ANNO SECUNDO

GULIELMI IV. REGIS.

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Cap. xliii.

An Act to explain and amend Two Acts, of the Fifty-first Year of His late Majesty King *George* the Third and the Fifth Year of His late Majesty King *George* the Fourth, relative to the *Bridgewater* and *Taunton* Canal Navigation.

[23d *May* 1832.]

WHEREAS by an Act passed 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* 51G. 3. c.60.
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,* certain Persons and their Successors were incorporated by the Name of *The Company of Proprietors of the* Bristol *and* Taunton *Canal Navigation;* and after reciting (among other Things) that by an Act passed in the Tenth and Eleventh Years of the Reign of His Majesty King *William* the Third, intituled *An Act for making and keeping the River* 10 & 11 W.3.
Tone *navigable from* Bridgewater *to* Taunton *in the County of* c. 8.
Somerset, certain Persons therein named, and their Successors, were appointed Conservators of the said River, and certain Powers were given and granted to them for making and keeping the same River navigable, and other Purposes therein mentioned, and that it had been thereby enacted that the Surplus of what should be received or arise from the Tolls or Rates thereby

directed to be levied and collected (after making and keeping the same River navigable, and reimbursing the said Conservators the Principal Money they had or should lay out, with Interest as therein mentioned,) should be by the said Conservators employed and disposed of for the only Use, Benefit, and Advantage of the Poor of the said Town of *Taunton*, and the Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James*, in the said County of *Somerset*, who were thereby empowered and authorized to lay out and dispose of the same in building One or more Hospital or Hospitals, or otherwise, from Time to Time according to their best Discretions, for the better educating and maintaining such poor Children as were or should become chargeable to the Town and Parishes aforesaid, and such Hospital or Hospitals, when built, should be governed and regulated by such Persons, Rules, and Orders as should be appointed, given, and made from Time to Time by the said Conservators for the Time being, so as such Rules and Orders were first approved by the Judges of Assize and Nisi Prius for the said County of *Somerset*, or One of them; and also reciting that by an Act passed in the Sixth Year
6 Ann. c. 9. of the Reign of Her late Majesty Queen *Anne*, intituled *An Act for more effectually making and keeping the River* Tone *navigable from* Bridgewater *to* Taunton *in the County of* Somerset, certain additional Tolls had been granted to the said Conservators, and they had been thereby directed to account for and apply the same in like Manner as had been mentioned in the said first therein recited Act with respect to the Tolls thereby granted; and also reciting that another Act had been passed in the Forty-fourth Year of His then present
44 G. 3. c. 83. Majesty King *George* the Third, intituled *An Act for explaining and amending Two Acts, passed in the Tenth and Eleventh Years of King* William *the Third and the Sixth Year of Queen* Anne, *for making and keeping navigable the River* Tone *from* Bridgewater *to* Taunton *in the County of* Somerset; and also reciting that the making of the Canal and Works authorized to be made by virtue of the said Act of the Fifty-first Year of the Reign of His late Majesty King *George* the Third, now in recital, would be very prejudicial to the Tolls authorized to be levied and collected by the said therein recited Acts from the *Tone* Navigation; it was by the said Act now in recital enacted, that the said Company of Proprietors should and they were thereby authorized and required, within Three Calendar Months next after the passing of that Act, to contract and agree with the Conservators of the said River *Tone* Navigation, and other Persons, Proprietors of Shares or Parts of Shares, or otherwise interested therein, for the absolute Purchase of their several and respective Estates, Rights, and Interests in and to the same, and also to contract and agree with the Overseers of the Poor for the Time being of the said Town of *Taunton*, and the said several Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James* aforesaid, for the absolute Purchase of the respective Estates, Rights, and Interests of the said Town and Parishes under and by virtue of the said therein recited Acts, or any of them; and in case any Disputes should arise touching the Monies to be paid for any such Purchase, or any Matter or Thing in anywise relating thereto, then the same should be submitted to a Jury, to be determined

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in such and the like Manner as the Purchase Monies of any Lands or Grounds directed to be purchased or taken by virtue of that Act should be determined in case any Dispute should arise about the same; and it was thereby further enacted, that the said Navigation, when so purchased, should from Time to Time and at all Times thereafter be maintained and supported by the said Company of Proprietors by and out of the Tolls from Time to Time received by them on the Line of such Navigation, and that the Surplus of such Tolls should after such Application be from Time to Time applied and disposed of as directed by the said therein recited Acts (save and except the Rights and Interests of such Person and Persons as were directed to be purchased and intended to be barred by virtue of that Act); and it was thereby further enacted, that the said Company of Proprietors should, after such Purchase should be so made as aforesaid, have, use, and enjoy such and the like Powers of maintaining and supporting the said Navigation, and should be subject to such and the same Rules, Regulations, Penalties, and Forfeitures, as the said Conservators and other Persons, Proprietors of Shares or Parts of Shares, or otherwise interested therein, had and enjoyed and were subject and liable to under and by virtue of the said therein recited Acts or any of them: And whereas by an Act passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, 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,* (among other Things therein contained,) the Name of the said Company of Proprietors was changed from that of *The Company of Proprietors of the* Bristol *and* Taunton *Canal Navigation* to that of *The Company of Proprietors of the* Bridgewater *and* Taunton *Canal Navigation*: And whereas the said Company of Proprietors have since the passing of the said first recited Act purchased of the Conservators of the said River *Tone*, and of all other Persons, Proprietors of Shares or Parts of Shares therein, all the Debt then due upon the said River *Tone*, such Debt being the whole Amount then remaining due to the Conservators of the said River *Tone*, and to the said other Persons, Proprietors of Shares or Parts of Shares in the said River *Tone* Navigation, for the Principal Money of the original Purchase of the said River *Tone* Navigation by the Conservators of the said River *Tone*, and for Monies from Time to Time laid out by the Conservators of the River *Tone* in the making or keeping the said River navigable, or in making or repairing Bridges over the said River, or in any other Works relating to the said River or to the Navigation thereof: And whereas neither the said Conservators nor any other Persons at the Time of the passing of the said first-recited Act had any beneficial Estate, Right, or Interest in the said River *Tone* Navigation otherwise than in respect of the Debt so due upon the said River *Tone*, and of the Interest of the Poor of the said Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James*, under the said several recited Acts or any of them (the said Parishes being the only Parishes in the said Town, and there being no other Officers of the Poor of the said Town than those

