CHAPTER clxxxi.

An Act for vesting in the Gloucester and Berkeley Canal Company the undertaking of the Company of Proprietors of the Worcester and Birmingham Canal Navigation; and for other purposes. [30th July 1874.] A.D. 1874.

WHEREAS by an Act passed in the thirty-first year of the reign of His Majesty King George the Third, intituled "An Act for "making and maintaining a navigable canal from, or from near "to, the town of Birmingham, in the county of Warwick, to com- "municate with the river Severn, near to the city of Worcester," the Company of Proprietors of the Worcester and Birmingham Canal Navigation (herein-after called the Worcester Company) were incorporated for the purpose of making and maintaining the canal and works in that Act described (herein-after called the Worcester Canal), and to raise for the purposes of their undertaking, by the creation of shares, the sum of one hundred and eighty thousand pounds, and, in case that sum were found insufficient, either by the creation of shares or by borrowing the further sum of seventy thousand pounds: 31 G. 3. c. lix.

And whereas by another Act passed in the thirty-eighth year of the reign of His said late Majesty, chapter thirty-one (herein-after called the Act of 1798), the Worcester Company were authorised to raise by subscription amongst themselves, or by the creation of half shares, or by borrowing, a further sum of one hundred and forty-nine thousand nine hundred and twenty-nine pounds one shilling and one penny halfpenny: 38 G. 3. c. xxxj.

And whereas by another Act passed in the forty-fourth year of the reign of His said late Majesty, chapter thirty-five, the Worcester Company were authorised to raise by subscription amongst themselves a further sum of forty-nine thousand six hundred and eighty pounds: 44 G. 3. c. xxxv.

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48 G. 3. c. xlix.

And whereas by another Act passed in the forty-eighth year of His said late Majesty, chapter forty-nine, after reciting that the Worcester Company had not been able to raise by virtue of the powers of the Act of 1798 any sum whatever (except the sum of four thousand pounds, which they had borrowed by mortgage), the Worcester Company were authorised to raise by subscription amongst themselves, or by the creation of new shares, or by borrowing, a further sum of one hundred and sixty-eight thousand pounds, and by the creation of new shares a further sum of forty thousand pounds; and the power of creating half shares contained in the Act of 1798 was repealed:

55 G. 3. c. lxvi.

And whereas by another Act passed in the fifty-fifth year of the reign of His said late Majesty, chapter sixty-six, so much of the Act of 1798 as authorised the raising of one hundred and forty-five thousand nine hundred and twenty-nine pounds one shilling and one penny halfpenny, residue of the said sum of one hundred and forty-nine thousand nine hundred and twenty-nine pounds one shilling and one penny halfpenny, was repealed, and in lieu thereof the Worcester Company was authorised to raise by subscription amongst themselves, or by creation of new shares, or by borrowing, a further sum of ninety thousand pounds:

And whereas the Worcester Canal was completed in or about the year one thousand eight hundred and twelve, and has since that period been opened and used for the purposes of traffic:

And whereas the share capital of the Worcester Company now consists of six thousand shares of one hundred pounds each, all fully paid up:

And whereas various sums have from time to time been raised by mortgage under the powers of the said Acts, and there is now owing by the Worcester Company, upon the security of mortgage bonds or debentures, the sum of one hundred thousand four hundred and seventy-three pounds five shillings and eightpence:

And whereas an agreement has been entered into between the Gloucester and Berkeley Canal Company (herein-after called the Company) and the Worcester Company, for the sale and transfer of the undertaking of the Worcester Company to the Company, for the consideration and under the conditions herein-after specified, and it is expedient that the said undertaking should be transferred accordingly:

And whereas it is expedient that the trustees and executors acting under the will of the late Other Archer Earl of Plymouth and Baron Windsor (in this Act called Lord Windsor's trustees) should be empowered to grant a lease to the Company in pursuance

of the agreement between Lord Windsor's trustees and the Worcester Company, set forth in the second schedule to this Act: A.D. 1874.

And whereas the Droitwich Canal Company have granted a lease of their undertaking to the Worcester Company, under the powers of an Act of Parliament passed in the eighth and ninth years of the reign of Her present Majesty, intituled "An Act to enable "canal companies to become carriers of goods upon their canals," but such lease will shortly expire, and it is expedient that further and more effectual powers of leasing the said last-mentioned undertaking should be conferred upon the Company and upon the Droitwich Canal Company: 8 & 9 Vict. c. 42. (*Public.*)

And whereas it would be of public advantage that the Company and the Severn Commissioners should be empowered to enter into and carry into effect agreements with respect to the interchange and accommodation of traffic passing between their respective undertakings, and otherwise in relation thereto:

And whereas it is essential for the efficient conduct and development of the Company's business that they should be authorised to lay down tramways and railways in connexion with their docks, quays, and wharves, and that they should be authorised to acquire certain other tramways and railways which have been already laid down by other companies and persons in connexion therewith:

And whereas it is expedient that upon the transfer to the Company of the undertaking of the Worcester Company the name of the Company shall be changed:

And whereas it is expedient that the maximum tolls leviable by the Company in respect of the Worcester Canal should be reduced, and that the Company's Acts be in divers respects extended and amended:

And whereas by the Gloucester and Berkeley Canal Act, 1870, the Company were authorised to raise, by the creation of new six per cent. preference shares, the sum of two hundred thousand pounds, and by borrowing on mortgage, in addition to any moneys which they were then authorised to borrow (and which said previously authorised powers to borrow were at the time of the passing of the now-reciting Act unexercised to the extent of sixty-four thousand seven hundred and thirty-two pounds eleven shillings and eightpence), any further sum not exceeding one hundred thousand pounds, but it was provided that any sum so borrowed should be in reduction of the above-mentioned sum of two hundred thousand pounds, which under the now-reciting Act the Company were authorised to raise by shares: 33 & 34 Vict. c. lxi.

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And whereas the Company have not exercised their powers to the full extent, but they have still power to raise by borrowing the sum of sixty-four thousand seven hundred and fifty-three pounds one shilling and threepence, including the said sum of sixty-four thousand seven hundred and thirty-two pounds eleven shillings and eightpence:

And whereas it is expedient for the purposes aforesaid that the Company should be empowered to raise further moneys by shares or stock, and by borrowing:

And whereas the aforesaid objects cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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, as follows; (that is to say,)

Short title.

1. This Act may be cited for all purposes as "The Gloucester and Berkeley Canal Act, 1874."

Provisions of certain Acts incorporated.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act:

The provisions of the Companies Clauses Consolidation Act, 1845,—

With respect to the distribution of the capital of the Company into shares;

With respect to the transfer or transmission of shares;

With respect to the payment of subscriptions and the means of enforcing the payment of calls;

With respect to the forfeiture of shares for nonpayment of calls;

With respect to the remedies of creditors of the Company against the shareholders;

With respect to the borrowing of money by the Company on mortgage or bond;

With respect to the conversion of borrowed money into capital;

With respect to the consolidation of shares into stock;

With respect to the giving of notices;

With respect to the provision to be made for affording access to the special Act by all parties interested:

Part I. (cancellation and surrender of shares) of "The Companies Clauses Act, 1863," and "The Companies Clauses Act, 1869," are, except where inconsistent with the provisions of this Act, incorporated with and form part of this Act; and "The Har-

bours, Docks, and Piers Clauses Act, 1847," shall, subject to the exceptions, provisions, and conditions contained in the fourth section of "The Gloucester and Berkeley Canal Act, 1870," extend and apply to the undertaking of the Worcester Company.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and 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:

The word "person" shall include a corporation;

The expression "the Company" means the Gloucester and Berkeley Canal Company, by this Act directed to be named "the "Sharpness New Docks and Gloucester and Birmingham Naviga- "tion Company;"

The expression "the Worcester Company" means the Company of Proprietors of the Worcester and Birmingham Canal Navigation;

The expression "the Worcester Canal" means the canal, docks, basins, wharves, and premises of the Company of Proprietors of the Worcester and Birmingham Canal Navigation;

The expression "the Worcester Canal Acts" means all the Acts of Parliament in any way relating to the Worcester Company's undertaking;

The expression "the vesting period" means the first day of January one thousand eight hundred and seventy-four;

And the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act, or (for the purposes of this Act) in any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Undertaking of Worcester Company vested in Company.

