ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

****

Cap. xl.

An Act for regulating the Communication between the *Birmingham* and *Liverpool* Junction Canal Navigation and the *Staffordshire* and *Worcestershire* Canal Navigation, and for amending the several Acts relating to such first-mentioned Canal Navigation. [18th *June* 1842.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His Majesty King *George* the Fourth, intituled *An Act for making a Navigable Canal from the* Stafford- 7 G. 4. c. 95.
shire *and* Worcestershire *Canal, in the Parish of* Tettenhall *in the County of* Stafford, *to the United Navigation of the* Ellesmere *and* Chester *Canals, in the Parish of* Acton *in the County Palatine of* Chester: And whereas another Act was passed in the Session held in the Seventh and Eighth Years of the Reign of His said Majesty, intituled *An Act to enable the Company of Proprietors of the* Birming- 7 & 8 G. 4.
ham *and* Liverpool *Junction Canal Navigation to alter the Line of* c. 2.
the said Navigation, and to make certain Branches therefrom, in the Counties of Stafford *and* Salop: And whereas another Act was passed

in the First Year of the Reign of His late Majesty King *William* the
1 W. 4. c. 54. Fourth, intituled *An Act to enlarge and amend the Powers and Provisions of the several Acts relating to the* Birmingham *and* Liverpool *Junction Canal, and to better supply the said Canal with Water*: And whereas another Act was passed in the Fourth Year of the
4 & 5 W. 4. c. 21. Reign of His said late Majesty, intituled *An Act to enable the* Birmingham *and* Liverpool *Junction Canal Navigation Company to raise a further Sum of Money*: And whereas it is expedient that some of the Powers and Provisions contained in the said recited Acts should be altered, and that further and more effectual Powers and Provisions should be granted, and that Provision should be made, with the Consent of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, for equalizing the Height of the Summit Level of that Canal Navigation and of the *Birmingham* and *Liverpool* Junction Canal Navigation, and that various Regulations and Enactments consequent upon such Equalization should be made: And whereas the several Purposes herein-before mentioned cannot be carried into execution without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Provisions, Matters, and Things contained in the said recited Acts (except such of them as are repealed, altered, or otherwise provided for,) shall, so far as the same are applicable, extend to this Act, and shall be in force, in respect to the Objects and Purposes of this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Provisions, Matters, and Things were re-enacted in this Act with reference to the Objects and Purposes thereof.

Power of former Acts extended to this Act.

Repeal of certain Provisions in first-recited Act.

II. And whereas by the said recited Act of the Seventh Year of King *George* the Fourth, after reciting that the Canal thereby authorized to be made would join and communicate with the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation at the Point of Junction in the Parish of *Tettenhall* in the County of *Stafford*, and would afterwards descend from thence by Locks in its Course towards the United Navigation of the *Ellesmere* and *Chester* Canals, thereby occasioning a considerable Loss of Water to the said *Staffordshire* and *Worcestershire* Canal Navigation, it was enacted, that it should be lawful for the Company thereby incorporated, being the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, to demand and take, for the sole Use and Benefit of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, the Rates, Tolls, and Duties thereinafter mentioned; (that is to say,) for all Coals or other Minerals, Cokes, Goods, Wares, Merchandize, Commodities, and Things whatsoever which should pass into the *Staffordshire* and *Worcestershire* Canal Navigation out of the then intended Canal, being the *Birmingham* and *Liverpool* Junction Canal Navigation, or out of the *Staffordshire* and *Worcestershire* Canal Navigation into the said then intended Canal, such Sum of Money as the Company of Proprietors of

of the *Staffordshire* and *Worcestershire* Canal Navigation should from Time to Time by Writing under their Common Seal direct or appoint, not exceeding Two Shillings *per* Ton; and it was also enacted, that the Company thereby incorporated should construct, and for ever, at their Expence, Costs, and Charges, maintain and keep in repair, a Regulation Lock at the Junction of the Summit of the said then intended Canal with the Summit of the *Staffordshire* and *Worcestershire* Canal Navigation, such Regulation Lock to be constructed with Four Pair of Gates, the one being nearest the Summit of the *Staffordshire* and *Worccstershire* Canal Navigation to be under the Control and Authority of a Person or Persons to be appointed by a Committee of the Company of Proprietors of the said *Staffordshire* and *Worcestershire* Canal Navigation, and to be closed by such Person or Persons at any Time for the Protection of the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation, except at such Times as the same must be necessarily opened for the Passage of any Boat or Boats; and it was also enacted, that the Lock intended to be built at the Extremity of the Summit Level of the said then intended Canal in the Parish of *Church Eaton* in the County of *Stafford*, and which Lock has been built, and is now called the Lock at *Wheaton Aston*, should not exceed Seven Feet Six Inches in Depth, Seven Feet Six Inches in Width, and Eighty Feet in Length, and that the Company of Proprietors of the said then intended Canal should keep the last-mentioned Lock in good and substantial Order, Condition, and Repair, and should cause the same to be at all Times kept closed, except at such Times as the same must necessarily be opened for the Passage of Boats, and also should at all Times keep the Summit Level of the said intended Canal, and all Weirs, Drains, Sluices, and Watercourses belonging to the same, and the Banks, Sides, and Bed of the said Summit Level, in substantial Repair, and should do all other Acts necessary to prevent the Leakage or unnecessary Waste of Water through the said Lock, and also through the said Regulation Lock, or either of them, or out of the said Summit Level: And whereas by a Deed Poll, bearing Date on or about the Sixth Day of *April* One thousand eight hundred and thirty-one, the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation did, by that Writing under their Common Seal, direct and appoint that the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation should ask, demand, take, and recover, to and for the sole Use and Benefit of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, the Rates, Tolls, and Duties therein and herein after mentioned; (that is to say,) for all Coals and other Minerals, Cokes, Goods, Wares, Merchandize, Commodities, and Things whatsoever which should pass into the *Staffordshire* and *Worcestershire* Canal Navigation out of the *Birmingham* and *Liverpool* Junction Canal Navigation, or out of the *Staffordshire* and *Worcestershire* Canal Navigation into the *Birmingham* and *Liverpool* Junction Canal Navigation, the Sum of One Shilling *per* Ton, and so in proportion for a greater or less Weight than a Ton: And whereas by another Deed Poll, bearing Date on or about the Fifth Day of *April* One thousand eight hundred and thirty-six, the said Company of Proprietors