5 G. 4. c. 120.

those appointed for the said Parishes); And whereas shortly before the passing of the said first-recited Act, at Vestry Meetings of the same several Parishes respectively it was resolved that the Sums to be paid to each of the said Parishes as a Compensation for the contingent Interests of the Poor of the same Parishes respectively, under the Acts so passed in the Reign of King *William* the Third and Queen *Anne*, and in the Forty-fourth Year of the Reign of King *George* the Third, should be the annual Sum of Ten Pounds, such annual Sums to be charged on the said Canal, and the Tolls and Duties thereof, for ever, for the Benefit of the Poor of the said Parishes respectively: And whereas after the passing of the said first-recited Act, and after the Period had elapsed within which the Compensation to be paid to the said Parishes respectively was to be assessed, according to the Provisions of the said first-recited Act, the Churchwardens and Overseers of the Poor of the said several Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James* respectively refused to accept the said Sum of Ten Pounds *per Annum* by way of Compensation as aforesaid, and also refused to sell the respective Estates, Rights, and Interests of the said Parishes under the said recited Acts passed in the Reigns of King *William* and Queen *Anne* and in the Forty-fourth Year of the Reign of King *George* the Third, to the said Company of Proprietors: And whereas in consequence of such Refusal a Jury was summoned in relation thereto, according to the Mode prescribed by the said Act of the Fifth Year of King *George* the Fourth for settling Differences as to the Price or Value of any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of the said recited Acts of the Fifty-first Year of King *George* the Third and of the Fifth Year of King *George* the Fourth: And whereas the Sum of Three hundred Pounds was assessed by such Jury as the Sum to be paid by the said Company of Proprietors in respect of the Interest of each of such Parishes, the said Parishes being the only Parishes in the said Town of *Taunton*: And whereas the said Company of Proprietors, on the Sixth Day of *November* One thousand eight hundred and twenty-seven, with the Privity of the Accountant General of His Majesty's Court of Exchequer, paid into the Bank of *England*, in the Name and to the Credit of such Accountant General, the Sum of Three hundred Pounds, for the Use of the Churchwardens and Overseers of the Poor of the Parish of *Taunton Saint Mary Magdalen* aforesaid, and the like Sum of Three hundred Pounds for the Use of the Churchwardens and Overseers of the Poor of the Parish of *Taunton Saint James* aforesaid: And whereas shortly afterwards the said Company of Proprietors entered into the Possession of the said River *Tone* Navigation, and into the Receipt of the Tolls and Profits thereof, and took upon themselves the Management of the said River, in consequence whereof certain legal Proceedings were had and prosecuted against certain Servants of the said Company of Proprietors by the Conservators of the said River *Tone*, and which Proceedings afterwards came before the Court of King's Bench, in which Court it was determined, that by reason of the Purchases and Assessments authorized to be made by the said first-recited Act not

having been made and completed within the Time in the same Act mentioned, the several Powers and Authorities for the making of such Purchases and Assessments had ceased and determined; whereupon the Conservators of the said River *Tone* resumed the Possession of the said River *Tone* Navigation, and the said Two several Sums of Three hundred Pounds were withdrawn from the said Court by the said Company of Proprietors: And whereas the said Conservators have since the passing of the said several Acts incurred a further or new Debt in relation to the said River *Tone*, and are become liable to other Debts and Engagements in respect thereof: And whereas it is expedient that all the Right and Interest now vested in the said Conservators of the said River *Tone*, and all and singular the Hereditaments and Premises now held and enjoyed by them as such Conservators therewith, except as herein-after mentioned, should be possessed by the said Company of Proprietors, to the Intent that the said Canal may be rendered a more perfect and efficient Means of Communication between the said Towns of *Taunton* and *Bridgewater*, and that the Rights and Interests of the said Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James*, and of the Poor of the said Town of *Taunton*, in the said Navigation, should be otherwise provided for: And whereas it has been computed that the Sum of Two thousand Pounds is the full Value of the Interests of the said several Parishes and Poor in the said River *Tone* Navigation: 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 said Company of Proprietors shall and they are hereby authorized and required to purchase, and the said Conservators, as well on behalf of themselves as of the said several Parishes respectively and of the said Poor of the said Town of *Taunton*, are hereby required to sell, within Four Calendar Months after the passing of this Act, all the Rights and Interests of the said several Parties respectively in and to the said River *Tone*, and all and singular other the Hereditaments and Premises now held and enjoyed therewith, save and except a certain Strip or Piece of Land next adjoining the *North Town Bridge* in *Taunton* aforesaid, and lying on the North East Side thereof, and which hath been usually held and enjoyed by the said Conservators as a Landing Place for themselves and the Inhabitants of the said Town of *Taunton*, and a Right of Passage to and from the same, at or for the Price or Sum of Two thousand Pounds of lawful Money of *Great Britain*.