4. The undertaking of the Worcester Company, including the canal, basins, reservoirs, weirs, aqueducts, locks, bridges, wharves, buildings, lands, houses, and other hereditaments, together with waters, water rights, and other easements, engines, machinery, and other implements, and all other property whatsoever, whether real, personal, or mixed, and whether in the hands of the Worcester Company or of any other person or persons on their behalf, and all the rights, interest, or estate which the Worcester Company possess in the undertaking of any other company, commissioners, or parties, and all powers, authorities, rights of action and suit, and other rights, privileges, and authorities of the Worcester Company, and

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whether connected with their own undertaking or the undertaking of any other company, commissioners, or parties, and all tolls, rents, and other moneys (which premises are in this Act referred to as the Worcester Company's undertaking) are by this Act as from the vesting period vested in the Company, but subject to the contracts, obligations, debts, and liabilities of the Worcester Company, and to the rights of all persons over their undertaking, or any part thereof: Provided always, that within six months from the passing of this Act the Company shall produce to the Commissioners of Inland Revenue a copy of this Act, printed by Her Majesty's printer, and duly stamped with the ad valorem stamp duty of the same amount as would have been payable if the transfer of the undertaking had been by a deed of conveyance, and if the Company shall not within the said period of six months produce to the said Commissioners such copy of this Act duly stamped as aforesaid, the ad valorem stamp duty shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Powers of the Worcester Company extended to the Company.

5. From and after the transfer, all the powers, rights, privileges, provisions, directions, penalties, forfeitures, payments, exemptions, remedies, rules, matters, duties, and liabilities in the Worcester Canal Acts, or in any other Act or Acts of Parliament respectively contained, and not since repealed or otherwise provided for in this Act, shall, with reference to the Worcester Canal and other premises to be so vested in the Company, and the tolls, rates, duties, and charges upon or in respect thereof or otherwise arising therefrom, and with reference to such works, matters, and things as have been or might have been made, done, or claimed under the same Acts respectively by the Worcester Company in relation to the undertaking if this Act had not been passed or the transfer made (save only so far as the same, or any of them, are inconsistent with the provisions and purposes of this Act, or are hereby specifically repealed or altered, and subject to the provisions herein contained), be from and after the transfer respectively exercised, enjoyed, and performed by and be applied and applicable to the Company, their directors, officers, agents, and servants in every respect, and as fully and effectually to all intents as if the name of or a reference to or comprehending the Company had in every case been inserted in the same Acts respectively, instead of the name of or a reference to or comprehending the Worcester Company.

Conveyances, &c. to remain in force.

6. Except as by this Act otherwise provided, or except in so far as is inconsistent with the provisions of this Act, all contracts and conveyances made or entered into before the transfer to, with, in

favour of, by, for, or on behalf of the Worcester Company, or any person on their behalf, shall after that date be and remain as good, valid, and effectual in favour of, against, and with reference to the Company, and may be proceeded on and enforced by or against the Company in the same manner to all intents and purposes as the same might have been proceeded on and enforced by or against the Worcester Company if this Act had not been passed.

General saving of rights.

7. Notwithstanding the passing of this Act, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by virtue of the Worcester Canal Acts shall be as valid as if this Act were not passed; and this Act shall accordingly, except only as is by this Act otherwise expressly provided, be subject and without prejudice to everything so done, suffered, and confirmed respectively, and to all rights, claims, liabilities, and demands, both present and future, which, if this Act were not passed, would be incident to or consequent on any and everything so done, suffered, and confirmed respectively: Provided always, that the generality of this provision shall not be restricted by any other of the clauses and provisions of this Act.

Liability to the Company of Proprietors of the Droitwich Canal Navigation.

8. And whereas by an Act of Parliament passed in the eighth year of the reign of King George the III., intituled "An Act for "making and maintaining a navigable cut or canal from the river "Severn at or near a place called Hawford, in the parish of Claines, "in the county of Worcester, to or near a place called Chapel "Bridge, within the borough of Droitwich, in the said county," certain persons in the said Act named or referred to were incorporated into a company for making, completing, and maintaining the said last-mentioned canal, under the name of "the Company of "Proprietors of the Droitwich Canal Navigation," and the canal for the formation of which provisions were made by the said last-mentioned Act was afterwards made and completed, and is known by the name of the Droitwich Canal:

And whereas by the eightieth section of the said Act of the thirty-first year of the reign of King George the III. it was provided, that in case it should happen in any year from the 24th day of June 1794 that the clear profits of the Company of Proprietors of the Droitwich Canal Navigation should not amount to five pounds per cent. per annum upon every share in the same navigation, considering every such share to be of the value of one hundred and sixty pounds at the least, the said Company of Proprietors of the said Worcester and Birmingham Canal should make up such

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deficiency to the said Company of Proprietors of the Droitwich Canal Navigation, and so from time to time as often as any such deficiency should happen: Be it enacted, that the Company shall henceforth in substitution for the Worcester Company be liable to all and every the obligations, restrictions, and provisions affecting the Worcester Company, and to the payment of the annual or other sums which by the last-recited Act the Worcester Company is liable to make up to the Company of Proprietors of the Droitwich Canal Navigation in respect of the deficiency in the same Act mentioned, and to all other the obligations of the Worcester Company in reference to the Company of Proprietors of the Droitwich Canal Navigation.

As to guarantee to Stourbridge Navigation.

9. The Company shall be subject and liable to such guarantee or liability in relation to the Company of Proprietors of the Stourbridge Navigation or their undertaking as the Worcester Company were subject or liable to immediately before the passing of this Act.

Providing for dissolution of Worcester Company.

10. From and after the passing of this Act, the Worcester Company shall be dissolved and cease to exist.

Power to borrow money to pay off debenture debt of the Worcester Company.

11. The Company shall within twelve months after the passing of this Act pay the mortgage and debenture debt of the Worcester Company, amounting in the aggregate to one hundred thousand four hundred and seventy-three pounds five shillings and eightpence, and all interest thereon, and for that purpose may from time to time borrow on mortgage any sums not exceeding that amount, and in addition thereto the Company may also borrow on mortgage the sum of sixty-four thousand seven hundred and fifty-three pounds one shilling and threepence, being the now unexercised powers of borrowing of the Company, and the Company may also, with the consent of any of the holders of mortgage or debenture bonds of the Worcester Company, issue mortgage or debenture bonds, or debenture stock of the Company, in exchange for a corresponding amount of the mortgage or debenture bonds of the Worcester Company, and to the extent of the exchange so made the power to borrow the said sum of one hundred thousand four hundred and seventy-three pounds five shillings and eightpence shall be deemed to be exercised.

Register to be kept of Worcester Canal Company's shares.

12. The Company shall immediately after the passing of this Act cause the names of the persons who at the date of the passing of this Act shall appear in the register of the Worcester Company as the holders of the six thousand shares of that Company to be entered in a book to be kept for that purpose, to be called the "register of the holders of Worcester and Birmingham Canal

Company's shares," and such book shall be accessible at all reasonable times to the holders of such last-mentioned shares as well as to the several holders of shares or stock of the Company; and the provisions of the "Companies Clauses Consolidation Act, 1845," with respect to the transfer or transmission of shares or stock, shall apply to such shares as fully and effectually as if they were shares of the Company.

