ditto	Ditto	Ditto	Mr. Bernard	-	George Beed.
21	Ditto	Ditto	Ditto	Captain Impey	-	Himself.
21 a	Ditto	Ditto	Farm-house and Buildings	Mrs. Skinner	-	Herself.
22	Ditto	Ditto	House, Orchard, and Garden	Miss Skinner	-	Herself.
23	Ditto	Ditto	Smith's Shop, Dwelling House, and Orchard.	Jacob Butter	-	John Lake.
24	Ditto	Ditto	Three Dwellings and Orchard	Feoffees of Colyton	-	Mrs. Orum, John Hardy, and Mrs. Betty Lake.
25	Ditto	Ditto	Orchard	Ditto	-	Captain Impey.
28	Ditto	Ditto	Dwelling House, Garden, and Orchard	Miss Spurway	-	John Clupp and William Chump.
52	Ditto	Ditto	Orchard	Joel Spiller	-	Himself.
53	Ditto	Ditto	Dwelling House, Paper Mills, and Garden.	Sir William Pole, Baronet	John Morgan, senior	John Morgan, junior.
54	Ditto	Ditto	Grist Mills, Dwelling House, and Garden.	Ditto	Ditto	Isaac Higgins.
55	Ditto	Ditto	Farm-house, Outbuildings, and Orchard.	J. M. Elton, Esquire	-	Samuel White.
57	Ditto	Ditto	Orchard	Ditto	-	Ditto.
59 a	Ditto	Ditto	Meadow and Cow Shed	Mr. William Mayne	-	Himself.
60	Ditto	Ditto	Orchard	Samuel Shadick	-	Himself.
66	Ditto	Ditto	Ditto	Sir William Pole, Baronet	Thomas Hoskins	John Seller.
72	Ditto	Ditto	Meadow and Cow Shed	Ditto	-	Thomas Lane.
74	Ditto	Ditto	Farm-house, Outbuildings, and Garden.	Samuel Sampson, Esquire	-	John Moore.
76	Ditto	Ditto	Farm-house, Outbuildings, and Gardens	Sir William Pole, Baronet	Thomas Hoskins	William Hoskins.
94	Ditto	Ditto	Orchard	Thomas Hoskins	-	Ditto.
97	Ditto	Ditto	Ditto	Sir William Pole, Baronet	-	William Smith.
99	Ditto	Ditto	Ditto	Ditto	-	Ditto.
7	Ditto	Shute	Meadow, Cow Shed, &c.	Ditto	-	Ditto.
7 a	Ditto	Ditto	Orchard	Mr. Francis Anning	-	Thomas Lane.
9	Ditto	Ditto	Dwelling House and Garden	Sir William Pole, Baronet	-	John Spragge.
10	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	-	William Loud.
12	Ditto	Ditto	Garden and House	Ditto	-	Robert Loud.
			Orchard	Ditto	-	Ditto.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
12 a	Devon	Shute	Farm-house, Outbuildings, and Orchard.	Sir William Pole, Baronet	-	Robert Loud.
5 a	Ditto	Ditto	Farm-house and Outbuildings	Ditto	Henry Loud	Henry Loud.
12 b	Ditto	Ditto	Cottage and Garden	Ditto	-	Joseph Bussell.
12 c	Ditto	Ditto	Orchard	Ditto	-	Ditto.
12 d	Ditto	Ditto	Ditto	Ditto	-	Ditto.