Company to purchase and Conservators of the River Tone to sell certain Rights, Interests, and Premises, for 2,000*l*.

II. And be it further enacted, That the said Sum of Two thousand Pounds shall be paid to the said Conservators, to be by them and their Successors employed and disposed of in manner and for the Purpose in the said herein-before in part recited Act, passed in the Tenth and Eleventh Years of the Reign of His Majesty King *William* the Third, is directed with respect to the surplus Monies to be received by them in pursuance thereof; and that the Receipt of the Conservators for the Time being, or the major Part of them, under

Application of the Purchase Money.

their respective Hands and also under their Common Seal, to be given for the said Sum of Two thousand Pounds, shall be an effectual Discharge for the same; and the said Company of Proprietors shall not be answerable for the Misapplication or Nonapplication of the same, or be bound to see to the Application thereof.

Company to pay all Debts and Liabilities of Conservators.

III. And be it further enacted, That the said Company of Proprietors shall within Four Calendar Months after the passing of this Act pay and discharge, as well the further or new Debt so incurred by the said Conservators as aforesaid as also all other the Debt or Debts, Sum or Sums of Money, which they as such Conservators as aforesaid, or in their individual Character or Characters, collectively or separately, or which any One or more of them, have or are or may become liable to pay for or in relation to any Matter or Thing connected with the said River *Tone* Navigation, or in relation to the passing of this Act, or any other Matter or Thing necessary to be done under the Provisions of this Act, except so far as the same may relate to the Appropriation of the said Sum of Two thousand Pounds; and that they the said Company of Proprietors shall and they are hereby required to save harmless and keep indemnified the said Conservators and every of them, their and each of their Heirs, Executors, and Administrators, of and from the Payment of the same or any of them, or any Part thereof, so that in no Event shall the said Conservators or any of them be personally answerable or accountable for or liable to pay any Sum or Sums of Money whatsoever on account thereof.

Account of Debt and Liabilities to be delivered to Company.

IV. Provided always, and be it enacted, That an Account in Writing of such new Debt, and of all other the Debt or Debts, Sum or Sums of Money, and Liabilities as aforesaid, so far as the same can be made up and ascertained, shall be delivered by the said Conservators to the Clerk of the said Company of Proprietors within Three Calendar Months next after the passing of this Act, and that any further or other Account of any Debt or Demand which the said Conservators shall incur or be liable to between the Delivery of such Account and the Completion of such Purchase and Payments as aforesaid, or which could not be before ascertained as aforesaid, shall be rendered in like Manner so soon as may be after the same can be so ascertained.

Company may take Possession on Payment of the Money.

V. And be it further enacted, That on Payment of the said Sum of Two thousand Pounds, and of the new Debt, and of the Debt or Debts, Sum or Sums of Money, and Liabilities, to be mentioned in the Account to be so rendered as aforesaid, within Three Calendar Months next after the passing of this Act as aforesaid, in manner aforesaid, the said Company of Proprietors may enter into and take Possession of the said River *Tone*, and the Rights and Privileges of the said Conservators, and of all other Person or Persons whomsoever therein, and in and to the same, or to any Hereditaments and Premises usually held and occupied therewith, and thereunto belonging, except as herein mentioned, in as full, ample, and perfect a Manner as they

the said Conservators now hold and enjoy the same, freed and absolutely discharged of and from all Claims and Demands which can or may be made upon the said River *Tone* Navigation, or on the Tolls to be taken for navigating on the same, or on any Part thereof, by the Poor of the said Town of *Taunton*, and the Parishes of *Taunton Saint Mary Magdalen* and *Taunton Saint James* in the said County of *Somerset* respectively, or by any other Person or Persons on their Behalf, or otherwise howsoever, except only such Debt or Debts, Sum or Sums of Money, as they the said Conservators may have incurred or become liable to pay from the Time of rendering such Account to the said Company of Proprietors as aforesaid, or any Debt or Debts the Particulars of which could not from any Cause be delivered as aforesaid, and which they the said Company of Proprietors are hereby required to pay and discharge to the said Conservators within One Calendar Month after Demand in Writing; provided that if the said Conservators, or any Person or Persons beneficially interested in the said River *Tone* Navigation, in respect of any Debt, Claim, or Demand upon the said River *Tone* Navigation, or upon the said Conservators in relation thereto, or otherwise in or about the Premises, of which Claim or Demand an Account shall have been so rendered within Three Calendar Months next after the passing of this Act as aforesaid, shall refuse or decline, or by reason of Death or other Cause there shall be no Person competent or ready to receive the same Sums of Money respectively, the Receipt or Receipts for the same Sums of Money respectively of One of the Cashiers of the Bank of *England*, accompanied by the Certificate of the Accountant General for the Time being of the Court of Exchequer, filed according to the usual Course of the same Court, for the same Sums of Money respectively, to be paid into the said Bank in the Name of such Accountant General, shall be effectual Discharges for the same respectively; and the said Company of Proprietors shall not be answerable for the Misapplication or Nonapplication of the same Sum or Sums of Money so to be paid in as last aforesaid, or any Part thereof, or be bound to see to the Application thereof; and such Order or Orders may be made by the said Court, on Petition or Motion of any of the Parties interested, as may seem to the said Court just and expedient; and such Payments into the said Bank shall for the general Purposes of this Act be deemed equivalent to the actual Payment of such Sum or Sums of Money to the said Conservators or Persons interested.

Conservators released from all further Charge of the River Tone.