The Company to pay guaranteed interest.

13. As from the vesting period the Company shall pay to the holders of the six thousand shares of and in the Worcester Company, herein-after called the holders of Worcester Company's shares, the yearly sum of six thousand pounds, at the rate of one pound per share per annum (in this Act called the guaranteed interest).

When guaranteed interest to be paid.

14. The guaranteed interest payable by the Company to the holders of Worcester Company's shares shall fall due on the first day of January and the first day of July in every year, and shall be paid by equal half-yearly payments within thirty days after those days respectively, and all such payments shall, subject as herein-after provided, be made without any deduction or abatement whatsoever, income tax only excepted; but the first of such half-yearly payments shall become payable within thirty days after the passing of this Act, instead of within thirty days from the 1st day of July 1874, together with interest thereon at the rate of four pounds per centum per annum from such last-mentioned day to the day upon which such first half-yearly payment is made.

Guaranteed interest to be first charge on Worcester Canal.

15. The guaranteed interest shall be a first charge upon the revenue of or arising from the Worcester Canal, after payment of the expenses of the maintenance and management thereof.

Guaranteed interest to have priority over ordinary consolidated stock.

16. The Company shall pay and apply out of the moneys which would otherwise be applicable to the payment of a dividend upon the ordinary consolidated stock of the Company, under the provisions of section twenty of the Gloucester and Berkeley Canal Act, 1870, and before any such payment of a dividend is made, the said sum of six thousand pounds per annum to the respective holders of the Worcester Company's shares, or such lesser sum as may from time to time be due in respect of those shares which may not have been exchanged for stock of the Company, or otherwise redeemed under the provisions of this Act.

Arrears of guaranteed interest may be enforced by appointment of a receiver.

17. Any five or more holders of Worcester Company's shares, holding in the aggregate not less than two hundred and fifty shares, may enforce payment of arrears of the guaranteed interest by the appointment of a receiver, in the same manner as is provided by

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sections fifty-three and fifty-four of the Companies Clauses Consolidation Act, 1845, with regard to the enforcing payment of arrears of interest upon mortgages, and for such purpose the said sections shall be read as if the words "guaranteed interest" had been inserted therein instead of the words "interest" and "interest "accruing upon any such mortgage" respectively, and the words "any five or more holders of Worcester Company's shares, holding "in the aggregate not less than two hundred and fifty shares," had been inserted therein instead of the words "mortgagees of the company," or "mortgagee of the company," as the case may be: Provided always, that the duties of such receiver when appointed shall extend only to the Worcester Canal, and to the tolls or sums leviable in respect of the use of such last-mentioned canal.

Power to redeem Worcester Company's shares.

18. The Company may at any time, on giving six months notice in writing to all the holders of Worcester Company's shares, redeem such shares by the payment to the holders thereof of the sum of twenty-five pounds for each such share; and upon payment of such sum the certificates of the said shares shall be delivered up to be cancelled, and from the date of such payment all guaranteed interest in respect thereof shall absolutely cease and determine.

Company may offer shares or ordinary consolidated stock in lieu of guaranteed interest.

19. The Company may, with the consent of three fifths of the votes of the ordinary consolidated stockholders voting in person or by proxy at any meeting of such ordinary consolidated stockholders specially convened for the purpose, in addition to the power reserved to the Company in and by the last preceding section, offer to the holders of Worcester Company's shares, in exchange for such last-mentioned shares, such an amount of the ordinary consolidated stock of the Company, and upon such terms and conditions, as may be determined upon; and if and when such stock shall be accepted by any of the holders of Worcester Company's shares so many of such last-mentioned shares as may be given in exchange for the ordinary consolidated stock of the Company shall be extinguished, and the certificates thereof shall be delivered up to be cancelled, and the guaranteed interest shall be diminished in the proportion of one pound sterling of guaranteed interest for every share of the Worcester Company given up in exchange, and thenceforward the amount of the guaranteed interest which would have been applicable to the shares so exchanged, had no such exchange taken place, shall belong and go to the credit of the revenue of the Company.

Power to raise shares or ordinary consolidated

20. For the purpose of redeeming the guaranteed interest or of effecting the exchange herein-before provided for, the Company may, in addition to any other stock, shares, or money which the

Company may by this Act or by any other Acts be then authorised to raise, from time to time raise any sum of money not exceeding twenty-five pounds per pound sterling of guaranteed interest, or one hundred and fifty thousand pounds in the whole, by the issue at their option of new ordinary shares or stock, or new preference shares or stock, bearing interest at a rate not exceeding six per cent. per annum, or wholly or partially by any one or more of those modes respectively.

stock for such purpose.

21. It shall be lawful for all persons in whom any of the Worcester Company's shares may at any time be vested in the right of or on trust for any other person, notwithstanding anything in any will, deed, or other instrument affecting such shares or the trusts upon which they are held, to make valid agreements with the Company for the exchange of such last-mentioned shares for shares or stock of the Company, as they may think right; and the shares or stock of the Company created and issued under the authority of the last preceding sections, and the mortgages or debentures issued under the authority of this Act, shall, so far as the same are respectively issued in exchange for shares, mortgages, or debentures of the Worcester Company, remain and be vested in the person or persons to whom they are issued, upon the same trusts and subject to the same powers, provisoes, declarations, agreements, charges, liens, and incumbrances, as at the time of the issue thereof affect the shares, mortgages, or debentures in substitution for which the shares or stock so created or issued are issued, and so as to give effect to and not revoke any testamentary or other disposition of or affecting the same.

Substituted shares, stock, and debentures to be held on same trusts.

22. Subject to the provisions of this Act, the Company may, in addition to the powers of raising money herein-before contained, from time to time raise for the purposes by this Act authorised any sums of money not exceeding in the whole the sum of one hundred and twenty thousand pounds, by the issue at their option of new ordinary shares or stock, or new preference shares or stock, bearing interest at a rate not exceeding six per cent. per annum, or wholly or partially by any one or more of those modes respectively.

Power to raise 120,000*l.* by new shares or stock.

23. If the Company shall create any preference or ordinary shares or stock under the provisions of this Act, such preference or ordinary shares or stock shall, except so far as the same may be issued to holders of the Worcester Company's shares in exchange for such shares, be offered pro rata to the then existing holders of the ordinary consolidated stock of the Company, such offer to be made, as far as the altered nature of the circumstances will allow,

New preference shares to be offered to ordinary stockholders.

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in the manner prescribed by Part II. of "The Companies Clauses Act, 1863."

Shares not to issue until one fifth paid up.

24. The Company shall not issue any share of less nominal value than ten pounds, nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

25. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

As to votes of proprietors of new shares or stock.

26. The proprietors of any shares or stock to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares of the Company of a corresponding class.

Power to borrow on mortgage 40,000*l.*

27. The Company may in respect of the additional capital of one hundred and twenty thousand pounds which they are by this Act authorised to raise, and in addition to the said several sums of sixty-four thousand seven hundred and fifty-three pounds one shilling and threepence, and of one hundred thousand four hundred and seventy-three pounds five shillings and eightpence, which they are by this Act authorised to borrow from time to time on mortgage, borrow any sum not exceeding in the whole forty thousand pounds, but no part of such sum of forty thousand pounds shall be borrowed until shares for so much of the said additional capital of one hundred and twenty thousand pounds as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital of one hundred and twenty thousand pounds as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same

were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

28. All mortgages and bonds granted by the Company and by the Worcester Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the passing hereof, shall, during the continuance of such mortgages and bonds, be a charge pari passu upon the consolidated undertaking of the Company under this Act, and shall have priority over any mortgages granted by virtue of this Act; but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Arrears may be enforced.