prietors of the *Staffordshire* and *Worcestershire* Canal Navigation did, by that Writing under their Common Seal, direct and appoint that the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation should ask, demand, take, and recover, to and for the sole Use and Benefit of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, the Rates, Tolls, and Duties therein and herein after mentioned; (that is to say,) for all Coals or other Minerals, Cokes, Goods, Wares, Merchandize, Commodities, and Things whatsoever which should pass into the *Staffordshire* and *Worcestershire* Canal Navigation out of the *Birmingham* and *Liverpool* Junction Canal Navigation, or out of the *Staffordshire* and *Worcestershire* Canal Navigation into the *Birmingham* and *Liverpool* Junction Canal Navigation, the Sum of Fourpence *per* Ton, and so in proportion for a greater or less Weight than a Ton, in lieu and instead of the Sum of One Shilling *per* Ton which the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation did, by the said above-recited Deed Poll, under their Common Seal, bearing Date the Sixth Day of *April* One thousand eight hundred and thirty-one, direct and appoint to be the Amount of such Toll: And whereas the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation have consented and agreed that the said Enactments should be altered, and other Provisions made in lieu thereof, and it is therefore expedient that the said Enactments should be repealed; be it therefore enacted, That, from and after the First Day of *January* One thousand eight hundred and forty-three, such Enactments shall be repealed, and the Provisions herein contained in lieu thereof shall take effect on and after that Day: Provided always, that all Arrears due on the said First Day of *January* next in respect of any Rate, Toll, or Duty so as aforesaid authorized to be taken, shall be recovered, received, and applied in the same Manner as if the said recited Enactment had not been repealed.

As to Summit Level of the Birmingham and Liverpool Junction Canal in connexion with the Summit Level of the Staffordshire and Worcestershire Canal.

III. And whereas the *Birmingham* and *Liverpool* Junction Canal Navigation joins the *Staffordshire* and *Worcestershire* Canal Navigation at a Place called the *New Autherley* Junction, which is near to or adjoins the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation: And whereas that Part of the *Birmingham* and *Liverpool* Junction Canal Navigation which extends from the said *New Autherley* Junction to the said Lock at *Wheaton Aston* forms the Summit Level of the said *Birmingham* and *Liverpool* Junction Canal Navigation: And whereas the Summit Level of the *Birmingham* and *Liverpool* Junction Canal Navigation is at present lower than the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation, but the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation are willing that, upon the Terms and Conditions, and subject to the Provisions herein-after imposed and made, the Summit Level of the said *Birmingham* and *Liverpool* Junction Canal Navigation shall be raised to the Level of the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation; be it therefore enacted, That the Level of the Surface of the Summit Level of the *Birmingham* and *Liverpool* Junction

Canal Navigation shall be raised to the Level of the present Surface of the Summit Level of the *Staffordshire* and *Worcestershire* Canal Navigation by and at the Expence of the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation; and the same Company of Proprietors shall, within Six Calendar Months next after the passing of this Act, set up, to the Satisfaction of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, Two Marks denoting the maximum Height of the Level to which the said *Birmingham* and *Liverpool* Junction Canal Navigation shall be so raised as aforesaid, one whereof shall be placed at the said *New Autherley* Junction, and the other at the said Lock at *Wheaton Aston.*

Certain Tolls to be paid to Staffordshire and Worcestershire Canal Company, as Compensation for Loss of Water.

IV. And whereas, when the Summit Levels of the said Two Canal Navigations shall have been placed upon the same Level, the Passage of Boats through the said Lock at *Wheaton Aston* will be attended with a great Loss of Water by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, over and above the Loss of Water which they now sustain; be it therefore enacted, That it shall be lawful for the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, and they are hereby required from Time to Time, and at all Times hereafter, to ask, demand, take, and recover for the sole Use and Benefit of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation the Rates, Tolls, and Duties hereinafter mentioned; (that is to say,)

For all Coals or other Minerals, Cokes, Goods, Wares, Merchandize, Commodities, and Things whatsoever which shall pass through the said Lock at *Wheaton Aston*, either upwards or downwards, or shall pass into the said *Staffordshire* and *Worcestershire* Canal Navigation out of the said *Birmingham* and *Liverpool* Junction Canal Navigation, or out of the said *Staffordshire* and *Worcestershire* Canal Navigation into the said *Birmingham* and *Liverpool* Junction Canal Navigation, such Sum of Money as the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation shall from Time to Time, by Writing under their Common Seal, direct or appoint, not exceeding the Sum of Fourpence *per* Ton:

And such Sum shall be received, recovered, and paid over in manner provided by the said recited Act of the Seventh Year of King *George* the Fourth with respect to the Rates, Tolls, and Duties thereby authorized to be taken; but for or in respect of a Cargo passing into or out of the *Birmingham* and *Liverpool* Junction Canal Navigation out of or into the *Staffordshire* and *Worcestershire* Canal Navigation, and also in the same Voyage passing through the said Lock at *Wheaton Aston*, only One such Rate, Toll, or Duty as aforesaid shall be demanded.

Boats containing less Weight than Six Tons to be considered

V. And be it enacted, That whenever any Passenger Boat, Fly Boat, or other Boat, the Contents whereof, whether consisting of Passengers, Goods, or other Cargo, shall be less in Weight than Six

as if containing Goods of the Weight of Six Tons.

Six Tons, or any empty Boat of any Description, shall pass through the said Lock at *Wheaton Aston*, every such Boat shall, for the Purpose of Liability to the aforesaid Rates, Tolls, and Duties, not exceeding Four-pence *per* Ton, hereby authorized to be taken, be deemed and considered to contain Goods of the Weight of Six Tons; but this Provision shall not subject to the Payment of any such Rate, Toll, or Duty empty Boats *bonâ fide* returning after having delivered their Cargo.

When a Boat charged under last Clause as containing Six Tons shall return with a larger Cargo than Six Tons, a Remission of Toll provisionally paid to be made.

