ANNO SEXTO & SEPTIMO

GULIELMI IV. REGIS.

Cap. ci.

An Act for improving the Navigation of a Portion of the River *Parrett*, and for making a Navigable Canal from the said River to *Barrington*, all in the County of *Somerset*. [4th *July* 1836.]

WHEREAS the Navigation of the River *Parrett*, from its Junction with the River *Tone* at *Stanmoor Bridge*, a short Distance above *Burrow*, in the County of *Somerset*, to the Extremity of the Parish of *Muchelney* in the said County, is at present very imperfect, and Barges and Boats passing thereon are subject to Delay in consequence of Shoals and other Obstructions existing in the said Navigation, and it would be of great Advantage and Convenience to the several Towns supplied with Goods, Articles, and other Things by means of the said Navigation if the Passage along the same were improved, by such Navigation being diverted, deepened, and enlarged: And whereas the making and maintaining a Navigable Canal from the said River *Parrett* at its Confluence with the River *Isle*, partly along the Bed of the said River *Isle*, to and across certain Closes of Land called *Middlemoor*, and thence through certain old and new Inclosures to a Close of Land in the Parish of *Barrington*, adjoining or near to the Turnpike Road leading from *Ilminster* to *Langport*, will also be of great public Utility: And whereas the several Persons herein-after named are willing, at their own Expence, to effect the Works aforesaid, in manner herein-after mentioned; but the same

cannot be carried into execution without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Allen* Clerk, *Edward Baker*, *John Baker*, *Robert Baker*, *James Broadmead*, *Philip Broadmead*, *Thomas Broadmead*, *Thomas Watson Bagehòt*, *Henry Powell Collins*, *Richard Thomas Combe*, *John Cridland*, *John Scott Gould*, *James Hine*, *Henry Samuel Knowles*, *John Lee Lee*, *John Nicholetts*, *Vincent Stuckey*, *William Speke* junior, *James Stayner*, *John Slatter*, *Richard Sharland*, *William Tilley*, *Maurice Ceely Trevillian*, *Thomas Bampfield Uttermare*, *James Upton* Clerk, and all and every other Person and Persons, Body and Bodies Politic and Corporate, who have already or shall hereafter become Subscribers to 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 making and completing and maintaining and carrying on the Improvement of the said Navigation of the aforesaid Portion of the River *Parrett*, and the said Canal, Feeder, and other Works by this Act authorized to be made and executed, according to the Rules, Orders, and Directions herein-after mentioned and specified, and for that Purpose shall be and they are hereby declared to be One Body Corporate, by the Name and Style of "The Company of Proprietors of the *Parrett* Navigation," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold, in manner by this Act directed, Lands and Hereditaments to them, and their Successors and Assigns, for the Use of the said Undertaking and Works hereby authorized to be made, and for the several other Purposes herein mentioned, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and also shall have full Power to sell, demise, and dispose of any of the Lands, Tenements, or Hereditaments purchased for the Purposes aforesaid, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Proprietors incorporated.

Style of the Company.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act the Words Navigation and other Works shall be used, the same shall be understood to include the said River *Parrett* and the Improvements and Deviations therein, and also the said Canal and other Works by this Act authorized to be made, unless it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company authorized to make the Canal, &c.

III. And be it further enacted, That the said Company shall be and they are hereby authorized and required to make, complete, and maintain such Improvements in the Navigation of the said River *Parrett* as may be necessary to secure a Depth of Three Feet of Water in some Part of the Stream throughout the whole Course or Length of the said River, and of sufficient Width for the Passage of a laden Barge, commencing at its Junction with the River *Tone* at *Stanmoor Bridge*, a short Distance above *Burrow*, in the County of *Somerset*, and passing from, through,

