ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 141.

An Act for making and maintaining a Navigable Canal with Aqueducts, Feeders, and Reſervoirs, from the *Stort* Navigation at or near *Biſhop's Stortford*, in the County of *Hertford*, to join the River *Cam*, near *Clay-hithe Sluice*, in the County of *Cambridge*, with a Navigable Branch or Cut from the ſaid Canal at *Sawſton* to *Whaddon*, in the County of *Cambridge*.

[9th *June* 1812.]

WHEREAS the making and maintaining of a Navigable Canal from and out of the *Stort* Navigation, belonging to Sir *George Duckett* Baronet, at or near *Biſhop's Stortford*, in the County of *Hertford*, to join and communicate with the River *Cam*, below or near *Clay-hithe Sluice*, in the County of *Cambridge*, with a Navigable Branch or Cut from and out of the ſaid Canal, in the Pariſh of *Sawſton*, at or near a certain Place called *Great Shelford*, in the County of *Cambridge*, to the Pariſh of *Whaddon*, near the North Road in the ſame County, will open an eaſy and ſafe Communication between the City and Port of *London*, the Towns of *Hertford*, *Ware*, and *Biſhop's Stortford*, in the County of *Hertford*, the Town of *Saffron Walden* in the County of *Eſſex*, the Univerſity and Town of *Cambridge*, the City of *Ely*, and the Town and Port of *Wiſbech* in the County of *Cambridge*, and the Town and Port of *Lynn* in the County of *Norfolk*, and other Towns and Places in the *Iſle of Ely*, and in the Counties of *Middleſex*, *Eſſex*, *Hertford*, *Cambridge*, *Huntingdon*,

Huntingdon, *Suffolk*, and *Norfolk*, and will be in other Reſpects of public Utility: but the ſame cannot be effected without the Authority of Parliament; May it therefore pleaſe Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That Lady *Ancotts*, Sir *George Duckett* Baronet, Sir *William Smyth* Baronet, Sir *Daniel Williams* Knight, the Reverend *James Geldart*, the Reverend *George Jenyns*, the Reverend Doctor *Waddington*, the Reverend *J. Pilkington*, *Charles Jane Achley*, *Joſiah Adams*, *William Elderton Allen*, *A. G. Amey*, *William Archer*, *Henry Archer*, *George Archer*, *J. P. Auriol*, *G. Auſt*, *Thomas Butts Aveling*, *John Julius Angerſtein*, *Montagu Burgoyne*, *James Barretts*, *William Beelen*, *T. H. Barber*, *John Carter*, *Martin Catlin*, *William Matthew Coe*, *Daniel Collin*, *Robert Cory*, *Richard Debary*, *George Duckett*, *Richard Day*, *Peter Du Cane*, *J. Thurlow Deering*, *John Dean*, *William Everett*, *Welbore Ellis*, *Thomas Edwards*, *Lewis Edes*, *George Eachus*, *Francis Gibſon*, *Joſeph Gurney*, *Robert Gond*, *Jeſſe Green*, *Daniel Hinley*, *Adair Hawkins*, *Ambroſe Humphreys*, *William Honeywood*, *Thomas Hews*, *Thomas Hall*, *Robert Hardwicke*, *Thomas Hardwicke*, *Sampſon Hanbury*, *Samuel Jackſon*, *Thomas Knight*, *John Lewis*, *William Lemmon*, *Joſeph Peel Lowe*, *John Milward*, *Bowler Miller*, *Thomas Naſh*, *Charles Noel Noel*, *James Pattiſon*, *John Purkis*, *Stephen Piper*, *Robert Paul*, *Joſeph Player*, *John Quy*, *John Robinſon*, *William Rawling*, *R. Stockeld*, *Samuel Skegg*, *William Harper Skegg*, *Samuel B. Searle*, *James Searle*, *Thomas Smith*, *George Syder*, Meſſieurs *Stable* and *Williams*, *George Taylor*, *John Thompſon*, *John Wardle*, *Joſeph Watſon*, *Robert Weſtwood*, *Nicholas Willard*, *Major Wright*, *Thomas White*, and *Nathaniel Wright*, and their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, together with ſuch Perſon or Perſons, Bodies Politic, Corporate, or Collegiate, as ſhall at any Time hereafter be poſſeſſed of any Share or Shares in the Navigation hereby authorized to be made, are and ſhall be, and they are hereby united into a Company, for the carrying on, making, completing, and maintaining the ſaid intended Navigable Canal and Cut, for Barges, Boats, Lighters, and other Veſſels, according to the Rules, Orders, and Directions herein-after expreſſed, and for that Purpoſe are and ſhall be one Body Politic and Corporate, by the Name and Style of "The Company of Proprietors of the *London* and *Cambridge* Junction "Canal," and by that Name ſhall have perpetual Succeſſion and a Common Seal, and by that Name may ſue and be ſued; and that the ſaid Company of Proprietors ſhall and may have Power and Authority to purchaſe Lands, Tenements, and Hereditaments, to them, their Succeſſors, and Aſſigns, for the Uſe of the ſame Navigation, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain; and the ſaid Company of Proprietors ſhall be, and they are hereby authorized and empowered, by themſelves, their Deputies, Agents, Officers, Workmen, and Servants, to make and complete a Canal, with proper Aqueducts, Tunnels, and other Works, to be called, "The *London* and *Cambridge* "Junction Canal," and to be navigable and paſſable for Barges, Boats, Lighters, and other Veſſels, from the *Stort* Navigation at or near *Biſhop's Stortford* aforeſaid, in, to, and through the ſeveral Pariſhes, Townſhips, Hamlets, or Places of *Biſhop's Stortford* and *Hockerill*, in the County of *Hertford*; and of *Birchanger*, *Stanſted Mountfitchet*, *Elſenham*, *Great Henham*,

Proprietors.

Proprietors united into a Company.

Their Style.

Power to purchaſe Lands.

Main Line.

Henham, otherwiſe *Henham on the Hill*, *Little Henham*, *Ugley*, *Quendon*, *Newport*, *Saffron Walden*, otherwiſe *Chipping Walden*, otherwiſe *Little Walden*, otherwiſe *Little Saffron Walden*, *Littlebury*, *Little Cheſterford* and *Great Cheſterford*, in the County of *Eſſex*; and of *Ickleton*, *Duxford*, *Hinxton*, *Wittlesford* otherwiſe *Whittlesford*, *Pampisford*, *Sawſton*, *Stapleford*, *Great Shelford*, *Trumpington*, *Cherryhinton*, *Teverſham*, *Fen Ditton* otherwiſe *Fenny Ditton*, and *Horningſea*, in the County of *Cambridge*, to join and communicate with the River *Cam*, below or near *Clay-hithe Sluice*, in the Pariſh of *Horningſea* aforeſaid; and alſo to make a Branch or Cut, with proper Aqueducts and other Works, to be navigable and paſſable for Barges, Boats, Lighters, and other Veſſels, from and out of the ſaid Canal, in the Pariſh of *Sawſton*, at or near a certain Place called *Great Shelford*, in the ſaid County of *Cambridge*, in, to, and through the ſeveral Pariſhes, Townſhips, Hamlets, or Places of *Sawſton*, *Little Shelford*, *Hawkſton*, *Harleſton*, *Foxton*, *Shepreth* otherwiſe *Shepdreth* otherwiſe *Sheper-heath*, *Meldreth*, and *Whaddon*, in the County of *Cambridge*, near the North Road, in the ſame Pariſh of *Whaddon*, and to ſupply the ſaid Canal and Cut reſpectively whilſt making, and at all Times for ever after the ſame ſhall be made, with Water, from all ſuch Springs as ſhall be found in making the ſame reſpectively, and from certain Brooks, Streams, or Rivulets ſituate in the Pariſhes of *Great Henham*, otherwiſe *Henham on the Hill*, *Little Henham*, and *Elſenham* aforeſaid, and now running to and ſupplying a certain Mill called *Elſenham Mill*, in the Pariſh of *Elſenham* aforeſaid, which Brooks, Streams, or Rivulets, in the Plan herein-after mentioned, to be depoſited with the Clerk of the Peace for the ſaid County of *Eſſex*, ſo far as the ſame are ſituate and running in the ſaid Pariſhes of *Great Henham* otherwiſe *Henham on the Hill*, and *Little Henham*, are marked or diſtinguiſhed by the Numbers 70. 75. and 76. and ſo far as the ſame are ſituate and running in the ſaid Pariſh of *Elſenham* in the ſame Plan marked or diſtinguiſhed by the Numbers 23. 32. and 36.; alſo from the Surplus or Flood-water of all ſuch other Rivers, Springs, Brooks, Streams, and Watercourſes whatſoever which are or ſhall be found within the Diſtance of Two Thouſand Yards from any Part of the ſaid Canal and Cut reſpectively; ſuch Surplus or Flood-waters to be aſcertained in Manner herein-after mentioned; and alſo to dig, make, finiſh and complete the ſeveral Reſervoirs, Sough, and Feeders for ſupplying with Water the ſaid Canal and Cut reſpectively, as are next herein-after mentioned, or referred unto; that is to ſay, the Reſervoirs and Feeders for ſupplying Water to the ſaid Canal and Cut, in the Pariſhes of *Stanſted Mountfitchet*, and *Elſenham* aforeſaid, which in the ſaid Plan are reſpectively marked or diſtinguiſhed by the Letters (A. and B.); the Reſervoir and Feeder for ſuppiying Water to the ſaid Canal and Cut in the Pariſh of *Elſenham*, *Great Henham*, otherwiſe *Henham on the Hill*, and *Little Henham*, which in the ſame Plan is or are marked or diſtinguiſhed by the Letter (C.); the Reſervoirs and Feeders for ſupplying Water to the ſaid Canal and Cut in the Pariſhes of *Great Henham* otherwiſe *Henham on the Hill*, and *Little Henham* aforeſaid, which in the ſame Plan are reſpectively marked or diſtinguiſhed by the Letters (D. and E.); the Feeder and Sough for ſupplying Water to the ſaid Canal and Cut in the Pariſh of *Newport* aforeſaid, which in the ſame Plan is or are marked or diſtinguiſhed by the Letter (F.); and the Reſervoir and Feeder for ſupplying Water to the ſaid Canal and Cut in the Pariſh of *Saffron Walden* otherwiſe *Chipping Walden*, and *Little Walden* otherwiſe *Little Saffron Walden*, and which in the ſaid Plan is or

Cut to Whaddon.

are marked or distinguished by the Letter (G.) which said Reservoirs and Feeders marked in the said Plan with the Letters (A. B. C. and D.) shall be respectively filled with Water from the Surplus or Flood-waters of the Springs, Rivers, Brooks, Streams or Watercourses upon which the same are respectively to be made; and which said Reservoirs and Feeders marked in the said Plan with the Letters (E. and G.) shall be respectively filled with the Surplus or Flood-waters which shall happen within the Districts wherein such last-mentioned Reservoirs or Feeders shall be situated; and also all such other Feeders, Soughs, Channels and Aqueducts for conveying such Surplus Flood and other Waters from all or any such Rivers, Brooks, Streams, and Watercourses to all and every or any of such Reservoirs, and from all and every or any of such Reservoirs to the said Canal and Cut, or either of them, or any Part thereof respectively, and also from any Reservoir or Reservoirs to be made as after mentioned; and to make, sink, and drive all such other Wells, Tunnels, Soughs, Levels, Perforations, Feeders, and Aqueducts, and to make, erect, and set up such and so many Weirs, Steam Engines, and other Machines, with proper Shafts and Tunnels thereto, for supplying the said Canal and Cut and Reservoirs with Water, and for conveying Water to or from the same, any or either of them, or from the same or any of them, to the other or others of them, or any Part thereof respectively, and for the Purpose of Navigation, or for any other Purpose necessary for the better making and maintaining of such Canal and Cut respectively, as they the said Company of Proprietors shall from Time to Time think proper and expedient; and also for effectuating the Purposes of this Act, to divert, alter, or vary the Course of all such Rivers, Brooks, Streams, or Watercourses which are or shall be situate, or run and flow within the Line or Track of the intended Canal or Cut, or which shall or may hinder, prevent, or otherwise obstruct the making of the said Canal and Cut, or either of them; and for the several Purposes aforesaid, by themselves, their Deputies, Engineers, Agents, Servants, and Workmen, to enter into and upon the Lands and Grounds of any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same, or any Part thereof, and to set out and ascertain such Part or Parts thereof as they the said Company of Proprietors shall think necessary and proper, for the making, completing, maintaining, improving, and easy using of the said Canal and Cut, and the other Works and Conveniencies hereby authorized to be made; and there to bore, dig, cut, trench, and sough, and also to remove, take, carry away, and lay any Earth, Clay, Stone, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel, Chalk or Sand, or any other Matters or Things which shall or may be dug or got in the making, or which may hinder, prevent or obstruct the making, carrying on, maintaining or repairing the said Canal and Cut, Aqueducts, Tunnels, Reservoirs, and other Works respectively, or of such Feeders, Trenches, Passages, Levels, Drains, Wells, and Watercourses, as shall or may be necessary or convenient to convey Water to or from the said Canal and Cut and Reservoirs respectively, according to the true Intent and Meaning of this Act; and also to make Carriage Roads and other Ways as well for the carrying and conveying of all Manner of Materials necessary or intended for the making, erecting, finishing, altering, repairing, amending, widening, enlarging, or improving of the said Canal, Cut, and other Works hereby authorized, as also for the Purposes of the said intended Navigation; and for the carrying and conveying of Goods, Wares,

Wares, Merchandize, and other Things, to and from the ſaid Canal and Cut; and alſo to make, build, drive, erect, and ſet up, in or upon the ſaid Canal and Cut, or in or upon the Lands adjoining or near thereunto reſpectively, ſuch and ſo many Bridges, Tunnels, Soughs, Aqueducts, Culverts, Sluices, Locks, Floodgates, Weirs, Banks, Dams, Pens for Water, Water Stanks, Reſervoirs, Baſons, Drains, Wharfs, Quays, Houſes, Toll-houſes, Warehouſes, Watch-houſes, Landing Places, Weighing Beams, Cranes, Dry Docks, and other Docks, Steam Engines, Machines, and other Works, Ways, Roads, Gates, Fences, and Conveniencies, as and where the ſaid Company of Proprietors ſhall think requiſite and convenient; and from Time to Time to alter, repair, and amend, or diſcontinue the ſame, or any or ſuch of them and no more, as the ſaid Company of Proprietors ſhall from Time to Time or at any Time hereafter deem it expedient and uſeful to repair, amend, alter, or diſcontinue, or ſhall deem it unneceſſary or inexpedient, or no longer neceſſary or expedient, to repair, amend, maintain, or continue for the Purpoſes of the ſaid intended Navigation; and to place, lay, work, or manufacture any Materials on the Lands or Grounds near or convenient to the Place or Places where the ſaid Works or any of them ſhall be carrying on; and alſo to make, ſet out, and appoint ſuch Towing Paths, Banks, Roads, and Ways, for the towing, haling, or drawing of Barges, Boats, Lighters, and other Veſſels paſſing upon the ſaid Canal and Cut reſpectively, with Men, Horſes, or otherwiſe, and ſuch convenient Places for Barges, Boats, and other Veſſels, to turn, lie, or paſs each other in, as the ſaid Company of Proprietors ſhall think proper and expedient; and alſo to dig, take, and carry away any Soil, Clay, Gravel, Sand, Chalk, Flint, or Stone, which ſhall be proper, requiſite, and convenient for the carrying on, repairing, and maintaining of the ſeveral Works aforeſaid or any of them, in or from the Grounds of any Perſon or Perſons adjoining or lying contiguous thereunto, or within the Diſtance of Four Hundred Yards therefrom; and alſo from Time to Time to make, build, erect, conſtruct, and keep in Repair any Piers, Arches, Aqueducts, and other Works, in, over, upon, or acroſs any Roads, Rivers, Brooks, or Valleys, for making, carrying on, eaſy uſing, maintaining, and repairing of the ſaid Canal and Cut, and Trenches and Towing Paths on the Sides thereof reſpectively; and to make ſuch Roads, Ways, Bridges, and Communications, as the ſaid Company of Proprietors ſhall find neceſſary and expedient for the Uſe and Accommodation of the Owners and Occupiers of any ſuch Lands or Grounds as ſhall be cut through, ſeparated, or divided, or otherwiſe affected by, or of which the Uſe or Occupation ſhall be obſtructed or rendered inconvenient, in conſequence of the making of the ſaid Canal and Cut, or either of them, or any Erections, Buildings, or other Works contiguous or near thereunto for the Uſe thereof reſpectively; and alſo to conſtruct, erect, ſet up, make, and do all and every or any other Works, Matters, and Things whatſoever, which they the ſaid Company of Proprietors ſhall think requiſite and neceſſary or convenient, for the making, completing, repairing, improving, carrying on, maintaining, and eaſy uſing of the ſaid Canal and Cut reſpectively, in purſuance and within the true Intent and Meaning of this Act; they the ſaid Company of Proprietors, their Deputies, Agents, Servants, and Workmen doing as little Damage as may be in the Execution of the ſeveral Powers to them hereby granted, and making Satisfaction in Manner herein-after mentioned, to the Owners or Proprietors, Tenants or Occupiers of and all

Making Satisfaction to Owners or Proprietors of Lands, &c.

Perſons intereſted in the Lands, Tenements, Hereditaments, Waters, Watercourſes, Brooks, or Rivers reſpectively, which ſhall be taken, uſed, removed, diverted, or prejudiced, for all Damages to be by them ſuſtained in or by the Execution of all or any of the Powers of this Act; and this Act ſhall be ſufficient to indemnify the ſaid Company of Proprietors and their Deputies, Servants, Agents, and Workmen, and all other Perſons whomſoever, for what they or any of them ſhall do by virtue of the Powers hereby granted, ſubject nevertheleſs to ſuch Proviſoes and Reſtrictions as are herein-after mentioned.

Power to make Railways, Inclined Planes, &c. if deemed neceſſary.

II. And be it further enacted, That in caſe the ſaid Company of Proprietors ſhall deem it more expedient, that Boats, Barges, or other Veſſels, Waggons, or other Carriages, or any Manure, Goods, Wares, or other Things ſhould be conveyed over or along any Part or Parts of the propoſed Track or Line in which the ſaid intended Canal or Cut is herein-before directed to be carried by Means of One or more Railway or Tramroad, Railways or Tramroads, Rollers, Inclined Planes, or in any other way than by Water, then and in every ſuch Caſe it ſhall and may be lawful for the ſaid Company of Proprietors to cauſe any Railways or Tramroads, Inclined Planes, or other Works with or without Water, to be made for that Purpoſe, at ſuch Part or Parts, Place or Places, in or near to ſuch propoſed Line of the ſaid Canal and Cut reſpectively, as they ſhall think proper, order, and direct, and the ſame when made ſhall be deemed and conſidered as Part of the ſaid Canal and Cut in like Manner as though ſuch Part or Parts, Place or Places had been made navigable.

No Carriage to paſs on the Railway unleſs conſtructed as directed by the Company.

III. And be it further enacted, That no Perſon or Perſons ſhall, without the Conſent of the ſaid Company of Proprietors, paſs upon any Rail or Carriage-ways or Stone Roads to be made by the Authority of this Act, with any Waggon or other Carriage unleſs the ſame be conſtructed agreeably to the Orders and Regulations of the ſaid Company of Proprietors, (which Orders and Regulations ſhall be ſtuck up on a conſpicuous Part of every Stop Gate and Houſe erected on ſuch Rail and Carriage-ways or Stone Roads for the collecting of the Rates and Tolls hereby granted), except in croſſing the ſame for the convenient Occupation of the adjacent Land, or in paſſing on any public or private Carriage Road which may croſs the ſaid Rail or Carriage-ways or Stone Roads or any of them; and in caſe any Perſon or Perſons ſhall offend herein, every Perſon ſo offending ſhall for every ſuch Offence forfeit and pay to the ſaid Company of Proprietors the Sum of Five Pounds.

Width of Canal, &c.

IV. And be it further enacted, That the Lands or Grounds to be taken and uſed for the ſaid Canal and Cut, and the Towing Paths, Banks, and Side Drains thereof reſpectively, and the Ditches and Fences for ſeparating ſuch Towing Paths, Banks, and Side Drains from the adjoining Lands, ſhall not exceed Forty-five Yards in Breadth, meaſured horizontally, except in ſuch Places where any Dock, Baſon, Reſervoir, Sluice, or Weir ſhall be made, or where the ſaid Canal and Cut ſhall be raiſed higher, or ſhall be cut more than Seven Feet deeper than the preſent Surface of the Land, and except in ſuch Places where it ſhall be judged neceſſary for Boats, Barges, and other Veſſels to turn, lie, or paſs each other in, or where any Warehouſe, Crane, or Weighing Beam ſhall be erected, or where any Dock or Baſon for the Accommodation of Veſſels, or any Wharf ſhall be made for the Landing or Delivery of any Goods, Wares,

Wares, or Merchandize which ſhall be carried or conveyed on the ſaid Canal and Cut; nor more than One hundred and fifty Yards in Breadth in any Place, except where the ſaid Canal and Cut ſhall paſs through or over any Common or Waſte Lands, or where the Owner or Owners of any Lands or Grounds through which the ſaid Canal and Cut will paſs ſhall deſire to have the ſame made wider at his, her, or their own Expence, in that Part of his, her, or their Lands or Grounds reſpectively, through which the ſame will paſs.

Where Roads are injured others to be made.

V. Provided always, and be it further enacted, That in all Caſes where it ſhall be found neceſſary in making the ſaid Canal and Cut, to cut through or take, or ſo much to injure any Part of any Carriage or Horſe Road or Footway either public or private, as to render the ſame impaſſable or inconvenient for Travellers or Carriages or the Perſons entitled to the Uſe thereof, the ſaid Company of Proprietors ſhall at their own Expence, before any ſuch Road or Way ſhall be cut through, taken, or injured as aforeſaid, cauſe a good and ſufficient Carriage or Horſe Road or Foot-way (as the Caſe may require) to be ſet out and made inſtead thereof, as convenient for Paſſengers and Carriages as the Road to be cut through, taken, or injured as aforeſaid, or as nearly ſo as Circumſtances will permit, and ſhall cauſe the ſame to be put into good and ſubſtantial Order and Condition.

Not to make or conſtruct any Works within the Park of the Rt. Hon. Richard Lord Braybrooke.

VI. Provided always and be it further enacted, That the ſaid Company of Proprietors ſhall not be hereby authorized or empowered to make or conſtruct any Sough, Aqueduct, Reſervoir, Baſon, Shaft, Feeder, Channel, Trench, or Paſſage, Engine or any other Works within the Park of the Right Honourable *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Succeſſors, ſituate at *Audley End* in the ſaid County of *Eſſex*, or to open the Ground or Soil thereof, or of any Part thereof; and that they the ſaid Company of Proprietors ſhall not be authorized or empowered to bore, dig, cut, trench ſough, get, remove, take, carry away or lay in or upon the ſaid laſt mentioned Park, any Earth, Clay, Stone, Soil, Rubbiſh, Trees, Roots of Trees, Gravel, Chalk, or Sand, or any other Matter or Thing which may be dug or got in making the ſaid Canal, or any Shaft, Reſervoir, Tunnel, Feeder, Aqueduct, or other Works, or do or permit or ſuffer to be done any Act, Matter, or Thing which may be or grow to the Damage, Nuiſance, Hindrance, or Annoyance of the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Succeſſors, within the ſaid Park, or any Part thereof.

For making Compenſation to the Rt. Hon. Richard Lord Braybrooke for Lands prejudiced.

VII. Provided always, and be it further enacted, That full Compenſation and Satisfaction ſhall be made to the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Aſſigns, and his or their Tenants, for all and every or any of his or their Lands or Grounds, which ſhall or may be damaged or prejudiced by the laying thereon of any Earth, Clay, Stone, Soil, Rubbiſh, Trees, Roots of Trees, Gravel, Chalk, Sand, or any other Matter or Thing, in making the ſaid Canal, Shafts, Reſervoirs, Baſons, Tunnels, Feeders, Aqueducts, or other Works; and in caſe the ſaid Company of Proprietors, and the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Aſſigns, cannot or do not agree as to the Amount of ſuch Compenſation or Satisfaction, the ſame ſhall be aſcertained and ſettled by the Verdict of a Jury in Manner herein-after mentioned.

VIII. Provided

Not to take Water from the Streams running into the River between Shortgrove and Audley End.

VIII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors to take or use, or suffer to be taken or used for the Purposes of this Act, any of the Streams of Water, Rivulets, or Brooks, by or from which the River running and flowing into and through the Park of the said *Richard Aldworth Griffin* Lord *Braybrooke*, situate at *Audley End* aforesaid, now or usually hath been supplied with Water, (save and except only such Water as may be collected in Time of Floods and conducted at such Times only into any Reservoir or Reservoirs, for the Use of the said Canal and Cut; and save and except such Water as may be necessary for puddling the said Canal and Cut, or either of them, or any Reservoir or Reservoirs for supplying the same with Water, or the Banks or Sides thereof, or any Part thereof, whilst the same shall be making), and that the said Company of Proprietors shall and they are hereby required, at their own proper Costs and Charges, as soon as the said Canal shall be cut, and at all Times thereafter, to make, lay, construct, and form, and to maintain and keep in good Repair in all Places where it may be requisite, to prevent the said Canal from intersecting any such Streams of Water, Rivulets, or Brooks, proper Tunnels, Arches or Pipes, of sufficient Size and Dimensions, in order that the Waters usually running and flowing into the said River between *Shortgrove* and *Audley End* aforesaid, may so run and flow undiminished, without Obstruction or Injury in their present Courses and Channels, under the said Canal into the said River.

For removing Works in case of taking Water from such Streams.

IX. And be it further enacted, That if at any Time the Streams, Rivulets, or Brooks, usually running and flowing into the said River between *Shortgrove* and *Audley End* aforesaid, shall at any Time or Times be taken or used, diverted, injured, or obstructed in the Execution of this Act, save and except as herein-before mentioned, and they the said Company of Proprietors or their Clerk or Treasurer shall have received Notice in Writing under the Hand or Hands of the said *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Assigns, to remove or alter any of the Works so taking, using, diverting, injuring or obstructing such Streams, Rivulets, or Brooks, and shall, for the Space of Twenty-one Days after such Notice, neglect or refuse to remove or alter such Works, it shall be lawful for the said *Richard Aldworth Griffin* Lord *Braybrooke*, his Heirs or Assigns, and his or their Agent or Steward, or other Person or Persons under his or their or any of their Order or Direction, at the Costs, Charges, and Expences of the said Company of Proprietors, to remove or alter any such Work, so taking, using, diverting, injuring or obstructing the said Streams, Rivulets, or Brooks, and do all further and requisite Acts and Deeds which may be necessary to restore and return the said Streams, Rivulets, and Brooks, in all Respects to their usual and accustomed Course and Channel, without becoming subject or liable to any Suit, Action, Prosecution, Fine, Penalty, or other Proceedings, on account thereof, any Thing herein contained to the contrary thereof in anywise notwithstanding.

No Buildings to be erected between the Canal, &c. and the Park

X. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or empower the said Company of Proprietors, or any of their Servants, Agents, or Workmen, or any Person whom-

whomſoever, to make, build, erect, or ſet up, any Houſes, Warehouſes, Toll Houſes, Watch Houſes, Towing-paths, Landing Places, Weighing Beams, Cranes, Steam Engines, or Machines, or other Erections or Buildings, or to lay any Earth, Clay, Stones, Soil, Rubbiſh, Trees, Roots of Trees, Gravel, Chalk, Sand, or any other Matter or Thing which may be dug or got in making the ſaid Canal, Shafts, Reſervoirs, Baſons, Tunnels, Feeders, Aqueducts, or other Works, on any Place or Places ſituate or lying between the Park Wall of the ſaid *Richard Aldworth Griffin* Lord *Braybrooke* at *Audley End* aforeſaid and the Banks of the ſaid Canal, or upon the Ground lying between the Banks of the ſaid Canal, or of any Reſervoir or Reſervoirs, Baſon or Baſons next to the ſaid Park Wall. of the Rt. Hon. Richard Lord Braybrooke.

XI. Provided always, and be it further enacted, That no Barge, Boat, Lighter or other Veſſel, navigated upon the ſaid Canal, ſhall be permitted or ſuffered by any Means whatever to ſtop, lie to, or be moored, detained or faſtened, for the Purpoſe of loading, unloading, ſhipping or landing of any Goods, Wares, Merchandize, or other Things, or for any other Purpoſe whatever, at or upon any Part of the ſaid Canal, or any of the Banks or Sides thereof, ſituate, lying, and being between the Southern Entrance of the intended Tunnel at *Audley End* and the Boundary Line of the Pariſhes of *Saffron Walden* and *Newport* aforeſaid, at the Place where the ſame croſſes the Line of the ſaid Canal, or from the Northern Entrance of the intended Tunnel on the North Side of *Saffron Walden*, to the North End Road, or at or upon any Part of the ſaid Canal on the South Side of the Village of *Newport*, where the ſame paſſes through the Lands, Grounds, and Premiſes now belonging to *Martha Cranmer*, or at or upon any Part of the ſaid Canal between the Points where the Feeder from the Reſervoir marked or diſtinguiſhed by the Letter B. in the Plan thereof, depoſited with the Clerk of the Peace for the County of *Eſſex*, enters the ſaid Canal and *Stanſted Street*. Barges not to be moored in certain Places.

XII. And be it further enacted, That the ſaid Company of Proprietors ſhall at their own Coſts and Charges, within Six Calendar Months after the ſaid Canal and Towing Paths, and the Reſervoirs, Baſons, and Aqueducts thereto belonging, ſhall be dug out and formed, divide and ſeparate, and keep conſtantly divided and ſeparated, the ſaid Canal, Towing Paths, Reſervoirs, Baſons, and Aqueducts thereto belonging, from the Park, and all other the Lands and Grounds of the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, ſituate in the ſeveral Pariſhes of *Saffron Walden*, *Wendens* and *Littlebury*, in the ſaid County of *Eſſex*, by a cloſe Pale Fence of the Height of Six Feet at the leaſt, to be made and ſet out upon the Lands or Grounds which ſhall be purchaſed by, conveyed to, or veſted in the ſaid Company; and the ſaid Company ſhall at their own proper Coſts and Charges from Time to Time, and at all Times, maintain and ſupport, and keep in good and ſubſtantial Repair, all ſuch Fences and every Part thereof ſo to be ſet up and made as aforeſaid. For fencing off Canal, &c. from the Park and Lands of the Rt. Hon. Richard Lord Braybrooke.

Extent of the Fence; by what Kind of Fence.

XIII. Provided always, and be it further enacted, That in caſe any Lock-keeper or Lock-keepers, Collector or Collectors of Rates or Tolls, or other Officer or Servant, who ſhall be employed by the ſaid Company of Proprietors in or upon the ſaid Canal, or in or upon any of the Works belonging thereto, within the Manors of *Chipping Walden* and *Brook Walden*, or either of them, or the Liberties thereof, or any Part or Parts thereof, ſhall Penalties on Servants of the Company treſpaſſing on the Eſtates of the Rt. Hon. Richard Lord Braybrooke.

ſhall do or ſuffer to be done or committed, any Nuiſance, Treſpaſs or Damage, in or to the Park or Plantations, Lands or Grounds of the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, *Martha Cranmer*, *Ebenezer Fuller Maitland*, or *George Ruſh*, his, her, or their Heirs or Aſſigns, every ſuch Perſon ſo offending ſhall forfeit and pay to the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, *Martha Cranmer*, *Ebenezer Fuller Maitland*, or *George Ruſh*, his, her, or their Heirs or Aſſigns, for every ſuch Offence a Sum not exceeding Five Pounds; and it ſhall be lawful to and for any Juſtice of the Peace for the ſaid County of *Eſſex*, if thereto required by the ſaid *Richard Aldworth Griffin* Lord *Braybrooke*, *Martha Cranmer*, *Ebenezer Fuller Maitland*, or *George Ruſh*, his, her, or their Heirs or Aſſigns, or his or their Steward or Agent for the Time being, upon ſufficient Proof upon Oath being made before ſuch Juſtice of any ſuch Nuiſance, Annoyance, Treſpaſs or Damage, by Warrant under his Hand and Seal, to order ſuch Perſon or Perſons to be diſcharged from the Service or Employment of the ſaid Company of Proprietors; and the ſaid Company of Proprietors ſhall, upon the Receipt of ſuch Warrant, or upon the ſame being delivered to the Clerk of the ſaid Company, cauſe all and every ſuch Perſon or Perſons to be diſcharged accordingly.

Not to reduce the Water in the Park of Joſeph Smith, Eſq.

