ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

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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 *John Ashworth*, *Eleanora Atherton*, *Robert S. Barlow*, *John Bennett*, *William Blundell*, *David Brettargh*, *Eleanora Byrom*, *Richard Denham*, *Wilbraham Egerton*, *John Fletcher*, *Mary Fletcher*, *Gilbert Greenall*, *Samuel Grimshaw*, *Henry Hall*, *Benjamin Heywood*, *James Knowles*, *John Knowles*, *Thomas Knowles*, *Edward Jeremiah Lloyd*, *Edward Loyd*, *Thomas Lyon*, *William Marsden*, *William Mawdsley*, *Charles M'Niven*, *Francis Aspinall Phillips*, *George Phillips*, *Shakespear Phillips*, *Benjamin Pierpoint*, *Joseph Ramsden*, *James Stanton*, *James Hibbert Wanklyn*, *William Wood*, *Cecil Daniel Wray*, and every other Person and Corporation who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for the carrying on, making, completing, and maintaining the said Canal for Barges, Boats, and other Vessels, according to the Powers and Authorities, Rules, Orders, and Directions herein-after set forth and expressed for that Purpose, and shall be One Body Politic and Corporate, by the Name of "The *Manchester* and *Salford* Junction Canal Company," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and shall also have full Power and Authority to purchase and hold Lands, Tenements, and Hereditaments to them, their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Forfeitures and Penalties of the Statutes of Mortmain, and shall also have full Power and Authority to bargain, sell, and dispose of any of the said Lands, Tenements, and Hereditaments to be purchased by them in manner by this Act authorized.

Proprietors incorporated.

Power to make the Canal, &c.

II. And be it further enacted, That it shall be lawful for the said Company hereby incorporated, and they are hereby authorized and empowered, from and after the passing of this Act, by themselves, their Deputies, Agents, Officers, Workmen, and Servants, subject to such Restrictions and Provisions as are herein contained, to make, complete, and maintain a Canal and Tunnel, navigable and passable for Barges, Boats, and other Vessels, from, out of, and into the Canal belonging to the Company of Proprietors of the *Rochdale* Canal, at or near a certain Street or Place in *Manchester* aforesaid called *Great Bridgewater Street*, in, through, and along a Canal already made to and under *Lower Mosley Street*, and along, through, under, across, or near to certain other Streets or Roads in *Manchester* aforesaid called *Watson Street*, *Alport Town*, *Deansgate*, *Longworth Street*, *Byrom Street*, *Camp Street*, *Lower Byrom Street*, *Charles Street*, *Atherton Street*, and *Water Street*, to and to join and communicate with the River *Irwell* at the Graving Yard of the Company of Proprietors of the *Mersey* and *Irwell* Navigation; and in like Manner to make, complete, and maintain a Reservoir for the better supplying or regulating the Supply of Water to the said Canal or some Part thereof, upon or near to a vacant Piece of Land near *Lower Mosley Street* and *Watson Street*

Street aforesaid, and to make, complete, and maintain a Tunnel or Feeder from and out of or under the said River *Irwell*, under, alongside, or near to the Line of the said Canal or Navigation, to and to terminate at the said vacant Piece of Land near *Lower Mosley Street*, or such other Place contiguous to the said Canal as the said Company may determine upon, for the Purpose of supplying the said Canal, Reservoir, and Works, or some Part thereof respectively, with Water necessary and sufficient for the Purposes of the said Canal and the Navigation thereof, and to make, raise, and erect and maintain a Steam Engine, Forcing Pump, Syphon, and other Works necessary, convenient, or proper for pumping, forcing, raising, and conducting the Water into the said Reservoir, and for supplying the same for the Purposes of this Act, and to contract and agree with any Corporation, Tenant for Life, Trustee, or other Person whomsoever, who may be willing to contract and agree with the said Company in this Behalf, and which Corporation, Tenant for Life, Trustee, or other Person are hereby authorized to enter into any such Contract or Agreement; and the said Company, and such Person or Corporation entering into such Contract or Agreement, are hereby authorized and empowered to supply and increase or vary the Supply of Water for the Purposes of all or any Part of the said Canal and Navigation by any Means howsoever, as may be mutually agreed upon between the Parties to any such Contract or Agreement, and to make, do, perform, and execute all Works and Operations whatsoever which may in the Opinion of the said Company be necessary, convenient, or expedient for carrying such last-mentioned Contract or Agreement into full and complete Effect, or for preserving and maintaining the same Works and Operations when completed, and to make, complete, and maintain all Locks, Docks, Basins, Reservoirs, Soughs, Tunnels, Sluices, Feeders, Aqueducts, Bridges, Headways, Archways, Wharfs, Quays, Landing Places, Watch-houses, Toll Houses, Warehouses, Towing Paths, Roads, Ways, and other Works and Conveniences necessary, convenient, or proper for the making and completing the said Canal, or for the Use, Protection, and Enjoyment thereof, or for the Convenience or Occupation of Persons navigating upon the same; and for the Purposes aforesaid the said Company, their Deputies, Servants, Agents, and Workmen, are hereby authorized and empowered to enter into, under, and upon the Lands of any Person or Corporation whatsoever, and into, under, and upon any Lands which may have been laid out or dedicated to the Public for the Purpose of forming Streets or otherwise howsoever, and to survey and take Levels of the same or any Part thereof, and to set out or ascertain such Parts thereof as they shall think necessary and proper for making the said Canal, Tunnel, Reservoir, Feeder, Locks, Wharfs, Landing Places, Warehouses, and other Matters aforesaid, and all other Works and Conveniences, as they shall think proper and necessary, for making, effecting, preserving, improving, completing, maintaining, and using the said Canal and the other Works thereunto belonging; and also to bore, search for, dig, cut, trench, sough, get, remove, take, and carry away and use Earth, Clay, Stone, Rock, Soil, Rubbish, Beds of Gravel or Sand, and any other Matters and Things which may be dug or got in making the said Canal, Tunnel, Reservoir, Locks, Docks, Feeders, and other Works, out of the Lands of any Person adjoining or lying contiguous thereto,

or

or out of the Lands which may have been laid out or dedicated to the Public for the Purpose of forming Streets or otherwise, and which may be necessary, requisite, or proper for making, carrying on, or continuing, maintaining, or repairing the said intended Canal and Navigation, and the said Tunnel, Reservoir, Locks, Docks, Basins, and other Works thereunto belonging, and hereby authorized to be made and carried on; and also to remove and carry away and lay Earth, Clay, Rocks, Stones, Soil, Rubbish, Beds of Gravel and Sand, and any other Matters or Things which may hinder, prevent, or obstruct the making, using, or completing, extending, and maintaining the said Canal, or any such Tunnel, Reservoir, Locks, Docks, Basins, Feeders, Channels, or any other Works hereby authorized to be made and constructed; and to make, build, erect, and set up, in and upon the said intended Canal, Basins, Locks, Docks, Reservoirs, and Feeders, and other Works hereby authorized to be made, or any of them, or upon the Lands adjoining the same respectively, such and so many Bridges, Piers, Arches, Tunnels, Aqueducts, Sluices, Locks, Flood Gates, Gates, Weirs, Dams, Drains, Wharfs, Quays, Houses, Warehouses, Toll Houses, Watch-houses, Landing Places, Weighing Beams, Engines, or other Machines, and all such other Works, Ways, Roads, Towing Paths, and Conveniences, as and where the said Company shall or may think requisite or convenient for the Purposes of the said Canal and other Works, or the Use and Occupation thereof; and also from Time to Time to alter, repair, amend, or discontinue the same, and to divert, alter, widen, raise, and enlarge or extend any Bridges, Ways, Roads, Passages, Cuts, Locks, Soughs, Tunnels, Basins, Docks, Feeders, Aqueducts, Sluices, Trenches, or other Works, as well for the carrying and conveying of Coals, Stones, or other Minerals, Goods, Wares, Merchandize, and other Articles and Things to and from the said intended Canal and Navigation and other Works aforesaid, or any of them, as for the carrying and conveying all manner of Materials necessary for the erecting, making, finishing, altering, amending, widening, deepening, enlarging, or maintaining the said Canal and Navigation, or the Works of and belonging to the same, or useful for any Purpose therein; and also to place, lay, work, or manufacture the said Materials on the Lands adjoining to the Places where the said Works or any of them shall or are intended to be made, erected, repaired, or done; and also to make, set, affix, attach, and appoint such Towing Paths, Banks, Roads, Stages, and Ways, as well in and along the Lands as along the Sides or Fronts of Buildings adjoining the said Canal, convenient for towing, hauling, or drawing of Boats, Barges, and other Vessels passing upon the said Canal, with Men, Horses, or otherwise, and proper Places for Boats, Barges, and other Vessels navigated upon the said Canal to turn, lie, and pass each other, as the said Company shall think convenient; and also to construct, erect, make, and do all other Works, Matters, and Things which the said Company of Proprietors shall think necessary or convenient for the making, effecting, extending, preserving, improving, completing, and using the said Canal, Tunnel, Reservoir, Feeder, and other Works, in pursuance of and according to the true Intent and Meaning of this Act; the several Powers hereby granted being subject to the several Provisions,

Provisions, Restrictions, and Limitations herein contained; they the said Company, 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 and Proprietors of and all Persons interested in the said Lands and other Property which shall be taken and removed or prejudiced, and to the *Manchester* Commissioners, Directors, and Surveyors herein-after mentioned, for all Damage and Loss 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, 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 contained.

Canal to be carried under certain Streets by means of a Tunnel in the Line delineated in the Plan, and to be constructed to the Satisfaction of the Surveyor of the Commissioners of Police of the Town of Manchester.

III. And be it further enacted, That the said Canal and Navigation hereby authorized to be constructed shall be constructed and made in the Line and Direction delineated and shown on the Plan and Section deposited with the Clerk of the Peace of the said County Palatine of *Lancaster*, or as near thereto as practicable, but subject nevertheless to the Restrictions and Provisions herein-after contained, and so far as the same Canal or Navigation shall pass along, through, under, or across any of the said Streets or Roads in *Manchester* aforesaid called *Watson Street*, *Alport Town*, *Deansgate*, *Longworth Street*, *Byrom Street*, *Camp Street*, *Lower Byrom Street*, *Charles Street*, and *Atherton Street*, the same Canal and Navigation shall be so constructed and made by means of a Tunnel to be formed under the Surface of the same Streets and Roads respectively, and the Lands adjoining or near thereto, in the Line and Direction delineated and shown on the said Plan, and the said Tunnel shall be excavated, formed, and constructed according to a Plan, Section, and Specification to be submitted to and approved by the Surveyors of the Highways of the Township of *Manchester* and of the Commissioners for cleansing, lighting, watching, and regulating the Town of *Manchester*, or of their Surveyor or respective Surveyors for the Time being, previous to the Work being commenced, who shall at all Times have full Liberty, Power, and Authority, with any Assistants or Workmen, to inspect and examine the same during the Progress of the Work, and during the Time the said Tunnel shall continue to be used for the Purposes of the said Canal; and it shall not be lawful for the said Company, their Servants, Agents, or Workmen, in the Excavation of the said Tunnel, to use any Gunpowder for the Purpose of blasting or to blast any of the Rock or Stratum of Earth there found; and in case any Agent or Servant or Workman of the said Company, or any other Person, shall use any Gunpowder for the Purpose of blasting or shall blast any of the Rock or Stratum of Earth found in forming or excavating the said Tunnel as aforesaid, the said Company shall forfeit and pay to the said *Manchester* Commissioners for each Offence a Sum not exceeding Fifty Pounds, which Penalty, in default of Payment to the said Commissioners on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein directed with respect to the Costs and Charges

of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works herein-before referred unto, and which Penalty the said Company shall be and they are hereby authorized and empowered in like Manner to recover from every such Agent, Servant, Workman, or other Person as aforesaid.

A Bridge to be erected by the Company to carry the Canal under Water Street.

IV. And whereas the said Canal and Navigation hereby authorized to be made will cross a certain Street in *Manchester* aforesaid called *Water Street;* be it therefore enacted, That the said Canal and Navigation shall be made to cross underneath the same Street; and the said Company of Proprietors shall at their own Expence erect, build, and construct, and for ever after maintain in good Repair, to the Satisfaction of the said *Manchester* Commissioners, a good, firm, and substantial Bridge over and across the said Canal and Navigation; and in the erecting, building, and constructing of such Bridge the said Company of Proprietors shall not raise or alter the present Level or Surface of *Water Street* aforesaid more than Eighteen Inches in perpendicular Height; and that the Stone or Brick Work forming the Top of the Arch of such Bridge, as well as of every other Bridge to be erected under the Authority of this Act, shall be at least Eighteen Inches thick; and that such Bridges respectively shall be constructed and built of Brick or Stone, as may be required by the said *Manchester* Commissioners; and that the said Bridge in *Water Street* aforesaid shall be built and formed so as to leave a clear Road or Way of Eighteen Yards wide at the least between the Battlements, and that such Battlements shall not be less than Six Feet in Height above the Road, and shall be closed, and shall extend not less than Four Yards in Length on each Side of such Bridge from the Line or Face of each Abutment.

Regulations as to the present Bridge at Great Bridgewater Street.

V. Provided always, and be it further enacted, That if the said Company hereby incorporated shall think it necessary or expedient by virtue of the Powers hereby granted to them to raise or alter the Bridge already made in *Great Bridgewater Street* over or across the said Canal already made to *Lower Mosley Street* aforesaid, they shall extend and enlarge the said Bridge so as that the inside Measure of the public Road or Way over such Bridge shall be at least Sixteen Yards in Width; but the said Company shall not be authorized to raise the same Bridge more than Three Feet above the present Elevation; and that the Inclination of the said Street on the Eastwardly Side of such Bridge shall not be raised so as to be more than Three Fourths of an Inch to the Yard in any Part; and that a regular Inclination shall be continued on the Westwardly Side of such Bridge from the Centre of the Arch thereof, or from the Top of such Bridge, to the Junction of the said Streets called *Great Bridgewater Street* and *Lower Mosley Street;* nor shall the said Company be authorized in any way to raise the present Bridge in *Lower Mosley Street* aforesaid; and that when any Bridge shall be raised, altered, extended, or enlarged under the Authority of this Act, the same shall not be again raised, altered, extended, or enlarged without the Consent of the said *Manchester* Commissioners or their Surveyor for the Time being first had and obtained.

VI. Pro-

Ascent to Bridges and Fences thereon.

VI. Provided always, and be it further enacted, That in all Places where the Line of the said Canal or Feeders by this Act authorized to be made shall cross any public Street or Carriage Road, the Ascent of every Bridge which shall be made over the said Canal or Feeders, or any of them, for the Purpose of such Street or Road, in the Place of any other Bridge, shall not be more than One Foot in Thirty Feet, and that a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Six Feet above the Surface of such Bridge; but it is hereby expressly declared, that this Provision shall not extend to enable the said Company to enlarge or increase the Ascent to the said intended Bridges in *Water Street* and *Great Bridgewater Street*, or to alter or raise the Bridge in *Lower Mosley Street*, except as herein specifically provided.

Breadth of Canal.

VII. And be it further enacted, That the Lands or Grounds to be taken and used for the said Tunnel hereby authorized to be made shall not exceed in Width Twenty-four Feet, inclusive of the Lands or Grounds taken and used for the Side Walls thereof, and which shall consist of Two Bricks and a Half at least in Thickness on each Side of the same Tunnel; and that the Lands or Grounds taken and used for the remaining Part of the said Canal and Navigation, and the Towing Paths and Banks thereof, and the Ditches and Fences for separating such Towing Paths and Banks from the adjoining Lands, shall not exceed Seventeen Yards in Breadth, measured horizontally, except in such Places where any Basin, Lock, or Sluice is or shall be made, or where it shall be judged necessary for Boats, Barges, and other Vessels to turn, lie, or pass each other, or where any Warehouse, Crane, or Weighing Beam shall be erected, or where any Wharf shall be made for the Landing or Delivery of any Goods, Wares, or Merchandize which shall be carried or conveyed on the said Canal, nor more than Two hundred Yards in Breadth in any Place, except where the Owner or Owners of any Lands or Grounds through or under which the said Canal and Navigation shall pass shall consent, by Writing under his, her, or their Hand or Hands, to the same being made wider in, through, or under his, her, or their Lands or Grounds respectively.

The Commissioners of Police, Surveyors, and Gas Directors to have the same Access to Streets and Gas Works as heretofore.

VIII. And be it further enacted, That the said *Manchester* Commissioners and Surveyors, and any Person or Persons on their Behalf, shall at all Times have such free and uninterrupted Access and Power as they had immediately before the passing of this Act to all or any of the Streets, Ways, Lanes, Alleys, Passages, and Places, and to all or any of the Gutters, Sinks, Drains, Sewers, and Watercourses within and belonging to the Town of *Manchester*, and now made or making, or which may be made previously to the making of the said Canal Navigation and Works; and that the said Commissioners, and the Directors for the Time being of the *Manchester* Gas Works, and any Person or Persons on their Behalf, shall at all Times have such free and uninterrupted Access and Power as they had immediately before the passing of this Act to all or any of the Gas Works within or belonging to the Town of *Manchester*, and to all or any of the Main Pipes, Service Pipes, Branch or other Pipes thereto belonging, and

and now laid, or which may be laid previously to the making of the said Canal, Navigation, and Works through the said Town of *Manchester*;

Notice to be given to the Commissioners, Surveyors, and Directors of any Interference with Sewers, &c.

and that in case by the making the said Canal and Navigation, or any of the Works thereof, it shall become necessary for the said Company to interfere with or disturb any of the said Gutters, Sinks, Drains, Sewers, Watercourses, and Pipes, or any of the present or future and then existing Works of the said *Manchester* Commissioners, Surveyors, and Directors, or any of them, then and in every such Case the said Company shall give or cause to be given Notice in Writing, to be left at the Office of the principal or head Officer of the said Commissioners in *Manchester* aforesaid, in manner following, that is to say, One Calendar Month's Notice before they interfere with or disturb any Gutter, Sink, Drain, Sewer, or Watercourse, or any Main Pipe, Seven Days Notice before they interfere with or disturb any Street or Service Pipe, and Forty-eight Hours Notice before they interfere with or disturb any Branch Pipe for supplying Lamps, Houses, Shops, Warehouses, Offices, or other Buildings, either of a public or private Description, in order that full Time and Opportunity may be afforded to the said *Manchester* Commissioners and Directors to alter, vary, raise, take up, remove, divert, relay, or repair such of the said Gutters, Sinks, Drains, Sewers, Watercourses, Pipes, and Works as may be necessary for forming the said Canal, Navigation, and Works as aforesaid;

And the Alterations to be made by the Commissioners and Directors as they think proper;

and the said Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works, and every of them, shall be altered, varied, raised, removed, or taken up or relaid by the said *Manchester* Commissioners and Directors in such Direction, Manner, and Form as they the said *Manchester* Commissioners and Directors, or either of them, shall think proper; and if in the Discretion of the said *Manchester* Commissioners or Directors, or either of them, it shall be necessary to substitute new Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works in lieu of those removed for the Purposes of the said Canal, Navigation, and Works as aforesaid, or to do any Work or adopt any Measures requisite in their Judgment for the better Protection and Stability of all present and future Gutters, Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works, or any of them, or any Part or Parts thereof, the said *Manchester* Commissioners and Directors may and they are hereby respectively authorized so to do;

and the Expences to be charged to the Company.

and the Costs and Charges of and attending the altering, varying, raising, taking up, removing, diverting, relaying, or repairing such of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works as may be necessary to be altered, raised, removed, taken up, relaid, or repaired for the Purposes of the said Canal, Navigation, and Works, and of substituting any such new Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works as may be found necessary to be substituted as aforesaid, and doing any Work or adopting any Measures which may be considered requisite as aforesaid, shall be borne by the said Company, and be by them paid to the said Commissioners or Directors, or any Person appointed by them or either of them to receive the same, on Demand thereof made to the said Company or any Clerk or other Officer thereof; and in default of Payment any Two or more of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster* shall and they are hereby required, on Application by the said

said Commissioners, Directors, or Surveyors, or of any Person authorized by them, by Warrant under the Hands and Seals of the said Justices to cause the Amount of such Costs and Charges to be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, and to be paid to the said Commissioners, Directors, or Surveyors, as the Case may be, or to some of their Agents, rendering the Overplus, if any, on Demand, after deducting the Costs and Charges of and attending such Distress and Sale, to the said Company, or to some of their Agents; or otherwise the said Commissioners, Directors, or Surveyors shall and may sue for and recover the same against the said Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or in His Majesty's Court of Common Pleas for the County Palatine of *Lancaster*, or otherwise in such Manner and Form, and by such Ways and Means, and with the same Benefit and Advantage, as they or any of them are authorized to sue and recover by any Act or Acts of Parliament, or any Law, Usage, or Custom now in force; and in case the said *Manchester* Commissioners and Directors shall not, within a reasonable Time after Notice to be given as aforesaid, alter, vary, raise, take up, remove, divert, relay, or repair such of the said Sinks, Drains, Sewers, Watercourses, Pipes, and Works as may be necessary to be altered, raised, taken up, relaid, or repaired as aforesaid, then and in every such Case the said Company may do so, they paying the Costs and Charges thereof, and being liable to the Remedies for the Recovery thereof as aforesaid; and further, that in case any Injury or Damage shall be done to any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, or any other of the present or future and then existing Works or Property of the said *Manchester* Commissioners, Surveyors, or Directors, or any of them, by taking up, varying, altering, relaying, removing, diverting, or repairing any of such Sinks, Drains, Sewers, Watercourses, Gas Pipes, or Works as last aforesaid, then and in every such Case the Expence of making good such Injury and Damage shall be borne and paid by the said Company, and in default of Payment the same shall be recovered in the Manner herein directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works as aforesaid.

If the Commissioners neglect to make the Alterations, the Company may do so.

The Company to be at the Expence of repairing Damage arising from the Works.

IX. And be it further enacted, That in case the said *Manchester* Commissioners shall at any Time hereafter deem it requisite to make and construct any new or additional Sinks, Drains, Sewers, or Watercourses, or the said *Manchester* Directors shall at any Time hereafter deem it requisite to erect, fix, place, or lay any new or additional Main Pipes, Service Pipes, Branch or other Pipes, or Works, in any Part of the Line of the said present and intended Canal, Navigation, and Works which passes through the Township of *Manchester*, it shall be lawful for the said Commissioners or Directors, as the Case may be, from Time to Time and at all Times to make, construct, erect, fix, place, or lay the same, and as to the said Main and other Pipes either round the Outside of the Embattlement of all present and future Bridges or otherwise, and for ever afterwards to maintain, repair, keep, and preserve the said Sinks, Drains, Sewers, or Watercourses,

The Commissioners of Police and Gas Directors to be at liberty to lay new Sewers and Gas Pipes in the Line of the Canal, not thereby prejudicing the free Use of the Navigation.

Main and other Pipes, or Works, and to do all Acts necessary for those Purposes or any of them, as to them, or the Surveyor or Superintendent to be employed by them, shall seem requisite, so as in the sinking, constructing, erecting, fixing, placing, laying, maintaining, repairing, keeping, and preserving such Sinks, Drains, Sewers, and Watercourses, Main or other Pipes, or Works, and in the doing of all Acts necessary for those Purposes or any of them, the free Use and Passage of the said Canal or Tunnel, or the Carriage or Conveyance of any Goods, Merchandize, or Passengers thereby, be not interfered with or prejudiced; but this Restriction and Provision shall nevertheless not extend or be construed to extend to prevent or hinder the said Commissioners and Directors, or either of them, from freely, fairly, and reasonably exercising the said Powers without being liable for any Damage, Injury, or Loss which may be sustained or incurred thereby.

All Injury to Streets to be repaired by the Commissioners at the Expence of the Company.

X. And be it further enacted, That all Streets and Roads within the Town of *Manchester*, and every or any Part or Parts thereof, and all the present and future Pavements, Flags, Sinks, Drains, Sewers, and Watercourses therein or thereon, and every or any Part or Parts thereof, which shall or may be damaged, injured, affected, or destroyed by the said Company in or about the Execution of the Powers hereby given to them or any of them, or for or by reason or in consequence of the said Navigation, Canal, and Works, or any of them, being made thereunder or near thereto, shall (except where otherwise provided) be repaired, made good, and reinstated by the said *Manchester* Commissioners when, as, and in such Manner and Form as they shall think necessary and proper, and the Expences of and attending the same shall be borne and paid by the said Company, and in default of Payment the same Expences shall be recovered by the said *Manchester* Commissioners from the said Company in the same Manner as is herein directed with respect to any Costs and Charges to be incurred by the said Commissioners.

Injury to Gas Pipes to be repaired by Gas Directors at the Company's Expence.

XI. And be it further enacted, That all the present and future Gas Works within or belonging to the Town of *Manchester*, and all or any of the Main Pipes, Service Pipes, Branch or other Pipes, or Works, thereunto belonging, and every or any Part or Parts thereof, which shall or may be damaged, injured, affected, or destroyed by the said Company in or about the Execution of the Powers hereby given to them or any of them, or for or by reason or in consequence of the said Navigation, Canal, and Works, or any of them, being made thereunder or near thereto, shall with all reasonable Dispatch be repaired, made good, and reinstated by the said Directors in such Manner and Form as they shall think necessary and proper; and the Expences of and attending the same, together with the Value of all Gas which may escape or be lost in consequence of any Main or other Pipe or Works being damaged, injured, affected, or destroyed as aforesaid, and of all Gas which the said Directors shall be prevented from supplying to any Corporation or Person whomsoever, during the Period reasonably occupied in such repairing, making good, and reinstating, shall, together with all other Losses, be paid by the said Company to the said *Manchester* Directors; and in default

of

of such Payment it shall be lawful for the said Directors to recover the Amount thereof in the same Manner as the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works herein-before referred unto are directed to be recovered.

The Canal and Works to be kept in repair by the Company.

XII. And be it further enacted, That the said Company shall at all Times for ever after the said Canal, Navigation, and Works, or any of them, or any Part or Parts thereof, shall have been erected, built, made, constructed, altered, or enlarged, keep the same and every of them, and all and every future Canal, Navigation, and Works to be erected, built, made, constructed, altered, or enlarged by the said Company in lieu thereof respectively, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good, perfect, and complete Repair; and in case of any Want of Repair or Rebuilding, and Notice thereof being given by any Agent or other Person authorized by the said *Manchester* Commissioners, Directors, or Surveyors, to the said Company, or to any of them, their Agents or Clerks, of any Want of Repair or Rebuilding, if the said Company shall not within the Space of Seven Days after the Service of such Notice commence such Repair or Rebuilding, and proceed therein with all reasonable Expedition until the same shall be completed, the said Commissioners may, in case they shall see fit, from Time to Time make the Reparations or Rebuildings, as the Case may require, and as to the said Commissioners may seem necessary; and all the Costs and Charges thereof shall be repaid by the said Company to the said Commissioners, upon Demand, and in default of such Payment it shall be lawful for the said Commissioners to recover the Amount thereof in the Manner herein directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and other Works herein-before referred unto.

The Commissioners to be at liberty to appoint a Surveyor to superintend the Works, whose Salary is to be paid by the Company.

XIII. And be it further enacted, That it shall and may be lawful to and for the said Commissioners and they are hereby authorized, from Time to Time and for such Time and at such reasonable Salary or Salaries as they shall think proper, to appoint a Surveyor or Surveyors, Superintendent or Superintendents, to examine all and every or any of the several Works hereby authorized to be done by the said Company, Commissioners, or Directors, or any of them, during the Time such Works shall be proceeding, which Salary or Salaries shall not altogether exceed a Sum calculated after the Rate of the yearly Sum of Two hundred Pounds, and such Salary or Salaries shall from Time to Time and at all Times be paid by the said Company at the Times and in the Manner which may be agreed upon between the said Commissioners and the said Surveyor or Surveyors, Superintendent or Superintendents, so to be appointed as aforesaid; and in default of Payment it shall be lawful for the said Commissioners to recover the Amount of such Salary or Salaries in the Manner herein directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting

ing any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works herein-before referred unto.

The Rights of the Commissioners under the Six following Acts reserved.

XIV. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the said Commissioners, Directors, or others acting in the Execution of the Six several Acts following, or any of them, by virtue of all or any of the same Acts; *videlicet*, an Act passed in the Thirty-second Year of the Reign of His Majesty King *George* the Third, intituled *An Act for cleansing, lighting, watching, and regulating the Streets, Lanes, Passages, and Places within the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster, *for widening and rendering more commodious several of the said Streets, Lanes, and Passages, and for other Purposes therein mentioned;* an Act passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for better lighting with Gas the Town of* Manchester *in the County Palatine of* Lancaster; an Act passed in the Ninth Year of the Reign of His said late Majesty, intituled *An Act to amend several Acts for cleansing, lighting, watching, improving, and regulating the Towns of* Manchester *and* Salford *in the County Palatine of* Lancaster; an Act passed in the Eleventh Year of the Reign of His said late Majesty, intituled *An Act to amend several Acts for supplying the Town of* Manchester *with Gas, and for regulating and improving the same Town;* an Act passed in the First Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act to authorize the raising further Monies for supplying the Town of* Manchester *with Gas;* and an Act passed in the Second Year of the Reign of His said present Majesty, intituled *An Act for widening and improving a Part of* London Road *in the Parish of* Manchester *and County of* Lancaster, *and also for effecting Improvements in the Streets and other Places within and contiguous to the said Town of* Manchester; except so far as is hereby expressly authorized or provided.

32 G.3. c.69.
5 G.4. c. 133.
9 G.4. c. 117.
11 G.4. c. 47.
1 W. 4. c. 16.
2 W. 4. c. 36.

All Bridges erected by the Company to be repaired by them.