VI. And be it enacted, That whenever any Boat, whether empty or otherwise, in respect of which, or of the Contents of which, a Rate, Toll, or Duty as upon Six Tons of Goods shall have been levied under the Provision last herein-before contained, shall return in the same Voyage through the said Lock at *Wheaton Aston*, the Contents of such Boat, whether consisting of Passengers, Goods, or other Cargo, shall be chargeable with such Rate, Toll, or Duty as aforesaid, according to the actual Weight of such Contents, and there shall be remitted and deducted from the Amount of Rate, Toll, or Duty so chargeable upon such Contents, so much of the Rate, Toll, or Duty so previously paid as upon Six Tons as shall have exceeded the Amount of the Rate, Toll, or Duty which would have been paid in respect of such Boat, or of the Contents thereof, if Rate, Toll, or Duty had been taken only in respect of the actual Contents of such Boat: Provided always, that if the Effect of such Remission or Deduction would be that the Number of Tons upon which Rate, Toll, or Duty would be paid would be less than Six Tons in the Aggregate of the whole Voyage up and down, the Remission or Deduction hereby directed shall be made to such an Extent only as shall be consistent with Payment of Rate, Toll, or Duty upon Six Tons in the Aggregate as aforesaid.

As to Stop Gate at Junction of Canals.

VII. And be it enacted, That, in lieu of the Regulation Lock required to be provided by the said recited Act of the Seventh Year of King *George* the Fourth, the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall construct, and for ever at their own Expence maintain and keep in perfect Repair and Water-tight, a Double Stop Gate at or near to the said *New Autherley* Junction, which said Stop Gate shall be constructed with Two Gates, One opening towards each Canal respectively, and that one of such Gates which shall be nearest to and shall open towards the said *Staffordshire* and *Worcestershire* Canal Navigation shall be under the Control of a Person to be appointed by the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, and the other of such Gates shall be under the Control of a Person to be appointed by the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, and such Gates shall be kept open except under the Circumstances herein-after mentioned; (that is to say,) either of such Gates may be closed by the Person having the Control thereof at any Time when it shall be necessary so to do, in order to prevent Loss of Water to the Company of Proprietors in whose Service he shall be, by reason of any Breakage or Leakage in the Summit Level of either

either of the said Canal Navigations, or when the Necessity of Repairs shall require the letting off the Water in the Summit Level of either of the said Canal Navigations, but not otherwise; and neither of the said Companies of Proprietors shall at any Time let off the Water in the Summit Level of its own Canal except for the Purpose of Repairs, nor without Notice to the other of the said Companies, and that one of the said Two Companies which shall at any Time let off the Water in the Summit Level of its own Canal for the Purpose of Repairs shall restore or supply from its own Reservoirs or Resources the whole Quantity of Water so let off within Nine Days after the same shall have been so let off, upon pain of forfeiting to the other of such Companies the Sum of One hundred Pounds for every Day which shall elapse after such Nine Days without the whole Quantity of such Water being restored; and such Sum of One hundred Pounds, and as many of such Sums of One hundred Pounds as shall become payable under this present Provision, shall be recovered as and for liquidated Damages, together with full Costs of Suit, from the Company making default in restoring such Water, by an Action at Law, to be brought in any of the Superior Courts by the other of the said Two Companies.

Water not to be drawn off from either Summit except for Repairs, &c.

VIII. And be it enacted, That the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall within Six Calendar Months next after the passing of this Act, at their own Expence, so reduce and alter the Dimensions and Construction of the said Lock at *Wheaton Aston* that the same shall not contain more than Four thousand five hundred and fifty Cubic Feet of Water between the Surface of the Water in the Level above such Lock and the Surface of the Water in the Level below such Lock; and the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall, after the Expiration of the said Six Calendar Months, be bound for ever to maintain the said Lock at *Wheaton Aston*, at their own Expence, of such Dimensions and Construction as shall preclude the Necessity of the passing through the said Lock at *Wheaton Aston* of a larger Quantity of Water than Four thousand five hundred and fifty Cubic Feet of Water, upon the Occasion of any Boat, or any Two Boats, when One Lock of Water serves both at the same Time, passing through such Lock.

As to Lock at Wheaton Aston.

IX. And be it enacted, That in order to ascertain any Variation in the Capacity of the Chamber of the said Lock at *Wheaton Aston*, in consequence of the Difference of Level in the Ponds immediately above and below such Lock, the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall provide and set up a sufficient Index or Marks for determining the exact Quantity of Water taken at such Lock; and the Mode of affixing such Index or Marks, and the Nature thereof, shall be determined by and between the respective Engineers of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation and the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation; and in case of their Disagreement, then by some Engineer,

Birmingham and Liverpool Junction Canal Company to affix Index for ascertaining Quantity of Water taken.

Engineer, appointed in Writing as an Umpire by the Engineers of the said Two Companies, before entering on the Business.

Birmingham and Liverpool Junction Canal Navigation to keep Lock and Summit in repair, &c.

X. And be it enacted, That the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall at all Times keep the said Lock at *Wheaton Aston* in perfect Repair and Water-tight, and shall cause the same Lock to be kept closed, except at those Times at which the same must necessarily be opened for the Passage of Boats, and also shall, to the Satisfaction of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, at all Times keep in perfect Repair and Water-tight the Summit Level of the said *Birmingham* and *Liverpoo* Junction Canal Navigation, and all Drains, Sluices, and Watercourses upon or belonging to the same, and also the Bank, Sides, and Bed of the said Summit Level; and no Water shall be wasted at the said Lock, or shall be drawn through the Gates or Paddles thereof, otherwise than for the Purpose of passing a Boat through the same; and the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall not construct or continue, without the Consent in Writing of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, any Waste Weirs or Overflows in any Part of such Summit Level; and the said Summit Level and Lock shall be at all Times subject to the Inspection of any Servant, Agent, or Surveyor appointed in Writing by such last-mentioned Company; and all Waste Weirs and Overflows which shall be constructed or continued, with such Consent as aforesaid, shall at all Times be subject to the Control of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation.

Passage of Boats through Wheaton Aston Lock to be so regulated as to prevent Waste of Water.

XI. And in order to prevent Waste of Water by Boats passing the said Lock at *Wheaton Aston*, be it enacted, That if any Boat shall be about to pass the said Lock at *Wheaton Aston* at a Time when another Boat coming the other Way is within Sight, and within a Distance not exceeding Three hundred Yards of such Lock, and also intending to pass the same, the Inspector, or other Officer or Servant of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation who shall for the Time being be on Duty at the said Lock, may require that such Boat shall pass first which shall be on the Level corresponding with the Level of the Water in the said Lock; and if there shall be several Boats approaching the Lock from different Ways and within Sight, and within the Distance aforesaid, such Inspector, or other Officer or Servant, may require that the same shall pass alternately, so as to make One Lock of Water serve Two Boats, the one going up and the other coming down, as aforesaid: Provided always, that Boats conveying Passengers as regular Passage Boats shall be exempt from the Operation of this Provision, and regular Fly Boats shall be exempt from such Operation from the First Day of *November* in every Year until the First Day of *July* in the succeeding Year; and regular Fly Boats navigating in Trains of Two or more at a Time shall be exempt from such Operation at all Times, save that if, while a Train of Fly Boats

Proviso as to Passenger Boats and Fly Boats.