XIV. Provided always, and be it further enacted, That the ſaid Company of Proprietors ſhall not be authorized or empowered by any Means to divert, reduce, or diminiſh the Water in the River running or flowing through the Park of *Joſeph Smith* of *Shortgrove*, in the ſaid County of *Eſſex*, Eſquire, nor take or divert any Stream or other Watercourſe, by which the Water uſually flowing or running into the ſaid River is ſupplied, except the Surplus Water of the Stream in the Vale leading to *Little Henham*, to ſupply a Reſervoir intended there to be made, and which Reſervoir is marked by the Letter E. in the Plan depoſited with the Clerk of the Peace of the ſaid County of *Eſſex*; and in caſe the ſaid Company of Proprietors ſhall by any Means divert, reduce, or diminiſh the ſaid Water in the ſaid River, or ſhall take or divert any Stream or other Watercourſe as aforeſaid, ſo as to reduce or diminiſh the ſame, except as before excepted, that it ſhall be lawful for the ſaid *Joſeph Smith*, his Heirs or Aſſigns, to give Notice thereof to the ſaid Company of Proprietors, or their Clerk, and in caſe the ſaid Company of Proprietors ſhall not, within Three Days from the Delivery of ſuch Notice, completely return all and every ſuch Stream or Streams to their uſual and accuſtomed Courſe or Channel, that it ſhall be lawful for the ſaid *Joſeph Smith*, his Heirs or Aſſigns, and his and their Agents, in ſuch Manner as he or they ſhall think fit, to enter into the Lands of the ſaid Company, and ſtop up all ſuch Channels whereby the ſaid Water ſhall have been diverted, and return the ſame into its antient Courſe until the ſaid River ſhall have been brought to its natural and accuſtomed Height, and the reaſonable Expence thereof ſhall be reimburſed by the ſaid Company of Proprietors; and in Default of reimburſing the ſame to the ſaid *Joſeph Smith*, his Heirs or Aſſigns, within Thirty Days after Demand made thereof, the ſame ſhall and may be recovered by Action at Law, in any of His Majeſty's Courts of Record at *Weſtminſter*, and without the ſaid *Joſeph Smith*, his Heirs or Aſſigns, becoming ſubject or liable to any Suit, Action, Proſecution, Fine, Penalty, or other Proceedings on account thereof; any Thing herein contained to the contrary thereof notwithſtanding.

XV. Provided

XV. Provided always, and be it further enacted, That the said Company of Proprietors shall, at their own proper Costs and Charges, make and maintain a sufficient and effectual Cut or Channel on the Side of the said intended Reservoir, situate in *Henham*, or of any other Reservoir hereafter to be made upon Streams now flowing into the River running into the Park of the said *Joseph Smith*, to communicate with the Stream at the upper End of such Reservoir or Reservoirs, and with the ancient Course and Channel at or near the lower End of such Reservoir or Reservoirs, and shall likewise make and maintain a good and substantial Weir or Weirs, so as to secure all the Water except Flood Waters, to flow into the usual Stream or Channel in which they now flow.

To make a Cut on the Side of the Henham Reservoir, to communicate with the Stream at the upper End thereof.

XVI. Provided always, and be it further enacted, That the Towing Path for the towing, haling, or drawing of Barges, Boats, Lighters, and other Vessels passing upon the said Canal, between a certain Place in the said Parish of *Newport* called *The Bury Water*, to the Northern Extremity of the Lands of the said *Joseph Smith*, shall be made, constructed, and continued on the Western Side of the said Canal, and not otherwise; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Towing Path between Bury Water and the Northern Extremity of the Lands of J. Smith, Esq. to be on the Western Side of the Canal.

XVII. And be it further enacted, That the said Company of Proprietors shall, at their own Costs and Charges, within Six Calendar Months after the said Canal and Towing Path shall be dug out and formed, divide and separate, and keep constantly divided and separated, the said Canal and Towing Path thereto belonging, from the Orchard of the said *Joseph Smith* at *Sparrow's End*, situate in the Parish of *Newport* aforesaid, by a close Pale Fence, of the Height of Five Feet at the least, to be made and set out upon the Lands or Grounds which shall be purchased by, conveyed to, or vested in the said Company; and the said Company shall, at their own proper Costs and Charges, from Time to Time, and at all Times, maintain and support, and keep in good and substantial Repair, all such Fences, and every Part thereof, so to be set up and made as aforesaid.

Company of Proprietors to divide the Canal, &c. on the Lands of Joseph Smith, Esquire, by a Pale Fence.

XVIII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize and empower the said Company of Proprietors, or any of their Servants, Agents, or Workmen, or any Person whomsoever, to make, build, erect, or set up any Houses, Warehouses, Toll Houses, Watch Houses, Landing Places, Weighing Beams, Cranes, Fire Engines, or Machines, or other Erections or Buildings, on any Place or Places situate or lying between the said *Bury* Water, in the said Parish of *Newport*, and the Northern Extremity of the Lands of the said *Joseph Smith*, or on the Fields numbered 5, 6, 7, in the Parish of *Quendon*, on the Field numbered 1, in the Parish of *Newport*, as laid down in the Map or Plan deposited with the Clerk of the Peace for the County of *Essex*.

No Houses, &c. to be erected on certain Grounds adjoining the Canal.

XIX. And whereas there are certain antient Duties payable on Carts, Carriages, Waggons, and Cattle passing and repassing over *Newport Bridge*, in the said County of *Essex*, within the Vicinity of the said intended Canal, and which Tolls and Duties may be diminished by the making of the said Canal; be it therefore further enacted, That whenever the Produce of the

Compensation for Tolls on Newport Bridge.

the ſaid Tolls and Duties in any Year, commencing from the Firſt Day of *January* next after the opening of the ſaid Canal, ſhall not amount to what they produced on an Average of the Three preceding Years, the ſaid Company of Proprietors ſhall and they are hereby required to pay to the Perſon or Perſons entitled to receive the ſaid Tolls and Duties, yearly and every Year within Sixty Days after ſuch Deficiency ſhall have been declared and proved to the Clerk of the ſaid Company of Proprietors, ſuch Sum or Sums of Money as with the Produce of the ſaid deficient Tolls and Duties ſhall amount to the Sum the ſaid Tolls and Duties had produced on ſuch Average as aforeſaid.

Not to take more of the Land of Thomas Edwards, Eſq. than neceſſary for the Canal, Banks, and Towing Paths, &c.

XX. Provided always, and be it further enacted, That nothing in this Act contained ſhall authorize and empower the ſaid Company of Proprietors to take more of the Lands of *Thomas Edwards* Eſquire, ſituate in the Pariſh of *Newport*, and County of *Eſſex*, called *The Orchard and Cocketts Croft*, and Nos. 47. and 48. in the Plan depoſited with the Clerk of the Peace of the County of *Eſſex*, for any of the Purpoſes of the ſaid Canal or the Works thereof, than ſhall be neceſſary for the Cut of the ſaid Canal, Banks, and Towing Path thereof; and that the Weſtern Line of the ſaid Canal and Bank and the Towing Path thereof, ſhall run parallel and cloſe to the Fence now dividing the ſaid Lands from the Lane leading to *Berry* Water, and adjoining ſuch Lands; and ſuch Towing Path ſhall be made and placed on the Weſtern Side of the ſaid Canal, ſo far as ſuch Lands extend; and that nothing herein contained ſhall extend, or be conſtrued to extend, or authorize and empower the ſaid Company of Proprietors, or any Owner or Owners of Lands or Grounds through or near which the ſaid intended Canal and Cut ſhall be made, to make, erect, or ſet up for his or their own Uſe, or for the Uſe of the Public, any Wharfs, Quays, Landing Places, Cranes, Weigh Beams, Warehouſes, or other Works, or to place any Earth or other Materials, to be dug in making the ſaid Canal, in or upon the ſaid Lands of the ſaid *Thomas Edwards*, called *The Orchard and Cockets Croft*, or either of them, or any Part of either of them, or otherwiſe require the Uſe thereof, or any Part thereof, for any other of the Purpoſes of the Act, except as laſt herein-before particularly mentioned; nor ſhall ſuch Company of Proprietors, Owner or Owners, make any Way or Ways, Road or Roads, on or upon the ſaid Lands, or any Part thereof, to lead to or from the ſame Canal, nor land any Goods or other Things upon, or otherwiſe uſe the Bank or Banks of the ſaid Canal, on the Eaſt Side of the Fence of the ſaid Canal, except for the Purpoſe of repairing the Bank when neceſſary, without the Conſent in Writing of the ſaid *Thomas Edwards*, his Heirs or Aſſigns, for any or either of the Purpoſes aforeſaid firſt had and obtained.

The Steam Engine if erected on Mrs. Cranmer's Eſtate to conſume its own Smoke.

XXI. Provided always, and be it further enacted, That in caſe the ſaid Company of Proprietors ſhall at any Time hereafter erect a Steam Engine on any Part of the Lands and Grounds belonging to the ſaid *Martha Cranmer*, then the ſame ſhall be erected on ſuch a Conſtuction as to burn or conſume the Smoke therefrom ariſing.

Compenſation to George Ruſh Eſquire.

XXII. And whereas *George Ruſh* Eſquire is now poſſeſſed of, and reſides in a Manſion Houſe ſituate in the Pariſh of *Elſenham*, in the County of *Eſſex*, called *Elſenham Hall*, and the Reſervoir marked C. on the Plan depoſited with the Clerk of the Peace for the County of *Eſſex*, is intended

to be made and formed very near thereto, and will occaſion ſo great a Nuiſance and Inconvenience to the ſaid *George Ruſh*, or ſuch other Perſon or Perſons as ſhall then be entitled to the ſaid Manſion Houſe, as to render it neceſſary for him, her, or them, to pull down the ſame, and erect a new one on ſome other Part of the Eſtate; and it is therefore reaſonable that the ſaid Company of Proprietors ſhould pay the Compenſation which may be proper to be given to the ſaid *George Ruſh*, on the commencing of the making any Part of the ſaid Canal, in order to enable the ſaid *George Ruſh* to remove his preſent Houſe, and erect another in lieu thereof, before the ſaid Reſervoir ſhall be begun to be made; be it therefore further enacted, That the ſaid Company of Proprietors ſhall, within One Month after their commencing the cutting or making of the ſaid Canal, or any of the Works belonging thereto, and after a Demand in Writing ſigned by the ſaid *George Ruſh*, or ſuch Perſon or Perſons as ſhall then be the Owner or Owners of the ſaid Manſion Houſe called *Elſenham Hall*, or by ſome Perſon or Perſons authorized to ſign the ſame by the ſaid *George Ruſh*, or ſuch Owner or Owners as aforeſaid ſhall have been ſerved upon the Treaſurer or Clerk of the ſaid Company for the Time being, make Compenſation to the ſaid *George Ruſh*, or ſuch other Perſon or Perſons as ſhall be then Owner or Owners of the ſaid Manſion Houſe called *Elſenham Hall*, and entitled thereto, for and towards the rebuilding the ſaid Manſion Houſe, and for the Inconvenience occaſioned thereby, ſuch Compenſation to be aſcertained and ſettled in Manner directed by this Act, in Caſes of other Compenſation; and ſuch Compenſation ſhall be excluſive of and beſides the Value or Compenſation to be paid for the Mill called *Elſenham Mill*, and of the Value or Compenſation to be paid for taking or injuring any of the Lands, Grounds, and Premiſes belonging to the ſaid *George Ruſh*, which are to be taken and appropriated for or injured by the ſaid Canal, Reſervoirs, and Feeders, which other Compenſation ſhall be aſcertained, ſettled, and paid, at the Times and in the Manner directed by this Act.

For arching over the Feeder through Mr. Maitland's Park.

XXIII. Provided always, and be it further enacted, That the ſaid Company of Proprietors ſhall and will cover over with a ſubſtantial and ſufficient bricked Arch ſuch Part of any Feeder, Channel, Trench, or Paſſage which ſhall be made in, through, or over the Park and Grounds of *Ebenezer Fuller Maitland* Eſquire, called *Elſenham Leys*, or the Woods lying therein, as the ſaid *Ebenezer Fuller Maitland*, his Heirs or Aſſigns, ſhall require to be ſo arched over, the Top of which Arch ſhall be at leaſt Three Feet below the preſent Surface of the Lands and Grounds over which the ſame ſhall be carried or made.

Feeder in Mr. Maitland's Park to be under his Controul.

XXIV. And be it further enacted, That the Feeder, Channel, Trench, or Paſſage running through the Park or Grounds of *Ebenezer Fuller Maitland* Eſquire ſhall be under the ſole Management and Controul of the ſaid *Ebenezer Fuller Maitland*, his Heirs or Aſſigns, or the Owner for the Time being of the ſaid Park, ſo as that the Navigation of the ſaid Canal ſhall not be impeded or injured thereby, who ſhall from Time to Time cleanſe and ſcour out the ſame, ſo that ſuch Feeder, Channel, Trench, or Paſſage may conſtantly be open, and in a proper State and Condition for conveying the Water from the Reſervoir marked on the Plan of the intended Canal, depoſited with the Clerk of the Peace for the County of *Eſſex* with the Letter A., to the Reſervoir marked on the ſame Plan

with the Letter B., when it ſhall be deemed neceſſary by the ſaid Company of Proprietors, they the ſaid Company reimburſing to the ſaid *Ebenezer Fuller Maitland*, his Heirs or Aſſigns, or the Owner for the Time being of the ſaid Park, the reaſonable Coſts and Charges which he, ſhe, or they ſhall be put to in ſcouring out and maintaining ſuch Feeder, Channel, Trench, or Paſſage; and in default of reimburſing the ſame to the ſaid *Ebenezer Fuller Maitland*, his Heirs or Aſſigns, or the Owner for the Time being of the ſaid Park, within Twenty-one Days after Demand made thereof, the ſame ſhall and may be recovered by Action at Law in any of His Majeſty's Courts of Record at *Weſtminſter*.

If Mr. Maitland does not clean out the Feeder the Company may do it.

XXV. Provided always, and be it further enacted, That if the ſaid Feeder, Channel, Trench, or Paſſage ſhall not be duly cleanſed and ſcoured out when neceſſary, it ſhall be lawful for the ſaid Company of Proprietors, their Agents or Servants, after Seven Days Notice thereof given in Writing to the ſaid *Ebenezer Fuller Maitland*, his Heirs or Aſſigns, or the Owner for the Time being of the ſaid Park, to enter into and upon the Lands and Grounds adjoining to the ſaid Feeder, Channel, Trench, or Paſſage, and to cleanſe and ſcour the ſame, any Thing herein contained to the contrary notwithſtanding.

Towing Path in the Pariſh of Stanſted Mountfitchet to be on South Side of Canal.

XXVI. Provided always, and be it further enacted, That the Towing Path to the ſaid Canal, from the Point marked No. 29. in the Pariſh of *Stanſted Mountfitchet*, in the Plan depoſited with the Clerk of the Peace for the County of *Eſſex*, where it croſſes the *Thaxted* Road, in the ſaid Pariſh of *Stanſted Mountfitchet*, in the County of *Eſſex*, to the Southern Entrance of the Tunnel in the ſame Pariſh, ſhall be on the South Side of the ſaid Canal.

Canal not to be diverted to South Side of Thaxted Road in a certain Part of the Pariſh of Stanſted.

XXVII. Provided always, and be it further enacted, That the Line of the Canal ſhall not be diverted to the South Side of the Road leading from *Stanſted Street* to *Thaxted*, between the Situation marked No. 29. in the Pariſh of *Stanſted Mountfitchet*, on the Plan depoſited with the Clerk of the Peace for the County of *Eſſex*, and the Field marked No. 39. in the ſaid Pariſh, on the ſaid Plan.

Servants of the Company of Proprietors not to have Acceſs to the Reſervoirs A. B. and C. but for certain Purpoſes.

XXVIII Provided always, and be it further enacted, That the Servants of the ſaid Company of Proprietors ſhall not at any Time have Acceſs to the Lands and Grounds of *Ebenezer Fuller Maitland* Eſquire, or *George Ruſh* Eſquire, in or about the Reſervoirs marked A, B, and C, in the Map or Plan depoſited with the Clerk of the Peace for the County of *Eſſex*, except for the Purpoſe of letting off the Water from the ſaid Reſervoirs, or repairing the Heads thereof, or doing any other neceſſary Work to the ſaid Reſervoir.

Not to take Water from the Granta River or Linton Brook.

XXIX. Provided alſo, and be it further enacted, That nothing herein contained ſhall be conſtrued to extend to authorize or empower the ſaid Company of Proprietors to take or ſuffer to be taken or uſed for the ſaid Canal and Cut, or ſuffer to flow or run into any Reſervoir or Reſervoirs, or other Works, any of the Water from the *Granta* River and the *Linton* Brook, or either of them, or any Brooks, Springs, Streams, Rivulets, or Watercourſes of any kind whatſoever, which do now or have heretofore run into the ſaid River and Brook, ſave and except only ſuch Water

Water as may be collected in Time of Floods, and conducted at such Times only into the said Canal and Cut, or any Reservoir or Reservoirs intended for the Use of the said Canal and Cut; and that the surplus Water which will be discharged from the said Canal and Cut, and not necessary for the Uses thereof respectively, shall, by all and every such Ways and Means as the said Company of Proprietors are by this Act authorized to make use of, be conducted into the *Granta* River at or near the Head Water of the Mill which is nearest to the Point of its Discharge from the Canal and Cut, if the Fall is sufficient, and if it be not, then into the Head Water of the next Mill upon the said River; and in case any Injury, Damage or Obstruction shall be done to such River, Brooks, Springs, Rivulets, or Watercourses, then such Injury, Damage, or Obstruction, shall without Delay be made good and repaired by the said Company of Proprietors; and in case of any Neglect or Delay of the said Company of Proprietors to make good, repair, and amend such Damage, Injury, or Obstruction, then any one or more of the Proprietors or Occupiers of any Mill or Mills upon the said River *Granta* is and are hereby empowered and authorized to commence any Action or Actions at Law against the said Company or Body Corporate, for the Recovery of Compensation in Damages, with Costs, or at his or their Option, to repair and make good such Damage and Injury as aforesaid, and the reasonable Expence thereof shall be reimbursed by the said Company of Proprietors; and in Default of reimbursing the same to the said Proprietor or Proprietors, Occupier or Occupiers of the said Mill or Mills within Thirty Days after Demand made thereof, the same shall and may be recovered by Action at Law in any of His Majesty's Courts of Record at *Westminster*.

Not to compel Proprietors of Mills to accept Compensation for Water.

XXX. Provided nevertheless, and be it further enacted, That nothing herein contained shall be construed to bind or oblige any Proprietor or Occupier of any Mill or Mills on the said River, to consent to, or in anyways be compelled to accept of any Compensation for the diverting of the Water out of the said River, except in Cases of Flood as aforesaid, or the diverting or turning any of the Streams, Brooks, Rivulets, and Watercourses now running into the said River, notwithstanding any Thing herein-before contained to the contrary in anywise.

Compensation to Lords of Manor of Great Henham.

XXXI. Provided always, and be it further enacted, That the Compensation to be made to the Lords and Lady of the Manor of *Great Henham*, otherwise *Henham on the Hill*, for the Land and Stream of Water herein directed to be taken for the Purpose of making a Reservoir, shall be made in Money, (which said Money or Compensation shall be duly paid before any Part of the said Land shall be entered upon, taken, or begun to be dug up by the said Company); and that in estimating such Compensation, the Value of the Water taken, and the general Damage done to *Henham* Manor Farm, shall be taken into Consideration, as well as the intrinsic Value of the Land taken; and that the said Reservoir shall be separated from the Residue of the said Farm, by a good live Quick Fence, which shall be planted, guarded, weeded, and brought up by the said Company of Proprietors, till the same shall be a good Fence against Sheep and Cattle; and that all Injury and Damage which the Lessee or Tenant of the said Farm shall sustain, shall be separately paid for by the said Company; and the Money to be paid for such Compensation shall be applied in like Manner as any Money awarded or agreed

to be paid for the Purchase of Lands, Tenements, or Hereditaments, are hereby directed to be applied.

Water flowing from Elsenham Mill Stream or an Equivalent to be reserved.

XXXII. And whereas the Water flowing into the River *Stort* from the *Elsenham* Mill Stream is material for the Use and Supply of the Mills situate on the said River; be it therefore enacted, That the Water flowing from the *Elsenham* Mill Stream into the River *Stort*, or a Quantity of Water equivalent thereto, and to be ascertained as after-mentioned, shall be preserved and continued or supplied for the Use of the said Mills situate on the said River *Stort*; and for the Purpose of ascertaining the usual and average Quantity of Water flowing from that Source into the River *Stort*, that one Engineer shall be appointed by and on the Behalf of the said Company of Proprietors, and another Engineer by and on the Behalf of the Occupiers of the Mills situate on the said River *Stort*, and that such Two Engineers shall, and they are hereby required to fix and determine upon the general average Quantity of Water usually flowing from the said *Elsenham* Mill Stream into the said River between the Twenty-fifth Day of *April* and the Twenty-fifth Day of *October*, and to ascertain and direct the proper Mode of bringing or continuing the same into the said River, so and in such Manner as that the same shall be turned into *Parsonage* Mill Head, in the Parish of *Bishop Stortford*; and if the said Engineers so to be appointed shall not agree touching the same, then the said Engineers shall, and they are hereby required to refer the Matter in Difference to another Engineer to be by them appointed for that Purpose, who shall, and he is hereby required to determine and settle the same within Three Calendar Months next after he shall be so appointed; and the said *Elsenham* Mill Stream shall not be diverted or turned from the said River *Stort* until such equivalent Quantity of Water to be ascertained in Manner aforesaid shall be adjusted and settled, and brought into the said River at the *Parsonage* Mill Head aforesaid.

Not to deprive the Owners of the Mills on the Granta from the Falls or Head Waters.

XXXIII. Provided always, That nothing in this Act contained shall extend to authorize the said Company of Proprietors to make or place any such Gauge or Weir, so as to deprive or preclude the Owners or Proprietors of any of the Mills situate upon the River *Granta* of or from the full Falls or Heads of Water to be found between the Tail of the Mill next above and the Head Water of the Mill next below the same on the said River, without the Consent in Writing of the Owners or Proprietors of the said Mills first had and obtained for that Purpose.

For ascertaining Surplus or Flood Waters.

XXXIV. Provided always, and be it further enacted, That for the better ascertaining the Surplus or Flood Waters, which the said Company of Proprietors shall be authorized to take by virtue of this Act, one Engineer or other proper Person shall be appointed by and on Behalf of the Majority of the Owners and Occupiers of the several Mills and Manufactories upon the said Rivers, Springs, Brooks, Streams, and Watercourses, and other Person or Persons interested in the same Rivers, Brooks, Streams, and Watercourses; and another Engineer or other fit and proper Person by and on the Behalf of the said Company of Proprietors; and such Persons so to be appointed shall and they are hereby required to examine the Height and State of such Rivers, Brooks, Streams, and Watercourses, in ordinary Seasons, and to ascertain and determine the Place or Places where a proper Gauge or Gauges, Weir or Weirs, shall be placed thereon, or upon the

Aqueducts

Aqueducts or Feeders conducting such Surplus or Flood Waters from thence to or into the said Canal and Cut respectively, or to or into any Reservoirs or other Works for supplying the same, and the Plan, Nature, Construction, Dimensions, and Levels of such Gauge or Gauges, Weir or Weirs, for the Purpose of discharging such Surplus or Flood Waters into the said Canal and Cut, or the Reservoirs belonging thereto, from the said Rivers, Brooks, Streams, and Watercourses, and for preventing any of the ordinary Quantity of Water therein from being taken therefrom respectively; and also to ascertain the Means of guarding and protecting such Gauge or Gauges; and if the Two Engineers or other Persons so to be appointed as aforesaid shall not within Six Calendar Months from and after their being so appointed, agree touching the Plan, Situation, Nature, Construction, Dimensions, and Levels of such Gauge or Gauges, Weir or Weirs respectively, and the Means of guarding and protecting the same, then the said Engineers or other Persons shall and they are hereby required, within the Space of Twenty-one Days afterwards, to refer the Matter or Difference to some other Engineer or other proper Person to be by them appointed for that Purpose, who shall and he is hereby required to determine and settle the same within Three Calendar Months after he shall be so appointed.

In case of Non-appointment, Company to appoint their own Engineer.

XXXV. Provided nevertheless, and be it further enacted, That in case the said Owners or Occupiers of Mills and other Manufactories, or other Persons interested in the said Rivers, Brooks, Streams, and Watercourses, shall not, within Two Calendar Months after Notice in Writing given to them by the said Company of Proprietors or their Agent, or left at their usual Place or Places of Abode, appoint an Engineer, or fit and proper Person on their Part for the Purposes aforesaid, then and in such Case it shall be lawful for the said Company of Proprietors, and they are hereby required to appoint their own Engineer for such Purposes; and it shall be lawful for such last-mentioned Engineer alone, and he is hereby required to fix and regulate such Gauge or Gauges, Weir or Weirs as aforesaid, in the same Manner as if the same were fixed and regulated by such Engineers, or other Persons as aforesaid, jointly and together.

Company entitled to take the Flood Water out of the Rivers.

XXXVI. And be it further enacted, That when the Water in the said Rivers, Brooks, Streams, and Watercourses, shall, by Floods or the Downfall of Showers, or from any other Cause, be raised or increased beyond the ordinary Quantity, and shall be above the Height of such Gauge or Gauges, such Increase shall be considered and taken as Surplus or Flood Water; and it shall be lawful for the said Company of Proprietors, and they are hereby authorized from Time to Time, to take such Surplus or Flood Waters therefrom respectively, as shall be necessary for the Purposes of the said Navigation: Provided always, that no such Surplus or Flood Waters shall be taken by the said Company of Proprietors until such Gauge, Weir or Weirs, shall have been fixed and regulated, except for the Purpose of puddling and lining the Canal.

Not to take any Mills without the Consent of the Owners.

XXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company of Proprietors in the Execution of this Act, to take any of the Mills situate in, upon, or near to the Line of the said intended Canal and Cut, or either of them, or the Water in the Rivers, Brooks, or Streams, supplying

plying the ſame, or any of them, without the Conſent in Writing of the Owner or Owners of ſuch Mills reſpectively, ſave and except the ſaid Mill called *Elſenham Mill*, and the Brooks, Streams, or Rivulets, ſituate in the Pariſh of *Great Henham* otherwiſe *Henham on the Hill*, *Little Henham*, and *Elſenham* aforeſaid, and now running to, and ſupplying the ſaid laſt mentioned Mill in Manner herein-before mentioned, and ſave and except Flood or Surplus Water in Times of Floods.

Water in the Canal to be level with the Head Water at Duxford Mill.

XXXVIII. Provided always, and be it further enacted, That the Water in the ſaid Canal from a Road which croſſes the River on the South Eaſt Side of a Cloſe called *Corn Biggin*, until it reaches a certain Common called *Duxford Common*, in the ſaid County of *Cambridge*, ſhall be kept at a ſufficient Height ſo as to be equal at leaſt to the Height of the Head Water at a certain Mill called *Duxford Mill*.

Not to carry the Canal over the Whittlesford Bridge Road, unleſs within Sixty Yards of the Red Lion PublicHouſe.

XXXIX. Provided alſo, and be it enacted, That nothing in this Act contained ſhall extend to authorize or empower the ſaid Company of Proprietors, to make or carry the ſaid Canal over or acroſs the Road called the *Whittlesford Bridge Road*, except at ſuch Part of the ſaid Road as ſhall be within the Diſtance of Sixty Yards from a certain Houſe ſituate in the Pariſh of *Duxford*, and called or known by the Name or Sign of the *Red Lion Public Houſe*, without the Conſent in Writing of the Right Honourable *Charles Long*, his Heirs or Aſſigns, firſt had and obtained.

Regulations for Towing Paths in the Pariſhes of Duxford and Pampisford.

XL. Provided always, and be it further enacted, That the Towing Path for the towing, haling, or drawing, of Barges, Boats, Lighters, and other Veſſels, paſſing upon the ſaid Canal between a certain Place or Cloſe called *Corn Biggin*, in the Pariſh of *Duxford*, and the Point where the ſame is intended to croſs the Road leading to *Duxford* Mill aforeſaid, ſhall be made, conſtructed, and continued on the Eaſtern Side of the ſaid Canal, and after croſſing the Bridge, to be there made over the ſaid Canal, that ſuch Towing Path ſhall from thence be made, conſtructed, and continued on the Weſtern Side of the ſaid Canal, until it reaches the Pariſh of *Pampisford* in the ſaid County of *Cambridge*.

Protecting the Stort Navigation from Damage in making the propoſed Canal.

XLI. Provided always, and be it further enacted, That in making and carrying on the Works which ſhall be or at any Time hereafter may be neceſſary either for opening, completing, or maintaining uninterrupted and effectual the Navigation and Junction of the propoſed Canal with the ſaid *Stort* Navigation, the ſaid Company of Proprietors ſhall not do any Act or Acts whereby to injure, damage, or impede the Navigation of the ſaid River *Stort*, or any Works thereon, from or by Means of any Works neceſſary to the making and maintaining ſuch Junction as aforeſaid; and in caſe any Injury, Damage, or Obſtruction ſhall be done, then ſuch Injury, Damage, or Obſtruction, ſhall without Delay be made good and repaired by the ſaid Company of Proprietors; and in caſe of any Neglect or Delay of the ſaid Company of Proprietors to make good, repair, and amend ſuch Damage, Injury, or Obſtruction to the Navigation of the ſaid River *Stort*, then the ſaid Sir *George Duckett*, his Heirs and Aſſigns, is and are hereby authorized to repair and make good ſuch Damage and Injury as aforeſaid, and the reaſonable Expence thereof ſhall be reimburſed by the ſaid Company of Proprietors; and in Default of reimburſing the ſame to the ſaid Sir *George Duckett*, his Heirs or Aſſigns, within Twenty-one Days after

after Demand made thereof, the ſame ſhall and may be recovered by Action at Law in any of His Majeſty's Courts of Record at *Weſtminſter*.

Not to affect the Stort Navigation.

XLII. And be it further enacted, That nothing herein contained ſhall extend or be conſtrued to extend to debar, deprive, or hinder the ſaid Sir *George Duckett*, his Heirs and Aſſigns, from the full Uſe and Enjoyment of all and every Authorities, Powers, Rights, and Privileges granted to him or them in and by any Act of Parliament paſſed for making and continuing navigable the River *Stort*; any Thing in this Act contained to the contrary thereof in anywiſe notwithſtanding.

For protecting Hobſon's Conduit

XLIII. And whereas there is in the Town of *Cambridge* a certain Conduit called *Hobſon's Conduit*, which is veſted in Truſtees or Feoffees for the Benefit of the Inhabitants of the ſaid Town, and of the Maſters, Fellows, and Scholars of the ſeveral Colleges of *Chriſt* and *Emanuel*, in the Univerſity of *Cambridge*, and other Perſons: And whereas the ſaid Conduit is ſupplied with Water from certain Springs and Watercourſes in the Vicinity of the ſaid Town, near to which the Line of the intended Canal is propoſed to be carried, and a plentiful Supply of pure and wholeſome Water, being eſſential to the Health and Comfort of the ſaid Inhabitants, Maſters, Fellows, and Scholars, it is juſt and reaſonable that the ſaid Company of Proprietors be prohibited from uſing, diverting, intercepting, or injuring any of the Springs, Waters, or Watercourſes from whence the ſaid Conduit is ſupplied with Water; be it therefore enacted, That nothing in this Act contained ſhall authorize or empower the ſaid Company of Proprietors, or any of their Servants, Agents, or Workmen, to take, uſe, injure, or diminiſh, or cauſe or ſuffer to be taken, uſed, injured, or diminiſhed any of the Springs of Water, Waters, Rivers, or Brooks, by or from which the Conduit in the Town of *Cambridge* called *Hobſon's Conduit*, now is or uſually hath been ſupplied with Water, or to divert, intercept, alter, obſtruct, or diminiſh, or cauſe or ſuffer to be diverted, intercepted, altered, obſtructed, or diminiſhed any Stream, Watercourſe, or Channel, along or through which the Water for ſupplying the ſaid Conduit is or would otherwiſe be carried or conveyed; and that the ſaid Company of Proprietors ſhall and they are hereby required at their own proper Coſts and Charges, as ſoon as the ſaid Canal ſhall be cut, at all Times thereafter to lay, make, conſtruct, and form, and to maintain and keep in good Repair in all Places where it may be requiſite, to prevent the intended Canal from intercepting or interſecting any ſuch Stream, Watercourſe, or Channel, proper Soughs, Tunnels, Arches, or Pipes, of ſufficient Size and Dimenſions, in order that the Waters for ſupplying the ſaid Conduit may flow undiminiſhed, and without any Adulteration or Injury in their preſent Courſes and Channels, to the ſaid Conduit called *Hobſon's Conduit*, and that if at any Time the ſaid Company of Proprietors, their Servants, Agents, or Workmen, ſhall take, uſe, injure, or diminiſh, divert, intercept, alter, or obſtruct, or cauſe or ſuffer to be taken, uſed, injured, diminiſhed, diverted, intercepted, altered, or obſtructed any of ſuch Springs of Water, Waters, Rivulets, Brooks, Streams, or Watercourſes, or ſhall neglect ſo to lay, make, conſtruct, or form, or to maintain and keep in Repair any ſuch Sough, Tunnel, Arch or Pipe, as herein-before directed, to be laid, made, maintained, or kept in Repair, the ſaid Company of Proprietors ſhall in every Caſe forfeit the Sum of Ten thouſand Pounds to the Feoffees or Truſtees of the ſaid Conduit called *Hobſon's Conduit*; and

and the Maſters, Fellows, and Scholars of the ſaid Two Colleges, to be paid out of the Monies to be raiſed, received, or collected by virtue of this Act, and to be recovered from the ſaid Company of Proprietors by any Three or more of the ſaid Feoffees or Truſtees, Maſters, Fellows, and Scholars, by Action of Debt in any of His Majeſty's Courts of Record at *Weſtminſter*, in which no Eſſoign, Protection, or Wager of Law, or more than One Imparlance ſhall be allowed; and every ſuch Penalty when recovered, ſhall be applied for the Purpoſes and Benefit of the ſaid Truſt.