or into the several Parishes, Hamlets, or Places of *Othery*, *Aller*, *Stoke Saint Gregory*, *North Curry*, *West Hatch*, *Curry Rivell*, *Fivehead*, *Drayton Swell*, *Curry Mallett*, *Beercrocombe*, *Hatch Beauchamp*, *Broadway*, *Isle Abbotts*, *Buckland Saint Mary*, *Moortown*, *Capland*, *Hambridge*, *Burton*, *Week*, *Oath* and *Langport* otherwise *Langport*, *Eastover*, *Huish Episcopi*, *Drayton*, *Kingsbury Episcopi*, and *Muchelney*, or some of them, in the County of *Somerset* and terminating at the Extremity of the Parish of *Muchelney*, in the said County; and also to make, complete, and maintain a Navigable Canal, passable for Barges, Boats, Vessels, and Rafts, from and out of the said River *Parrett*, commencing at its Confluence with the River *Isle*, and passing from, through, or into the Parishes, Hamlets, or Places of *Drayton*, *Curry Rivell*, *Hambridge*, *Puckington*, *Isle Brewers*, and *Barrington*, in the said County, or some of them, and terminating at a certain Close in the said Parish of *Barrington*, in the Occupation of *John Gibbs*, and adjoining the Turnpike Road leading from *Langport* to *Ilminster*, in the said County of *Somerset*.

Power to enter Lands.

IV. And be it further enacted, That for the Purposes aforesaid, and subject to the Provisions and Restrictions of this Act, the said Company, their Deputies, Agents, Officers, Surveyors, Workmen, and Servants, are hereby authorized and empowered to enter into and upon the Lands and Grounds of or belonging to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out, ascertain, and appropriate for the Purposes herein mentioned such Parts thereof as they shall think necessary or expedient for making the said intended Navigation and other Works, Matters, and Conveniences hereby authorized, and as they are by this Act empowered to take or use; and to bore, dig, cut, trench, drain, sough, get, raise, remove, take, carry away, lay, use, and manufacture any Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Materials or Things which can or may be dug, raised, or gotten in the making, carrying on, maintaining, or repairing of the said Navigation and other Works respectively, or out of any Lands or Grounds of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, lying contiguous thereto, and which may be necessary for the making and maintaining of the same, or which may obstruct the Operations of the said Company; and also to place, lay, work, or manufacture the Material necessary for the making, erecting, and maintaining the said intended Navigation and other Works on the Lands or Grounds adjoining to the Place or Places where the said Works or any of them shall be carried on and executed; and also to make, construct, erect, complete, and maintain such Reservoirs, Aqueducts, Feeders, Tunnels, Sluices, Culverts, Drains, Dams, Pens, Tanks, Perforations, Weirs, Shafts, Wheels, Locks, Lifts, Rollers, Inclined Planes, Piers, Arches, Bridges, Docks, Basins, Wharfs, Quays, Landing Places, Warehouses, Toll and other Houses, Weighing Beams, Cranes, Banks, Towing Paths, Hedges, Fences, Roads, Ways, Engines and other Machinery, and generally all such other Works, Conveniences, Matters,

Matters, and Things for the Improvement of the Navigation of the said River, and the supplying of the said Canal with Water, and for the towing of Barges, Boats, Vessels, and Rafts, and for the Conveyance and Transit of Materials, Goods, Wares, Merchandize, Articles, and Things to, along, and from the said Navigation and other Works, during their Progress and after their Completion, and for the general Purposes of the said Undertaking, as the said Company shall from Time to Time think necessary or expedient; and also to widen, deepen, enlarge, divert, alter, or vary all and every or any of the Rivers, Brooks, Streams, or Watercourses, Roads or Ways, which may be situate within the Line of the said intended Navigation and other Works, or which may prevent, impede, or obstruct the making of the same; or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Navigation and other Works; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Navigation and other Works by this Act authorized; they the said Company, their Agents, Workmen, or Servants, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to the Owners and Proprietors of and all Persons interested in any Lands, Mills, Forges, Waters, Watercourses, Brooks, Rivers, Tenements, and Hereditaments respectively, which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers or Provisions of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Deputies, Agents, Officers, Surveyors, Workmen, and Servants, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes and Restrictions as are herein-after mentioned and contained.