19	Ditto	Ditto	Ditto	Henry Loud	-	Henry Loud.
22	Ditto	Ditto	Pasture and Linhay	Robert Loud	-	Robert Loud.
31	Ditto	Ditto	Orchard	Sir William Pole, Baronet	-	Mr. James Cousins.
32	Ditto	Ditto	Arable and Orchard	Ditto	-	Ditto.
34	Ditto	Ditto	Farm-house, Out-buildings, and Orchard.	Ditto	-	Ditto.
12	Ditto	Kilmington.	Orchard and Crib-house	James Anning, Esquire	-	William Hockey.
26	Ditto	Ditto	Orchard	Rawling Müllock	-	George Dommett.
7	Ditto	Axinster	Ditto	William Tucker, Esquire	Amos Liddon	James French.
28	Ditto	Ditto	Garden	— Frampton, Esquire	William Knight, Esquire	Thomas Brimley.
29	Ditto	Ditto	Ditto	Ditto	Ditto	John Bond.
41	Ditto	Ditto	Ditto	James Stuckey Wyatt	-	Thomas Brimley.
49	Ditto	Ditto	Orchard	— Frampton, Esquire	Mrs. Alexander	Thomas Brimley.
50	Ditto	Ditto	Ditto	Ditto	Ditto	Mrs. Alexander.
54	Ditto	Ditto	Wood	Ditto	Ditto	Ditto.
58	Ditto	Ditto	Orchard	Thomas Manning, Esquire	-	John Bradford.
60	Ditto	Ditto	Ditto	Ditto	-	Ditto.
73	Ditto	Ditto	Cow Shed and Barton	Henry Shiles	-	Henry Fowler.
5	Ditto	Membury	Birch Wood	Lord Sidmouth	-	Himself.
10	Ditto	Ditto	Nursery	The Dean and Canons of Windsor, Lord Carteret	Thomas Dean	Richard Marks.
16	Ditto	Ditto	Orchard	Lessee under them, who leases again, as per Column Lessee	Ditto	Ditto.
17	Ditto	Ditto	Ditto	John Chaffey	John Chaffey	John Chaffey.
23	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
24	Ditto	Ditto	House, Smith's Shop, Orchard, and Garden.	Ditto	Abraham Spiller	Abraham Spiller.
25	Ditto	Ditto	Orchard	Ditto	Ditto	Ditto.
32	Ditto	Ditto	Ditto	Ditto	William Pearce	William Pearce.
34	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
36	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
41	Ditto	Ditto	Ditto	Ditto	Simon Pavey	Samuel Hockey.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
46	Devon	Membury	Wood	Ditto	Simon Pavey	Simon Pavey.
59	Ditto	Ditto	Orchard	Ditto	J. Metford, Esquire	Henry Wakeley.
68	Ditto	Ditto	Cottages and Garden	Elizabeth Charles	-	Mary Beer and Mary Gothard.
69	Ditto	Ditto	Orchard	Ditto	-	Herself.
75	Ditto	Ditto	Orchard	Dean and Canons of Wind-	Thomas Newberry	Samuel Newberry.
76	Ditto	Ditto	Ditto	sor, Lord Carteret	Ditto	Ditto.
82	Ditto	Ditto	Wood	Ditto	William Pearce	William Pearce.
87	Ditto	Ditto	Pasture and Cow Shed	Ditto	J. Metford, Esquire	Henry Wakeley.
94	Ditto	Ditto	Orchard	Ditto	Thomas Newberry	Samuel Newberry.
104	Ditto	Ditto	Ditto	Ditto	Ditto	John Newberry.
108	Ditto	Ditto	Ditto	Lord Carteret	Samuel Harvey	Samuel Harvey.
109	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
110	Ditto	Ditto	Farm-house, Outbuildings, Court, and Meadow.	Ditto	Ditto	Ditto.
111	Ditto	Ditto	Garden	Ditto	Ditto	Ditto.
112	Ditto	Ditto	Orchard	Ditto	Ditto	Ditto.
116	Ditto	Ditto	Ditto	Dean and Canons of Wind-	Mrs. S. Harvey	Herself.
119	Ditto	Ditto	Ditto	sor, Lord Carteret	John Newberry	John Newberry.
123	Ditto	Ditto	Ditto	Ditto	Mrs. Harvey	Mrs. Harvey.
127	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
2	Dorset	Broadwindsor	Cottage and Garden	John Lowman, Esquire	-	Himself.
3	Ditto	Ditto	Ditto	Ditto	-	Ditto.
14	Ditto	Ditto	Dairy House, &c.	Mrs. Cox	-	Arthur Stoodley.
14 a	Ditto	Ditto	Garden	Ditto	-	Ditto.
34	Ditto	Ditto	House and Orchard	Ditto	Samuel Bartlett	Samuel Bartlett.
35	Ditto	Ditto	Heifer Mills	Ditto	Ditto	Ditto.
12	Ditto	Mosterton	Dwelling House and Garden	John Loveless	-	Himself.
12 a	Ditto	Ditto	Cottage and Garden	Ditto	-	Andrew Loveless and T. Lar-
14	Ditto	Ditto	Mosterton Mills	John Parsons	-	combe.
8	Ditto	Chardstock	Nursery	Bishop of Salisbury and Lord Henley.	John Bentley	Himself.
9	Ditto	Ditto	Orchard, &c.	Ditto	-	John Bentley.
10	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	-	Ditto.