29. The mortgagees of the Company and of the Worcester Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole.

Debenture stock.

30. The Company may create and issue debenture stock, subject to the provisions of Part III. of the "Companies Clauses Act, 1863," but notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

31. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act and of the "Gloucester and Berkeley Canal Act, 1870," only.

Company may maintain the water of the canal at

32. Notwithstanding anything in the "Gloucester and Berkeley Canal Act, 1870," to the contrary contained, the Company may at all times hereafter maintain the water of the Gloucester and Berkeley Canal at the height of eighteen feet six inches, when and

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whilst the same can be done without prejudice or injury to the right of the proprietors of the Stroudwater Navigation to supply the same with water by means of the Whitminster Weir, such height of eighteen feet six inches to be ascertained and determined according to the scale to be engraved on the walls of such canal at its junction with the said navigation.

Power to make new weirs.

33. In addition to any weir or weirs which the Company may have constructed, or which they may have power to construct under the provisions of the "Gloucester and Berkeley Canal Act, 1870," and in order to enable the Company to secure to the fullest extent the benefit of the waters of the river Froome, but subject nevertheless to the provisions of this Act, the Company may at any time hereafter make and construct and thenceforward maintain a weir or weirs on the river Froome, between the Whitminster Weir and the present waste weir of the said river Froome, and the Company may take the waters of the river Froome thereat, and conduct the same over or through the lands of the Company by means of any pipes, trunks, sluices, culverts, or aqueducts into the Stroudwater Navigation at some point to the westward of the Whitminster Lock of that navigation, and thence by and through the said navigation into the Gloucester and Berkeley Canal of the Company.

Company may raise level of waste weir.

34. On the Company carrying out the works and observing the conditions in this section mentioned, they may raise the weir at Whitminster, over which the river Froome now discharges its waste water, and maintain the same at the height of four inches above the eighteen feet six inches level of the water of the Gloucester and Berkeley Canal ascertained as aforesaid, and may also raise and maintain at the same height the flood gates adjoining the said weir:

1. To construct a new supply weir adjoining or in continuation of or substitution for and near to the present weir supplying the canal with water from the river Froome; the surface of such weir to be laid at the same level as that of the existing supply weir, such new weir to be 190 feet in length:
2. To provide pipes, culverts, or aqueducts below the 18 feet 6 inches level herein referred to, of an aggregate sectional area of 70 square feet, for the free passage of water from such new or enlarged weir into the Stroudwater Navigation:
3. To lengthen the said waste weir at Whitminster at the increased height of four inches as aforesaid, from 23 feet 3 inches to 70 feet:

4. To maintain the existing weirs for the passage of the surplus waters of the canal, viz., the weir at Purton of a minimum length of 130 feet; the weir at Whitminster of a minimum length of 77 feet; both such weirs to be of a height not exceeding the 18 feet 6 inches canal level.

Company not to interfere with supply of water authorised to be taken for Stroudwater Navigation or works.

35. Nothing in this Act contained shall authorise or empower the Company to take away, obstruct, or lessen any supply of water which the Company of Proprietors of the Stroudwater Navigation are, under the several Acts of Parliament now in force, or otherwise, now authorised and empowered to take for the use of their navigation or works.

Application of provisions in Act of 1870, for protection of Stroudwater Navigation, to new works, &c.

36. All the terms, provisions, and conditions contained in the Gloucester and Berkeley Canal Act, 1870, for the protection and benefit of the Company of Proprietors of the Stroudwater Navigation, and their navigation and works, shall continue and shall also extend and be applicable to any new works by this Act authorised, and anything to be done under the powers hereby conferred, and to any alteration or variation caused thereby.

Saving of rights of proprietors of Stroudwater Navigation.

37. Nothing in this Act contained shall extend to prejudice, diminish, take away, or alter any of the rights, privileges, powers, or authorities now vested in the Company of Proprietors of the Stroudwater Navigation under the several Acts of Parliament now in force, or otherwise, except as is expressly enacted by this Act.

Facilities to be afforded to railway companies at Gloucester Docks.

38. Unless and until the Company acquire the tramways, railways, sidings, and conveniences now existing in connexion with the docks at Gloucester, and laid down by and at the expense of the Midland Railway Company and the Great Western Railway Company respectively, or at their joint expense, or unless and until such tramways, railways, and other works shall have been removed by the Company or such railway companies respectively, in pursuance of six months notice to that effect, all present facilities of access on, to, and over such tramways, railways, and other works shall be at all times afforded to such railway companies respectively, without any further charge than is at present made in respect of such facilities; and all the tramways, railways, sidings, and conveniences herein mentioned shall, when acquired by the Company, be deemed to be for all purposes whatsoever tramways and railways belonging to and constructed under the powers of the Company's Acts of Parliament, as fully and effectually as if they had been originally constructed by or at the expense of the

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Company under the powers of an Act of Parliament relating to the Company.

Company may make and shall acquire and maintain certain tramways, railways, and works.

39. The Company may make and maintain proper and convenient tramways, railways, sidings, and conveniences in connexion with their undertaking, and upon their own land; and shall within two years after the passing of this Act give all requisite notices and otherwise take all necessary steps for the acquisition by agreement of the tramways, railways, sidings, and conveniences now existing upon their own land at Gloucester Docks from any company or person by or at whose expense, separately or jointly, the same may have been constructed, or to whom the same may for the time being belong; and in case the Company shall be unable to acquire the said tramways, railways, sidings, and conveniences by agreement, then the Company shall within the said space of two years exercise all their powers under any existing agreements in that behalf for the removal of the same; and if the same shall be removed in pursuance of any such powers, or in case the Company shall remove any of the said tramways, railways, sidings, and conveniences after the same shall have been purchased by agreement as aforesaid, then the Company shall lay down and maintain good and sufficient tramways, railways, sidings, and conveniences, in substitution for those so removed as aforesaid, and the sufficiency of such substituted tramways, railways, and other works, in case of difference, shall be determined in manner herein-after provided with reference to the regulations and terms upon which facilities are to be provided in respect thereof; and in case of any agreement being come to for the purchase of such existing tramways, railways, sidings, and conveniences, or in case any further or other tramways, railways, sidings, and conveniences shall be at any time laid down or constructed by the Company on or in connexion with the said docks, then the Company shall afford all reasonable and proper facilities for conveyance of traffic over the tramways, railways, and other works so purchased, laid down, or constructed as aforesaid by the Company, to all railway companies having means of communication with such tramways, railways, and works, under such regulations and on such terms as to payment for such facilities and otherwise as shall be agreed upon between the Company and any railway company requiring such facilities, or, failing agreement, as shall be settled by the Railway Commissioners, so long as they are continued in office, and thereafter in the manner provided by the Railway Companies Arbitration Act, 1859, and for this purpose that Act shall be read as if the Company were a railway company within the meaning of that Act.

Penalty for non-completion or non-acquisition of certain railways and tramways.

40. In the event of the Company failing to complete such tramways, railways, sidings, and conveniences as aforesaid within the said period of two years, unless they shall have previously acquired the existing tramways, railways, and works as aforesaid, they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said tramways, railways, sidings, and conveniences are completed for public traffic; and such penalty may be applied for and recovered in any court of competent jurisdiction.

Alteration of tolls.