XV. And be it further enacted, That in all Cases where any Bridge is now formed or shall hereafter be formed by the said Company over any Part of the said present or intended Canal, the same shall be at all Times supported and kept in repair by and at the Expence of the said intended Company; and that the Footpaths over and across any such Bridge which is or may be erected in any public Street or Thoroughfare shall be of the same Width as the Footpath immediately adjoining or nearest to the same Bridge; and such Footpaths shall be well and sufficiently flagged and kept in repair, and the remaining Width of every such Bridge, for the whole Width of the Span of the Arch and of the Abutments, shall be well and sufficiently paved and otherwise completed and kept in repair, by and at the Expence of the said Company; and in case the said Company shall neglect or refuse to perform and execute the said Repairs, Flaggings, Pavements, and other Works, or any of them, in the Manner herein-before mentioned, it shall be lawful for the said *Manchester* Commissioners and they are hereby authorized so to do, and

and all the Expences thereof shall be paid by the said Company to the said Commissioners, upon Demand; and in default of Payment it shall be lawful for the said Commissioners to recover the Amount thereof in the Manner herein directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the said Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works hereinbefore referred unto.

The Company not authorized to leave the Works in the Streets unprotected, except during their Progress, and then only under Restrictions.

XVI. And be it further enacted, That nothing herein contained shall extend or be construed to extend to enable the said Company to leave open, untunnelled, uncovered, or unprotected the said Canal, Navigation, or Works, or any of them, or any Part or Parts thereof, in any of the Streets or Roads within the Town of *Manchester* (except during the Progress of the Works hereby authorized, but then under the Restrictions and Provisions herein contained), nor permanently to obstruct, prevent, or hinder the free and uninterrupted Passage in, over, and along all or any Part or Parts of such Streets or Roads, nor at any Time to obstruct, prevent, or hinder more than Six Inches beyond One Half in Width of the free and uninterrupted Passage in, over, and along any Part or Parts of certain Streets in *Manchester* aforesaid called *Water Street*, *Watson Street*, *Deansgate*, *Longworth Street*, *Byrom Street*, *Lower Byrom Street*, and *Atherton Street*, nor to obstruct, prevent, or hinder the free and uninterrupted Passage of any One Half in Width of the said last-mentioned Streets or Roads, or any of them, or any Part or Parts thereof, for any greater or longer Period than Three Calendar Months, nor at any One Time to break up or open, or to have broken up and opened, or otherwise disturbed, unpaved, or incomplete in any Respect, more than Thirty Yards in Length of any One of certain Streets in *Manchester* aforesaid called *Alport Town*, *Camp Street*, and *Charles Street*, nor to continue broken up or opened such Portions for a greater or longer Period than Three Calendar Months, nor to erect, build, make, or form the said Canal, Navigation, and Works, or any of them, or any Part or Parts thereof, more than One Foot nearer to the Surface of any of the Streets or Roads within the Town of *Manchester* aforesaid than is shown in the Section drawn upon the Plan deposited with the Clerk of the Peace; and in case the said Company shall act contrary to the Restrictions and Provisions, or any of them, in this Clause contained, without the Consent in Writing of the said *Manchester* Commissioners first had and obtained, then the said Company shall be and are hereby made subject and liable, for every Breach of the Restrictions or Provisions aforesaid, to the Payment to the said *Manchester* Commissioners of the Penalty of Five Pounds for each and every Day such Breach shall exist after Three Days Notice thereof from the said Commissioners; which Penalty, in default of Payment to the said Commissioners on Demand, may be recovered by the said Commissioners from the said Company in the Manner directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the Sinks, Drains, Sewers Watercourses, Gas Pipes, and Works herein-before referred unto; and the said Company are hereby authorized and empowered in like

Manner to recover the said Penalty from the Contractor, Agent, Servant, or other Person by whose Acts, Neglect, or Default the same may have been incurred.

The Company to provide Hoards and Lights during the Progress of the Works.

XVII. And be it further enacted, That previously to the Commencement of and during the Progress of the Work hereby authorized to be done by the said Company, Directors, Commissioners, and Surveyors, the said Company shall from Time to Time and at all Times cause such proper and sufficient Hoards, Fences, Stages, and Lights to be erected, set up, and continued in such Situation and for such Time as the said Commissioners shall judge necessary for the Protection or Convenience of the Public, and as they shall by Notice in Writing, to be signed by any of their Clerks, Servants, or Agents, and to be served upon any Clerk, Servant, or Agent of the said Company, or left at his last or usual Place of Abode, order or direct; and if the said Company shall refuse or neglect to erect and set up any such Hoards, Fences, Stages, and Lights, or any of them, or shall not continue the same standing and in good Condition, or shall not remove the same when required by the said Commissioners by Notice in Writing, to be signed, served, or left as aforesaid, then and in any of the said Cases the said Company shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day they shall so refuse or neglect to erect and set up, or to continue standing and in good Condition, or to remove, the same Hoards, Fences, Stages, and Lights, or any of them; which Penalty, in default of Payment to the said Commissioners on Demand, may be recovered by the said Commissioners from the said Company in the Manner herein directed with respect to the Costs and Charges of and attending the altering, varying, raising, taking up, diverting, removing, relaying, or substituting any of the Sinks, Drains, Sewers, Watercourses, Gas Pipes, and Works herein-before referred unto; and the said Company shall in like Manner be and they are hereby authorized and empowered to recover the same from any Contractor, Agent, Servant, or other Person by whose Act, Neglect, or Default such Penalty shall have been incurred.

Not to lay Pipes for supplying Gas.

XVIII. And be it further enacted, That the said Company shall not lay, place, or deposit, or permit or suffer any Corporation or Person or Persons to lay, place, or deposit, nor shall any Corporation or Person or Persons whomsoever lay, place, or deposit, any Main, Service, Branch, or other Pipe or Convenience for the Conveyance of Gas in, under, over, along, or across the said Canal which the said Company are hereby authorized and empowered to make in Extension of the said present Branch Canal under the Streets of the Town of *Manchester*, or any of the Lands, Bridges, Tunnels, Towing Paths, or other Works of such Part of the said Canal, or any Part thereof, without the Consent in Writing of the said Directors or their Clerk; and in case any such Pipes or Conveniences shall be laid, placed, or deposited as aforesaid without such Consent as aforesaid, the said Company shall be and are hereby made subject and liable to the Payment to the said Commissioners of the Penalty of Five Pounds for each and every Day during which such Pipes or Conveniences as aforesaid,

aforesaid, or any of them, shall be so laid, placed, or deposited as aforesaid, after Three Days Notice thereof given by the said Commissioners, or any of their Officers or Agents, to the said Company or their principal Clerk; which Penalty, in default of Payment on Demand, may be recovered in the same Manner as is herein-before provided with respect to Costs and Charges to be incurred by the said Commissioners: Provided nevertheless, that the said Company shall be at liberty to lay down any Main, Service, Branch, Gas, or other Pipe in and upon the said Canal for the Purpose of lighting the same, and the Works and Property belonging to or used by the said Company.

Reservation of the Rights of the Waterworks Company.

XIX. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to take away, prejudice, lessen, or affect any of the Powers, Privileges, or Authorities now belonging to the Company of Proprietors of the *Manchester* and *Salford* Waterworks, under or by virtue of any Act or Acts now in force, or otherwise howsoever; and that in every Case where it shall become requisite in the making the said Canal that the Pipes of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks or their Tenants should be altered, raised, removed, or relaid, the said Company of Proprietors hereby incorporated, or their Clerk, shall, previous to the making of the said Canal and Branch, or either of them, give or cause to be given to the said Company of Proprietors of the *Manchester* and *Salford* Waterworks Thirty Days Notice in Writing, to be left at the Office of the last-mentioned Company in *Manchester* aforesaid, in order that full Time and Opportunity may be afforded to the last-mentioned Company to alter, raise, remove, or relay their said Pipes as aforesaid, which said Pipes shall, with all practicable Dispatch, and in a workmanlike Manner, be altered, raised, removed, or relaid by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks out of the Funds arising under this Act; and all Loss, Costs, Damages, and Expences which the said last-mentioned Company of Proprietors or their Tenants shall or may sustain or be put unto in consequence of the said Pipes being so altered, raised, or removed shall also be paid out of the said Funds; and if there shall be any Dispute between the said Company of Proprietors hereby incorporated, acting in execution of this Act, and the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, the same shall from Time to Time be ascertained and settled by a Justice of the Peace for the said County of *Lancaster*, upon the Application of either Party; and in case such Losses, Costs, Charges, Damages, and Expences shall remain unpaid for the Space of Ten Days next after the Day on which the same shall have been so ascertained and settled as aforesaid, and Demand made thereof by or on behalf of the said Company of Proprietors of the *Manchester* and *Salford* Waterworks, or their Clerk, from the Clerk or Treasurer for the Time being of the said Company of Proprietors hereby incorporated, acting in execution of this Act, the same shall and may be recovered from the said last-mentioned Company of Proprietors acting in execution of this Act by the said Company of Proprietors of the *Manchester* and *Salford* Waterworks as any other Debt or Demand can or may at Law or in Equity

Equity be recovered by the said last-mentioned Company of Proprietors; and the Signature of the said Justice to the Amount so by him ascertained and settled as aforesaid shall be conclusive Evidence of the Amount of such Debt or Demand.

To regulate the Level of the Water in the Branch Canal.

XX. Provided always, and be it further enacted, That the said Canal from the said *Mersey* and *Irwell* Navigation to the *Rochdale* Canal shall be so made and constructed that the Surface of the Water in the said Branch Canal shall at all Times be Six Inches at the least above the Bye Wash at the *Tib* Lockhead in the said *Rochdale* Canal, and the Lock to be made in the said Branch Canal shall be so made and constructed that the Gates thereof cannot be opened unless the Surface of the Water in the said Branch Canal be of the Height of Three Inches above the said Bye Wash: Provided also, that there shall be no Paddles or Apertures either in the Top Gate or Side Walls of the said Summit Lock by or through which any Water can be drawn from the *Rochdale* Canal or Basins into the Company's Locks, Branch Canal, or Tunnel; and further, that the said Company shall not draw Water from the said Summit Lock before the Top Gates of the same be properly closed, so that no Water can escape through than for the Supply of the Canal hereby authorized from the said *Rochdale* Canal or Basins; and that the whole of the Company's Locks and different Works shall be liable from Time to Time to be inspected by the said Trustees of the Duke of *Bridgewater*, or any of their Agents or Surveyors for the Time being; and the said Company of Proprietors hereby incorporated are hereby required not to take or abstract any Water whatever from the said *Rochdale* Canal for the Supply of the said projected Canal hereby authorized.

Rates and Dues to be paid.

XXI. And whereas Vessels entering upon the said *Rochdale* Canal from the Canal hereby authorized to be made, and passing thereon as far only as the Point of Junction with the *Ashton* Canal, will be subject only to a small Rate or Duty, and will in passing through the first Lock upon the said *Rochdale* Canal expend a considerable Portion of Water, and it is just that a further Rate or Duty should be paid to the *Rochdale* Canal Company as a Compensation for such Consumption of Water; be it therefore enacted, That in addition to the Rates and Dues authorized to be received by the several Acts for making the *Rochdale* Canal, or any of them, in respect of Vessels navigating the said *Rochdale* Canal, every Vessel which shall pass from or into the said Branch Canal, and shall pass through any Lock on the said *Rochdale* Canal, and shall not navigate along the said *Rochdale* Canal as far as the Point of the Junction of the said *Rochdale* Canal with the *Ashton* Canal, shall pay a further Sum at the Rate of One Farthing *per* Ton to the said Company of Proprietors of the *Rochdale* Canal beyond the Rates and Dues authorized to be received by the said Acts for making the *Rochdale* Canal, or any of them; which said several Rates and Dues shall be collected and may be recovered by the said Company hereby incorporated along with and in the same Manner as their own Rates and Dues, and shall be by them accounted for and paid over to the said *Rochdale* Canal Company on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fourth Day of *December* in each Year.

XXII. And

For ascertaining the Amount of Rates and Dues.

XXII. And be it further enacted, That for the better enabling the said *Rochdale* Canal Company to ascertain the actual Amount of Rates and Dues to which they may be entitled in the several Respects before mentioned, or any of them, it shall be lawful for the said *Rochdale* Canal Company or their principal Agent from Time to Time to inspect and take Extracts from the Books of Account of the Company hereby incorporated, in reference to the said Rates and Dues, and the Articles in respect of which the same shall be payable, and the said last-mentioned Company shall be bound from Time to Time to lay open and exhibit the same for that Purpose; and in case the said Company hereby incorporated shall at any Time wilfully neglect or refuse for Twenty Days after Demand so to lay open and exhibit the said Books of Account, and permit Extracts to be taken therefrom, or to pay over the Rates and Dues so collected by them as aforesaid, then and on every such Neglect or Refusal the said Company hereby incorporated shall pay to the said *Rochdale* Canal Company, as or by way of ascertained Damages, the Sum of One hundred Pounds, in addition to the Rates and Dues then payable; and in default of Payment of the same on Demand made on the Treasurer or any Officer of the Company hereby incorporated, the said *Rochdale* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Company hereby incorporated, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

For regulating the Passage into the River Irwell and into the Rochdale Canal.

XXIII. And be it further enacted, That it shall and may be lawful to and for all Boats, Barges, and other Vessels navigating upon and along the said Canal and Navigation hereby authorized to be made, to pass from and out of the said Canal and Navigation into the said River *Irwell* and also into the said *Rochdale* Canal, or from and out of the said River *Irwell* or the said *Rochdale* Canal into the said Canal and Navigation hereby authorized to be made, so as such Boats, Barges, and other Vessels do not thereby impede the free and uninterrupted Navigation either of the said River *Irwell* or of the said *Rochdale* Canal, or of the *Manchester*, *Bolton*, and *Bury* Canal, or the free and uninterrupted Passage of the Boats, Barges, Lighters, and other Vessels navigating and passing upon and along the same last-mentioned River and Canals, or the convenient loading or unloading of any such Boat, Barge, Lighter, or other Vessel navigating the same; and if the free and uninterrupted Passage of the said River *Irwell*, or of the said *Rochdale* Canal, or of the said *Manchester*, *Bolton*, and *Bury* Canal, or if any Boat, Barge, Lighter, or other Vessel navigating and passing upon or along, or loading or unloading on the Banks or Sides of the same River or Canals, shall be unnecessarily impeded or obstructed by Means of the Passage of any Boat, Barge, or other Vessel from and out of the said Canal and Navigation hereby authorized to be made into the said River *Irwell* or the said *Rochdale* Canal, or from and out of the said River *Irwell* or the said *Rochdale* Canal into the said Canal and Navigation hereby authorized to be made, then the Master or Owner of any such last-mentioned Boat, Barge, or other Vessel shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds nor less than Twenty Shillings.

No Vessel to moor or lie in the Irwell or Rochdale Canal or this Canal within certain Limits.

XXIV. And be it further enacted, That no Boat, Barge, Lighter, or other Vessel navigating or passing upon or along the said Canal or Navigation hereby authorized to be made shall moor or lie in the said River *Irwell* or in the said *Rochdale* Canal within the Distance of Two hundred Yards from the respective Entrances into the Canal hereby authorized to be made from and out of the said River or from and out of the said *Rochdale* Canal, nor in any other Part of the said Canal hereby authorized to be made longer than may be necessary for the ordinary and regular Passage of any such Boat, Barge, Lighter, or other Vessel through all or any of the Locks on the said intended Canal, or for the regular loading or unloading of such Boats, Barges, Lighters, or other Vessels on or into any Wharf, Quay, Landing Place, or Warehouse on or adjoining the said Canal hereby authorized to be made.

Steam Engines to consume their own Smoke.

XXV. And be it further enacted, That every Steam Engine which shall be erected by the said Company of Proprietors or in pursuance of this Act shall be erected and built upon the best and most approved Principle of consuming its own Smoke.

Plan and Book of Reference to remain with the Clerk of the Peace.

XXVI. And whereas a Map or Plan describing the Lines of the said Canal and Navigation, and of the said Reservoir and Feeder, and the Lands, Buildings, and Grounds in, along, under, and through which the same are respectively to be carried or made, together with a Book of Reference thereto containing Lists of the Names of the Owners or reputed Owners, Lessees, and Occupiers of such Lands, Buildings, and Grounds, have been deposited in the Office of the Clerk of the Peace for the said County Palatine of *Lancaster*; be it therefore enacted, That the said Map or Plan and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace for the said County Palatine, and all Persons interested in any Manner therein shall have Liberty to inspect, peruse, and make Extracts therefrom and Copies thereof, at seasonable Times, on Payment to the said Clerk of the Peace of One Shilling for each Time of Inspection, and One Shilling more for every Hour during which such Inspection shall continue after the first, and paying for every Copy of One hundred Words the Sum of Sixpence, and so on in proportion for any greater Number of Words; and the said Map or Plan and Book of Reference, or true Copies thereof, or of so much thereof as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Limiting the Deviation from Plan and Book of Reference.

XXVII. Provided always, and be it further enacted, That the said Company of Proprietors shall not, in making the said Canal hereby authorized to be made through, along, or under any of the public Streets or Thoroughfares of the said Town of *Manchester*, or any Dwelling Houses or Buildings, deviate from the Lines or Courses thereof respectively described on the said Map or Plan as aforesaid, nor shall the said Company, in making any other Part of the said Canal and other Works hereby authorized to be made, deviate more than One hundred Yards from the respective Lines or Courses described thereof respectively in the said Map or Plan.

XXVIII. Pro-

No Advantage to be taken of any Error or Omission in the said Book of Reference.

XXVIII. Provided always, and be it further enacted, That no Advantage shall be taken of or against the said Company of Proprietors, or any Interruption be given to the making of the said Canal, Feeder, and Reservoir, and any other Works hereby authorized to be made, or any of them, on account of any Error or Omission in the said Book of Reference or in the Schedule to this Act annexed, in case it shall appear to any Two or more Justices of the Peace acting in and for the said County Palatine of *Lancaster*, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Houses, &c. not to be taken without Consent unless specified in the Schedule.

XXIX. Provided also, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company of Proprietors or any other Person or Persons to take, use, bore under, injure, or damage any House or Building which at the Time of the passing hereof shall be erected and built, nor any Yard, without the Consent in Writing of the respective Owners and Occupiers thereof, other than and except such as are specified and contained in the Schedule (A.) to this Act annexed.

The Tunnel not to pass under Saint John's Churchyard, nor to exceed Twenty-four Feet in Width.

XXX. And whereas the Line of the said Canal, as set forth in the said Map or Plan and Book of Reference, passes by a Tunnel under the Churchyard of the Parish of *Saint John* in *Manchester* aforesaid, and such Tunnel was therein shown to extend to the Width of Thirty Feet, and to pass under several Buildings in certain Streets or Places in *Manchester* aforesaid called *Camp Street* and *Alport Town*; be it enacted, That it shall not be lawful for the said Company, in making the said Canal and Tunnel, to pass under any Part of the said Churchyard, as the same is now inclosed, nor to make the said Tunnel of greater Width than Twenty-four Feet inclusive of the Lands or Grounds taken and used for the Side Walls thereof, in order, as far as practicable, to avoid passing under any of the Houses or other Buildings in the said last-mentioned Streets or Places, without the Consent in Writing of the Owners and Occupiers of the said Houses and other Buildings first had and obtained.

Bodies Politic, &c. empowered to sell and convey Lands for the Purposes of this Act.

XXXI. And be it further enacted, That after any Lands shall be set out and ascertained for making the said Canal or Navigation, and the Tunnel, Reservoir, Feeder, Locks, Docks, Basins, Wharfs, and other Works and Conveniences hereby authorized to be made, or any of them, or any Part thereof, it shall be lawful for all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable and other Purposes, Committees, Executors, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of the Person or Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest therein, and for every other Person or Persons whomsoever who is

or

or are or shall be seised, possessed of, or interested in any Lands which shall be so set out and ascertained for the Purposes aforesaid, or who is, are, or shall be seised, possessed of, or interested in any Chief or other Rents arising or hereafter to be made issuing out of any such Lands, 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 made at the Expence of the said Company of Proprietors, and shall be made according to the following Form, with such Alterations or Additions by way of Recitals or Covenants as may be deemed advisable, or as near thereto as the Circumstances of the Case will admit; namely,

Form of Conveyance to the Company.

'I of , in consideration of
'the Sum of to me paid by the *Manchester* and *Salford* Junction Canal Company, do hereby, in pursuance and by virtue of the Power in that Behalf contained in the
'Act passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*here insert the Title of this Act*], grant, release, assign, and confirm unto the said Company of Proprietors all [*here insert the proper Description of the Lands, Tenements, or Hereditaments intended to be conveyed*], and all my Estate and Interest therein, to hold unto and to the Use of the said Company of Proprietors and their Successors for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal the
'Day of in the Year of our Lord
'.'

And all such Conveyances and Assurances aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and shall be a complete Bar of all Dower and Estates Tail, and other Estates, Rights, Titles, Trusts, and Interests whatsoever.

Company to purchase Houses, &c. that may be undermined if required.

XXXII. And be it further enacted, That before the said Company, or any Person employed by them or acting under their Authority, shall bore or dig under any Lands, Houses, or Buildings (other than and except such Lands as may have been used or laid out as a public Street or Road) under which the Tunnel hereby authorized to be made is intended to pass, for the Purpose of forming or excavating the said Tunnel, they shall, if required by the Owners thereof respectively, purchase by Agreement, or by the Assessment of a Jury as herein-after mentioned, the Lands, Houses, and Buildings so bored or dug under (other than and except as aforesaid), or, if required by the Owners thereof respectively, make Compensation for the Damage done to all the Lands, Houses, and Buildings so bored or dug under, and any Interest therein respectively, and shall pay or tender the Purchase or Compensation Money for the same respectively, or for such Interest therein respectively, in manner herein-after mentioned.

The Whole Property

XXXIII. Provided always, and be it further enacted, That if any Person or Corporation shall be applied to by or on behalf of the said Company

Company to treat for, sell, dispose of, or convey, for any of the Purposes of this Act, any Part of any House or Building or of any vacant Plot or Parcel of Land (other than and except any Land which may have been used or laid out as a public Street or Road), and shall, by Notice in Writing to the said Company within Ten Days next after such Application, signify his Inclination or Desire to treat for, sell, dispose of, and convey the Whole of such House, Building, or Land, and if it shall happen that the said Company shall not think proper to purchase the Whole of such House, Building, or Land, then and in every such Case nothing in this Act contained shall extend or be construed to extend to compel the Body or Person interested therein to treat for, sell, dispose of, or convey Part only or less than the Whole of such vacant Plot or Parcel of Land, provided such vacant Plot or Parcel of Land shall not exceed Ten Yards on each Side of the said Canal, any thing herein contained to the contrary in anywise notwithstanding.

in certain Cases to be purchased.

XXXIV. Provided always, and be it further enacted, That, any thing herein-before contained to the contrary notwithstanding, all and every Corporations, Trustees, or other Persons herein-before capacitated or authorized to sell and convey Lands, or any other Owner, and the Lessee or Occupier of any Lands through, in, or under which the said Canal or other Works hereby authorized are intended to be made, or which may be damaged or injured by the making and completing of the Works hereby authorized, or any of them, shall receive Satisfaction for the Value of such Lands, or for the Damages to be sustained in making and completing the said Works herein-before directed, in gross Sums, as shall be agreed upon by and between the said Owners, Lessees, 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, Tenements, and Hereditaments, for the Use and Maintenance of the said Canal and Navigation, and for supplying the same with Water; and in case the said Company of Proprietors and the said Parties interested in such Lands cannot or do not agree as to the Amount or Value of such Satisfaction, the same shall be ascertained and settled by the Verdict of a Jury as is herein-after directed.

Compensation to be made.

XXXV. And for settling all Differences which may arise between the said Company of Proprietors and the several Owners of or Persons interested in the Lands, Buildings, or other Hereditaments which shall or may be taken, used, affected, damaged, or prejudiced in the Execution of the Powers hereby granted, touching the Purchase Money or Recompence to be paid or made for the same, be it further enacted, That if any Corporation, Trustee, or other Person so interested, entitled, or empowered to sell as aforesaid, for and on behalf of himself, herself, or themselves, or for and on behalf of their respective Cestuique Trust or of the Person entitled in Remainder after them as aforesaid, shall refuse to accept such Purchase Money or Recompence as shall be offered in Writing by the said Company or their

In case the Parties refuse or are incapable to treat, the Value to be settled by a Jury;

their Agent, shall give Notice thereof in Writing to the said Company within Fourteen Days next after such Offer shall have been made, and the Party giving such Notice as aforesaid shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any such Corporation, Trustee, or other Person entitled, interested, or empowered to sell as aforesaid shall neglect or refuse to treat or shall not agree with the said Company of Proprietors concerning the same, or shall by reason of Absence be prevented from treating, or shall by reason of Nonage or other Impediment not provided for by this Act be incapable of treating or making such Agreements as shall be expedient for enabling the said Company to proceed in the making and carrying on of the said Canal and other the Works aforesaid, or shall not produce and disclose the State of the Title to the Premises which such Corporation, Trustee, or Person shall be in possession of, and to the Interest which they shall claim therein, then and in any or either of the said Cases the said Company or their Committee of Management 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 said County Palatine of *Lancaster*, or in case such Sheriff or his Under Sheriff shall happen to be one of the said Company of Proprietors, or enjoy any Office of Trust or Profit under them, or shall be otherwise interested in the Matter in question, then to any One of the Coroners of the same County not interested as aforesaid, or if all the Coroners shall be so interested, then to the last Person then in being who filled the Office of Sheriff of the same County, and who shall not be interested as aforesaid, commanding such Sheriff or Coroner or other Person to impannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly authorized, empowered, and required to impannel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for the Trial of Issues joined in His Majesty's Courts of Record at *Westminster*, to come and appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff or Coroner, or some Person to be by him appointed, in such and the same Manner as Juries for the Trial of Issues joined in His Majesty's Court 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 Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or that can speedily be 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 shall and may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon and call before him every Person who shall be thought necessary to be examined as a Witness touching the Matters in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place

to be summoned by the Sheriff or Coroner, or Person who shall have last filled the Office of Sheriff, and be disinterested.

In default of Attendance of Jurymen, Standers-by may be returned.

Witnesses may be summoned.

Jurors may view the

Place or Matter in controversy; and such Jury upon their Oaths shall inquire of, assess, and ascertain the Sum of Money to be paid for the Purchase of such Lands, Buildings, or Hereditaments as aforesaid, and also what other separate and distinct Sum of Money shall be paid by way of Recompence, either for the Damages which shall or may before that Time have been so sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damages which shall have been so occasioned as aforesaid, and the Cause or Occasion of which shall have been only in part obviated, repaired, or remedied by the said Company of Proprietors, and which can or will be no further obviated, repaired, or remedied by them; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money or Recompence as shall be assessed by such Jury; which said Verdict, and the Judgment to be thereupon pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes against all Corporations and all other Persons whomsoever: Provided always, that in every such Inquiry the Person claiming Compensation shall always be deemed the Plaintiff, and entitled to the same Rights and Privileges as Plaintiffs in Actions are entitled to; provided that not less than Ten Days Notice in Writing of the Time and Place of Meeting of the said Jury shall be given by the Clerk of the said Company to the Party with whom such Controversy shall arise, by leaving such Notice at the Dwelling House of such Person, or the Clerk or Agent of any such Corporation, or with some Tenant or Occupier of the Premises to be valued, or respecting which any such Question shall arise.

Place or Matter in question.

Verdict and Judgment thereon to be conclusive.

XXXVI. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit the Sum of Fifty Pounds; and if any Person so to be summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to give his Verdict, or in any other Manner wilfully neglect his Duty contrary to the true Intent of this Act, or if any Person so to be summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his, her, or their Costs and Expences, or appearing shall refuse to be sworn or (being of the Society of Persons called Quakers) to make his solemn Affirmation, or to be examined or give Evidence, then and in such Case every such Person so offending shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall be summoned, any Sum not exceeding Ten Pounds, to be levied by virtue of any Warrant under the Hand and Seal of any One of His Majesty's Justices of the Peace for the said County Palatine of *Lancaster*, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him the Overplus of the Money thereby produced, after such Penalty, and the Charges of such Distress and Sale, shall be deducted.

Penalty upon Sheriff, &c.

Jurors and Witnesses making default.

XXXVII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains,

Juries to be under the same Re-

gulations as those of the Courts at Westminster.

Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and that every Person who, in any Examination to be taken by virtue of this Act upon his Oath or (being of the Society of Persons called Quakers) upon his solemn Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, or before any such Sheriff, Under Sheriff, Coroner, or other Person acting in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to the same Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

Persons giving false Evidence subject to the Penalties of Perjury.

Expences of Juries.