11	Ditto	Ditto	Orchard	Ditto	-	Ditto.
18	Ditto	Ditto	Ditto	Ditto	-	Ditto.
21	Ditto	Ditto	Plantation	B. J. S. Bartlett, Esquire	-	John Bishop.
22	Ditto	Ditto	Cottage and Garden	Ann Newbury	-	Isaac Turner.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
38	Dorset	Chardstock	Nursery	Bishop of Salisbury and Lord Henley.	Robert Apsey	Robert Apsey.
42	Ditto	Ditto	Cottage and Garden	Ditto	John Bond	Robert Harris.
43	Ditto	Ditto	Ditto	Ditto	George Welsh	Martin Kerslake.
44	Ditto	Ditto	Ditto	Ditto	William Bond	William French.
51	Ditto	Ditto	Orchard	Ditto	Ditto	William Bond.
52	Ditto	Ditto	Ditto	Reverend Thomas Carter	-	Reverend Mr. Fanshawe.
54	Ditto	Ditto	Dwelling House, Garden, and Orchard.	Bishop of Salisbury and Lord Henley.	William Bond	William Bond.
73	Ditto	Ditto	Cottage and Garden	Ditto	John Tanner	John Tanner.
66	Ditto	Ditto	Ditto	Ditto	Isaac Pryor	Isaac Pryor.
84	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	Elizabeth Deane	John Deane.
90	Ditto	Ditto	Wood	Reverend Thomas Putt	-	Thomas Deane.
102 a	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	-	William Bentley.
116 b	Ditto	Ditto	Orchard	Bishop of Salisbury and Lord Henley.	John Bentley	John Bentley.
125	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
137	Ditto	Ditto	Ditto	Ditto	Thomas Pryor	Thomas Pryor.
151	Ditto	Ditto	Ditto	Reverend Richard Lewis	-	Reverend G. Tucker.
155 a	Ditto	Ditto	Dwelling House, Mills, &c.	Thomas Daw	-	Francis Daw and Thomas Guppy.
157	Ditto	Ditto	Garden	Ditto	-	Ditto.
181	Ditto	Ditto	Orchard	Bishop of Salisbury and Lord Henley.	Ferdinando Bond	Ditto.
183	Ditto	Ditto	Ditto	Ditto	John Wale	Joseph Spiller.
184	Ditto	Ditto	Wood	Ditto	Ditto	Ditto.
197	Ditto	Ditto	Ditto	Ditto	Mrs. Guppy	George Perham.
2	Somerset	Winsham	Ditto	Henry Hoste Henley, Esquire	-	Robert Cooper.
10	Ditto	Ditto	Meadow and Orchard	Ditto	-	Richard Page.
11	Ditto	Ditto	Orchard	Ditto	John Adams	John Adams.
12	Ditto	Ditto	Dwelling House, &c.	Ditto	Ditto	Ditto.
15	Ditto	Ditto	Orchard	Dean of Wells	Hugh Tranchard	Ditto.
20	Ditto	Ditto	Fulling Mill, Dwelling House, Garden, &c.	Henry Hoste Henley, Esquire	-	George Berry.
23	Ditto	Ditto	Cottage and Garden	Dean of Wells	Richard Page, senior	Isaac Minson.
24	Ditto	Ditto	Orchard	Ditto	Ditto	Ditto.
36	Ditto	Ditto	Ditto, and Dwelling House	Ditto	Ditto	Himself.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
37	Somerset	Winsham	Orchard	Dean of Wells	James Fowler	George Berry.
38	Ditto	Ditto	Ditto, and Dwelling House	Ditto	William Glyde	Joannah Sprake.
39	Ditto	Ditto	Orchard	Ditto	James Fowler	George Berry.
40	Ditto	Ditto	Ditto	Ditto	James Milverton	James Milverton.
41	Ditto	Ditto	Orchard, and Dwelling House and Garden.	Ditto	Ditto	Ditto.
42	Ditto	Ditto	House and Orchard	Ditto	James Fowler	George Berry.
42 a	Ditto	Ditto	Dwelling House and Garden	Ditto	Ruben Good	Ruben Good.
43	Ditto	Ditto	Dwelling House and Garden	Ditto	James Stayner	Joseph Boyer.
44	Ditto	Ditto	Ditto	Ditto	Henry Milverton	Henry Milverton.
46	Ditto	Ditto	Amerham Mills	Ditto	William Glyde	William Glyde.
55 a	Ditto	Ditto	Factory, Mills, &c.	Ditto	James Fowler	Thomas Harvey and George Berry.