41. From and after the passing of this Act the forty-ninth, fiftieth, fifty-first, and sixtieth sections of the first-recited Act of the Worcester Company, and the fourteenth, twenty-seventh, and thirty-first sections of the second-recited Act of the Worcester Company, are hereby repealed, and in lieu of the tolls thereby authorised it shall be lawful for the Company to demand and take for their own use in respect of boats, barges, and other vessels navigated and conveyed, and of the tonnage of coals, minerals, goods, merchandise, and other things conveyed or carried on or along any part of the Worcester Canal, any tolls not exceeding the following; that is to say,

First class. Lime and limestone, per ton of twenty hundredweight, per mile one penny:

Second class. Salt, bricks, building and paving stones, gravel, sand, ashes, and manure, per ton of twenty hundredweight, per mile one penny:

Third class. All other minerals, goods, merchandise, and things, except those contained in the fourth class, per ton of twenty hundredweight, per mile one penny halfpenny:

Fourth class. Gunpowder, dynamite, petroleum, and all kinds of explosive articles, per ton of twenty hundredweight, per mile threepence:

Provided always, that the maximum tolls which the Company may take in respect of the matters aforesaid for the use of all or any part of the Worcester Canal shall be,

For all articles included—

In the first class, one shilling and twopence per ton:

In the second class, one shilling and sixpence per ton:

In the third class, two shillings per ton:

In the fourth class, three shillings and sixpence per ton.

Special tolls in respect of salt and slack coal.

42. Notwithstanding anything in this Act contained, the Company shall not have power to demand or levy in respect of the tonnage of salt, and slack coal for the purpose of salt manufacture, carried on the Worcester Canal between the points next

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herein-after mentioned, any higher tolls or rates than those respectively set out in the following table; that is to say,

Tonnages on Salt.

			Per ton of twenty hundredweights.
From Stoke Works or Hanbury Wharf		to the Stratford Canal - -	9 pence.
Do.	do.	to the Stratford Canal, destined for foreign shipment at London - -	6 pence.
Do.	do.	to the Severn at Worcester, or to Worcester City - - -	9 pence.
Do.	do.	to Birmingham or the Netherton Canal -	18 pence.

Tonnage on slack coal for use in the manufacture of salt.

From Birmingham to the Stoke Works or Hanbury Wharf, thirty shillings per boat load.

Regulations as to tolls.

43. The following provisions and regulations shall apply as to the fixing of all tolls under this Act; that is to say,

For all articles carried on the Worcester Canal for a less distance than two miles, the Company may demand and take toll as for two miles:

For a fraction of a mile or of a ton, the Company may demand and take as for one mile or one ton respectively:

If the cargo of any vessel shall not amount to ten tons, the Company may demand and take toll as for ten tons; and if such cargo shall be composed of various kinds of articles chargeable under this Act with different rates of toll, may demand and take for the weight short or wanting to make up such cargo to ten tons tolls at the same rate as those at which the largest part of such cargo is chargeable:

For an empty vessel navigating the Worcester Canal, the Company may, upon its passing through the first lock, demand and take by way of toll for the use of the said canal the sum of five shillings:

Provided that this toll shall not be charged or chargeable in the case of empty boats on their return journey, after having passed laden along the whole or any part of the Worcester Canal.

Section 54 of the first-recited Act of the Worcester Company is hereby repealed, and sections 52 and 53 of the Gloucester and Berkeley Canal Act, 1870, shall be deemed applicable to the Worcester Canal.

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Exemption of materials for repair of roads and manure in certain cases.

44. Whereas disputes have arisen between the Worcester Company and the persons claiming the exemption from tolls and rates contained in section 61 of the recited Act, 55 George III., cap. 66, and it is desirable for the avoidance of such disputes that the said section should be repealed, and in lieu thereof other provision made: Therefore, section 61 of the recited Act, 55 George III., cap. 66, is hereby repealed, and in lieu thereof the following provision shall have effect:—During the months of January, February, and December in every year, paving stones, gravel, sand, or other materials for making and repairing roads situated only in any of the parishes in or through which the Worcester Canal and other works have been made, and dung, soil, marl, or other manure (lime and limestone excepted) for the improvement only of the lands or grounds in any parish or place through which the Worcester Canal has been made, belonging or hereafter to belong to any person or persons whose lands or grounds or part thereof do or shall adjoin to the Worcester Canal and other works, shall not be charged with or liable to the payment of any of the tolls or rates authorised to be taken by this Act or the said recited Acts, but shall be free and exempted from the same; and all persons who shall own or be concerned or employed in carrying or conveying any of the above-mentioned exempted articles upon or along the Worcester Canal shall have free liberty to make use of the towing-paths, wharfs, or quays belonging to that canal, such persons not suffering any of such exempted articles to lie upon such wharfs or quays longer than may be necessary for loading, unloading, and conveying the same from and to the several places where they are or shall be put on board and unloaded, and making good any damages that may be done to the sides or banks of the Worcester Canal by the loading, unloading, and discharging the boats or other vessels carrying and conveying the same, which recompense or satisfaction in case of difference shall be referred to two arbitrators or their umpire, pursuant to and so as with regard to the mode and consequences of the reference, and in all other respects, to conform to the provisions in relation to references to arbitration by agreement contained in the Common Law Procedure Act, 1854, or any statutory modification thereof; and upon every such reference the arbitrators or their umpire shall have power to determine the amount of the costs, and by whom and in what proportions the same shall be paid.

The Company to maintain the Worcester Canal.

45. The Company shall not convert the canals hereby vested in or authorised to be acquired by them, or any of such canals or any part thereof respectively, into a railway, so far as to interfere with the user of the said canals or any part thereof as navigable water-

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ways, or diminish the width of the said canals or any part thereof so as to prevent two loaded boats passing each other; and the Company shall, and they are hereby required from time to time to keep, support, and maintain the Worcester Canal and the several reservoirs, lock-gates, towing-paths, and other works belonging thereto, well and sufficiently repaired, dredged, cleansed, scoured, and supplied with water: Provided always, that in case any dispute shall arise as to the observance of the obligation by this section imposed upon the Company, then it shall and may be lawful for any person aggrieved or injured by such non-observance to petition the Board of Trade from time to time when and as such complaint shall arise and be made, to examine and inquire into such complaint, and the Board of Trade are hereby authorised to enter upon any such examination and inquiry, and make such regulations and orders with reference thereto, and to the cost of such inquiry and order, as they in their absolute discretion shall think fit; and all such orders and regulations shall be binding and conclusive on the Company and on the person so petitioning, and may be enforced in any court of competent jurisdiction.

Power to recover tolls.

46. The Company may recover the tolls, rates, and duties by this Act authorised, in the manner prescribed by the Gloucester and Berkeley Canal Act, 1870, for recovering tolls, rates, and duties by that Act authorised.

Confirming agreement between Company of Proprietors of Droitwich Canal and the Company.

47. The agreement between the Company of Proprietors of the Droitwich Canal Navigation and the Company, set forth in the first schedule to this Act, is hereby sanctioned and confirmed, and it shall be lawful for the said Company of Proprietors of the Droitwich Canal Navigation to make and for the Company to accept a demise or lease in pursuance of the said agreement.

Power to Lord Windsor's trustees to make agreements and confirming scheduled agreement.

48. It shall be lawful for the Honourable Robert Charles Herbert and the Right Honourable Orlando George Charles Earl of Bradford, or other the persons acting for the time being as executors and trustees of the will of the Right Honourable Other Archer Earl of Plymouth and Baron Windsor, deceased, dated the 27th day of February 1830, in this Act called Lord Windsor's trustees, to make and for the Company to accept a demise or lease in pursuance of the agreement between Lord Windsor's trustees and the Worcester Company, dated the 28th day of October 1873, set forth in the second schedule to this Act, which is hereby sanctioned and confirmed: Provided always, that the same shall be read as if the name of the Company had been inserted therein instead of the Worcester and Birmingham Canal Company.

Appointment of Severn Commissioners and directors of Birmingham West Suburban Railway.