XXXVIII. And be it further enacted, That in each and every Case where a Verdict shall be given for the same or more Money for Recompence or Satisfaction for the absolute Sale of any Lands, Buildings, or other Hereditaments of or belonging to any Corporation or to any Person unknown, or as Compensation for any Damages done or to be done to any Lands, Buildings, Hereditaments, or other Property, than had been previously offered by or on behalf of the said Company of Proprietors or their Committee of Management, or where any Verdict shall be found for any Damages where the Dispute is for Damages only, or where no Compensation, or a smaller Sum than shall be given by such Verdict, had been previously offered or tendered in respect thereof by or on behalf of the said Company of Proprietors or their Committee of Management, or where by reason of Absence in Foreign Countries, or other Impediment or Disability as aforesaid, there shall not be found any Person at hand who may be legally capacitated to enter into a Contract with, and make Conveyances to, and receive Compensation from the said Company of Proprietors or their Committee of Management, as herein-before mentioned, then and in such Cases all the Costs, Charges, and Expences of impannelling, summoning, and returning such Jury and taking such Verdict, and of the Bond to be given by the Party requiring the Jury, and all other Costs, Charges, and Expences attending on or incidental to or necessarily or reasonably occasioned by such Inquiry, and the Verdict and Judgment thereupon, and the Conduct of such Inquiry by the Person or Persons claiming Compensation as aforesaid, shall be settled by the said Sheriff, Under Sheriff, Coroner, or other Person so impannelling, summoning, and returning such Jury, and be defrayed by the said Company of Proprietors; and in case such Costs, Charges, and Expences shall not be paid by the said Company of Proprietors or their Committee of Management within Five Days after the same shall be demanded, the same shall and may be levied by virtue of any Warrant under the Hand and Seal of any Justice of the Peace acting in and for the said County Palatine of *Lancaster*, by Distress and Sale of the Goods and Chattels of the same Company; but if any Verdict shall be given for a less Sum than had been so previously offered, or in case of such Refusal or Neglect to enter into Treaty with, or make Conveyances to, or receive Compensation from the said Company of Proprietors or their Committee of Management, by any Corporation or by any Person or Persons whomsoever who is or are by the Provisions of this Act or otherwise legally capacitated to treat and convey or receive such Compensation as aforesaid, then and in all such Cases (except where

where by reason of Absence or otherwise any Person shall have been prevented from treating and agreeing as aforesaid, when such Costs, Charges, and Expences shall be paid by the said Company of Proprietors,) the Costs, Charges, and Expences of impannelling, summoning, and returning such Jury and taking such Verdict shall be settled in like Manner by the said Sheriff, Under Sheriff, Coroner, or other Person so impannelling, summoning, and returning such Jury, and be borne and paid in the Manner following, (that is to say,) one Moiety or Half Part of such Costs, Charges, and Expences shall be borne and paid by the said Company of Proprietors, and the other Moiety or Half Part thereof by the Corporation or other Person with whom the said Company of Proprietors shall have such Disputes or Controversies; which said Costs, Charges, and Expences, having been so settled, shall and may be deducted out of the Money so assessed and adjudged as so much Money advanced to and for the Use of such Corporation or other Person as aforesaid; and the Payment or Tender of the Remainder of such Sum of Money shall be deemed and taken to all Intents and Purposes to be a Payment or Tender of the whole Sum of Money so assessed and adjudged; and in case no Compensation shall be given by such Verdict, where the Dispute is for Compensation only, such Costs, Charges, and Expences, after having been so ascertained and settled as aforesaid, shall and may be recovered by the said Company by such Ways and Means as are herein provided for the Recovery of any Penalty or Forfeiture incurred by this Act.

Persons requesting Juries to enter into a Bond to prosecute the Complaint, and pay Expences.

XXXIX. And be it further enacted, That every Person with whom the said Company of Proprietors may have any such Controversy or Dispute as aforesaid shall, before the said Company shall be obliged to issue out their Warrant for the summoning of such Jury, first enter into a Bond to the Treasurer of the said Company for the Time being, in a Penalty of One hundred Pounds, to prosecute his, her, or their Complaint, and to bear and pay such Portion of the Costs, Charges, and Expences of summoning such Jury and taking such Inquest, and of summoning and the Attendance of Witnesses, as shall fall upon him, her, or them to be paid, according to the true Intent and Meaning of this Act.

No Complaint to be taken Notice of unless Notice given to the Company within Six Months.

XL. And be it further enacted, That the said Company shall not be obliged by virtue of this Act to receive or take notice of any Complaint to be made by any Person whomsoever for any Injury or Damage by him, her, or them sustained or supposed to be sustained by virtue or in consequence of this Act, unless Notice in Writing shall have been given in relation thereto, by or on behalf of such Person, to the said Company of Proprietors, within the Space of Six Calendar Months next after the Time that such supposed Injury or Damage shall have been sustained, or such supposed Injury or Damage shall have ceased.

Value of Lands and Damage to be ascertained separately.

XLI. And be it further enacted, That the said Juries shall award all Determinations, Judgments, and Verdicts which they shall respectively make and give concerning the Value of Lands separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Lands, and the Money assessed

assessed or adjudged for such Damage as aforesaid, separately and apart from each other.

Compensation Money to be apportioned.

XLII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be agreed for, determined, and adjusted or assessed in manner aforesaid shall be allowed to any Tenant or other Person having a particular Estate or Interest in or arising out of the Premises, for such his, her, or their Interest or respective Interests therein or arising thereout.

Remedies for Persons in case of Default in paying Damages.

XLIII. And be it further enacted, That in case Default shall be made by the said Company of Proprietors in making Payment of the Sum of Money agreed upon, awarded, or assessed as and for Compensation or Satisfaction for any Damage, as herein-before provided, to the Corporation or Person to whom and in whose Favour the same shall have been so agreed upon, awarded, or assessed, by the Space of Twenty-one Days after Demand in Writing made thereof to the Clerk or Treasurer of the said Company, it shall and may be lawful to and for Two or more Justices of the Peace acting in and for the said County Palatine of *Lancaster*, and they are hereby required, upon due Proof of the Default to be made before them upon Oath, by an Order under their Hands to appoint a Person to receive the Tolls or Rates hereby granted and made payable, or any of them, and thereout, in the first place, to pay such Sum of Money so agreed upon, awarded, or assessed as aforesaid, and the Costs of and occasioned by such Default of Payment thereof, together with legal Interest for the same, to the Person entitled to receive Payment thereof, and also the Costs and Expences of collecting and receiving the said Tolls or Rates, every such Person so to be appointed giving Security to the said Company for the due and faithful Execution of his Office as they the said Justices shall deem proper and sufficient; and the Person so appointed shall be deemed a Collector of the said Tolls or Rates, and shall have such and the same Powers for collecting the same as if he had been appointed for that Purpose by the said Company of Proprietors, until such Sums, together with the Interest thereon, and the Costs and Charges of recovering and receiving the same, shall be fully paid and satisfied; or otherwise the Party so aggrieved by such Default of Payment shall and may recover such Sum so agreed upon, awarded, or assessed, and not paid as aforesaid, together with Interest and Costs for the same, by Action at Law in any of His Majesty's Courts of Record at *Westminster*, against the said Company of Proprietors, with full Costs of Suit; or otherwise, in case such Sums so agreed upon, awarded, or assessed as aforesaid, together with Interest and Costs as aforesaid, shall not be satisfied and paid within the Space of Four Calendar Months, it shall be lawful for the Party so aggrieved and interested as aforesaid to seize and distrain any Boats, Barges, Vessels, or other Goods or Effects of the said Company which shall be found in the said Canal or Navigation or any Part thereof, or any of the Works thereof or thereunto belonging, (Information of such Distress being immediately given to the said Company,) and to detain the same until Payment of such Sums, with Interest

Interest and Costs, together with the reasonable Charges attending such Distress; and if the Goods or Effects so belonging to the said Company shall not be redeemed within Ten Days next after the making such Distress, and Notice thereof given in Writing as aforesaid, the same may and shall be sold and disposed of in such Manner as the Law directs in case of Distress for Rent.

Power to enter Lands upon Payment or Tender of Purchase Money.

XLIV. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any such Lands or 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 of such Lands and Premises, or such other Person as shall be interested therein or entitled to receive such Compensation, within Twenty-one Days after the same shall have been so agreed for, determined, or awarded, or if the Persons so entitled or interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum of Money into the Bank of *England*, as herein-after directed and required, for the Use of such Person so interested or entitled as aforesaid, it shall be lawful for the said Company of Proprietors, and their Agents, Servants, or Workmen, thereupon, and not before, to enter upon such Lands, Grounds, or other Hereditaments respectively, and then and thereupon the Lands, Waters, 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 therein, shall from henceforth become 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 Investment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and 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, and their Issue, and of every other Person whomsoever therein.

Verdicts of Juries to be recorded.

XLV. And be it further enacted, That all the said Verdicts and Judgments (being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person present at the taking of such Verdicts and pronouncing of such Judgments respectively) shall be kept by the Clerk of the Peace of the said County Palatine of *Lancaster* amongst the Records of the Quarter Sessions of the said County, and shall be deemed Records 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 free Liberty to inspect the same, paying for such Inspection the Sum of One Shilling and no more, and also to make Copies thereof, paying for each Copy after the Rate of Sixpence for every One hundred Words.

Mortgagees to convey.

XLVI. And be it further enacted, That all Corporations and Persons who shall have any Mortgage on any Lands to be taken or used for the

the Purposes of this Act shall, on Payment or Tender of the Principal Money and Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company of Proprietors, or their Clerk or Agent, immediately convey, assign, and transfer such Mortgage to the said Company, or to such Person as they shall appoint; or in case such Mortgagee shall have Notice in Writing from the said Company of Proprietors, or their Clerk or Agent, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage at the End or Expiration of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, upon Payment of the Principal and Interest so due, such Mortgagee shall convey, assign, or transfer his Interest in the Premises to the said Company of Proprietors, or to such Person as they shall appoint; and in case such Mortgagee shall refuse to convey or assign as aforesaid on such Tender of Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage shall amount to more than the 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 more than the real Value of the Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed: Provided also, that in case any such Mortgagee shall neglect or refuse to convey and assign as aforesaid, then upon Payment of the Principal and Interest due on any such Mortgage into the Bank of *England* at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee, the Cashier or Cashiers of the Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of every such Mortgagee, and also of every Mortgagor or Owner of the same Premises, and of every Person in Trust for him, shall vest in the said Company of Proprietors to all Intents and Purposes whatsoever; and in case any Mortgage shall comprise any other Lands than those which shall be so purchased or taken by the said Company of Proprietors, such Mortgagee shall, upon Payment or Tender of the Sum so ascertained as the Value of the said Lands aforesaid, forthwith convey, assign, and transfer his Interest in such Lands to the said Company of Proprietors, or to such Person or Persons as shall be appointed in Trust for them; and in default of their so doing, and on Payment of such Money into the Bank of *England*, for the Use of the Mortgagee, the Cashier of the Bank shall give such Receipt as aforesaid, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee, and also of every Mortgagor or Owner of the same Premises, and of all and every Person in Trust for them or any of them, in the Lands the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company of Proprietors, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever; and such Sums of Money shall be deducted from the Amount of the Principal

Principal and Interest due to such Mortgagee by virtue of such Mortgage.

Application of Compensation when amounting to or exceeding 200*l.*

XLVII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, 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 under any Disability or Incapacity as herein-before mentioned, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account "*ex parte* the *Manchester* and *Salford* Junction Canal Company," pursuant to the Method prescribed by an Act made in the First Year of the Reign of King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; 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 who would have been entitled to the Rents and Profits of the said Lands, in the Purchase of the Land Tax, or towards the Discharge of any Debt, or such other Incumbrance, or Part thereof, as the said Court shall authorize to be paid, affecting the said Lands, or affecting other Lands 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, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said Court of Exchequer upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and Annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person who would for the Time being have been entitled to the Rents and Profits of the said Lands so hereby directed to be purchased, in case such Purchase or Settlement were made.

1 G. 4. c. 35.

When Compensation is less than

XLVIII. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid for any Lands purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation,

200*l.* and exceeds 20*l.*

ration, or to any Person under any 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 for the Time being entitled to the Rents and Profits of the Lands so purchased, taken, or used, or of his, her, or their Guardian or Committee in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and 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 Three Trustees, to be nominated by the Person making such Option, and approved of by Three or more of the Committee of Management of the said Company, 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 may be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Exchequer.

When less than 20*l.*

XLIX. Provided always, and be it further enacted, That where such Money so agreed or awarded to be paid as last 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 who for the Time being would have been entitled to the Rents and Profits of the Lands so purchased, taken, or used for the Purposes of this Act, in such Manner as the said 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 Committee, to and for the Use and Benefit of such Person or Persons so entitled respectively.

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

L. And be it further enacted, That in case the Person to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid shall not be able to make a good Title to the Premises to the Satisfaction of the said Committee of Management, or shall refuse to execute such Conveyance, or in case such Person to whom such Sum of Money shall be so ordered to be paid as aforesaid cannot be found, or if the Person entitled to such Lands be not known or discovered, then and in every such Case it shall be lawful for the said Committee to order the said Sum awarded to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, (describing them,) subject to the Order, Control, and Disposition of the said Court; which said Court, upon the Application of any Person making claim to such Sum 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 Estate, Title, or Interest of the Person making claim thereunto, and to make such other

Order

Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Sum of Money is and are hereby required to give a Receipt for the same, mentioning and specifying for what and for whose Use the same is received, to such Person as shall pay any such Sum of Money into the Bank as aforesaid.

In case of disputed Title, the Person in Possession to be deemed lawfully entitled until otherwise shown.

LI. 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 Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person who shall have been in Possession of such Lands at the Time of such Purchase by the said Company, and all Persons claiming under such Person, or under the Possession of such Person, shall be deemed and taken to have been lawfully entitled to such Lands according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court of Exchequer; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to such Lands, or to some Estate or Interest therein.

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

LII. And be it further enacted, That where, by reason of the Disability or Incapacity of any Person or Corporation entitled to any Lands, Tenements, or Hereditaments to be taken under or by virtue of this Act, or from any other Cause whatsoever, the Purchase Money for such Lands, Tenements, or Hereditaments, or any Money to be paid for or by way of Compensation or Satisfaction for any Injury or Damage done to the same, shall be required to be paid into the Bank of *England*, and be subject to the Orders and Directions of the Court of Exchequer, under the Provisions herein contained, it shall be lawful for the said Court to order all the reasonable Costs, Charges, and Expences attending such Purchase, taking, or using of any Lands, Tenements, and Hereditaments, or which may be incurred in consequence thereof, and also of the Investment of the Purchase or Compensation Money paid in respect of such Lands, Tenements, and Hereditaments in Real or Government Securities, and likewise the Reinvestment of such Purchase or Compensation Money, or the Government and Real Securities purchased therewith, in the Purchase of Lands, Tenements, and Hereditaments, as hereinbefore mentioned, together with the Costs, Charges, and Expences of obtaining the proper Orders and of the other Proceedings for such Purposes, and of the Payment of the Dividends and Interest of the said Government or Real Securities, and of the Payment of the Principal of the said Purchase or Compensation Money, and of the Government and Real Securities purchased therewith, out of Court, to be paid by the said Company, and the said Company shall from

from Time to Time pay such Sums of Money for the said Costs, Charges, and Expences as the said Court shall direct.

For paying the Expences of Conveyances to the Company.

LIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any Lands and Hereditaments which shall be purchased or taken by the said Company for the Purposes of this Act, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands and Hereditaments, and of all attested Copies which the said Company may require of any Deeds, Evidences, or Writings relating thereto, and all Expences whatsoever incident to the Investigation, Deduction, or Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands and Hereditaments so purchased, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands and Hereditaments shall be purchased: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands and Hereditaments so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands and Hereditaments shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company, with the Name of a Solicitor as their Referee, for the Purposes herein-after mentioned; and if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the said Company shall name a Solicitor as a Referee on their Part, and deposit the Amount of the Costs, Charges, and Expences claimed by such Party or Parties as aforesaid in the Hands of the said Two Referees to answer the same; and such Costs, Charges, and Expences shall be settled and determined by the said Two Referees, or in case they shall differ about the same, then by a Third Solicitor as Umpire, to be named and appointed by such Two first Referees before they proceed on the Matter referred to them; and the Award and Determination of the said Two Referees, or of the said Umpire, as the Case may be, shall be binding and conclusive, and shall be made within One Calendar Month from the Time of making such Deposit as is herein-before mentioned; and upon such Award and Determination being made, the said Two Referees shall, by and out of the Money so deposited with them, pay to the Party or Parties from whom the said Lands and Hereditaments shall be so purchased as aforesaid the Amount of the Costs, Charges, and Expences which shall be so awarded and determined; and the Remainder of the said Money so deposited shall be returned to the said Company: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which

which Case the Expence of determining the same shall be paid and borne by the said Sellers, and the Amount thereof may then be deducted by the said Company from the Sum payable by them under the Award and Determination of the said Two Referees or of the said Umpire.

Power for the Company to purchase Lands on a Rent-charge.

LIV. And be it further enacted, That it shall be lawful for every Person seised in Fee Simple of, or absolutely entitled to for his own Benefit, or absolutely possessed for his own Benefit, of any Leasehold Interest, not less originally than Ninety-nine Years, in any Lands authorized to be purchased, taken, or used for the Purposes of this Act, who shall be exempt from legal Disability, and be willing to sell the same Lands or his Interest therein for a perpetual or other annual Rent-charge, in lieu of a Sum of Money in gross, to bargain, sell, and convey or assign the same Lands, and every or any Part thereof, or his Leasehold Estate and Interest, unto the said Company, for and in consideration of an annual Rent-charge payable by the said Company of Proprietors, their Successors and Assigns, to the Persons so selling or conveying or assigning, his Heirs and Assigns, or to his Executors, Administrators, and Assigns, as the Case may be; and all such Sales and Conveyances or Assignments shall be made at the Expence of the said Company, and may be made according to the following Form, with such Alterations or Additions by way of Recitals and Covenants as may be deemed advisable, or as near thereto as the Circumstances of the Case will admit; (that is to say,)

Form of Conveyance of Rent-charge.

'I of , in consideration of the Sum of to me paid by the *Manchester* and *Salford* Junction Canal Company, do hereby, in pursuance and by virtue of the Power in that Behalf contained in an Act passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*here insert the Title of this Act*], grant, release, *or* assign, and confirm unto the said Company all [*here insert the proper Description of the Lands or Hereditaments intended to be conveyed*], and all my Estate and Interest therein, to hold unto and to the Use of the said Company of Proprietors and their Successors for ever, [*or* for and during all the Residue and Remainder of a certain Term, *&c. here describe the Leasehold Interest*], according to the true Intent and Meaning of the said Act, yielding and paying unto me, my Heirs and Assigns, for ever, [*or* to me, my Executors, Administrators, and Assigns, for and during the Remainder of the Term hereby assigned,] one clear yearly Rent of by equal Portions on every Day of Day of Day of and Day of Day of in each Year, clear of all Deductions. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

And all such Conveyances, Assignments, and Assurances as aforesaid shall be good, valid, and effectual in the Law to all Intents and Purposes, and such Conveyances shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed; and all such yearly Rents to be

reserved as herein-before contained in and by any such Conveyances or Assignments shall be recoverable by Action of Debt against the said Company, their Successors or Assigns, and also by and with the like Means and Manner as Rents reserved by Indentures of Lease for Years of Lands.

Company may purchase the Release of Lands wanted from the Rents charged thereon;

LV. Provided always, and be it further enacted, That where any Lands to be purchased or taken by the said Company by virtue of or for the Purposes of this Act, in manner herein-before mentioned, shall be at the Time of such Purchase subject or charged, or by the Terms of such Purchase be made subject or charged, solely, or jointly with other Lands not required for the Purposes of this Act, to or with any original or prior Rent-charge, Chief Rent, or other Rent, Payment, or Incumbrance, then and in every such Case the said Company of Proprietors shall have Power to contract and agree for the Release, Exoneration, and Discharge of such Lands to be purchased as aforesaid of or from such original or prior or other Rent or Incumbrance affecting the same as aforesaid, and for an Apportionment of such Rent or Incumbrance as may also affect other Lands than those purchased by the said Company, for such Consideration in a Sum of Money in gross as shall be agreed upon between the said Company and the Corporations or Persons who under the Provisions of this Act would, in case the same Rent were Land purchasable of Right for the Purposes of the Canal and Navigation hereby authorized to be made, have Power by means of Ownership, or be capacitated, to sell the same Rent or Incumbrance, or else as shall be assessed by a Jury in manner herein-before mentioned, as the Case may be; and in case any Difference shall arise respecting the Apportionment of such Rent or Incumbrance, or the Money or Equivalent offered for the same by the said Company, then such Apportionment and Value, or such Apportionment or Value, as the Case may be, shall be determined and decided by a Jury in manner aforesaid; and as well the said Company as such Jury shall, in apportioning such Rent or Incumbrance, apportion the same according to the respective Values of the Lands so to be purchased by the said Company as aforesaid, and of the Lands not so purchased, out of or upon which respectively such Rent or Incumbrance shall be issuing or charged; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Corporation or Persons interested or capacitated as aforesaid, for effecting every such Release, Exoneration, and Apportionment respectively, shall be valid and effectual in the Law, and shall be within and shall have the full Benefit of the Powers, Provisions, and Regulations of this Act, as fully in all respects as if such Rent or Incumbrance were Land purchasable of Right to the Purposes of the said Canal and Navigation.

and then the remaining Lands to be charged only with a proportionate Part of the original Rent.

LVI. Provided always, and be it further enacted, That when the said Lands to be purchased or taken by the said Company shall be so released, exonerated, and discharged as aforesaid of and from such Rent and Incumbrance aforesaid affecting the same with other Lands, then and in such Case such last-mentioned Lands shall be subject to and charged with only a proportionate Part of such Rent or Incumbrance, and not with the Whole thereof;

thereof; and such Appointment shall not in any Manner invalidate, prejudice, or destroy the Remedies for such last-mentioned proportionate Part of such Rent or Incumbrance, but the same proportionate Part of the Powers and Remedies for the Recovery of the original Rent, and all Covenants, Conditions, and Provisions for the Security of the same proportionate Part, shall at all Times thereafter remain, continue, and be good, valid, and effectual in the Law to all Intents and Purposes, as if the same Lands not so purchased as aforesaid had been originally alone subject to and charged with the same proportionate Part only, and not with any greater Rent or Payment: Provided also, that when a Part only of any Rent, Payment, or Incumbrance shall be released and extinguished under the Provision last herein-before contained, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, or conveying all or any of the Lands remaining charged, to affix their Common Seal to a Memorandum to be indorsed on such Deed or Instrument declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased and taken by virtue of this Act, and also what Proportion of the said Rent, Payment, or Incumbrance shall have been released and extinguished in pursuance and by virtue of this Act, and declaring the Amount of the Rent or Incumbrance to subsist and continue payable after such Purchase, Exoneration, Release, and Extinguishment, which Memorandum shall be sufficient Evidence in any Court of Law or elsewhere of the Facts thereby stated, but nevertheless so as not to exclude any other Evidence of the same Facts.

Company empowered to resell Lands not wanted.

LVII. And be it further enacted, That it shall be lawful for the said Company of Proprietors and they are hereby required, within Ten Years from the passing of this Act, to sell and dispose of, and by Indenture under their Common Seal to grant and convey unto any Person whomsoever, in consideration of a Sum of Money in gross, or in consideration of a perpetual or other annual Rent-charge, to be made payable in such Manner as the said Company shall think fit, and to be issuing out of the Lands to be sold, all such of the Lands to be purchased by and conveyed to the said Company of Proprietors as shall not be wanted for the said Canal and Works, and that to every Rent-charge to be granted or reserved pursuant to this Act unto the said Company or unto any Person shall be incident the usual Power of Entry into and upon and Perception of the Rents and Profits out of the Hereditaments out of which the same is to be issuing, and the same shall be recoverable by all other Means in which Rents-charge are recoverable, and also by Action of Debt in His Majesty's Court of Common Pleas at *Lancaster* or in any other of His Majesty's Courts of Record, against the Person for the Time being seised or possessed of the Hereditaments whereout or wherefor such respective Rent-charge reserved by virtue hereof shall be expressed to be reserved; and all such Grants, Conveyances, Demises, or other Assurances 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

by any such Sale of such Lands as aforesaid, or any Parts or Parcels thereof, it shall and may be lawful for the Treasurer of the said Company for the Time being to sign and give a Receipt for the Money for which the same shall be sold, which Receipt shall be a sufficient Discharge to the Purchaser for the Money for which such Premises shall be so sold as aforesaid, or for so much thereof as in such Receipt shall be acknowledged or expressed to be received; and such Person shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof.

First Offer of Purchase to be made to Owners of adjoining Lands.

LVIII. Provided always, and be it further enacted, That the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting, in respect of the Lands included in such Offer of Sale, shall cease; and a Declaration made in the Manner and Form prescribed in and by an Act passed in the last Session of Parliament for the more effectual Abolition of Oaths, and to substitute Declarations in lieu thereof, before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County, City, or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*.

The Words "grant,

LIX. And be it further enacted, That in all Grants and Conveyances to be made by the said Company of Proprietors under or by virtue

virtue and in pursuance of the several Powers and Authorities to them hereby given, the Words "grant, bargain, and sell" shall amount to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee or other Purchaser, his, her, or their Heirs, Executors, Administrators, and Assigns, from the said Company of Proprietors, for themselves and their Successors, that they the said Company of Proprietors, notwithstanding any Act done by them, were at the Time of the Execution of such Grant or other Conveyance respectively seised of the Hereditaments and Premises thereby granted, bargained, and sold, of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, for quiet Enjoyment thereof against the said Company of Proprietors, their Successors and Assigns, and all claiming under them, and for further Assurance of such Lands, Hereditaments, and Premises thereby bargained and sold, to be made by the said Company of Proprietors, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Grants or Conveyances, or any of them; and that such Grantees or other Purchasers, and his, her, and their several Heirs, Executors, Administrators, and Assigns respectively, shall or may, in any Action or Actions to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Grants or Conveyances respectively.

"bargain, and sell" to operate as Covenants for the Title.

LX. And be it further enacted, That all and every the Sums and Sum of Money which shall be had, received, and taken by the said Company of Proprietors as the Consideration for any such Sale as aforesaid, and the Rents reserved or made payable upon any such Grant, Demise, or Conveyance, and the Rents, Issues, and Profits of the said Premises until Sale, shall be applied by the said Company of Proprietors for the same or for the like Purposes as the Money hereby authorized to be raised is to be applied.

Application of Rents and Purchase Money.

LXI. And whereas the probable Expences of making the said Canal and other Works hereby authorized to be made will, according to an Estimate made thereof, amount to the Sum of Fifty thousand Pounds or thereabouts, and the Sum of Forty thousand two hundred Pounds, being more than Four Fifth Parts of such Expence, has already been subscribed for defraying such Expences by several Persons or Corporations, under a Contract binding them, their Successors, Heirs, Executors, and Administrators, for the Payment of the several Sums of Money so subscribed by them respectively; be it therefore enacted, That the whole of the said Sum of Fifty thousand Pounds shall be subscribed in like Manner before any of the Powers given by this Act shall be put in force.

The whole of the probable Expence to be subscribed before this Act is put in force.

LXII. And be it further enacted, That it shall and may 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, such Sum of Money as they shall think necessary for the making, carrying on, and completing the said Canal and other Works and Conveniences hereby authorized to be made, not exceeding in the whole the said Sum of Fifty thousand Pounds (except as herein-after

Company empowered to raise 50,000*l.* among themselves;

Application thereof.

after is mentioned), and the same shall be divided into such Number of Parts or Shares as herein-after directed; and the Money so to be raised as aforesaid, or a sufficient Part thereof, shall be laid out and applied, in the first place, in Payment, Satisfaction, and Discharge of the Costs, Charges, and Expences attending the obtaining and passing of this Act, and the making of the Surveys, Plans, and Estimates, and the doing and providing of all the Matters and Things preparatory and previous thereto; and all the Residue of such Money, or so much thereof as shall be necessary, shall be applied and disposed of for or towards the making, carrying on, completing, and maintaining of the said Canal and other Works respectively, and for other the Purposes of this Act.

The Money raised to be divided into Shares, which shall be numbered in progression.

LXIII. And be it further enacted, That the said Sum of Fifty thousand Pounds shall be divided into equal Shares of One hundred Pounds each, and no Person or Corporation shall take or subscribe for less than One Share in the said Undertaking, and such Shares shall be numbered in regular numerical Progression, and every Share shall for ever afterwards be distinguished by the Number to be appointed for the same; and the said Shares shall be and they are hereby vested in the several Persons and Corporations subscribing for and undertaking to raise and contribute the same, and their respective Executors, Administrators, Successors, and Assigns, to and for their own respective Use and Benefit, according and proportionably to the Number of Shares which they shall respectively subscribe for and undertake to raise and contribute; and all Persons and Corporations, and their respective Executors, Administrators, Successors, and Assigns, who shall subscribe for any Shares in the said Undertaking, and pay such Sum of Money as shall be demanded on account thereof, not exceeding in the whole their proportionable Part of the said Sum of Fifty thousand Pounds, towards the carrying on and completing the said Canal and other Works hereby authorized to be made, shall be entitled to and receive, after the said Navigation shall be completed, a due and just Proportion, according to their respective Number of Shares, of the clear Profits and Advantages which shall or may arise or accrue by or from the Rates, Tolls, Duties, and other Monies to be raised, recovered, or received by virtue of this Act, according to the true Intent and Meaning thereof, and shall also from Time to Time bear and pay a like due and just Proportion of the Money wanted for carrying on the said Navigation and Undertaking in the Manner herein-after directed.

No Fractions of Shares.

LXIV. Provided always, and be it further enacted, That no Person or Corporation shall be a Proprietor of any Part or Fraction of a Share in the said Company, but any Share may be held by Two or more Persons as joint Proprietors thereof.

Shares to be Personal Estate.

LXV. And be it further enacted, That all and every the Shares and Proportions of all Corporations and Persons of and in the said Canal, or of and in the Joint Stock or Fund of the said Company, shall be deemed Personal Estate, and transmissible as such, and not of the Nature of Real Property.

LXVI. And

Power to the Company of Proprietors of the Mersey and Irwell Navigation to subscribe 10,000*l.*;

LXVI. And whereas the making and constructing of the said Canal and Navigation hereby authorized to be made will tend to increase the Traffic upon the Line of the said Company of Proprietors of the *Mersey* and *Irwell* Navigation, and be otherwise beneficial to the said Company, and they have accordingly agreed, at a General Meeting of such Company convened for that Purpose, to subscribe the Sum of Ten thousand Pounds towards the said Undertaking; be it therefore further enacted, That it shall be lawful for the said Company of Proprietors of the *Mersey* and *Irwell* Navigation to subscribe the said Sum of Ten thousand Pounds, and thereupon, or by Purchase from other Subscribers, to become possessed of and entitled to One hundred Shares in the said Undertaking; and the said Company of Proprietors of the said *Mersey* and *Irwell* Navigation shall and may have and be possessed of as many Shares in the said Canal and Navigation hereby authorized to be made, in proportion to their subscribed or other Capital therein, and be in all respects entitled to and possess all such and the same Privileges and Rights, as any other Proprietor or Proprietors of Shares or Person or Persons shall or may have therein in proportion to his or their subscribed Capital.

and to hold an equivalent Number of Shares.