59	Ditto	Ditto	Orchard	Ditto	Henry Hoste Henley, Esq.	Bernard Gapper.
60	Ditto	Ditto	Cottage and Garden	Ditto	Robert Snell	John Mitchell.
62	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
63	Ditto	Ditto	Orchard	Ditto	Richard Chaffey and Henry O'Neal.	George Hitchcock.
1	Ditto	Clapton.	Orchard and Garden	Hugh Trencherd	Ditto	Richard Chaffey and Henry O'Neal.
2	Ditto	Ditto	Dwelling House, Mill, &c.	Ditto	Ditto	Himself.
3	Ditto	Ditto	Ditto, and Garden	Mrs. Fathers and Miss Lowman	Ditto	Ditto.
8	Ditto	Seaborough	Dairy House, Outhouses, and Garden.	Sir William Ogländer, Bart.	Ditto	Edward Langford.
11	Ditto	Ditto	Dwelling House, Outhouses, Courts, and Garden.	Mrs. Jane Gear	Ditto	Giles Templeman.
14	Ditto	Ditto	Farm-house, Outhouses, Courts, and Garden.	Sir William Ogländer, Baronet	Ditto	Edward Shepheard.
17	Ditto	Ditto	Wood	Mrs. Jane Gear	Ditto	Giles Templeman.
10	Ditto	Ilminster	Ditto	Richard Thomas Coombe, Esq.	Ditto	Edward Shepheard.
11	Ditto	Ditto	Ditto	Ditto	Ditto	Himself.
16	Ditto	Ditto	Meadow and Cow Shed	Thomas Coleman	Ditto	Ditto.
21	Ditto	Ditto	Orchard	E. B. Portman, Esquire	Ditto	Samuel Baker.
10	Ditto	Broadway	Garden	Ditto	Ditto	Himself.
11	Ditto	Ditto	Ditto	Ditto	Ditto	John Damphney.
16 a	Ditto	Ditto	Ditto	Ditto	Ditto	William Bale.
17	Ditto	Ditto	Ditto	Ditto	Ditto	John Collins, senior.
					Ditto	John Collins, junior.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
18	Somerset	Broadway	Garden	E. B. Portman, Esquire	John Collins, senior	John Collins, senior.
19	Ditto	Ditto	Ditto	Ditto	—	—
20	Ditto	Ditto	Ditto	Ditto	William Watts	William Watts.
21	Ditto	Ditto	Cottage and Garden	Ditto	—	—
22	Ditto	Ditto	Garden	Ditto	James Keetch	James Keetch.
23	Ditto	Ditto	Cottage and Garden	Ditto	Richard Cannicot	Richard Cannicot.
24	Ditto	Ditto	Orchard	Ditto	Ditto	Ditto.
25	Ditto	Ditto	Cottage and Garden	Ditto	William Upstill	William Upstill.
26	Ditto	Ditto	Garden	Ditto	William Hayes, senior	William Hayes, senior.
27	Ditto	Ditto	Ditto	Ditto	—	—
2	Ditto	Bickenhall	Ditto	Ditto	—	—
2 a	Ditto	Ditto	Ditto	Ditto	—	—
3	Ditto	Ditto	Ditto	Ditto	—	—
4	Ditto	Ditto	Orchard	Ditto	—	—
5	Ditto	Ditto	Ditto	Ditto	—	—
7	Ditto	Ditto	Ditto	Ditto	Charles and John Franklin	Charles and John Franklin.
17	Ditto	Ditto	Wood	Ditto	Daniel Cozens	Daniel Cozens.
24	Ditto	Ditto	Orchard	Samuel Nixon	—	—
4	Ditto	Curland	House and Garden	Reverend J. H. Cardew	Richard Burroughs	Richard Burroughs.
4 a	Ditto	Ditto	Garden	Ditto	Ditto	Ditto.
1	Ditto	West Hatch	Orchard	Thomas Murless	—	—
2	Ditto	Ditto	Cottage, Garden, and Orchard	Ditto	—	—
6	Ditto	Ditto	Orchard	Dean and Chapter of Wells	Hannah Cozens	Hannah Cozens.
6 a	Ditto	Ditto	Ditto	Ditto	George Durman	George Durman.