For reſtoring Streams ſupplying Hobſon's Conduit.

XLIV. And be it further enacted, That if the Wells, Streams, Watercourſes, or Channels by means or from which the ſaid Conduit called *Hobſon's Conduit*, is now ſupplied with Water, ſhall at any Time or Times be uſed, diverted, injured, obſtructed, intercepted, or interſected by any Works executed or to be executed by or by the Direction or Authority of the ſaid Company of Proprietors, and they or their Clerk or Treaſurer ſhall have received Notice in Writing under the Hands of Three or more of the Feoffees or Truſtees of the ſaid Conduit called *Hobſon's Conduit*, or of the ſaid Maſters, Fellows, and Scholars of the ſaid Two Colleges, to remove or alter any ſuch Works ſo uſing, diverting, injuring, obſtructing, intercepting, or interſecting ſuch Waters, Streams, Watercourſes or Channels, and ſhall for the Space of Six Days after ſuch Notice neglect to remove or alter ſuch Works, it ſhall be lawful for any Perſon and Perſons having the Order and Direction in Writing of any Three or more of ſuch Feoffees or Truſtees, Maſters, Fellows, and Scholars, at the Coſts and Expences of the ſaid Company of Proprietors to remove, take away, and deſtroy any ſuch Work ſo uſing, diverting, injuring, obſtructing, intercepting, or interſecting the ſaid Waters, Streams, Watercourſes, or Channels, and to do all further and requiſite Acts and Deeds which may be neceſſary to reſtore and retain the ſaid Streams, Waters, and Watercourſes in all reſpects to, and in the uſual and accuſtomed Courſe and Channel, without becoming ſubject or liable to any Suit, Action, Proſecution, Fine, Penalty, or other Proceedings on account thereof; any Thing in this Act contained to the contrary thereof in anywiſe notwithſtanding; and this Act ſhall be a ſufficient Authority for an Indemnity to all Perſons ſo acting under ſuch Order and Direction as aforeſaid: And it ſhall and may be lawful for any Juſtice of the Peace for the County of *Cambridge*, (not intereſted in the Premiſes), to aſcertain and ſettle ſuch laſt-mentioned Coſts and Expences, and ſuch Coſts and Expences when ſo aſcertained ſhall and may be levied by Diſtreſs and Sale of the Goods and Chattels of the ſaid Company of Proprietors, by virtue of a Warrant under the Hand and Seal of any Juſtice of the Peace for the County, Town, or Place in which any of the Goods and Chattels of the ſaid Company of Proprietors can or may be found, (and which Warrant ſuch Juſtice is hereby empowered and required to grant) rendering the Overplus (if any), after deducting the Expences of ſuch Diſtreſs and Sale, on Demand to the Clerk or Treaſurer to the ſaid Company of Proprietors: And it ſhall and may alſo be lawful to and for ſuch Juſtice of the Peace to aſcertain and ſettle the Compenſation to be made to the Owners and Occupiers of any Lands ſo entered upon for the Purpoſe aforeſaid, for any Injury ſuſtained by ſuch Owners and Occupiers by reaſon or means of ſuch Entry, and the ſame, when ſo aſcertained, ſhall and may be levied by Diſtreſs and Sale of the Goods and

Chattels of the ſaid Company of Proprietors, in like Manner as the ſaid Coſts and Expences laſt-mentioned.

For repairing Damage to the Hills Road.

XLV. And whereas a certain Road, leading from the ſaid Town of *Cambridge* to the *Gogmagog Hills*, is kept in Repair by and out of a Fund provided for that Purpoſe, by *William Worts* Eſquire, and veſted by his Will in Truſtees to be applied accordingly, and ſuch Truſts are now carried into Execution under the Directions of the High Court of Chancery, by whom a Receiver has been appointed to manage the Affairs of the ſaid Truſt: And whereas it may happen, by the making of the ſaid intended Canal, that the ſaid Road may become more uſed and frequented by Horſes and Waggons, Carts, and other Carriages, and the Expence of keeping and maintaining the ſame in Repair as heretofore be much increaſed; be it therefore enacted, That the ſaid Company of Proprietors ſhall, and they are hereby directed to pay the Sum of Sixty Pounds into the Hands of the Receiver for the Time being of the ſaid Truſt appointed by the High Court of Chancery, or to the Truſtees for the Time being of the ſaid Truſt, or any One of them, in caſe there ſhall be no Receiver, on the Firſt Day of *January* next after the ſaid Canal ſhall be made or begun within One Mile of the ſaid Road, and the like Sum of Sixty Pounds on the Firſt Day of *January* in every Year afterwards for ever, to be by the ſaid Receiver or Truſtees laid out and applied in keeping and maintaining the ſaid Road in Repair, in aid of the ſaid Fund ſo eſtabliſhed by the ſaid *William Worts*: Provided always, that in caſe the ſaid yearly Sum of Sixty Pounds ſhall remain unpaid for the Space of Twenty-one Days next after the Firſt Day of *January* in any Year, the ſame ſhall and may from Time to Time be levied by Diſtreſs and Sale of the Goods and Chattels of the ſaid Company of Proprietors, by virtue of a Warrant under the Hand and Seal of any Juſtice of the Peace for the County, Town, or Place in which any Goods or Chattels of the ſaid Company of Proprietors can or may be found; and which Warrant ſuch Juſtice is hereby empowered and required to grant, rendering the Surplus, if any, after deducting the Expences of ſuch Diſtreſs and Sale, to the ſaid Company of Proprietors.

For making Compenſation to the Corporation of Bedford Level, for Damage done by Increaſe of Haling upon the Banks of their Works, &c.

XLVI. And whereas by the making of the ſaid Canal and Collateral Cut hereby authorized, the Haling on the Banks of the Rivers veſted in the Governor, Bailiffs, and Commonalty of the Company of Conſervators of the Great Level of the Fens called *Bedford Level*, commonly called *The Corporation of Bedford Level*, may be conſiderably increaſed, whereby the ſame Banks will be much worn and injured, and the Expences of maintaining the ſame greatly increaſed; be it therefore enacted, That the ſaid Company of Proprietors of the *London* and *Cambridge* Junction Canal ſhall yearly and every Year from the Expiration of One Year next after the ſaid Canal ſhall become navigable, well and truly pay, or cauſe to be paid unto the ſaid Corporation of *Bedford Level*, and their Succeſſors, or to their Receiver General for the Time being, or other Perſon properly authorized by them for that Purpoſe, the Sum of One hundred and eighty Pounds of lawful Money of *Great Britain*, as and for a Compenſation, Recompence, and Satisfaction for all ſuch Loſs, Coſts, Charges, Damages, or Expences, as the ſaid Corporation may pay, bear, ſuffer, ſuſtain, expend, or be put to, for or by Reaſon or Means, or on account of any Increaſe which may be made or take place in the Haling upon

such Banks, or any of them, in consequence of the said Canal and Cut, or either of them, or for or by Reason or Means, or on account of any Injury which may be done or occasioned to the said Bank, and on account thereof, such Compensation or yearly Payment of One hundred and eighty Pounds to be from Time to Time applied in the Repair of such Banks, and to commence and to be calculated from the Expiration of One Year next after the said Canal shall become navigable, and to be payable by even and equal Half Yearly Payments, the same shall be and is hereby charged upon the Rates, Tolls, and Revenues arising by virtue of this Act, and shall be paid by the said Company of Proprietors from Time to Time, and as the same shall become due and payable.

Canal Company not to run Water into the River Cam at Flood Time.

XLVII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend, to authorize or empower the said Company of Proprietors to permit or suffer any of the Waters of the said Canal and Collateral Cut, or either of them, to run or flow from the said Canal or Collateral Cut, or either of them, into the River *Cam* during Flood-time, or when the Waters in the same River shall be as high at *Clayhithe Sluice*, as a Gauge to be fixed and agreed upon in Manner herein-after mentioned, (other than such Waters as shall necessarily escape or flow from the said Canal and Cut, or either of them, by the Passage of Boats, Barges, Lighters, or other Vessels through the Lock or Sluice nearest to the Junction of the said Canal with the said River *Cam*.

Engineers to fix Gauge.

XLVIII. And for the better ascertaining the Height of the Water in the said River *Cam* at *Clayhithe Sluice*, and the Periods when the said Company of Proprietors shall be hindered or prevented from suffering the Waters of the said Canal and Collateral Cut, or either of them, to run or flow into the said River during Flood-time, (except as aforesaid); be it further enacted, That One Engineer shall be appointed by and on Behalf of the Corporation of *Bedford Level*, and another Engineer by and on the Behalf of the Company of Proprietors of the said Canal, and such Engineers so to be appointed shall and they are hereby required to fix and determine upon a proper Gauge for that Purpose, and such Gauge shall be marked upon *Clayhithe Sluice* aforesaid, or the Wing Posts thereof; and if the Two Engineers so to be appointed as aforesaid shall not agree touching the Plan, Situation, Construction, and Levels of such Gauge, or the Means of ascertaining the Height of Water for the Purposes aforesaid, within the Space of Two Calendar Months from and after they shall be so appointed, then the said Engineers shall, and they are hereby required within the Space of Twenty-one Days next after the Expiration of the said Two Months, to refer the Matters in Difference to some other Engineer, to be by them appointed for that Purpose, who shall and he is hereby required to determine and settle the same within Two Calendar Months after he shall be so appointed: Provided always, that if the said Corporation of *Bedford Level*, or the said Company of Proprietors shall refuse, neglect, or omit to appoint an Engineer on their respective Parts for the Purpose aforesaid, within Two Calendar Months next after being thereunto required by the other of them, it shall be lawful for the said Corporation of *Bedford Level*, or the said Company of Proprietors, (as the Case may be), to appoint both such Engineers, and the Engineers so appointed

appointed as laſt aforeſaid ſhall have the ſame Powers in all Reſpects as if they had been appointed in Manner herein firſt provided.

Corporation of Bedford Level to appoint a Sluice Keeper.

XLIX. Provided always, and be it further enacted, That in order to prevent the improvident or improper Management of ſuch Lock or Sluice, it ſhall and may be lawful to and for the ſaid Corporation of *Bedford Level*, and they are hereby authorized and empowered, from Time to Time, and as often as there ſhall be occaſion, to appoint a fit and proper Perſon as Sluice or Lock Keeper, to ſuperintend the running of Water at ſuch Lock or Sluice, and ſuch Sluice Keeper may be removed, from Time to Time, at the Diſcretion of the ſaid Corporation; and every ſuch Sluice Keeper ſhall be allowed and paid by the ſaid Company of Proprietors ſuch Salary, not exceeding the Sum of Ten Pounds *per Annum*, as the ſaid Corporation ſhall direct or appoint, and ſuch Salary ſhall be charged and chargeable upon the Rates, Tolls, and Revenues ariſing under this Act, and ſhall and may be recovered by the ſaid Sluice Keeper of the ſaid Company of Proprietors, in the ſame Manner as the Salaries of any of the Officers or Servants to be appointed by the ſaid Company can or may be recovered under or by virtue of this Act, or otherwiſe by Law, and as if ſuch Sluice Keeper had been appointed by the ſaid Company of Proprietors; and if any ſuch Sluice Keeper ſhall permit or ſuffer any of the Waters of the ſaid Canal and Collateral Cut, or either of them, to run or flow from the ſame Canal and Collateral Cut, or either of them, into the ſaid River *Cam* during Flood Time, or when the Waters in the ſaid River ſhall be as high at *Clayhithe Sluice* aforeſaid as the Gauge to be fixed in Manner herein-before directed, except ſuch Waters as ſhall neceſſarily eſcape by the Paſſage of Boats, Barges, Lighters, or other Veſſels through the ſaid Lock or Sluice neareſt to the Junction of the ſaid Canal with the ſaid River *Cam*, every ſuch Sluice Keeper ſhall, on Conviction thereof before any Two Juſtices of the Peace where the Offence ſhall be committed (which Juſtices are hereby authorized and required to hear and determine the Matter on the Oath of One or more credible Witneſs or Witneſſes, or on the Confeſſion of the Party offending) for every ſuch Offence forfeit and pay any Sum of Money not exceeding Ten Pounds, as ſuch Juſtices ſhall order and direct, which Penalty ſhall be paid to the Informer or Informers, Proſecutor or Proſecutors, at ſuch Time as ſuch Juſtices ſhall direct; and in default of ſuch Payment the ſame ſhall be levied by Diſtreſs and Sale of the Goods and Chattels of the Offender, by Warrant under the Hands and Seals of any Two ſuch Juſtices, and for want of ſuch Diſtreſs the Perſon ſo offending ſhall be committed by any Two ſuch Juſtices to the Houſe of Correction for the County or Place where the Offence was committed, there to be kept to hard Labour for ſuch Time as the ſaid laſt-mentioned Juſtices ſhall order and direct, not exceeding Three Calendar Months, at the Diſcretion of the ſaid laſt mentioned Juſtices.

Corporation of Bedford Level not liable to ſcour out their Rivers.

L. Provided alſo, and be it further enacted, That nothing in this Act contained ſhall extend or be conſtrued to extend to oblige or compel the ſaid Corporation of *Bedford Level*, or to render the ſaid Corporation liable to ſcour out any of the Rivers or Drains belonging to the ſaid Corporation, further or otherwiſe than they have been accuſtomed to do, or to adapt them to the Navigation of the Boats, Barges, Lighters, or other Veſſels which

may pass or be navigated in or upon the said Canal and Cut; or either of them.

Canal Company to turn Waters into their usual Course on Breach or Failure of Reservoirs;

and to indemnify the Corporation of Bedford Level.

LI. And be it further enacted, That in case any Breach or Failure shall happen in the Reservoirs or other Works to be made or constructed in the Execution of this Act, that the said Company of Proprietors, and their Successors, shall, and they are hereby required, at their own proper Costs and Charges, to turn and convey, or cause to be turned and conveyed, the Waters of such Reservoirs or other Works, wherein such Breach or Failure shall happen, into their former and theretofore accustomed Courses and Channels; and the said Company of Proprietors and their Successors shall, from Time to Time, and at all Times, well and sufficiently save, defend, keep harmless, and indemnify the said Corporation of *Bedford Level* and their Successors, of, from, and against all Loss, Costs, Charges, Damages, and Expences, which the said Corporation or their Successors shall or may bear, pay, sustain, expend, or be put unto, for or by Reason or Means, or on Account of any such Breach or Failure, or any Matter or Thing arising therefrom, or in consequence thereof.

Power to Canal Company to scour out the Rivers between Clayhithe and Denver Sluices with Consent of the Corporation.

LII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors, and their Successors, from Time to Time, when, where, and as often as there shall be Occasion, with the Consent of the said Corporation of *Bedford Level*, and under the Direction of the Superintendant or other Officer to be appointed by them for that Purpose, but at the Costs, Charges, and Expences of the said Company of Proprietors, to cleanse, scour, and deepen all or any Part of the Rivers between *Clayhithe Sluice* aforesaid and *Denver Sluice*, in the said County of *Norfolk*, so as to make and keep the same navigable and passable for Barges, Boats, and other Vessels passing into or from the said Canal, and into or out of the said River.

Saving the Rights of the Corporation of the Bedford Level.

LIII. Provided also, and it is hereby further enacted, That nothing in this Act contained shall extend or be construed to extend to invalidate, lessen, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the aforesaid Governor, Bailiffs, and Commonalty of the Company of Conservators of the Great Level of the Fens, called *Bedford Level*, or in the Governor, Bailiffs, and Conservators of the said Company, by virtue of an Act made in the Fifteenth Year of the Reign of King *Charles* the Second, intituled *An Act for settling the draining of the Great Level of the Fens called* Bedford Level; or by virtue of any other Act or Statute whatsoever; but that all Rights, Powers, and Authorities whatsoever, which by virtue of the said Act of the Fifteenth Year of King *Charles* the Second, or of any other Act or Statute whatsoever, now are vested in the said Governors, Bailiffs, and Commonalty, or in the said Governors, Bailiffs, and Conservators, or any of them, shall for ever hereafter remain, continue, and be in the said Governor, Bailiffs, and Commonalty, and in the said Governor, Bailiffs, and Conservators and every of them, as fully and amply to all Intents and Purposes as if this Act had never been made.

For protecting the Tolls of the Cam.

LIV. And whereas an Act was passed in the First Year of the Reign of Her late Majesty Queen *Anne*, intituled *An Act for making the River* Cham *alias* Grant *in the County of* Cambridge, *more navigable, from* Clay-

hithe

hithe Ferry *to the* Queen's Mill, *in the Univerſity and Town of* Cambridge; and the Right Honourable *Philip* Earl of *Hardwicke*, *Benjamin Keene* Eſquire, *Richard Greaves Townley* Eſquire, the Reverend *George Leonard Jenyns* Clerk; the Reverend *William Pearce* Doctor in Divinity, the Right Reverend *William Lort*, Lord Biſhop of *Briſtol*, the Reverend *Robert Towerſon Cory* Doctor in Divinity, *John Newling* Eſquire, *Joſeph Butcher* Eſquire, and *John Mortlock* Eſquire, are Conſervators of the ſaid River, appointed by virtue of the ſaid Act, for carrying the ſame into Execution: And whereas the Tolls received of the Conſervators of the ſaid River upon an Average of Eight Years, ending the Twenty-fifth Day of *March* laſt, have produced the Sum of One thouſand and thirty-two Pounds and Sixpence Halfpenny annually, which Sum is not more than ſufficient to defray the Expences of the ſaid Truſt; and the ſaid Conſervators being deſirous to ſecure the Tolls on the ſaid River againſt any Diminution, the ſaid Company of Proprietors hereby incorporated are deſirous and have agreed to indemnify the Conſervators of the ſaid River if ſuch Diminution ſhall happen; be it therefore further enacted, That if at any Time or Times after the ſaid intended Canal ſhall have been opened for the Purpoſes of Navigation, the Tolls received, or become due and payable on the ſaid River *Cham*, otherwiſe *Grant*, ſhall, notwithſtanding all due and proper Diligence on the Part of the ſaid Conſervators to ſecure the Payment of the full Amount of the Tolls as aforeſaid, be reduced, or ſhall not in every Year ending on the Twenty-fifth Day of *March* amount to the ſaid Sum of One thouſand and thirty-two Pounds and Sixpence Halfpenny, then the Clerk for the Time being to the Conſervators of the ſaid River ſhall, on or before the Twenty-fifth Day of *April* in each and every Year wherein ſuch Deficiency ſhall happen, make out and deliver to the Treaſurer of the ſaid Company of Proprietors for the Time being, a juſt and true Account in Writing of the Aggregate Sum or Sums of Money received or become due and payable for Tolls on the ſaid River, for the Year ending the Twenty-fifth Day of *March* immediately preceding, and the ſaid Treaſurer ſhall thereupon, or within Sixty Days then next following, pay to the ſaid Clerk for the Uſe of the ſaid Conſervators, ſuch Sum or Sums of Money, if any, as the Amount of the Tolls received or become due and payable in the ſame Year (ending as aforeſaid) ſhall fall ſhort or be deficient of the ſaid Sum of One thouſand and thirty-two Pounds and Sixpence Halfpenny: Provided always, that if the Conſervators of the ſaid River for the Time being ſhall at any Time or Times hereafter, either advance or diminiſh the Rate of all or any of the ſeveral Tolls now payable for navigating upon the ſaid River, as by the Act herein-before recited they are empowered to do, then and ſo often in all and every ſuch Caſe or Caſes the Deficiency to be paid to the ſaid Conſervators as aforeſaid ſhall be advanced or diminiſhed rateably and in Proportion to any Alteration in the Rate of the ſaid Tolls; and in caſe Default ſhall be made in Payment of all or any Part or Parts of the ſaid Sum or Sums of Money hereby made payable to or for the Uſe of the Conſervators of the ſaid River for the Space of Thirty Days next following the Delivery of ſuch Account as aforeſaid, then and at all Times thereafter the ſame ſhall and may be recovered with Coſts of Suit, by Action of Debt in any of His Majeſty's Courts of Record, in the Names of the Conſervators of the ſaid River, or of their Clerk for the Time being.

Power to cleanse the Riverbetween Clayhithe Ferry and Queen's Mill, with Consent of Conservators.

LV. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors and their Successors, from Time to Time when, where, and as often as there shall be Occasion, with the Consent of the Conservators of the River *Cham*, alias *Grant*, and under the Direction of the Superintendant or other Officer to be appointed by them for that Purpose, but at the Costs, Charges, and Expences of the said Company of Proprietors, to cleanse, scour, and deepen, all or any Part of the said River *Cham*, otherwise *Grant*, from *Clayhithe Ferry* to the *Queens Mill* in the University and Town of *Cambridge*, so as to make and keep the same navigable and passable for Barges, Boats, and other Vessels passing into or from the said Canal, and into or out of the said River.

Saving the Rights of the Conservators of the River Cam.

LVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to hinder or obstruct the Conservators of the River *Cam* Navigation or their several and respective Successors, from holding, using, exercising, or enjoying all such Right, Title, Interest, Powers, Privileges, and Advantages whatsoever, as the said Conservators now lawfully have and claim, and which they and their respective Successors at any Time hereafter may, can, or ought lawfully to have, hold, claim, use, exercise, or enjoy by force and virtue of any Act or Acts of Parliament heretofore made, or by any other lawful Ways or Means whatsoever as if this Act had never been made; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Persons erecting Cranes between Shelford and Cherryhinton to pay Corporation of Cambridge.

LVII. And whereas the Mayor, Bailiffs, and Burgesses of the Town of *Cambridge* have, by various Grants and Charters, an exclusive Right of erecting Cranes and Machines for landing and weighing Goods within the Precincts of the said Town; be it enacted, That wherever it may hereafter be found necessary or advisable to erect such Cranes or Weighing Machines upon the Line of the said Canal between the Towns of *Shelford* and the East Side of *Cherryhinton* for the Purpose of landing and conveying Goods to the Town of *Cambridge*, the Proprietors of such Cranes or Weighing Machines shall pay or cause to be paid to the said Mayor, Bailiffs, and Burgesses, such Payments for the using thereof as are at present accustomed to be paid by the Proprietors of the existing Cranes and Weighing Machines.

Compensation to be made to the Corporation of Cambridge for the Loss of certain Tolls, &c.

LVIII. And whereas the Mayor, Bailiffs, and Burgesses of the Town of *Cambridge* are entitled to demand and receive various Tolls and other Emoluments arising within the said Town, under and by virtue of divers Charters granted, continued, and confirmed to them and their Successors by divers Kings and Queens of *England*: And whereas the said Tolls and Emoluments have been from Time to Time leased by the said Mayor, Bailiffs, and Burgesses for short Terms of Years, and constitute a considerable Part of the Revenue of the Corporation of the said Town: And whereas it is apprehended that the Produce of the Tolls and other Emoluments so paid to the said Corporation, will be diminished by the said Canal passing near to the Precincts of the said Town, and it is reasonable that Compensation should be made to the said Mayor, Bailiffs, and Burgesses, and their Successors, for any Loss or Injury they may hereafter thereby sustain; be it therefore further enacted, That Three Months

Months previous to the Expiration of the preſent Term for which the ſaid Tolls are leaſed, and alſo Three Months previous to the Expiration of all future Leaſes, Notice in Writing, under the Hand of the Town Clerk or Treaſurer for the Time being, ſhall be given by the Mayor, Bailiffs, and Burgeſſes of the Town of *Cambridge*, or their Succeſſors, to the Treaſurer or Clerk to the ſaid Company of Proprietors, that the ſaid Tolls will be put up to be let by Public Auction at the Town Hall in *Cambridge*, with the Time appointed for that Purpoſe, when and where the ſaid Company, by themſelves or their Agent, may attend if they think fit, in order to bid for the ſame; and in caſe at ſuch Public Auction no reſponſible Perſon ſhall offer or engage to give or pay a Rent or Sum equal to Four hundred Pounds *per Annum*, then the ſaid Mayor, Bailiffs, and Burgeſſes, or their Succeſſors, may let the ſame to ſuch reſponſible Perſon, who, with ſufficient Sureties, ſhall offer the largeſt Sum or Annual Rent for the ſame; and the ſaid Company of Proprietors ſhall pay to the ſaid Mayor, Bailiffs, and Burgeſſes, or their Succeſſors, whatever Sum may be the Deficiency between the Sum or Rent at which the ſaid Tolls are ſo letten, and the Sum of Four hundred Pounds annually which they at preſent produce; and that the ſaid Mayor, Bailiffs, and Burgeſſes, or their Succeſſors, ſhall have the ſame Remedy againſt the ſaid Company of Proprietors, for the Recovery of the Deficiency which ſhall be ſo to be received or covenanted to be paid, as they have, would, or ought to have againſt any other Perſon or Perſons taking the Leaſe of the ſaid Tolls; but if at ſuch Auction a higher Rent than that now received under the ſubſiſting Leaſe ſhall be offered for a Leaſe of the ſaid Tolls, then and in ſuch Caſe the ſaid Mayor, Bailiffs, and Burgeſſes, and their Succeſſors, ſhall have Liberty to grant ſuch Leaſe to the higheſt Bidder, and to take and receive the Rent or Rents to be thereby reſerved, in ſuch and the like Manner as they could or might have done in caſe this Act had not been paſſed.

Line of the Canal to be guided by Plans and Books of Reference, and no Deviation from, except in certain Caſes.

LIX. And whereas Maps or Plans deſcribing the Lines of the ſaid intended Canal and Cut, and the Lands through which the ſame reſpectively are intended to be carried, together with Books of Reference, containing the Liſts of the Names of the Owners or reputed Owners and Occupiers of ſuch Lands, have been depoſited at the Offices of the Clerks of the Peace for the Counties of *Cambridge*, *Eſſex*, and *Hertford*; be it therefore further enacted, That the ſaid Maps or Plans, and Books of Reference, hereinbefore mentioned, ſhall remain in the Cuſtody of the Clerks of the Peace for the ſaid reſpective Counties; and all Perſons ſhall at ſeaſonable Times have Liberty to inſpect and peruſe the ſame, and to make Copies thereof or Extracts therefrom, at their Will and Pleaſure, paying to the ſaid reſpective Clerks of the Peace the Sum of One Shilling for every ſuch Inſpection, and after the Rate of Sixpence for every One Hundred Words of ſuch Copies or Extracts of the ſaid Books of Reference; and that the ſaid Company of Proprietors, in making the ſaid Canal and Cut, or either of them, ſhall not deviate from the reſpective Lines thereof ſo deſcribed in the ſaid Maps or Plans and Books of Reference reſpectively as aforeſaid, in any Part or Point thereof now deſcribed as lying within Five hundred Yards from certain Wells called *The Nine Wells*, nor in any other Part or Point thereof, without the Conſent in Writing of the Perſon or Perſons through whoſe Lands or Grounds ſuch Deviation ſhall be made: Provided always, that no Deviation ſhall be made from the Line or Courſe of the ſaid intended

tended Canal and Cut or either of them, into any Lands or Grounds not described in the said Plan and Book of Reference, without the Consent in Writing of the Person or Persons through whose Lands or Grounds such Deviation shall be made: Provided always, that no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said Canal and Cut, or either of them, on account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more of the Justices of the Peace not interested in the Premises, acting for the County within which such Lands or Grounds shall lie, and be certified by Writing under their Hands, that such Error or Omission proceeded from Mistake.

Power to deviate from the Line in Lands of the Reverend William Pearce.

LX. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors to make a Deviation from the Line of the said Canal as set out in the said Plan, so deposited with the Clerk of the Peace, not exceeding Two hundred and twenty Yards, where the said Line would otherwise pass into and through Part of the Lands belonging to the Reverend *William Pearce* Doctor in Divinity, and in the Occupation of *Thomas Headley*, situate in the Parish of *Cherry Hinton*, in the County of *Cambridge*, by carrying the Line of the said Canal into and through Part of the Lands belonging to the Reverend *James Geldart* and *Benjamin Farrant*, situate in the said Parish of *Cherry Hinton*, with the Consent of the said *William Pearce*, *James Geldart*, *Thomas Headley*, and *Benjamin Farrant*.

Land Owners omitted in the Book of Reference not to obstruct the making of the Canal.

LXI. Provided always, and be it enacted, That the said Company of Proprietors shall and may make the said intended Canal and Cut, or Deviations from the same, and from the said Towing Paths, into, through, across, or over the Estates, Lands, or Grounds of any Person or Persons whomsoever, into whose Estates, Lands, or Grounds such Deviation as aforesaid shall extend, although their Names be not mentioned in the said Book of Reference, or into the Estate or Estates, Lands or Grounds of any Person or Persons whose Name or Names appear to have been by Mistake omitted in the said Book of Reference, or that instead thereof the Name or Names of some other Person or Persons to whom such last mentioned Estates, Lands, or Grounds do not belong, hath or have been by Mistake inserted therein; any Thing herein contained to the contrary thereof notwithstanding.

Houses, Gardens, &c. not to be injured except such as are here mentioned.

LXII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Canal and Cut, or either of them, or any other of the Purposes aforesaid, any House or other Buildings which was erected and built on or before the First Day of *May* last, or any Land or Ground which on or before the said First Day of *May* was set apart and used as or for any Garden, Orchard, Yard, Park, Planted Walk, or Avenue to a House, without the Consent of the Owners and Occupiers thereof, other than and except such as are particularly mentioned, described, and enumerated in the Schedule hereunto annexed, and which are meant and intended to be taken for the Purposes of this Act.

LXIII. Provided

Canal not to be carried within Forty Feet of Mr. Rolfe's House.

LXIII. Provided always, That the said Canal shall not be carried within Forty Feet of the North West Front of the Messuage or Tenement now belonging to and in the Occupation of *John Rolfe*, situate in *Hockerill* aforesaid, without the Consent in Writing of the said *John Rolfe*, or of the Person or Persons who for the Time being shall be the Owner or Proprietor of the said Messuages or Tenements, first had and obtained, and that the Towing Path from the Point where the said Canal enters the *Stort* Navigation, till it passes the said Messuage or Tenement, and the Garden belonging thereto, shall be on the North West Side of the said Canal; and also that no Lock shall be made within the Distance of Two hundred Yards from the said Messuage or Tenement, and that the said Company of Proprietors shall and will at their own Expence, erect, and for ever after keep in Repair, a substantial Brick Wall on the South East Side of the said Canal, as high as One Foot above the Top Water of the said Canal, and as far as the same extends along the Garden belonging to the said *John Rolfe*, or to the Stream or Channel which now bounds the North Side of the said Garden.

Protecting Land belonging to the Vicar of Cherry-hinton.

LXIV. Provided always, and be it further enacted, That the said Company of Proprietors shall not be hereby authorized or empowered to make any Deviation from the Line or Course of the said intended Canal into the Lands or Grounds lying and being in the Parish of *Cherry Hinton*, in the said County of *Cambridge*, which belong to the Vicar of the said Parish, without the Consent in Writing of the Vicar for the Time being for that Purpose first had and obtained.

Canal not to be brought nearer than its present Line to the Farm House in Great Shelford, belonging to Saint John's College.

LXV. Provided always, and be it further enacted, That the said Company of Proprietors shall not be hereby authorized or empowered to make any Deviation from the Line or Course of the said intended Canal in the Parish of *Great Shelford*, in the said County of *Cambridge*, so as to bring the same on the Western Side of a certain Spring in the said Parish, called *Stone Trough Spring*, arising within a certain Field in the said Parish, marked No. 44. in the Plan of the said Canal deposited with the Clerk of the Peace of the said County of *Cambridge*, or nearer than is now described upon the said Plan to the Farm House belonging to the Master and Fellows of *Saint John's College*, in the University of *Cambridge*, in the Occupation of *Peter Grain* the elder, nor to come so near the Eastern Side of the said Spring as to intercept the Sources thereof.

Bodies Politic, &c. empowered to sell and convey Lands.

LXVI. And be it further enacted, That after any such Part or Parts of the said Lands, Grounds, or Hereditaments shall be so set out and ascertained as aforesaid for making the said Canal and Cut, or any Part or Parts thereof, and for providing or constructing the Wharfs and other Works and Conveniencies herein-before mentioned, or any of them, it shall be lawful for all Bodies Politic, Corporate or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, Husbands, Guardians, Trustees and Feoffees in Trust, Committees, Executors, and Administrators, and all other Trustees or Persons whomsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their *Cestuique* Trust, whether Infants, Issue unborn, Lunaticks, Idiots, Femes Covert, who are or shall be seised, possessed, or interested in their own Right, and for every other Person or Persons whomsoever, who are or shall be seised, possessed of, or interested in any Lands, Grounds,

and Hereditaments, which ſhall be ſet out and aſcertained for the Purpoſes aforeſaid, to contract for, ſell, and convey the ſame and every Part thereof unto the ſaid Company of Proprietors; and all ſuch Contracts, Agreements, Sales, Conveyances, and Aſſurances, ſhall be valid and effectual in the Law to all Intents and Purpoſes whatſoever, any Law, Statute, Uſage, or Cuſtom to the contrary thereof in anywiſe notwithſtanding; and all Bodies Politic, Corporate or Collegiate, and all Perſons whomſoever ſo conveying as aforeſaid, are hereby indemnified for or in reſpect of any ſuch Sale which he, ſhe, or they, or any of them ſhall reſpectively make by virtue or in purſuance of this Act; and all ſuch Contracts, Sales, Conveyances, and Aſſurances, ſhall be made at the Expence of the ſaid Company of Proprietors, and ſuch of them as ſhall be made of any Lands or other Hereditaments to the ſaid Company of Proprietors ſhall be made according to the following Form, or as near thereto as the Circumſtances of the Caſe will admit; *videlicet*,

Contracts and Sales to be made at the Expence of the Company.