VI. And be it further enacted, That from and after the said Company of Proprietors shall have so entered into and taken possession of the said River *Tone*, all the Estates, Rights, Titles, and Interests of the said Conservators in and to the same River, and the several Hereditaments and Premises belonging thereto, or usually held and enjoyed therewith, shall become and the same are hereby declared to be vested in the said Company of Proprietors, except as herein mentioned; and they the said Conservators or their Successors for the Time being shall not thenceforth be answerable or accountable for any Act, Matter, or Thing which shall or may be done, or permitted or omitted

omitted to be done, by the said Company of Proprietors, upon or in relation to the said River *Tone* or the Waters thereof, or for or on account of any Default, Neglect, or Omission in respect to the Management of the said River, or in any way connected therewith, so long as the same shall be held by the said Company of Proprietors.

Company to have the same Powers and be subject to the same Rules as the Conservators.

VII. And be it further enacted, That the said Company of Proprietors shall, after such Purchases and Payments shall have been so made and completed as aforesaid, have, use, and enjoy such and the like Powers of maintaining and supporting the said River *Tone* Navigation, and generally with reference to the same Navigation, and shall be subject to such and the same Rules, Regulations, Penalties, and Forfeitures, as the Conservators of the said River *Tone*, and other Persons, Proprietors of Shares or Parts of Shares, or otherwise interested therein, would have had, used, and enjoyed, and would have been subject and liable to, under and by virtue of the said Acts of the Reigns of King *William* the Third and Queen *Anne*, and of the Forty-fourth Year of the Reign of King *George* the Third, relating to the said River *Tone* Navigation, or any of them, or otherwise, in case the said Acts of the Fifty-first Year of the Reign of King *George* the Third and of the Fifth Year of the Reign of King *George* the Fourth, relating to the said Canal Navigation, and this present Act, had not been made, save and except as aforesaid, and except that the said Company of Proprietors shall not assume, use, or take the Name of Conservators of the River *Tone*.

River Tone Navigation placed under Controul of the Company.

VIII. And be it further enacted, That the said River *Tone* Navigation shall be thenceforward under the Controul of the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, to be exercised at Meetings of such Proprietors, or by their Committee of Management, or Sub-Committee, in the like Manner as with reference to the other Affairs of the said Company.

Certain Works to be executed by the Company.

IX. And be it further enacted, That when the said Company of Proprietors shall have paid such Sums of Money as aforesaid, and shall have entered into Possession of the said River *Tone* Navigation, they shall and are hereby required to maintain and support the same, and keep the same at all Times navigable, until the said Company of Proprietors shall have removed the whole of *Sealey's Island* situated on the East Side of the *North Town Bridge* in *Taunton* aforesaid, and made a Basin of Water on the Site thereof, and also until the said Company of Proprietors shall have altered or rebuilt the Two Northern Arches of the *North Town Bridge* in *Taunton* aforesaid, by taking out the middle Pier, and raising the Arch thereof as high as the Trustees of the Turnpike Road over the same will permit, and so that such Part of the Bridge as is to be so altered or rebuilt as aforesaid shall be finished in a good, substantial, and sufficient Manner, and that the Sides thereof shall be finished with Iron Palisades; and that the whole of the Alteration of or relating to the said Bridge shall be executed under the Superintendence and to the Satisfaction of the County Surveyor of *Somerset* for the Time being,

being, and at the Expence of the said Company of Proprietors: Provided nevertheless, that the said Company of Proprietors shall be at liberty, in lieu of the Alteration of the Bridge before mentioned, with the Assent of the said Conservators or of the major Part of them present at any Meeting duly convened for that Purpose, in Writing, and of the said Trustees of the Turnpike Roads, to erect, build, and finish a new or other Bridge in the central Part of the *North Town Bridge* aforesaid, on or against the West Side of *Sealey's Island*, if the same shall be found to be more convenient for the Public, and be certified to be so by the Surveyor of the said County for the Time being, in lieu of the Alteration of the Bridge before mentioned.

Application of Tolls on the River Tone Navigation.

X. And be it further enacted, That when the said Company of Proprietors shall so as aforesaid have obtained Possession of the said River *Tone* Navigation, and shall have made and completed the before-mentioned Works, the same shall, from Time to Time and at all Times thereafter, be maintained and supported by the said Company of Proprietors by and out of the Tolls to be from Time to Time received by them on the Line of such River *Tone* Navigation; and the Surplus of such Tolls, after such Application, shall be from Time to Time applied and disposed of towards Satisfaction to the said Company of Proprietors, as the Purchasers or Proprietors thereof, of all and every Debts and Debt in respect of the making and keeping of the said River *Tone* navigable, and the Interest of such Debts and Debt; and, subject thereto, the ultimate Surplus (if any) of such Tolls shall be applied for the proper Use and Benefit of the said Company of Proprietors.

Limitation of Tolls.

XI. And be it further enacted, That the said Company of Proprietors shall not on any Pretence or for any Cause whatsoever ask, demand, take, or receive, for any Coals or Culm which may be carried or conveyed from the Junction of the said Canal with the River *Parrett* through the said Canal, and from thence by the River *Tone*, to the Town of *Taunton* aforesaid, any Rate, Toll, or Duty exceeding in the whole the Sum of One Penny Three Farthings for each and every Ton for each and every Mile, and so in proportion for any greater or less Quantity or any greater or less Distance; nor for any Bricks which may be so carried or conveyed any Rate, Toll, or Duty exceeding in the whole the Sum of Two-pence for each and every Thousand for each and every Mile, and so in proportion for any greater or less Quantity or any greater or less Distance; nor on any other Goods, Wares, and Merchandize which may be so carried and conveyed, any Rate, Toll, or Duty exceeding in the whole the Rate, Toll, or Duty now allowed by the said in part recited Act of the Fifty-first Year of King *George* the Third: Provided always, that the Provisions of the same Act as to fractional Parts of a Mile and Ton shall remain in force: Provided also, that the whole Distance between the Junction of the said Canal with the said River *Parrett* and the Landing Places or Wharfs at or near the *North Town Bridge* in *Taunton*, for the Purpose of assessing such Toll, shall

shall be calculated at the Length of Twelve Miles only; but nevertheless nothing shall prejudice any Right of the Company to charge a Toll for Twelve Miles on the said Canal, from its Junction with the said River *Parrett* to the said Landing Places or Wharfs.