Boats shall be in the course of successively passing the said Lock at *Wheaton Aston*, any Boat or Boats of any Description, or any Train of Boats, shall have reached the said Lock from the opposite Direction, and shall be in waiting to pass the same, it shall always be lawful for such Inspector, or other Officer or Servant as aforesaid, to require that the remaining Boat or Boats of such first-mentioned Train shall pass alternately with the Boat or Boats, or Train of Boats, which shall so have arrived and be in waiting as aforesaid, in order that One Lock of Water may serve Two Boats, the one going up and the other coming down, as aforesaid.

Land for Inspectors Houses, &c. to be conveyed to the Staffordshire and Worcestershire Canal Company.

XII. And be it enacted, That the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall, within Three Calendar Months next after the passing of this Act, set out and allot, and, when required, convey unto and to the Use of or in Trust for the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, their Successors and Assigns for ever, some convenient Plot or Parcel of Land, or Plots or Parcels of Land, of which the said first-mentioned Company shall be seised for an Estate of Inheritance in Fee Simple, situate within the Distance of Thirty Yards from the Head or Top Gate of the Lock at *Wheaton Aston* aforesaid, containing in Quantity, at the least, One thousand superficial Square Yards, suitable for the Erection thereon by the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation of such Buildings and Offices, with Gardens thereto attached, as shall be suitable for the Residences of Night and Day Inspectors or Servants to be appointed by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation.

Duties of Inspectors to be appointed by the Staffordshire and Worcestershire Canal Company.

XIII. And be it enacted, That Inspectors or Servants to be appointed by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation shall, from Time to Time, see that no Water is unduly used or is wasted, either by Leakage of the Lock at *Wheaton Aston* aforesaid, or otherwise, and shall see that all the Provisions of this Act are carried into effect, and shall also, from Time to Time, take an Account of all Boats passing the said Lock, and shall perambulate the Banks of and otherwise pass along the said Canal, from the said Lock to the said *New Autherley* Junction, and shall from Time to Time examine the said Lock, and ascertain whether or not the same is in perfect Repair and Watertight; and such Inspectors or Servants shall have the same Powers as shall be from Time to Time possessed by the Inspectors and Toll Collectors of the said Two Companies, or of either of them; and the whole Management of the said Lock at *Wheaton Aston*, both at the Time at which Boats shall be passing through the same, and at other Times, shall be under the Control of such Inspectors or Servants, but nothing shall authorize them, or any of them, to impede the Passage of Boats through the said Lock at *Wheaton Aston*, except for the Purpose of necessary Repairs to such Lock.

Management of Lock at Wheaton Aston to be under the Control of such Inspectors.

Conveyance of Water from the

XIV. And whereas a principal Reservoir belonging to the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal

Belvide Reservoir.

Canal Navigation is called the *Belvide* Reservoir, and the Water from such Reservoir is now conveyed into the Canal of the last-mentioned Company at a Point between the *New Autherley* Junction and the Lock at *Wheaton Aston;* be it enacted, That the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation may, if they think fit, convey the Water from the said *Belvide* Reservoir into their Canal at any Point below the said Lock at *Wheaton Aston*, provided that any Works constructed for carrying such Purpose into effect shall be so arranged as to allow Water to be supplied to the said Summit Levels of the said *Birmingham* and *Liverpool* Junction Canal Navigation, and *Staffordshire* and *Worcestershire* Canal Navigation, in case of the Reservoirs or Stores of the said last-mentioned Navigation becoming exhausted; and it shall be lawful for the Two Companies at any Time to contract and agree as to any Water possessed by the one Company, and required for the Use of the other of them: Provided always, that no Water taken from the said *Belvide* Reservoir, or from any other Source, shall be conveyed by the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation under the Summit Level of their said Canal, otherwise than in Cast-iron Pipes, of the Diameter of not less than Two Feet, the Construction and Position of which shall have been previously approved by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation; and all Cast-iron Pipes which shall, with such Approval, be used for the Purpose aforesaid, shall be maintained by and at the Expence of the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation in perfect Repair and Water-tight, to the Satisfaction of the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation; which last-mentioned Company shall be at liberty, by themselves or by any Person or Persons authorized by them in Writing in that Behalf, from Time to Time and at all Times, to examine the State and Condition of such Pipes; and for that Purpose the said last-mentioned Company may cause a Man or a Boy to pass along and within such Pipes, or any of them, or may cause such Pipes, or any of them, to be examined in any other Manner which to the same Company may seem fit, doing no Damage to the Works, and causing no Let or Hindrance to the Business of the said *Birmingham* and *Liverpool* Junction Canal Company.

Mode of carrying Water under the Summit Level to be by Cast-iron Pipes.

If the Birmingham and Liverpool Junction Canal Company fail to do any Act which they are hereby required to do, the Staffordshire and Worcestershire Canal Company may do such

XV. And be it enacted, That in case the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall at any Time fail to keep in perfect Repair and Water-tight the said Double Stop Gate at the *New Autherley* Junction, and the said Lock at *Wheaton Aston*, and the whole Summit Level of the *Birmingham* and *Liverpool* Junction Canal Navigation, or any or either of them, or any Parts or Part thereof respectively, and all the Drains, Sluices, and Watercourses upon or belonging to the same, and the Banks, Sides, and Bed of the said Summit Level, or any of them, or any Parts or Part thereof respectively, or such Cast-iron Pipes as aforesaid, or any of them, or any Part or Parts thereof, or to maintain undefaced and unimpaired the said Marks, or any or either of them, or to do or perform any other Act or Acts which the said