Form of Conveyance to the Company.

'I Sum of of in Conſideration of the
'of the annual Rent of to me paid [*or*, in Conſideration
'and paid by yearly or half-yearly Payments, as may be agreed upon] to me to be hereafter yielded
'by the Company of Proprietors of *The London and Cambridge Junction*
'*Canal*, do hereby grant and releaſe to the ſaid Company all [*deſcribing*
'*the Premiſes to be conveyed*] and all my Right, Title, and Intereſt to
'and in the ſame and every Part thereof, to hold to the ſaid Company
'for ever by virtue and according to the true Intent and Meaning of
'the Act of Parliament paſſed for making and maintaining the ſaid *London*
'and *Cambridge Junction Canal*: In Witneſs whereof I have hereunto ſet
'my Hand and Seal, this Day of
'in the Year of our Lord ,

And all ſuch Conveyances and Aſſurances ſhall be valid and effectual in the Law to all Intents and Purpoſes, and ſhall be a complete Bar to all Eſtates Tail and other Eſtates, Rights, Titles, Truſts, and Intereſts whatſoever.

Company obliged to purchaſe ſmall Pieces of Land ſeparated in making the Canal.

LXVII. Provided always, and be it further enacted, That where the ſaid Company of Proprietors ſhall cut through or uſe a Part only of any ſmall Piece or Parcel of Land or Ground for the Purpoſes of this Act, and the Remainder of ſuch Piece or Parcel of Land or Ground, over and above what ſhall be ſo uſed, ſhall not exceed One Acre, the ſaid Company of Proprietors ſhall be obliged to purchaſe not only ſuch Part of the ſame Land and Ground as ſhall be ſo actually cut through or uſed, but alſo, at the Option of the Owner or Owners, the remaining Part of ſuch Land or Ground, the Value thereof to be aſcertained in the ſame Manner as is directed concerning any Land or Ground to be cut, taken, or uſed for the Purpoſes of this Act.

Small Parcels of Land cut off by the Canal, to be laid to other Grounds at the Expence of the Company.

LXVIII. And whereas it may happen by the making of the ſaid Canal, Cut, and other Works, that certain Cloſes and Grounds may be ſeparated, ſo as inconveniently to leave narrow and ſmall Parcels thereof, be it therefore enacted, That in all ſuch Caſes the Owner or Owners of the Cloſes and Grounds next adjoining to ſuch narrow and ſmall Pieces or Parcels of Land, ſhall have the Option of purchaſing the ſame from the ſaid Company of Proprietors, at the ſame Price *per* Acre as the ſaid

Company

Company may have given or agreed to give for the Closes of which the same were theretofore Part and Parcel, and from whence the same shall or may be separated by the making of the said Canal; and the said Company of Proprietors shall at their own Expence, by stocking up Hedges, or by making and planting, and with Posts and Rails properly protecting and raising of new Hedges and Fences, lay all such narrow and small Parcels of Land to the other Grounds of such Owner or Owners adjoining thereto, so as to render the same Parcels of Land convenient to the several Owners or Occupiers thereof, in such Manner as the Owner or Owners of the said Lands and Grounds for the Time being shall by any Writing or Writings under his or their Hand or Hands, and addressed and delivered to the Clerks of the said Company of Proprietors, or any one of them, in that Behalf require, so that the same be so delivered within the Space of Twelve Months next after the said Canal and Cut shall have been dug out and formed and completed through the said Closes and Grounds.

For settling Contracts respecting Copyhold Lands.

LXIX. And be it further enacted, That if any Contract, Agreement, Bargain or Sale, of or concerning any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of the Powers of this Act, for the Purposes thereof, shall be made or entered into, of any Lands, Tenements, or Hereditaments which shall be Copyhold, or of the Nature of Copyhold, the same shall be executed and completed by Surrender thereof, in the Court of the Manor of which the same is or are holden, according to the Custom of such Manor; and such Lands, Tenements, or Hereditaments shall continue subject to the same Fines, Rents, and Services as are due and payable, and of right accustomed, in the same Manor as if this Act had not been made, unless the Lord or Lords, Lady or Ladies of the Manor for the Time being, shall be willing or desirous to enfranchise the same, in which Case such Lord or Lords, Lady or Ladies, is and are hereby empowered so to do, notwithstanding he, she, or they shall be seized of or entitled to the same Manor or Manors for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold Premises in the said Company as a Body Corporate would prevent such Lord or Lords, Lady or Ladies from receiving the Benefits of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, in like Manner as he, she, or they would have done in case such Copyhold Premises had continued to be the Property of Individuals, the said Lord or Lords, Lady or Ladies of the said Manor or Manors, in case he, she, or they shall decline to enfranchise the respective Parcels of Copyhold Land, Tenements, and Hereditaments held of the said Manor which shall be so purchased by or vested in the said Company for the Purposes aforesaid, shall be entitled to, and shall be paid by the said Company, a reasonable Recompence and Satisfaction for the Loss that will arise to him, her, or them in respect to such Fines, Heriots, or other Services, the Enjoyment of which will be diminished or lost by the vesting and continuing of such Copyhold Premises in a Body Corporate, which Recompence and Satisfaction, if not settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury if required, as is directed by this Act.

Conveyance by Lords of Manors of Land taken

LXX. And be it further enacted, That in all Cases where there shall be Occasion to cut through, take, or use Part of any Commons or Waste Grounds

from Commons to be sufficient.

Grounds for the Purposes of this Act, the Conveyance thereof by the Lord or Lady of the Manor wherein the same shall be situate, shall be a good and sufficient Conveyance to the said Company of Proprietors for the Purpose of vesting in them the Fee Simple and Inheritance thereof, as fully and effectually as if every Person having Right of Common upon such Commons or Waste Grounds had joined in and executed such Conveyance; and that the Compensation to be paid for any Right of Common upon any such Commons or Waste Grounds as aforesaid, and for any Damages which may be occasioned thereto by the making of the said Canal or Cut, or any of the Works thereof, shall be paid by the said Company of Proprietors to the Churchwardens of the respective Parishes wherein such Commons or Waste Grounds shall lie, and shall be by such Churchwardens received and applied for such General or Public Purposes within such Parishes respectively, as a Vestry of every such Parish to be convened by such Churchwardens for that Purpose, shall direct; any Thing in this Act to the contrary hereof notwithstanding.

Satisfaction to be made.

LXXI. Provided always, and be it further enacted, That all and every Body or Bodies Politic, Corporate, or Collegiate, Trustees or other Persons herein-before capacitated to sell or convey Lands and other Hereditaments, or any other Owner or Owners, and the Occupier or Occupiers of any Lands or other Hereditaments through, in, or upon which the said Canal and Cut, Towing Paths, Quays, Wharfs, Warehouses, Tunnels, Reservoirs, or other Works hereby authorized, are intended to be made, or any of them, or of any Mills or other Works from which any Water to supply the said Canal and Cut may or shall be diverted, may accept and receive Satisfaction for the Value of such Lands and Grounds, Mills or other Works and Hereditaments, and for the Damages to be sustained by making and completing the said Works herein-before directed, as shall be agreed upon by and between the said Owners and Occupiers respectively, or any of them, and the said Company of Proprietors; and from and immediately after the Time of making and executing such Sale and Conveyance, or any Contract or Contracts for the same, the said Company of Proprietors may and shall be at Liberty to enter upon, and from thenceforth for ever to have, take, and enjoy the said Lands, Grounds, and other Hereditaments for the Uses and Maintenance of the said Canal and Cut, and for supplying the same with Water; and in case the said Company of Proprietors and the said Parties interested in such Lands and Grounds or other Hereditaments, cannot or do not agree as to the Amouut or Value of such Satisfaction, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-after directed: Provided always, that no annual Rent shall be paid to any Body or Bodies Corporate or Politic, or any other Person or Persons whomsoever, as a Satisfaction or Compensation for any Lands, Tenements, or Hereditaments taken or made use of, or for any Damages done by the said Company of Proprietors, other than and except Ecclesiastical Persons, as a Satisfaction for their Glebe and Tythes.

If Parties cannot agree, Price to be settled by a Jury.

Yearly Rents to be charged on the Rates.

LXXII. And be it further enacted, That all such Yearly Rents or Sums as shall be agreed on between the said Company of Proprietors and the Parties interested in such Lands and Grounds or other Hereditaments, or as shall be so ascertained and settled as aforesaid, shall be charged on

the Rates arising by virtue of this Act, and shall be paid by the said Company of Proprietors as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall so become due and payable, and after Demand in Writing made thereof to the Clerk or Treasurer of the said Company, it shall be lawful for any Two or more Justices of the Peace acting for the County within which such Lands and Grounds or other Hereditaments shall lie, and they are hereby required upon due Proof of the Default made before them upon Oath, by an Order under their Hands, to appoint One or more Person or Persons to receive the Rates hereby granted and made payable, and to pay the same to such Bodies Politic, Corporate or Collegiate, Trustees, or other Person or Persons to whom such Yearly Rents or Sums shall be due and unpaid as aforesaid, every such Collector giving such Security to the said Company for the due and faithful Execution of his Office, as they the said Justices shall judge proper and sufficient; and every Person so appointed shall be deemed a Collector of the said Rates, and shall have the same Power and Authority to collect the same as if he had been appointed a Collector of the said Rates by the said Company of Proprietors, until such Yearly Rents or Sums, with the Costs and Charges of recovering and receiving the same, shall be fully paid and satisfied; or it shall be lawful for such Bodies Politic, Corporate, or Collegiate, Trustees or other Person or Persons to whom such Yearly Rents or Sums shall be due and owing as aforesaid, to sue for and recover the same with Costs of Suit by Action of Debt in any of His Majesty's Courts of Record; or otherwise to seize and distrain any Boats, Vessels, or other Goods or Effects of the said Company of Proprietors, which shall be found upon the said Canal and Cut, or either of them, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging, (Information of such Distress being immediately given to the said Company of Proprietors, by Notice in Writing delivered to some or one of their Clerks, Collectors of the Rates, or other known Officers, or affixed to some one of their Wharfs or Quays near to the Place where such Distress shall have been made), and to detain the same until Payment of such Yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Boats, Vessels, or other Goods or Effects so distrained, shall and may be sold or disposed of in such Manner as the Law directs, in case of a Distress for Rent.

If Parties are dissatisfied, or refuse, or are unable to treat, &c. a Jury to be impannelled to decide the Matter.

LXXIII. And, for settling all Differences which may arise between the said Company of Proprietors, and the several Owners of or Persons interested in any Lands, Grounds, Tenements, Mills, Waters, or other Hereditaments which shall or may be taken, used, affected or prejudiced by Reason of the Execution of any of the Powers hereby granted, be it further enacted, That if any Body Politic, Corporate or Collegiate, or any other Person or Persons so interested for and on his, her, or their Part or Parts, or for or on the Part of his, her, or their *Cestuique* Trusts, or of any other incapacitated Person or Persons as aforesaid, shall refuse to accept such Purchase Money, Annual Rent, or Recompence, or other Compensation as shall be offered by them in Writing, the said Company of Proprietors, or their Agent by and on their Behalf, and shall give Notice thereof

in Writing to the Clerk for the Time being to the ſaid Company of Proprietors, within Fourteen Days next after ſuch Offer ſhall have been made, and the Party and Parties giving ſuch Notice as aforeſaid ſhall therein requeſt that the Matter or Matters in Diſpute may be ſubmitted to the Determination of a Jury, or if any Body Politic, Corporate or Collegiate, or any other Perſon or Perſons ſeized or poſſeſſed of or intereſted in any ſuch Lands, Mills, or other Hereditaments as aforeſaid, ſhall refuſe to treat or agree, or ſhall not agree, or by Reaſon of Abſence or Diſability cannot agree with the ſaid Company of Proprietors, or with any Perſon or Perſons authorized by them for the Sale and Conveyance of their reſpective Eſtates and Intereſts therein, or cannot be found or known, or ſhall not produce and evince a clear Title to the Premiſes they may be in Poſſeſſion of, or to the Intereſt they claim therein, to the Satisfaction of the ſaid Company, or the Perſon or Perſons authorized by them, then and in every ſuch Caſe the ſaid Company of Proprietors ſhall, and they are hereby empowered and required from Time to Time to iſſue a Warrant under their Common Seal to the Sheriff of the County in which ſuch Lands, Tenements, or Hereditaments ſhall lie or the Matter in Queſtion or Diſpute ſhall ariſe; or in caſe ſuch Sheriff or his Under Sheriff ſhall happen to be one of the ſaid Company of Proprietors, or ſhall enjoy any Office of Truſt or Profit under them, or ſhall be otherwiſe intereſted in the Matter or Matters in Queſtion, then to the Senior Coroner of the ſaid County; and in caſe he ſhall be ſo intereſted, then to the next Coroner of ſuch County in point of Seniority, who ſhall not be ſo intereſted; and if all the Coroners ſhall be ſo intereſted as aforeſaid, then to the laſt Perſon who filled the Office of Sheriff of the ſaid County, who ſhall not be ſo intereſted as aforeſaid, commanding ſuch Sheriff or Coroner, or other Perſon (and the ſaid Sheriff or Coroner, or ſuch other Perſon is hereby empowered and required) to impannel, ſummon, and return not leſs than Forty-eight nor more than Seventy-two ſubſtantial and indifferent Perſons qualified to ſerve on Juries; and the Perſons ſo to be impannelled, ſummoned, and returned as aforeſaid, are hereby required to come and appear before the Juſtices of the Peace for the County wherein the Premiſes ſhall lie, or the Damage thereto be aſcertained at ſome Court of General or Quarter Seſſions of the Peace to be holden in and for the ſame County, or at ſome Adjournment thereof, as in ſuch Warrant ſhall be directed and appointed, and to attend ſuch Court of General or Quarter Seſſions from Day to Day until diſcharged by the ſaid Court; and out of ſuch Perſons ſo to be impannelled, ſummoned, and returned, a Jury of Twelve Men ſhall be drawn by the Clerk of the Peace for the County wherein ſuch Jury ſhall be returned, or his Deputy, in ſuch Manner as Juries for Trials of Iſſues joined in His Majeſty's Courts at *Weſtminſter* are by Law directed to be drawn; and in caſe a ſufficient Number of Jurymen ſhall not appear at the Time and Place appointed as aforeſaid, the ſaid Clerk of the Peace as before mentioned, or his Deputy, ſhall return other honeſt and indifferent Men of the By-Standers, or of others who can be ſpeedily procured, to attend that Service, being ſo qualified as aforeſaid, to make up the ſaid Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges againſt any of the ſaid Jurymen, but ſhall not challenge the Array; and the ſaid Clerk of the Peace, or his Deputy, is hereby empowered and required to ſummon and call before the ſaid Juſtices any Witneſſes touching the Matters in Queſtion, and may order and author-

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rize the ſaid Jury, or any Three or more of them, to view the Place or Places, or Matters or Things in Controverſy; and ſuch Jury ſhall upon their Oath (which Oath as well as the Oaths to ſuch Witneſſes the ſaid Juſtices are hereby empowered and required to adminiſter) enquire of, aſſeſs, and aſcertain, and give a Verdict for the Sum or Sums of Money or the annual Rent or Rents which ſhall be paid for the Purchaſe or for the Hire and Uſe of ſuch Lands or Grounds, Mills, Waters, and other Hereditaments, and the Compenſation which ſhall be made for the Damages ſuſtained as aforeſaid; and the ſaid Juſtices ſhall give Judgment for ſuch Purchaſe Money, Rent, Recompence, or Compenſation ſo aſſeſſed by ſuch Jury; which ſaid Verdict and the Judgement thereupon ſhall be binding and concluſive to all Intents and Purpoſes upon all Bodies Politic, Corporate, and Collegiate, and upon all Perſons whomſoever, provided that Fourteen Days Notice in Writing at the leaſt of the Hour and Place at which ſuch Jury are ſo required to be returned be given by the Clerk or acknowledged Agent to the ſaid Company of Proprietors to the Bodies Politic, Corporate, or Collegiate, or to the Perſon or Perſons intereſted or claiming ſo to be, before the Time of the Meeting of the ſaid Juſtices and Jury as aforeſaid, by leaving ſuch Notice at the Dwelling Houſe of ſuch Perſon or Perſons, or of the Head Officer of ſuch Body or Bodies Politic, Corporate or Collegiate, or with ſome Tenant or Occupier of the Premiſes reſpectively intended to be valued; and in each and every Caſe where a Verdict ſhall be given for more Money, or for a greater Annual Rent as a Recompence or Satisfaction for the abſolute Sale of any Lands, Grounds, Mills, Waters, or other Hereditaments, or as a Compenſation for any Damages done or to be done to ſuch Lands or other Hereditaments or Property than ſhall have been previouſly offered by or on Behalf of the ſaid Company of Proprietors before the ſummoning ſuch Jury, or where any Verdict ſhall be found for any Damages where the Diſpute is for Damages only, and where no Compenſation ſhall have been previouſly offered in reſpect thereof by and on Behalf of the ſaid Company of Proprietors, or where, by Reaſon of Abſence or other Impediment or Diſability, there ſhall not be found any Perſon or Perſons at hand who may be legally capacitated to contract with and make Conveyances to or receive Compenſations from the ſaid Company of Proprietors as herein-before mentioned, then and in all ſuch Caſes all the reaſonable Expences of cauſing ſuch Value or Compenſation to be aſſeſſed and awarded as aforeſaid, ſhall be ſettled by the ſaid Juſtices, and be defrayed by the ſaid Company of Proprietors; but if any Verdict ſhall be given for the ſame Sum or Rent that ſhall have been previouſly offered by or on Behalf of the ſaid Company of Proprietors, or for a leſs Sum than ſhall have been ſo previouſly offered, or in caſe no Damages ſhall be given by the Verdict, where the Diſpute is for Damages only, or in caſe of ſuch Refuſal to treat with or make Conveyances to the ſaid Company of Proprietors, by any Bodies Politic, Corporate or Collegiate, or by any Perſon or Perſons whomſoever, who is or are by the Proviſions of this Act or otherwiſe legally empowered to treat and convey or receive ſuch Compenſation as aforeſaid, then and in all ſuch Caſes (except where by reaſon of Abſence or otherwiſe any Perſon ſhall have been prevented from treating and agreeing as aforeſaid, in which Caſe all ſuch Coſts and Expences ſhall be borne and paid by the ſaid Company of Proprietors) the reaſonable Coſts and Expences of cauſing ſuch Value or Compenſation to be aſſeſſed and awarded as aforeſaid ſhall be ſettled in like Manner by the ſaid Juſtices,

Verdict of the Jury to be final.

tices, and be borne and paid by the Body or Bodies Politic, Corporate or Collegiate, or by the Perſon or Perſons with whom the ſaid Company of Proprietors ſhall have ſuch Concerns, Controverſies, or Diſputes; which ſaid Coſts and Expences ſhall and may be deducted out of the Money ſo aſſeſſed and awarded, and the Payment or Tender of the Remainder of ſuch Sum or Sums of Money ſhall be deemed and taken to all Intents and Purpoſes to be a Payment or Tender of the whole Sum or Sums ſo aſſeſſed and awarded as aforeſaid; and in caſe no Damages ſhall be given by ſuch Verdict where the Diſpute is for Damages only, ſuch Coſts and Expences ſhall and may be recovered by the ſaid Company by ſuch Ways as are herein provided for the Recovery of any Penalty incurred by this Act.

Perſons requeſting Juries to enter into Bonds to proſecute.

LXXIV. Provided always, and be it further enacted, That all and every Perſon or Perſons making Complaint and requeſting a Jury to be ſummoned, ſhall (before the ſaid Company of Proprietors ſhall iſſue their Warrant for that Purpoſe) enter into a Bond with Two ſufficient Sureties, to the Treaſurer of the ſaid Company of Proprietors in a Penalty of One Hundred Pounds, with Condition to proſecute his, her, or their ſaid Complaint, and to bear and pay the Coſts and Expences of ſummoning ſuch Jury and taking ſuch Verdict, in caſe the ſame ſhall be given for no greater or for a leſs Sum or Rent than had been offered by or on Behalf of the ſaid Company of Proprietors, before the ſummoning and returning the ſaid Jury or Juries for the Purchaſe of or as a Recompence for any Lands, Grounds, Mills, or Hereditaments, or as a Compenſation for any Damages, or in caſe no Verdict ſhall be found for Damages, where the whole Diſpute was whether any Damages was or was not done as aforeſaid.

Notice of Injury to be given to the Company before Appeal to a Jury.

LXXV. And be it further enacted, That the ſaid Company of Proprietors ſhall not, nor ſhall any Jury to be ſummoned by virtue of this Act, be allowed to receive or take Notice of any Complaint or Complaints to be made by any Perſon or Perſons whomſoever, for any Injury or Damage by him, her, or them ſuſtained, or ſuppoſed to be ſuſtained, unleſs Notice in Writing, ſtating the Particulars of ſuch Injury or Damage, and the Amount of the Compenſation claimed in reſpect thereof, ſhall have been given by or on Behalf of ſuch Perſon or Perſons to the ſaid Company of Proprietors, or to their Treaſurer or Clerk, within the Space of Six Calendar Months next after the Time that ſuch ſuppoſed Injury or Damage ſhall have been ſuſtained, or the doing or committing thereof ſhall have ceaſed.

Compelling the Sheriff to ſummon a Jury.

LXXVI. And be it further enacted, That if the Sheriff or other Perſon ſo directed to ſummon and return a Jury as aforeſaid, or his Deputy or Agent, ſhall make Default in the Premiſes, he ſhall for every ſuch Offence forfeit and pay any Sum not exceeding Twenty Pounds; and if any Perſon ſo ſummoned and returned as aforeſaid upon ſuch Jury ſhall not appear, or appearing ſhall refuſe to be ſworn or to give his Verdict, or ſhall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Perſon ſo ſummoned to give Evidence, ſhall not appear, or appearing ſhall refuſe to be examined or to give Evidence, every Perſon ſo offending, having no reaſonable Excuſe, (to be allowed by the ſaid Juſtices), ſhall for every ſuch Offence forfeit and pay any Sum not exceeding Ten Pounds; which ſeveral and reſpective Penalties

Penalties shall and may be levied by virtue of any Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him the Overplus after such Penalty and the Charges of such Distress and Sale shall be deducted; and every such Penalty so recovered from any Person who shall have been so summoned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Party who shall appear to the said Justice to be injured by the Default of such Person.

Punishing Persons guilty of Perjury.

LXXVII. And be it further enacted, That all Persons who in any Examination to be taken upon Oath by virtue of this Act shall wilfully give false Evidence, or otherwise forswear themselves before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof, shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable to.

Verdict for Value of Lands and Damages to be ascertained separately.

LXXVIII. And be it further enacted, That the said Juries shall award all Determinations, Judgments, and Verdicts which they shall respectively make and give in the Execution of the Powers hereby vested in them concerning the Value of Lands, Mills, and other Hereditaments, separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Lands and other Hereditaments and the Money assessed or adjudged for such Damages as aforesaid, separately and apart from each other; and also shall settle what Shares and Proportion of the Purchase Money or Compensation for Damages shall be allowed to any Tenant or other Person or Persons having a particular Estate, Term, or Interest in the Premises, for his, her, or their respective Interest therein.

Company to pay for Lands within Three Months after the Value ascertained.

LXXIX. And be it further enacted, That the said Company of Proprietors shall within Three Calendar Months next after such Verdict shall be given, pay or cause to be paid to the Person or Persons entitled to receive the same, such Sum or Sums of Money as shall have been determined and adjusted to be the Value of the Lands and Hereditaments, to be taken by the said Company of Proprietors for the said Canal or Cut, or any of the Works thereof; and in Default of paying the same within the Time aforesaid, the same shall and may be recovered by Action at Law in any of His Majesty's Courts of Record at *Westminster*.

Power to enter and take Possession of Lands, &c. on Payment or Tender of Purchase Money.

LXXX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money, or giving Security for Payment of any such Annual Rent as shall have been contracted or agreed for between the Parties, or determined and adjusted by any Jury or Juries in Manner aforesaid, for the Purchase of any such Lands, Waters, Mills, or other Hereditaments, or as a Recompence for the yearly Produce or Profit thereof, or as a Compensation for Damages as herein-before mentioned, to the Proprietor or Proprietors of such Lands and Premises, or such other Person or Persons as shall be interested therein, or entitled to receive such Money, Rent, or Compensation respectively, at any Time after the same shall have been so agreed for, determined, or awarded; or if the Person or Persons so entitled or interested, or any of them, cannot be found, or shall refuse

refuſe to receive the ſame, or ſhall not be able to make a good Title to the Premiſes, or ſhall refuſe to execute a Conveyance or Conveyances of the Premiſes which ſhall be required for the Purpoſes of this Act, then upon the Payment of the ſaid Sum or Sums of Money into the Bank of *England*, as herein-after directed and required (in caſe the ſame ſhall be requiſite) for the Uſe of ſuch Perſon or Perſons ſo intereſted or entitled as aforeſaid, it ſhall be lawful for the ſaid Company of Proprietors, and their Agents, Servants, or Workmen, immediately to enter upon ſuch Lands, Grounds, or other Hereditaments reſpectively, and then and thereupon the Lands and Grounds, Water Mills, and other Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Eſtate, Uſe, Truſt, and Intereſt of any Perſon or Perſons therein, ſhall from thenceforth be veſted in, and become the ſole Property of the ſaid Company of Proprietors, to and for the Purpoſes of this Act for ever; and ſuch Tender, Payment, or Inveſtiture, ſhall not only bar all Right, Title, Claim, Intereſt, and Demand of the Perſon or Perſons, to whom the ſame ſhall or ought to have been made, but alſo ſhall extend to and ſhall be deemed and conſtrued to bar the Dower of the Wife of every ſuch Perſon, and all Eſtates Tail and other Eſtates in Reverſion and Remainder of his, her, or their Iſſue, and of every other Perſon whomſoever therein: Provided nevertheleſs, that before ſuch Payment, Security, Tender, or Inveſtment as aforeſaid, it ſhall not be lawful for the ſaid Company of Proprietors, or any Perſon acting under their Authority, to dig or cut into ſuch Lands or Grounds for the Purpoſe of making the ſaid Canal and Cut, or either of them, without Leave of the reſpective Owners or Occupiers thereof.

Verdicts to be recorded.

LXXXI. And be it further enacted, That all the ſaid Judgments and Verdicts (being firſt ſigned by the Clerk of the Peace, or his Deputy, preſent at the taking of ſuch Verdicts, and pronouncing of ſuch Judgment reſpectively), ſhall be kept by the reſpective Clerks of the Peace amongſt the Records of the Quarter Seſſions of the ſaid Counties of *Cambridge*, *Eſſex*, and *Hertford* reſpectively, as the caſe ſhall require, and ſhall be deemed to be Records of the ſaid Quarter Seſſions, to all Intents and Purpoſes, and the ſame or true Copies thereof ſhall be allowed to be good Evidence in all Courts whatſoever; and all Perſons ſhall have Liberty to inſpect the ſame, paying for ſuch Inſpection the Sum of One Shilling, and to take Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words, and ſo in Proportion for any leſs Number of Words.

Application of Compenſation when exceeding 200*l.*

LXXXII. And be it further enacted, That if any Money ſhall be agreed or awarded to be paid for any Lands, Tenements, or Hereditaments, or for any other Matter, Right, or Intereſt of what Nature or Kind ſoever purchaſed, taken, or uſed by virtue of the Powers of this Act for the Purpoſes thereof, which ſhall belong to any Corporation, Feme Covert, Infant, Lunatic, or Perſon or Perſons under any Diſability or Incapacity as herein-before mentioned, ſuch Money ſhall, in caſe the ſame ſhall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* "The Company of Proprietors of the *London* and *Cambridge* Junction Canal," together with the Name or Names of

of such Person or Persons, as any Three of the General Committee of the said Company shall by Writing signed by them direct and appoint, to the Intent that such Money shall be applied under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts or such other Incumbrance or Part thereof as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments, standing settled therewith, to the same or the like Uses, Intents or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments which shall be conveyed and settled to, for and upon such and the like Uses, Trusts, Intents and Purposes, and in the same Manner as the Messuages, Lands, Tenements, and Hereditaments which shall be so purchased, taken, or used as aforesaid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking Effect, and in the mean Time and until such Purchase shall be made, the said Money shall, by Order of the Court of Chancery upon Application thereto, be invested by the said Accountant General in his Name, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the mean Time and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and Annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid by Order of the said Court to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

When less than 200l. and exceeding 20l.

LXXXIII. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her or their Guardian or Guardians, Committee or Committees, in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the High Court of Chancery, and be placed to his Account as aforesaid, in order to be applied in Manner herein-before directed; or otherwise the same shall be paid at the like Option, to Two Trustees to be nominated by the Person or Persons making such Option, and approved by Three or more of the said General Committee (such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties) in order that such Principal Money and the Dividends arising thereon may be applied in Manner herein-before directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Chancery.

When less than 20*l.*

LXXXIV. Provided also, and be it further enacted, That where such Money so agreed or awarded to be paid as next before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, as the said General Committee, or any Three or more of them, shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, and to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of not making out Titles;

or if Persons cannot be found, Purchase Money to be paid into the Bank;

LXXXV. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid, shall not be able to make a good Title to the Premises, or shall refuse to execute such Conveyance or Conveyances; or in case such Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid cannot be found; or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said General Committee, or any Three or more of them, to order the said Sum or Sums so awarded to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them), subject to the Order, Controul, and Disposition of the said Court, which said Court, on the Application of any Person or Persons making Claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered in a summary Way of Proceeding or otherwise as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making Claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable;

subject to the Order of the Court of Chancery by Motion or Petition,

Cashier of the Bank to give a Receipt for such Money.

and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum and Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any Question shall arise touching the Title to Money to be paid, the Person who shall be in Possession of the Lands, &c. at the Time of such Purchase, shall be

LXXXVI. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken

taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court of Chancery, and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capitals of such Bank Annuities shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

deemed entitled thereto, according to such Possession.

LXXXVII. Provided also, and be it further enacted, That where by Reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Lands, Tenements, or Hereditaments, to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses, in pursuance thereof respectively, it shall be lawful for the said Court to order the Expences of all Purchases, from Time to Time to be made in pursuance of this Act, or so much of such Expences as the Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company of Proprietors, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

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

LXXXVIII. And be it further enacted, That all and every Person and Persons who shall have any Mortgage or Mortgages on such Lands, Tenements, and Hereditaments, not being in Possession thereof by virtue of such Mortgage or Mortgages, shall on the Tender of the principal Money and Interest due thereon, together with the Amount of Three Calendar Months Interest on the said Principal Money, by the said Company of Proprietors, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Company, or to such Person or Persons as they shall appoint; or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company of Proprietors, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Three Calendar Months (to be computed from the Day of giving such Notice) that then at the End of the said Three Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company of Proprietors or to such Person or Persons as shall be appointed in Trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid on such Tender or Payment, that then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due upon any such Mortgage or Mortgages, with all Interest due thereon, shall amount to more than the real Value of the Premises, to be ascertained as directed by this Act, then the said Company of Proprietors shall not be liable to pay the Mortgagee or Mortgagees more than the real Value of such Premises so ascertained as aforesaid: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money

Mortgagees to convey.

and Intereſt due on any Mortgage as aforeſaid into the Bank of *England* at the End of Three Calendar Months from the Day of giving ſuch Notice as aforeſaid, for the Uſe of the Mortgagee or Mortgagees, the Caſhier or Caſhiers of the Bank ſhall give a Receipt or Receipts for the ſaid Money in like Manner as is herein-before directed in Caſes of other Payments into the Bank, and thereupon all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim, and Demand of the ſaid Mortgagee or Mortgagees, and of all and every Perſon or Perſons in Truſt for him, her, or them, ſhall veſt in the ſaid Company, and they ſhall be deemed to be in the actual Poſſeſſion of the Premiſes compriſed in ſuch Mortgage or Mortgages, to all Intents and Purpoſes whatſoever: Provided alſo, that if ſuch Mortgage or Mortgages ſhall compriſe any other Lands, Tenements, or Hereditaments, than thoſe which ſhall be ſo purchaſed or taken by the ſaid Company of Proprieters, ſuch Mortgagee or Mortgagees ſhall upon Payment or Tender of the Sum ſo aſcertained as the Value of the ſaid Lands, Tenements, or Hereditaments as aforeſaid, forthwith convey, aſſign, and transfer his, her, or their Intereſt in ſuch Lands, Tenements, or Hereditaments to the ſaid Company of Proprietors, or to ſuch Perſon or Perſons as ſhall be appointed in Truſt for them; and in Default of their doing ſo, and on Payment of ſuch Money into the Bank of *England*, for the Uſe of the Mortgagee or Mortgagees, the Caſhier or Caſhiers of the Bank ſhall give ſuch Receipt or Receipts as above mentioned, and thereupon all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim, and Demand of the ſaid Mortgagee or Mortgagees, and of all and every Perſon and Perſons in Truſt for them in the ſaid Lands, Tenements, or Hereditaments, the Value whereof ſhall have been ſo aſcertained and paid into the Bank as aforeſaid, ſhall veſt in the ſaid Company, and they ſhall be deemed to be in the actual Poſſeſſion of the ſaid Premiſes to all Intents and Purpoſes whatſoever; and ſuch Sums of Money ſhall be deducted from the Amount of the Principal and Intereſt due to ſuch Mortgagee or Mortgagees by virtue of ſuch Mortgage or Mortgages.