49. The provisions in the Act passed in the session holden in the fifth year of the reign of Her present Majesty, intituled "An "Act for improving the navigation of the river Severn, from the "entrance lock of the Gloucester and Berkeley Canal, and from "the entrance lock of the Herefordshire and Gloucestershire Canal, "in the county of Gloucester, to Gladder or Whitehouse Brooke, "in the county of Worcester," authorising the Worcester Company from time to time as vacancies may occur to elect two commissioners of the Severn Navigation, and the provisions in the Birmingham West Suburban Railway Act, 1871, authorising the directors of the Worcester Company to appoint three persons to be directors of the Birmingham West Suburban Railway Company, shall be taken and read as if the name of the Company had been inserted in the said two last-mentioned Acts respectively instead of that of the Worcester Company; and the commissioners and directors who just before the passing of this Act shall respectively hold office as such commissioners and directors by virtue of the aforesaid powers of the Worcester Company shall, until a vacancy may occur by death, refusal, resignation, removal, disqualification, or incompetency as provided for by the said Acts respectively, or by a new appointment or election as provided for by this Act, be deemed to be commissioners or directors duly elected or appointed by the Company: Provided always, that notwithstanding anything in the said last two recited Acts contained, the Company may, immediately after the passing of this Act, appoint new commissioners and elect new directors to supply the places of those holding office at the time of the passing of this Act, and each such new commissioner and new director shall continue in office so long only as the commissioner or director in whose place he shall have been appointed or elected would have been entitled to continue if he had remained in office; and upon any such appointment or election, the commissioner or director in place of whom a new commissioner or director has been appointed or elected, shall cease from voting or acting as such commissioner or director.

Section 7 of Canal Carriers Act to be applicable to Severn Commissioners.

50. Section seven of an Act passed in the eighth and ninth years of the reign of Her present Majesty, intituled "An Act to enable "canal companies to become carriers of goods upon their canals," shall apply to the Commissioners of the Severn Navigation in the same manner as if the said commissioners were a canal or navigation company within the meaning of the said section: Provided that nothing in this Act contained shall authorise or empower the Commissioners of the Severn Navigation to apply or use the annual

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income receivable by them otherwise than is directed by the Severn Navigation Act, 1869.

Provisions of certain Acts made applicable to Company.

51. So much of the Railways Companies Powers Act, 1864, as relates to cases (III.) where a railway company incorporated by special Act or by certificate under the Railways Construction Facilities Act, 1864, are desirous of obtaining authority to raise additional capital, and section thirty-eight of the Regulation of Railways Act, 1868, shall apply to the Company as if that company were a railway company within the meaning of those Acts.

Change of name.

52. The name of the Company shall from and after the passing of this Act be "the Sharpness New Docks and Gloucester and "Birmingham Navigation Company," and Part IV. of the Companies Clauses Act, 1863, relating to change of name, is hereby incorporated with this Act.

Company may apply surplus moneys to purposes of Act.

53. The Company may from time to time apply to all or any of the purposes of this Act any moneys from time to time raised by them, and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which, being so made applicable, are not required for the special purpose.

Compensation to secretary of Worcester Company.

54. The Company may and shall, within three months from the passing of this Act, pay to the present secretary of the Worcester Company, his executors or administrators, the sum of two thousand pounds, as compensation for any loss he may sustain by reason of the transfer of the Worcester Canal to the Company.

As to engineer of Worcester Company.

55. The Company shall, so long as the present engineer of the Worcester Company shall live, either retain him as engineer of the Worcester Canal, at his present salary and emoluments, or, in case of their ceasing to retain him in such capacity, pay to him a sum of not less than two hundred and fifty pounds per annum during his life, in respect of his loss of office, and such annual sum shall be payable quarterly: Provided that the Company may at any time by agreement with the said engineer compound the said annual sum by payment of a sum in gross.

Saving for certain agreements, &c.

56. Nothing in this Act contained shall be deemed or construed to enlarge, prejudice, or in any way to affect any agreement or arrangement made by or on behalf of the Worcester Company on the one hand, and J. Fellows and Company, or the Severn and Canal Carrying, Shipping, and Steam Towing Company (Limited), on the other hand, or render any such agreement or arrangement more valid, lawful, or effectual than the same would have been if this

Act had not been passed, but the same shall be and remain as good, valid, and effectual in favour of, against, and with reference to the Company, and may be proceeded on and enforced by or against the Company in the same manner, to all intents and purposes, as the same might have been proceeded on and enforced by or against the Worcester Company if this Act had not been passed. A.D. 1874.

Canals not exempted from the provisions of present general Acts.

57. Nothing herein contained shall be deemed to exempt the Company's undertaking, or the works by this Act authorised to be constructed or acquired, from the provisions of any general Act relating to canals or navigations now in force, or which may hereafter pass during this or any future session of Parliament, nor from any future revision or alteration under the authority of Parliament of the maximum tolls, rates, and duties authorised by the Gloucester and Berkeley Canal Act, 1870, or the Worcester Canal Acts, or by this Act.

Expenses of Act.

58. All the costs, charges, and expenses, including those of the Worcester Company, of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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FIRST SCHEDULE.

An Agreement, entered into the 17th day of April 1874, between the Company of Proprietors of the Droitwich Canal Navigation (herein-after referred to as "the Droitwich Canal Company") of the one part, and the Gloucester and Berkeley Canal Company (herein-after referred to as "the Company"), of the other part.

Whereas the said Droitwich Canal Company were incorporated by an Act of Parliament made and passed in the 8th year of the reign of His late Majesty King George the Third, intituled "An Act for making and maintaining a "navigable cut or canal from the river Severn, at or near a place called "Hawford, in the parish of Claines, in the county of Worcester, to or near a "place called Chapel Bridge, within the borough of Droitwich, in the said "county;" and they were thereby empowered to make the said canal, and the works and conveniences connected therewith, upon the lands and in manner therein particularly mentioned; and the said Company were thereby further empowered (amongst other things) to ask, demand, take, and receive, to and for their own proper use and behoof, for all and every or any goods, wares, merchandises, commodities, or other things whatsoever that should be carried or conveyed in any boat, barge, or other vessel in, upon, to, or from any part of the said intended navigable cut or canal, such rates or duties for the same (over and besides what should or might be paid for the freight or carriage thereof) as the said Company, their successors, heirs, or assigns, should think fit, not exceeding the several rates and duties therein-after particularly mentioned; and powers were thereby given to the said Company for fixing and varying the said rates and duties, and for the recovery of the same, in case they should be refused to be paid, by action of debt or by distress, as therein mentioned: And whereas the Company of Proprietors of the Worcester and Birmingham Canal Navigation (herein-after referred to as "the Worcester and Birmingham Canal Company") were incorporated by an Act of Parliament made and passed in the 31st year of the reign of His said late Majesty King George the Third, intituled "An Act for making and maintaining a navigable canal from or "from near to the town of Birmingham, in the county of Warwick, to communi-"cate with the river Severn near to the city of Worcester," and were thereby empowered (amongst other things) to make the said last-mentioned canal, and the works and conveniences connected therewith, upon the lands and in manner therein particularly mentioned, and provision was thereby made that the Worcester and Birmingham Canal Company should, within thirty days after the end of every year from the 24th day of June 1791, settle with the Droitwich Canal Company a certain annual compensation, and make up a deficiency, as therein mentioned, to the Droitwich Canal Company, in case it should happen that in the preceding year the clear profits of the Droitwich Canal Company should not amount to 5*l.* per cent. upon every share, considering every such share to be of the value of one hundred and sixty pounds: And whereas by an agreement made the 17th day of December 1873, between the Worcester

and Birmingham Canal Company of the one part, and the Company of the other part, in consideration of the mutual benefits to accrue from the agreement now in recital, it was agreed that the undertaking, property, and rights of the Worcester and Birmingham Canal Company should be transferred to the Company, and subject to the contracts, obligations, debts, and liabilities of the Worcester and Birmingham Canal Company, should be vested in the Company. Now, therefore, it is hereby mutually agreed as follows:—