7	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
8	Ditto	Ditto	Dwelling House, Garden, and Orchard.	Ditto	Ditto	Ditto.
12	Ditto	Ditto	Dwelling House and Garden	Ditto	—	—
19	Ditto	Ditto	Cottage and Garden	Ditto	William Paul	John Mitcham. William Paul.
23	Ditto	Ditto	Orchard	Ditto	Mary Cozens	Mary Cozens.
28	Ditto	Ditto	Wood	Ditto	Charles Harman	Francis Radford.
30	Ditto	Ditto	Dwelling House and Garden	E. B. Portman, Esquire	Ditto	Ditto.
6	Ditto	Thorn Falcone	Farm-house, Outbuildings, &c.	Edmund Batten, Esquire	—	John Jacobs.
8	Ditto	Ditto	Garden	Ditto	—	Ditto.
9	Ditto	Ditto	Orchard	Ditto	—	Ditto.
15	Ditto	Ditto	Cottage and Garden	Ditto	Mary Stevens	Mary Stevens.
16	Ditto	Ditto	Ditto	Ditto	John Lawrence	John Lawrence.

No. (or Plan.)	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
28	Somerset	Thorn Falcone	Orchard	Edmund Batten, Esquire	-	Robert Willey.
9	Ditto	North Curry	Ditto	Henry Powell Collins, Esquire	-	William Goodland.
14	Ditto	Ditto	Ditto	Ditto	Mary Scott	William House.
17	Ditto	Ditto	Ditto	Ditto	-	John Lawrence.
19	Ditto	Ditto	Ditto	John King Ludwell	-	Robert Bobbett.
32	Ditto	Ditto	Ditto	Dean and Chapter of Wells	-	Isaac Verrier.
45	Ditto	Ditto	Ditto	Ditto	Isaac Verrier	William Mitchell.
65	Ditto	Ditto	Meadow and Orchard	Ditto	John Bird	Samuel Foster, junior.
1	Ditto	Creech St. Michael	Garden	Samuel Nixon	-	Joseph Paul.
9	Ditto	Ditto	Dwelling House, Garden, &c.	Ditto	-	Ditto.
1	Ditto	Durston	Wood	Reverend Mr. Gray	-	Thomas Hearne.
4	Ditto	Lyng	Orchard	Francis Richardson, Esquire	-	Robert Greedy.
6	Ditto	Ditto	Ditto	William Inholes	-	Himself.
7	Ditto	Ditto	Ditto	Ditto	-	Ditto.
8	Ditto	Ditto	Ditto	Ditto	-	Ditto.
9	Ditto	Ditto	Cottage, Garden, &c.	Ditto	-	Ditto.
10	Ditto	Ditto	Cottage and Garden	Jonathan Stacey	-	Betty Stacey.
11	Ditto	Ditto	Dwelling House, Barn, Bartons, &c.	Reverend Mr. Stowell	-	James Parkhouse.
15	Ditto	Ditto	Orchard	William Cole Wood, Esquire	-	Isaac Lang.
16	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	-	Ditto.
17	Ditto	Ditto	Orchard	Ditto	-	Ditto.
19	Ditto	Ditto	Ditto	Ditto	-	Ditto.
20	Ditto	Ditto	Ditto	Henry Seymour, Esquire	Francis Brice and Charles Welsh.	Susanna Bunter.
23	Ditto	Ditto	Barton and Linhay	Ditto	Ditto	Ditto.
24	Ditto	Ditto	Cottage and Garden	John Channell	-	Himself.
9	Ditto	North Petherton	Ditto and Orchard	John Slade, Esquire	-	Richard Stacey.
10	Ditto	Ditto	Orchard	Sir T. D. Acland, Baronet	William Webber	William Webber.
16	Ditto	Ditto	Cottage and Garden and Orchard	Robert Hoyle	-	Himself.
23	Ditto	Ditto	Cottage and Garden	John Slade, Esquire	-	William Horseman.
25	Ditto	Ditto	Farm-house, Courts, and Orchard	Vicars of Wells	-	William Loscombe.
27	Ditto	Ditto	Orchard	Ditto	William Loscombe	William Glyde.
30	Ditto	Ditto	Ditto	Richard King, Esquire	Michael Wills	William King.
70	Ditto	Ditto	Dwelling House and Garden	Charles Godfrey	-	Charles Godfrey.
71	Ditto	Ditto	Orchard	Ditto	-	Ditto.
72	Ditto	Ditto	Cottage and Garden	John Slade, Esquire	Isaac Irish	Isaac Irish.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