Power to provide Warehouſes at a Diſtance from the Canal.

LXXXIX. And be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors to erect or otherwiſe provide any Warehouſes or other Buildings for the depoſiting or keeping any Goods, Merchandize or other Things carried or conveyed or intended to be carried or conveyed upon the ſaid Canal and Cut, or for an Office or Offices for tranſacting the Buſineſs of the ſaid Company therein, at any Diſtance from the ſaid Canal and Cut, which they ſhall judge neceſſary or convenient; and for that Purpoſe the ſaid Company may and are hereby authorized and empowered to purchaſe, leaſe, or hire any Ground or Buildings where they ſhall think proper, provided the Owners and Proprietors of, and other Perſons intereſted in ſuch Ground or Buildings, or the Guardians, Committees, or Truſtees of ſuch of them as ſhall be under any Diſability or Incapacity of acting for themſelves, ſhall be conſenting to ſell or let the ſame (and which Conſent they are hereby reſpectively authorized and empowered to give), and not otherwiſe.

Company empowered to reſell Land not wanted.

XC. And whereas in purſuance of the Proviſions of this Act, or to avoid Diſputes with the Owners of Lands, Grounds, and Hereditaments which are or may be affected by making the ſaid Canal, Cut, and other Works, the ſaid Company of Proprietors may purchaſe Lands and Buildings not neceſſary to be made uſe of for the Purpoſes of this Act, be

be it therefore further enacted, That it ſhall be lawful for the ſaid Company of Proprietors by Indenture under their Common Seal, to grant and convey by Way of abſolute Sale for a Conſideration in Money, ſuch Part or Parts of the Lands or Buildings which ſhall be ſo purchaſed by and conveyed to them as aforeſaid, as ſhall not be wanted for the Purpoſes of this Act; and Conveyances from the ſaid Company of Proprietors ſhall be valid and effectual, any Thing in this Act contained, or any other Law, Statute, or Cuſtom to the contrary thereof in anywiſe notwithſtanding; and upon Payment of the Money, which ſhall ariſe by Sale or Sales of ſuch Lands, Rents, or Premiſes, it ſhall and may be lawful for the Treaſurer or Treaſurers for the Time being to the ſaid Company of Proprietors to ſign and give Receipts for the Money for which the ſame ſhall be ſold, which Receipts ſhall be ſufficient Diſcharges to any Perſon or Perſons for the Purchaſe Money for which ſuch Lands, Rents, or Premiſes ſhall be ſold, or for ſo much thereof as in ſuch Receipts ſhall be acknowledged or expreſſed to be received; and ſuch Perſon or Perſons ſhall not afterwards be anſwerable or accountable for any Loſs, Miſ-application, or Non-application of ſuch Purchaſe Money, or any Part thereof: Provided always, that the ſaid Company of Proprietors, before they ſhall ſell and diſpoſe of ſuch Lands or Buildings, ſhall firſt offer to reſell the ſame to the Perſon or Perſons from whom they ſhall have purchaſed the ſame, or would have been then entitled thereto in caſe ſuch Lands or Buildings had not been purchaſed by the ſaid Company of Proprietors; the Price at which the ſame ſhall be re-ſold being adjuſted and ſettled by a Jury, in like Manner as the Price for any Land to be taken in purſuance of this Act is herein-before directed to be ſettled, in caſe of Difference or Diſpute as to the Value thereof; and if ſuch Perſon or Perſons ſhall not agree or ſhall refuſe to re-purchaſe the ſame, it ſhall and may be lawful to and for any Perſon or Perſons not intereſted in the Premiſes, to make an Affidavit to be ſworn before a Maſter Extraordinary of the High Court of Chancery, or before One of His Majeſty's Juſtices of the Peace for the County where ſuch Lands or Buildings ſhall lie or be, ſtating that ſuch Offer was made by or on the Behalf of the ſaid Company of Proprietors, and that ſuch Perſon or Perſons did not agree or refuſed to purchaſe ſuch Lands or Buildings, as the Caſe may be, and ſuch Affidavit ſhall in all Courts be ſufficient Evidence and Proof that ſuch Offer was made and not agreed to, or refuſed.

Company enabled to raiſe Money.

XCI. And, to the End that the ſaid Company of Proprietors may be enabled to carry on and complete the ſaid Undertaking, be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors to raiſe and contribute among themſelves in ſuch Proportions as to them ſhall ſeem meet and convenient, a competent Sum of Money for making and completing the ſaid Canal and Cut, and all the Works and Conveniences to the ſame belonging, or requiſite and uſeful thereto reſpectively, ſo as that the ſame do not exceed the Sum of Five hundred and ſeventy thouſand Pounds in the Whole, (except as herein-after is mentioned), and the Money ſo to be raiſed is hereby directed and appointed to be laid out and applied in the firſt Place for and towards Payment, Diſcharge, and Satisfaction of all Fees and Diſburſements in obtaining and paſſing this Act, and for making the Surveys, Plans, and Eſtimates preparatory and incident thereto, and all other Expences relating to the ſame; and all the Reſidue and Remainder of ſuch Money ſhall be uſed and applied for and towards making,

completing,

completing, and maintaining the ſaid Canal, Cut, and other Works reſpectively, and for other the Purpoſes of this Act; and ſo much of the ſaid Sum as ſhall be raiſed and contributed by Subſcription ſhall be divided and diſtinguiſhed into as many equal Shares of One hundred Pounds each as the ſame ſhall amount unto, which Shares ſhall be numbered in numerical Progreſſion, and ſhall be deemed Perſonal Eſtate, and ſhall be tranſmiſſible as ſuch, and not of the Nature of Real Property; and the ſaid Shares ſhall be and are hereby veſted in the ſaid ſeveral Subſcribers and their ſeveral and reſpective Executors, Adminiſtrators, Succeſſors, and Aſſigns, to their and every of their proper Uſe and Behoof, proportionably to the Sums which they ſhall ſeverally ſubſcribe and pay thereunto; and all and every the Bodies Politic, Corporate, and Collegiate, and all and every Perſon and Perſons, and their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, who ſhall ſeverally ſubſcribe and pay in the Sum of One hundred Pounds for every Share, or ſuch Sum or Sums as ſhall be demanded in lieu thereof, towards carrying on and completing the ſaid Navigation, ſhall be entitled to and receive, after the ſame ſhall be completed, the entire and Net Diſtribution of a proportionate Part of the Profits and Advantages that ſhall and may ariſe and accrue by virtue of the Sum and Sums of Money to be raiſed, recovered, or received by the Authority of this Act, and ſo in Proportion for any greater Number of Shares; and every Body Politic, Corporate or Collegiate, Perſon or Perſons having One Share in the ſaid Undertaking, and ſo in Proportion as aforeſaid, ſhall bear and pay an adequate proportionate Sum of Money towards carrying on the ſaid Undertaking in Manner herein-after directed and appointed; and in caſe the ſaid Sum of Five hundred and ſeventy thouſand Pounds ſhall at any Time or Times be deemed or found inſufficient for the making, completing, and maintaining the ſaid Canal and Cut, and other the Works hereby authorized to be made, and all neceſſary Charges and Expences relating thereto, then and in ſuch Caſe it ſhall be lawful for the ſaid Company of Proprietors to raiſe and contribute among themſelves in Manner and Form as is herein-before directed, and in ſuch Shares and Proportions as to them ſhall ſeem meet, or to raiſe by the Admiſſion of new Subſcribers any further or other Sum of Money for perfecting and completing the ſaid Navigation, not exceeding the Sum of Three hundred thouſand Pounds; and every ſuch new Subſcriber (if any) ſhall become a Proprietor in the ſaid Navigation and Undertaking, and ſhall be entitled to exerciſe and enjoy the ſame Powers, Privileges, and Advantages, and ſhall alſo be liable to the ſame Reſtrictions, Penalties, and Forfeitures, as if ſuch further or other Sum hereby allowed to be ſubſcribed for and raiſed, had been Part or Parcel of the ſaid original Subſcription; but in caſe the ſaid Company of Proprietors ſhall be deſirous to raiſe ſuch further and other Sum, or any Part thereof, by Mortgage of the ſaid Navigation and Undertaking, inſtead of by Contribution or Subſcription, then and in ſuch Caſe it ſhall be lawful for the ſaid Company of Proprietors to borrow and take up at Intereſt of and from any Perſon or Perſons who ſhall be willing to advance and lend the ſame upon the Credit of the ſaid Navigation, any ſuch further Sum or Sums of Money, not exceeding in the Whole the ſaid Sum of Three hundred thouſand Pounds, as to them ſhall ſeem fit and convenient; and they are hereby authorized and empowered to aſſign and make over their ſaid Canal and Cut and other Works, and the Rates to ariſe by virtue of this Act, or any of them, or any Part thereof, as a Security for any Sum

If not ſufficient, the Company may raiſe a further Sum among themſelves.

Or by Mortgage.

or Sums of Money so to be borrowed with Interest to the Person or Persons who shall advance the same, or to his, her, or their Trustee or Trustees, by Deed or Mortgage under the Common Seal of the said Company, according to the Form following; (that is to say),

Form of Mortgage.

'WE, the Company of Proprietors of *The London and Cambridge Junction Canal*, in Consideration of the Sum of to us paid by of do hereby by virtue of an Act of Parliament passed in the Fifty-second Year of the Reign of King *George* the Third, intituled [*set forth the Title of the Act*] bargain, sell, and transfer unto the said all and singular the Rates arising by virtue of the said Act, and also the said Navigation and Undertaking, and all the Right, Title, and Interest of us the said Company of Proprietors of, in, and unto the same, to hold unto the said his Executors, Administrators, and Assigns, until the said Sum of together with Interest for the same after the Rate of *per Centum per Annum* shall be fully paid off and discharged. Given under Our Common Seal the Day of .'

And all Persons to whom such Mortgages shall be made shall be equally entitled to their Proportion of the said Rates and Premises, according to their respective Sums in such Mortgages mentioned, to be advanced without any Preference, by Reason of the Priority of Date, or any such Mortgage or any other Account whatsoever; and the Money so to be borrowed is hereby directed and appointed to be laid out and applied for and towards the making, completing, and maintaining, the said Navigation and Works hereby authorized to be made, and other the Purposes of this Act, and to no other Use or Purpose whatsoever; and an Entry or Memorial of every such Mortgage, containing the Number and Date thereof, and an Account of the Name or Names of the Party or Parties (with their proper Additions) to whom the same shall have been made, and of the Sum of Money borrowed, together with the Rate of Interest to be paid thereon, shall, within Thirty Days next after the Date thereof, be written and inserted *gratis* in One or more Book or Books to be kept for that Purpose by the Clerk of the said Company of Proprietors, which Book or Books shall and may be perused at all seasonable Times by the Proprietors or Creditors of the said Undertaking, without Fee or Reward; and all and every Person or Persons to whom any such Mortgage shall have been made, or who shall be entitled to the Money thereby secured, may from Time to Time assign or transfer his, her, or their Right, Title, Interest or Benefit therein to any Person or Persons whomsoever; which Transfer shall be made according to the Form following; (that is to say),

Form of Transfer by Mortgagees.

'I of in Consideration of the Sum of paid by of do hereby transfer a certain Mortgage made by the Company of Proprietors of *The London and Cambridge Junction Canal*, (Number) bearing Date the Day of for securing the Principal Sum of and the Interest now due and hereafter to become due thereon, and all my Right and Property therein to the said his Executors,

« Executors, Administrators, and Assigns. In Witness whereof I have « hereunto set my Hand and Seal, this Day of « in the Year of our Lord

And every such Transfer shall, within Fourteen Days after the Date thereof, be produced and notified to the Clerk or Clerks to the said Company of Proprietors, who shall thereupon cause an Entry or Memorial to be made thereof, containing the Date and Names of the Parties in the said Book or Books, to be kept for entering the said original Mortgages, for which last-mentioned Entry such Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made every such Assignment shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators, and Assigns to the full Benefit of the original Mortgage; and it shall not be in the Power of such Person or Persons who shall have made such an Assignment or Assignments, at any Time afterwards to make void, release, or discharge the original Mortgage or any Money thereby secured, or any Part thereof.

Or by Promissory Notes.

XCII. Provided always, and be it further enacted, That if the said Company of Proprietors shall think it more expedient to borrow such further Sum of Three hundred thousand Pounds, or any Part thereof, by Promissory Notes under the Common Seal of the said Company, it shall and may be lawful for them so to do, and that such Notes shall be made payable in such Manner and at such Time or Times, and with such legal or less Rate of Interest as the said Company shall think proper, and either with or without Power in the Holders of such Notes to have an Option of being admitted to hold a Share of One hundred Pounds in lieu of the Principal Money thereby to be secured, or so much or such Parts thereof as the said Company of Proprietors or their Directors for the Time being, and the Person or Persons advancing such Money on the Security of the said Notes, shall jointly agree upon; so nevertheless that no Person be in any Case admitted to hold a Share of One hundred Pounds, in lieu of a less Principal Sum of Money than One hundred Pounds advanced on the Security of such Notes, the Particulars of such Option being at all Times expressed in the said Notes; and the Rates authorized to be taken, and which shall arise and be taken by virtue of this Act, shall be a Security for any Sum or Sums of Money so to be borrowed as aforesaid, with Interest to the Person or Persons who shall from Time to Time be entitled to such Securities, and the Principal Money and Interest thereby secured; and all Persons to whom any such Securities as aforesaid shall be given shall be equally entitled to a Claim or Lien on the said Rates in Proportion to the respective Sums mentioned thereby to be secured and advanced as if the same were advanced upon Mortgage or Assignments of the said Rates in pursuance or by virtue of this Act, and without any Preference by reason of the Priority of Date of any such Securities, or on any other Account whatsoever; and the Interest of the Money so to be borrowed on Mortgage or Promissory Notes as aforesaid shall be paid Half-yearly to the several Persons entitled thereto, in Preference to any Interest or Dividend due and payable by virtue of this Act to the said Company of Proprietors, or to any of them.

Interest to be paid in Preference to Dividends.

Canal, &c. not to be proceeded in till 425,250l. subscribed for.

XCIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company of Proprietors to take any Lands, Grounds, or Premises, for the Purposes of this

this Act, or to commence the said Canal, Cut, Reservoirs, or other Works herein authorized to be made, until a sufficient Number of Subscribers shall have been obtained, who will undertake to raise the Sum of Four hundred and twenty-five thousand two hundred and fifty Pounds, being equal to Three-fourth Parts of the Estimate for the Completion thereof, in Shares of One hundred Pounds each Share, such Subscription to be proved to the Satisfaction of the Justices assembled at some Court of General or Quarter Sessions of the Peace, to be holden in and for either of the Counties of *Essex* and *Cambridge*, and a List of such Subscribers with their Residences, and Amount of the Sums respectively subscribed for by them, shall be deposited with the Clerk of the Peace for such of the said Counties in which such Proof is intended to be made, One Calendar Month at least previous to such Court of General or Quarter Sessions; and all Persons shall have Liberty to inspect such List, paying One Shilling for each Inspection, and also take Copies thereof, paying for every such Copy at the Rate of One Shilling for every One hundred Words, and so in Proportion for any less Number; and Notice of the intended Proof shall be given Three Times by the Clerk of the said Company of Proprietors in one or more of the Newspapers usually circulated in the Counties of *Essex* and *Cambridge*, Three successive Weeks immediately preceding such Court of General or Quarter Sessions; and in case a sufficient Number of Subscribers shall not be obtained on or before the First Day of *January* One thousand eight hundred and sixteen, who shall have subscribed the said Sum of Four hundred and twenty-five thousand two hundred and fifty Pounds, at the least, in the Manner aforesaid, and to be proved as hereinbefore directed, then and in such Case this Act, and every Clause, Matter, and Thing herein contained, so far as relates to the making and maintaining the said Canal and Cut, and other Works hereby authorized to be made, shall from thenceforth be repealed and become null and void to all Intents and Purposes whatsoever.

First and other General Assemblies.

XCIV. And be it further enacted, That the First General Assembly of the said Company of Proprietors for putting this Act into Execution shall be held at the *City of London Tavern*, or at some other public Place of Business within the Cities of *London* and *Westminster*, or either of them, within One Calendar Month next after the passing thereof; of which Assembly not less than Fourteen Days Notice (both Days inclusive) shall be given by publick Advertisement in the *London Gazette*, and in some one or more Newspapers usually circulated in the City of *London*, and in the Counties of *Cambridge*, *Essex*, and *Hertford*; and all future General Assemblies of the said Company (except such Special General Assemblies as herein-after mentioned) shall be held upon the First *Thursday* in the Months of *May* and *November* respectively in every Year at the Hour of Eleven in the Forenoon, at such Place or Places as the said Company of Proprietors at their preceding General Assemblies shall from Time to Time direct and appoint, within Forty Miles of the said intended Canal; and in case no Place or Places shall have been so appointed, then such General Assembly shall be holden at the Place where the last preceding General Assembly was holden, of which future General Assemblies not less than Ten Days Notice (both Days inclusive) shall be given by Publick Advertisement in the *London Gazette*, and in such other Publick Newspapers as herein-before mentioned, or in such other Manner as the said Company of Proprietors at their respective General Assemblies shall direct.

XCV. And

Chairman to be appointed.

XCV. And be it further enacted, That the ſaid Company of Proprietors at their General and Special General Aſſemblies ſhall and may appoint a Chairman, and ſuch Chairman ſhall not only vote as a Proprietor, but in caſe of an Equality of Votes ſhall have the deciſive or caſting Vote.

Court of Directors.

XCVI. And be it further enacted, That the ſaid Company of Proprietors ſhall at their ſaid Firſt General Aſſembly, or at ſome Adjournment thereof, nominate and appoint Nine Perſons of and out of the ſaid Company of Proprietors to conſtitute a Court of Directors for managing and conducting the Affairs, Concerns, and Buſineſs of the ſaid Undertaking, until the Firſt *Thurſday* in the Month of *May* following; but no Perſon ſhall be capable of being choſen or of acting as ſuch Director unleſs he ſhall hold and be poſſeſſed in his own Right of Ten Shares at the leaſt in the ſaid Undertaking: Provided always, that no Perſon holding any Office, Employment, or Contract under the ſaid Company ſhall be capable of being choſen or acting as a Director during the Time of his Continuance in ſuch Place, Office, or Employment, or holding ſuch Contract.

General Aſſemblies for appointing Directors, to conſiſt of 800 Shares.

XCVII. Provided always, and be it further enacted, That if at any ſuch General Aſſembly there ſhall not be Perſons preſent who ſhall be poſſeſſed of Eight hundred Shares at the leaſt in the ſaid Undertaking, no Nomination, Appointment, or Removal of any Director or Directors ſhall be made or directed at that Time, but in ſuch Caſe there ſhall be another Aſſembly of the Company of Proprietors of the ſaid Undertaking, held at the ſame Place in the Week then next following, and on the ſame Day in that Week, and ſo from Time to Time, until there ſhall be Perſons preſent at ſuch Aſſembly, having ſuch Number of Shares as aforeſaid, and ſuch Nomination, Appointment, or Removal ſhall then take place, and the Perſon or Perſons then appointed to be ſuch Director or Directors ſhall have the ſame Powers which he or they would have had, and ſhall continue in Office until ſuch Time as he or they would have done had he or they been choſen by the ſaid Firſt Aſſembly herein-before appointed; and in caſe of Failure of the aſſembling of a ſufficient Number of Proprietors having Eight hundred Shares at ſuch Firſt Aſſembly, every Proprietor who ſhall not perſonally attend ſuch Second General Aſſembly ſhall forfeit to the ſaid Company of Proprietors, for every Share which he or they ſhall poſſeſs in the ſaid Undertaking, the Sum of Ten Shillings to be deducted out of the next ſucceeding Payment of Intereſt or Dividends of the Profits of the ſaid Undertaking after ſuch Non-attendance; and in caſe no Intereſt or Dividends ſhall be payable to ſuch Perſon or Perſons ſo making Default as aforeſaid, within Two Calendar Months next after the making of ſuch Default, then ſuch Forfeiture ſhall be recovered by the Ways and Means herein-after appointed for the Recovery of any of the other Penalties or Forfeitures impoſed by this Act.

Subſequent Appointment of Directors in the Room of thoſe going out by Rotation.

XCVIII. And be it further enacted, That the ſaid Nine Perſons ſo nominated and appointed, or the Perſon or Perſons appointed in their Room or Stead reſpectively, by virtue of this Act, ſhall continue in Office until the ſaid Firſt *Thurſday* in the Month of *May*, and on ſuch Day Three of the ſaid Directors ſhall go out of Office and ceaſe to be Directors of the ſaid Company; and in order to determine who of the ſaid Directors

ſhall go out of Office and ceaſe to be Directors, the Clerk of the ſaid Company at the General Aſſembly of the ſaid Company to be holden on that Day (or ſome Adjournment thereof) ſhall, and he is hereby required to write upon Nine diſtinct Pieces of Paper of equal Size, the Name of One of each of the ſaid Directors, and all ſuch Papers ſhall be rolled up in the ſame Form as near as may be and put into a Box or Wheel, and Three of ſuch Papers ſhall then be drawn out of ſuch Box or Wheel by ſuch Clerk One by One; and the Three Directors whoſe Names ſhall be written upon ſuch Papers reſpectively, ſo drawn, ſhall go out of Office and ceaſe to be Directors of the ſaid Company; and the ſaid Company ſhall then nominate and appoint Three other Members of the ſaid Company, who ſhall ſeverally be poſſeſſed of and entitled to Ten Shares at the leaſt in the ſaid Undertaking, and ſuch Three Perſons ſo appointed ſhall continue in Office for the Space of Three Years (except in caſe of Death or Refuſal to act, or ceaſing to be qualified in Manner by this Act directed) and no longer, and on the Firſt *Thurſday* in the next ſucceeding Month of *May* Three more of the Directors firſt nominated and appointed by virtue of this Act as Directors, or the Perſon or Perſons nominated or appointed in his or their Room or Stead, ſhall go out of Office and ceaſe to be Directors of the ſaid Company; and in order to determine who of ſuch Six Directors ſhall go out of Office and ceaſe to be Directors of the ſaid Company, the Clerk of the ſaid Company at the General Aſſembly of the ſaid Company to be holden on that Day (or at ſome Adjournment thereof) ſhall and he is hereby required to write upon Six diſtinct Pieces of Paper of an equal Size, the Name of One of each of ſuch Directors, and all ſuch Papers ſhall be rolled up in the ſame Form as near as may be and put into a Box or Wheel, by ſuch Clerk, and Three of ſuch Papers ſhall then be drawn out of ſuch Box or Wheel by ſuch Clerk One by One, and the Directors whoſe Names ſhall be written upon ſuch Papers reſpectively ſo drawn ſhall go out of Office and ceaſe to be Directors of the Company, and the ſaid Company ſhall then nominate and appoint Three other Members of the ſaid Company qualified as aforeſaid, to be Directors of the ſaid Company in the Room or Stead of ſuch Three Directors, and ſuch Three Perſons ſo nominated and appointed ſhall continue in Office for the Space of Three Years (except in caſe of Death or Refuſal to act, or ceaſing to be qualified in Manner by this Act directed) and no longer, and on the Firſt *Thurſday* in the next ſucceeding Month of *May* the Three remaining Directors firſt nominated and appointed by virtue of this Act as Directors, or the Perſon or Perſons nominated or appointed in his or their Room or Stead, ſhall go out of Office and ceaſe to be Directors of the ſaid Company; and the ſaid Company ſhall at their General Aſſembly to be holden on that Day, nominate and appoint Three other Members of the ſaid Company qualified as aforeſaid, to be Directors of the ſaid Company in the Room or Stead of ſuch Three Directors; and ſuch Three Perſons ſo nominated and appointed ſhall continue in Office for the Space of Three Years (except in caſe of Death or Refuſal to act, or ceaſing to be qualified in Manner by this Act directed) and no longer; and on the Firſt *Thurſday* in every ſucceeding Month of *May* in each and every Year, Three Directors out of the Members of the ſaid Company qualified as aforeſaid ſhall be nominated and appointed by the ſaid Company; and ſuch Three Directors ſhall continue in Office for the Space of Three Years (except in caſe of Death or Refuſal to act, or ceaſing to be qualified in Manner by this Act directed)

and no longer: Provided always, that it shall and may be lawful to and for the said Company of Proprietors again to nominate and appoint any such Person or Persons so qualified as aforesaid and going out of Office to be a Director or Directors of the said Company.

Subsequent Appointment of Directors in the Room of those dying, &c.

XCIX. And be it further enacted, That in case any Person or Persons nominated and appointed to be Directors of the said Company in Manner aforesaid, shall die or refuse to act, or cease to be possessed of Ten Shares at least in the said Undertaking, or shall hold any Place, Office, Employment or Contract under the said Company, in any of which Cases it shall be lawful for the said Company of Proprietors at a General or Special Assembly of the said Company, to nominate and appoint from and out of the said Company, some Person or Persons qualified as aforesaid to be a Director or Directors of the said Company in the Room or Stead of the Director or Directors so dying, refusing to act, ceasing to be qualified, or holding any Place, Office, Employment or Contract under the said Company; and every Person or Persons so nominated and appointed shall have the like Powers and Authorities, and shall be subject to the like Rules, Orders, Regulations, and Restrictions, as the Person or Persons in whose Room or Stead he or they shall be so nominated and appointed, and shall continue in Office as a Director for such Time and no longer as the Director in whose Room or Stead he shall be so nominated or appointed, would have continued in Office.

Powers of General Assemblies.

C. And be it further enacted, That the said Company of Proprietors shall have Power and Authority at any such General Assembly, to remove and displace any Person or Persons who shall have been nominated a Director or Directors by virtue of this Act, and from Time to Time to nominate and appoint another Person or Persons qualified as aforesaid in his or their Room or Stead; and that it shall and may be lawful to and for the said Company of Proprietors at any General Assembly, to order and dispose of the Custody of their Common Seal, and the Use and Application thereof, and to make such Rules, Bye Laws, and Orders for the good Government of the said Company, and of their Directors, Treasurers, Receivers, Collectors, Clerks, Officers, Servants, Agents, and Workmen, and for the whole complete and total Superintendance and Management of the said Canal and Cut and other Works, and of the Bargemen, Watermen, Boatmen, and others, who shall convey any Goods, Wares, or any other Article or Thing upon any Part of the said Canal and Cut, and to impose and inflict such reasonable Fines or Forfeitures upon all Persons who shall offend against any Rules, Bye Laws, or Orders, as to them shall seem meet, not exceeding the Sum of Five Pounds for any Offence, which said Rules, Bye-Laws, and Orders being reduced into Writing under the Common Seal of the said Company of Proprietors shall be binding upon, and observed by all Parties using or in any way concerned in the said Canal and Cut or either of them, and shall be sufficient in any Court of Law or Equity, to justify all Persons who shall act under the same, provided that they be not inconsistent with or repugnant to the Laws of this Realm, or to the Provisions and Directions in this Act contained or to any of them, and Copies of such Rules, Bye-Laws and Orders shall be printed, and constantly affixed on such Places near or adjoining the said Canal and Cut, as the said General Assembly shall direct; and all such Rules, Bye-Laws, and Orders

shall

shall be subject to appeal in manner herein directed; and that all Accounts of Money received, laid out and disbursed on Account of the said Canal by the Treasurers, Receivers, or Collectors of the Rates and other Officers appointed by the said Company, or by any other Person or Persons whomsoever employed by or concerned for or under them, in and about the said Canal, Cut, or the Works thereto belonging, shall be laid before the said General Assembly to be audited and settled, and the said Company of Proprietors shall have Power to adjourn themselves from Time to Time to such Place or Places, as shall at such General Assemblies be thought proper and convenient.

General Assembly to appoint Officers,

CI. And be it further enacted, That it shall be lawful for the said Company of Proprietors at any General Assembly, and they are hereby authorized and required from Time to Time, to nominate and appoint by Writing under their Common Seal, a Treasurer or Treasurers, and one or more Collector or Collectors of the Rates and Tolls herein allowed to be demanded and taken, and also one or more Clerk or Clerks to the said Company, and such other Officers as to them shall seem meet, granting to them respectively such Salary, and taking such Security for the due Execution of their respective Offices, as the said Company shall think proper; and such Clerk or Clerks shall in a proper Book or Books to be provided by the said Company for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors of or entitled to any Share or Shares therein, and of all Acts, Proceedings, and Transactions of the said Company, and of the said Court of Directors by virtue of and under the Authority of this Act, and each of the said Proprietors of the said Undertaking, shall and may at all convenient Times have Recourse to and peruse and inspect the same *gratis*, and may demand and have Copies thereof, or of any Part thereof, paying for every One Hundred Words so to be copied the Sum of Sixpence; and if any such Clerk or Clerks to the said Company shall refuse to permit any Proprietor so interested as aforesaid, to inspect or peruse such Book or Books of Proceedings at all convenient Times, or refuse to make any such Copy or Copies at the Rate or Price as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds.

and take Security from them.

Assembly of Proprietors may be specially convened.

CII. And be it further enacted, That if it shall at any Time appear that for the more effectually putting this Act into Execution, a Special General Assembly of the said Company of Proprietors is necessary to be held, it shall be lawful for any Ten or more Proprietors possessed of One Hundred Shares in the Whole at least in the said Undertaking, to cause Fourteen Days Notice at least to be given of such Special General Assembly by public Advertisement in the *London Gazette*, and in some One or more of the Newspapers usually circulated in the City of *London*, and in the Counties of *Cambridge*, *Essex*, and *Hertford*, or in such other Manner as the said Company shall at any General Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special General Assembly, and the Time when and Place where the same shall be held (such Place being where the same shall be directed from Time to Time by the General Assemblies of the said Company, and not elsewhere); and the said Company are hereby authorized to

meet pursuant to such Notice, and such of them as shall be present, shall proceed to the Execution of the Powers by this Act given to the said Company of Proprietors, with respect to such Matters alone as shall be specified in such Notice; and all such Acts of the Proprietors, or of the major Part of them so met together, at every such Special General Assembly, (provided the Proprietors present shall be possessed of Eight Hundred Shares at least in the said Navigation), shall be as valid with respect to the Matter specified in such Notice, as if the same had been done at any stated General Assembly.

Votes.

CIII. And be it further enacted, That all and every Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, their Successors, Executors, Administrators, or Assigns, who shall by virtue of this Act have subscribed or undertaken for or become the Proprietor or Proprietors of Shares in the said Undertaking, and his, her, and their Executors, Administrators, and Assigns, shall have a Vote at every such General or Special General Assembly, to be held by the said Company by virtue of this Act, for or in respect of every Five Shares which he, she, or they shall have so subscribed or undertaken for, or become the Proprietor or Proprietors of; and that no Proprietor or Proprietors of a less Number of Shares than Five shall have a Vote at such General or Special General Assemblies as aforesaid; and every Question, Matter, or Thing, which shall be proposed, discussed, or considered in any such General or Special General Assembly, shall be finally determined by the Majority of Votes then present; and any Question at such General or Special General Assembly, if required by any One or more Persons present, each having Two Votes, shall be determined by Ballot, to be entered upon and completed forthwith, in which Case the Chairman for the Time being shall in like Manner have a decisive or casting Vote.

Regulations respecting the Court of Directors;

Powers of the same.

CIV. And be it further enacted, That no Director shall have more than one Vote at any Court of Directors except the Chairman, who shall be chosen by and out of the said Directors, and who, in case of an Equality of Votes upon any Question agitated in the said Court of Directors, shall have the decisive or casting Vote, although he may have given one Vote before; and that all the Powers and Authorities hereby vested in or directed to be exercised by the said Directors, may be done and exercised by the major Part of them present at their respective Courts or Meetings, the whole Number present not being less than Three; and such Directors shall from Time to Time make Reports of their Proceedings to the General Assemblies of the Company, and shall obey their Orders and Directions; and the said Directors shall (subject nevertheless at all Times to such Orders and Directions as aforesaid) meet at such Times and Places, and from Time to Time adjourn themselves to such other Time and Place as they shall think fit; and the said Directors shall, by their Clerk or Clerks, Accountant or Accountants, keep a full and true Account of all Money disbursed and Payments made, and of all and every Sum and Sums of Money which shall be received in respect of this Undertaking, by and from any Person or Persons whomsoever employed in or having any Concerns, Dealings, or Transactions therewith, or any Part thereof; and also regularly write and enter into a Book or Books, to be from Time to Time provided

at

at the Expence of the ſaid Company for that Purpoſe, Notes, Minutes, or Copies (as the Caſe ſhall require) of their Orders and Proceedings; which Book or Books ſhall be depoſited with and kept under the Care and Direction of the ſaid Court of Directors (provided always, that every Proprietor, upon reaſonable Deſire, ſhall have free Acceſs thereto, as herein-before mentioned, for his or her Inſpection); and the ſaid Directors ſhall have Power and Authority to contract for and purchaſe Meſſuages, Lands, Hereditaments, and Materials for the Uſe of the ſaid Undertaking, and the Works thereunto belonging, and direct the Workmen, appoint and diſplace Collectors, Under Officers, Clerks, Servants, and Agents, make all Contracts and Bargains touching the ſaid Undertaking, and ſell or demiſe ſuch Lands or Buildings as ſhall not be wanted for the Uſe of the ſaid Company, and do, execute, and perform all other Matters and Things whatſoever neceſſary and expedient to be done in and about the ſaid Navigation and Undertaking, and which the ſaid Company are by this Act empowered to do, ſave and except ſuch only as are hereby directed to be done by the Proprietors at their General Aſſemblies as herein mentioned.