1. The Droitwich Canal Company will (when required by the Company) by deed grant to the Company, and the Company will accept, a lease of all and singular the rates, tolls, dues, duties, and sums of money arising and to arise upon the canal of the Droitwich Canal Company, and the bridges, locks, weirs, and other the works and conveniences connected therewith, and which the Droitwich Canal Company are empowered to levy and raise by virtue of the said first above-mentioned Act, or any other Act or Acts of Parliament in anywise empowering the same Company, and also the said Droitwich Canal, and the messuages, lands, hereditaments, and undertaking of the said Droitwich Canal Company, with the works and conveniences connected therewith, together with full liberty and authority, and in the name of the Droitwich Canal Company, to exercise and enjoy all and singular the powers, privileges, and authorities with regard to the receipt, recovery, and collection of any such rates, tolls, duties, and sums of money granted to and vested in the same Company under and by virtue of such several Acts of Parliament as aforesaid for a term of 999 years from the twenty-fourth day of June one thousand eight hundred and seventy-four, at the yearly rent of one thousand six hundred pounds, to be paid by equal half-yearly payments on the 24th day of June and the 25th day of December in every year, without any deduction except for property or income tax, the first of such half-yearly payments to be made on the 25th day of December 1874.

2. The lease shall contain the following covenants and provisions; namely, covenants by the Company, to pay the said rent on the days and in manner aforesaid, together with the annual sum of one hundred and one pounds ten shillings and ninepence, being the amount of certain annual charges, rents, and compensations charged upon or payable out of the revenues of the Droitwich Canal Company under the provisions of the said first above-mentioned Act or otherwise; and also to pay the annual sum of fifty pounds as the salary of the clerk to the Droitwich Canal Company; during the continuance of the said term to keep and maintain the Droitwich Canal, and the messuages, buildings, bridges, weirs, locks, towing-paths, wharves, quays, and other the works and conveniences connected therewith or belonging thereto, or to the Droitwich Canal Company, in good and efficient repair and working condition, and to reconstruct the same and every part thereof when and so often as shall be necessary for the proper and convenient working and use thereof; at all times during the said term to conform to and observe the regulations in relation to the rates, tolls, duties, and sums of money hereby agreed to be demised, which the Droitwich Canal Company are or shall be by law required to conform to or observe, and in all respects to lawfully use and exercise the several powers, privileges, and authorities transferred to or vested in them the Company by virtue of the said lease; to indemnify the Droitwich Canal Company from and against all actions, suits, causes of action and suit,

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losses, costs, charges, damages, and expenses whatsoever, for or by reason or on account of any act, deed, matter, or thing made, done, committed, or omitted by the Company in or about the demand, collection, or recovery of the rates, tolls, duties, and sums of money hereby agreed to be demised or in any wise connected therewith; at the expiration of the said term to deliver up the said rates, tolls, duties, and sums of money, messuages, buildings, hereditaments, and premises hereby agreed to be demised, and to remove from the works and premises of the Droitwich Canal Company all persons employed by the Company in the receipt or collection of the same, and to do all other acts, if any, necessary or proper for the purpose of reinstating the Droitwich Canal Company in the undisturbed possession and receipt thereof; a proviso for re-entry if the said rent shall be in arrear and unpaid for the space of forty days, or on breach or non-performance of all or any of the covenants and agreements of the Company, notice in writing of such nonpayment or breach having been first given, and default made after such notice for one month in the case of nonpayment of rent, or three months in case of any other breach of covenant before such power of re-entry shall operate; a proviso that so long as the covenants and agreements on the part of the Company to be observed and performed are duly observed and performed, the operation of the provision in the secondly above-recited Act contained as to a settlement by the Worcester and Birmingham Canal Company with the Droitwich Canal Company of an annual compensation, and as to making up a deficiency as therein mentioned, shall be suspended; and also the usual qualified covenant by the Droitwich Canal Company for quiet enjoyment by the Company.

3. The Company will execute and deliver to the Droitwich Canal Company a counterpart of the said lease.

4. The lease and counterpart shall be prepared by the Company's solicitors, and all expenses attending the preparation and execution thereof, and of the perusal and approval thereof by the Droitwich Company, or on their behalf, and of this agreement, shall be paid by the Company.

5. This agreement is made subject to the approval and confirmation of Parliament, and also subject to the approval of Parliament being given to the transfer of the Worcester and Birmingham Canal to the Company, in pursuance to the said recited agreement of the 17th day of September 1873, and in the event of such respective approval not being obtained in the session of Parliament of either 1874 or 1875, then this agreement shall be absolutely void.

In witness whereof the said two Companies, parties hereto, have hereunto caused their respective common seals to be affixed the day and year first above written.

Henry Waddy,
Secretary.

Seal of the Gloucester and Berkeley Canal Company.

John Holyoake,
Secretary.

Seal of the Droitwich Canal Navigation.

SECOND SCHEDULE.

Articles of Agreement made and entered into the 28th day of October 1873, between the Honourable Robert Charles Herbert, of Orleton, in the county of Salop, and the Right Honourable Orlando George Charles Earl of Bradford, being the present donees of leasing powers under the will, dated 27th February 1830, of the Right Honourable Other Archer Earl of Plymouth and Eleventh Baron Windsor, deceased (and herein-after for the sake of brevity called "the lessors"), of the one part, and the Company of Proprietors of the Worcester and Birmingham Canal Navigation (herein-after called "the Company") of the other part.

In consideration of the stipulations herein contained on the part of the Company, their successors and assigns, each of them the said lessors for himself as such trustee, and so far as he can for the persons entitled under the limitations of the said will, doth hereby covenant with the Company, their successors and assigns, and in consideration thereof the Company for themselves, their successors and assigns, do hereby covenant with the said lessors, their heirs and assigns, and with the persons entitled under the limitations of the said will, in manner following; (that is to say,)

1. That they the lessors and all necessary parties shall, if and when authority shall be conferred upon them so to do in and by the Act of Parliament herein-after mentioned, and on being thereunto required by the Company, their successors or assigns, execute a good and sufficient lease and demise to the Company, their successors and assigns, of all and singular the hereditaments specified in the schedule hereunder written, known as the site and surroundings of Upper Bittal Reservoir and part of Lower Bittal Reservoir, of the Company, with the trunks, feeders, pipes, sluices, and all other the appurtenances thereto belonging or now used and enjoyed therewith, and particularly the right of way to the same hereditaments through the adjoining lands of the lessors as now enjoyed by the Company in the direction and over the road shown by a red line on the annexed plan, such road between the points marked A and B on the said plan to be kept in repair by the Company; together with full liberty of drawing off and conveying by such means as the Company shall deem most expedient the water from the river Arrow and other neighbouring brooks or streams into and upon the hereditaments to be demised, or any part thereof (but without prejudice nevertheless to the due supply of water to which any person or persons may be or become entitled in respect of any water or other mills or engines now erected, or to be erected hereafter upon or near the said rivers, brooks, or streams), and of using the said hereditaments and the water for the time being therein as a reservoir for the purpose of supplying the canal of the Company with water, and with liberty to make and erect on the land demised any banks, dams, weirs, locks, engines, engine-houses, or other buildings and works, and to make and open in the land demised, so far as the lessors have power to authorise the same, any cuts, sluices, watercourses, or drains from the said canal, and from the said rivers, brooks, and streams, or any of them, to the said reservoir, or any

A.D. 1874. part thereof, and to use all or any banks, dams, weirs, locks, engines, engine-house, buildings, and works, cuts, sluices, watercourses, or drains, whether now made or hereafter to be made as aforesaid, in or about the said hereditaments in such manner as the Company shall think proper, and also to enter upon other land of the said lessors for the purpose of viewing, repairing, or renewing any existing culvert, trunk, leader, or other means of conveying water to the said reservoirs, or either of them, on making compensation to the said lessors or their tenants for the time being for any damage done to such lands in consequence thereof.