said last-mentioned Company is hereby required to do or perform in respect of the said Matter, then it shall be lawful for the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, and for their Servants, Agents, Surveyors, and Workmen, at the Expence, Costs, and Charges of the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, to do all Acts necessary or proper for repairing, supporting, sustaining, securing, and making Water-tight the said Double Stop Gate, or the said Lock at *Wheaton Aston*, or the said Summit Level, or such Drains, Sluices, and Watercourses, Banks, Sides, and Bed, or any or either of them, or any Part or Parts thereof, or such Pipes, or any or either of them, or any Part or Parts thereof, or maintaining undefaced and unimpaired the said Marks, or any or either of them, or to do or perform any other Act or Acts which the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation is hereby required to do or perform in respect of the said Matters, but shall fail to do or perform, as the Case may be, and for any or either of the Purposes aforesaid to enter upon the said *Birmingham* and *Liverpool* Junction Canal Navigation, and the Banks and Sides thereof, either at or near the said *New Autherley* Junction, at or near the said Lock at *Wheaton Aston*, or elsewhere upon the Summit Level of the same Canal; and further, it shall be lawful for the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, and they are hereby empowered, to recover of and from the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, by an Action at Law in any of the Superior Courts, together with full Costs of Suit, not only the Amount of all the Costs, Charges, and Expences of doing or performing all such Acts as aforesaid, but also a full Compensation for all Losses, Damages, Costs, Charges, and Expences which the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation shall have sustained by reason of the said Stop Gate, or the said Lock at *Wheaton Aston*, or the said Summit Level, or any or either of the other Particulars aforesaid, as the Case may be, not being in perfect Repair and Water-tight, or by reason of the said Marks, or any or either of them, having become defaced or impaired, or by reason of the Failure on the Part of the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation to do or perform any Act or Acts which they are hereby required to do or perform in respect to the Matters aforesaid.

Acts at the Expence of the former Company.

XVI. And be it enacted, That every Captain, or other Person having the Care and Management of any Boat navigating through the said Lock at *Wheaton Aston* aforesaid, who shall wilfully occasion the Waste of any Water at the said Lock, either by causing such Water to be unnecessarily drawn through the same, or the Gates or Paddles thereof, or otherwise, shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds, to be recovered in a summary Way upon Complaint before any Two or more Justices, with Power to such Justices to imprison the Offender in the Common Gaol or House of Correction for any Term not exceeding One Month,

Remedies for wilful Waste of Water at the Lock at Wheaton Aston.

Month, or until such Fine shall be paid; and the Employer or Employers of such Offender shall be responsible for the Damages attending such Offence; and in case the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, or the Committee of such Company, or their known Clerk, shall have or receive Notice in Writing from the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, or the Committee thereof, or their known Clerk, of any such Waste of Water or Injury being occasioned as aforesaid, and the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation shall not within the Space or Period of Ten Days sue or prosecute, or cause to be sued or prosecuted, the Person or Persons who may be liable to make Compensation or to be punished for such Waste of Water, it shall be lawful for the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, or their Committee, at any Time after the Expiration of such Ten Days, to take up the Case, and at their own Costs and Charges to sue or prosecute such Person or Persons, either by Action at Law or by Prosecution, or otherwise, to Judgment and Execution, or to Conviction and Punishment, as the Case may be, in the Name of the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, and that as fully and effectually to all Intents and Purposes as if such Action or Prosecution had been brought or carried on by the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, any Law, Usage, or Custom to the contrary thereof in anywise notwithstanding; and it shall not be lawful for the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation, or their Committee or Clerk, or any or either of their other Officers, to discontinue, suspend, release, or become nonsuit in, or in any way interfere with any such Action, Suit, or Prosecution which shall or may be commenced or prosecuted by the said Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation, or their Committee, in the Name of the Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation.

Accounts of Tolls rateable to the Poor to be kept.

XVII. And for the Purpose of providing for the proper Rating of the Canal to the Relief of the Poor, be it enacted, That the Company shall keep an Account of the whole Rates, Duties, and Profits received by them, and rateable for the Relief of the Poor, showing the gross Amount of the monthly Receipts in respect of such Rates, Duties, and Profits received by them, and rateable for the Relief of the Poor, and showing the gross Amount of the monthly Receipts in respect of such Rates and Duties received in every Year, and the Amount and Particulars of the Expenditure in every such Year, on account of any Expences, the probable annual average Cost of which is to be taken into account in ascertaining the net annual Value of the Canal, for the Purpose of rating the same for the Relief of the Poor; and if the Company shall at any Time carry for their own Benefit any Passengers, Cattle, or other Animals, Goods, or other Matters, they shall keep a separate Account, showing the Amount of the Sums which would have been received by the

Company in every such Year for the Use of the Canal in respect of such Passengers, Cattle, Goods, or other Matters, if the same had been carried by any other Party, and the Amount of the Sums which shall have been actually received by the Company for the Carriage of the same.

Power to Overseers of the Poor to inspect Accounts.

XVIII. And be it enacted, That, at any Time during the first Fourteen Days in the Months of *February* and *August* in each Year, it shall be lawful for the Overseers of the Poor of the several Parishes or Townships through which the Canal shall pass to inspect such Accounts, and if the Company fail to keep such Accounts, or to permit such Inspection thereof, they shall forfeit to each Overseer who shall demand the said Accounts, or who shall be refused the Inspection of such Accounts, or either of them, for every such Failure to keep such Accounts Thirty Pounds, and for every Day during which the Refusal to permit such Inspection may continue the Sum of Ten Pounds *per* Day, and such Penalties shall be recoverable by Action of Debt, or on the Case, in any of the Superior Courts, and shall be applied for the Benefit of the Poor of the Parish or Township within which such Failure may occur.

Power to lease the Tolls.

XIX. And be it enacted, That it shall be lawful for the Company from Time to Time, by Lease, to take effect in possession within Three Months from the letting thereof, to let to any Party, for any Period not exceeding Seven Years from the Commencement of any such Lease, the Tolls authorized to be collected by the recited Acts or any of them, and this Act, or any Part thereof, upon the Whole or any Part of the Canal, other than the Rates, Tolls, and Duties authorized by this Act to be collected for the Use and Benefit of the Company of Proprietors of the *Staffordshire* and *Worcestershire* Canal Navigation.

Lessees to be deemed Collectors.

XX. And be it enacted, That during the Continuance of any such Lease the respective Lessees therein named, and also all Persons appointed by them to collect the Tolls so let, shall be deemed Collectors of the Tolls so let, and they shall have the same Powers to collect and recover such Tolls, and be subject to the same Rules, Duties, and Penalties in reference thereto, as if they had been appointed for that Purpose by the Company.

Power to get Materials in case of sudden Damage.