For appointing Officers in Caſes of Vacancy.

CV. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Directors, to ſuſpend or remove any Treaſurer, Engineer, Clerk, Collector, Officer, or Servant of the ſaid Company, for any Neglect, Miſconduct, or Inability, and to appoint ſome other Perſon in their reſpective Places; and alſo to fill up the Vacancies that may occur by Death, Reſignation, or otherwiſe; but in caſe any ſuch new Appointment ſhall be made by the ſaid Directors, the ſame ſhall only continue until the next General or Special General Aſſembly of the ſaid Proprietors, when the Appointment of ſuch Perſon ſhall either be confirmed, or ſuch other fit Perſon ſhall be appointed to ſucceed to ſuch Office, as the ſaid Proprietors at ſuch General or Special General Aſſembly ſhall think proper.

Officers, &c. to account.

CVI. And be it further enacted, That every ſuch Treaſurer, Engineer, Clerk, Collector, and all other Officers and Perſons ſo to be appointed as aforeſaid, ſhall, under their Hands, at ſuch Time and Times, and in ſuch Manner as the ſaid Company of Proprietors or other Directors ſhall direct, deliver to the ſaid Company of Proprietors, or to the ſaid Directors, or to ſuch Perſon or Perſons as they ſhall reſpectively appoint, true and perfect Accounts in Writing of all Matters and Things committed to their Charge by virtue of this Act; and alſo of all the Monies which ſhall have been by ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Officers, and Perſon or Perſons reſpectively received by virtue, and for the Purpoſes of this Act; and how much thereof hath been paid and diſburſed, and for what Purpoſes, together with the proper and legal Receipts or Vouchers for ſuch Payments, and ſhall pay all ſuch Monies as ſhall remain in their reſpective Hands to the ſaid Company of Proprietors, or to the ſaid Directors, or to ſuch Perſon or Perſons as they ſhall reſpectively appoint; and if any ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Perſon ſhall refuſe to produce or deliver up ſuch Receipts or Vouchers, or to make Payment as aforeſaid, or ſhall not deliver to the ſaid Company of Proprietors, or to the ſaid Directors, or to ſuch Perſon or Perſons as they reſpectively ſhall appoint, within Fourteen Days after being thereunto required by the ſaid Company of Proprietors,

or by the ſaid Directors, all Books, Papers and Writings in his or their Cuſtody or Power relating to the Execution of this Act, or ſhall refuſe or neglect to pay ſuch Monies as upon the Balance of an Account or Accounts ſhall appear to be in their reſpective Hands to the ſaid Company of Proprietors, or as they ſhall reſpectively direct or appoint; then and in any of the Caſes aforeſaid, the ſaid Company of Proprietors may, and are hereby authorized and empowered to bring, or cauſe to be brought any Action or Actions againſt the Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons ſo neglecting or refuſing as aforeſaid, for the Recovery of the Monies that ſhall be in the Hands of ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons reſpectively; or if Complaint ſhall be made by the ſaid Company of Proprietors, or by the ſaid Directors, or by ſuch Perſon or Perſons as they ſhall reſpectively appoint for that Purpoſe, of any ſuch Refuſal or Neglect as aforeſaid, to any Two or more of the Juſtices of the Peace for the County, City, or Place wherein the ſaid Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons ſo neglecting or refuſing ſhall be or reſide, ſuch Juſtices may, and they are hereby authorized and required by a Warrant or Warrants under their Hands and Seals, to cauſe the Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons ſo refuſing or neglecting to be brought before them, and upon his, her, or their appearing, or having been ſummoned, and not appearing, or not being to be found to hear and determine the Matter in a ſummary Way; and if upon the Confeſſion of the Party or Parties, or by the Teſtimony of any credible Witneſs upon Oath, it ſhall appear to ſuch Juſtices that any of the Monies that ſhall have been collected or raiſed by virtue of this Act, ſhall be in the Hands of ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons, ſuch Juſtices may, and are hereby authorized and required upon Non-payment thereof, by a Warrant or Warrants under their Hands and Seals, to cauſe ſuch Money to be levied by Diſtreſs and Sale of the Goods and Chattels of ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons reſpectively; and if no Goods or Chattels of ſuch Treaſurer, Engineer, Clerk, Collector, Officer or Officers, Perſon or Perſons can be found ſufficient to anſwer and ſatisfy the ſaid Money and the Charges of making and levying the ſame, or if ſuch Officer or Officers, Perſon or Perſons ſhall ſtill perſiſt in refuſing or neglecting to deliver up all ſuch Books, Papers, and Writings as aforeſaid, to the ſaid Company of Proprietors, or to the ſaid Directors, or as they ſhall reſpectively appoint; then and in any of the Caſes aforeſaid ſuch Juſtices ſhall commit every ſuch Offender to the Common Gaol for ſuch County, City, or Place, there to remain without Bail or Mainprize, until he ſhall give and make a true and perfect Account and Payment as aforeſaid, or until he ſhall compound with the ſaid Company of Proprietors, or with the ſaid Directors, and ſhall have paid ſuch Compoſition in ſuch Manner as they ſhall reſpectively appoint, and until he ſhall deliver up ſuch Books, Papers, and Writings as aforeſaid, or give Satisfaction in reſpect thereof to the ſaid Company of Proprietors or to the ſaid Directors: Provided always, that no Treaſurer or Engineer, Clerk, Collector, Officer, or Perſon ſo committed for Want of ſufficient Diſtreſs, ſhall be confined or detained in Priſon by virtue of this Act, for any longer Space than Three Calendar Months.

CVII. And

Agents, Collectors, &c. to give Poſſeſſion of Houſes, &c. when removed.

CVII. And be it further enacted, That if any Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant of the ſaid Company, occupying any Houſe, Offices, or Buildings belonging to the ſaid Company, without paying Rent for the ſame, ſhall be diſcharged from his Office, by or by the Order of the ſaid Company, or the Court of Directors, and ſhall not deliver up the Poſſeſſion of ſuch Houſe, Offices, Buildings, and Appurtenances, together with the Books, Papers, and other Matters and Things belonging to the ſaid Company, in his Cuſtody, Power, or Poſſeſſion, within Thirty Days next after Notice of ſuch Diſcharge ſhall be given to him, or left at ſuch Houſe, Offices, or Buildings, or if the Wife or Family of any ſuch Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant, who ſhall happen to die while in the Service of the ſaid Company, ſhall refuſe to deliver up the Poſſeſſion of ſuch Houſe, Offices, Buildings, and Appurtenances, as aforeſaid, together with the Books, Papers, and other Matters and Things belonging to the ſaid Company, in his, her, or their Cuſtody, Power, or Poſſeſſion, within Thirty Days after another Perſon ſhall have been appointed in the Place and Stead of the Perſon ſo dying, then and in either of the ſaid Caſes it ſhall be lawful for any Juſtice of the Peace for the County where ſuch Houſe, Offices, and Buildings ſhall be, and he is hereby required, by Warrant under his Hand and Seal, to order the Conſtable or other Peace Officer, with ſuch Aſſiſtance as ſhall be neceſſary, to enter ſuch Houſe, Offices, and Buildings, in the Day-time, and to remove the Perſons who ſhall be found therein, together with their Goods and Chattels, out of ſuch Houſe, Offices, and Buildings, and to take Poſſeſſion of all the Books, Papers, Matters, and Things belonging to the ſaid Company, which ſhall be found therein, and to deliver Poſſeſſion of ſuch Houſe, Offices, and Buildings, together with the Books, Papers, Matters, and Things found therein, belonging to the ſaid Company, to the new appointed Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant, or to ſuch other Perſon or Perſons as the ſaid Company or their Committee ſhall appoint to receive the ſame.

Proceedings entered in the Books of the Company to be Evidence.

CVIII. And be it further enacted, That all Orders and Proceedings of the ſaid Company at their ſeveral and reſpective General or Special Aſſemblies, or of their Court of Directors at their ſeveral Meetings, which ſhall be entered in a Book or Books to be kept for ſuch Purpoſes, and ſigned reſpectively by the Chairman of ſuch General or Special Aſſembly, or by the Clerk or Clerks of the ſaid Company, or by the Chairman of ſuch Court of Directors, or by their Clerk, ſhall be deemed and taken to be Originals, and ſhall be admitted in Evidence in all Courts and Places whatſoever.

Court of Directors to make Calls.

CIX. And be it further enacted, That the ſaid Court of Directors ſhall have full Power and Authority, from Time to Time, to make ſuch Call or Calls for Money from the ſeveral Proprietors of this Undertaking, as they ſhall from Time to Time find wanting and neceſſary for defraying the Expences of and carrying on the ſame, ſo that no ſuch Call ſhall exceed the Sum of Ten Pounds for or in reſpect of any Share in the ſaid Navigation; and ſo that no ſuch Call be made but at the Diſtance of Thirty Days at leaſt from each other, and Twenty-one Days Notice at the leaſt ſhall be given of all ſuch Calls as aforeſaid, by Advertiſement in ſome Newſpaper or Newſpapers uſually circulated in the City of *London*, and

and in the Counties of *Cambridge*, *Eſſex*, and *Hertford*, or in ſuch other Manner as the ſaid Company of Proprietors at any General Aſſembly, or in Default thereof as the ſaid Court of Directors ſhall direct or appoint, all which Money ſo to be called for ſhall be paid into the Hands of the Treaſurer or Treaſurers of the ſaid Company, to be iſſued, paid, and applied in ſuch Manner as the Court of Directors ſhall from Time to Time order and direct.

Subſcribers to pay the Calls on their Subſcriptions.

CX. Provided always, and be it further enacted, That the reſpective Perſons who have ſubſcribed or who ſhall hereafter ſubſcribe or advance any Money for and towards the ſaid Undertaking, or ſhall be the Owner or Owners, Proprietor or Proprietors of any Share or Shares in the ſaid Undertaking, ſhall and they are hereby reſpectively required to pay the Sum or Sums by them reſpectively ſubſcribed, or ſuch Parts and Proportions thereof as ſhall from Time to Time be called for by the Directors of the ſaid Company of Proprietors by virtue of the Powers and Directions of this Act, to ſuch Perſon or Perſons at ſuch Times and Places and in ſuch Manner as ſhall be directed by the ſaid Directors; and in caſe any of ſuch Subſcribers ſhall neglect or refuſe to pay the ſame at the Times and Place and in Manner ſo required for that Purpoſe, the ſaid Company of Proprietors are hereby empowered to ſue for and recover the ſame in any Court of Law or Equity.

Manner of enforcing Payment of the Cals.

CXI. And, for the better enforcing the Payment of ſuch Calls, be it further enacted, That if any Perſon or Perſons upon whom any Call or Calls for Money ſhall or may hereafter be made under or by virtue of this Act, for or in reſpect of any Share or Shares in the ſaid Undertaking, ſhall neglect or refuſe to pay his, her, or their rateable or proportionable Share or Shares of the ſaid Money to be called for and raiſed by virtue of this Act for the Space of Thirty Days next enſuing, he, ſhe, or they ſo neglecting or refuſing, ſhall forfeit and pay the Sum of Twenty Shillings for every Share he, ſhe, or they ſhall have in the ſaid Undertaking; and if ſuch Perſon or Perſons ſhall continue to neglect or refuſe to pay his, her, or their rateable or proportionable Share or Shares of the ſaid Money to be called for and raiſed as aforeſaid, for the Space of Three Calendar Months next after ſuch Call or Calls ſhall have been appointed to be paid as aforeſaid, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Company, at ſome General or Special General Aſſembly to be held after ſuch Neglect or Refuſal, to declare all and every or any of the Share or Shares, ſuch Perſon or Perſons ſo neglecting or refuſing as aforeſaid, to be forfeited, and from thenceforth the ſaid Share or Shares ſo declared to be forfeited, and all the Profit and Benefit thereof, ſhall be veſted in the ſaid Company, their Succeſſors and Aſſigns, to and for the Uſes and Purpoſes herein-after mentioned: Provided always, that no Share or Shares of and in the ſaid Undertaking ſhall be forfeited or veſted in or accrue to the ſaid Company, until Notice in Writing thereof ſhall be given by the Clerk or Clerks of the ſaid Company to the Perſon or Perſons, or to the Clerk or Clerks, or other Head Officer or Officers of the Body or Bodies Politic, Corporate, or Collegiate, in whoſe Name or Names ſuch Share or Shares ſhall at the Time of giving ſuch Notice ſtand regiſtered in the Books of the ſaid Company, or left at his, her, or their Dwelling Houſe or uſual or laſt known Place of Abode, Ten Days at the leaſt previous to ſuch Share or Shares veſting in

or accruing to the ſaid Company, provided ſuch Place or Places of Abode ſhall be known to the Clerk or Clerks to the ſaid Company, and ſhall be within Five Miles of the *Royal Exchange* in the City of *London*; and in caſe ſuch Perſon or Perſons ſhall be unknown to the Clerk or Clerks to the ſaid Company, or ſhall reſide at the Diſtance of Five Miles or upwards from the *Royal Exchange* in the City of *London*, ſuch Notice ſhall be publiſhed in the *London Gazette*, and ſuch other Public Newſpapers as the ſaid Court of Directors ſhall order and direct, in which Notices reſpectively ſhall be contained a Statement and Account of how much Money is due from ſuch Perſon or Perſons, Body or Bodies Politic, Corporate, or Collegiate, for his, her, or their Share or Shares in the ſaid Undertaking; and no ſuch Share or Shares ſhall be forfeited to or veſted in the ſaid Company, if the Owner or Owners of ſuch Share or Shares ſhall pay what ſhall appear by ſuch Statement to be due, together with legal Intereſt on the ſame, and all Expences attending the Application for the ſame within the Time ſpecified in ſuch Notice; any Thing contained in this Act to the contrary thereof in anywiſe notwithſtanding.

Directing the Proceedings in Actions for Calls.

CXII. And be it further enacted, That in all Actions brought by the ſaid Company of Proprietors againſt any Perſon or Perſons who hath or have ſubſcribed, or who ſhall hereafter ſubſcribe or advance any Money for and towards the ſaid Undertaking, or againſt any Owner or Owners, Proprietor or Proprietors of any Share or Shares in the ſaid Undertaking, to recover any Sum or Sums of Money due and payable to the ſaid Company, for or by reaſon of any Call or Calls made by virtue of this Act, it ſhall be ſufficient for the ſaid Company to declare and alledge that the Defendant or Defendants being an Owner or Owners, Proprietor or Proprietors of ſuch and ſo many Share or Shares in the ſaid Undertaking, is or are indebted to the ſaid Company in ſuch Sum or Sums of Money, as the Call or Calls in Arrear ſhall amount to, for ſuch and ſo many Call or Calls of ſuch and ſo many Sum or Sums of Money upon ſuch or ſo many Share or Shares belonging to the ſaid Defendant or Defendants, (as the Caſe may happen to be), whereby an Action hath accrued to the ſaid Company by virtue of this Act, without ſetting forth the Special Matter; and on the Trial of ſuch Action it ſhall be only neceſſary to prove that the Defendant or Defendants, at the Time of making ſuch Call or Calls, was or were an Owner or Owners, Proprietor or Proprietors, of ſome Share or Shares in the ſaid Undertaking, and that ſuch Call or Calls was or were in Fact made, and that ſuch Notice was given thereof as is directed by this Act; and the ſaid Company ſhall thereupon be entitled to recover what ſhall appear due, and that no Wager of Law ſhall be allowed in any ſuch Action.

Directors may allow Intereſt to Proprietors on Payment in advance.

CXIII. Provided always, and be it enacted, That if any Subſcriber or Subſcribers to, or Proprietor or Proprietors of the ſaid Undertaking, ſhall be minded and deſirous to pay or advance immediately the full Amount of his, her, or their Subſcription for the Share or Shares, for which he, ſhe, or they may have ſubſcribed or any Part thereof, not being leſs than a Sum of One hundred Pounds without waiting for the ſaid Call or Calls, then and in ſuch Caſe it ſhall be lawful for the ſaid Directors, if they ſhall think fit and proper, to pay to the ſaid Subſcriber or Subſcribers, Proprietor or Proprietors, out of the Funds of the ſaid Company, Intereſt at the Rate of Five Pounds *per Centum per Annum*

upon the Amount which ſuch Payment in advance may be over and above the ſaid Calls, and from the Period of the Call immediately preceding ſuch Payment in Advance, up to the Period of ſuch ſubſequent Call reſpectively, according to the Sum then in Advance, over and above the Amount of the ſaid Call.

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

CXIV. And be it further enacted, That when any Share or Shares of the ſaid Undertaking ſhall by virtue of this Act, have become forfeited to or veſted in the ſaid Company as aforeſaid, then and in every ſuch Caſe it ſhall and may be lawful to and for the ſaid Company, or their Directors for the Time being, and they are hereby authorized and empowered from Time to Time to ſell, or cauſe to be ſold by Public Auction or Private Contract, and by Writing under the Common Seal of the ſaid Company, to aſſign and transfer ſuch and ſo many of the Share or Shares of ſuch Defaulter or Defaulters as the ſaid Company, or their Directors, ſhall from Time to Time find neceſſary, and direct to be ſold unto ſuch Perſon or Perſons as ſhall become the Purchaſer or Purchaſers thereof, his, her, or their Executors, Adminiſtrators, and Aſſigns, and ſuch Aſſignments and Transfer ſhall be good, valid, and effectual againſt the Owner or Owners of every ſuch Share or Shares ſo forfeited to or veſted in the ſaid Company, and ſold as aforeſaid, and all Perſons claiming under him, her, or them: Provided always, that in caſe the Money produced by the Sale of any ſuch Share or Shares ſhall be more than ſufficient to pay any ſuch Arrears as aforeſaid, and legal Intereſt thereon, and the Expences attending the Sale or Sales thereof, the Surplus ariſing from ſuch Sale ſhall be paid to the Perſon or Perſons to whom ſuch Share or Shares ſhall have belonged: Provided alſo, that the ſaid Company of Proprietors, or their Directors, ſhall not by virtue of this Act, at any Time or Times ſell or transfer, or direct to be ſold or transferred, any more of ſuch Shares of ſuch Defaulter or Defaulters than ſhall be ſufficient, as near as may be at the Time of ſuch Sale, to pay the Arrears due by ſuch Defaulter or Defaulters, for or on account of ſuch Call or Calls, and the Intereſt and Expences attending the ſame, and from and after the Payment of every the Call or Calls to be made by virtue of this Act, and the Intereſt and Expences as aforeſaid, any Share or Shares veſted in the ſaid Company of Proprietors as aforeſaid, which ſhall remain in their Hands unſold, ſhall revert to and again become the Property of the Perſon or Perſons, Body or Bodies Politic, Corporate or Collegiate, to whom ſuch Share or Shares ſhall have before belonged, in ſuch Manner as if ſuch Calls had been duly and regularly paid.

On the Death of Subſcribers before Shares compleated Executors may do it.

CXV. Provided alſo, and be it further enacted, That if any Owner or Owners of any Share or Shares in the ſaid Undertaking, ſhall happen to die before ſuch Call or Calls ſhall have been made for the full Sum to be advanced on each Share, which he, ſhe, or they ſhall have been poſſeſſed of, or entitled to, without having made Proviſion by Will or otherwiſe, how or in what Manner ſuch Share or Shares ſhall be diſpoſed of, and how or by what Means the future Calls in reſpect thereof ſhall be paid to the ſaid Company for the Purpoſe of the ſaid Undertaking, then and in ſuch Caſe the Executor or Executors, Adminiſtrator or Adminiſtrators of any ſuch Owner or Owners ſo dying, or the Truſtee or Truſtees, Committee or Committees, Guardian or Guardians of an Infant or Infants, Lunatic or Lunatics, or of any other Perſon or Perſons entitled

entitled to the Estate and Effects of such deceased Owner, shall be indemnified against all and every such Infant or Infants, and against all and every other Person or Persons whomsoever, for or on account of his, her, or their having paid any Sum or Sums of Money when called for as aforesaid, to complete every such Subscription; and if such Owner or Owners deceased shall not have left Assets sufficient, or in case the Executor or Executors, Administrator or Administrators, Trustee or Trustees, Committee or Committees, Guardian or Guardians, shall refuse or neglect to answer such Calls, the said Company of Proprietors shall be, and they are hereby authorized and empowered to admit any other Person or Persons to be Proprietor or Proprietors of the Share or Shares of such Owner or Owners deceased, on Condition that he, she, or they so admitted, do and shall, on or before such Admission, pay to the Executors or Administrators of such deceased Owner or Owners, or to the Trustee or Trustees, Guardian or Guardians of an Infant or Infants, Lunatic or Lunatics, or to any other Person or Persons who may be entitled to his or her Effects, the full Sum and Sums of Money which shall have been paid by such Owner or Owners in his, her, or their Life-time, by virtue of any Call or Calls, or otherwise upon such Share or Shares, or such other Sum or Sums of Money as the same can be sold for; and in case no Person or Persons shall be found, who is or are willing to be admitted on such Condition as aforesaid, then and in such Case such Share or Shares shall be forfeited to and become vested in the said Company, in Trust for and for the Benefit of all the Rest of the said Proprietors, in Proportion to their respective Interests in the said Undertaking, and shall be subject to be sold and disposed of by virtue of this Act.

Shares may be sold.

CXVI. And be it further enacted, That it shall be lawful for the several Proprietors of the said Undertaking, and their respective Executors or Administrators, to sell and dispose of any Share or Shares to which he, she, or they may be entitled therein, subject to the Rules and Conditions therein mentioned, the Transfer of which Shares shall be to the Form or Effect following:

Form of Transfer.

'I in Consideration of paid to me by do hereby bargain, sell, assign, and transfer to the said Share or Shares of the Navigation called *The London and Cambridge Junction Canal*, being N° of the Shares in the said Navigation, to hold to the said his Executors, Administrators, and Assigns, subject to the same Rules, Orders, and Restrictions, and on the same Conditions that I held the same immediately before the Execution hereof; and I the said do hereby agree to take and accept the said Share, subject to the same Rules, Orders, Restrictions, and Conditions; as Witness our Hands and Seals the Day of .'

And on every such Sale the said Transfer, being executed by the Seller or Sellers and the Purchaser or Purchasers of such Share or Shares in the Presence of Two credible Witnesses shall be kept by the said Purchaser or Purchasers for his, her, or their Security after the Clerk or Clerks to the said Company of Proprietors shall have registered in a proper Book or Books to be provided by the said Company and kept for that Purpose a Memorial of such Transfer and Sale for the Use of the said Company, and shall have testified or indorsed the Registry of such Memorial on the

the ſaid Transfer, for which no more than Two Shillings and Sixpence, ſhall be paid, and the ſaid Clerk or Clerks is or are hereby required to regiſter ſuch Memorial accordingly; and until ſuch Memorial ſhall have been regiſtered as above directed, ſuch Purchaſer or Purchaſers ſhall have no Part of the Profits of the ſaid Undertaking, nor any Dividend on ſuch Share or Shares paid unto him, her, or them, or any Vote in reſpect thereof as a Proprietor or Proprietors of the ſaid Undertaking.

No Title till Regiſtry.

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

CXVII. And be it further enacted, That after any Call of Money ſhall have been made as aforeſaid, no Perſon or Perſons ſhall ſell or transfer any Share or Shares which he, ſhe, or they ſhall poſſeſs in the ſaid Undertaking, upon Pain of forfeiting his, her, or their reſpective Share or Shares therein to the ſaid Company in Truſt for the Benefit of all the ſaid Proprietors, unleſs he, ſhe, or they at the Time of ſuch Sale or Transfer ſhall have paid and diſcharged to the Treaſurer of the ſaid Company of Proprietors the whole and entire Sum of Money which ſhall have been called for upon each Share ſo ſold or transferred, ſuch Forfeiture nevertheleſs to be declared at a General Aſſembly in Manner before directed.

Regulations as to the Acquiſition of Shares.

By Marriage.

CXVIII. And whereas much Inconvenience may ariſe by the frequent Transfer of the Right and Title to the Shares of and in the ſaid Undertaking by the Marriage and Death of Proprietors, and it may be difficult in ſuch Caſes to aſcertain to whom the Dividends ariſing or becoming due upon ſuch Shares ought to be paid and do belong; be it therefore further enacted, That before any Perſon or Perſons, who ſhall claim any Part or Share of the Profits of the ſaid Undertaking in Right of Marriage, ſhall be entitled to receive the ſame, an Affidavit containing a Copy of the Regiſter of ſuch Marriage ſhall be made and ſworn to by ſome credible Perſon before one of the Judges of His Majeſty's Courts of Record at *Weſtminſter*, or a Maſter or Maſter Extraordinary in Chancery, or one of His Majeſty's Juſtices of the Peace, and ſhall be tranſmitted to the Clerk or Clerks of the ſaid Company, who ſhall file the ſame and make an Entry thereof in the Book or Books, which ſhall be kept by the ſaid Clerk or Clerks for the Entry of Transfers and Sales of Shares in the ſaid Undertaking; and that before any Perſon or Perſons who ſhall claim any Part or Share of the Profits of the ſaid Undertaking, by virtue of any Bequeſt or Will, or in a Courſe of Adminiſtration, ſhall be entitled to receive the ſame, the ſaid Will or Probate thereof, or the Letters of Adminiſtration, ſhall be produced and ſhewn to the ſaid Clerk or Clerks, or a Copy of ſo much of ſuch Will as ſhall relate to the Share or Shares of the Teſtator, ſhall be made and ſworn to by an Executor or Executors of ſuch Will before one of the Judges of His Majeſty's Courts of Record at *Weſtminſter*, or a Maſter or Maſter Extraordinary in Chancery, or one of His Majeſty's Juſtices of the Peace, and ſhall alſo be tranſmitted to the ſaid Clerk or Clerks, who ſhall file and enter the ſame in Manner herein-before mentioned; and that in all Caſes other than as herein-before mentioned, where the Right and Property in One or more Share or Shares in the ſaid Undertaking ſhall paſs from the Original Proprietor thereof to any other Perſon or Perſons by any other legal Means than by Transfer or Conveyance thereof, as herein directed, an Affidavit ſhall be made and ſworn to by Two credible Witneſſes before One of the Judges of His Majeſty's Courts of Record at *Weſtminſter*, or a Maſter or Maſter Extraordinary in Chancery, or One of His Majeſty's Juſtices of the Peace, ſtating the Manner in which

By Will or in Courſe of Adminiſtration.

By any other Means.

which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit shall be transmitted to the Clerk or Clerks of the said Company of Proprietors who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors in the said Undertaking; and that in all or any of the said Cases it shall and may be lawful to and for the said Company of Proprietors at any General or Special Assembly after Three Calendar Months Notice shall have been given by the said Clerk or Clerks to the Person or Persons claiming to be the Owners or Owner thereof, and in case such Person or Persons shall not have paid his, her, or their Proportion of the Money becoming payable by virtue of any Call or Calls as aforesaid, and after Notice thereof shall have been given Three Times at the Intervals of Three Days at least between such Advertisement, in Two *London* Newspapers, or in a *Cambridge* and *Essex* Newspaper to declare the same Share or Shares to be forfeited, and in such Case the same shall be and become forfeited and sold, and disposed of in such Manner as the said Company of Proprietors shall direct, or otherwise become consolidated in the General Fund of the said Company.

Names of Proprietors and Number of their Shares to be entered in a Book, and Certificates delivered.

CXIX. And, for the better Security of the several Proprietors of the said Undertaking as to their respective Shares therein, be it further enacted, That the said Company of Proprietors shall, and they are hereby required to cause the Names and proper Additions of the several Persons, who shall be then entitled to any Share or Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book or Books to be kept by the Clerk to the said Company of Proprietors, and after such Entry made to cause their Common Seal to be affixed thereto, and every Proprietor requiring the same may have a Certificate of such Entry, for each Share certified under the Hands or Hand of the Clerks or Clerk to the said Company, on paying to the Clerk Two Shillings and Sixpence and no more for every such Certificate, and such Certificate shall be admitted in all Courts whatever as Evidence of the Title of such Proprietor, his, her, or their Executors, Administrators, and Assigns, to the Share or Shares therein specified; and in case any such Certificate shall become defaced, worn out, or damaged, or shall be ascertained to have been lost or destroyed, then and in such Case another Certificate shall be made out and delivered by the Clerk on the same Terms and Conditions as aforesaid.

Persons whose Names are standing in the Company's Books to be deemed actual Proprietors.

CXX. And be it further enacted, That the Bodies Politic and Corporate, and all and every Person or Persons whose Names shall at any Time hereafter stand in the said Register Book or List of Proprietors of the said Company, either as a Proprietor or Proprietors, of One or more Share or Shares in the said Undertaking, whether as Original or future Subscribers, or as Successors, Executors, Administrators, or Assignees of Subscribers, shall be deemed and taken to be the Proprietors of the several Shares standing in the said Book in their respective Names, and shall be subject and liable to the Payment of all and every Call and Calls made, and to be made thereon, and to all Actions, Suits, Forfeitures, and Penalties, to which Original Proprietors of Shares in the said Undertaking are made subject and liable by this Act; and that in all Cases, unless

unleſs where it ſhall be expreſsly proved that the ſaid Book is defective by reaſon of ſome Neglect or Default of the ſaid Clerk, the ſaid Book ſhall be conſidered as ſufficient and concluſive Evidence of the Proprietorſhip of the ſaid Shares.

Remedy for Damages not herein-before provided for.

CXXI And be it further enacted, That if at any Time or Times hereafter any Perſon or Perſons ſhall ſuſtain any Damages in his, her, or their Lands, Tenements, Hereditaments or Property, or Depreciation in Value of his, her, or their Eſtate, Right, and Intereſt in any Lands, Tenements, or Hereditaments, by reaſon of the Execution of any of the Powers hereby given, for which a Compenſation is not herein-before provided, or as conſequential on the making of the ſaid Canal and Cut; then and in every ſuch Caſe ſuch Damages ſhall from Time to Time be ſettled, and aſcertained and aſſeſſed by a Jury, and the Sum or Sums of Money to be paid for the ſame ſhall be levied, recovered, and applied in ſuch and the ſame Manner as herein directed with reſpect to ſuch Damages as are herein-before provided for, and the Money to be paid as a Recompence for the ſame.

Rates of Tonnage.

CXXII. And, in Conſideration of the great Charges and Expences which the ſaid Company of Proprietors muſt ſuſtain and incur in making and maintaining the Canal, Cut, and other Works hereby authorized to be made and maintained, be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors from Time to Time, and at all Times hereafter, to aſk, demand, take, and recover, to and for their own proper Uſe and Behoof, for the Tonnage of all Goods, Wares, Mercahndize, and other Matters and Things whatſoever, which ſhall be carried or conveyed upon the ſaid Canal and Cut; a Rate or Sum not exceeding Three-pence *per* Ton *per* Mile:

Fraction of a Mile to be taken as a whole Mile.

And in all Caſes where there ſhall be a Fraction of a Mile in the Diſtance in which any Boat or other Veſſel ſhall be navigated or paſs upon the ſaid Canal, ſuch Fraction ſhall in aſcertaining the ſaid Rates be deemed and conſidered as a whole Mile; and that in all Caſes where there ſhall be a Fraction of a Ton in the Weight of Lading in any Boat or other Veſſel to be navigated on the ſaid intended Canal, a Proportion of the ſaid Rates ſhall be demanded and taken by the ſaid Company of Proprietors for ſuch Fraction:

Recovery of Rates.

All which ſaid Rates ſhall be paid to ſuch Perſon or Perſons at ſuch Place or Places in ſuch Manner and under ſuch Regulations as the Directors of the ſaid Company ſhall from Time to Time direct or appoint; and in caſe of Refuſal or Neglect of Payment of any ſuch Rates, or any Part thereof, on Demand, to the Perſon or Perſons appointed to receive the ſame as aforeſaid, the ſaid Company may ſue for the ſame by Action of Debt, or upon the Caſe, in any of His Majeſty's Courts of Record at *Weſtminſter*, or may and they are hereby empowered to iſſue their Warrant under their Common Seal, directed to ſuch Perſon as they ſhall think proper, to follow, ſeize, and diſtrain the Goods or other Things for or in reſpect whereof any ſuch Rates ought to have been paid, or any Part thereof, and the Boat or other Veſſel laden therewith, or returning from the Voyage, and detain the ſame until Payment thereof ſhall be made, together with reaſonable Charges for ſuch Seizure and Diſtreſs; and if

ſuch

such Distress shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent; and the said Directors of the said Company shall have full Power from Time to Time to lower or reduce all or any of the Rates hereby granted, and again to raise the same to such Sums as they shall think proper, not exceeding the Sums herein mentioned, as often as it shall be deemed necessary for the Interests of the said Navigation.