Saving the Rights of the Corporation of Bridgewater.

V. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, alter, abridge, infringe, lessen, or interfere with the Powers, Rights, Privileges, or Jurisdictions of the Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*; any thing herein contained to the contrary thereof notwithstanding.

Saving the Rights of Bridgewater and Taunton Canal Company.

VI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, alter, abridge, infringe, lessen, or interfere with the Powers, Rights, Privileges, or Jurisdictions of the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, any thing herein contained to the contrary thereof notwithstanding.

For preventing Locks, &c. being erected which

VII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or permit, or be construed to authorize or permit, the Maintenance or Use of any Lock or Locks, Dams, Weirs,

Weirs, Gates, Sluices, or other Work or Works within Four Miles and a Half above the lowest Lock or Half Lock or Flood Gates to be erected by the said Company hereby incorporated on the said River *Parrett*, which shall be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as lie between the Confluence thereof with the River *Tone* and *Bridgewater Bridge*, or of the said River *Tone*, or of any Part or Parts thereof, and in case any Complaint of such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, being substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as lie between the Confluence thereof with the said River *Tone* and *Bridgewater Bridge* as aforesaid, or of the said River *Tone*, or any Part or Parts thereof, be made in Writing, specifying the Cause of Complaint, within Two Calendar Months after the Time of such alleged Injury or Prejudice, by the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, or by the Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*, or either of them, the same shall be referred to Engineers or an Engineer to be appointed as herein-after mentioned; and in order to ascertain and determine whether or not such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as aforesaid, or to the Navigation of the said River *Tone*, or of any Part or Parts thereof, and whether or not any and what Damage shall have been sustained by the said *Bridgewater* and *Taunton* Canal Company and the said Mayor, Aldermen, and Burgesses, or either of such Corporations, by reason thereof, there shall be appointed by the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation an Engineer on their Part, and by the said Mayor, Aldermen, and Burgesses (in case they shall think fit so to do) an Engineer on their Part, and by the said Company hereby incorporated an Engineer on their Part; and such Engineer, or the Two Engineers appointed by the said *Bridgewater* and *Taunton* Canal Company and the said Company of Proprietors hereby incorporated, in case the said Mayor, Aldermen, and Burgesses do not think fit to appoint an Engineer on their Part, shall ascertain and determine the Matters aforesaid in respect of which they shall have been appointed: Provided always, that if for the Space of Fifteen Days after the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, or the said Mayor, Aldermen, and Burgesses, shall have complained as aforesaid to the said Company of Proprietors hereby incorporated of any such Injury or Prejudice, and shall have required them to make an Appointment of an Engineer as aforesaid, no such Appointment by the said last-mentioned Company shall be made, then and in such Case the Determination, as to the Matters aforesaid, of the Engineers or Engineer to be appointed by the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, and the said Mayor, Aldermen, and Burgesses, or by One of such Corporations, as the Case may require, shall be absolutely binding and conclusive on all Parties, subject to an Appeal as herein-after mentioned: Provided also, that if the Three or Two Engineers who may be so appointed shall not agree

may be injurious to the Navigation of the River Parrett.