73	Somerset	North Petherton	Cottage and Garden	John Slade, Esquire	Samuel Sparks	Samuel Sparks.
74	Ditto	Ditto	Orchard	Sir T. D. Acland, Baronet	-	Henry Coles.
77	Ditto	Ditto	Cottage and Garden	John Slade, Esquire	-	William Webber.
78	Ditto	Ditto	Ditto	Richard King, Esquire	-	Thomas Haberfield.
79	Ditto	Ditto	Dwelling House, Bartons, &c.	Sir T. D. Acland, Baronet	-	Henry Coles.
93	Ditto	Ditto	Farm-house, Outbuildings, &c.	Ditto	-	William Paramore.
94	Ditto	Ditto	Orchard	Ditto	-	Ditto.
96	Ditto	Ditto	Cottage and Garden	Ditto	-	Michael Hole.
113	Ditto	Ditto	Orchard	E. B. Portman, Esquire	Henry Coles	Henry Coles.
114	Ditto	Ditto	Cottage, Garden, and Cow Shed	Ditto	Ditto	Ditto.
115	Ditto	Ditto	Orchard	Ditto	Ditto	Ditto.
119	Ditto	Ditto	Ditto	Ditto	Thomas Comer Colthurst	Thomas Comer Colthurst.
121	Ditto	Ditto	Ditto	Ditto	John Everett	William Gristock.
126	Ditto	Ditto	Ditto	Ditto	George Feare	George Feare.
130	Ditto	Ditto	Ditto	Ditto	-	T. C. Colthurst.
134	Ditto	Ditto	Wood	Ditto	-	Ditto.
166	Ditto	Ditto	Dwelling House and Garden	George Hearn	-	Yandell.
10	Ditto	Bridgwater	Orchard	Jeffery Allen, Esquire	-	James Clouter, senior.
13 a	Ditto	Ditto	Dwelling House and Garden	C. K. K. Tynte, Esquire	John Row	John Row.
14	Ditto	Ditto	Orchard	Susanna Reed	-	John Brice.
15	Ditto	Ditto	Dwelling House and Garden	John Chapman	-	Unoccupied.
16	Ditto	Ditto	Ditto and Orchard	William Drake	-	Charles Jarman.
17	Ditto	Ditto	Orchard	John Chapman	-	William French.
18	Ditto	Ditto	Ditto	John Crase	-	Himself.
19	Ditto	Ditto	Ditto	Jeffery Allen, Esquire	-	Himself.
20	Ditto	Ditto	Garden	Ditto	-	John Leaker.
21	Ditto	Ditto	Orchard	William Knight	-	William Acreman.
22	Ditto	Ditto	Ditto	Popham, Esquire	-	George Durston.
23	Ditto	Ditto	Ditto	Miss Quarrell	-	John Nicholas.
24	Ditto	Ditto	Dwelling House and Garden	William Knight	-	William Acreman.
25	Ditto	Ditto	Bartons	Ditto	-	Ditto.
26	Ditto	Ditto	Orchard	Ditto	-	Ditto
27	Ditto	Ditto	Ditto	Pike's Assignees	-	James Morgan.
28	Ditto	Ditto	Ditto	Reverend William Wollen	-	Thomas Cape.
31	Ditto	Ditto	Ditto	Richard Symes, Esquire	-	Susannah Mountshire.
37	Ditto	Ditto	Cottage and Garden	Harvey, Esquire	-	James Turner.
38	Ditto	Ditto	Ditto	Ditto	Francis Abbott	Francis Abbott.

No. on Plan.	County.	Parish.	Description.	Owner.	Leasee.	Occupier.