Reduction of Duty on Coal in case Works are not completed within a limited Time.

XII. And be it further enacted, That in case the said Company of Proprietors shall not within Four Years next after the passing of this Act make or cause to be made a good and sufficient Navigable Canal or Cut for the Transit of Merchandize and other Things in Boats and Barges of the Burthen of Eight Tons from and communicating with the River *Tone* at some convenient Place on the West Side of the said *North Town Bridge* in *Taunton* aforesaid, to communicate with some Part of the said Grand Western Canal, or some Branch or Collateral Cut thereof, or if the said Basin shall not be made and completed, or the said Bridge shall not have been altered, erected, and built in manner aforesaid, within the said Space of Four Years from the passing of this Act, then the said Toll, Rate, or Duty hereby imposed upon Coal or Culm carried through the said Canal up the said River *Tone* shall be reduced to the Rate of One Penny Halfpenny *per* Ton *per* Mile, until all and every the said Works shall have been fully completed and perfected; and in case all and every the said last-mentioned Works shall not be completed and perfected within the Space of Six Years next after the passing of this Act, the said last-mentioned Rate, Toll, or Duty shall from and after the Expiration of the said Six Years be reduced to the Rate of One Penny *per* Ton *per* Mile on such Coal or Culm, until the same Works respectively shall have been so completed.

Amount of Tolls on the Navigable Cut.

XIII. Provided nevertheless, That when the said Company of Proprietors shall have made and completed the said Navigable Canal or Cut to the said Grand Western Canal, or some Branch or Collateral Cut thereof, they shall be entitled to have and receive, for and in respect of any Goods or Articles in any Boat or Barge navigating or passing on the said Navigable Canal or Cut to be made as aforesaid, Rates and Tolls for the User thereof or of any Part thereof not exceeding the Rates and Tolls which shall from Time to Time be payable on the said Grand Western Canal, and not exceeding the Rates and Tolls hereinafter mentioned, and so in proportion for any greater or less Quantity or Quality, or greater or less Distance; (that is to say),

For all Coals, Culm, Coke, Cinders, Lime, Limestone, Ironstone, Iron Ore, Lead Ore, and all other Ores, Stones, Tiles, Slates, Bricks, Flag Stones, Clay, and Sand, and all Articles to be used for Manure and for repairing Roads, Three-pence *per* Ton *per* Mile:

For all rough Timber, Iron in Pigs and Bars, Lead in Pigs and Sheets, Tin in Lumps and Bars, Charcoal, Salt, Corn, Hay, and Straw; Four-pence *per* Ton *per* Mile:

For all wrought Metals, Oils, Wines, Liquors, Groceries, Cheese, Earthenwares, and all other Goods, Wares, Merchandize, and Things whatsoever not before specified, which shall be navigated, carried,

carried, or conveyed upon the said Canal or Cuts, or any Part thereof, Sixpence *per* Ton *per* Mile.

Navigable Cut to be made so as to receive Vessels of the same Tonnage as the Grand Western Canal or Cut therefrom.

XIV. And be it further enacted, That if the said Company of Proprietors shall make the said Navigable Canal or Cut into the said Grand Western Canal, the said Navigable Canal or Cut shall be made capable of carrying Vessels of the same Tonnage as the said Grand Western Canal; and if the same Navigable Canal or Cut shall be made into some Branch or Collateral Cut as aforesaid, and the same Branch or Collateral Cut shall be hereafter enlarged, the said Navigable Canal or Cut shall be enlarged and made capable of carrying Vessels of the same Burthen as such Branch or Collateral Cut may at any Time hereafter be capable of carrying.

Conservators to inspect the Line.

XV. And whereas it is expedient and necessary that the Communication by Water from the Town of *Bridgewater* aforesaid by means of the River *Parrett* into the said *Taunton* and *Bridgewater* Canal, and from thence at a certain Place called *Fire Pool Mills*, into the River *Tone*, to the Town of *Taunton*, and from thence to the Grand Western Canal, or to some Branch or Collateral Cut thereof, by the Cut to be made as herein-before mentioned, should always hereafter be kept open and navigable for the Passage of Boats and other Vessels laden with Goods and Merchandize; be it therefore enacted, That it shall and may be lawful for the said Conservators and their Successors, and they are hereby authorized and required, once in each and every Year at the least, to pass upon the same Line, without being subjected to any Toll or Charge, to inspect and see the State and Condition thereof; and if on such Inspection there shall appear to them to be any Defect, Decay, or Want of Reparation, it shall and may be lawful for them, and they are hereby required, to give Notice thereof in Writing to the Justices of the said County of *Somerset* at the next General Quarter Sessions of the Peace which shall be held next after the Expiration of Fourteen Days from the Time of giving such Notice; and such Justices shall be at liberty and are hereby authorized and required to enquire into the Matters of Complaint, and to make such Order in the Premises as to such Justices shall seem meet, and to direct within what Time any Repairs or Amendments shall be made; and that all Expences attending such Inspection shall from Time to Time be borne and paid by the said Company of Proprietors; and that in case any Order shall be made by the said Justices against the said Company of Proprietors, all Costs and Charges attending such Application and Order shall be borne and paid by the said Company of Proprietors.