XXI. And whereas it may happen from Floods, or from some unexpected Accident, that some of the Works of the Company may give way, or be damaged or destroyed, or the adjacent Lands be flooded, damaged, or endangered, and that it may be necessary that the same Works should be immediately repaired or rebuilt to prevent further Damage; be it therefore enacted, That as often as any such Case shall happen it shall be lawful for the Company, their Workmen and Servants, from Time to Time to enter into any Lands adjoining or near to the Canal or other Works, or any of them, (not being more than Two hundred and fifty Yards from the Bank of the said Canal, or any Reservoir thereto belonging, nor being a Towing

Path, Embankment, or other Work belonging to any other Canal or navigable River, or Railway, or used or occupied therewith, and not being nearer than Five hundred Yards to the Mansion House of the Owner of any such Lands, and not being either the Site of a Dwelling House, or an Orchard, Garden, Yard, Park, Paddock, planted Walk, Nursery for Trees, or Avenue to a House,) and to dig for, get, work, take, carry away, and use all such Stones, Clay, Gravel, Soil, and other Materials as may be necessary or proper for the Purposes aforesaid, without any previous Treaty whatsoever with the Owner or Occupier of or other Person interested in such Lands, or any of them, doing as little Damage thereto as the Nature of the Case will admit of, and making full and ample Recompence to the Owner and Occupier of or other Person interested in such Lands, within the Space of Ten Days next after the same shall be demanded, for all Damages which may be done by means of digging for, getting, working, taking, carrying away, and using such Stones, Clay, Gravel, Soil, and other Materials, or any of them; which Damages, and the Satisfaction to be made in respect thereof, in case the several Parties concerned shall not agree about the same, shall be determined and adjusted, or assessed, awarded, and recovered, in the Manner and by the Ways and Means by the herein-before first-recited Act and this Act prescribed with respect to other Damages done in making and maintaining the Canal and other Works by the recited Acts and this Act authorized to be made and completed.

As to the Construction of Boats.

XXII. And be it enacted, That no Boat shall pass a Lock or be navigated upon any Part of the Canal that shall have a square Head or Stern or Projection at the Side or Bottom thereof, or be constructed in any respect so as to injure or tend to injure the Locks, Bridges, Masonry, Banks, Lining, Puddling, or other Works of the Canal, without the previous special Permission of the Committee of the Company, or their Clerk or Agent for that Purpose duly authorized; and the Company, their Servants or Agents, may stop any Boat so constructed as aforesaid, and prevent it from passing any Lock or navigating the Canal, or any Part thereof.

Vessels under a certain Length or Tonnage, or above a certain Breadth, not permitted to pass without Leave.

XXIII. Provided always, and be it enacted, That no Boat of less than Seventy Feet in Length or more than Seven Feet in Breadth, nor any Boat loaded with less Burden than Fifteen Tons, shall navigate the Canal or pass through any of the Locks belonging to the Company, unless with the Consent of the Company, or their authorized Agent for the Time being, first had and obtained in Writing, and upon such Terms as they shall think proper, or unless such Boat (being of the Length and Breadth aforesaid) shall be returning after having delivered its Lading, or be going to any Part of the Canal for its Loading.

Preference may be given to Passage Boats and to Fly Boats.

XXIV. And be it enacted, That the Company may from Time to Time authorize and permit any Boat of the Description usually called Passage Boats, carrying Passengers, to pass any Lock or Bridge, and any Boat of the Description usually called regular Fly Boats, carrying

ing Merchandize, to pass any Lock, before a Boat laden with Coals, Timber, Stones, Lead, Minerals, or other heavy Goods, provided such Passage Boat or regular Fly Boat be within One hundred Yards of the Lock or Bridge at which such Preference is given.

Penalty on obstructing Towing Paths.

XXV. And be it enacted, That if any Person shall refuse to give such Preference as aforesaid to any Passage Boat or regular Fly Boat, or shall wilfully obstruct or retard the Passage of any such Boat respectively, or if any Person shall deposit any Timber or other Article, Matter, or Thing on any Part of the Towing Path of the Canal, or shall leave any Cart, Carriage, or Barrow standing on the said Towing Path for a longer Time than shall be necessary for the loading or unloading of such Cart, Carriage, or Barrow so as to obstruct the said Towing Path and the free Use thereof, or shall drive any Horses or other Beasts (not employed in the hauling or drawing any Boat or other Vessel on the said Canal, or any Cart or other Carriage to or from the said Canal), or any Pigs or Sheep along any Part of such Towing Path which is not a public Highway, every Person so offending shall for each Offence forfeit any Sum not exceeding the Sum of Five Pounds.

Further Powers as to Wharfs, &c.

XXVI. And be it enacted, That the Company may set out the Carriage and other Ways on the several Wharfs belonging to them, and the Passages to and from the Landing Places thereon, and also limit and determine the Extent of Ground adjoining the several Landing Places which for the Convenience of Business shall be at all Times kept clear and unobstructed, and also determine the Number of Traders who shall be allowed to use the several Landing or Loading Places, and also, with or without Indenture, to demise or lease any of the Ground of their said Wharfs, to be used as Places of Deposit for any Articles or Commodities which shall be landed at their said Wharfs, or which may be intended to be conveyed along the Canal.

Company empowered to lease Wharfs, &c.

XXVII. And be it enacted, That it shall be lawful for the Company from Time to Time, by any Instrument in Writing under their Common Seal, to let or demise to any Person for any Term or Number of Years, and at any Rent which shall be agreed upon, all or any of their Wharfs, Quays, Landing Places, Cranes, Weighing Machines, or Warehouses; and during the Leases so to be granted respectively the several and respective Lessees or Tenants under such Leases shall have all such Powers relating to the Management of the said Premises, and the Recovery of the Rents or other Payments becoming due inrespect thereof, as the Company and their Servants or Agents would for the Time being have had if such Leases had not been granted.

Present and future Bye Laws.

XXVIII. And be it enacted, That the present Bye Laws made by the Company shall not be in force for a longer Space than Six Months after the passing of this Act; and all future Bye Laws to be made under the Provisions of the recited Acts and this Act shall be

be so framed as to allow the Justices before whom any Penalty imposed thereby is sought to be recovered to order the Whole or Part only of such Penalty to be paid.

Bye Laws to be confirmed.