Rates may be reduced.

CXXIII. Provided always, and be it further enacted, That every Barge, Boat, or other Vessel, passing through any Lock or Locks upon the said Navigation, with a less Lading than Twenty Tons, shall pay to the said Company of Proprietors a Tonnage Rate for Twenty Tons: Provided always, that in case more than One Barge, Boat, or other Vessel, whose aggregate Ladings shall not exceed Twenty Tons, shall pass through any Lock upon the said Navigation at One and the same Time, and shall not in passing the same require or consume more than One Lock full of Water, then and in such Case such last-mentioned Barges, Boats, or other Vessels shall be considered and taken as if such Lading had been contained in One and the same Barge, Boat, or other Vessel, and shall not be subject or liable to pay a greater Tonnage Rate than for Twenty Tons, any Thing herein contained to the contrary notwithstanding.

Vessels passing Locks with less than Twenty Tons to pay for Twenty Tons.

CXXIV. Provided always, and be it further enacted, That if any Goods, Wares, Merchandize, or any other Things, shall be brought upon any Wharf or Wharfs, Quay or Quays belonging to the said Company of Proprietors or their Lessees, then and in such Case the said Company of Proprietors shall be entitled to receive such reasonable Rates or Allowances over and above the Rates herein-before authorized to be taken, as shall be agreed upon between the said Company of Proprietors, or their Agents or Lessees, and the Owner or Owners of such Goods, Wares, Merchandize, or other Things, or their Agents; and in case of Refusal or Neglect to pay the Tolls and Rates due to the said Company for and in respect of any Articles, Matters, and Things brought upon any Wharf or Wharfs, it shall be lawful for the said Company of Proprietors, or any Person or Persons by them authorized, under their Common Seal, to seize and distrain all or any Part of such Articles, Matters, and Things, and to sell the same in like Manner as the Law directs in Cases of Distress for Rent.

Farther Allowance for Goods on the Company's Wharfs.

CXXV. And, for the better ascertaining, and more easy, effectual, and just Collection of the said Rates hereby directed to be paid to the said Company of Proprietors, be it further enacted, That the Person having the Care of every Boat or other Vessel navigating upon the said Canal, or any Part thereof shall give to the Collector of the said Rates, or to any other Officer to be appointed for such Purpose, at the Place or Places where he shall attend for that Purpose, a just Account in Writing, signed by the Person or Persons sending or consigning such Goods and other Things as shall be embarked in each such Boat or other Vessel, or by his or their Clerk or Agent, which Account shall contain a Statement of the Quantities and Weight of such Goods and other Things, and of their Nature, Sort, or Kind, which shall be embarked in each such Boat or Vessel, from whence brought, and where the same is intended to be landed, and if the

Masters of Boats to give an Account of their Lading.

the Goods or other Things contained in such Boat or Vessel shall be liable to the Payment of different Rates, then such Account shall specify the Quantities liable to the Payment of each of the said Rates; and in case the Person having the Care of such Boat or Vessel shall neglect or refuse to give such Account, or shall refuse to produce his or their Invoice or Bill of Lading to the Officer demanding the same, or shall wilfully or knowingly give a false Account, or deliver any Part of such Lading or Goods at any other Place or Places than the Place or Places mentioned in that Account, or shall wilfully do any other Act whereby the Payment of the said Rates, or any Part thereof, shall be avoided; or if the Person or Persons sending or consigning such Goods or Things, or his or their Clerk or Agent, shall sign a false Account thereof, every Person so offending shall forfeit and pay a Sum not exceeding Forty Shillings for every Ton of Goods or other Things (and so in Proportion for any less Quantity than a Ton) which shall be in or be conveyed by such Boats or other Vessels respectively, over and above the Rates which shall be payable for the same by virtue of this Act.

What Quantities of Goods shall be deemed an Hundred Weight.

CXXVI. And be it further enacted, That the Tonnage of Timber and all other Goods, Merchandize, Articles and Things whatsoever, conveyed upon and along the said Canal, shall be ascertained and charged according to the real Weight thereof, and that One hundred and twelve Pounds Weight Avoirdupois shall be deemed and taken as and for One hundred Weight, any Usage to the contrary thereof notwithstanding; and if any Difference shall arise between any Collector of the said Rates, and the Master or other Person having the Care or Charge of any Boat or other Vessel, or the Owner of any Goods, Wares, Merchandize, or other Things loaded or embarked therein, concerning the Weight or Quantity of the Goods, Wares, or other Matters or Things therein embarked or contained, it shall be lawful for any such Collector to stop and detain any such Boat or other Vessel, and to weigh or gauge, or cause to be weighed or gauged, such Boat or other Vessel, and all such Goods, Wares, and Merchandize, or other Matters or Things as shall be therein embarked or contained; and in case the same shall, upon such weighing or gauging, appear to be of greater Weight or Quantity than the Account given thereof by such Master, Owner, or other Person having the Care or Charge of such Boat or other Vessel, then it shall be lawful to and for the said Company, or their said Collectors, and they are hereby authorized and empowered to charge for such Goods and Things according to the Weight thereof, declared by the Gauge of such Boat, and the graduated Index thereon, and the Master, Owner, or other Person giving in such Account shall pay the Costs and Charges of such weighing or gauging, all which Costs and Charges, upon Refusal of Payment upon Demand, shall and may be recovered and levied in the same Manner as the said Rates are hereby appointed to be recovered and levied; but if such Timber, Goods, Wares, Merchandize, or such other Matters and Things shall appear to be of the same, or of a less Weight or Quantity than the Account given thereof by the said Master, Owner, or other Person, then the said Company of Proprietors shall pay the Costs and Charges of such weighing or gauging, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, or other Things, such Damages as shall have arisen from such Detention; and in Default of Payment thereof, the same shall be

In case of Difference concerning the Weight Collector may weigh them.

recovered from the said Company of Proprietors, by Action of Debt, in any of His Majesty's Courts of Record.

Navigation to be free upon Payment of Rates under certain Restrictions.

CXXVII. And be it further enacted, That all Persons whomsoever shall have free Liberty to use with Horses, Cattle, and Carriages the private Roads and Ways (except the Towing Paths, and the Sluices, Trenches, or Passages to be made by virtue of this Act,) for the Purpose of conveying any Timber or other Goods, Wares, Merchandize, and Things, to or from the said Canal and every Part thereof, without paying any Thing for the same; and also to navigate and pass upon, and use the said Canal with any Barges, Boats, Lighters, or other Vessels of a fit and proper Form, to be approved of by the said Company of Proprietors, or their Directors for the Time being; and also to use the said Towing Paths with Men or with Horses, or other Cattle for haling and drawing such Barges, Boats, Lighters, and other Vessels, but for no other Purpose, upon Payment of such Rates as shall be demanded by the said Company, not exceeding the Sums herein-before mentioned; provided nevertheless, that the said Barges, Boats, Lighters, and other Vessels shall not, without the Consent of the said Directors, pass through any Lock on the said Canal, at any other Times than between the Hours of Seven in the Morning and Five in the Evening, during the Months of *November*, *December*, *January*, and *February*; between the Hours of Five in the Morning and Seven in the Evening, during the Months of *March*, *April*, *September*, and *October*; and between the Hours of Four in the Morning and Nine in the Evening, during the Months of *May*, *June*, *July*, and *August* in every Year; and that no Barge, Boat, Lighter, or other Vessel of less Dimensions than Twenty-five Feet in Length and Six Feet in Breadth, or of less Burthen than Eighteen Tons, or of any other Form than such as shall be appointed by the said Company or their Directors, shall pass along the said Canal, without the Consent of the said Company of Proprietors or their Directors, in Writing, first had and obtained for that Purpose; provided always, that in case such Barge, Boat, Lighter, or other Vessel, being of such proper Form, but of less Dimensions or Burthen than as aforesaid, shall pay for Twenty Tons of Merchandize, it shall be lawful for such Boat or other Vessel to pass without such Consent as aforesaid.

Lords of Manors and others may erect Wharfs on their own Lands.

CXXVIII. And be it further enacted, That at any Time or Times after the said Company of Proprietors shall have elected, taken, or marked out such Pieces of Land for Public Wharfs, Quays, and Landing Places along the Line of the said Canal and Cut, which they the said Company, at the Time of first marking and setting out the Ground for the Line of the said Canal and Cut, shall deem it expedient to take or mark for those Purposes, it shall be lawful for the Lord or Lords, Owner or Owners, Proprietor or Proprietors of the Soil of any Manor, Commons, Wastes, Lands, or Grounds through which the said Canal and Cut shall be made, to make, erect, and set up, either for his, her, or their own private Use, or for the Use of the Public, any Wharfs, Quays, Landing-Places, Cranes, Weigh-beams, or Warehouses, in or upon his, her, or their respective Waste Lands or Grounds adjoining or near to the said Canal and Cut, and to make and lay out proper Ways and Roads to the same across any Lands belonging to the said Company of Proprietors, and to land any Goods or other Things upon such Wharfs, Quays, or Landing

ing Places, or upon the Banks lying between the ſame and the ſaid Canal and Cut, as alſo to make and uſe proper and convenient Places for Boats, Barges, and other Veſſels to lie and turn in, and paſs each other, ſo that the making or uſing thereof reſpectively do not obſtruct or prejudice the Navigation of the ſaid Canal and Cut, or the Paſſage on the Towing Paths on the Sides thereof; and that all Rates or Tolls which ſhall be demanded and paid for the Uſe of ſuch of the ſaid Wharfs, Quays, Landing Places, Cranes, Weigh-beams, and Warehouſes reſpectively, as ſhall be erected by ſuch Lord or Lords, Owner or Owners, for the Uſe of the Public, ſhall be, and the ſame are hereby accordingly veſted in the Lord or Lords, Owner or Owners of ſuch Manors, Commons, Waſtes, Lands, or Grounds, who ſhall make and erect ſuch Wharfs, Quays, Landing Places, Cranes, Weigh-beams, and Warehouſes as aforeſaid, and his, her, or their reſpective Heirs and Aſſigns, ſo that the Rates, Tolls, and Duties hereby granted to the ſaid Company of Proprietors for Tonnage, be not thereby reduced or altered.

But if they refuſe when required by the Company, then the Company may erect the ſame.

CXXIX. And be it further enacted, That if any ſuch Lord or Lords, Proprietor or Proprietors, Owner or Owners, ſhall not within the Space of Twelve Calendar Months next after Notice in Writing ſhall be given to him, her, or them, or left at his, her, or their uſual Place or Places of Abode, under the Hand of the Principal Clerk, on Behalf of the ſaid Company of Proprietors, ſtating that any Part or Parts of his, her, or their Waſtes, Lands, or Grounds, is or are neceſſary or proper for erecting and making any public Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouſes, or for making and laying out of any Road or Roads for the Conveyance of Goods to and from the ſaid Canal and Cut, give Notice in Writing to the ſaid Principal Clerk of his, her, or their Intention to erect and make, and ſhall not forthwith proceed to make and erect, and within Twelve Calendar Months from the Date of ſuch laſt-mentioned Notice make, erect, and lay out, and afterwards from Time to Time maintain and keep in good and ſubſtantial Repair ſuch proper and ſufficient Wharfs, Quays, Landing Places, Cranes, Weigh Beams, Warehouſes, and Roads, for the Uſe of the Public, as ſhall be neceſſary on the reſpective Part or Parts of the Waſtes, Lands, or Grounds, to be deſcribed in ſuch Notice, then and in ſuch Caſe the ſaid Company of Proprietors ſhall have full Power and Authority, without any Hindrance or Reſtraint whatſoever, to take and make uſe of ſuch Part or Parts of ſuch Waſtes, Lands, or Grounds, for erecting and building proper and ſufficient Wharfs, Quays, Landing Places, Cranes, Weigh Beams, and Warehouſes, and for making and laying out neceſſary and convenient Roads to and from the ſaid Canal and Cut, agreeably to ſuch Notice ſo given by the ſaid Clerk as aforeſaid; they the ſaid Company of Proprietors firſt making Satisfaction for the ſame in ſuch Manner as is herein-before directed, with reſpect to any other Lands or Grounds which ſhall be taken or uſed by the ſaid Company for the Purpoſes of this Act.

Owners and Occupiers of Farms may convey Corn, &c. free of Expence in certain Caſes.

CXXX. And be it further enacted, That it ſhall and may be lawful to and for ſuch Proprietor or Proprietors, Owner or Owners, Occupier or Occupiers of any Farm or Farms, Lands or Grounds upon the Line of the ſaid Canal and Cut, or either of them, with Barges, Boats, Lighters, or other Veſſels, to convey Corn, Grain, or Manure, being the actual Produce of his or their own Farm or Farms, Lands or Grounds, from any

any such Farm or Farms, Lands or Grounds, to any other of his, her, or their Farm or Farms, Lands or Grounds, upon the Line of or contiguous to the said Canal and Cut, or either of them, without being subject or liable to any of the Rates herein-before authorized to be taken by the said Company of Proprietors in respect thereof: Provided always, that the Space for which such Corn, Grain, or Manure shall be so conveyed upon the said Canal or Cut, be upon one continued Level, and that such Corn, Grain, or Manure do not pass into or through any of the Locks or Floodgates belonging to the said Canal and Cut, or either of them.

Lock and Inclined Plane Keepers not to give any Preference.

CXXXI. And be it further enacted, That if any Lock or Inclined Plane Keeper, Wharfinger, or other Person employed by or Servant belonging to the said Company of Proprietors, shall give any undue Preference, or shew any Partiality to any Boat, Barge, or other Vessel in passing through any Lock or Locks upon the said Canal or Cut, or in loading or unloading any Goods or Things at any of the Wharfs, Warehouses, Weigh Beams, Cranes, or other Machines belonging to the said Company of Proprietors, every Person so offending shall on Conviction forfeit and pay any Sum not exceeding Forty Shillings.

Allowing Owners and Occupiers of Land to carry Manure as Back Carriage Toll free.

CXXXII. And be it further enacted, That it shall and may be lawful for any Person or Persons, Owners or Occupiers of any Lands or Grounds through which the said Canal and Collateral Cut or either of them shall pass, to use any Barges, Boats, or other Vessels for the Carriage or Conveyance as Back Carriage only upon the said Canal and Collateral Cut, or either of them, of any Dung or Manure for the Improvement of his or their Lands, without paying any Tolls, Duties, or Rates whatsoever.

Penalty on Persons taking in or unloading Goods except at public or private Wharfs,

CXXXIII. And be it further enacted, That in case any Person or Persons navigating or intrusted with the Care of any Boat, Barge, or other Vessel, upon the said Canal and Cut, or any Part thereof respectively, shall, with Intent to avoid or evade the due Payment of any of the Tolls, Rates, or Duties hereby made payable, load, unload, or take into any such Boat, Barge, or other Vessel, any Goods, Wares, Merchandize, or Commodities whatsoever, liable to pay any of the Tolls, Rates, or Duties herein-before mentioned at any other Place or Places than at the publick or private Wharfs or Quays upon or belonging to the said Navigation, without having previously obtained Permission in Writing for that Purpose from the Committee of Management, or from some one of the Agents or Collectors of the Tolls to the said Company of Proprietors; or in case any Person or Persons shall do any other Act with Intent to evade the Payment of any of the said Tolls, Rates, or Duties, every Person so offending shall for every such Offence forfeit and pay to the said Company of Proprietors the Sum of Five Pounds.

or doing any other Act to evade the Tolls.

Masters to put their Names on the Outside of Boats,

CXXXIV. And be it further enacted, That every Owner, Master, or Person having the Care or Command of any Boat or other Vessel passing upon the said Canal, shall cause his Name and Place of Abode, and the Number of his Boat or other Vessel to be entered with the Clerk or Clerks to the said Company of Proprietors, and shall also cause such Name and Number to be painted in large white capital Letters and Figures, on a black Ground, Six Inches high at the least, and of a proportionable Breadth on

Weight of the Lading of Veſſels to be marked.

the Outſide of the Head or Stern of every ſuch Boat or other Veſſel, higher than the Place to which the ſame ſhall ſink into the Water when full laden; and alſo ſhall fix on each Side thereof reſpectively, correct Indexes of Copper, Lead, or other Metal of ſuch graduated Dimenſions, and of ſuch convenient Height, and under ſuch Regulations as the Directors of the ſaid Company ſhall from Time to Time direct, ſo that the true Weight of the Lading on board may at all Times be thereby clearly aſcertained and ſhewn, and ſhall permit and ſuffer every ſuch Boat or other Veſſel to be gauged, weighed, or meaſured at the Expence of the ſaid Company of Proprietors whenever it ſhall be required by them, or any Perſon or Perſons appointed for that Purpoſe, at ſuch Place or Places on the ſaid Navigation as they ſhall appoint; and every Owner, Maſter, or other Perſon having the Care or Command of any Boat or other Veſſel, who ſhall navigate the ſame on the ſaid Canal, without having ſuch Name, Figures, and Index thereon, as are herein-before directed, or ſhall alter, eraſe, deface, or deſtroy the ſame or any Part thereof, or ſhall fix any falſe Name, Figures, or Index, or who ſhall refuſe to permit or ſuffer the ſame to be gauged and meaſured, ſhall for every ſuch Offence forfeit and pay any Sum not exceeding Five Pounds.

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

CXXXV. And be it further enacted, That the Maſter or Owner of every Boat or other Veſſel navigating upon the ſaid Canal ſhall be and is hereby made anſwerable for any Treſpaſs, Damage, Spoil, or Miſchief that ſhall by his Boat or other Veſſel, or by any of the Boatmen, Watermen or other Perſon or Perſons belonging to or employed in or about the ſame reſpectively, be done to any of the Bridges, Weirs, Locks, Dams, Engines, or other Works in, upon, or belonging to the ſaid Canal, either by the loading or unloading of any Boat or other Veſſel, or by any other Means whatſoever, or to the Owners or Proprietors of any Buildings, or other Erections, Lands, Tenements, or Hereditaments adjoining to the ſame, or to any of them; and the ſaid Maſter or Owner of ſuch Boat or other Veſſel may be ſued and proſecuted for the ſame in any of His Majeſty's Courts of Record at *Weſtminſter*; and if a Verdict or Judgement ſhall be given againſt him, either on Proof made, or by Default, or upon Demurrer, the Plaintiff in any ſuch Caſe ſhall recover his Damages thereby ſuſtained, with full Coſts of Suit.

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

CXXXVI. And be it further enacted, That in caſe the Owner or Owners of any Boat or other Veſſel employed on the ſaid Navigation ſhall be compelled to pay any Penalty, or to make Satisfaction for any Damages, by reaſon of any Neglect or Default done or committed by his or their Servants, Boatmen, or Watermen, or any of them, ſuch Servants, Boatmen, or Watermen, and each and every of them, ſhall be liable to repay ſuch Penalty or Damages (with the Coſts thereof) to ſuch Owner or Owners; and in caſe of Non-payment upon Demand thereof, and Oath made by ſuch Owner or Owners of the Payment made by him or them of ſuch Penalty, Satisfaction, or Damages, and that the ſame and the Coſts thereof have not been repaid to him or them by ſuch Servants, Boatmen, or Watermen, or any of them, although demanded (ſuch Oath to be made before any One Juſtice of the Peace for the County where ſuch Penalty or Satisfaction ſhall have been recovered) the Amount thereof ſhall be recovered in like Manner as any Penalty is hereby directed to be recovered.

CXXXVII. And

CXXXVII. And be it further enacted, That the said Company of Proprietors shall and may, and they are hereby empowered, in such Parts of the said Canal as shall not be of sufficient Breadth for admitting a Boat or other Vessel to turn about or lie whilst another Boat shall pass by, or to admit Two Boats or other Vessels to pass each other, to make and cut proper Spaces or Openings into the Lands adjoining to the said Canal, at convenient Distances from each other, for the turning, lying, or passing by of any such Boats or other Vessels; and all such Boats and other Vessels which shall be haled or navigated upon the said Canal, shall, upon meeting any other Boat or Vessel navigating thereon, stop at or go back to and lie in the said Spaces or Openings, in such Manner as the said Company or their Directors shall from Time to Time direct or appoint; and that if any Boat or other Vessel shall be placed or shall lie abreast in any Part of the said Canal, not being moored at both Ends by the Middle; or if any Person or Persons shall obstruct the Navigation of the said Canal, by the Means of their loading, unloading, misplacing, or otherwise misconducting any Boat or other Vessel, and shall not immediately, upon Request made, alter the Situation of such Boat or other Vessel, or alter or lessen the Loading thereof, as the Case shall require, so as that the said Obstruction shall cease and be removed; or if any Person or Persons shall float any Timber upon the said Canal, or throw any Trees, Ballast, or other Thing or Things into any Part of the said Canal, or shall obstruct the Navigation thereof, every Person so offending shall for the First Offence forfeit a Sum not exceeding Forty Shillings, for the Second Offence a Sum not exceeding Five Pounds, and for the Third Offence a Sum not exceeding Twenty Pounds; and in Default of Payment of such last-mentioned Sum within the Space of Twenty-one Days after Demand made, it shall be lawful for any One or more of His Majesty's Justices of the Peace for the said Counties of *Essex* or *Cambridge*, or either of them, by Warrant under their Hands, to cause the Person or Persons so offending to be imprisoned for any Time not exceeding Three Calendar Months; and it shall be lawful for the said Company to cause any such Boat or other Vessel to be reloaded or unloaded if necessary, or to be removed, and also to remove such Timber, or other Thing or Things, in such Manner as shall be proper for preventing such Obstruction in the Navigation, and to keep and detain such Boat or other Vessel, or the Loading thereof, or any Part of such Loading, until the Charges occasioned by such re-loading, unloading, or Removal shall be paid, or otherwise to recover the Expences incurred thereby in like Manner as any Penalty is hereby directed to be recovered; and if any Boat or other Vessel shall be sunk in any Part of the said Canal, and the Person or Persons having the Care of such Boat or other Vessel shall not, without Loss of Time, weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company, or any of them, to cause such Boat or other Vessel to be weighed or drawn up, and to detain and keep the same until Payment shall be made of all Expences thereby necessarily incurred and occasioned.

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

Obstructions of the Navigation to be removed, and Vessels sunk to be weighed up.

CXXXVIII. And be it further enacted, That if any Person or Persons shall wantonly or unnecessarily open, or cause to be opened any Lock, Paddle, Valve, or Clough, belonging to the said Canal, or any of the Works thereto belonging, or when necessarily emptying a Lock for the Purpose of passing into, or entering the same, shall neglect to shut the Top Gate or Gates thereof, and the Paddles, Valves, or Cloughs thereto belonging, before

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

before he ſhall draw the Paddles, Valves, or Choughs of the Bottom Gates thereof, or any of them, or ſhall ſuffer any Boat or other Veſſel to ſtrike or run upon any of the Bridges or Locks thereof, or ſhall flush or draw off, or cauſe to be flushed or drawn off the Waters from any Part of the ſaid Canal, or ſhall leave any Gate or Gates, Paddle, Valve, or Clough of any Lock open and running, after any Boat or other Veſſel ſhall have paſſed through the ſame, (except in ſuch Caſes as are otherwiſe ordered), or ſhall draw or cauſe to be drawn any Paddle, Valve, or Clough on the ſaid Navigation, ſo as to miſpend or waſte the Water thereof; or ſhall wilfully obſtruct, hinder, or prevent any Perſon in the Execution of this Act, every Perſon offending in any of the Caſes aforeſaid, ſhall forfeit and pay for every ſuch Offence any Sum not exceeding Five Pounds.

Penalty on deſtroying the Works.

CXXXIX. And be it further enacted, That if any Perſon or Perſons ſhall wilfully and maliciouſly break, throw down, or deſtroy any Bridges, Locks, Tunnels, Banks, Reſervoirs, or other Works to be erected and made by virtue of this Act, or any Part thereof, every ſuch Perſon ſhall be ſubject and liable to the like Pains and Penalties as in Caſes of Felony; and the Court by and before whom ſuch Perſon or Perſons ſhall be tried, ſhall have Power and Authority to cauſe ſuch Perſon or Perſons to be puniſhed by Tranſportation for Seven Years, in ſuch Manner as any Felons may be tranſported by the Laws and Statutes of this Realm; or in Mitigation thereof, ſuch Court may award ſuch Sentence as the Law directs in Caſes of Petit Larceny.

Penalty on having on board Shafts pointed with Iron.

CXL. And be it further enacted, That no Boat or other Veſſel having on board any Pole, Shaft, or Inſtrument uſed or to be uſed in punting or navigating ſuch Boat or other Veſſel, pointed or ſpiked with Iron or otherwiſe, of leſs Area at each End thereof than Ten Square Inches, ſhall paſs along any Part of the ſaid Canal, and it ſhall be lawful for the Agents or Servants of the ſaid Company of Proprietors to ſeize ſuch Poles, Shafts, or Inſtruments, in caſe they ſhall be found on board any ſuch Boat or Veſſel, and the Maſter, Owner, or Perſon having the Care of ſuch Boat or Veſſel, ſhall forfeit a Sum not exceeding Ten Pounds for every ſuch Pole, Shaft, or Inſtrument, found on board his Boat or Veſſel.

Regulations of Veſſels paſſing the Locks.

CXLI. And be it further enacted, That every Boatman or other Perſon navigating or having the Care of any Boat or other Veſſel upon the ſaid Canal, which ſhall paſs through any Lock to be made thereon, ſhall, previouſly to his bringing his Boat or Veſſel into any Lock, ſhut the lower Gates of ſuch Lock, and the Paddles or Sluices thereto belonging, before he ſhall draw the Paddles or Sluices of the upper Gates thereof; and after he ſhall have guided or brought his Boat or Veſſel into the ſaid Lock he ſhall then ſhut the upper Gates thereof, and the Paddles or Sluices thereto belonging, before he ſhall draw the Paddles or Sluices of the lower Gates thereof; and in going up the ſaid Canal from a lower to a higher Level, ſuch Boatman or other Perſon ſhall firſt guide his Boat of Veſſel into the ſaid Lock, and carefully ſhut the lower Gates thereof and the Paddles or Sluices thereto belonging, before he ſhall draw the Paddles or Sluices of the upper Gates thereof; and as ſoon as he ſhall have paſſed with his Boat or Veſſel out of the ſaid Lock, ſuch Boatman or other Perſon ſhall ſecurely ſhut the

the upper Gates thereof, and the Paddles or Sluices thereto belonging; and at all Times Boats or Veſſels going up the ſaid Canal, if within ſight of any Boat or Veſſel coming down, and at a Diſtance not exceeding Two hundred and fifty Yards below any Lock, ſhall paſs through ſuch Lock before the Boat or Veſſel coming down, and then the Boat or Veſſel above ſuch Lock ſhall come down; and if there ſhall be more Boats or Veſſels than one below and one above any Lock at the ſame Time, within the Diſtance aforeſaid, ſuch Boats or Veſſels ſhall go up and come down through ſuch Locks by Turns as aforeſaid, until all the Boats or Veſſels going up or coming down ſhall have paſſed the ſame, in order that one Lock full of Water may ſerve at leaſt Two Boats or Veſſels; and if any Perſon or Perſons ſhall offend againſt any ſuch Proviſion or Proviſions, Rule or Rules, Regulation or Regulations, for entering or paſſing any ſuch Lock or Locks, or for opening or ſhutting any Gate or Gates thereof, or for drawing or ſhutting the Paddles or Sluices thereof, or any of them, then and in every ſuch Caſe every ſuch Perſon ſhall for every ſuch Offence forfeit any Sum not exceeding Forty Shillings.

Swivel or Draw Bridge to be ſhut after Veſſels paſſed.

CXLII. And be it further enacted, That if any Swivel Bridge or Draw Bridge (except ſuch as may be made for the private Uſe of any Owner or Occupier of Land) ſhall be laid over or acroſs the ſaid Canal, every Perſon or Perſons opening any ſuch Draw Bridge or Swivel Bridge, ſhall and he and they is and are hereby required and directed ſo ſoon as any Veſſel ſhall have paſſed any ſuch Bridge to ſhut and faſten the ſame; and every Perſon neglecting ſo to do ſhall forfeit and pay for every ſuch Offence any Sum not exceeding Twenty Shillings; and in caſe any ſuch Bridge ſhall be left open longer than neceſſary for the Paſſage of any Veſſel as aforeſaid, through the Neglect or Careleſſneſs of any Perſon belonging to any ſuch Veſſel, then the Maſter or Owner of ſuch Veſſel ſhall forfeit and pay for every ſuch Offence any Sum not exceeding Five Pounds; and if any Perſon or Perſons ſhall wilfully open any ſuch Draw Bridge or Swivel Bridge when no Veſſel is to paſs through the ſame, ſo as to interrupt a free Paſſage for Travellers, Cattle, or Carriages, ſuch Perſon or Perſons ſhall for every ſuch Offence forfeit and pay any Sum not exceeding Forty Shillings.

Power to divert Roads, &c on making others, and veſting old Roads in the Company.

CXLIII. And be it enacted, That where it ſhall appear neceſſary for the Purpoſes of this Act, that any River, Brook, Stream, or Watercourſe, or any Road or Way ſhall be diverted or turned in the Line or Track of the ſaid Canal and Cut, or either of them, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Company to divert and turn ſuch River, Brook, Stream, or Watercourſe, or any ſuch Road or Way, firſt making a Cut or Channel for ſuch River, Brook, Stream, or Watercourſe, or a new Road or Way of no leſs Width than the former; and when ſuch Cut or Channel or new Road or Way ſhall be completed and finiſhed, the Part of the Bed or Channel of ſuch River, Brook, Stream, or Watercourſe, or old Road or Way ſo to be diverted and turned, ſhall be and become veſted in Fee Simple in the ſaid Company, with full Power for them to ſell or diſpoſe of the ſame in ſuch Sort, Manner and Form, and under ſuch Regulations as are herein-before directed with reſpect to Lands which ſhall be purchaſed by the ſaid Company, and not found neceſſary to be made uſe of for the Purpoſes of the ſaid Navigation, or as near thereto as the Caſe will admit, and the Land

constituting such new Road or Way shall from thenceforth for ever be vested in or belong to such Person or Persons, and be subject and liable to such and the same Laws, Rules, and Regulations in every Respect as the old Road or Way so to be diverted or turned shall have been subject and liable to immediately prior to such Diversion or Turning.

Drains to be made to convey Water from the Lands adjoining;

CXLIV. And to the End that the said Navigation may be carried on with as little Damage to private Property as possible, be it further enacted, That the said Company shall and they are hereby required at their own proper Costs and Charges to make or cause to be made Arches, Tunnels, Culverts, Drains, or other Passages over, under, by the Side of, or into the said Canal and Cut, and the Trenches, Streams, and Watercourses communicating therewith, and the Towing Paths on the Sides thereof respectively, of such Depth, Breadth, and Dimensions as shall be sufficient at all Times to convey the Water clear from the Lands adjoining or lying near to the said Canal or Cut, without obstructing or impounding the same; and likewise to make or cause to be made such Back Drain or Drains as may be necessary and sufficient to carry off any Water which may ooze or pass through any of the Banks of the said Canal and Cut, or either of them, to the Prejudice of any of the Lands or Grounds contiguous or near thereto; and also to make Watering Places for Cattle in all Cases where by Means of the said Canal and Cut, or either of them, the Cattle of any Person or Persons or occupying Lands adjacent to the said Canal and Cut, or either of them, shall be deprived of their ancient Watering Place, and to supply the same at all Times with Water; and that all such Bridges, Arches, Tunnels, Culverts, Drains, and other Passages, shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after One Calendar Month's Notice in Writing shall, by or on Behalf of the said Owners or Occupiers of Land adjoining or lying near to the said Canal and Cut, or either of them, be given to the said Company, or to their Clerk or Clerks, known Agent, or Collector, that the said Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages, or any of them, is or are not made, cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, it shall be lawful for any Person or Persons to apply for and obtain an Order in Writing from any Two or more of the Justices of the Peace for the County within which such Lands shall lie, from Time to Time, as often as there shall be Occasion, (and the said Justices are hereby authorized and required at their Discretion to grant such Order as aforesaid), enabling such Person or Persons to cleanse and repair such Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages accordingly, and the reasonable Expences thereof (to be ascertained by the said Justices) shall be defrayed by the said Company, and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Two Calendar Months after Demand thereof made upon the said Company, or upon their Clerk, such Expences shall and may be recovered and levied in such Manner as any other Money is by this Act directed to be recovered from the said Company: Provided always, that such Owner or Occupier of the said contiguous or adjoining Lands shall, at the Time of making such Complaint, have his, her, or their respective Ditches, Drains, Passages for Water, and Watercourses leading to or from the Drains, Culverts, and Passages of the said Canal and Cut, and each and every of them, sufficiently cleansed and

and Watering Places for Cattle.

open

open to convey Water into and along the ſame: And provided alſo, that nothing herein contained ſhall extend to enforce the admitting of any Water ariſing from Floods into the ſaid Canal and Cut, or either of them, which may injure the ſaid Navigation.

Enabling the Company to cleanſe the adjoining Watercourſes at the Land Owners Expence.