agree as to the Matters aforesaid, they shall choose another Engineer as Umpire in the Premises, or if they shall not agree as to such Choice then such other Engineer shall be chosen as Umpire by the Chairman of the Appeal Court of the then last General or Quarter Sessions for the County of *Somerset*, and the Determination of such Umpire shall be absolutely binding and conclusive on all Parties, subject to an Appeal as herein-after mentioned; and in case such Engineers or Engineer or Umpire, as the Case may be, shall be of opinion that such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, shall be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as aforesaid, or to the Navigation of the said River *Tone*, or to any Part or Parts thereof, and ought to be regulated or removed, and shall certify the same in Writing under their or his Hands or Hand to the said Company of Proprietors hereby incorporated, then and in such Case the said last-mentioned Company shall regulate or remove, or cause to be regulated or removed, to the Satisfaction of the Engineers or Engineer or Umpire who shall give such Certificate as aforesaid, all the said Locks, Dams, Weirs, Gates, Sluices, and other Works, or such of them as such Engineers or Engineer or Umpire shall state in such Certificate is or are so substantially injurious or prejudicial; and in case the said Company of Proprietors hereby incorporated shall neglect or refuse so to do within Twenty-one Days after the Receipt of such Certificate, it shall be lawful for the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation and the said Mayor, Aldermen, and Burgesses, or either of such Corporations, jointly or severally, so far as they may respectively be concerned therein, to do the same at the Expence of the said Company hereby incorporated; and such Engineers or Engineer or Umpire shall in and by such Certificate also determine which of the said Parties in difference shall pay and discharge all or any Part or Parts of the Costs, Charges, and Expences of and attending or in anywise relating to the ascertaining and determining the said Matters aforesaid, including the Remuneration to the Engineers or Engineer or Umpire; and in case the Regulation or Removal by the said *Bridgewater* and *Taunton* Canal Company, and the said Mayor, Aldermen, and Burgesses respectively, after such Neglect or Refusal as aforesaid, of the said Locks, Dams, Weirs, Gates, Sluices, or other Works so directed to be regulated or removed, shall be hindered or obstructed by any Person or Persons whatsoever, the said Company of Proprietors hereby incorporated shall, for every Day during which such Hindrance or Obstruction shall continue, forfeit and pay to the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation and the said Mayor, Aldermen, and Burgesses, in equal Moieties, or if such Regulation or Removal shall be directed upon the Complaint of one of the said last-mentioned Parties, then to that one Party, the Sum of Twenty Pounds, which Sum, and the Amount of any Damages certified by the Engineers, Engineer, or Umpire, in Writing under their or his Hands or Hand, to have been sustained as aforesaid, and any Costs, Charges, and Expences directed to be paid as aforesaid, and the Expences incurred by the said complaining Parties or either of them in respect of such Regulation and Removal as aforesaid, are to be recovered by

Action of Debt or on the Case or otherwise as any Damages or Sums of Money may be under this Act recovered pursuant to the Provisions herein contained.

Allowing an Appeal against the Decision of the Engineers or Umpire.

VIII. Provided always, and be it further enacted, That in case either of the said contending Parties shall be dissatisfied with the Decision of the said Engineers or Engineer or Umpire as aforesaid, it shall be lawful for such Party, within Fourteen Days after receiving the Notice in Writing of the said Decision, to give Notice in Writing, specifying the Cause of Complaint, to the other Party of their Intention to appeal therefrom, and thereupon the Matter or Matters in question shall be ascertained and determined by a Special Jury before His Majesty's Justices of Assize and Nisi Prius for the County of *Somerset*, or one of them, at the then next (or if Circumstances will not admit thereof, then the next following) Assizes to be held for the same County, unless the Court in which the Action shall be brought shall grant further Time; and in such Case it shall be lawful for such appealing Party to tender a feigned Issue in any of His Majesty's Courts of Record at *Westminster*, which said Issue shall particularly set forth such Cause of Complaint; and if such Dissatisfaction shall be wholly or in part that another Mode of regulating the Work complained of ought to be adopted, such Mode shall be specified and set forth in the said Issue, and thereupon such appealing Party shall cause an Action to be brought upon a feigned Issue accordingly against the other Party, and the Defendants in such Action shall, by Attorney, appear thereto, and accept One or more Issue or Issues whereby the Matter or Matters in question shall be ascertained and determined, such Issue or Issues to be settled by one of the Judges of the Court in which the said Action shall be commenced in case the Parties differ about the same, and the Judge who shall try the Cause shall have Power to vary the same, and both Parties shall take all needful Steps to effect the Trial of such Issue or Issues; and it shall be lawful for the Jury to find and declare any special Circumstances by the Verdict, which shall be endorsed on the Postea, in addition to the Verdict given on the Issue or Issues joined; and the Verdict or Verdicts, including any such special Finding and Endorsement, shall be binding and conclusive upon all Parties, unless the Court wherein such Action shall be brought shall set aside such Verdict, and order a new Trial or Trials, which the Court may do as in other Cases; and the Costs of such Action, and also the Costs, Charges, and Expences of and attending or in anywise relating to the ascertaining and determining the said Matter or Matters by the said Engineers or Engineer or Umpire, shall abide the Result of such Verdict, so as that the Party against whom the Verdict shall be obtained shall pay the same; and during the Pendency of such Action all Proceedings in consequence of the Determination of the said Engineers or Engineer or Umpire shall be suspended, but after the Determination of such Action such Proceedings shall revive and be continued, save so far as they may not have been nullified or varied by means of such Verdict.