XXIX. And be it enacted, That no Bye Law which shall be made by the Company under the Authority of this and the recited Acts, except such as may relate solely to the Shareholders or Committee of the Company, or their Officers or Servants, shall be valid or binding unless the same shall be allowed by some Judge of one of the Superior Courts, or by the Justices assembled at some General or Quarter Sessions of the Peace for the County of *Salop*; and it shall be incumbent on such Justices, on the Request of the Company, to inquire into any Bye Laws which may be tendered to them for that Purpose, and to allow or disallow of the same as they shall think meet: Provided always, that no such Bye Laws shall be confirmed unless Notice of the Intention to apply for a Confirmation of the same shall have been given in One or more Newspapers of each of the Counties of *Salop*, *Stafford*, and *Chester* One Month at least before the Hearing of such Application; and any Person aggrieved by any such Bye Law, on giving Notice of the Nature of his Objection to the Company Ten Days before the Hearing of such Application, may, by himself or his Attorney or Agent, be heard thereon, but not so as to allow more than One Party to be heard on the same Matter of Objection.

A Copy of proposed Bye Laws to be open to Inspection.

XXX. Provided always, and be it enacted, That for One Month at least previous to any such Application a Copy of such proposed Bye Laws shall be kept at the principal Office of the Company, and it shall be lawful for all Persons, at all seasonable Times, to inspect such Copy without Fee or Reward, and to be furnished by the Company with a Copy thereof, or of any Part thereof, on Payment of Sixpence for every One hundred Words.

Bye Laws to be binding on all Parties.

XXXI. And be it enacted, That such Bye Laws, when so confirmed, shall be binding upon and be observed by all Parties, and shall be sufficient to justify all Parties acting under the same.

Evidence of Bye Laws.

XXXII. And be it enacted, That the Production of a written or rinted Copy of the Bye Laws of the Company, authenticated by the Signature of the Clerk of the Company, shall be Evidence of the Existence and of the due making of such Bye Laws in all Prosecutions under the same; and with respect to the Proof of the Publication thereof, it shall be sufficient that painted Boards containing a Copy thereof were affixed and continued in the Manner by the first-recited Act directed; and in case of any such Boards being afterwards destroyed or obliterated, it shall be sufficient to prove that such Boards were replaced or restored as soon as conveniently might be, unless Proof be adduced by the Party complained against that such painted Boards did not contain a Copy of the Bye Law under which he shall be prosecuted, or that Boards were not affixed, or continued to be affixed, as required by the first-recited Act.

XXXIII. And

Receipts for Money payable to Minors.

XXXIII. And be it enacted, That if any Money be payable to any Shareholder being a Minor, Idiot, or Lunatic, the Receipt of the Father or Guardian of such Minor, or the Receipt of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the Company for the same.

Company not bound to regard Trusts.

XXXIV. And be it enacted, That the Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any Shares may be subject, and the Receipt of the Party in whose Name any Share shall stand in the Books of the Company shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Shares may then be subject, and whether or not the Company have had Notice of such Trusts, and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Revoking Proxies.

XXXV. And be it enacted, That the Appointment of a Proxy shall not be revoked by the Proprietor who shall have so constituted the same afterwards voting or acting in Person, but the Proprietor holding such Proxy shall be entitled to vote in respect thereof at any subsequent General or Special Assembly, unless such Proprietor shall revoke such Appointment by Notice in Writing under his Hand, or, in case of a Corporation, under their Common Seal, sent or given to the Clerk of the Company.

Indemnity of Committee.

XXXVI. And be it enacted, That no Member of the Committee of the Company, by being Party to, or making, signing, or executing in his Capacity of Member of Committee, any Contract or other Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Committee, shall be subject to be sued or prosecuted, either collectively or individually, by any Person whomsoever; and the Bodies or Goods or Lands of the Committee, or any of them, shall not be liable to Execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them, or any of them, or by reason of any other lawful Act done by them, or any of them, in the Execution of any of their Powers as Committee-men; and the Committee, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital of the Company for all Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Committee for the Time being of the Company shall apply the existing Funds and Capital of the Company for the Purposes of such Indemnity, and shall, if necessary for that Purpose, make Calls of any Capital remaining unpaid.

Annual Account to be made up, and a Copy transmitted to the Clerk of the Peace.

XXXVII. And be it enacted, That the Company shall every Year cause an annual Account in Abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of the said recited Acts for the Year ending on the Thirty-first Day of *March*,

March, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account duly audited, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the County of *Salop*, on or before the Thirty-first Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit to prepare or transmit such Account as aforesaid, they shall forfeit for every such Omission the Sum ot Twenty Pounds.

Committee empowered to affix the Company's Seal.

XXXVIII. And be it enacted, That it shall be lawful for the Committee of Management of the Company to cause the Common Seal of the Company to be affixed to any Petition, Security, or other Document, as may be from Time to Time necessary or requisite.

Clerk of the Company to vote in choice of Assignees;

XXXIX. And be it enacted, That in all Proceedings on behalf of the Company under any Fiat or Act of Insolvency, the Clerk of the Company, or other Person for that Purpose duly authorized, shall have the same Powers, Rights, and Privileges as to proving Debts personally or by his Affidavit, as to voting in the Choice of Assignees, and as to signing Certificates in relation to any Debt proved on behalf of the Company, as any other Person being a Creditor of such Bankrupt or Insolvent in his own Right would have in respect of the Debt claimed or proved by him.

and may execute Deeds, &c.

XL. And be it enacted, That the Clerk of the Company may execute any Creditor Deed, Letter of Licence, Composition, or Release, in his own Name on behalf of the Company.

Clerk of the Company may vote at Parish or Vestry Meeting.

XLI. And be it enacted, That the Clerk of the Company, or any other Person who shall from Time to Time in that Behalf be appointed by the Committee of the Company, (such Appointment to be verified by the Signatures of Three or more Members of the Committee,) may attend, act, and vote for and on behalf of the Company at any Parish, Town, Hamlet, or Vestry Meeting in respect of the rateable Property belonging to the Company in any Parish, Township, or Hamlet.

Penalty on Witnesses making default.

XLII. And be it enacted, That it shall be lawful for any Justice to summon any Person to appear before him as a Witness in any Matter in which such Justice shall have Jurisdiction under the Provisions of this and the recited Acts, at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such Matter; and if any Person who shall be summoned as a Witness before any Justice touching any Offence committed against this or the recited Acts, or any Matter in which such Justice shall have Jurisdiction by the Provisions of this and the recited Acts, shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any

Person

Person appearing shall refuse to be examined upon Oath, or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Justices may award Costs.