If Company do not preserve the River navigable, Conservators may resume Possession.

XVI. Provided always, and be it further enacted, That if on any such Hearing it shall appear to the said Justices that the said Line of Communication between *Taunton* and *Bridgewater* aforesaid, or from *Taunton* to the Grand Western Canal, after the same shall be made, shall have ceased to be an effectual Water Communication for the Purposes of Trade, or that the said Company of Proprietors shall have abandoned their said Undertaking, then and in such Case it shall and may be lawful for the said Conservators and their Successors

cessors to resume Possession of the said River *Tone* Navigation, and the Hereditaments and Premises, Rights, Members, and Appurtenances now held and enjoyed, or which of right should and ought to be held and enjoyed therewith, and thereupon all the Estates and Interests, Powers, Privileges, and Authorities now vested in or enjoyed by them shall be revived in like Manner as if this Act had not been made, freed and discharged from all Debts, Claims, or Demands whatsoever; and the said Conservators and their Successors shall be at liberty to authorize the passing and repassing of any Boat, Barge, or other Vessel whatsoever, laden or not laden, in or through any Part or Parts of the Cut or Canal now or hereafter to be made by the said Company of Proprietors, as they the said Company of Proprietors now can or hereafter may do, on Payment of such Toll, Rate, or Duty to be made to the said Conservators as is allowed by this Act, which shall be paid and applied in the first instance to the Repairs and Management of the Navigation, and in the next place to the Purposes directed by the said in part recited Act of the Tenth and Eleventh Years of His Majesty King *William* the Third.

Small Boats may be used.

XVII. And whereas certain Persons have heretofore used and navigated certain Boats, Barges, and other Vessels on the said River *Tone*, which would become and be useless, to the great Detriment of such Persons, if they were prevented from using the same on the said Canal or any Part thereof; be it therefore enacted, That the said several Persons shall be and they are hereby authorized and empowered to use the said Boats, Barges, and other Vessels on the said Canal or any Part thereof, on Payment of the Tolls herein-before mentioned, according to the Quantity and Quality of Things on board, subject to such Rules and Regulations as may be necessary for the Governance of the same Canal, and so as such Rules and Regulations shall not interfere with the regular and proper Use of the said Boats and Barges: Provided nevertheless, that every such Boat laden with less than Nine Tons, and passing through any Lock, shall actually pay as if laden with Nine Tons.

Actions to cease.

XVIII. And be it further enacted, That no Proceedings shall be had or taken in any Action or Suit now pending between the said Conservators of the said River *Tone* and the said Company of Proprietors, before the Expiration of Four Calendar Months after the passing of his Act, or the Period for making and completing the Payments and Purchases as aforesaid; and when the said Purchases and Payments shall have been made and completed as aforesaid, the same Actions and Suits shall cease and determine, and the same shall be discontinued or dismissed at the Request of either Party, at the Expence and Costs of the said Company of Proprietors.

Compensation to Wharfingers.

XIX. And whereas the Owners or Occupiers of the existing Wharfs lying on the Banks of or near to the River *Tone* Navigation may sustain Damage in their, his, or her Property or Business, by reason of the Execution of some or One of the Powers hereby given; be it therefore further enacted, That they the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation shall and they are hereby

required to make Compensation for any Damage to be so sustained by such Owners and Occupiers and every of them; and in case any Difference shall arise as to the Amount of such Compensation between the said Company of Proprietors and the said Owners and Occupiers of such Wharfs, or any of them, the same shall be ascertained in like Manner and subject to the same Provisions as are contained for settling Differences as to the Price of Lands purchased or taken for the Use of the said Canal in the said recited Act of the Fifth Year of the Reign of His late Majesty King *George* the Fourth.

For Protection of Bathpool Mills.

XX. Provided always, and be it further enacted, That nothing herein contained, or to be done in pursuance hereof, shall prejudice or affect the Right of *Edward Berkeley Portman* Esquire, claiming to be the Owner of certain Mills called *Bathpool Mills*, situate on the Banks of the said River *Tone* below the Place where the said Canal communicates with the said River, or of the Heirs of the said *Edward Berkeley Portman*, or other the Person or Persons for the Time being entitled to or interested in the said Mills or in the Occupation thereof, to the Use of the Water of the said River *Tone* for the Supply of the said Mills, but the said *Edward Berkeley Portman* and his Heirs, or other the Person or Persons aforesaid, shall have the Use and Enjoyment of such Water in such or the like Manner as if this Act had not been made; and the said Company of Proprietors shall, when they shall have made such Purchases as aforesaid, be subject to all such Obligations with reference to the Supply from the said River *Tone* of Water for the Use of the said Mills as the Conservators of the said River under the said several Acts relating to the said River would have been subject to if this Act had not been made; and that when the said Company of Proprietors shall have made such Purchases as aforesaid, the Bed of the said River *Tone* between *Firepool Weir* on the same River and *Bathpool Mills* aforesaid shall at all Times be so cleansed and scoured at the Expence of the said Company of Proprietors as that the said Mills may not by any Obstructions in such Bed be prevented from receiving a regular Supply of Water as heretofore; and further, that in case the said *Edward Berkeley Portman* or his Heirs, or other the Person or Persons for the Time being entitled or interested as aforesaid, or his or their Tenant or Tenants, shall, at any Time or Times after the making of such Purchases, be deprived of the accustomed Supply of Water, or sustain any Damage in respect of the said Mills, by reason of any thing done or omitted to be done in pursuance of this Act, then and in every such Case Compensation shall be made to any such Person or Persons as aforesaid who may be aggrieved thereby, by the said Company of Proprietors, for such Damage, in the like Manner as is prescribed in the said Act of the Fifth Year of the Reign of His late Majesty King *George* the Fourth with reference to Damages occasioned by the Works thereby authorized to be made; and the Provisions of the same Act as to the Assessment and Recovery of such Damages, and generally in relation thereto, shall operate with respect to any such Damage as aforesaid in respect of the said Mills.