CXLV. And be it further enacted, That if at any Time hereafter the Ditches or Drains belonging to any Owner or Occupier of Lands adjoining or lying contiguous to the ſaid Canal and Cut, or either of them, and other Works, or any of them, ſhall, by reaſon of their not being ſufficiently cleanſed or opened, hinder and obſtruct the free Paſſage of the Water from the Drains, Culverts, and Paſſages belonging to the ſaid Navigation, and if the ſame ſhall not be perfectly cleanſed and opened within Twenty-one Days after Notice in Writing ſhall have been given thereof to or left at the laſt Place of Abode of ſuch Owner or Occupier by the Clerk or Agent of the ſaid Company, it ſhall then be lawful for the ſaid Company (an Order in Writing for the Purpoſe having been firſt obtained from any Two or more of the ſaid Juſtices) from Time to Time, as often as there ſhall be Occaſion, to open and cleanſe or cauſe to be opened and cleanſed the ſaid Ditches or Drains, and the reaſonable Expences thereof, when aſcertained and allowed by the ſaid Juſtices, or any Two of them, ſhall be repaid to the ſaid Company by the Owners or Occupiers of ſuch Lands and Grounds to which the ſaid Ditches and Drains ſo opened and cleanſed ſhall belong; and in caſe of Refuſal to ſatisfy the ſame for the Space of Three Calendar Months after Demand ſhall have been made thereof from the reſpective Owner or Owners, Occupier or Occupiers of ſuch Lands and Grounds as aforeſaid, ſuch Charges and Expences ſhall and may be recovered in ſuch Manner as the Forfeitures and Penalties are herein-after directed to be recovered.

For fencing off Towing Paths.

CXLVI. And be it further enacted, That the ſaid Company ſhall at their own Coſts (within Three Calendar Months after the ſaid Canal and Cut, or either of them, and Towing Paths thereto belonging, ſhall be dug out and formed) divide and ſeparate, and keep conſtantly divided and ſeparated the Towing Paths on each Side of the ſaid Canal and Cut, or either of them, Trenches, or Paſſages; and alſo the Reſervoirs to be made by virtue of this Act, or ſuch Part or Parts thereof reſpectively, as ſhall be declared neceſſary by any Two or more Juſtices of the Peace of the County wherein ſuch Towing Paths or Reſervoirs reſpectively ſhall be ſituate, from the adjoining Lands or Grounds, by Poſts and Rails, Hedges, Ditches, Trenches, Banks, or other Fences, ſufficient to keep off Sheep and other Cattle, to be ſet out and made on the Lands or Grounds which ſhall be purchaſed by, conveyed to, or veſted in the ſaid Company as aforeſaid; and the ſaid Company ſhall at their own proper Coſts and Charges from Time to Time, maintain and ſupport the ſaid Towing Paths and the ſaid Poſts, Rails, Hedges, Ditches, Trenches, Banks, and other Fences ſo ſet up and made as aforeſaid; and alſo ſhall at their like Coſts and Charges make, erect, and ſet up, and from Time to Time maintain and ſupport ſuch and ſo many convenient Bridges acroſs the ſaid Canal and Cut, or any Aqueduct, Conductor, or Watercourſe leading into the ſame; and alſo Gates and Stiles in and through all the Hedges and Fences to be by them ſo made on the Side of ſuch Towing Paths as aforeſaid, in ſuch Manner as the Juſtices of the Peace of the ſaid County ſhall at the General or Quarter Seſſions of the Peace from Time to Time judge neceſſary and

Gates and Stiles to be erected on Towing Paths.

and appoint for the Uſe of the Owners and Occupiers of the Lands and Grounds, Mills, or Hereditaments, adjoining to ſuch Canal and Cut, or either of them; and the ſaid Company of Proprietors ſhall not make the ſaid Canal and Cut, or any Part thereof, or any Trench or Watercourſe belonging to the ſame, in or acroſs any Common, Highway, public Bridleway, or Footpath, until they ſhall, at their Coſts and Charges, have made and provided a good and ſufficient temporary Road, Bridleway, or Footpath, for the Accommodation of all Perſons whomſoever, and until a good and ſufficient Bridge or Bridges, Paſſage or Paſſages, Arch or Arches over, acroſs, or under the ſaid Highway, Public Bridleway, or Footpath, and of the full Breadth of ſuch Highway, Bridleway, or Footpath ſhall be made and perfected; and all ſuch Gates, Stiles, Bridges, Arches, and other Works and Conveniences ſo to be made as aforeſaid, ſhall from Time to Time thereafter be ſupported, maintained, and kept in ſufficient Repair by the ſaid Company.

Bridges, &c. to be erected by the Company.

If Company do not fence off Towing Paths, and Bridges, &c. Land Owners may do it at Company's Expence.

CXLVII. And be it further enacted, That in caſe the ſaid Company or their Agents ſhall refuſe or neglect to divide and ſeparate, and to keep divided and ſeparated the ſaid Towing Paths and Reſervoirs in Manner hereinbefore directed, or to make, erect, and ſet up ſuch Gates, Bridges, and Stiles in, over, and through the Fences on the Sides of the ſaid Towing Paths, or ſuch Bridges, Arches, Tunnels, Culverts, Drains, Back Drains, or other Paſſages, or to make ſuch Watering Places for Cattle as hereinbefore directed, for the Uſe and Convenience of the reſpective Owners or Occupiers of the Lands, Mills, or Hereditaments, adjoining or near to the ſaid Canal and Cut, or to maintain and ſupport ſuch Gates, Stiles, Bridges, Arches, Paſſages, and Watering Places, when erected, ſet up, and made of ſuch Dimenſions and in ſuch Manner as aforeſaid, for the Space of Three Calendar Months next after the Times to be appointed by the ſaid Juſtices as aforeſaid, and after Notice ſhall have been given by or on the Behalf of the Owners or Occupiers of any ſuch Lands, Mills, or other Hereditaments, who ſhall find themſelves aggrieved by any ſuch Gates, Stiles, Bridges, Arches, Paſſages, or Watering Places not being kept in good and ſufficient Repair and Condition, to the Clerk or Clerks of the ſaid Company, then and in every ſuch Caſe it ſhall be lawful for every or any of the Owners or Occupiers of the ſaid adjacent Lands, Grounds, Mills, or Hereditaments, who ſhall find himſelf, herſelf, or themſelves aggrieved by any ſuch Refuſal or Neglect, to make, erect, and ſet up all ſuch Gates, Stiles, Bridges, Arches, Paſſages, Watering Places, and other Conveniences as ſhall be neceſſary, and ſhall have been before directed or appointed by the ſaid Juſtices to be made, erected, and ſet up by the ſaid Company as aforeſaid, and to maintain, repair, and ſupport the ſame from Time to Time, as Occaſion ſhall require, ſo that in making and maintaining ſuch Works the ſaid Navigation, or the Banks thereof, or the Feeders or Aqueducts belonging thereto, ſhall not be ſtopped or injured for any longer Space of Time, or in any other Manner than ſhall be neceſſary for the doing thereof, and all the reaſonable Coſts and Charges thereo (to be ſettled and allowed by the ſaid Juſtices) ſhall be repaid to the reſpective Owners or Occupiers of the ſaid adjacent Lands, Grounds, Mills, or other Hereditaments, who ſhall have ſo erected and made, repaired or maintained ſuch Works as aforeſaid, by the ſaid Company of Proprietors; and the ſaid Owners or Occupiers, upon Refuſal or Neglect of the ſaid Company to pay the ſaid Coſts and Charges

Charges as aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof, by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed: Provided always, that the said Company shall not be liable to repair or amend any Part of the Roads over the Approaches to any of the Bridges to be made over the said Canal or Cut, or either of them, after the Roads over such Approaches shall have been first made and put into good Repair by or at the Expence of the said Company.

Land Owners may make others at their own Expence.

CXLVIII. Provided always, and be it further enacted, That if any Owners or Occupiers of any Lands or other Hereditaments, through which the said Canal and Cut, or either of them, shall be made, do, or shall, at any Time or Times hereafter chuse to erect other Gates, Stiles, Bridges, Passages, Arches, Tunnels, Drains, Back Drains, Trenches, or other Passages, Watering Places, and other Conveniences respectively, than such as the said Justices shall have so directed or appointed to be made by the said Company, then and so often, or in any such Case, it shall be lawful for all or any such Owners or Occupiers, with the Consent and Approbation of the said General Committee, to make, fix, and erect, at their own Costs and Charges, one or more Gate or Gates, Stiles, Bridges, Passages, Arches, Tunnels, Watering Places, or other Conveniences, of the same or the like Constructions with others made and erected by the said Company, in, over, or near to the said Canal and Cut, or either of them, or the Towing Paths thereof respectively, in such Places, as the said Owners and Occupiers shall judge most necessary and convenient, for the better Use, Cultivation, Improvement, or Occupation, of such Lands and other Hereditaments, and to repair and support the same, at their own like Costs and Charges, as Occasion shall require, so as that the Navigation of, in, or upon the said Canal and Cut, or either of them, be not prevented or obstructed thereby, for any longer Space of Time, or in any other Manner, than the same would necessarily have been, if such Gates, Stiles, Bridges, Passages, Arches, Tunnels, Watering Places, or other Conveniences, had been made or erected by the said Company of Proprietors, as aforesaid.

Punishment of Persons damaging Fences.

CXLIX. And be it further enacted, That in case any Person or Persons shall break down, destroy, carry away, or damage any Gate, Stile, Post, Rail, or other Fence, to be put or placed under the Authority of this Act for the fencing of the Towing Paths of the said Canal and Cut, or either of them, (such Offence or Offences not amounting to Felony), every Person so offending and being thereof convicted before any Justice of the Peace (not interested in the Premises) for the County, where the Offence shall be committed, or the Offender shall be or reside, on the Confession of the Offender or Offenders, or on Proof of the Offence on the Oath of One or more credible Witness or Witnesses, (which Oath such Justice is hereby empowered to administer), shall, for every such Offence, forfeit and pay any Sum not exceeding Five Pounds; and no Person shall be deemed incompetent to give Evidence of such Offence, by Reason of his or her being a Proprietor of the said Canal, or the Owner of such Gate, Stile, Post, Rail, or other Fence, and in case any such Offender or Offenders shall not immediately pay such Penalty or Penalties, or find Sureties to the Satisfaction of such Justice for the Payment thereof, at such future Day as he shall think proper to appoint, it shall be lawful for such Justice to

cauſe the ſame to be forthwith levied by Diſtreſs and Sale of the Goods and Chattels of the Offender or Offenders, by Warrant under his Hand and Seal, returning the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges of ſuch Diſtreſs and Sale, One Moiety of which Penalty or Penalties ſhall be paid to the ſaid Company of Proprietors, or the Owner or Owners of ſuch Gate, Stile, Poſt, Rail, or Fence, ſo broken, deſtroyed, or carried away, and the other Moiety thereof ſhall go and be paid to the Informer or Informers; but if the Owner of ſuch Gate, Stile, Poſt, Rail, or Fence, ſhall be the Informer, and ſhall give Evidence of the Offence, then the whole of ſuch Penalty or Penalties ſhall be paid to the Overſeers of the Poor of the Pariſh where ſuch Offence ſhall be committed, for the Benefit of ſuch Poor; and in that caſe the Offender or Offenders ſhall (over and above the Payment of ſuch Penalty laſt mentioned) make ſuch Recompence and Satisfaction to the Owner or Owners of ſuch Gate, Stile, Poſt, Rail, or Fence, for the Damage done there by ſuch Offender or Offenders, as the Juſtice before whom he or they ſhall be convicted of ſuch Offence ſhall think fit to allow in reſpect thereof, ſuch Allowance for Damages to be added to ſuch Penalty or Penalties, and levied therewith in Manner above mentioned; and for want of ſuch Diſtreſs ſuch Juſtice or Juſtices ſhall and may commit the Offender or Offenders to the Common Gaol or Houſe of Correction, there to be kept to hard Labour, for any Space of Time not exceeding Three Calendar Months.

Canal not to be under the Power of Commiſſioners of Sewers.

CL. And be it further enacted, That the ſaid Canal or Cut, or any of the Works to be made by virtue of this Act, ſhall not be ſubject to the Controul, Direction, Survey, or Order of any Commiſſion of Sewer, or to any Law or Statute relating to Sewers.

Stones to be erected every Mile.

CLI. And be it further enacted, That as ſoon as conveniently may be after the ſaid Canal and Cut ſhall be compleated, the ſaid Company ſhall cauſe the ſame to be meaſured, and Stones or Poſts with proper Inſcriptions, to be erected, and for ever after maintained, on one Side thereof reſpectively, at the Diſtance of a Mile from each other.

What Satisfaction to be made for Tythes.

CLII. And be it further enacted, That full Recompence and Satisfaction ſhall be made by the ſaid Company of Proprietors for all Tythes, both Great and Small, of the Lands which ſhall or may be taken or made uſe of by the ſaid Company for the Purpoſes, and in purſuance of the Powers of this Act, to the reſpective Perſons entitled, or who would have been entitled to ſuch Tythes, in caſe ſuch Lands had not been ſo taken or made uſe of, according to their reſpective Intereſts therein; ſuch Tythes to be eſtimated at the Average Value of Four Years, commencing at *Michaelmas Day* One thouſand eight hundred and eight; ſuch Average Value to be aſcertained (in caſe of any Difference concerning the ſame) in like Manner as the Value of any other Hereditaments is herein-before directed to be aſcertained: Provided always, that the Recompence and Satisfaction to be given by virtue of this Act, for all Glebe Lands and Tythes belonging to Spiritual Perſons, ſhall be made to ſuch Perſons by an Annual Rent.

Works damaged by Floods to be repaired by the Company.

CLIII. And whereas it may happen from Floods, or from ſome unexpected Accidents, that the Locks, Weirs, Flood Gates, Dams, Banks, Reſervoirs, Trenches, or other Works of the ſaid Navigation may be injured

or

or deſtroyed, and the adjacent Lands may thereby ſuffer Damage; and it may be neceſſary that the ſame ſhould be immediately repaired or rebuilt to prevent further Damages; be it therefore further enacted, That when and as often as any ſuch Caſe ſhall happen, it ſhall be lawful for the ſaid Company from Time to Time, or for their or any of their Servants, Agents, or Workmen, without any Delay or Interruption from any Perſon or Perſons whomſoever, to enter into any Lands, Grounds, or Hereditaments adjoining or near to the ſaid Canal and Cut, or either of them, and other Works or Conveniences, or any of them, (not being the Ground whereon any Houſe or other Building ſtands, or an Orchard, Park, Paddock, planted Walk, Nurſery for Trees, or Avenue to a Houſe) and to dig for, work, get, and carry away and uſe all ſuch Stones, Gravel, and other Materials as may be neceſſary or proper for the Purpoſes aforeſaid, without any previous Treaty whatſoever with the Owner or Owners, Occupier or Occupiers of, or other Perſon or Perſons intereſted in ſuch Lands and Grounds or Hereditaments, or any of them, doing as little Damage thereby as the Nature of the Caſe will permit, and making Recompence for the ſame to the Owners and Occupiers of or other Perſons intereſted in ſuch Lands, Grounds, or Hereditaments, within the Space of Three Calendar Months next after the ſame ſhall be demanded; which Damages, and the Compenſation to be made in reſpect thereof, ſhall be ſettled and determined, or aſſeſſed by the Ways and Means herein-before preſcribed and directed with reſpect to other Damages to be done by making and completing the ſaid Navigation.

Mode of rating Lands and Buildings.

CLIV. And be it further enacted, That the Lands, Reſervoirs, Dwelling Houſes, Wharfs, Warehouſes, Lock Houſes, and other Houſes of and belonging to the ſaid Company, ſhall be rateable and chargeable to the Maintenance of the Poor, and to all other Parochial Rates and Taxes in the ſeveral Pariſhes and Places where they are reſpectively ſituated, the Lands according to the Quantity and Quality, and the Dwelling Houſes, Wharfs, Warehouſes, Lock Houſes, and other Houſes, and Reſervoirs, according to the Nature and reſpective Uſes, Dimenſions, and Deſcriptions thereof, and ſhall be charged and aſſeſſed in like Manner as Lands of a like Quality; and Dwelling Houſes, Wharfs, Warehouſes, Lock Houſes, and other Houſes and Reſervoirs of a like and ſimilar Size, Nature, Dimenſion, or Deſcription in the reſpective Pariſhes where the ſame ſhall be ſituate, are or ſhall be aſſeſſed and charged, and that the Rates, Duties, and other Perſonal Property of the ſaid Company, liable to be rated to the Poor or other Parochial Taxes, in any ſuch Pariſhes or Places, ſhall be rated and aſſeſſed in like Manner, and in the ſame Proportion as other Perſonal Property, rateable in the ſaid Pariſhes and Places reſpectively, ſhall be rated and aſſeſſed, and according to the Length of the Line of the ſaid Navigation, in ſuch reſpective Pariſhes and Places, and not otherwiſe, or in any other Manner; provided that before ſuch Perſonal Property ſhall be rated, Ten Days Notice ſhall be given in Writing to, or left at the Dwelling Houſe or uſual Place of Abode of the Treaſurer or Clerk, or any other Officer of the ſaid Company reſiding in or neareſt to the Pariſh or Place where ſuch Rate ſhall be intended to be made, by the reſpective Overſeers of the Poor, of the Intention ſo to do.

Rights of Lords of Manors to

CLV. Provided always, and be it further enacted, That the Lord and Lords, Lady and Ladies, of all and every Manor and Manors through which the

Fiſheries preſerved.

the ſaid Canal and Cut, and Reſervoirs thereto belonging, or any of them, ſhall be made, ſhall have and be entitled to the Right of Fiſhery of and in ſo much of the ſaid Canal, Cut, and Reſervoirs, as ſhall be made within his, her, or their Manors reſpectively, ſo as that in the Uſe or Exerciſe of the ſaid Right of Fiſhery, the ſaid Canal and Cut, and other Works hereby authorized to be made, ſhall not be damaged, prejudiced, or obſtructed, or any Water drawn or taken from or out of the ſame; and alſo, that it ſhall be lawful to and for the ſaid Lord or Lords, Lady or Ladies of ſuch Manor or Manors, or his, her, or their Gamekeeper or Gamekeepers, and the Owner or Owners of the Lands and Grounds through which the ſaid Canal and Cut ſhall be made, (being qualified by Law ſo to do), to take and kill Game or Wild Fowl upon ſo much of the ſaid Canal and Cut, or Reſervoirs, Towing Paths, and other the Lands and Grounds to be ſet out for the Uſe of the ſaid Navigation, as ſhall be made through their reſpective Manors or Grounds as aforeſaid, in like Manner as if the Land or Ground ſo to be ſet out as aforeſaid, had remained undiſpoſed of by virtue of this Act.

Penalty on Perſons uſing Nets, &c.

CLVI. And be it further enacted, That in caſe any Perſon or Perſons navigating or working, or being on board any Barge or other Veſſel upon the ſaid Canal or Cut (not being qualified by Law to kill Game, or hereby authorized to take Fiſh) ſhall carry on board any Fiſhing Net or other Engine for taking or deſtroying Fiſh or Game, every Perſon ſo offending ſhall, for every ſuch Offence, forfeit and pay the Sum of Five Pounds; and in caſe any Maſter or other Perſon having the Command of any ſuch Boat, Barge, or other Veſſel, ſhall knowingly permit ſuch Perſon or Perſons (not being qualified or authorized as aforeſaid) to have or carry on board any Fiſhing Net or other Engine for taking or deſtroying Fiſh or Game, he ſhall for every ſuch Offence forfeit and pay the like Sum of Five Pounds.

Penalties and Forfeitures how to be recovered and applied.

CLVII. And be it further enacted, That all Penalties, Forfeitures, and Fines hereby inflicted or authorized to be impoſed, (the Manner of levying and recovering whereof is not herein otherwiſe directed), ſhall upon Proof of the Offences reſpectively, before any Two of His Majeſty's Juſtices of the Peace for the County where the Offence or Offences ſhall be committed, either by the Confeſſion of the Party or Parties offending, or by the Oath of One or more Witneſs or Witneſſes, (which Oath ſuch Juſtice is hereby empowered to adminiſter); and in caſe of Non-payment thereof forthwith by the Offender or Offenders, be levied by Diſtreſs and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hand and Seal of ſuch Juſtice, which Warrant ſuch Juſtice is hereby empowered to grant for ſuch Purpoſe, and the Overplus, after ſuch Penalties, Forfeitures, and Fines, and the Charges of ſuch Diſtreſs and Sale are recovered and deducted, ſhall be returned upon Demand, unto the Owner or Owners of ſuch Goods and Chattels; and in caſe ſufficient Diſtreſs ſhall not be found, or ſuch Penalties ſhall not be forthwith paid, it ſhall and may be lawful for any ſuch Juſtice of the Peace as aforeſaid, and he is hereby authorized by Warrant or Warrants under his Hand and Seal to cauſe ſuch Offender or Offenders to be committed to the Common Gaol of ſuch County or Place, there to remain without Bail or Mainprize, for any Time, not exceeding Six Calendar Months, nor leſs than Thirty Days, unleſs ſuch Penalties, Forfeitures,

and Fines, and all reaſonable Charges, ſhall be ſooner paid or ſatisfied; and the Penalties, Forfeitures, and Fines, when paid or levied, if not otherwiſe directed to be applied by this Act, ſhall be from Time to Time paid to the Treaſurer or Treaſurers of the ſaid Company, and applied to the Purpoſes of this Act.

Power to give Informer Part of the Penalties.

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

Allowing an Appeal.

CLIX. And be it further enacted, That if any Perſon or Perſons ſhall think himſelf, herſelf, or themſelves aggrieved by any Order or Judgement made or given in purſuance of any Rule, Bye Law, or Order of the ſaid Company, or by any Order, Judgement, or Determination of any Juſtice or Juſtices of the Peace relating to any Matter or Thing in this Act mentioned or contained, then and in every ſuch Caſe ſuch Perſon or Perſons may within Six Calendar Months next after ſuch Order, Judgement, or Determination ſhall have been made or given, appeal to the Juſtices of the Peace at the General or Quarter Seſſions of the Peace to be holden in and for the County in which the Cauſe of Appeal ſhall ariſe, firſt giving Ten Days Notice of ſuch Appeal, and of the Nature and Matter thereof, to the Perſon or Perſons appealed againſt, or to the Clerk to the ſaid Company, and forthwith after ſuch Notice entering into a Recognizance before ſome Juſtice of the Peace for ſuch County, with Two ſufficient Sureties conditioned to try ſuch Appeal, and to abide the Order and Award of the ſaid Court thereon, and the ſaid Juſtices ſhall in a ſummary Way either hear and determine the ſaid Appeal at ſuch General or Quarter Seſſions, or if they think proper may adjourn the Hearing thereof to the next General or Quarter Seſſions of the Peace to be holden for ſuch County; and the ſaid Juſtices may if they ſee Cauſe, mitigate any Forfeiture or Fine, and may order any Money to be returned which ſhall have been levied in purſuance of ſuch Rule, Bye Law, Order, Judgement, or Determination, and may alſo order and award ſuch further Satisfaction to be made to the Party injured as they ſhall judge reaſonable; but no Proceedings to be had and taken in purſuance of this Act ſhall be quaſhed or vacated for Want of Form, or be removed by *Certiorari*, or by any other Writ or Proceſs whatſoever, into any of His Majeſty's Courts of Record at *Weſtminſter* or elſewhere, any Law or Statute to the contrary notwithſtanding.

Compelling Witneſſes to attend.

CLX. And be it further enacted, That if any Perſon or Perſons who ſhall be ſummoned as a Witneſs or Witneſſes to attend and give Evidence before any Juſtice of the Peace touching any Matter of Fact contained in any Information or Complaint for any Offence againſt this Act, either on the Part of the Proſecutor or the Perſon or Perſons accuſed, ſhall refuſe or neglect to appear at the Time and Place to be for that Purpoſe appointed, having been paid or tendered a reaſonable Sum for his, her, or their Coſts and Charges, without a reaſonable

reaſonable Excuſe for his, her, or their Refuſal or Neglect, or appearing ſhall refuſe to be examined upon Oath (or in caſe of a Quaker or Quakers, on ſolemn Affirmation) and to give Evidence before ſuch Juſtice of the Peace, or at ſuch Seſſion or Adjournment thereof, then and in either of the ſaid Caſes every ſuch Perſon ſhall forfeit and pay for every ſuch Offence any Sum not exceeding One hundred Pounds.

Conviction of Offenders.

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

Form of Conviction.

'BE it remembered, That on the Day of in the Year of our Lord One thouſand eight hundred and is convicted before me [*or*, before us] and One [*or* Two] of His Majeſty's Juſtices of the Peace for the County of [*ſpecifying the Offence and the Time and Place when and where the ſame was committed, as the Caſe ſhall be*]. Given under my Hand and Seal [*or*, our Hands and Seals] the Day and Year firſt above mentioned.'

Diſtreſs not unlawful for want of Form.

CLXII. And be it further enacted, That when any Diſtreſs ſhall be made for any Sum of Money to be levied by virtue of this Act, the Diſtreſs itſelf ſhall not be deemed unlawful, nor ſhall the Party or Parties making the ſame be conſidered a Treſpaſſer or Treſpaſſers on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Diſtreſs, or the Appointment of the Collector or Collectors, Receiver or Receivers, or any other Agent of the ſaid Company, or in any other Proceeding relating thereto, nor ſhall the ſaid Party or Parties diſtraining be deemed or conſidered a Treſpaſſer or Treſpaſſers *ab initio* on account of any Irregularity which ſhall afterwards happen to be done by the Party or Parties ſo diſtraining, but the Perſon or Perſons aggrieved by ſuch Irregularity ſhall and may recover full Satisfaction for the Special Damage which he, ſhe, or they ſhall have ſuſtained thereby with uſual Coſts, and no more, in an Action of Treſpaſs, or on the Caſe.

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

CLXIII. Provided always, and be it enacted, That no Plaintiff or Plaintiffs ſhall recover in any Action to be commenced againſt any Perſon or Perſons for any Thing done in purſuance of this Act, unleſs Notice in Writing ſhall have been given to the Defendant or Defendants, or left at his, her, or their laſt or uſual Place or Places of Abode, Ten Days before ſuch Action ſhall be commenced, of ſuch intended Action, ſigned by the Attorney for the Plaintiff or Plaintiffs, ſpecifying the Cauſe of ſuch Action; nor ſhall the Plaintiff or Plaintiffs recover in ſuch Action, if Tender of good and ſufficient Amends ſhall have been made to him, her, or them, or to his, her, or their Attorney, by or on Behalf of the Defendant or Defendants, before ſuch Action brought; nor if ſuch Tender or Amends ſhall be made at any Time after the ſaid Action brought, and before the Trial thereof, together with Coſts of Suit to the Time of ſuch laſt mentioned Tender, but on Proof of ſuch Tender on any Trial to be had in ſuch Action, the Plaintiff or Plaintiffs ſhall be

be nonſuited, and ſhall pay Treble Coſts, to be recovered in the ſame Manner as any Defendant or Defendants may recover Coſts in any other Caſe by Law; or in caſe no ſuch Tender ſhall have been made, it ſhall and may be lawful to and for the Defendant or Defendants in ſuch Action, by Leave of the Court where ſuch Action ſhall depend, at any Time before Iſſue joined, to pay into Court ſuch Sum of Money as he, ſhe, or they ſhall think fit, whereupon ſuch Proceedings, Order, and Judgment ſhall be had, made, and given in and by ſuch Court as in other Actions where the Defendant is allowed to pay Money into Court.

In Actions againſt the Company, Proceſs may be ſerved on the Chief Clerk.

CLXIV. And be it further enacted, That in all Actions that ſhall or may be brought againſt the ſaid Company of Proprietors, it ſhall and may be ſufficient for the Plaintiff or Plaintiffs to ſerve, or cauſe to be ſerved, the original Proceſs in every ſuch Action on the Chief Clerk of the ſaid Company.

Limitation of Actions.

CLXV. Provided always, and be it further enacted, That no Action or Suit ſhall be brought againſt any Perſon or Perſons, Body or Bodies Politic, Corporate or Collegiate, for any Thing done in purſuance of this Act after Six Calendar Months next after the Fact committed, or in caſe there ſhall be a Continuation of Damages, then after Three Calendar Months next after the doing or committing ſuch Damage ſhall have ceaſed, and not afterwards; and every ſuch Action or Suit ſhall be laid, brought, and tried in the County in which the Matter in Diſpute ſhall ariſe, and not elſewhere; and the Defendant or Defendants in every ſuch Action or Suit may at his, her, or their Election plead ſpecially or the General Iſſue, and give this Act and the ſpecial Matter in Evidence at any Trial to be had thereupon, and that the ſame was done in purſuance and under the Authority of this Act; and if the ſame ſhall appear to have been ſo done, or that ſuch Action or Suit ſhall have been brought before Ten Days Notice ſhall have been given, or after a ſufficient Satisfaction made or tendered as aforeſaid, or after the Time limited for bringing the ſame as aforeſaid, or ſhall be brought in any other County than as aforeſaid, then and in every ſuch Caſe the Jury ſhall find for the Defendant or Defendants, and upon ſuch Verdict, or if the Plaintiff or Plaintiffs ſhall be nonſuited or diſcontinue his, her, or their Action or Suit after the Defendant or Defendants ſhall have appeared, or if upon Demurrer or otherwiſe Judgment ſhall be given againſt the Plaintiff or Plaintiffs, then the Defendant or Defendants ſhall recover Treble Coſts, and ſhall have ſuch Remedy for recovering the ſame as any Defendant or Defendants hath or have for his, her, or their Coſts in any other Caſes by Law.

General Iſſue.

Public Act.

CLXVI. And be it further enacted, That this Act ſhall be deemed and taken to be a Public Act, and ſhall be judicially taken Notice of as ſuch by all Judges, Juſtices, and others, without being ſpecially pleaded.

The SCHEDULE to which the foregoing Act refers.

Line from the Stort Navigation to the River Cam.

Nos. on the Plan.	Parishes.	Land Owners.	Occupiers.	Description of Property.
1. 2.	Bishops Stortford -	Sir George Duckett Bart.	Himself -	1. River Stort Navigation 2. Warehouse Garden.
7.	Ditto	The Lord Bishop of London Rev. Edw. Stanley, Lessee	William Daniels	
19. 20.	Ditto	The Lord Bishop of London John Brome, Lessee	William Pavett	19. Garden 20. House and Shed
17.	Birchanger	New College, Oxford, Charles Hippuff Esquire, Lessee	Thomas Hutley	House and Garden
4.	Stanstead, Mountfitchet	Trustees of the Turnpike Road, from Stump Cross to Hockrill -	Thomas Clarke	Garden
13.	Ditto	Fuller Maitland Esquire	Himself -	Plantation
14.	Ditto	Samuel Day - -	William Say -	Cottage and Garden
20.	Ditto	Fuller Maitland Esquire	Thomas Rose -	Garden
16. 17. 19.	Ditto	Ditto	William Say Sarah Hutley Mary Sanders	Cottages and Gardens
21.	Ditto	Ditto	James Mouse Robert Tailer James Godfrey Edward Tailor	Cottages and Gardens
23. 24.	Ditto	Ditto	James Ratcliffe	23. Garden and Shed 24 An old Orchard
18. 20. a. 21 a. 22 a.	Ditto	Ditto	Elizabeth Baker John Newman Mary Brace William Wright	Cottages and Gardens
4.	Great Henham, otherwise Henham on the Hill, and Little Henham	Mrs. William Canning -	Herself -	Cottage and Garden
50. a.	Newport	John Deadman - -	Sarah Renhold	House and Garden
6. 21.	Saffron Walden, otherwise Chipping Walden, and Little Walden, otherwise Little Saffron Walden	Right Hon. Lord Braybrooke	Himself -	Plantations
32.	Ditto	William Archer -	Himself -	Orchard
35.	Ditto	George Archer -	William Archer -	Garden
38.	Ickleton	- - - -	- - -	River to be diverted, but not taken
128. 134	Duxford	Right Hon. Chas. Long	John Rainer	128. Orchard 134. Garden
129.	Ditto	Ditto	Thos. Thurnell and Sons	Mill River (to be diverted) but not taken
136.	Ditto	Ditto	Thos. Thurnell and Sons	A Wood
9.	Horningsea	St. John's College, Cambridge, Edward Moor, Lessee	William Hancock	Orchard

Reſervoirs and Feeders in the Pariſhes of Stanſtead Mountfitchet, Elſenham, and Great Henham, otherwiſe Henham on the Hill, and Little Henham; and diſtinguiſhed on the Plan by the Letters A. B. C. and D.

Nos. on the Plan.	Pariſhes.	Land Owners.	Occupiers.	Deſcription of Property.
23. 32. 36.	Elſenham	George Ruſh Eſquire	Michael Phillips	Elſenham Mill to be purchaſed, and the Stream to be diverted, but not taken.
27.	Ditto	James Little	Himſelf	Cottage and Garden
28.	Ditto	Thomas Ingle	Stephen Snow	Ditto Ditto
70. 75. 76	Great Henham, otherwiſe Henham on the Hill, and Little Henham			Stream to be diverted but not taken.

Feeder and Sough in Newport, and diſtinguiſhed on the Plan by a Black dotted Line, and the Letter E.

89. 90.	Newport	Overſeers of the Poor of the Pariſh of Newport	John Johnſon	89. Garden 90. Yard

Reſervoir and Feeder in the Pariſh of Saffron Walden, otherwiſe Chipping Walden, and Little Walden, otherwiſe Little Saffron Walden.

80.	Little Walden, otherwiſe Little Saffron Walden	James Searle	William Allen	Garden.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1812.