Names of Proprietors and the Number of their Shares to be entered in a Book.

LXVII. And for the better securing to the several Subscribers towards the said Undertaking their respective Shares therein, be it further enacted, That the said Company of Proprietors or their Committee of Management shall, as soon as the same can or may be done, cause the Names and Additions of the several Persons, and the Names and Styles of the several Corporations, who shall be entitled to any Shares in the said Navigation and Undertaking, and the Number of Shares to which they shall be respectively entitled, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a Register Book to be kept by the Clerk of the said Company of Proprietors, and after such Entry to cause the Common Seal of the said Company to be affixed thereto, in which said Book shall from Time to Time be entered the Register of all Transfers of Shares; and new Books from Time to Time shall be sealed with the said Common Seal when considered necessary or expedient; and the said Clerk shall also cause as many Tickets or Instruments to be prepared as there shall be Shares in the said Navigation and Undertaking, bearing respectively the same Numbers as in the said Books, and the Common Seal of the said Company to be affixed to each of such Tickets or Instruments, and thereupon to cause to be delivered to every Subscriber towards the said Navigation and Undertaking, upon Demand, a Ticket or Tickets specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking; and the Clerk shall be paid out of the Funds of the said Company Two Shillings and Sixpence, and no more, for every such Ticket or Instrument; and every such Ticket or Instrument shall be admitted as Evidence in all Courts whatsoever of the Title of such Subscriber, his, her, or their Executors, Administrators, Successors, and Assigns, to the Share therein specified, but the Want of any such Ticket or Instrument shall not hinder or prevent the Owner of any Share from selling or disposing thereof, or from receiving annually either his, her, or their

Tickets for the Shares to be delivered to the Subscribers; which shall be Evidence of their Title.

Share

Share of the Profits of the said Navigation and Undertaking in respect thereof.

For raising Money by Mortgage.

LXVIII. And be it further enacted, That in case the said Company of Proprietors shall be desirous of raising by Mortgage upon the Credit of the said Undertaking a further Sum not exceeding the Sum of Seventeen thousand Pounds, and shall make an Order or enter into a Resolution to that Effect at any Special Meeting of the said Company to be called for that Purpose, then and in such Case it shall and may be lawful to and for the said Company of Proprietors, pursuant to such Order or Resolution, to borrow and take up at Interest such Sum of Seventeen thousand Pounds, or any Part or Parts thereof, upon the Credit of the said Undertaking, as to them shall seem meet and convenient; and the said Company of Proprietors are hereby fully authorized and empowered to grant, assign, and make over, by way of Mortgage, to any Person or Persons lending any such Money or by way of collateral Security, to any Person or Persons who shall borrow such Sum of Money or any Part or Parts of such Sum of Money, for the Use of the said Company, the several Tolls, Rates, and Duties granted to them by this Act, or any Part thereof, (the Costs and Charges of which Assignment shall be paid out of the said Tolls, Rates, and Duties,) as a Security for the Sum or Sums of Money so to be borrowed, together with Interest for the same, unto the Person or Persons who shall lend and advance any such Sum or Sums of Money for the Use of the said Company, or unto his, her, or their Trustee or Trustees; all which Assignments or Mortgages shall be made by Deed in Writing, under the Common Seal of the said Company, and may be in the Form or to the Effect following; (that is to say,)

Form of Mortgage.

'BY virtue of an Act passed in the Year of the Reign of 'His Majesty King *William* the Fourth, intituled [*insert the 'Title of this Act*], We, the *Manchester* and *Salford* Junction Canal 'Company, incorporated by virtue of the said Act, in consideration 'of the Sum of of lawful *English* Money 'to us paid by of 'do hereby bargain, sell, and assign unto the said 'his Executors, Administrators, and Assigns, the said Navigation 'and Undertaking, and all and singular the Tolls, Rates, and 'Duties granted or arising and payable to us by virtue of the said 'Act, and all the Estate, Right, Title, and Interest of us the said 'Company of, in, to, or out of the same respectively, 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 and satisfied to him or them. Given 'under our Common Seal this Day of .'

Or in any other Form or to any other Effect which may be better adapted to the Circumstances under which any such Sum of Money shall be borrowed or collateral Security given; and all Persons to whom such Assignments or Mortgages shall be made shall be equally entitled (one with the other) to the said Tolls, Rates, Duties, and Premises thereby assigned, according and in proportion to the Sums by them respectively lent and advanced on the Credit thereof as aforesaid,

aforesaid, without any Preference by reason of the Priority of Date of any such Assignment or Mortgage, or upon any other Account whatsoever; and the Money so to be borrowed as aforesaid shall be applied and disposed of for the carrying on, completing, and maintaining the said Navigation and other Works hereby authorized to be made, and for carrying the several Powers and Authorities hereby given into execution.

A Memorial of every Mortgage to be made by the Company's Clerk.

LXIX. And be it further enacted, That an Entry or Memorial of every such Assignment or Mortgage as aforesaid, containing the Date thereof, the Name and Additions of the Party to whom the same shall be made, and the Sum thereby secured, with the Rate of Interest to be paid for the same, shall be made and entered in a Book to be kept for that Purpose by the Clerk to the said Company of Proprietors for the Time being, and that such Book shall and may be perused *gratis*, at any seasonable Times, by any of the Proprietors or Mortgage Creditors of the Undertaking; and that every Person to whom such Assignment or Mortgage shall be made as aforesaid, or who shall be entitled to the Money thereby secured, shall and may from Time to Time assign, transfer, and set over his Right, Title, or Interest therein unto any Person whomsoever, either by Indorsement thereon or otherwise; which Transfer shall and may be made by a Deed in Writing, wherein the Consideration for such Transfer shall be truly expressed, and may be in the Form or to the Effect following; *viz.*

Mortgages may be transferred.

Form of Transfer of Mortgage.

'I , in consideration of the Sum of
' to me paid by
' of , do hereby transfer the within Mortgage [*or*
' a certain Mortgage made to me by the *Manchester* and *Salford*
' Junction Canal Company, bearing Date the
' Day of], and the Principal Sum of
' thereby secured, and the Interest now due and hereafter to grow
' due for the same, and all my Right and Property therein, unto the
' said , his Executors, Administrators, and
' Assigns. In witness whereof I have hereunto set my Hand and
' Seal this Day of .'

Memorials of Transfers to be made before the Assignees shall be entitled.

And every such Transfer shall, within Twenty-eight Days from the Date thereof, be produced to the Clerk to the said Company of Proprietors, who shall thereupon cause an Entry or Memorial thereof to the same Purport and Effect as herein-before directed with respect to the original Assignment or Mortgage to be made or entered in the Book to be kept for entering the Memorials of such original Assignments or Mortgages; and for such Entry or Memorial the said Clerk shall be paid the Sum of Two Shillings and Sixpence and no more; and after such Entry shall be made, but not before, such Transfer shall entitle the Assignee therein named, and his Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage.

Interest of Money borrowed to be first paid.

LXX. And be it further enacted and declared, That the Interest of such Money as shall be so borrowed by Mortgage as aforesaid shall be paid half-yearly to the several Persons entitled thereto, in preference

ference of any Interest or Dividend due and payable by virtue of this Act to the said Company of Proprietors or any of them, and shall from Time to Time be fully paid and discharged or provided for before the yearly or other Interest or Dividends due to the said Proprietors be paid, made, or divided.

Proprietors entitled to vote in respect of their Shares.

LXXI. And be it further enacted, That every Person and Corporation, and their respective Executors, Administrators, Successors, and Assigns, who shall by virtue of this Act have subscribed or undertaken for or become entitled to and be in the actual Possession of any Share for or towards raising the Sum of Fifty thousand Pounds, hereby authorized to be raised in the first instance, shall have a Vote at all Meetings of the said Company of Proprietors to be held in pursuance of this Act for or in respect of the Share for, to, or of which he shall have so subscribed, undertaken, or become entitled or possessed, in manner following; (that is to say,) for or in respect of each and every Share not exceeding Ten in Number, One Vote; and for or in respect of any Shares exceeding the said Number of Ten Shares an additional Vote for every Two Shares beyond the said Number of Ten Shares; and every Question, Matter, or Thing which shall be proposed, discussed, or considered at any Meeting of the said Company to be held in pursuance of this Act shall be determined by the Majority of Votes then present.

Proprietors may vote by Proxy.

LXXII. Provided always, and be it further enacted, That it shall and may be lawful for every such Corporation entitled to vote at Meetings of the said Company of Proprietors to be held in pursuance of this Act, by Writing under their Common or Corporate Seal, and also for every other Person entitled to vote as aforesaid, by Writing under his Hand, and in case of Infancy, Idiotcy, or Lunacy of any such Person, then for his Guardian or Committee, by Writing under the Hand of such Guardian or Committee, to constitute and appoint any other Proprietor entitled to vote in respect of his own Share in the said Undertaking his or their Proxy to vote at any such Meetings of the said Company of Proprietors in respect of the Shares then standing in the Name of the Corporation or Person appointing such Proxy; and every such Vote by Proxy shall be as good and valid to all Intents and Purposes as if the Principal had voted in Person.

Form of Appointment of Proxy.

LXXIII. And be it further enacted, That the Appointment of every Proxy to vote under and by virtue of this Act shall and may be made in the Form or to the Effect following; (that is to say,)

‘ I Proprietor [*or* Guardian of
‘ a Proprietor] of a Share [*or* Shares] in “The *Manchester* and
‘ *Salford* Junction Canal Company,” do hereby nominate, constitute,
‘ and appoint to be my Proxy [*or* Proxy of
‘ the said] in my [*or* his *or* her] Name and
‘ in my [*or* his *or* her] Absence to vote and give my [*or* his *or* her]
‘ Assent or Dissent to any Business, Matter, or Thing relating to the
‘ said Undertaking which shall be mentioned or proposed at any
‘ Meeting of the said Company of Proprietors or any Adjournment
‘ thereof, until I [*or* the said] shall revoke
‘ this

‘ this Appointment by Notice in Writing to the Clerk of the said ‘ Company. In witness whereof I have hereunto set my Hand ‘ this Day of .’

Or in any other Form or to any other Effect which may be better adapted to the Circumstances of the Case; and every such Appointment shall be produced to the Clerk of the said Company of Proprietors, and entered in a Book to be kept by him for that Purpose, before any Vote shall be given in respect of such Appointment, for which Entry the Clerk shall be paid the Sum of Two Shillings and Sixpence and no more, which Book shall be sufficient Authority for any Proxy to give his Vote, without Production of his Appointment at the Time of voting, until the same is revoked.

Appointment of Proxies to be entered in a Book.

LXXIV. Provided always, and be it further enacted, That no Proprietor of any Share in the said Undertaking, either in Person or by Proxy, shall be entitled to vote at any Meeting of the said Company of Proprietors in respect of such Share, unless the same shall be standing in the Name of such Proprietor in the Register Book herein-before directed to be made and kept at and immediately before such Meeting, nor unless the Sums of Money from Time to Time to be called for by the Committee of Management for the Time being to be appointed as herein-after directed, and due and payable at or before any such Meeting, in respect of every Share of such Proprietor, and all Arrears thereof, shall have been duly paid to the Treasurer of the said Company.

Proprietors not entitled to vote in respect of Shares until Calls are paid.

LXXV. And be it further enacted, That the First General Meeting of the said Company of Proprietors for putting this Act into execution shall be held in the Town of *Manchester* upon the *Thursday* Three Weeks next after the passing of this Act, of which Meeting not less than Fourteen Days Notice shall be given by public Advertisement in some Newspaper published or usually circulated within the said County Palatine of *Lancaster*, which Notice Two or more of the said Proprietors are hereby authorized to give; and there shall be held in each and every Year after the present Year One General Meeting of the Proprietors to be convened upon the Third *Thursday* in *January* in every Year at the Hour of Eleven in the Forenoon in the said Town of *Manchester*, or at such Time or Place as the said Company of Proprietors at the preceding General Meeting shall from Time to Time direct and appoint, of which future General Meeting not less than Fourteen Days Notice, both Days inclusive, shall be given by public Advertisement in such public Newspaper as herein-before mentioned, or in such other Manner as the said Company of Proprietors at their respective General Meetings shall direct; and at such First General Meeting the Proprietors then present shall proceed to elect by the Majority of Votes, out of such Proprietors as at the Time of such Election shall respectively be possessed in their own Right of not less than Five Shares in the said Undertaking, Six Persons, who, together with the Persons herein-after named, shall constitute a Committee of Management to manage and conduct the Affairs of the said Company as herein-after directed, and to fix and appoint such annual or other Payment or Remuneration for the Pains, Care, and Attend-

First and other General Meetings of Company.

ance

ance of such Committee, whether prospectively or retrospectively, collectively or individually, and in such Manner and upon such Conditions as they shall think fit; and such Committee shall continue in Office until the General Meeting of the said Company to be holden on the Third *Thursday* in the Month of *January* One thousand eight hundred and thirty-eight, and until others shall be chosen in their Stead, unless in the Events in this Behalf herein-after provided for: Provided always, that no Person holding any Office, Employment, or Contract under the said Company, or interested or concerned, either directly or indirectly, in the furnishing any Article, Matter, or Thing purchased by the said Company for the said Undertaking, shall be capable of being chosen or acting as a Member of such Committee during the Time of his Continuance in such Place, Office, or Employment, or holding such Contract.

Treasurer and Clerk to be appointed.

LXXVI. And be it further enacted, That the said Company of Proprietors shall at the First General Meeting, and afterwards from Time to Time when necessary at any future General Meeting, elect and choose, and under their Common Seal appoint, a Treasurer to the said Company, taking good and sufficient Security from him for the faithful Discharge of the Trust reposed in him, and also a Clerk; and the said Clerk shall, in a proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Owners and Proprietors of or entitled to any Shares therein, and of all Acts, Orders, Proceedings, and Transactions of every Meeting, as well of the General and Special Meetings of the said Company as of their Committees to be appointed as herein-after directed, the Entry of which Acts, Orders, Proceedings, and Transactions shall be signed by the Chairman of each respective Meeting, and the same, when so entered and signed, shall be deemed and taken to be original Acts, Orders, and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others; and each of the said Proprietors in 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 any Part thereof, paying for every One hundred Words so to be copied the Sum of Sixpence, and so in proportion for any greater or less Number of Words; and if any such Clerk of the said Company shall refuse to permit any Proprietor or Person so interested as aforesaid to inspect or peruse such Book of Proceedings, or refuse to make any such Copy at the Rate or Price aforesaid, he shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds; and whenever any such Treasurer or Clerk shall die, or be removed, or quit the Service of the said Company, it shall be lawful for the Committee of Management of the said Company from Time to Time to appoint some other Person in the Place of the Treasurer or Clerk so dying, being removed, or quitting, until the next General Meeting of the said Company, when the Clerk or Treasurer so appointed or some other Clerk or Treasurer shall be nominated and appointed for the Purposes aforesaid.

Accounts to be kept.

In case of Death, Removal, or Resignation, Committee may appoint others until the next General Meeting.

Treasurer and Clerk not to be the same Person.

LXXVII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to appoint the Person who may be appointed their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk or of his Partner, the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or other Person in the Service of Employ of any such Treasurer or of his Partner, the Clerk to the said Company; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of any such Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of any such Treasurer or of his Partner, shall accept the Office of Clerk, or shall act as Clerk in the Execution of this Act, or if any such Treasurer shall hold or accept any Place or Office of Profit or Trust under the said Company (other than that of Treasurer), every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Other General Meetings may be appointed.

General Meetings may remove Officers, revoke Rules, and make and alter Bye Laws.

LXXVIII. And be it further enacted, That the said First General Meeting or any other General Meeting of Proprietors may fix and appoint any other Half-yearly or other General Meeting of Proprietors to be held periodically or otherwise, such General Meeting to be fixed and appointed and convened in such Manner as the said Company shall direct; and the said Company of Proprietors shall also have full Power and Authority from Time to Time, at any General Meeting, whether annually, half-yearly, or otherwise, convened under the Powers and Authorities of this Act, to remove or displace any Person who shall have been chosen an Officer under them, or any Member of the said Committee of Management, and to revoke, alter, amend, or change any of the Rules and Directions herein prescribed and laid down with regard to their Proceedings amongst themselves, as to them shall seem meet, and also to make such Rules, Orders, and Bye Laws as to them shall seem meet and proper for the good Government of the said Company of Proprietors, and for regulating the Proceedings of the said Committee of Management and Sub-Committees respectively, and for the regulating of all Officers, Workmen, Servants, and others to be employed in or about the Affairs or Business of the said Company of Proprietors, and for the well and orderly using of the said intended Navigation, and the Tunnels, Locks, Sluices, Weirs, Feeders, Trenches, Levels, Dams, Wharfs, Cranes, Warehouses, Towing Paths, Ways, Roads, Grates, Bridges, Culverts, Engines, and other Works thereto belonging, and for regulating the Commencement, Continuance, Suspension, Cessation, Turn, and Order of the passing and repassing and navigating

of all Vessels, Boats, and Barges, Persons, Horses, and Carriages, and the Bars, Poles, Wheels, Engines, and other Implements to be used about or with all such Vessels, Boats, and Barges, as shall from Time to Time be used upon the said Canal, Towing Paths, Road, Ways, or Wharfs, and the conveying of all Goods, Wares, and Merchandize which shall be navigated or conveyed thereon, and for the orderly Behaviour of all Bargemen, Watermen, Boatmen, and others who shall be employed in carrying or conveying any such Goods, Wares, or Merchandize, and for the Superintendence and Management of the said Navigation in all other respects whatsoever, and from Time to Time to alter and repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Rules, Orders, and Bye Laws, or any of them, not exceeding the Sum of Five Pounds for any One Offence, as to the said Company of Proprietors shall seem meet and expedient; and all Rules, Orders, and Bye Laws so to be made as aforesaid, being reduced into Writing with the Common Seal of the said Company thereto affixed, shall be binding upon and be observed by all Persons using or in anywise concerned in the said Works, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act upon the same; provided that such Rules, Orders, and Bye Laws be not repugnant to the Laws of that Part of the United Kingdom called *England*, or any of the express Directions or Provisions of this Act; and provided that Copies of such Rules, Orders, and Bye Laws, or such of them as shall concern or relate to the using of the said intended Navigation and Works, and the Tunnels, Locks, Roads, and Ways belonging thereto, or to the Conduct and Behaviour of Bargemen, Watermen, Boatmen, or others conveying Goods thereon, or to the Conduct and Behaviour of any Officers, Servants, or other Persons employed in or about the said Navigation and Works, or of the Persons resorting to or making use thereof, shall be painted in large Characters on Boards, and such Boards shall be affixed and continued in some conspicuous Place upon, near, or adjoining all the Wharfs on the said Navigation, and renewed as often as the same shall be obliterated or defaced, and shall be subject to Appeal in manner herein-after mentioned.

Publication of Bye Laws.

Special Meetings of Proprietors, how to be called.

LXXIX. And be it further enacted, That if it shall at any Time appear to the Committee of Management, or to Three or more Proprietors holding altogether Fifty Shares or upwards in the said Undertaking, to be necessary or expedient to call a Special Meeting of the Proprietors at large, for the more effectually putting this Act into execution, or in order to take their Opinion respecting any Matters or Things to be done in or about the said Navigation, or respecting any Matter or Thing in which the Interest of the said Navigation, the Extent of its Trade, or the Interests of the Proprietors is or are in any respect implicated or concerned, it shall be lawful for the said Committee of Management, pursuant to an Order or Resolution for that Purpose made at any Meeting of the same Committee, or for any Three or more of the Proprietors possessed of or representing Fifty Shares or more in the said Undertaking, to call a Special Meeting of the Proprietors at large, by public

public Advertisement in some Newspaper published or usually circulated in the said County Palatine of *Lancaster*, or otherwise as the Committee of Management shall direct, specifying in such Advertisement the Cause of calling such Special Meeting, and the Time and Place when and where the same shall be held (the Time not being less than Fourteen Days after such Notice shall be given, and such Place being where the last General Meeting of the said Company shall have been held, and not elsewhere); and the said Company of Proprietors are hereby authorized and required to meet according to such Notice, and to take into consideration the Matters expressed in such Requisition and specified in such Notice; and the Decision and Determination on and respecting such Matters only of the Proprietors or Representatives of Proprietors present at such Meeting, or the major Part of them, according to the Number of Votes they shall have a Right to give, either as Principals or Proxies, shall be binding and conclusive upon the rest of the Proprietors to all Intents and Purposes, and shall be observed and acted upon accordingly.

Chairman be appointed, who shall have a casting Vote.

LXXX. And be it further enacted, That at every such Meeting as aforesaid One of the Proprietors present shall be appointed Chairman, who shall not only vote as a Proprietor or Proxy, but shall also, in case of an equal Division, have the decisive or casting Vote; and if at any Time Two or more Persons shall be proposed as Chairman, and shall have an equal Number of Votes, then the Persons so proposed shall draw Lots for the said Office; and at every such Meeting as aforesaid the Proprietors present shall have Power to adjourn themselves from Time to Time to such Place as shall at such General Meeting be thought meet and convenient and as shall be agreed upon.

General Meetings for Appointment of Committee to consist of Proprietors holding at least Fifty Shares.

LXXXI. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Proprietors present either as Principals or Proxies (exclusive of the Proxy or Proxies of the said *Mersey* and *Irwell* Navigation Company) who shall together be possessed of Fifty Shares at the least in the said Undertaking, no Nomination, Appointment, or Removal of any Member of the said Committee shall be made or directed at that Time, but in such Case there shall be another Meeting of the said Company of Proprietors held at the same Place within the Space of Fourteen Days then next following, and so from Time to Time until there shall be Proprietors present at such Meeting having together such Number of Shares as last aforesaid, and such Nomination, Appointment, or Removal shall then take place; and Seven Days Notice of every such adjourned Meeting shall be given by Advertisement in some public Newspaper published or usually circulated within the said County Palatine of *Lancaster*, or otherwise as the Committee of Management shall direct; and every Person appointed to be a Member of the said Committee at any such adjourned Meeting shall have the same Powers which he would have had, and shall continue in Office until such Time as he would have done, had he been chosen by the said First Meeting herein-before appointed.

Committee to go out of Office by Rotation.

LXXXII. And be it further enacted, That the said Persons so elected, nominated, and appointed, or the Person or Persons appointed in

in their Room or Stead respectively, by virtue of this Act, shall continue in Office until the Third *Thursday* in the Month of *January* in the Year of our Lord One thousand eight hundred and thirty-eight, and on such Day Two of the said Members of the said Committee shall go out of Office and cease to be Members of the said Committee; and in order to determine which of the said Committee shall go out of Office the Clerk of the said Company at the General Meeting to be holden on that Day, or some Adjournment thereof, shall and he is hereby required to write upon each One of Six distinct Pieces of Paper of equal Size the Name of One of the said Committee, and all such Papers shall be rolled up in the same Form as near as may be, and be put into a Box or Wheel, and Two of such Papers shall then be drawn out of such Box or Wheel by such Clerk, One by One, and those of the Committee whose Names shall be upon such Papers respectively so drawn shall then go out of Office and cease to be Members of the said Committee; and the said Clerk shall then in like Manner draw out of such Box or Wheel Two others of the said Papers, One by One, and those Two Members of the Committee whose Names shall be upon such Papers respectively secondly so drawn shall at the General Meeting of the said Company which shall be holden on the Third *Thursday* in the Month of *January* in the next succeeding Year, or some Adjournment thereof, at which other Members of the Committee shall be appointed, go out of Office and cease to be Members of the said Committee; and the Members of the Committee whose Names shall be upon the Two Papers remaining in the said Box or Wheel after such Drawing as aforesaid shall at the General Meeting of the said Company which shall be holden on the Third *Thursday* in the Month of *January* in the next succeeding Year, or some Adjournment thereof, at which other Members of the Committee shall be appointed, go out of Office and cease to be Members of the Committee of Management of the said Company; and at every General Meeting of the said Company to be holden after the First General Assembly appointed by this Act on the Third *Thursday* in the Month of *January* in every Year Two Persons out of the Members of the said Company who shall severally be possessed of and entitled to Ten Shares at least in the said Undertaking shall be elected by Show of Hands (unless a Ballot be demanded, whereupon such Election shall be by Ballot,) in the Room or Stead of the Two Members of the Committee then going out of Office by Rotation or Efflux of Time, and such Persons so elected shall continue in Office for the Space of Three Years, except in case of some Disqualification or Disability as herein-after provided for, or in case of being removed or displaced at any General or Special Meeting of the said Company, and until other Persons shall be elected in their respective Room or Stead, and no longer: Provided always, that it shall be lawful for the said Company of Proprietors again to nominate and appoint any such Person so qualified as aforesaid and going out of Office to be a Member of the said Committee.

Subsequent Appointment of Committee (by the Proprietors) in the Room of those going out of Office by Rotation.

For supplying Vacan-

LXXXIII. And be it further enacted, That in case any Person nominated and appointed to be a Member of the said Committee of Management

Management in manner aforesaid shall die or refuse to act, or shall not attend at One Fourth of the Meetings of the said Committee between any Two successive Annual Meetings of the said Company, or shall cease to be possessed of Five Shares at the least in the said Undertaking, or shall hold any Place, Office, Employment, or Contract under the said Company, or be concerned or interested, either directly or indirectly, in the furnishing any Article, Matter, or Thing purchased by the said Company for the said Undertaking, then and in any of such Cases it shall be lawful for the said Committee at any of their Meetings to nominate and appoint from and out of the said Company some Person qualified as aforesaid to be a Member of the said Committee in the Room or Stead of the Member so dying, refusing to act, neglecting to attend, ceasing to be qualified as aforesaid, or holding any Place, Office, Employment, or Contract under the said Company, or concerned or interested as before mentioned; and every Person 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 in whose Room or Stead he shall be so nominated and appointed, and shall continue in Office as a Member of the said Committee for such Time as and no longer than the Person in whose Room or Stead he shall be so nominated or appointed might have continued in Office.

cies in the Committee.

LXXXIV. Provided always, and be it further enacted, That it shall and may be lawful for the said Company of Proprietors, at any General or Special General Meeting to be held for the Purposes of the said Navigation, from Time to Time to vary or alter, as to the said Company shall seem meet, the Qualification of every Person to be chosen a Member of the said Committee of Management, so that such Qualification shall not exceed Ten Shares nor be less than Three Shares in the said Undertaking; and no Proposal for making any such Variation or Alteration shall be discussed or determined upon at any Meeting of the said Company unless Notice shall be given by public Advertisement in some Newspaper published or usually circulated within the said County Palatine of *Lancaster*, or otherwise as the Committee of Management shall direct, Fourteen Days at least before any such Meeting, that such Variation or Alteration is intended to be proposed.

Power to vary Qualification of the Members of the Committee.

LXXXV. And be it further enacted, That the said Company of Proprietors of the said *Mersey* and *Irwell* Navigation shall and may be entitled, and they are hereby authorized and empowered, by any Writing under their Common Seal, from Time to Time to nominate and appoint Two Persons, and from Time to Time to revoke or alter such Appointment, such Persons being respectively the Agent or Agents of or Proprietors of Shares in the said *Mersey* and *Irwell* Navigation, to become, and such Persons, when so nominated and appointed as aforesaid, shall become the Members of, to sit and vote upon the before-mentioned Committee of Management as of course, and without being elected, and in addition to the Six Persons to be from Time to Time elected as Members of such Committee in manner herein-before mentioned, and such Persons as aforesaid respectively

Additional Committeemen to be appointed by the Mersey and Irwell Navigation Company.

when so nominated and appointed by the said Company of Proprietors of the said *Mersey* and *Irwell* Navigation shall be and they are hereby vested with such and the like Privileges, Powers, and Authorities as if they had respectively become Members of such Committee by Election in manner aforesaid: Provided always, that the Proxy or Proxies from Time to Time representing the said Company of Proprietors of the said *Mersey* and *Irwell* Navigation at any General, Special, or other Meeting of the said Company of Proprietors hereby incorporated, shall not be entitled to vote and shall not vote in the Appointment of the said Committee of Management aforesaid (except only in respect of the Shares to which such Proxy or Proxies may be individually and in his own Right entitled), but such Proxy or Proxies shall and may be entitled to vote upon any other Question, Matter, or Thing to be discussed or determined at such General or Special Meetings of the said Company of Proprietors hereby incorporated.

Committee and Officers to account.

LXXXVI. And be it further enacted, That at every Annual General Meeting of the said Company of Proprietors an Account of all the Monies received, laid out, and disbursed respecting the said Canal and other Works by the Committee, or by the Clerk, Treasurer, Collector of Rates, and other Persons whomsoever employed about the said Undertaking, brought up to the Twenty-fifth Day of *December* before such Annual Meeting, shall be laid before the said Proprietors to be audited and settled; and such Account shall be deposited with the Clerk to the said Company of Proprietors during the Fourteen Days immediately preceding such General Meeting, for the Purpose of being inspected by the Proprietors of Shares in the said Undertaking, who shall have free Access thereto at all seasonable Times during such Fourteen Days without Fee or Reward.

Regulations for Meetings of Committee of Management.