For Protection of Creech Mills.

XXI. Provided always, and be it further enacted, That nothing herein contained, or to be done in pursuance hereof, shall prejudice or affect the Right of *Thomas Dyer* and *Samuel Dyer*, claiming to be the Owners of or interested in certain Mills called *Creech Mills*, situate near to the said River *Tone*, and receiving a Supply of Water therefrom at a Place between *Bathpool Half-lock* and *Creech Lock*, or other the Person or Persons for the Time being entitled to or interested in the said Mills or in the Occupation thereof, to the Use of the Water of the said River *Tone* for the Supply of the said Mills; but the said *Thomas Dyer* and *Samuel Dyer*, or other the Person or Persons aforesaid, shall have the Use and Enjoyment of such Water in such or the like Manner as if this Act had not been made; and the said Company of Proprietors shall, when they shall have made such Purchases as aforesaid, be subject to all such Obligations, with reference to the Supply from the said River *Tone* of Water for the Use of the said Mills, as the Conservators of the said River under the said several Acts relating to the said River would have been subject to if this Act had not been made; and that when the said Company of Proprietors shall have made such Purchases as aforesaid, the Bed of the said River *Tone* between *Bathpool Half-lock* and *Creech Lock* shall at all Times be so cleansed and scoured at the Expence of the said Company of Proprietors as that the said Mills may not by any Obstructions in such Bed be prevented from receiving a regular Supply of Water as heretofore; and further, that in case the said *Thomas Dyer* and *Samuel Dyer*, or other the Person or Persons for the Time being entitled or interested as aforesaid, or his or their Tenant or Tenants, shall at any Time or Times after the making of such Purchases be deprived of the accustomed Supply of Water, or sustain any Damage in respect of the said Mills by reason of any thing done or omitted to be done in pursuance of this Act, then and in every such Case Compensation shall be made to any such Person or Persons aforesaid who may be aggrieved thereby, by the said Company of Proprietors, for such Damage, in the like Manner as is prescribed in the said Act of the Fifth Year of the Reign of His late Majesty King *George* the Fourth with reference to the Damages occasioned by the Works thereby authorized to be made, and the Provisions of the same Act as to the Assessment and Recovery of such Damages, and generally in relation thereto, shall operate with respect to any such Damage as aforesaid in respect of the said Mills.

For Protection of Ham Mills.

XXII. Provided always, and be it further enacted, That nothing herein contained or to be done in pursuance hereof shall prejudice or affect the Right of the Dean and Chapter of the Cathedral Church of *Wells*, claiming to be the Owners of or interested in certain Mills called *Ham Mills*, situate near to the said River *Tone*, and receiving a Supply of Water therefrom at a Place between *Creech Lock* and *Ham Mill Lock*, or other the Person or Persons for the Time being entitled to or interested in the said Mills, or in the Occupation thereof, to the Use of the Water of the said River *Tone* for the Supply of the said Mills; but the said Dean and Chapter of the Ca-

thedral Church of *Wells*, or other the Person or Persons aforesaid, shall have the Use and Enjoyment of such Water in such and the like Manner as if this Act had not been made; and the said Company of Proprietors shall, when they shall have made such Purchases as aforesaid, be subject to all such Obligations with reference to the Supply from the said River *Tone* of Water for the Use of the said Mills as the Conservators of the said River, under the said several Acts relating to the said River, would have been subject to if this Act had not been made; and that when the said Company of Proprietors shall have made such Purchases as aforesaid the Bed of the said River *Tone* between *Creech Lock* and *Ham Mill Lock* shall at all Times be so cleansed and scoured at the Expence of the said Company of Proprietors as that the said Mills may not by any Obstruction in such Bed be prevented from receiving a regular Supply of Water as heretofore; and further, that in case the said Dean and Chapter of the Cathedral Church of *Wells*, or other the Person or Persons for the Time being entitled or interested as aforesaid, or his or their Tenant or Tenants, shall at any Time or Times after the making of such Purchases be deprived of the accustomed Supply of Water, or sustain any Damage in respect of the said Mills by reason of any thing done or omitted to be done in pursuance of this Act, then and in every such Case Compensation shall be made to any such Person or Persons as aforesaid who may be aggrieved thereby, by the said Company of Proprietors, for such Damage, in the like Manner as is prescribed in the said Act of the Fifth Year of the Reign of His late Majesty King *George* the Fourth with reference to the Damages occasioned by the Works thereby authorized to be made, and the Provisions of the same Act as to the Assessment and Recovery of such Damages, and generally in relation thereto, as shall operate with respect to any such Damage as aforesaid in respect of the said Mills.

Protection of Exchequer Bill Loan Commissioners.