39	Somerset	Bridgwater	Cottage and Garden	Harvey, Esquire	Francis Abbott	Francis Abbott.
40	Ditto	Ditto	Ditto	Ditto	Ditto	Ditto.
41	Ditto	Ditto	Ditto	Ditto	Widow Read	Widow Read.
42	Ditto	Ditto	Ditto	Ditto	-	Thomas Drew.
43	Ditto	Ditto	Ditto	Ditto	-	James Watts.
44	Ditto	Ditto	Ditto	Ditto	-	John Chappell.
45	Ditto	Ditto	Dwelling House and Garden	James Manning	-	Thomas Croxford.
46	Ditto	Ditto	Garden	Edward Sealey	-	Henry Lake.
47	Ditto	Ditto	Stable and Garden	William Foard	-	John Furze.
48	Ditto	Ditto	Dwelling House and Garden	Thomas Helliar	-	John Irish and others.
49	Ditto	Ditto	Ditto	Jeffery Allen, Esquire	-	William Price.
50	Ditto	Ditto	Ditto	Matthew Croaker	-	John Coombes.
51	Ditto	Ditto	Ditto	Ditto	-	John Price.
52	Ditto	Ditto	Ditto	Francis Abbott	-	Self and James Blackmoor.
53	Ditto	Ditto	Garden	James Hawkins	-	James Taylor.
54	Ditto	Ditto	Ditto and Dwelling House	James Trevor	-	Mary Boulding.
55	Ditto	Ditto	Ditto	Corporation of Bridgwater	William Blackmore	William Pearse.
56	Ditto	Ditto	Ditto	James Stockham and James Hodge	-	George Brown and Joseph Palmer.
57	Ditto	Ditto	Ditto	William Croaker, James Hawkins, and William Govier	-	Charles Hawkins.
58	Ditto	Ditto	Ditto	Bridgwater Corporation	Mrs. Ann Hawkins	Samuel Hurford.
59	Ditto	Ditto	Ditto	Executors of late May	-	John Manship.
60	Ditto	Ditto	Ditto	William Heal	-	Himself.
61	Ditto	Ditto	Ditto	William Croaker, James Hawkins, and William Govier	-	William Bond.
62	Ditto	Ditto	Ditto	Charles Knight	-	William Turner.
63	Ditto	Ditto	Ditto	Edward Sealey	-	Stephen Haydon and others.
64	Ditto	Ditto	Ditto	Ditto	-	John Stetch.
65	Ditto	Ditto	Ditto	Ditto	-	William Evans.
66	Ditto	Ditto	Ditto	Ditto	-	John Woolcott.
67	Ditto	Ditto	Ditto	John Harding	-	Himself.
68	Ditto	Ditto	Nag's Head Inn, &c.	Thomas Symes	-	Abraham Payne.
69	Ditto	Ditto	Dwelling House and Garden	John Fursland	-	Himself.
70	Ditto	Ditto	Ditto	Bridgwater Corporation	William Jones	William Jones.
71	Ditto	Ditto	Ditto	James Jarman	-	Matthew Croaker.
72	Ditto	Ditto	Ditto	James Parsons	-	Abraham Payne.