Saving the Rights of the Conservators of the River Tone.

IX. And whereas, under and by virtue of the Acts of Parliament relating to the River *Tone* and the said *Bridgewater* and *Taunton* Canal, the said *Bridgewater* and *Taunton* Canal Company claim the Con-

Conservatorship of or Rights over so much of the River commonly called the *Parrett* as lies between *Stanmoor Bridge* and the Town of *Bridgewater*; now be it further enacted, That nothing herein contained shall prejudice or affect any such Claim, but the Rights of the same Company, and of the said Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*, in respect of the said River commonly called the *Parrett*, and particularly so much thereof as aforesaid, shall remain in all respects as if this Act had not passed, but without prejudice to the Powers hereby given to the said Company hereby incorporated.

Justices of the County of Somerset only to have Power to act.

X. Provided always, and be it further enacted, That where, under the Provisions of this Act, any Act, Matter, or Thing shall be required or authorized to be done by any Justice or Justices of the Peace, such Justice or Justices shall be Justices of the Peace for the County of *Somerset* at large, and not be interested in the Matter in question, either in a corporate Capacity or otherwise, or in anywise interested in the Navigation of the said Rivers *Parrett* and *Tone*, or of the *Bridgewater* and *Taunton* Canal, or either of them.

Regulating Construction of Locks on the River Parrett between Stanmoor Bridge and Langport.

XI. Provided always, and be it further enacted, That wherever it may be deemed advisable by the aforesaid Company of Proprietors hereby incorporated to construct any Lock, Dam, Weir, Gate, Sluice, or other Work or Works on the Line of the River *Parrett* between *Stanmoor Bridge* and any Lock to be hereafter constructed within Half a Mile of the Town of *Langport* aforesaid, such Work or Works shall be so contrived, constructed, and used as at all Times to permit the flowing up the said River of the tidal Waters from the Sea as fully and freely as if no such Work or Works had been constructed; and in like Manner during the Time of Ebb Tide and Reflux of the Current all Locks, Dams, Weirs, Gates, Sluices, or other Works to be erected by virtue of this Act shall be thrown open by the said Company of Proprietors for the whole Period of the Ebb Tide, during Eight Days of the highest Rise of each Spring Tide, and during the Remainder of the Spring and Neap Tides for at least Eight Hours out of every Twelve, in such Manner as to afford as wide and deep and as ample and convenient a Way for the Escape of the Waters, whether tidal or otherwise, as if no such Work or Works existed (except as well the Consent in Writing to the contrary of the said Mayor, Aldermen, and Burgesses, under their Common Seal, as also the Consent in Writing of the *Bridgewater* and *Taunton* Canal Company, under their Common Seal, be first had and obtained).

For preserving the Depth of Water in main Channel between Stanmoor Bridge and Burrow Bridge.