XXIII. And whereas the Commissioners acting in the Execution of an Act made and passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late Majesty and the First Year of His present Majesty, 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 subsequently passed for amending the same, did, on or about the Fourteenth Day of *July* One thousand eight hundred and twenty-six, consent to advance and lend the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation the Sum of Fifteen thousand Pounds in Exchequer Bills, by Two equal Instalments of Seven thousand five hundred Pounds each: And whereas the said Instalments were respectively advanced to the said Company of Proprietors on the Fourteenth Day of *July* and the Twenty-second Day of *December* One thousand eight hundred and twenty-six, and were respectively secured to the said Commissioners by Two several Indentures of Mortgage under the Common Seal of the said Company, and bearing Date respectively the said Fourteenth Day of *July* and Twenty-

Twenty-second Day of *December* One thousand eight hundred and twenty-six, whereby for the Considerations therein respectively mentioned the said Company of Proprietors assigned to *William Holden*, the Secretary of the said Commissioners for the Issue of Exchequer Bills, the said Navigation and Undertaking, and all and singular the Tolls, Rates, Duties, and Receipts whatsoever granted or arising and payable to the said Company of Proprietors, or which might at any Time thereafter arise, be taken, collected, or received by the said Company of Proprietors by virtue of the said herein-before recited Acts of the Fifty-first Year of the Reign of His said late Majesty King *George* the Third and the Fifth Year of the Reign of His said then present Majesty, or either of them, and all Messuages, Lands, Tenements, or Shares in the Debt then due or which might thereafter become due to the said Company of Proprietors from the Navigation of the River *Tone*, or the Conservators thereof, and all other the Hereditaments, Chattels, and Effects, of what Nature or Kind soever, of them the said Company of Proprietors, and all the Estate, Right, Title, and Interest of the said Company of, in, and unto the same, subject to Redemption upon Payment by the said Company of Proprietors of the said Two several Sums secured by the said Indentures respectively, with Interest thereon, as therein mentioned, by such Instalments and at such Times as in the said Indentures respectively is particularly set forth; be it therefore further enacted and declared, 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 Two several Indentures bearing Date respectively the Fourteenth Day of *July* and the Twenty-second Day of *December* One thousand eight hundred and twenty-six; and that the same shall have Priority over and shall precede all other Liabilities, Claims, and Securities whatsoever chargeable on the Property included in the said Two several Indentures of Mortgage of the Fourteenth of *July* and the Twenty-second *December* One thousand eight hundred and twenty six, or intended to be, under or by virtue of the several Acts first herein-before recited, or this Act, or any of them, or any other Act or Acts relating to the said Navigation, and also all Dividends and Divisions of Profit or Interest upon any Sums advanced or contributed or which shall or may hereafter be advanced or contributed for the carrying on or completing the said Navigation, or otherwise howsoever, until the several Instalments of Principal and Interest from Time to Time becoming due and payable to the said Commissioners or their Secretary for the Time being, under the said Two several Indentures of the Fourteenth Day of *July* and the Twenty-second Day of *December* One thousand eight hundred and twenty-six, shall be fully paid and satisfied; and that all and every the Powers and Authorities, Rights and Privileges, Lands and Tenements, Works and Property, of what Nature or Kind soever, which shall at any Time from and after the passing of this Act become vested in the said Company for the Purpose of completing and carrying on the said Navigation, or as in any Manner connected therewith, shall form Part of and are hereby enacted and declared to form a Part of and to be comprehended in the several Premises and Interests assigned by the said Company to the said *William Holden*, the Secretary

Secretary of the said Commissioners, by the said Two several Indentures respectively herein-before mentioned and recited, in like Manner in every respect as if such Powers and Authorities, Rights and Privileges, Lands and Tenements, Works and Property, had been particularly named and inserted in and had formed Part of the several Premises, Rights, and Interests assigned by the said Indentures respectively in the Manner and for the Considerations aforesaid; any thing contained in the Acts herein recited or referred to, or this Act, or any of them, or in the said recited Indentures, or either of them, to the contrary thereof in anywise notwithstanding.

Justices may proceed by Summons in the Recovery of Penalties.

XXIV. And be it further enacted, That in all Cases in which by the said recited Acts or this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom any Complaint shall be made for any Offence committed against this Act or the said recited Acts to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him or her to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same although no Information in Writing shall have been exhibited before such Justice; and all such Proceedings by Summons, without Information in Writing, shall be as valid and effectual to all Intents and Purposes as if an Information in Writing had been exhibited.

Cesser of Power of Purchase.

XXV. Provided always, and be it further enacted, That if the said Conservators shall deliver such Account in Writing of the new Debt, and of all other Debt or Debts, Sum or Sums, and Liabilities as aforesaid, to the Clerk of the said Company of Proprietors, within Three Calendar Months next after the passing of this Act as aforesaid, then, unless the said Sum of Two thousand Pounds, and the Monies to be particularly mentioned in such Account, herein-before directed to be made out and delivered as aforesaid, shall be paid by the said Company of Proprietors to the said Conservators and other Persons within the before-mentioned Period of Four Calendar Months next after the passing of this Act, all the Powers and Provisions herein-before made shall cease and become null and void to all Intents and Purposes; but if the said Conservators shall not deliver such Account within the said Three Calendar Months next after the passing of this Act as aforesaid, then this Act, and all the Powers and Provisions therein contained for Purchase and Sale, and for the other Purposes herein mentioned, shall remain in full Force and Effect until the Expiration of One Calendar Month next after such Account in Writing shall be so delivered by the said Conservators to the said Company of Proprietors as aforesaid; but in that Case the same shall become void, unless the Sum of Two thousand Pounds, and the Monies to be particularly mentioned in such Account, shall be paid at or before the Expiration of such Calendar Month.

Expences of Act.

XXVI. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and all other Costs, Charges, and Expences in anywise incidental thereto or concerning the same, shall be borne, paid, and defrayed by the said Company of Proprietors, by and out of the Funds of the said Company.

Public Act.

XXVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

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