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
73	Somerset	Bridgwater	Dwelling House and Garden	Thomas Symes	-	Absolem Stacy.
74	Ditto	Ditto	Ditto	William Humphrey	-	John Harding.
75	Ditto	Ditto	Ditto	Thomas Cade	-	Himself.
76	Ditto	Ditto	Ditto	Ditto	-	William Croaker.
77	Ditto	Ditto	Ditto	William Humphrey	-	John Gould.
78	Ditto	Ditto	Ditto	William Bartiman	-	Unoccupied.
79	Ditto	Ditto	Ditto	Thomas Symes	-	William Badcock.
80	Ditto	Ditto	Ditto	Thomas Manchild	-	Robert Walters.
81	Ditto	Ditto	Ditto	John Turner	-	Himself.
82	Ditto	Ditto	Ditto	Widow Betty Knight	-	William Marshall.
83	Ditto	Ditto	Ditto	James Johnson	-	Joseph Rossiter.
84	Ditto	Ditto	Ditto	Edward Coombes	-	Mrs. Washer.
85	Ditto	Ditto	Ditto	Ditto	-	John Gillman.
86	Ditto	Ditto	Garden	Samuel Bruford	-	William Sprouting.
89	Ditto	Ditto	Dwelling House and Garden	Edward Sealey	-	James Bryant.
90	Ditto	Ditto	Ditto	Mr. Cozens	-	George Adams.
91	Ditto	Ditto	Ditto	Robert Milton	-	Himself.
92	Ditto	Ditto	Ditto	Jeffery Allen, Esquire	-	Henry Blake.
93	Ditto	Ditto	Ditto	William Sprouting	-	William Marshall.
94	Ditto	Ditto	Ditto	John Gilmore	-	John Sealey.
95	Ditto	Ditto	Ditto	John Croaker	-	John Holman.
96	Ditto	Ditto	Ditto	Reverend Charles Pool	-	Ditto.
97	Ditto	Ditto	Ditto	Ditto	-	Isaac Bailey.
98	Ditto	Ditto	Ditto	Ditto	-	William Stoddon.
99	Ditto	Ditto	Ditto	Samuel Bruford	-	William Wall.
100	Ditto	Ditto	Ditto	James Boulding	-	Himself.
101	Ditto	Ditto	Ditto	Thomas Blackmoor	-	Robert Washer.
102	Ditto	Ditto	Ditto	Thomas Williams	-	Himself.
103	Ditto	Ditto	Garden	C. K. K. Tynte, Esquire	-	Henry Lake.
104	Ditto	Ditto	Dwelling House and Ditto	-	-	Grace Trapnell.
114	Ditto	Ditto	Orchard	— Reynell, Esq.	Grace Trapnell.	-
115	Ditto	Ditto	Barren, &c.	Ditto	-	John Nation.
117	Ditto	Ditto	Orchard	John Chapman, Esq.	-	Himself.
121	Ditto	Ditto	Ditto	Ditto	-	Edward Sealey.
123	Ditto	Ditto	Brick Yard	Ditto	-	Ditto.
124	Ditto	Ditto	Ditto	Ditto	-	Elizabeth Gandell.
129	Ditto	Ditto	Meadow and Orchard	George Reed	-	-

No. on Plan.	County.	Parish.	Description.	Owner.	Lessee.	Occupier.
131	Somerset	Bridgwater	Orchard	C. K. K. Tynte, Esquire	Mrs. Davey	Robert Tuthett.
132	Ditto	Ditto	Meadow and Garden	Ditto	Ditto	Ditto.
133	Ditto	Ditto	Brick Yard	John Mines	-	-
1 a	Ditto	{ Ditto and } Wembdon }	Inn and Outbuildings	Robert Pole	-	Robert Pole.
1	Ditto	Wembdon	Pasture and Barton	Lady Hales	-	Thomas Rookley.
10	Ditto	Ditto	Orchard	Wickham, Esq.	-	William Biffen.
20	Ditto	Ditto	Dwelling House, Bartons, &c.	John Cridland, Esquire	-	James Walford.
21	Ditto	Ditto	Orchard	Ditto	-	Ditto.
30	Ditto	Ditto	Ditto	Benjamin Marshall	-	Himself.
14 &	Ditto	Cannington	Cottages, Timber Yard, &c.	Henry Leigh	-	Ditto.
14 a	Ditto	Ditto	Orchard	Ditto	-	Ditto.
15 &	Ditto	Ditto	Garden	Ditto	-	Ditto.
15 a	Ditto	Ditto	Dwelling House and Malt House	Ditto	-	Ditto.
16	Ditto	Ditto	Orchard	James Moen	-	Ditto.
17	Ditto	Ditto	House and Garden	Ditto	-	Ditto.
18	Ditto	Ditto	Ditto	Francis Hole	-	Ditto.
19	Ditto	Ditto	Ditto	John Stacey	-	Ditto.
20	Ditto	Ditto	Ditto	John Cullen	-	Ditto.
21	Ditto	Ditto	Ditto	Robert Honibull	-	Ditto.
22	Ditto	Ditto	Anchor Inn and Garden	Robert Stevens	-	Ditto.
23	Ditto	Ditto	House	Thomas Street	-	Ditto.
24	Ditto	Ditto	Ship Inn, &c.	Ditto	-	Ditto.
25	Ditto	Ditto	Orchard	Richard Richards	-	Ditto.
26	Ditto	Ditto	Cottage and Garden	John Everett, Esquire	-	Ditto.
27	Ditto	Ditto	Dwelling House and Garden	Richard Richards	-	Ditto.
28	Ditto	Ditto	Orchard	John Everett, Esq.	-	Ditto.
29	Ditto	Ditto	Barton, Courts, &c.	John Everett, Esq.	-	Himself.
30	Ditto	Ditto	Cottage and Garden	Lord Killcourse	-	Henry Leigh.
69	Ditto	Ditto	Farm-house, Outbuildings, } Courts, &c.	Ditto	-	Mr. Murray.
70	Ditto	Ditto	Orchard	Ditto	-	Ditto.
71	Ditto	Ditto	Ditto	Edward Pryor	-	Ditto.
13	Ditto	Stogursey	House, Garden, &c.	John Stacey Grove	-	William Cox.
30	Ditto	Ditto	Plot and Ruins	Earl of Egmont	-	Himself.
32	Ditto	Ditto	Farm-house, Outbuildings, &c.	James Perratt	-	Unoccupied.
35	Ditto	Ditto			-	Edward Tucker.

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