LXXXVII. And be it further enacted, That the said Committee of Management shall, at their First and every other Meeting to be held in pursuance of this Act, elect a Chairman out of the Members of such Committee then present, to preside at such Meeting; and that any Three or more Members of the said Committee of Management, but not less, shall be a sufficient Number to constitute a Meeting for the Purpose of doing all Acts, Matters, and Things, and exercising all the Powers and Authorities hereby directed to be done by and vested in such Committee; and that all Questions, Matters, and Things which shall be proposed, discussed, or considered by the said Committee at their said Meetings shall be decided and determined by the Majority of Members then present, but no Member shall have more than One Vote at such Meetings, save and except that in case of an equal Division the Chairman shall, beside his own Vote, always have the casting Vote; and if at any Meeting Two or more Persons shall be proposed to fill the Office of Chairman, and shall have an equal Number of Votes, then the Persons so proposed shall draw Lots for the same; and the said Committee for the Time being shall from Time to Time make Reports of their Proceedings and of every material Occurrence respecting the said Undertaking to the General Meetings of the said Company, and shall at all Times be subject to and obey the Orders and Directions of such General

Committee to make Reports to and be subject to the Orders of

General Meetings; and the said Committee for the Time being shall (subject nevertheless to such Orders and Directions as aforesaid) meet at such Times and Places, and shall from Time to Time adjourn themselves to such other Time and Place, as they shall think fit: Provided always, that if at any Meeting of the said Committee there shall not attend so many Members as are hereby required to constitute a Meeting for exercising the Powers hereby vested in such Committee, then and in such Case, and when and so often as the same shall happen, the Meeting shall be adjourned by the Members then present, or if no Member be present by the Clerk to the said Committee, or such other Person as the said Committee shall appoint to attend in his Place, to such other Time and Place as he shall think fit, not exceeding Seven Days therefrom.

General Meetings.

LXXXVIII. And be it further enacted, That it shall and may be lawful for the said Committee of Management, and they are hereby authorized and required, from Time to Time (subject nevertheless to the Directions and Control of the General Meetings of the said Company) to nominate and appoint a Superintendent or Superintendents of the Works of the said Company, if they shall think expedient, and such Engineers, Surveyors, Collectors of the Tolls, Rates, and Duties herein-after granted, and other Officers (except such as are directed to be appointed only by General Meetings of the said Committee), as the said Committee of Management shall think proper and expedient for the better carrying the Purposes of this Act into execution (the said Committee always taking good and sufficient Security from all Collectors and other Officers who shall have the Care and Custody of any Monies to be raised and received by virtue of this Act, for the faithful Discharge of the Trust reposed in them), and also from Time to Time to discharge and dismiss any such Superintendents, Engineers, Surveyors, Collectors, or other Officers, and appoint others in their Stead, as there shall be Occasion; and that all such Superintendents, Engineers, Surveyors, Collectors, and other Officers of the said Company of Proprietors, who shall at any Time quit or be dismissed from the Service of the said Company, and their Executors and Administrators, and the respective Executors or Administrators of those who may happen to die, shall immediately thereupon produce and deliver up to the said Committee of Management, or to such Person or Persons as they shall direct, all Books, Accounts, Writings, and Papers whatsoever which shall be in the Custody or Power of such Superintendents, Engineers, Surveyors, Collectors, and other Officers, Executors or Administrators respectively, in anywise relating to the said intended Navigation and Undertaking; and the said Committee of Management, or any Sub-Committee or Sub-Committees to be appointed in manner after mentioned, shall also have full Power and Authority, and they are hereby required annually (or oftener, if they shall think fit,) to call for, audit, and settle all Accounts of Money received, paid, laid out, and disbursed for or on account of the said Company of Proprietors by the Treasurer, Collectors, and other Officers so to be appointed as aforesaid, or by any other Person or Persons to be employed on behalf of the said Committee in or about the said intended Navigation and Undertaking; and every such Superintendent, Engineer, Surveyor,

Officers to be appointed by Committee of Management;

Committee to have Power to dismiss such Officers,

and to audit Accounts.

Surveyor, Collector, and other Officer shall be paid by the said Company such Salary or Allowance as the said Committee shall appoint.

Treasurer and other Officers to account, and pay over Monies in their Hands; or in default of Payment the same may be recovered by Action of Law.

LXXXIX. And be it further enacted, That every such Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, and every other Officer and Person 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 their Committee of Management shall direct, deliver to the said Company of Proprietors or to the said Committee, 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 Monies which shall have been by such Treasurer, Superintendent, Engineer, Surveyor, 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 Committee of Management, or to such Person or Persons as they shall respectively appoint; and if any such Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, Officer, or Person shall refuse to produce and 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 Committee, or to such Person or Persons as they shall respectively appoint, within Twenty-one Days after their being thereunto required by the said Company of Proprietors or by the said Committee, 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 any Account or Accounts shall appear to be in their respective Hands to the said Company of Proprietors or to the said Committee, or as they respectively shall direct or appoint, then and in any of the Cases aforesaid the said Company of Proprietors may and they are hereby authorized and empowered to bring or cause to be brought any Action or Actions against the Treasurer, Superintendent, Engineer, Surveyor, 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, Superintendent, Engineer, Surveyor, Collector, Clerk, Officer or Officers, Person or Persons respectively; or if Complaint shall be made by the said Company of Proprietors or by the said Committee, or by such Person or Persons as they shall respectively appoint for that Purpose, of any such Refusal or Neglect as aforesaid, to any One or more of the Justices of the Peace for the County, City, or Place wherein the said Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, Officer or Officers, Person or Persons, so neglecting or refusing, shall be or reside, such Justice may and he is hereby authorized and required, by a Summons under his Hand, to cause the Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, Officer or Officers, Person or Persons, so neglecting or refusing, to appear before him or them, and upon his or their appearing, or having been

been summoned and not appearing without giving some reasonable Excuse for such Non-appearance to the Satisfaction of such Justice, 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 One or more credible Witness or Witnesses upon Oath or Affirmation (which Oath or Affirmation such Justice is hereby empowered to administer), it shall appear to such Justice that any of the Monies which shall have been collected and raised by virtue of this Act shall be in the Hands of such Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, Officer or Officers, Person or Persons, such Justice may and is hereby authorized and required, upon Nonpayment thereof, by a Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, Officer or Officers, Person or Persons respectively; and if no Goods or Chattels of the Person or Persons against whom such Warrant shall be granted sufficient to answer and satisfy the said Money, and the Charges of making and levying the same, can be found, 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 Committee, or as they respectively shall appoint, then and in any of the Cases aforesaid such Justice 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 Committee, and shall have paid such Composition, in such Manner as they respectively shall appoint, and until he shall have delivered up such Books, Papers, and Writings as aforesaid, or given Satisfaction in respect thereof to the said Company of Proprietors or to the said Committee: Provided always, that no Treasurer, Superintendent, Engineer, Surveyor, 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 Six Calendar Months.

For Want of Distress, or in case of Refusal to deliver up Books, &c. Offenders may be imprisoned.

XC. And be it further enacted, That all Books, Accounts, Writings, and Papers whatsoever which shall be in the Custody of any such Treasurer, Superintendent, Engineer, Surveyor, Clerk, Collector, and every other Officer and Person so to be appointed as aforesaid, his Executors or Administrators respectively, in anywise relating to the said intended Navigation and Undertaking, shall be and the same are hereby declared, to be and shall be construed, deemed, and taken to be, the Right and Property of the said Company of Proprietors.

Books, Accounts, &c. declared to be the Property of the Company.

XCI. And be it further enacted, That if any Agent, Toll Collector, Wharfinger, Lock Keeper, Bridge Keeper, or other Servant employed in or upon the Navigation or Works of the said Company of Proprietors, and occupying any House, Offices, or Buildings belonging to the said Company, shall be duly discharged from his Office by or by Order of the said Company or their Committee, or other Corporation or Person duly authorized in that Behalf, and shall not deliver up the Possession of such House, Offices, or Buildings, with the

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

the Appurtenances, together with all Books, Accounts, Writings, and Papers, and other Matters and Things in his Custody, Power, or Possession, within Seven Days next after Notice of such Discharge shall be given to him, or left at such House, Offices, or Buildings, or if the Wife or Family of any such Agent, Toll Collector, Wharfinger, Lock Keeper, Bridge Keeper, or other Servant who shall happen to die while in the Service of the said Company or otherwise employed on the said Navigation or Works, shall refuse to deliver up the Possession of such House, Offices, and Buildings, with the Appurtenances as aforesaid, together with the said Books, Accounts, Writings, Papers, and other Matters and Things belonging to the said Company in his, her, or their Custody, Power, or Possession, within Seven Days after another Person shall have been appointed in the Place and Stead of the Person so dying, then and in either of the said Cases it shall be lawful for any Justice of the Peace for the said County Palatine of *Lancaster*, and he is hereby required, by Warrant under his Hand and Seal to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter such House, Offices, and Buildings in the Daytime, 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, Accounts, Writings, Papers, and other Matters and Things belonging to the said Company which shall be found therein, and to deliver the Possession of such House, Offices, and Buildings, together with the Books, Accounts, Writings, Papers, and other Matters and Things found therein, belonging to the said Company, to the new appointed Agent, Toll Collector, Wharfinger, Lock Keeper, Bridge Keeper, or other Servant, or other such Person or Persons as the said Company or their Committee shall appoint to receive the same.

Committee of Management may contract for Purchase of Lands, &c.

XCII. And be it further enacted, That the said Committee of Management shall have full Power and Authority to contract for and purchase all such Lands and all such Matters and other Things as shall and may be wanted for the said Navigation and other Works hereby authorized to be made, or as shall be required to be purchased by virtue of this Act, and to contract for and purchase the Release of any Lands so purchased as aforesaid, and which may be subject or charged solely, or jointly with other Lands not required for the Purposes of this Act, to any Rent-charge, Chief or other Rent, or other Incumbrance, from the Payment thereof, or for an Apportionment of such Rent or Incumbrance, and to sell and convey or demise such Part or Parts of any Lands, Tenements, or Hereditaments which may have been so purchased which shall not be wanted, or which it shall not be thought by the Committee necessary to keep for the Purposes of this Act, and to treat and agree with any Person or Persons whomsoever touching the Compensation to be made for any Damages to be done in the Exercise of the Powers hereby given, and to enter into and make such Contracts or Agreements with any Engineer, Surveyor, Agent, Workman, Servant, or other Person in and about or for the carrying on the said Navigation and other Works, or any Part thereof, as shall be thought expedient, and to enter into and make all such Contracts, Bargains, and Agreements whatsoever touching or in anywise concerning the said Undertaking

taking as they shall think proper, and to order and direct how the several Works shall from Time to Time be carried on, and also from Time to Time to use the Common Seal of the said Company of Proprietors in such Manner and for such Purposes as they shall think fit, by the Use whereof the said Company shall be bound, and generally to direct and manage all and singular the Affairs and Business of the said Company of Proprietors, and to do, execute, and perform all Acts, Matters, and Things which the said Company are by this Act authorized and empowered to do, save and except such only as are hereby expressly directed to be done by the Proprietors at large at any Meeting or Meetings of such Proprietors to be held as herein mentioned.

Committee of Management may appoint Sub-Committees.

XCIII. And be it further enacted, That it shall be lawful for the said Committee of Management from Time to Time to nominate and appoint out of their own Body One or more Sub-Committee or Sub-Committees (every such Sub-Committee to consist of Four or more Persons), who shall have full Power and Authority to enter into and make any such Contracts or Agreements on behalf of the said Company of Proprietors, and to hire and employ any Agents, Workmen, and Servants in and about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in and about the said Navigation and Undertaking which the said Committee of Management are themselves herein-before authorized to do, or such of them as the said Committee of Management shall think proper to intrust to the Care and Management of any such Sub-Committee or Sub-Committees (save and except, nevertheless, the appointing of Collectors, Engineers, Superintendents, and other principal Officers, and the making Calls for Money upon the Proprietors of the said Navigation and Undertaking, all which shall be done by the said Committee of Management only as herein directed); and it shall also be lawful for the said Committee of Management, by an Order or Resolution for that Purpose, at any Time to break up and dissolve any such Sub-Committee or Sub-Committees, or to remove or displace any Member or Members thereof, and appoint some other or others in his or their Place or Stead, when and so often as such Committee of Management shall think proper and expedient; and such Sub-Committee shall have full Power and Authority to meet from Time to Time, and adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effectuating the Purposes aforesaid; and all Powers and Authorities hereby vested or which shall by the said Committee of Management be vested in any such Sub-Committee within the Intent and Meaning of this Act shall and may be exercised by the major Part of the Members present at their respective Meetings (the whole Number of Members present not being less than Three); and at all Meetings of such Sub-Committees respectively One of the Members present shall be appointed President or Chairman; and all Questions shall be decided by the Majority of Votes, and the President or Chairman shall, besides his own Vote, have the casting Vote, in case of an equal Division, but no other Member shall have more than One Vote: Provided always, that every such Sub-Committee shall from Time to Time make Reports of their Proceedings to the Committee of Management, and shall at all Times be

be subject to the Examination and Control and pay due Obedience to the Orders and Directions of the said Committee in and about the Affairs and Business of the said Company.

Proceedings and Accounts of the Committee and Sub-Committee to be entered in proper Books.

XCIV. And be it further enacted, That the said Committee of Management, and also every such Sub-Committee as aforesaid, shall at their respective Meetings enter or cause to be entered into Books, to be provided for that Purpose at the Expence of the said Company of Proprietors, a full and true Account of all Monies disbursed and Payments made by such Committee and Sub-Committee respectively, and by all and every Person and Persons employed by or under them, and of all Monies which shall be paid to or received by them respectively for or on account of the said Company of Proprietors, and also a full and true Account and proper Notes and Minutes of every Contract, Bargain, and Agreement which shall be entered into by them respectively for or on behalf of the said Company of Proprietors, and of all and singular their respective Orders, Transactions, and Proceedings whatsoever in and about the Affairs and Business of the said Company; and all reasonable Expences to be incurred at or by the respective Meetings of the said Committee of Management and of such Sub-Committees respectively as aforesaid shall be paid and defrayed out of the Cash or Stock of the said Company of Proprietors; and such Committee of Management and Sub-Committees respectively shall and may from Time to Time draw for the Amount of such Expences respectively upon the Treasurer to the said Company, but no other Money shall be issued or paid by the said Treasurer for or on account of the said Company without an Order being made for that Purpose by the said Committee of Management at some such Meeting as aforesaid, or without a Draft or Order signed by Two or more of the Members of the said Committee of Management; and every such Book, and all other Books and Papers and Writings belonging to the said Company of Proprietors, shall at all reasonable Times be open to the Inspection of all the said Proprietors, who may take Copies thereof or Extracts therefrom without Fee or Reward.

Expences of Commitee and Sub-Committee to be defrayed by the Company.

Directions for issuing of Money by Treasurer.

Committee empowered to make Calls.

XCV. And be it further enacted, That the Committee of Management shall also have full Power and Authority from Time to Time, at any Meeting of the said Committee to be held in pursuance of the Powers and Provisions of this Act, to make such Calls for Money from the several Proprietors of the said Undertaking, in order to defray the Expences of carrying on the same, as they shall from Time to Time find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Ten Pounds for or in respect of every Share in the said Undertaking, and so that no such Calls shall be made except at a Distance of Three Months at least from each other, and so that Fourteen Days Notice at least shall be given of every such Call in some Newspaper or Newspapers published or usually circulated in the said County Palatine of *Lancaster*, or otherwise as the Committee of Management shall from Time to Time order and direct; all which Money so to be called for as aforesaid shall be paid into the Hands of the Treasurer of the said Company of Proprietors, to be issued, paid, and applied for carrying on the said Undertaking

Undertaking in such Manner as the said Committee of Management shall from Time to Time order and direct.

Subscribers to pay their Subscriptions as called for.

XCVI. And be it further enacted, That the respective Persons or Corporations who have subscribed or who shall or may hereafter subscribe any Money for and towards the said Undertaking, or shall be the Owners or Proprietors of any Shares in the said Undertaking, shall and they are hereby respectively required to pay the Sums by them respectively subscribed, or such Parts and Proportions thereof as shall from Time to Time be called for by the Committee of Management of the said Company for the Time being by virtue of the Powers and Directions of this Act, to such Persons, at such Times and Places, and in such Manner as shall be directed by the said Committee; and in case any of such Subscribers shall neglect or refuse to pay the same at the Time and Place and in manner so required for that Purpose, the said Company are hereby empowered to sue for and recover the same, with Interest after the Rate of Five Pounds *per Centum per Annum* from the Time appointed for Payment thereof, in any Court of Law or Equity.

For enforcing Payment of Calls.

XCVII. And for the better enforcing the Payment of such Calls, be it further enacted, That if any Person or Corporation upon whom any Call for Money shall or may hereafter be made under or by virtue of this Act, for or in respect of any Share in the said Undertaking, shall neglect or refuse to pay his or their rateable or proportionable Share of the said Money to be called for and raised by virtue of this Act for the Space of Thirty Days next ensuing any such Call, he or they so neglecting or refusing shall forfeit and pay the Sum of Twenty Shillings for every Share he or they shall have in the said Undertaking; and if such Person shall so continue to neglect or refuse to pay his, her, or their rateable or proportionable Share of the said Money to be called for and raised as aforesaid for the Space of Three Calendar Months next after such Call 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 Meeting to be held after such Neglect or Refusal, to declare every Share of such Person or Corporation so neglecting or refusing as aforesaid to be forfeited, and from thenceforth the said Share so declared to be forfeited as aforesaid, and all the Profit and Benefit thereof, and all Money advanced or paid in respect of such Share, shall lapse to and become vested in the said Company, their Successors and Assigns; and every such Share so forfeited shall be sold at a public Sale by the said Company for the most Money that can be got for the same, and the Monies arising from such Sale shall be applied for the general Purposes of this Act: Provided always, that no Share of and in the said Undertaking shall be forfeited or vested in or shall accrue to the said Company until Notice in Writing thereof shall be given by the Clerk of the said Company to the Person, or to the Clerk or other Head Officer of the Corporation, in whose Name such Share shall at the Time of giving such Notice stand registered in the Books of the said Company, or left at his or their Dwelling House or usual or last known Place of Abode, Ten Days at the least previous to such Share vesting in or accruing to the said Company, provided that such

If Calls are not paid in Three Months the Shares may declared forfeited, and sold.

Place or Places of Abode shall be known to the Clerk of the said Company of Proprietors, and in case the same shall be unknown to the Clerk of the said Company such Notice shall be published in the *London Gazette* and such other public Newspaper as the said Committee 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 Corporation for his or their Share in the said Undertaking; and that no such Share shall be forfeited to or vested in the said Company if the Owner of such Share shall pay what shall appear by such Statement to be due, together with legal Interest on the same, and the aforesaid Penalties for Nonpayment, 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: Provided also, that every such Forfeiture, after the same shall be taken advantage of by the rest of the said Company as aforesaid, shall be an absolute Indemnification and Discharge to and for the Proprietors so forfeiting against all Actions, Suits, and Prosecutions for any Breach of Contract or Agreement between such Proprietor so forfeiting and the rest of the said Company with regard to the future Carrying on and Management of the said Undertaking.

Forfeiture of Shares to be an Indemnity to Persons forfeiting.

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

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

Proceedings in Actions for Calls.

XCIX. And be it further enacted, That in all Actions brought by the said Company against any Person or Corporation 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 Proprietor of any Share in the said Undertaking, to recover any Sum of Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being an Owner or Proprietor of such Share in the said Undertaking, is or are indebted to the said Company in such Sum of Money as the Call in Arrear shall amount to for such Call of such Sum of Money upon such Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth

forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such Call was an Owner or Proprietor of some Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given thereof as is directed by this Act, without proving the Appointment of such Committee, or any other Matter or Thing whatsoever, and the said Company shall thereupon be entitled to recover what shall appear due, and no Wager of Law shall be allowed in any such Action.

Shares may be sold.

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

Form of Transfer.

'I , in consideration of
'paid to me by , do hereby bargain, sell,
'assign, and transfer unto the said , his
'Executors, Administrators, and Assigns, Share [*or*
'Shares] in the Navigation called the *Manchester* and *Salford*
'Junction Canal Navigation, being Number 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 accept and
'take the said Share [*or* Shares], subject to the same Rules, Orders,
'Restrictions, and Conditions. As witness our Hands and Seals
'the Day of .'

Conveyances of Shares to be registered.

Or in any other Form or to any other Effect which may be better adapted to the Circumstances of the Case; and on every such Sale, the Transfer, being executed by the Seller and the Purchaser of such Share, shall be kept by the said Purchaser for his Security after the Clerk to the said Company shall have registered in a proper Book, to be provided by the said Company and kept for that Purpose, a Memorandum 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 said Transfer, for which no more than Two Shillings and Sixpence for each Share so transferred shall be paid, and the said Clerk is hereby required to register such Memorial accordingly; and until such Memorial shall have been registered as above directed such Purchaser shall have no Part of the Profits of the said Undertaking, nor any Dividend on such Share paid unto him, or any Vote in respect thereof as Proprietor in the said Undertaking.

No Shares to be sold after a Call until the same be paid.

CI. And be it further enacted, That after any Call of Money shall have been made as aforesaid no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, unless he or they shall, at the Time of such Sale or Transfer, have paid and discharged to the Treasurer of the said Company the whole

whole and entire Sum of Money which shall have been called for upon each Share so sold or transferred.

Regulations as to Acquisition of Shares by Marriage, by Will, in Course of Administration, or by any other Means.

CII. And whereas much Inconvenience may arise by the frequent Transfer of the Shares of and in the said Undertaking by the Marriage or 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 enacted, That before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage shall be entitled to receive the same, or be entitled to vote in respect of any Shares, an Affidavit containing a Copy of the Register of such Marriage shall be made and sworn to by some credible Person before a Master or a Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk of the said Company, who shall file the same and make an Entry thereof in the Book which shall be kept by the said Clerk for the Entry of Transfers of and Sales of Shares in the said Undertaking; and before any Person who shall claim any Part of the Profits of the said Undertaking by virtue of any Bequest or Will or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Shares, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Clerk, or a Copy of so much of such Will, as shall relate to the Share of the said Testator shall be declared to by the Executor or Executors of such Will before a Master or a Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall also be transmitted to the said Clerk, who shall file and enter the same in the Manner herein-before mentioned; and in all Cases, other than as before mentioned, where the Right and Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any Person by any other legal Means than by a Transfer and Assignment thereof as herein directed, a Declaration shall be made by Two credible Persons before a Master or Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share hath passed to such other Person, and such Declaration shall be transmitted to the Clerk of the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors in the said Undertaking.

The Persons whose Names appear in the Register Book to be deemed the Proprietors of the Shares standing in their Names, and answerable for Calls.

CIII. And be it further enacted, That every Corporation and every Person whose Name shall at any Time hereafter stand in the said Register Book or List of the Proprietors of the said Company, either as a Proprietor of any Share in the said Navigation, whether as original Subscribers, or as Successors, Executors, Administrators, or Assigns of original Subscribers, shall be deemed and taken to be Proprietors of the several Shares standing in the said Book in his or their respective Names, and shall be subject and liable to the Payment of every Call made and to be made thereon, and to all Actions, Suits, Forfeitures, and Penalties to which such Proprietors of Shares in the said Navigation are made subject and liable by this Act; and all Notices by this Act required to be given previous to the Forfeiture of

of Shares to the Proprietors thereof shall, if given to the Person appearing by the Register Book of the said Company to be such Proprietor, or their Representatives, be in all respects good, sufficient, and conclusive; and all Payments of Interest and Dividends due and to grow due on any such Shares shall be made to such Persons as by the said Book of the said Company shall so appear to be the Proprietors thereof; and that no Assignment or Transfer of any Share, or other Instrument giving Title to any such Share, which shall not have been brought to the said Clerk to be enrolled or registered as directed by this Act, shall be given or admitted as Evidence either to defeat any Action or Suit brought or to be brought by the said Company of Proprietors to recover the said Calls, or to entitle any Person to recover any Share forfeited to the said Company of Proprietors, or to make the said Company liable to the Payment of Interest or Dividends to any other Person than such as appear upon the said Book to be Proprietors of the said Shares; but that in all such Cases, 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 Right and Title in and to the said Shares.

The Company may buy up Shares.

CIV. And be it further enacted, That if the said Company of Proprietors, or their Committee of Management for the Time being, shall deem it expedient, out of any Surplus of Monies or otherwise, to buy up any Share in the said Canal Navigation which shall be offered for Sale, then and in such Case it shall be lawful for any General Meeting of the said Company of Proprietors, either to direct that any such Share so bought shall merge in the said Undertaking, or that the same shall be transferred to the Clerk of the said Company, in Trust for the said Company, and such Share may in such last-mentioned Case at any Time thereafter be sold for the Benefit of the said Company, and for the raising of any Sum of Money which may be wanted for or towards the erecting or repairing of any Building or Works belonging to the said Canal, or any other Purpose necessary for carrying on the same.

The Company empowered to demand Rates for Goods conveyed upon the Canal.

CV. And in consideration of the Charges and Expences which the said Company of Proprietors must sustain and incur in making and maintaining the said Canal and Works appertaining thereto, hereby authorized to be made and maintained, be it further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated, from Time to Time and at all Times hereafter, to ask, demand, take, and recover, to and for their own proper Use and Behoof, such Rates for Tonnage of the several Articles, Matters, and Things which shall be carried or conveyed upon the said Canal hereby authorized to be made, or upon any Part thereof, as the said Company of Proprietors shall, at some General or Special Meeting to be called for that Purpose, from Time to Time fix and determine, not exceeding on all such Articles, Matters, and Things as shall be carried or conveyed upon the whole Length of the said Canal the Rate of Sixpence *per* Ton, not exceeding the Rate of Threepence *per* Ton on all such Articles, Matters, or Things as may be carried or conveyed into or out of the River *Irwell* and the Branch

Communication by this Act authorized to be made in the Lands of the *Liverpool* and *Manchester* Railway Company, or to or from any intermediate Place, or as shall be carried or conveyed only through and along so much of the said Canal Navigation hereby authorized to be made as shall lie between the said *Rochdale* Canal and the Top of the Third Lock to be erected on the Canal and Navigation hereby authorized to be made above the Entrance from the said River.

Company may reduce the Tonnage Rates under certain Circumstances, and again increase the same.

CVI. Provided always, and be it further enacted, That if at any General or Special Meeting of the said Company of Proprietors it shall happen that the clear Profits and Advantages which shall or may have arisen or accrued by or from the Tonnage Rates to be received by virtue of this Act, and divided amongst the said Company of Proprietors, shall, after Payment of all the current Charges and Expences of the said Company, amount to a Sum of Money exceeding Interest at the Rate of Seven Pounds *per Centum per Annum* upon the Amount of the subscribed Capital of the said Company from the Time of the passing of this Act up to the Time of such General or Special Meeting as aforesaid, then the said Company shall and they are hereby directed and required to lower and reduce the Rates herein-before authorized to be taken so as in the Opinion of the said Company to reduce the clear Profits and Advantages of the said Company arising from such Tonnage Rates to such a Sum of Money as shall be equal to and not greater than Interest at the Rate of Seven Pounds *per Centum per Annum* upon the Amount of the subscribed Capital of the said Company, and so in like Manner to continue to reduce the said Tonnage Rates as often as the Case shall happen: Provided always, that if at any General or Special Meeting as aforesaid it shall appear that, by reason of any such Reduction as lastly herein-before provided for, the clear Profits and Advantages which shall or may have arisen or accrued by or from the said Tonnage Rates, and divided amongst the said Company of Proprietors, shall not amount to a Sum of Money equal to Interest at the Rate of Seven Pounds *per Centum per Annum* upon the Amount of the subscribed Capital of the said Company from the Time of the passing of this Act up to the Time of such General or Special Meeting as aforesaid, then the said Company shall and they are hereby directed and authorized from Time to Time to advance and raise all or any of the said Tonnage Rates which shall have been so lowered or reduced as aforesaid so as in the Opinion of the said Company of Proprietors to raise the clear Profits and Advantages of the said Company arising from the said Tonnage Rates to such a Sum of Money as shall be equal to and not greater than Interest at the Rate of Seven Pounds *per Centum per Annum* upon the Amount of the subscribed Capital of the said Company, and so in like Manner to continue to advance and raise the said Tonnage Rates as often as the Case shall happen, so nevertheless that the same shall not in any Case exceed the Rate of Sixpence *per* Ton herein-before limited and appointed.

Table of Tolls to be fixed up.

CVII. And be it further enacted, That a Table of the Rates or Tolls which shall or may be from Time to Time payable or demandable, painted in large Characters on a Board, shall be affixed and continued at

at the Place where such Rates or Tolls shall be payable, received, or taken, and altered as often as the said Rates or Tolls shall be altered, or as the said Board shall be obliterated or defaced; and it shall not be lawful for the said Company to demand or take any such Rates or Tolls but for and during such Times as such Table shall remain affixed as aforesaid.

As to Tonnage Rates on Vessels of less Weight than Four Tons and on empty Vessels.

CVIII. And be it further enacted, That no Boat, Barge, or other Vessel having on board a Lading of less Weight than Four Tons shall pass through any Lock on the said Canal without the Consent of the said Company of Proprietors, or their principal Agent for the Time being, in Writing, first had and obtained, or unless the Owner or Navigator of such Boat, Barge, or other Vessel shall pay a Tonnage upon Four Tons Weight as aforesaid at or after the same Rate or respective Rates as shall be payable upon the actual Lading of such Boat, Barge, or other Vessel; and that no Boat, Barge, or other Vessel, being empty, shall, unless with the Consent in Writing of the said Company of Proprietors, or their principal Agent for the Time being, pass through the said Locks or any of them (except as aforesaid, and also except in Cases of Boats, Barges, or other Vessels returning unloaded after having passed through the same Locks loaded), unless the Owner or Navigator of such Boat, Barge, or other Vessel shall pay the Sum of Two Shillings for or in respect thereof.

For preventing Toll Collectors from taking undue Rates or Tolls.

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

For Payment of Wharfage.