XLIII. And be it enacted, That it shall be lawful for any Justice of the Peace before whom any Complaint or Information shall be laid or heard for or in respect of any Offence against the Provisions of this or the recited Acts, or any of them, to ascertain and award the Costs and Charges incurred in the lodging such Complaint or Information, and attending the Apprehension, Conveyance, Conviction, and Commitment of such Offender, and to adjudge and order the Person charged with any such Offence, on his being duly convicted thereof, to pay to the Complainant or Informer such Costs and Charges in addition to the Penalty or Forfeiture adjudged by and recovered by or before such Justice, which Costs and Charges so adjudged and ordered to be paid shall be recovered by the several Ways and Means by the recited Acts, or any of them, directed as to the Recovery of Penalties imposed under the Authority thereof.

For Protection of the Securities given to the Exchequer Loan Commissioners. 1 & 2 W. 4. c. 24.

XLIV. And whereas the Commissioners nominated and appointed in and by an Act of Parliament made and passed in the First and Second Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to amend several Acts passed for authorizing the Issue of Exchequer Bills, and the Advance of Money for carrying on Public Works and Fisheries and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Acts*, and the several Acts therein recited, mentioned, and referred to, did, on or about the First Day of *November* One thousand eight hundred and thirty-one, advance and lend to the said Company of Proprietors of the *Birmingham* and *Liverpool* Junction Canal Navigation the Sum of One hundred and sixty thousand Pounds in Exchequer Bills, on the Security of an Indenture of Mortgage under the Common Seal of the said Company, bearing Date on or about the said First Day of *November* One thousand eight hundred and thirty-one, whereby, for the Considerations therein mentioned, the said Company of Proprietors assigned to *William Holden* Esquire, the then Secretary of the said Commissioners, but since deceased, all the said Canal, and all Works and Property belonging or which might thereafter belong thereto, and all Rates, Tolls, Rents, and Profits accruing or which might at any Time thereafter accrue, arise, be taken, collected, or received by the said Company of Proprietors from or out or on account of the said Canal and Works in pursuance of the Acts mentioned in the said Indenture, or any other Act or Acts of Parliament then or thereafter relating to the said Company, subject to Redemption upon Payment by the said Company of the Sum of One hundred and sixty thousand Pounds and Interest, by such Instalments, and at such Times as in the said Indenture is particularly mentioned and set forth: And whereas the said Commissioners did, on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-two, advance to the said Company of Proprietors the further Sum of

of Twenty-four thousand six hundred Pounds in Exchequer Bills, on the Security of a further Indenture of Mortgage, bearing Date the said Nineteenth Day of *July* One thousand eight hundred and thirty-two, whereby the said Canal and Premises were assigned to *John Strettell Brickwood* Esquire, the present Secretary of the said Commissioners, in the Manner and for the Purposes therein expressed: And whereas the whole of the said several Sums of One hundred and sixty thousand Pounds, and Twenty-four thousand six hundred Pounds, making together the Sum of One hundred and eighty-four thousand six hundred Pounds, remains unpaid, with an Arrear of Interest on the first of the said Advances, at Five Pounds *per Centum per Annum*, and a like Arrear on the Second of the said Advances; be it therefore enacted, That nothing in this Act contained shall extend or be construed to extend to invalidate, defeat, make void, or in any Manner incumber or affect the said several Indentures of Mortgage, bearing Date respectively the First Day of *November* One thousand eight hundred and thirty-one, and the Nineteenth Day of *July* One thousand eight hundred and thirty-two, or the Priority to which such Mortgages are respectively entitled, or any of the Powers, Privileges, and Remedies now vested in the said Commissioners for or in respect thereof for enforcing the Payment of the several Sums secured thereby, or the Completion of the said Canal, and all Works connected therewith, but such Powers, Privileges, and Remedies shall continue and remain in like force in all respects as if this Act had not been passed, any thing herein contained to the contrary thereof notwithstanding.

Repeal of Clause as to Limitations of Actions.

XLV. And whereas it is enacted in the said first-recited Act that no Action, Suit, or Information, or other Proceeding, should be brought, commenced, or prosecuted against any Person or Persons for any thing done or to be done in pursuance of such Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under that Act, unless Fourteen Days previous Notice should be given in Writing by the Person or Persons intending to commence and prosecute such Action, Suit, or Information to the Defendant or Defendants, nor unless such Action, Suit, or Information should be brought or commenced within Three Calendar Months next after the Fact committed, or in case there should be a Continuation of Damages, then within Three Calendar Months next after the doing or committing such Damage should have ceased, and not afterwards, and should be laid and brought in the County where the Matter in dispute or Cause of Action should arise, and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information should and might plead the General Issue, and give that 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 that Act; and if it should happen to have been so done, or if any such Action, Suit, or Information should have been brought or commenced before or after the Time limited for bringing the same, or in any County or Place than as aforesaid, then and in every such Case the Jury should find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plain-

tiffs should become nonsuited, or suffer a Discontinuance of his, her, or their Action, Suit, or Information after the Defendant or Defendants should have appeared, or if a Verdict should pass against the Plaintiff or Plaintiffs, or if, upon Demurrer or otherwise, Judgment should be given against the Plaintiff or Plaintiffs, the Defendant or Defendants should (if the Judge before whom the Cause was tried should certify the same to have been vexatious) have Costs, and should have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law: And whereas it is expedient that such Enactment be repealed, be it therefore enacted, That the same shall be and is hereby repealed.

Provision for Payment of the Expences of this Act.

XLVI. And be it enacted, That all the Costs, Charges, and Expences of the obtaining and passing of this Act, and of carrying the same into effect, and the obtaining and making the Surveys, Plans, and Estimates in respect thereof, or otherwise relating thereto, shall be defrayed and paid by the Company, out of the Monies received or to be received by them under the Authority of this and the recited Acts, or any of them, in preference to any other Payments.

Interpretation of Act.

XLVII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Word "Month" shall mean Calendar Month:

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster*:

The Word "Oath" shall include Affirmation in case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath:

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Word "Justice" shall mean Justice of the Peace for the County, City, Liberty, or Place where the Matter requiring the Cognizance of any Justice shall arise, and who shall not be interested in the Matter; and where the Matter shall arise in respect of Lands being the Property of one and the same Party, situate not wholly in any One County, City, Liberty, or Place, the same shall mean a Justice acting for the County, City, Liberty, or Place where any Part of such Lands shall be situate, and who shall not be interested in such Matter:

The Expression "the Canal" shall mean the Canal and Works connected therewith by the recited Acts and this Act authorized to be made; and

The Expression "the Company" shall mean the Company incorporated by the recited Acts and this Act:

The Expression "regular Fly Boat" shall mean those Boats only which are regularly used as such, and have a regular Relay of Horses used on each Voyage.

Public Act.

XLVIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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