2. The term of the said lease shall be 999 years from the 25th day of March 1873, and the rents to be reserved thereon shall be the following; namely, for the first 7 years of the said term 300*l.* per annum, for the second 7 years 400*l.* per annum, and for the 15th and remaining years of the said term 500*l.* per annum, such respective rents to include the 10*l.* per annum heretofore paid by the Company as compensation in lieu of the right formerly reserved of drawing off the water from the Lower Bittal Reservoir, which right is hereby surrendered to the Company.

3. In the said lease shall be reserved or granted and secured to the lessors and persons entitled under the limitations of the said will, their heirs, successors, and assigns, the exclusive right of fishery in the said Upper Bittal Reservoir and in the said Lower Bittal Reservoir, so far as the lands of the lessors extend, with all rights and privileges incidental thereto, free of rent or other payment whatsoever; and the Company, their successors or assigns, shall, at the option of the lessors in and by the said lease, or by such separate instrument as the lessors shall require, grant to the lessors and to the persons entitled as aforesaid, and their heirs, successors, and assigns respectively, the rights following; that is to say, (1.) The exclusive right of fishery in the canal of the said Company, so far as such canal runs through the lands of the lessors, and in the whole of the Upper Bittal Reservoir. (2.) The right of hunting, coursing, shooting, and fowling in and about the said lands and water intended to be demised, and the said canal, so far as it runs through the lands of the lessors. (3.) The right of using the cottage, stable, and boat-house in connexion with the Upper Bittal Reservoir already erected and made, and of making and connecting with the water of the Lower Bittal Reservoir a boat-house, and of boating on and over both the said reservoirs. (4.) The right of drawing water from the Worcester and Birmingham Canal, near Tardebigg, either by means of the existing sluice, or of any other sluice to be substituted by the lessors or persons entitled as aforesaid, for the purpose of feeding the pools at Hewell Grange, whenever required for that purpose, providing that the drawing off of such water do not interfere with the navigation of the said canal, and provided that the cost of constructing such substituted sluice on the Company's canal shall be borne by the Company, their successors or assigns, but the cost of conveying the water from the Company's canal to the lands of the lessors or persons entitled as aforesaid shall be borne by the lessors or persons entitled as aforesaid; and the said Company, their successors or assigns, shall also covenant or grant with or to the lessors or persons entitled as aforesaid, their heirs, successors, and assigns respectively, that the existing privilege now enjoyed by their tenants of the lands now forming the Windsor estate, with respect to the free carriage of manure, shall continue to be enjoyed by them and their tenants of the said lands or of any other lands

to be purchased and added to the said estate; and the Company, their successors or assigns, shall also grant to the lessors the use in perpetuity of the wharf called the Manure Wharf at Bittal, now enjoyed by the lessors, and also the fence wall at Tardebigg New Wharf, subject to the existing rents of 1*s.* and 5*s.* payable in respect thereof.

4. The said lease shall contain covenants on the part of the Company, and their successors or assigns, for the regular payment of the said rents without deduction (except the property or income tax), according to the reservation of rent in the said lease to be contained; for maintaining the said reservoirs in such good and sound condition without leaks, or dangerous overflows, and for so repairing and keeping in repair the weirs, sluices, watercourses, banks, dams, and all other works connected therewith, and for so using the steam and other engines or other machinery in or about the same as that the same shall do as little damage as possible to the surrounding lands; for keeping in repair all houses, cottages, and erections in connexion with the said reservoirs; for permitting the lessors and persons entitled as aforesaid, their heirs, successors, and assigns, agents, and workmen, at all seasonable times to enter into and upon the said premises to be demised to inspect the state of repair and condition thereof; for making any such reparations as shall be necessary as aforesaid within three calendar months after notice thereof shall have been left by or on behalf of the lessors or persons entitled as aforesaid, their heirs or assigns, at the office of the Company; for giving up the premises so repaired and maintained as aforesaid to the lessors or persons entitled as aforesaid, their heirs, successors, or assigns respectively, at the end or other sooner determination of the said term; the said intended lease shall also contain such proviso for re-entry by the lessors or persons entitled as aforesaid, their heirs, successors, or assigns, on nonpayment of the said rent for the space of 40 days next after any of the days appointed for payment thereof, the same having been lawfully demanded, and no sufficient distress being to be had or taken on the said hereditaments, and in such case it shall be also provided that the Company, their successors or assigns, shall pay the lessors compensation (to be settled by the award of two arbitrators or their umpire) for the conversion of the soil of the said hereditaments into the said reservoirs, canals, and feeders; and covenants on the part of the said lessors, their heirs and assigns, with the Company, their successors and assigns, for quiet enjoyment of the said hereditaments and premises by the Company, their successors and assigns, during the said term, they paying the said yearly rent and performing the covenants therein on their part to be contained.

5. The Company, their successors or assigns, shall, at their own costs, make application to Parliament to confirm this agreement, and for the necessary powers to enable the said intended lease to be granted in conformity with the provision herein-before contained, and the said lessors shall, on the request and at the costs in all things of the Company, their successors or assigns, appear upon and consent to such application, and these presents shall be incorporated in or annexed by way of schedule to any Act of Parliament passed in consequence of such application.

6. The said intended lease and a counterpart thereof shall be prepared by the solicitor for the lessors at the cost of the Company, their successors or assigns, and shall contain all proper and usual covenants in addition to those herein-before expressly contracted for, and in case the Company should prefer and the

A.D. 1874. lessors should accede to a lease for any other term than 999 years, with right of renewal in perpetuity, then with such variations as may be requisite; and such lease shall in case of difference be settled as between the parties by the senior conveyancing counsel for the time being of the Court of Chancery.

In witness whereof the lessors have hereunto set their hands and seals, and the Company their co mmon seal, the day and year first above written.

Robert Charles Herbert. L.S.

Bradford. L.S.

Seal of the Company of Proprietors of the Worcester and Birmingham Canal Navigation. L.S.

The Schedule herein-before referred to.

All those several pieces of land, the greater part whereof is covered with water and formed into reservoirs known by the name of the Upper and Lower Bittal Reservoirs, in the several parishes of Cofton otherwise Coston Hackett, and Alvechurch, in the county of Worcester, numbered 418, 419, 435, 463, 469, 470, 473, and 170, on the annexed plan; which said pieces of land contain by admeasurement the several quantities herein-after mentioned (more or less); that is to say,

No. on Plan.	Description.	—	Quantities.		
	Parish of Alvechurch.		A.	R.	P.
418	Part of Lower Bittal Reservoir, Canal, and feeder.	Water -	30	0	28
419	Lockhouse and garden - - -	- - -	0	0	10
435	Part of Lower Bittal Reservoir, Canal, and feeder.	Water -	10	0	5
463	Feeder - - - - -	- - -	0	0	20
469	House, stable, coach-house, and garden -	- - -	0	2	19
470	Water engine and land - - -	- - -	0	2	6
473	Part of Upper Bittal Reservoir - -	Water -	85	2	4
	Parish of Cofton Hackett.		127	0	12
170	Part of Reservoir (Upper Bittal) - -	Water -	12	0	30
	Together with all houses, outhouses, buildings, streams, canals, watercourses, leaders, feeders, pipes, drains, reservoirs, mounds, banks, weirs, dams, locks, sluices, engines, hereditaments, and appurtenances belonging or appertaining, or usually held therewith, or accounted as parcel thereof, and now in the occupation of the said Company.	A.	139	1	2

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