CX. And whereas it may be found expedient for the said Company of Proprietors to make, build, erect, and provide proper Wharfs and Cranes for loading and landing the Goods, Wares, Merchandize, Commodities,

Commodities, and other Things which may be landed, loaded, received, and forwarded at and from the said Wharfs; be it therefore further enacted, That (in consideration of the Expences which the said Company will by such Means sustain, and of the public Accommodation and Convenience which they will also thereby afford,) it shall and may be lawful for the said Company, from Time to Time and at all Times, in addition to the Tonnage Rates herein-before authorized to be demanded and taken, to ask, demand, take, and recover, to and for their own proper Use and Behoof, for every Ton of Goods, Wares, Merchandize, Commodities, and other Things which shall be loaded from or landed upon any of the said Wharfs, and which shall remain thereupon not more than Six Days, any Sum not exceeding Threepence, and for every Day or Part of a Day that they shall so remain after the first Six Days such further Sum as shall be determined by the said Committee of Management, not exceeding One Penny *per* Ton *per* Day.

Goods not to remain upon Wharfs for more than a Month without Consent; may be removed by the Company at the Owner's Expence.

CXI. Provided always, and be it further enacted, That it shall not be lawful for any Person who shall have landed or laid any Goods, Wares, or Merchandize, or any other Thing whatsoever, upon any of the Quays, Wharfs, or Landing Places to be made by virtue of this Act, to permit the same or any Part thereof to remain longer than One Calendar Month, without the Licence of the Committee of Management of the said Company, or the Agent or Collector of the said Company at any such Wharf, Quay, or Landing Place, first had and obtained for that Purpose; and if any such Goods, Wares, or Merchandize or other Things, so landed or laid upon any of the said Wharfs, Quays, or Landing Places, shall remain thereupon for a longer Space of Time than One Calendar Month without such Licence as aforesaid, it shall and may be lawful for any such Collector or Agent of the said Company, or other Person authorized by them for that Purpose, to remove such Goods, Wares, and Merchandize or other Things to a Place of Safety, and there detain the same until Payment of the Charges of such Removal and Detention; and if such Charges shall not be paid within Ten Days afterwards, and after Demand by the Collector or Agent of the said Company, the Goods and Chattels so removed, or a sufficient Part thereof, shall and may be sold for Payment of such Charges, and the Expences attending such Sale, such Charges and Expences, in case of Dispute, to be settled and determined by any One or more of the Justices of the Peace for the County Palatine of *Lancaster*.

Table of Tolls for Wharfage to be fixed up.

CXII. And be it further enacted, That the Rules and Regulations respecting the loading or landing Goods and other Things, and the Continuance thereof upon the said Wharfs, and a Table of the Sum to be paid for Wharfage, shall be respectively painted in large Characters on a Board, and that such Board shall be affixed and continued on some conspicuous Place at all the Wharfs of the said Navigation, and shall be respectively renewed as often as the same Rules or Regulations, Sum for Wharfage, or any of them, shall be altered, or as the said Board shall be obliterated or defaced.

For Recovery of Rates and Tolls.

CXIII. And be it further enacted, That the Rates, Tolls, and Duties herein-before authorized to be demanded and taken by the said Company

Company of Proprietors shall be paid to such Person, at such Place upon or near to the said Canal, and in such Manner and under such Regulations as the Committee of Management shall in that Behalf direct or appoint; and in case of Neglect or Refusal to pay any such Rates, Tolls, or Duties, or any Part thereof, unto the Person who shall be appointed to receive the same, it shall be lawful for the said Company of Proprietors to sue for the same by Action of Debt or upon the Case in any of His Majesty's Courts of Record at *Westminster*; and in every such Action it shall be sufficient for the Plaintiffs to declare, that, under and by virtue of a certain Act passed in the Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*], the said Company, or their Assignees or Mortgagees, were lawfully possessed of or entitled to such Tolls, Rates, or Duties as in and by the said Action are sought to be recovered, and to allege when, where, how, and wherefore such Tolls, Rates, or Duties accrued and became payable to the said Plaintiffs; or it shall be lawful for the Person to whom such Rates, Tolls, or Duties ought to have been paid, and he and they is and are hereby authorized and empowered, to seize and distrain the Goods, Wares, Merchandize, or Commodities for or in respect of which such Rates, Tolls, or Duties ought to have been paid as aforesaid, or any Part thereof, and the Boat, Barge, or other Vessel laden therewith, or any other Boat, Barge, or Vessel, Goods or Commodities, belonging to the Owner of such first-mentioned Boat, Barge, or Vessel, and lying or being upon the said Canal hereby authorized to be made, or upon any Wharf or in any Warehouse adjoining thereto, and to detain the same respectively until full Payment shall be made of such Rates, Tolls, or Duties, and of all Arrears of the same which may be then due from the Owner of such Boat, Barge, or Vessel to the said Company of Proprietors, together with the reasonable Costs and Charges of such Seizure and Distress; and in case such Distress shall not be redeemed within Six Days from the taking thereof the same shall and may be appraised and sold as the Law directs in Cases of Distress for Rent.

Justices to settle the Amount of Rates due.

CXIV. Provided always, and be it further enacted, That if any Dispute shall arise concerning the Amount of any such Rate or Rates, or of the Charges occasioned by any such Distress as aforesaid, it shall be lawful for the Person so distraining to retain such Distress or the Money arising from such Sale, as the Case may happen, till the Amount of the Rates be ascertained by some Justice of the Peace for the said County Palatine of *Lancaster*, who, on Application made to him for that Purpose, shall examine the Matter on the Oath of the Parties or of a Witness or Witnesses, and shall determine the Amount of the Rates due or of the Charges of distraining for the same; and it shall be lawful for such Justice to award such Costs to either Party as in his Discretion shall seem proper; and if such Costs to be so awarded shall not forthwith be paid, such Justice shall and may grant his Warrant for levying the same by Distress and Sale of the Goods and Chattels of the said Company, or of the Person liable to pay the said Costs (as the Case may be), rendering the Overplus (if any), after defraying such Costs, and the Expences attending such Distress and Sale, to the Owner of such Goods and Chattels so distrained.

For Recovery of Warehouse Rent.

CXV. And be it further enacted, That it shall and may be lawful for the said Company of Proprietors to detain any Goods, Wares, or Merchandize which shall or may be deposited in any Warehouse of the said Company until the Warehouse Rent in respect of such Goods, Wares, and Merchandize shall be fully paid and satisfied, and in case of Nonclaim of such Goods, Wares, or Merchandize, or on Nonpayment of such Warehouse Rent, within the Space of Two Calendar Months next after the same shall have been so deposited, to sell and dispose thereof by public Auction or private Contract, as they shall think best, and out of the Monies to arise by such Sale pay and satisfy themselves such Warehouse Rent, and all Costs, Charges, and Expences attending such Sale, rendering the Overplus (if any be), upon Demand, to the Owner thereof, Oath being first made in Writing (if required) by such Owner of his Right and Title to the Property so sold and disposed of before some Justice of the Peace for the said County Palatine of *Lancaster*, which Oath any such Justice is hereby duly authorized and required to administer: Provided always, that Ten Days at least before any such Sale shall be made by the said Company Notice thereof shall be given by Advertisement in some Newspaper published or usually circulated within the said County Palatine of *Lancaster*, containing a Description of the Goods so deposited, and stating the Amount of Warehouse Rent due for the same.

The Company may vary the Tolls.

CXVI. And be it further enacted, That it shall be lawful for the said Company of Proprietors at any General or Special Meeting from Time to Time to lower and reduce the Rates, Tolls, and Duties herein-before by this Act authorized to be taken, and afterwards from Time to Time again to advance and raise all or any of the said Rates, Tolls, and Duties which shall have been so lowered or reduced: Provided always, that the Rates, Tolls, and Duties so to be advanced or raised as aforesaid shall not in any Case exceed the respective Sums herein limited and appointed.

Power to reduce or advance Tolls.

CXVII. Provided always, and be it enacted, That no Reduction or Advance shall be made in any of the Tolls on any Part of the said Canal without a proportionate Reduction of the Tolls on all Articles, Matters, and Things throughout the Whole of the said Canal, and no Reduction or Advance in the said Tolls shall either directly or indirectly be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Canal, or to any particular Article, Matter, or Thing, but the same or a proportional Reduction or Advance of Tolls upon any particular Description of Articles, Matters, and Things shall extend to and take place throughout the Whole of the said Canal upon and in respect of the same and all other Description of Articles, Matters, and Things carried on the said Canal, and shall extend to all Persons and Companies whomsoever navigating the same, or carrying any Description of Articles, Matters, and Things thereon.

Committee of Management empowered to

CXVIII. And be it further enacted, That it shall and may be lawful, from and after the Term of Two Years from the passing of this Act, for the said Committee of Management or any Three or more of

of them, by any Instrument in Writing under their Hands and the Common Seal of the said Company, to let or demise all or any Part or Parts of the Rates, Tolls, and Duties arising from or to be payable under or by virtue of this Act, for any Term not exceeding Three Years at any One Time, to any Person, for the highest Rent that can be had or got for the same, either by public Bidding or otherwise, provided that Two Calendar Months previous Notice be given in some of the public Newspapers published or usually circulated in the County Palatine of *Lancaster* of the Intention of the Committee of Management to lease or demise the said Rates, Tolls, and Duties, and so as that the Person renting the same shall give satisfactory Security to the said Committee of Management, by Articles in Writing, for the true Performance of his Bargain, Contract, or Agreement with them; and the Person so renting the said Duties shall have full Power and Authority to ask, demand, collect, and receive the same, and shall in every respect be deemed and taken to be a Collector or Collectors appointed by the said Committee of Management.

demise the Tolls.

CXIX. And whereas the Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway claim an Exemption from Toll for all Boats, Barges, and Vessels navigating the *Mersey* and *Irwell* Navigation between certain Parts thereof called *Hunt's Bank* and *Throstlenest Weir*: And whereas the said Company of Proprietors of the *Mersey* and *Irwell* Navigation claim a Right to receive a gross Tonnage of Three Shillings and Four-pence *per* Ton for all Articles, Matters, and Things carried on their Navigation or any Part thereof: And whereas the Canal hereby authorized to be made, and the *Manchester*, *Bolton*, and *Bury* Canal, join and communicate with the said River *Irwell* between *Hunt's Bank* and *Throstlenest Weir*, being a Distance of One Mile or thereabouts; and it is just and necessary to regulate the Toll payable on Boats, Barges, and Vessels which shall use the said River *Irwell* between the Points aforesaid, and going into or passing from the Canal hereby authorized to be made; be it therefore enacted, That the Rates and Duties or Tonnages following shall be paid to the said Proprietors of the *Mersey* and *Irwell* Navigation, and in lieu of the Rates, Duties, or Tonnages claimed or claimable by them in respect of the Articles, Matters, and Things laden and conveyed as after mentioned; *viz.*, a Sum not exceeding Three Halfpence *per* Ton on all Articles, Matters, and Things laden upon any Boat, Barge, or other Vessel passing from or out of the said Junction Canal hereby authorized to be made into the *Mersey* and *Irwell* Navigation between the said Points of *Hunt's Bank* and *Throstlenest Weir*, and thence into, to, or upon the said *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway; and a Sum not exceeding Two-pence *per* Ton on all Articles, Matters, and Things laden upon any Boat, Barge, or other Vessel passing from, out of, to, into, or upon the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway which may come from or out of or go into any other Cut or Canal that may hereafter be made communicating with the said *Mersey* and *Irwell* Navigation between the Points of *Hunt's Bank* and *Throstlenest Weir*; and that all Articles, Matters, and Things laden upon any Boat, Barge, or other Vessel passing from or out of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway,

Rates to be paid to the Mersey and Irwell Navigation.

Railway, in or into the said *Mersey* and *Irwell* Navigation, between the said Points of *Hunt's Bank* and *Thostlenest Weir*, and thence into the said Junction Canal hereby authorized to be made, shall be and remain free from and not liable to any Rate, Duty, or Tonnage whatever to the said Company of Proprietors of the *Mersey* and *Irwell* Navigation.

Masters of Boats, &c. to give Account of Lading.

CXX. And be it further enacted, That the Master, Owner, or other Person having the Care of any Boat, Barge, or other Vessel navigating upon the said Canal or Navigation, or any Part thereof, shall from Time to Time give in a just and true Account, in Writing signed by him, to the Collector of the said Tolls, Rates, or Duties, at the Place where he shall attend for that Purpose, of the several Quantities, Qualities, and Weight of the Goods, Wares, Merchandize, and Commodities contained in every Boat, Barge, or other Vessel; and if such Goods, Wares, Merchandize, or Commodities shall be liable to the Payment of different Rates, then such Master, Owner, or other Person shall specify the Quantities liable to the Payment of each Rate; and in case any such Master, Owner, or other Person shall neglect or refuse to give such Account, or refuse to produce his Invoice or Bill of Lading to such Collector, if demanded, or shall give a false Account thereof, 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 sending or consigning such Goods or Things, or his Clerk or Agent, shall sign a false Account thereof, every Person so offending shall forfeit and pay to the said Company of Proprietors the Sum of Five Pounds for every such Offence, over and above all the Tolls, Rates, or Duties which shall be payable for such Goods, Wares, Merchandize, or Commodities.

In case any Dispute respecting the Weight of Goods, Collectors may weigh, &c.

CXXI. And be it further enacted, That if any Difference shall arise between any Collector of the said Tolls, Rates, or Duties, and the Master or Person having charge of any Boat, Barge, or other Vessel, or the Owner of any Goods, Wares, Merchandize, or other Commodities on board thereof, concerning the Weight or Quantity of any such Goods, Wares, Merchandize, or Commodities, it shall be lawful for any such Collector to stop and detain any such Boat, Barge, or other Vessel, and to weigh, measure, and gauge, or cause to be weighed, measured, and gauged, all such Goods, Wares, Merchandize, and Commodities as shall be therein contained; and in case the same shall, on such weighing, measuring, and gauging, appear to be of greater Weight or Quantity than such Master, Owner, or other Person having the Care of such Boat, Barge, or other Vessel affirmed or stated the same to be, then the said Master, Owner, or other Person having the Care of such Boat, Barge, or other Vessel shall pay the Costs and Charges of such weighing, measuring, and gauging; and such Costs and Charges, in case of Refusal of Payment thereof upon Demand, shall and may be levied and recovered in the same Manner as the said Tolls, Rates, or Duties are hereby

Costs of weighing, &c. how to be paid.

appointed to be levied and recovered; but if such Goods, Wares, Merchandize, and Commodities shall appear to be of the same Weight and Quantity, or of less Weight and Quantity than the said

said Master, Owner, or other Person declared the same to be, then the said Company of Proprietors shall pay the Costs and Charges of such weighing, measuring, or gauging, and shall also pay to such Master, Owner, or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, and Commodities, such Damages as shall appear to One or more of His Majesty's Justices of the Peace acting for the said County Palatine of *Lancaster*, on the Oath of One or more credible Witness or Witnesses, to have arisen from such Detention; but in case it shall at any Time be made to appear to the said Justice or Justices, upon the Complaint of the said Company of Proprietors or any of their Officers, and upon the like Oath of One or more credible Witness or Witnesses, that such Stoppage and Detention, and weighing, measuring, and gauging, were without reasonable Ground or vexatious on the Part of any such Collector, then the said Collector shall himself pay the Costs and Charges of such weighing, measuring, or gauging, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, and Commodities, such Damage as shall appear to the said Justice or Justices, on the Oath of One or more credible Witness or Witnesses, to have arisen from such Detention; and in default of immediate Payment thereof by the said Company of Proprietors or by such Collector, as the Case may be, the same shall be recovered from the said Company of Proprietors or the said Collector, as the Case may be, by Distress and Sale of their or his Goods and Chattels, by Warrant under the Hand and Seal or Hands and Seals of the said Justice or Justices; or otherwise by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Navigation to be free on Payment of Tolls.

CXXII. And be it further enacted, That every Person shall have free Liberty to use, with Horses, Cattle, and Carriages, the private Ways and Roads belonging to the said Canal Company (excepting the Towing Paths), for the conveying any Goods, Wares, Merchandize, or other Things to and from the said intended Canal, and the Wharfs, Quays, and Landing Places belonging thereto; and also, with Boats, Barges, and other Vessels, to navigate, pass upon, and use the said Canal, for the Purpose of conveying any Goods, Wares, Merchandize, or Commodities whatsoever thereon respectively; and also to use the said Wharfs, Quays, and Landing Places for the loading and unloading of any Goods or other Things, and the said Towing Paths for the hauling and drawing of such Boats, Barges, and other Vessels, upon Payment of such Rates, Tolls, and Duties for the same respectively as shall be demanded by the said Company, not exceeding the Rates, Tolls, and Duties herein-before mentioned, and subject always to the Rules, Orders, Bye Laws, and Regulations which shall from Time to Time be made by virtue of the Power by this Act given in that Behalf.

Poles, &c. prohibited in navigating, unless of certain Dimensions.

CXXIII. And be it further enacted, That no Boatman, Bargeman, or other Person shall use or apply, in punting or navigating any Boat, Barge, or other Vessel, any Pole, Shaft, or Instrument pointed or spiked with Iron or otherwise, of less Area at each End thereof than Four square Inches; and it shall be lawful for the Agents or

Servants of the said Canal Company to seize such Poles, Shafts, or other Instruments so used or applied and found on board any such Boat, Barge, or other Vessel, or to stop and detain such Boat, Barge, or Vessel until such Poles, Shafts, or Instruments shall be delivered up; and the Master, Owner, or Person having the Care of such Boat, Barge, or other Vessel shall forfeit a Sum not exceeding Ten Pounds for every such Offence.

Places to be made for Vessels to turn and pass each other.

CXXIV. And be it further enacted, That it shall be lawful for the said Canal Company and they are hereby required, in such Parts of the said Canal as shall not be of sufficient Breadth for admitting a Boat, Barge, or other Vessel to turn about, or for Two Boats, Barges, or other Vessels to pass each other, to open and cut proper Spaces and Places adjoining to the said Canal, at such convenient Distances from each other, for the turning and passing of such Boats, Barges, or other Vessels; and that all Boats, Barges, or other Vessels passing upon the said Canal shall, upon meeting any other Boat, Barge, or Vessel, stop at or go back to and be in the said Spaces or Places to be made for that Purpose in such Manner and subject to such Regulations as the Committee of Management shall from Time to Time direct and appoint.

Penalty on Boats, &c. obstructing the Navigation.

CXXV. And be it further enacted, That if any Boat, Barge, or other Vessel shall be placed in any Part of the said Canal, or of the Tunnel, Trenches, Sluices, or Passages belonging thereto, so as to obstruct the Navigation or Passage thereon, and the Person having the Care of such Boat, Barge, or Vessel shall not immediately remove the same or alter the Position thereof upon Request made for that Purpose, he shall for every such Offence forfeit and pay a Sum not exceeding Twenty Shillings, and shall moreover forfeit and pay a Sum not exceeding Five Shillings for every Hour during which such Obstruction shall continue after such Request for Removal thereof shall be made as aforesaid; and it shall be lawful for any of the Collectors, Agents, or Servants of the said Canal Company to cause any such Boat, Barge, or Vessel to be unladen, if necessary, and to be removed in such Manner as shall be requisite for preventing any further Obstruction therefrom, and to seize and detain such Boat, Barge, or Vessel, and the Lading thereof or any Part of such Lading, until the same Penalty or Penalties, and the Charges of such Unloading or Removal, shall be paid; and if any Boat, Barge, or Vessel shall be sunk in any Part of the said Canal, and the Owner or Owners or Persons having the Care thereof shall not without Loss of Time weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Canal Company, or any of them, to cause such Boat, Barge, or Vessel to be weighed and drawn up, and detain and keep the same until Payment shall be made of all Expences thereby necessarily incurred or occasioned.

Boats, &c. sunk to be weighed.

Regulations as to Vessels passing the Locks.

CXXVI. And be it further enacted, That no Boatman or other Person navigating or having the Care of any Boat, Barge, or other Vessel upon the said intended Canal, which shall pass through any Lock to be made thereon, shall suffer the Water to remain in the Lock longer than is necessary for his Boat, Barge, or other Vessel to pass through the

the same, and every such Boatman or other Person as aforesaid, in going down the said intended Canal, shall shut the lower Gates and Paddles of every Lock before he shall draw the Cloughs of the upper Gates thereof, and after he shall have brought his Boat, Barge, or other Vessel into the said Lock he shall then shut the upper Gates and Paddles before he shall draw the Cloughs of the lower Gates thereof, and in going up the said intended Canal towards such head Level such Boatman or other Person, so soon as he shall have passed with his Boat, Barge, or other Vessel into the said Lock, shall shut the lower Gates of the same before he shall draw the Paddles of the upper Gates thereof; and if any Person shall offend in any of these Particulars he shall, on Conviction before One or more Justice or Justices of the Peace for the said County Palatine of *Lancaster*, forfeit and pay the Sum of Forty Shillings.

Boats, &c. to be gauged when required by the Company.

CXXVII. And be it further enacted, That every Owner, Master, or Person having the Charge or Command of any such Boat, Barge, or other Vessel shall, from Time to Time when thereto required, permit and suffer the same to be gauged and measured by such Person as shall be appointed for that Purpose by the said Canal Company or their Committee of Management; and every Owner, Master, or other Person having the Charge or Command of any Boat, Barge, or other Vessel, who shall refuse to permit any such Boat, Barge, or other Vessel to be gauged and measured as aforesaid, and also any Owner, Master, or other Person who shall have the Charge or Command of any Boat, Barge, or Vessel, who shall navigate the same upon the said Canal, or who shall cause or permit such Boat, Barge, or Vessel to be at any Time unloaded without a Stage being laid from the Side of such Boat, Barge, or Vessel to the Bank of the said Canal, in order to prevent any Dirt or Rubbish falling into the same, shall for every such Offence respectively forfeit and pay any Sum not exceeding Five Pounds.

Boats navigating the Canal to have the Names of the Owners registered and painted thereon, and Indexes fixed.

CXXVIII. And be it further enacted, That every Owner, Master, or other Person having the Care or Command of any Boat, Barge, or other Vessel passing upon the said Canal hereby authorized and directed to be made shall cause his Name and Place of Abode, and a progressive Number of his Boat, Barge, or other Vessel, to be registered and entered with the Clerk of the said Company or such other Officer or Officers of the said Company as shall be appointed for such Purpose, and shall also cause such Name, Place of Abode, and Number to be painted in large White Capital Letters and Figures on a Black Ground at the Outside of the Head or Stern of every such Boat, Barge, or other Vessel, higher than the Place to which the same shall sink into the Water when fully laden, and shall also fix on each Side of such Boats, Barges, or other Vessels respectively correct Indexes of Copper, Lead, or other Metal, of such graduated Dimensions, of such convenient Height, and under such Regulations as the Committee of Management 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 clearly ascertained and shown; and every Owner, Master, or other Person having the Care or Command of any such Boat, Barge, or other Vessel, who shall navigate the same upon the

said

said Canal without having such Names, Figures, or Indexes 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, Figure, or Index, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds nor less than Forty Shillings.

Owners of Boats, &c. to be answerable for Damage done by their Vessels, Horses, or Servants.

CXXIX. And be it further enacted, That the Master or Owner of any Boat, Barge, or Vessel navigating or passing upon the said Canal shall be and he is hereby made answerable for all such Damage, Spoil, or Mischief as shall be done by his Boat, Barge, or Vessel, or the Horses used in drawing the same, or by any of the Boatmen, Watermen, or others belonging to or employed in or about the same respectively, unto any of the Bridges, Weirs, Locks, Dams, Engines, Trenches, Sluices, or other Works in, upon, or belonging to the said Canal, either by loading or unloading or by navigating any such Boat, Barge, or Vessel, or by any other Means whatsoever, or done to the Owners or Occupiers of any Buildings, Lands, or Tenements adjoining or lying near the said Canal, and for any Trespass whatsoever contrary to the several said Directions and Restrictions in this Act contained or any of them; and every such Master or Owner shall, upon Conviction before any Justice of the Peace, either upon Confession or upon the Oath or Oaths of One or more credible Witness or Witnesses (which Oath or Oaths such Justice is hereby empowered and required to administer), pay the Person or Persons injured the Damages to be ascertained by such Justice, provided such Damages do not exceed the Sum of Ten Pounds; and upon Nonpayment on Demand, the same shall be levied by Distress and Sale of the Goods and Chattels of such Master or Owner in like Manner as any other Penalties or Forfeitures are by this Act directed to be levied; or if the Damages shall exceed the Sum of Ten Pounds, then the same may be sued for and recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Owners may recover from their Servants.

CXXX. And be it further enacted, That if any Owner of any Boat, Barge, or Vessel navigating or passing on the said Canal shall be compelled to pay any Penalty, or to make Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of his Servants, Boatmen, or Watermen, or any of them, then and in such Case every such Servant, Boatman, and Waterman shall be liable to repay such Penalty or Satisfaction for Damages, with the Costs attending the same, to such Owner; and in case of Nonpayment thereof upon Demand, and Oath made by such Owner of the Payment by him of such Penalty or Satisfaction for Damages, and that the same and the Costs thereof have not been repaid to him by such Servants, Boatmen, or Watermen, or any of them, although demanded, (such Oath to be made before any Justice of the Peace for the said County Palatine of *Lancaster*,) the Amount thereof shall be recovered in like Manner as any Penalty is hereby directed to be recovered.

Penalty on Persons floating Timber on Canal,

CXXXI. And be it further enacted, That if any Person shall float any Timber upon the said Canal, or shall navigate on the said Canal any Boat or Vessel laden with Timber which shall lie over the Sides of such Boat or Vessel in such a Way as to obstruct the Passage of any other

other Boat or Vessel, and shall not, immediately upon Notice given of such Obstruction, haul or draw back such Timber, Boat, or Vessel into such Place as shall be made or be proper for Boats or other Vessels to pass each other, or shall not otherwise remove the same so as to make free Passage for other Boats or Vessels; or if any Person shall wilfully throw any Ballast, Gravel, Stones, Rubbish, or other Matter or Thing into any Part of the said Canal, or into the said Tunnel, and any Trenches, Sluices, or Passages for Water to be made in pursuance of this Act; or if any Person shall wantonly or unnecessarily open or draw, or cause to be opened or drawn, any Lock, Paddle, Valve, or Sluice belonging to the said Canal, or shall wilfully flush or draw off, or cause to be flushed or drawn off, the Water from any Part of the said Navigation, or shall leave any of the Gates or Sluices of any Lock open after any Boat or Vessel shall have passed through the same (except in such Cases as herein-before otherwise ordered), or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act; every such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds nor less than Forty Shillings.

obstructing the Navigation, throwing Ballast, &c. into the Canal, unnecessarily opening Locks, wasting the Water, or hindering the Execution of this Act.

CXXXII. And be it further enacted, That if any Person shall wilfully, maliciously, and to the Prejudice of the said Navigation break, throw down, or destroy any Bridge, Bank, Lock, Erections, or Buildings or other Works to be erected and made by virtue of this Act, every Person so offending, on being lawfully convicted, shall be transported, as a Felon is directed to be transported by the Laws and Statutes of this Realm, for any Term not exceeding Fourteen Years; or otherwise the Court before whom such Person shall be convicted may, in mitigation of such Punishment (if they shall think fit), award such other Punishment as the Law directs in Cases of Larceny.

Punishment of Persons wilfully destroying Works.

CXXXIII. And be it further enacted, That in case any Person shall bathe in the said Canal, or in any Waterway, Reservoir, Feeder, or Pond, being the Property of the said Company, without the Permission of the said Company or their Agents, it shall be lawful for any Justice of the Peace for the said County Palatine of *Lancaster*, and he is hereby required, upon Complaint made to him by One or more credible Witness or Witnesses of any such Offence, to issue a Warrant to apprehend the Party so accused, or it shall be lawful for any Person who shall see such Offence committed to apprehend, and also for any Person to assist in apprehending the Offender, and by Authority of this Act, without any other Warrant, to deliver him into the Custody of a Peace Officer, in order to be secured and conveyed before some Justice of the Peace for the said County; and on the Party accused being brought before some Justice such Justice shall proceed to examine upon Oath any Witness who shall appear and be produced to give Evidence touching such Offence; and such Party, being convicted, either by his Confession or upon such Evidence as aforesaid, shall for every such Offence respectively, and if more than One shall severally, forfeit and pay any Sum not exceeding Forty Shillings; and in case such Offender shall not upon Conviction forthwith pay such Penalty by him, her, or them incurred, such Justice is hereby required to commit such Offender to the Common Gaol

Penalty on Persons bathing in Canal.

or House of Correction for the said County, there to be kept to hard Labour for any Time not exceeding One Calendar Month, and such Offender shall not be discharged before the Expiration of the Time for which he be so committed, unless such Penalty as aforesaid be sooner paid.

Punishment of Persons damaging Fences.

CXXXIV. And be it further enacted, That in case any Person shall break down, destroy, carry away, or damage any Gate, Stile, Post, Rail, or other Fence to be put up or placed under the Authority of this Act, for the fencing off the Towing Paths of the said Canal, Reservoirs, Feeders, or any other Works thereunto belonging (such Offence not amounting to Felony), any Person so offending, and being thereof convicted before any Justice of the Peace (not interested in the Premises) for the said County Palatine of *Lancaster*, on the Confession of the Offender, or on Proof of the Offence on the Oath of One or more credible Witness or Witnesses (which Oath such Justice is hereby empowered and required to administer), shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds; and no Person shall be deemed incompetent to give Evidence of such Offence by reason of his being a Proprietor of the said Canal hereby directed to be made, or the Owner of such Gate, Stile, Post, Rail, or other Fence; and in case such Offender shall not immediately pay such Penalty, or find Securities to the Satisfaction of such Justice for the Payment thereof at such future Day as he shall think proper to appoint, it shall be lawful for such Justice to cause the same to be forthwith levied by Distress and Sale of the Goods and Chattels of the Offender, by Warrant under his Hand and Seal, returning the Overplus (if any) to the Owner of such Goods and Chattels, after deducting such Penalty, and the Costs and Charges of such Distress and Sale; and one Half of such Penalty shall be paid to the said Company or other the Owner of such Gate, Stile, Post, Rail, or Fence so broken, destroyed, or carried away, and the other Half thereof shall go and be paid to the Informer; 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 Township where such Offence shall be committed, for the Benefit of such Poor, and in that Case the Offender shall (over and above the Payment of such Penalty as last mentioned) make such Recompence and Satisfaction to the Owner of such Gate, Stile, Post, Rail, or Fence, for the Damage done thereto by such Offender, as the Justice before whom he shall be convicted of such Offence shall think fit to allow in respect thereof, such Allowance for Damage to be added to such Penalty, and levied therewith in manner before mentioned, and for Want of such Distress such Justice shall and may commit the Offender to the Common Gaol of the said County, there to be kept to hard Labour for any Time not exceeding Three Calendar Months.

Penalty for leaving Rubbish &c. on the Towing Path.

CXXXV. And be it further enacted, That if any Person shall throw, cast, or lay on any Part of any Bank or Towing Path belonging to the said Canal any Dung or Manure, Dust, Ashes, Rubbish, or other Matter, otherwise than on the Wharfs and other Places to be made

made and provided for the loading and unloading of Goods, Wares, and Merchandize, every such Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings, to be recovered and applied in such Manner as other Penalties under this Act are directed to be recovered and applied.

Penalty on Lock Keepers giving any Preference.

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

Lords of Manors and Owners may make Wharfs on their own Lands.

CXXXVII. And be it further enacted, That it shall be lawful for the Lord of any Manor, and the Owner of any Lands or Grounds through or by which the said Canal shall pass, to erect and use any Wharfs, Quays, Landing Places, Cranes, Weighing Machines, or Warehouses in or upon his Waste Lands or Grounds adjoining or near to such Canal, and to land any Goods upon such Wharfs or Landing Places, or upon the Banks lying between the same and the said Canal, but so nevertheless that no such Wharf, Quay, Landing Place, Crane, Weighing Machine, or Warehouse shall be made, erected, or set up on the Towing Path Side of the said Canal, without the special Licence and Consent of the said Company; and all Tolls which shall be paid for the Use of such Wharfs, Quays, Landing Places, Cranes, Weighing Machines, and Warehouses respectively shall be and the same are hereby accordingly vested in the Lord of such Manor or the Owner of such Lands or Grounds who shall make and erect the same as aforesaid, and his Representatives.

Allowing the Owners and Occupiers of Lands to make Branch Canals and Railways.

CXXXVIII. And be it further enacted, That it shall be lawful for the Owners and Occupiers of the respective Lands or Grounds adjoining or near to the said Canal and Tunnel, or any other Person whomsoever, to cut or make, either upon their own Lands or upon the Lands of other Persons, with the Consent of such other Persons, any collateral Branch or Railway from their respective Lands to communicate with the said Canal, so that such collateral Branches be in all Cases made in such Manner as not to impede or prejudicially affect, and so that the making thereof do not impede or prejudicially affect, the free Use and Enjoyment of the said Canal, Navigation, and Works hereby authorized to be made, and the free and uninterrupted Passage of the Goods, Wares, and Merchandize carried upon such Canal, and so that the Junction with all such Branches be in all Cases made under the Direction and Superintendence of the Surveyor or Engineer of the said Company of Proprietors hereby incorporated for the Time being: Provided always, that the Person or Persons making every such Branch shall give to the said Company Twenty Days previous Notice of his or their Intention to make such Openings, and he or they shall also make, erect, and maintain to such Branch, to the Satisfaction of the said Company, a proper and sufficient Stop Gate

Gate or Stop Gates in order to prevent the Water from being drained or wasted out of the said Canal by means of making any such Branch to communicate therewith as aforesaid: And provided also, that in every Case where such Branch shall be made or be intended to be made so as to cut through, injure, or damage the Towing Path of the said Canal, the Person or Persons making such Branch shall erect and build, previous to such cutting through, Injury, or Damage, and at all Times thereafter maintain, repair, and support, as Occasion shall require, a Bridge over such Branch, of such Dimensions and Construction and in such Situation as shall be approved of by any Two Justices of the Peace for the said County Palatine of *Lancaster*, with proper Approaches to such Bridge from and to the Towing Path of the said Canal suitable for the Use and Convenience of the Men and Horses employed in the towing, hauling, or drawing of Boats, Barges, or other Vessels passing upon the said Canal, such Bridge to be built of Brick, Stone, or Iron; and the said Company shall not receive any Tonnage for the passing of any Goods or other Things along such Branch or Branches, Railway or Railways, so to be made by any such Owner or Occupier or Person or Persons as aforesaid, and such Branch or Branches shall be kept in perfect Repair and well cleansed by the Owners thereof respectively.

Compensation for Damages not herein-before provided for.

CXXXIX. And be it further enacted, That if at any Time or Times hereafter any Person shall sustain any direct or consequential Damage in his Lands or Property by reason of the Execution of any of the Powers given by this Act, for which a Compensation or Remedy is not herein-before provided and given to such Person, then and in every such Case such Damages shall from Time to Time be settled and ascertained or assessed by a Jury, and the Sum of Money to be paid for the same shall be levied, recovered, and applied in such and the same Manner as herein-before directed with respect to such Damages as are herein-before provided for, and the Money to be paid as a Recompence for the same.

To authorize Persons to use Water from Canal for condensing Water for Steam Engines.

CXL. And be it further enacted, That it shall be lawful for the Owners of any Lands near or adjoining to the open Part of the said Canal upon which any Steam Engine now is or shall be erected to make a Communication between the Water therein and any such Steam Engine by means of One or more Metal Pipe or Pipes of sufficient Strength and Thickness and so constructed as to prevent any Leakage or Waste of Water, and to draw from the said open Part of the said Canal such Quantities of Water as shall be sufficient to supply the said Engine with cold Water for the sole Purpose of condensing the Steam used for working any such Engine as aforesaid: Provided always, that the Proprietor of every such Engine shall return into the open Part of the said Canal, in every Day in which he shall use such Engine, a Quantity of Water on the same Level on which it shall be taken equal to the Quantity so taken on every such Day from the said Canal (the inevitable Waste thereof by condensing such Steam only excepted), so that no Obstruction shall arise therefrom to the said Navigation: Provided also, that such Water so taken shall be applied to the working of such Engine,

Engine, and to no other Use or Purpose whatsoever; and that, except as to such Rights as are herein reserved, the Company of Proprietors hereby incorporated shall not supply, or cause, permit, or suffer any Person or Persons to be supplied, from the said intended Canal, with any Water for any other Purpose than for condensing Steam to be used as aforesaid; and that any Person laying any Pipe in the said Canal as aforesaid, for the Purpose of obtaining Water to condense Steam as aforesaid, shall and is hereby required to make good the Bank of the Canal where the same shall be placed, and to repair, at his own proper Costs and Charges, and to the Satisfaction of the Engineer or Agent of the Company hereby incorporated, all such other Damages as may arise from the laying in of such Pipe, in such Manner and at such Times as shall cause as little Let, Hindrance, or Molestation as may be to the said Navigation or to the Persons using the same: Provided nevertheless, that no Person shall take any Water from the Tunnel hereby authorized to be made on any Account or Pretence whatsoever without the Licence of the said Company hereby incorporated, nor shall any Person take any Water from any other Part of the said Canal for the Use of any such Engine without giving One Calendar Month's previous Notice in Writing of such his Intention to the said Company of Proprietors hereby incorporated, in order that the said Company may appoint a Person to inspect the Premises on their Behalf, and to take care that the said Pipe is of proper Strength and Thickness, and be laid into the Bank at a convenient Time to the said Company, and in a proper Manner, according to the Intent and Meaning of this Act; and if any Dispute shall arise between the said Company of Proprietors and any Person who shall be desirous of taking Water out of the said Canal for the Purposes of any such Engine, or who shall be in the Use of taking the same therefrom, such Dispute shall be finally settled and determined in such Manner as other Disputes are by this Act directed to be settled and determined.

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

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

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

CXLII. And be it further enacted, That when and as often as any Sum of Money shall be directed or ordered to be paid by any Justice of the Peace in pursuance of this Act as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Company or any Person acting by or under their Authority, and such Sum of Money shall not be paid by the said Company to the Party entitled to receive the same within Ten Days after Demand in Writing shall have been made from the said Company in

in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Company by virtue of this Act, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Sum of Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the said Company, or to their Treasurer for the Time being: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

Justices may proceed by Summons in the Recovery of Penalties.

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

For Recovery of Penalties.

CXLIV. And be it further enacted, That all Complaints and Informations of and for Offences against this Act, or any Rule, Order, or Bye Law to be made in pursuance thereof (except in Cases where the Manner of hearing and determining thereof is herein-before otherwise directed), shall and may be made before any One Justice of the Peace for the County Palatine of *Lancaster*, and such Justice is hereby authorized and empowered to take cognizance thereof, and to summon the Person complained of to appear before him, or, upon Complaint upon Oath, to issue his Warrant for the Apprehension of any such Person, and upon the Appearance or Non-appearance of any such Person pursuant to such Summons, or upon such Person being apprehended with such Warrant, to hear the Matter of every such Complaint or Information by Examination of any Witness upon Oath, and to make such Determination thereon as such Justice shall think proper; and upon Conviction of any Person such Justice shall and may issue a Warrant under his Hand and Seal for levying the Penalty or Forfeiture by virtue

virtue of this Act or of any Bye Law made in pursuance thereof imposed for such Offence, together with the Costs of Conviction, to be ascertained by such Justice, by Distress and Sale of the Goods and Chattels of the Person so convicted; and in case such Penalty or Forfeiture shall not be forthwith paid it shall and may be lawful for any such Justice to order any Person so convicted to be detained and kept in safe Custody until Return can be made to such Warrant of Distress, unless the Offender shall give sufficient Security to the Satisfaction of such Justice of his Appearance before such Justice, or before some other Justice of the Peace for the said County or Place in which such Offence shall be committed, on such Day as shall be appointed for the Return of such Warrant of Distress (such Day not being more than Seven Days from the taking of any such Security), and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty or Forfeiture and Costs as aforesaid, and such Penalty or Forfeiture and Costs shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice, either by the Confession of the Offender or otherwise, that the Offender hath not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Fines, Costs, and Charges may be levied were a Warrant of Distress issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal to commit such Offender to the Common Gaol or House of Correction for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture, and all reasonable Charges attending the Recovery thereof, shall be sooner paid and satisfied; and all such Fines, Penalties, and Forfeitures when recovered shall, where the Application is not otherwise directed by this Act, be paid into the Hands of the Treasurer or Treasurers of the said Company, and shall be applied and disposed of towards defraying the Expences of the said Navigation; and the Overplus (if any) arising from such Distress and Sale, after Payment of the Penalty, and the Costs and Charges attending the same, shall be returned, upon Demand, to the Owner of the Goods and Chattels so distrained.

For Apprehension and Committal of Offenders in certain Cases.

CXLV. And be it further enacted, That it shall be lawful for any Person who shall see any Offence committed against this Act by any Person destroying or doing any wilful Damage to the said Canal or any other Works by this Act authorized to be made, contrary to any of the Provisions herein-before contained, to apprehend and detain any such Offender without any Warrant or other Authority than this Act, and to convey such Offender or cause him to be conveyed by some Constable or other Peace Officer before any Justice of the Peace for the said County Palatine of *Lancaster*, who shall forthwith proceed against such Offender according to the Provisions in this Act contained.

Power for Committee to give Informer Part of the Penalties.

CXLVI. Provided always, and be it further enacted, That it shall be lawful for the Committee of Management of the said Company from Time to Time, if they shall think fit, to pay and apply any Part of the said Penalties, Forfeitures, and Fines to and for the Use of the Informer

Informer or Informers or other Person aiding or assisting in the Apprehension of any Offender or Offenders therein, or any of them.

CXLVII. And be it further enacted, That every Justice of the Peace before whom any Person shall be convicted of any Offence against this Act shall and may cause the Conviction to be drawn up in the following Form of Words, or any other Form of Words to the same Effect; (that is to say,)

Form of Conviction.

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

Persons making Distress irregularly not to be deemed Trespassers ab initio.

CXLVIII. And be it further enacted, That where 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 the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant, or Distress, or other Proceeding relating thereto, nor shall the Party distraining be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by the Party distraining, but the Person aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damages in an Action upon the Case.

Proceedings not to be quashed for Want of Form, or removed by Certiorari.

CXLIX. And be it further enacted, That 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 any other Writ or Process whatsoever into any of His Majesty's Courts of Record at *Westminster* or elsewhere.

For compelling Witnesses to attend.

CL. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter of Fact contained in the Information or Complaint of any Offence committed against this Act, either on the Part of the Prosecutor or the Person 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 Costs and Charges, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath (or, in case of a Quaker, on solemn Affirmation,) and to give Evidence before such Justices of the Peace, then and in either of the said Cases every

every such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Officers under this Act not to be incompetent Witnesses.

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

Clerk of the Company may grant Releases to Witnesses.

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

Punishing Persons giving false Evidence.

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

Appeal to Quarter Sessions.

CLIV. Provided always, and be it further enacted, That any Person thinking himself aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye Law, or Order of the said Company of Proprietors or their Committee, or by the Order or Determination of any Justice of the Peace, in pursuance of this Act, may, within Six Calendar Months after such Order shall be made or given, complain to the Justices of the Peace at the General or Quarter Sessions of the Peace to be held in and for the said County

Palatine of *Lancaster*, the Person appealing having first given at least Ten Days clear Notice in Writing of such Appeal, and of the Nature and Matter thereof, to the Person appealed against or to the Clerk of the said Company, and forthwith after such Notice entering into a Recognizance before some Justice of the said County, with Two sufficient Sureties, conditioned to try such Appeal, and to abide the Order and Award of the said Court thereupon; and the said Justices, upon due Proof of such Notice and Recognizance having been given and entered into, shall in a summary Way hear and determine such Complaint at such General or Quarter Sessions of the Peace to be held for the said County, or, if they think proper, adjourn the Hearing thereof until the next General or Quarter Sessions of the Peace to be held for the said County, and if they see Cause may mitigate any Forfeitures or Fines, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, and shall and may also award such further Satisfaction to be made to the Party injured, or such Costs to either of the Parties, as they shall judge reasonable and proper; and all such Determinations of the said Justices shall be final, binding, and conclusive upon all Parties to all Intents and Purposes whatsoever.

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

CLV. Provided always, and be it further enacted, That no Plaintiff shall recover in any Action to be commenced against any Person for any thing done in pursuance of this Act unless Notice in Writing shall have been given to the Defendant, or left at his last or usual Place of Abode, Thirty Days before such Action shall be commenced, of such intended Action, signed by the Attorney for the Plaintiff, specifying the Cause of such Action, nor shall the Plaintiff recover in such Action if Tender of good and sufficient Amends shall have been made to him or his Attorney by or on behalf of the Defendant before such Action brought, nor if such Tender of Amends shall be made at any Time after the said Action brought and before the Trial thereof, with Costs of Suit to the Time of such last-mentioned Tender, but on Proof of such Tender on any Trial to be had in such Action the Plaintiff shall be nonsuited, and shall pay Treble Costs, to be recovered in the same Manner as any Defendant may recover Costs in any other Case by Law; or in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he 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.

For Service of Notices, &c. on the Company.

CLVI. And be it further enacted, That in all Cases wherein it may be requisite or necessary for any Person or Party to serve upon the said Company any Notice, Writ, or other legal Proceeding, or Proceedings in Equity, the Service upon One of the Committee of Management to be appointed by virtue of this Act, or left at his last or usual Place of Abode, or upon the Clerk of the said Company, or left at the Office or usual Place of Abode of such Clerk, or upon any Agent or Officer of the said Company, or left at his last or usual Place

Place of Abode, shall be deemed good and sufficient Service of the same respectively upon the said Company.

Limitation of Actions.

CLVII. And be it further enacted, That if any Action, Suit, or Information shall be brought or commenced by any Person for any thing done or to be done in pursuance of this Act, or in execution of the Powers and Authorities or the Orders and Directions herein-before given or granted, every such Suit or Information shall be brought or commenced within Six Calendar Months next after the Fact shall have been committed, or, in case there shall be a Continuance of Damages, then within Six Calendar Months next after the doing or committing of such Damage shall have ceased, and not afterwards, and shall be laid or brought within the said County Palatine of *Lancaster*, and not elsewhere; and the Defendant in such Action or Suit shall and may, at his Election, plead specially, or plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by Authority of this Act; and if it shall appear to have been so done, or if any Action, Suit, or Information shall be brought after the Time so limited for bringing the same, or shall be brought in any other County than as aforesaid, then and in such Case the Jury shall find for the Defendant; and in such Case also, or if the Plaintiff shall become nonsuit, or suffer a Discontinuance of his Action, Suit, or Information after the Defendant shall have appeared thereto, or if any Verdict shall pass against the Plaintiff, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for the Recovery of the same as any Defendant hath in other Cases by Law.

If Land not contracted for within Two Years, Power to take Property on Compulsion to cease.

CLVIII. And be it further enacted, That unless the said Company shall, within the Space of Two Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Canal or other Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with the Consent in Writing of the Owners and Occupiers thereof respectively).

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

CLIX. And be it further enacted, That in case the said Navigation and the several Works herein-before described, and intended to be carried into effect under the Authority of this Act, shall not have been completed within the Space of Seven Years from the passing of this Act, then and from thenceforth all the Powers and Authorities given by this Act for making the said Navigation and Works shall cease and determine, as to all such and so much of such Works as shall not have been completed within such Time, but without Prejudice to all or any of the Rights, Powers, and Privileges as to such and so much of the said Navigation and Works as shall have been completed within such Time as can or may be made beneficial or available to the said Company, and also saving all such Matters and Things

Things as shall have been transacted and such Contracts and Agreements as shall have been made in pursuance of the Powers herein contained, and so that the said Company of Proprietors be not discharged from any Liability or Obligation to any Person or Corporation arising out of the Provisions herein contained.

Provision for Deficiencies of Land Tax.

CLX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or into which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax), be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

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

CLXI. And be it further enacted, That the said Canal, Tunnel, Reservoirs, Feeders, and other Works hereby authorized to be made shall not be under the Survey or Order of any Commissioners of Sewers, nor subject to a Commission of Sewers, or any Law or Statute made for Sewers, any Law or Statute to the contrary in anywise notwithstanding.

Mill Owners may erect Bridges across the Branch Canal.

CLXII. Provided also, and be it further enacted, That it shall be lawful and competent for the several Persons named in the Schedule (B.) hereunto annexed, being Owners and Proprietors of Lands adjoining the said Branch Canal or Cut, and his, her, and their respective Executors, Administrators, and Assigns, and their respective Agents and Servants, at their own Expence, to construct and build, and to continue, repair, maintain, rebuild, and renew, any Bridge or Bridges across the said Branch Canal or Cut of such a Height as will not obstruct the public Navigation or Passage of Boats, Flats, Barges, and other Vessels thereupon, with their Cargoes or Lading, so nevertheless that in the constructing, building, or repairing of any such Bridge the Navigation of the said present Branch Canal or Cut, or the free and uninterrupted Passage along any Street or Road within the said Town of *Manchester*, be not in anywise impeded or obstructed.

The Company to cleanse the

CLXIII. Provided also, and be it further enacted, That the said Company of Proprietors and their Successors shall at all Times hereafter,

after, at their own Expence, cleanse, empty, and keep clear and fit and proper for the public Navigation and Passage of all Boats, Barges, Flats, and other Vessels navigating and passing through and along the said Branch Canal and Cut, and their Cargoes and Lading, the whole Length of the said Branch Canal and Cut, and shall and will also at all Times hereafter, at their own Expence, puddle the Bottom, Sides, and Banks thereof, or otherwise preserve and keep the same Watertight, and keep in good Repair and Condition all Walls, Quays, Locks, Piers, and Embankments on the Sides thereof (except the Walls of private Quays or Wharfs), and repair and make good all Damage or Dilapidation which may be done or occasioned to any Factory, Mill, Dwelling House, or other Buildings whatsoever contiguous or near to the said Branch Canal or Cut, by or by means of or in consequence of the public Navigation thereof in anywise.

present Branch Canal, and to repair all the Walls, Quays, &c.;

CLXIV. Provided also, and be it further enacted, That the said Company shall at all Times for ever hereafter, at their own Expence, cleanse, empty, and keep clear and fit and proper for the Navigation and Passage of all Boats, Flats, Barges, and other Vessels navigating and passing through and along the said present Branch Canal and Cut, the Distance of Twenty-five Yards of a certain other Branch Cut extending in a north-easterly Direction from the said first mentioned Branch Canal or Cut into and through Land belonging to *Peter Ewart* the elder and *Elizabeth Rothwell*.

and Twenty-five Yards in Length of the adjoining Branch.

CLXV. Provided also, and be it further enacted, That whenever there shall be a Stoppage of Boats, Flats, Barges, or other Vessels upon or at the said Branch Canal or Cut, it shall not in any such Case be lawful or competent for the said Company, or their Agents or Servants, to allow any Two of such Boats, Flats, Barges, or other Vessels, the Width of which both together shall exceed Fifteen Feet, to remain abreast or alongside of each other in the said Branch Canal or Cut; and the said Company are hereby authorized and empowered, by their actual or reputed Servants or Agents, to tow, draw, and remove therefrom, backward from the Locks near the Westerly End of the said Branch Canal or Cut, or in any other Direction which may be convenient for the Purpose, any such Boats, Flats, Barges, or other Vessels which shall lie or be abreast or alongside of each other in such Branch Canal or Cut, and shall occupy together a Space thereof exceeding Fifteen Feet in Width, and they are hereby empowered to prevent by all reasonable Means any Vessels separately exceeding Seven Feet Six Inches in Width from being or passing abreast so as to occasion any Obstruction of Passage to any Boats, Flats, Barges, or other Vessels coming to or going from the Mills, Factories, Buildings, Wharfs, or Lands of the said Parties respectively whose Names are mentioned in the said Schedule (B.), or their respective Executors, Administrators, or Assigns; and in case any Two or more of such Boats, Flats, Barges, or other Vessels of the Width aforesaid shall continue to be abreast or alongside of each other in the said Branch Canal or Cut, so as to obstruct or impede the Approach or Passage of any Boat, Flat, Barge, or other Vessel coming to or going from any Mill, Factory, Building, Wharf, or Land belonging to any of the Persons whose Names are mentioned in the said Schedule (B.), then and in

The Company not to allow Boats to remain abreast in the present Branch Canal.

every such Case the Owners or Owner of any such Boat, Flat, Barge, or other Vessel creating such Obstruction shall be liable to and shall forfeit and pay to the Person or Persons to or from whose Premises such Boat, Flat, Barge, or other Vessel shall be coming or going, a Sum not exceeding Twenty Shillings for every Hour's Detention of each such Boat, Flat, Barge, or other Vessel, by way of liquidated Damages, to be recovered by Action of Debt in any of the Courts of Common Law at *Westminster* or in the Court of Common Pleas at *Lancaster*.

The Mill Owners to be at liberty to remove Boats, &c. obstructing the Navigation;

CLXVI. Provided also, and be it further enacted, That it shall at all Times hereafter be lawful and competent for the said Parties respectively whose Names are mentioned in the said Schedule (B.), and their respective Executors, Administrators, and Assigns, at their Discretion, to enter upon, and to tow, draw, and remove backward as aforesaid, or in any Direction necessary or proper for the Purpose, any Boat, Flat, Barge, or other Vessel, or Boats, Flats, Barges, or other Vessels, which may necessarily obstruct or impede in any Manner the Access, Approach, or Passage of any Boat, Flat, Barge, or other Vessel coming to or going from the Mill, Factory, Building, Wharf, or Land of any of the said Persons whose Names are mentioned in the said Schedule (B.), their Executors, Administrators, or Assigns; and in every such Case the Owner or Owners of every such Boat, Flat, Barge, or other Vessel creating such Obstruction shall remain liable to the Payment of such liquidated Damages for previous Detention as herein-before is mentioned.

and to load and unload Flats, &c. at their Mills, &c.

CLXVII. And be it further enacted, That it shall be lawful and competent for the said several Persons whose Names are mentioned in the said Schedule (B.), and their respective Executors, Administrators, and Assigns, during the said Term, to load and unload Boats, Flats, Barges, and other Vessels at their respective Mills, Factories, Buildings, Wharfs, and Lands contiguous to the said Branch Canal or Cut, and to cause such Boats, Flats, Barges, and other Vessels to remain and lie along the Side thereof, but not any Two abreast, so long as shall be necessary or convenient for loading or unloading the same, as the Case may be.

The Company not to moor Vessels in the present Branch Canal, except as the Owners of adjoining Lands.

CLXVIII. Provided always, and be it enacted, That it shall not be lawful or competent for the said Company, unless they become the Owners or Occupiers of any of the Lands or Buildings contiguous to the said Branch Canal or Cut, nor shall it be lawful or competent for any other Person or Persons whomsoever, except only the Owners or Occupiers for the Time being of the Factories, Buildings, or Lands lying contiguous to the said Branch Canal or Cut, to moor or fasten any Boat, Flat, Barge, or other Vessel, laden or unladen, in any Part of the said Branch Canal or Cut, or to permit the same to remain or be therein except in a Course of actual Passage; but nevertheless it shall and may be lawful at all Times hereafter for the Owners and Occupiers for the Time being of the Mills, Buildings, and Lands contiguous to the said Branch Canal or Cut to moor or fasten any Boat, Flat, Barge, or other Vessel within that Part of the said Branch Canal or Cut which is contiguous to his, her, or their Mill, Building, or Land, but

but so as not to obstruct the free Passage thereof beyond One Boat's Breadth; and if any Person whomsoever (except as aforesaid) shall at any Time hereafter moor or fasten any Boat, Flat, Barge, or other Vessel in the said Branch Canal or Cut, it shall be lawful and competent for the several Persons whose Names are mentioned in the said Schedule (B.), and also for the said Company, to unmoor or loosen every such Boat, Flat, Barge, and other Vessel from its Moorings and Fastenings, and to tow, draw, and remove the same therefrom backward from the said Locks, or in any other Direction which may be convenient for the Purpose of removing such Obstruction.

Time of cleansing the Branch Canal.

CLXIX. Provided also, and be it further enacted, That the said Company shall cleanse out the said Branch Canal or Cut, and the said Twenty-five Yards in Length of the said other Branch Cut extending therefrom in a North-easterly Direction, in the *Whitsun* Week in every Year, if necessary for the Purposes of the said Navigation, or at such other Times as the Water in the Pond of the *Rochdale* Canal lying between the Locks called the *Tib Lock* and the *Oxford Road Lock* shall be let off, and not oftener, except in Cases of Necessity.

Not to prejudice Rights of Proprietors of Lands on Banks of Branch Canal.

CLXX. Provided also, and be it further enacted, That nothing in this Act contained shall extend to alter, prejudice, diminish, or take away the Rights and Privileges which all and every or any of the Owners, Proprietors, and Tenants of any Mills, Buildings, Wharfs, or Lands upon the Banks of the said Branch Canal or Cut, and the said other Branch Cut, now possess or enjoy of navigating, with Boats, Flats, Barges, and other Vessels, from and out of the said *Rochdale* Canal, upon or along the said Branch Canal or Cut, and the said other Branch Cut, to their said Mills, Buildings, Wharfs, or Lands, and all and every or any other Rights, Liberties, Easements, and Privileges which they severally now possess or enjoy and are legally entitled to with respect to the *Rochdale* Canal, and with respect to, and of, into, within, under, over, or across the said Branch Canal or Cut, and the said other Branch Cut now being an Extension thereof, or the Bridges, Tunnels, and Towing Paths made and to be made over the same or contiguous or near thereto, or to the said Space of Ten Yards and Six Inches wide, or to any other Rights, Liberties, Easements, and Privileges which they now respectively possess or enjoy with respect to the laying of Pipes or otherwise, except the Right to charge for Tonnage for passing thereon, and also except so far as the same Liberties and Privileges, or any of them, are either hereby expressly abridged, altered, or withdrawn, or are or may be inconsistent with the Powers and Privileges hereby expressly given or granted to the said Company; and such respective Owners and Proprietors, and their respective Heirs, Executors, Administrators, and Assigns, shall be at full Liberty and they are hereby respectively authorized and empowered to navigate, with Boats, Flats, Barges, and other Vessels, from and out of the said *Rochdale* Canal, upon and along the said Branch Canal and the said Extension thereof, to their Mills, Buildings, Wharfs, or Lands, or to any other Mills or Buildings or Works which may at any Time hereafter be built or constructed thereon, without paying or being subject or liable to pay any Tolls, Tonnage Rates,

Rates, or Duties in respect thereof, they the said Owners, Proprietors, or Tenants not thereby impeding the Navigation of the said Canal.

The Company to provide condensing Water under certain Circumstances.

CLXXI. Provided also, and be it further enacted, That the said Company shall at all Times hereafter, at their own Expence, from Time to Time provide, to and for all and every the Mills, Buildings, or Works erected or to be erected or established on or near to the said present Branch Canal or Cut, or the said present Extension thereof, a sufficient Supply of Water for condensing and other usual Purposes, in case the Water in the said present Branch Canal or Cut, or the said present Extension thereof, shall be drawn off or diminished by means or in consequence of the said Company of Proprietors making or at any Time or Times hereafter repairing the said intended Locks, Tunnels, and other Works, or any of them, during the Time or respective Times when the said Water shall be so drawn off or diminished as aforesaid, and shall make good all Charges, Damages, and Expences which the Owners or Occupiers for the Time being of the said Mills, Buildings, or other Works shall or may sustain or incur in consequence of such Deprivation or Diminution of Water as aforesaid, or by the Obstruction and Discontinuance of the Navigation of the said present Branch Canal or Cut, or the said present Extension thereof, during and by reason of the making or repairing of the said intended Locks, Tunnels, or other Works as aforesaid.

Not to raise the Bridge across Great Bridgewater Street above a certain Height without Consent.

CLXXII. Provided always, and be it further enacted, That it shall not be lawful or competent for the said Company, without the previous Consent in Writing under the Hands and Seals of *Vernon Royle*, *Thomas Crompton*, *William Galloway*, *James Bowman*, and *William Glasgow*, *Thomas Worthington*, *John Clarke*, *William Sterling*, *Walter Sterling*, and *Joseph Beckton*, or the Owners or Occupiers of the Lands or Buildings adjoining or near to the Bridge at or near *Great Bridgewater Street*, or their respective Executors, Administrators, or Assigns, at any Time or Times hereafter to raise the present Bridge over the said present Branch Canal or Cut at *Great Bridgewater Street* aforesaid, or to make any new Bridge in lieu thereof at *Great Bridgewater Street* aforesaid, the Height of which Bridge when raised or rebuilt shall exceed Eleven Feet from the usual or regular Surface of the Water in the said Branch Canal or Cut under the said Bridge to the Crown of the Arch thereof or the under or lower Side thereof, if the same shall be arched, or if not arched then to the under or lower Side of the Level of such Bridge, and no such Bridge shall exceed One Foot and Six Inches in Thickness from the under Side of the Crown of the Arch, if arched, or if not arched then from the under Side of the Level of such Bridge to the Surface of any Part of the Pavement over the same.

The Company to repair the Bridge over Great Bridgewater Street.

CLXXIII. Provided also, and be it further enacted, That the said Company shall at all Times hereafter, at their own Expence, maintain and keep in good Repair and Condition the said Bridge over the said Branch or Cut at *Great Bridgewater Street* aforesaid, and also the other Bridge over the same at *Lower Mosley Street* in *Manchester* aforesaid, and the Foundations, Abutments, Wing Walls, and Parapets

pèts thereof respectively, and rebuild, renew, and replace the same respectively when and as often as Occasion shall require.

Saving Rights of the Manchester, Bolton, and Bury Canal Navigation and Railway.

CLXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway in and by an Act passed in the First and Second Years of the Reign of His Majesty King *William* the Fourth, intituled *An Act to enable the Company of Proprietors of the Canal Navigation from* Manchester *to* Bolton *and to* Bury *to make and maintain a Railway from* Manchester *to* Bolton *and to* Bury *in the* County Palatine *of* Lancaster, *upon or near the Line of the said Canal Navigation, and to make and maintain a collateral Branch to communicate therewith;* and also in and by another Act passed in the Second Year of the Reign of His said Majesty King *William* the Fourth, intituled *An Act to enable the Company of Proprietors of the* Manchester, Bolton, *and* Bury *Canal Navigation and Railway to alter some Parts of the said Canal, to alter and amend the Line of the said Railway, to make further collateral Branches thereto; and for amending the Powers and Provisions of the Act relating to the said Canal and Railway;* and also in and by another Act passed in the Fifth Year of the Reign of His said Majesty King *William* the Fourth, intituled *An Act to amend the Acts relating to the* Manchester, Bolton, *and* Bury *Canal Navigation and Railway, and to make a Branch Railway to* Bolton; but saving and reserving to the said Company of Proprietors of the *Manchester*, *Bolton*, and *Bury* Canal Navigation and Railway all such Rights, Privileges, Powers, Authorities, and Provisions in the said several Acts respectively contained, or in the several Acts thereby referred to, as if this Act had not passed, save and except as the same Rights, Privileges, Powers, Authorities, and Provisions are herein altered or varied.

1 & 2 W. 4. c. 60.

2 W. 4. c. 69.

5 W. 4. c. 30.

Not to deviate in the Land near Charles Street belonging to the Liverpool and Manchester Railway Company.

CLXXV. And whereas the Canal by this Act authorized is intended to be made and carried under or near certain Land fronting *Charles Street* in *Manchester* aforesaid, the Property of the *Liverpool* and *Manchester* Railway Company, in the Direction and Manner described by the Map or Plan of such Canal deposited as aforesaid; be it therefore enacted, That the said Company hereby incorporated shall not in making the said Canal deviate at all from the Line thereof as laid down on the said Map or Plan where the same passes through or under *Charles Street* aforesaid, or any Land of the said *Liverpool* and *Manchester* Railway Company; and that so far as such Land extends the said Canal shall be made and carried on within and by means of a Tunnel under such Land, and not otherwise; and that such Tunnel shall not be of a greater clear Width of Waterway when completed than Twenty-four Feet, nor be made nearer to the present Surface of the Land than One Foot, unless with the previous Consent in Writing of the said *Liverpool* and *Manchester* Railway Company, under their Common Seal.

Not to alter the Level of Charles Street.

CLXXVI. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize, nor

nor shall it be lawful for the said Company hereby incorporated in any Manner to alter the Line or Level of *Charles Street* aforesaid, or any Part thereof.

Liverpool and Manchester Railway Company may make a Branch Canal.

CLXXVII. And be it further enacted, That it shall be lawful for the said *Liverpool* and *Manchester* Railway Company to effect, maintain, and use (either upon their own Lands, or upon the Lands of other Persons, with the Consent of such other Persons,) any Communication with the said Canal or Tunnel hereby authorized, either by means of a collateral or Branch Cut or Canal or Basin, or by means of a Railway to communicate with the said Canal and Tunnel, (any such collateral or Branch Cut, Canal, or Basin to be supplied with Water out of the Canal hereby authorized; provided that the said *Liverpool* and *Manchester* Railway Company shall, before making any Opening into the Sides of the said Canal and Tunnel hereby authorized for the Purpose of effecting such Communication, give to the said Company of Proprietors hereby incorporated, or to their Clerk, Treasurer, or principal Agent, Twenty Days Notice in Writing of their Intention so to do, and such Communication shall be so effected under the Superintendence of the Engineer of the said Company, and in such Manner as not to cause any avoidable Interruption or Inconvenience to the Navigation of the Canal hereby authorized to be made, or any draining or wasting of the Water of the said Canal; and provided that if, in order to effect such Communication, it shall be necessary to cut through the Towing Path of the said Canal, the said *Liverpool* and *Manchester* Railway Company shall erect and build, previous to such cutting, and at all Times thereafter maintain in repair and support, as Occasion shall require, a Bridge (with proper Approaches) over the Cut, Canal, or Railway whereby such Communication is to be effected, of such Dimensions and Construction as shall be approved by the Surveyor or Engineer of the Company hereby incorporated.

Canal Company not to collect Tolls on such Branch Canal.

CLXXVIII. And be it further enacted, That the said Company hereby incorporated shall not demand or be entitled to any Rates, Tolls, or Sums of Money whatsoever in respect of any such collateral or Branch Cut, Canal, or Railway of or belonging to the said *Liverpool* and *Manchester* Railway Company, or any Passengers, Goods, Matters, or Things carried or conveyed upon or along the same, nor any Wharfage Rates or other Dues or Sums whatsoever, in respect of the passing of any Passengers, Goods, Matters, or Things upon or along any such collateral or Branch Cut, Canal, or Railway, or in respect of the landing, loading, or unloading of any such Passengers, Goods, Matters, or Things upon or from the Banks of the said collateral or Branch Cut, Canal, or Railway.

Not to interfere with Liverpool and Manchester Railway Company.

CLXXIX. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize or empower the said Company hereby incorporated for any Purpose to take, use, or interfere with (either permanently or temporarily) any of the Land or Property of the said *Liverpool* and *Manchester* Railway Company, or in any Manner to alter, vary, or interfere with the *Liverpool* and *Manchester* Railway, or any of the Works appertaining thereto, save only that the said Company hereby incorporated may (in

(in manner aforesaid, and not otherwise) make and maintain the Canal hereby authorized under the said Land.

Saving Rights of the Mersey and Irwell Navigation and the Liverpool and Manchester Railway Company.

CLXXX. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging either to the said Company of Proprietors of the *Mersey* and *Irwell* Navigation or to the said *Liverpool* and *Manchester* Railway Company, but all the Rights, Privileges, Powers, Franchises, and Authorities of the said Two several Companies (under their several and respective Acts of Parliament and otherwise) are hereby expressly saved and reserved, not only as against and with respect to the Company hereby incorporated, but also as against and with respect to all other Companies and Persons whomsoever, save and except as the same Rights, Privileges, Powers, Authorities, and Provisions are herein altered or varied.

The Duke of Bridgewater's Trustees may make any Communication with Canal by a Branch;

CLXXXI. And be it further enacted, That it shall be lawful for the Devisees in Trust of the late Most Noble *Francis* Duke of *Bridgewater* deceased, who are or claim to be the Owners of Lands and Hereditaments lying near to the said Canal and Tunnel, with the Consent of the Person or Persons entitled for the Time being to the Income arising from such Trust Estates, to effect, maintain, and use (either upon their own Lands or upon the Lands of the other Persons, with the Consent of such other Persons,) any Communication with the said Canal or Tunnel hereby authorized by means of a collateral or Branch Cut or Canal to communicate with the said Canal or Tunnel; provided that the said Devisees in Trust shall, before making any Opening into the Sides of the said Canal or Tunnel hereby authorized for the Purpose of effecting such Communication, give to the said Company of Proprietors hereby incorporated, or to the Clerk, Treasurer, or principal Agent, Twenty Days Notice in Writing of their Intention so to do; and such Junction and Communication shall be so effected under the Superintendence of the Engineer of the said Company, and in such Manner as not to cause any unavoidable Interruption or Inconvenience to the Navigation of the Canal hereby authorized to be made, or any draining or wasting of the Water of the said Canal.

and may erect a Bridge over the Canal if necessary.

CLXXXII. And be it enacted, That if in order to effect such Communication it shall be necessary to cut through the Towing Path of the said Canal, the said Devisees in Trust shall erect and build, previous to such cutting, and for ever thereafter maintain, repair, and support, as Occasion shall require, a Bridge (with proper Approaches) over the Cut or Canal whereby such Communication is to be effected, of such Dimensions and Constructions as shall be approved by the Surveyor or Engineer of the Company hereby incorporated.

Canal Company not to be entitled to Rates upon such Branch Canal.

CLXXXIII. And be it further enacted, That the said Company hereby incorporated shall not demand or be entitled to any Rates, Tolls, or Sums of Money whatsoever in respect of any such collateral or Branch Cut or Canal so to be made by the said Devisees, with the Consent

Consent aforesaid, or any Goods, Matters, or Things carried or conveyed upon or along the same, nor any Wharfage Rates or other Dues or Sums whatsoever in respect of the passing of any Goods, Matters, or Things upon or along any such collateral or Branch Cut or Canal, or in respect of the landing, loading, or unloading of any such Goods, Matters, or Things upon or from the Banks of the said collateral or Branch Cut or Canal.

Not to impede Navigation of the Canal by means of such Branch.

CLXXXIV. Provided always, and be it enacted, That the Devisees of the said late Duke of *Bridgewater*, their Heirs and Assigns, shall not, in the making and using of their said new Branch Cut or Canal, or in the making of the Junction thereof with the River *Irwell*, make or cause any Deposit of Mud or Filth in the said River, or in the said Canal or Tunnel hereby authorized, so as to impede the Navigation of the same respectively; and in case such Impediment shall arise, that they the said Devisees, their Heirs and Assigns, shall, at their own Expence, and with as little Delay as possible, remove the same.

Saving the Rights of the Duke of Bridgewater's Trustees.

CLXXXV. And be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, and Authorities of or vested in or belonging to the said Devisees in Trust of the late Duke of *Bridgewater*, but all their Rights, Privileges, Powers, Franchises, and Authorities, under their several Acts of Parliament or otherwise, are hereby expressly saved and reserved, not only as against and with respect to the Company hereby incorporated, but also as against and with respect to all other Companies and Persons whomsover, except so far as the same may be hereby altered or varied.

Rules for Interpretation of Act.

CLXXXVI. And be it further enacted, That where in this Act any Word shall be used importing the Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood to include all Tenements and Hereditaments whatsoever, and all Estates and Interests therein; and where the Word "Corporation" shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, as well as Individuals; and where the Word "Canal," or the Word "Navigation," or the Words "Canal and Navigation," or any other Word or Words of a similar Signification shall be used, the same shall be understood to mean the said Canal, Tunnel, and Navigation hereby authorized to be made from the said *Rochdale* Canal to the said River *Irwell*; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Public Act.

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

The

The SCHEDULES to which this Act refers.

SCHEDULE (A.)

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Canal and Towing Path, and Land.	The Rochdale Canal Company.	- -	The Rochdale Canal Company.
Workshops and Part of Branch Canal.	Thomas Worthington.	- -	Thomas Worthington.
Stone Wharf and a Part of the Branch Canal.	John Clarke	- -	The Surveyors of the Highways of Chorlton upon Medlock.
Wharf or Yard, Workshops or Shed, and a Part of the Branch Canal.	Vernon Royle and Thomas Crompton.	- -	Vernon Royle and Thomas Crompton.
Road or Street called Great Bridgwater Street, and Bridge over it.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
Iron Foundry and Yard, Out Offices, a Part of the Branch Canal, and Bridge.	William Stirling, Walter Stirling, Joseph Beckton.	- -	Richard Cheshire and William Newhall.
Wharf, Mill Yard, and Part of Two Branch Canals.	Same	- -	William Stirling, Walter Sterling, and Joseph Beckton.
Wharf or Yard, a Part of Chepstow Street, and a Part of Branch Canal.	Same	- -	Joseph Jackson.
Wharf or Yard, a Part of Chepstow Street, and a Part of Branch Canal.	Same	- -	William Stirling, Walter Stirling, and Joseph Beckton.
Road or Street called East Street.	Peter Ewart senior, Peter Ewart junior, Vernon Royle.	- -	Peter Ewart senior, Peter Ewart junior, George Smith, and James Smith.
A Part of Two Branch Canals, Yards or Wharfs, Mills or Sheds, or Boiler Houses.	Peter Ewart senior, Peter Ewart junior.	- -	Peter Ewart senior, Peter Ewart junior.
Mills, Sheds, and Boiler House, and Part of Branch Canal.	Vernon Royle	George Smith and James Smith.	George Smith and James Smith.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Wharf or Yard, Chemical Works and Sheds, and a Part of Branch Canal.	William Henry	- -	William Henry.
Coal Yard or Wharf and Part of Branch Canal.	Elizabeth Rothwell, Executrix of the late Richard Rothwell.	David Davies	George Broadhurst.
Street or Court called Rothwell's Buildings and Out Offices.	Same	- -	Private Court occupied by Elizabeth Rothwell's Tenants.
Cottage, No. 31.	Same	- -	James Hallard.
Cottage, No. 16.	Same	- -	Maxwell Campbell.
Another Cottage, Street or Court called Rothwell's Buildings, and Out Offices.	Same	- -	Private Court occupied by Elizabeth Rothwell's Tenants.
Mills, Wharfs or Yards, Boiler Houses, Workshops, and a Part of the Branch Canal, and a Cottage.	Same	John Attwood Beaver.	John Attwood Beaver.
Salt Warehouse, Wharf, and a Part of Branch Canal.	Henry Forth	- -	Joseph Brereton.
Wharf or Yard, and Workshops or Buildings, and Part of Branch Canal.	Same	- -	Joseph Forth.
Timber Yard or Wharfand Workshops, and Part of Branch Canal.	Peter Wood	- -	Peter Wood.
Workshop or Foundry and Part of Branch Canal.	Same	- -	John Green and George Green.
Wharf or Yard, Workshops, and Part of Branch Canal, and Part of Chepstow Street.	The Manchester and Salford Waterworks Company.	- -	The Manchester and Salford Waterworks Company, John Green, and George Green.
Road or Street called Chepstow Street.	John Attwood Beaver, James Patteson, Samuel Patteson, the Manchester and Salford Waterworks Company, David Bellhouse, and Charles Mac Nevin.	- -	Public Street.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Cottage, Workshop underneath, and a Part of Chepstow Street.	James Patteson and Samuel Patteson.	- -	James Patteson, Samuel Patteson, and Elkana Marsden.
Stone Yard or Wharf and a Part of Branch Canal.	Same	- -	James Patteson and Samuel Patteson.
Stone Yard or Wharf and Part Branch Canal.	Same	- -	James Patteson and Samuel Patteson.
Wharf or Yard and a Part of Branch Canal.	William Vickers and John Slaney.	- -	William Vickers and John Slaney.
Wharf and Lands, Part of Chepstow Street, and Part Branch Canal.	David Bellhouse and Charles Mac Niven.	- -	David Bellhouse and Charles Mac Niven.
Wharf, Land, and Part of Branch Canal.	John Attwood Beaver.	- -	John Attwood Beaver.
Road or Street called Lower Mosley Street, and Bridge over it.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
Machine Manufactory, Yard, and Part of Branch Canal.	William Chrighton and John Chrighton.	- -	William Chrighton and John Chrighton.
Vacant Land and Part of Branch Canal.	Same	-	Same.
Vacant Land and Part of Branch Canal.	Sir George Phillips, Baronet, and CharlesMac Nivin.	- -	Sir George Phillips, Baronet, Charles Mac Niven, and Thomas Jones.
House, Counting House, and Stable and Outbuildings.	Same	- -	Thomas Jones.
Mill, Engine House, and Boiler House, Wharf or Yard, Part of Branch Canal, and vacant Land.	Wilson Crewdson and Thomas Dilworth Crewdson.	- -	Wilson Crewdson and Thomas Dilworth Crewdson.
Vacant Land and Brick Yard, and Parts of Rainforth Street and Bedford Street.	The Company of Proprietors of the Mersey and Irwell Navigation.	- -	The Company of Proprietors of the Mersey and Irwell Navigation and Thomas Jones.
Vacant Land and Parts of Bedford Street and Rainforth Street.	Samuel Taylor	- -	Samuel Taylor.
Road or Street called Watson Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
	Alport Town.		
Road or Street called Alport Town.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
Workshop or Shed	Sir George Philips, Baronet and Charles Mac Niven.	- -	William Thorpe.
Wheelwright's Yard and Out Offices.	William Thorpe	- -	William Thorpe.
Wheelwright's Yard	Sir George Philips, Baronet, and Charles Mac Niven.	- -	William Thorpe.
Pigsties and Yard	Same	- -	Joseph Caldwell.
Black Horse Inn or Public House.	Samuel Gratrix	- -	Ann Ball.
Brewhouse and Passage.	Same	- -	William Vickars.
Lead Mill, Warehouse, and Yard.	Same	- -	Samuel Gratrix.
Coal Yard	Sir George Philips, Baronet, and Charles Mac Niven.	- -	Thomas Williams.
Blacksmith's Shop and Out Offices.	Same	- -	Robert Patteson.
House, No. 8.	Same	- -	Ann Anderson.
House, No. 6.	Same	- -	Hugh Fitzpatrick.
House, No. 4.	Same	- -	Peter Prescott.
Brewhouse and Passage.	Same	- -	William Pearce.
	Deansgate.		
House and Shop, No. 211., Yard, and Out Offices.	Esther Mottram	- -	Edward Fisher.
House and Shop, No. 213., Yard, and Out Offices.	Sir George Philips, Baronet, and Charles Mac Niven.	- -	Joseph Leech.
Cellar underneath	Same	- -	John Dutton.
House and Shop, No. 215., Out Offices and Yard.	Same	- -	John Belfield.
Road or Street called Deansgate.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
Shop, House, Candle Manufactory, Warehouse, and Yard.	Robert Tebbutt	- -	Thomas Rainforth Tebbutt, and William Tebbutt.
Shop	Jane Birch	- -	Robert Wigfall Nowell Stott.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Cellar	John Birch	- -	Robert Wigfall Nowell Stott; Ann Proffitt, Sub-Tenants.
House and Shop, Out Offices and Yard.	Same	- -	Thomas Rudgyard.
	Camp Street.		
House and Out Offices.	Jane Birch	- -	Robert Wigfall Nowell Stott.
Road or Street called Camp Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
House, No. 3., Passage and Out Offices, and a Cellar.	Jane Birch	- -	John Clulow.
House, No. 5., Out Offices and Yard.	Same	- -	James Shield.
House, No. 7., Out Offices and Yard.	Same	- -	Robert Elliott.
Cellar	Same	- -	Charles Williamson.
Road or Street called Longworth Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
House, Out Offices, and Yard.	John Martindale and Ellis Martindale.	- -	William Tyson.
Cellar	Same	- -	John Martindale and Ellis Martindale.
Slaughter House	Same	- -	John Martindale and Ellis Martindale.
Public House called Cross Keys.	Thomas Crallan	- -	John Hall.
House, No. 9., Out Offices and Yard.	Same	- -	Mary Kynaston.
House and Shop, No. 11., and Out Offices and Yard.	Same	- -	Mary Ann Watson.
Joiner's Workshops	James Holt	- -	William Carter Hulme.
Stone Yard and Counting House	Same	- -	James Heap and William Wornach.
Cow Sheds, Yard or Court, and House.	Same	- -	Samuel Smith.
House, No. 10.	Same	- -	John Dutton.
House, No. 12.	Same	- -	Charles Clarkson.
Court or Street called Holt's Place.	Same	- -	Private Court occupied by James Holt's Tenants.
House in Holt's Place, No. 1.	Same	- -	John Cottam.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
House in Holt's Place, No. 2.	James Holt	- -	John Thompson.
House, No. 14.	Same	- -	John Ratcliffe.
House, No. 16.	Same	- -	James Woodcock.
Court or Street called James Place.	Same	- -	Private Court occupied by James Holt's Tenants.
House in James Place, No. 1.	Same	- -	James Morgan.
House in James Place, No. 2.	Same	- -	Thomas Dunkerley.
House, No. 18.	James Holt	- -	George Cliffe.
Yard, Coal House, and Out Offices.	Alexander Kay	- -	Alexander Kay.
House, No. 20.	John Holt	- -	James King.
Court or Street called John's Place.	Same	- -	Private Court occupied by John Holt's Tenants.
House in John's Place, No. 1.	Same	- -	John Oxley.
House in John's Place, No. 3.	Same	- -	Stephen Watson.
House, Yard, and Out Offices.	Reverend George Strong.	- -	Unoccupied.
Cellar	Same	- -	George M'Durmott.
	Byrom Street.		
House, Yard, and Out Offices.	Reverend George Strong.	- -	James Yates.
House, Out Offices, Yard, and Passage.	George Hadfield	- -	Samuel Knight.
Road or Street called Byrom Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
House, Out Offices, and Yard.	Sarah Treble	- -	Ellen George.
Ditto	William Newall	- -	John Pendlebury.
	Houses in Camp Street and Saint John's Churchyard.		
House, Out Offices, Stable, and Yard.	William Newall	Joseph Blair	Abram Broomhead.
House, Out Offices, and Yard.	Eleanora Byrom, Eleanora Atherton, Richard Willis, and Lucy Willis.	- -	Thomas Holt.
House, Out Offices, and Yard.	Same	- -	Mary Heywood.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
House, No. 33., Out Offices and Yard.	Sarah Treble	- -	Cadwaller Jones.
House, No. 35., Out Offices and Yard.	Same	- -	Elizabeth Owen.
House, No. 13., Out Offices and Yard.	J. G. Bagshaw	- -	Mark Perry.
House, No. 15., Out Offices and Yard.	Same	- -	William Coperthwaite.
House, No. 17.	Sarah Stretch	- -	John Horrocks.
House, No. 19.	Same	- -	Edward Jeffries.
House, No. 21.	Same	- -	John Entwisle.
House, No. 23., and Passage.	Same	- -	David Lewis.
House, No. 25., Out Offices and Yard.	Richard Wharfe	- -	Joseph Sadler.
House, No. 27., Out Offices and Yard.	Isaac Dumville	- -	John Done.
Stable	Robert Yates	- -	Robert Yates.
Passage and Yard	George Washington	- -	Robert Yates.
House, No. 29., Out Offices and Yard, and a Passage.	Thomas Cooke and Thomas Rigby, Executors of the late Joseph Rigby.	- -	Roger Laycock.
Cellar	Same	- -	James King.
House, No. 31., Out Offices and Yard.	Isaac Dumville	- -	Thomas Earle.
House, No. 37., Out Offices and Yard.	Hannah Higgins	- -	David Blair.
House, No. 39., Out Offices and Yard.	Elizabeth Whitelegg	- -	Griffith Owen.
House, No. 41., Out Offices, and Yard	Same	- -	Enoch Frier.
House, No. 43., Out Offices and Yard.	Same	- -	Edward Kelly.
House, No. 45., Out Offices and Yard.	William Spence, and Hannah his Wife.	- -	Joseph Wood.
Cellar	Same	- -	Ann Bohannah.
House, No. 47., Out Offices and Yard.	Same	- -	Ann Hooper.
Cellar	Same	- -	George Millett.
House, No. 49., Out Offices and Yard.	Same	- -	Richard Stanley.
Cellar	Same	- -	John Waterworth.
House, No. 51., Out Offices and Yard.	Same	- -	William Varney.
Cellar	Same	- -	Elizabeth Mottershead.
House, No. 53., Out Offices and Yard.	Same	- -	William Spence.
Cellar	Same	- -	Sarah Palmer.
House, No. 55., Out Offices and Yard.	George Burgess	- -	John Collier.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Cellar	George Burgess	- -	John Collier; Thomas M'Carroll, Sub-Tenant.
House, No. 57., Out Offices and Yard.	John Rowcroft	- -	William Padmore.
Cellar	Same	- -	William Padmore; Edward Theobald, Sub-Tenant.
	Lower Byrom Street.		
House, Out Offices, Yard, and Cellar.	John Rowcroft	- -	John Wilkinson.
Road or Street called Lower Byrom Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
House, No. 13., Out Offices, Yard, and a Part of Charles Street.	John Wollam, Trustee of the Estate of late Edward Wollam.	- -	Thomas Giles.
House, No. 15., Out Offices and Yard, and a Part of Charles Street.	Robert Chadwick	- -	Robert Chadwick.
	Charles Street.		
Part of Road or Street called Charles Street.	Eleanora Byrom, Eleanora Atherton, Richard Willis, and Lucy Willis.	- -	A public Street.
House, No. 1., Out Offices and Yard, and Part of Charles Street.	John Wollam, Trustee of the Estate of the late Edward Wollam.	- -	James Dearden.
House, No. 3., Out Offices and Yard, and Part of Charles Street.	Same	- -	Hannah Mary Wollam.
House, No. 5., Out Offices and Yard, and Part of Charles Street.	Same	- -	John Moreton.
House, No. 7., Out Offices and Yard, and Part of Charles Street.	Same	- -	Dorothy Brocklebank.
House, No. 9., Out Offices and Yard, and Part of Charles Street	Same	- -	George Bradshawe.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
House, No. 11., Out Offices and Yard, and Part of Charles Street.	John Woollam, Trustee of the Estate of the late Edward Woollam.	- -	Mary Methuen.
Timber Yard, and Part of Charles Street.	Same	- -	John Webster.
Vacant Land, and Part of Charles Street.	The Liverpool and Manchester Railway Company.	- -	The Liverpool and Manchester Railway Company.
House, No. 2., Out Offices, Yard, and a Part of Charles Street.	Robert Chadwick	- -	Ann Gleave.
House, No. 4., Out Offices, and a Part of Charles Street and Passage.	Robert Chadwick	- -	Alice Lockit.
House, No. 6., Out Offices and Yard, and Part of Charles Street.	Sarah Birchell	- -	Sarah Birchell.
House, No. 8., Out Offices and Yard, and a Part of Charles Street.	Elizabeth Osbaldiston	- -	Joseph Osbaldiston.
House, No. 10., Out Offices and Yard, and a Part of Charles Street.	Thomas Atkinson	- -	Ishmael Nash.
House, No. 12., Out Offices and Yard, and a Part of Charles Street.	John Malliliew Lees	- -	Thomas Fawsett.
House, No. 14., Out Offices and Yard, and a Part of Charles Street.	Robert Chadwick	- -	John Barber.
House, No. 16., Out Offices and Yard, and a Part of Charles Street.	Elizabeth Fildes	- -	Elizabeth Fildes.
House, No. 18., Out Offices and Yard, and Parts of Charles Street and Atherton Street.	Same	- -	George Deane.
Road or Street called Atherton Street.	Eleanora Byrom, Eleanora Atherton, Richard Willis, and Lucy Willis.	- -	A public Street.
Slate Yard, Machine House, and Parts of Atherton Street and Charles Street.	The Company of Proprietors of the Mersey and Irwell Navigation.	- -	The Company of Proprietors of the Mersey and Irwell Navigation.

Description of Property.	Owners Names.	Lessees Names.	Occupiers Names.
Timber Yard	The Company of Proprietors of the Mersey and Irwell Navigation.	- -	The Company of Proprietors of the Mersey and Irwell Navigation.
Timber Yard	Same	- -	Same.
Saw Pits and Sheds	Same	- -	Same.
Road or Street called Water Street.	The Surveyors of the Highways of Manchester.	- -	The Surveyors of the Highways of Manchester.
Sheds, Workshops, and Graving Yard.	The Company of Proprietors of the Mersey and Irwell Navigation.	- -	The Company of Proprietors of the Mersey and Irwell Navigation.
Crown and Anchor Public House, Yard, and Offices and Sheds.	Joseph Lodge, Executor under the Will of the late Joshua Lodge.	- -	James Newton.
River Irwell	The Company of Proprietors of the Mersey and Irwell Navigation.	- -	The Company of Proprietors of the Mersey and Irwell Navigation.

SCHEDULE (B.)

Names of Proprietors.

William Stirling, Walter Stirling, and Joseph Beckton, all of Manchester, Cotton Spinners.
Joseph Crewdson, Wilson Crewdson, and Thomas Crewdson, all of Manchester, Cotton Spinners.
Vernon Royle of Manchester, Silk Manufacturer.
The said Vernon Royle and Thomas Crompton of Manchester aforesaid, Silk Manufacturers.
Elizabeth Rothwell of Chorlton upon Medlock in the said County, Widow.
William Crighton and John Crighton of Manchester aforesaid, Cotton Spinners.
Peter Ewart the elder, of Woolwich in the County of Kent, Gentleman.
John Clarke of Manchester aforesaid, Gentleman.

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