XII. And for the Purpose of giving increased Facility to the Navigation of the River *Parrett* from the Confluence of the River *Tone* therewith to the Port of *Bridgewater* at Neap Tides, when the said Company are empowered to close their Locks as aforesaid; be it further enacted, That when the Depth of Water in the main Channel of the River on the Shoal next below *Burrow Bridge* shall be less than Three Feet, the said Company shall and may, and they are hereby empowered, notwithstanding the Provision herein-before contained as to the Flow of the tidal Waters, to pound back the Waters of the said River *Parrett* Two Hours and a Half before the flowing

flowing of the Tide, or computed Time of the flowing of the Tide, at *Stanmoor Bridge*, and keep them so pounded for the Space of Two Hours, when they shall open the Locks and let off the Waters so pounded, in order to give a greater Body of Water, and thus increase the Depth of Water from *Stanmoor Bridge* aforesaid to *Bridgewater*.

Providing for Injury done to the River Parrett.

XIII. Provided always, and be it further enacted, That if the said Company of Proprietors, or any Person or Persons in their Employ, shall neglect to throw and keep open all the Locks, Dams, Weirs, Gates, Sluices, or other Works to be erected as aforesaid, or shall do or continue any other Act whatsoever injurious to the Navigation of the said River *Parrett* at or below *Bridgewater Bridge*, after reasonable Notice in Writing given by or on behalf of the said Mayor, Aldermen, and Burgesses of the said Borough to the Clerk of the said Company to abstain from doing or continuing the same, then the said Company shall be liable to forfeit and pay to the said Mayor, Aldermen, and Burgesses of *Bridgewater* aforesaid any Sum not exceeding Twenty Pounds for every such Offence, to be recovered as any Fines or Penalties may be by this Act recovered pursuant to the Provisions herein contained, such Fines or Penalties nevertheless to be paid to the Treasurer of the Borough of *Bridgewater* aforesaid, to be by him carried to the Account of the Borough Fund.

Water not to be pounded within Two Inches of Ablake Clyes.

XIV. And be it further enacted, That the Weirs, Pens for Water, Tanks, and Dams to be erected in pursuance of the Powers herein contained shall be so constructed as not to pound or dam back the Water so high by Two Inches as the Top of the present Sill of the Clyes called the *Ablake Clyes*, on the River *Yeo* or *Ivel*, or of any other Clyes above *Ablake Clyes* aforesaid; but nevertheless it shall be lawful for the said Company in dry Seasons, when the Water in the said River *Yeo* or *Ivel* shall not be so high by Two Inches as the Top of the Sill of *Ablake Clyes* aforesaid, to place or set up Flash Boards Six Inches high upon the said Weirs, Pens for Water, Stanks, and Dams, and to continue the same until the Water shall rise above the Top of such Sill to the Height of Eight Inches, and no longer; but if the said Company shall permit such Flash Boards to remain on the said Weirs after the Water shall have attained the Height of Eight Inches above the Sill aforesaid, they shall forfeit the Sum of Ten Pounds for every such Offence, and the said Company shall also make Compensation for all Damage that shall be done thereby, such Penalty and Compensation to be recovered from Time to Time as other Penalties and Compensations for Damage are by the Provisions of this Act directed to be recovered.

Enabling Land-owners to take Water in dry Seasons as usual.

XV. Provided always, and be it further enacted, That nothing in this Act contained shall take away the Right of the Owners and Occupiers of Land adjoining the said Navigation in dry Seasons to turn the Water of the said River *Parrett*, or of the Rivers which flow into the same, either above or below *Langport*, into their Ditches for the Supply of Cattle at the usual Watering Places, by means of the Flash Boards belonging to the Weirs to be erected upon the said Navigation, or by temporary Dams across the said River, taking no more Water than is necessary for the Purpose, and doing no wilful

Damage to the said Navigation, and not wilfully suffering the said Waters to escape in such dry Seasons by the Drains herein-after directed to be made from the *Ablake Clyes* and certain other Clyeses to the said River *Parrett* below *Langport Bridge.*

Company to form a Main Drain for the Long Sutton Lands.

XVI. And be it further enacted, That the said Company shall immediately after the passing of this Act, at their own Costs and Charges, make and for ever thereafter cleanse, maintain, and keep in good and sufficient Repair and Condition a Main Drain or Water-course of the Width of Ten Feet at the Bottom thereof, and with Sides properly sloped, with sufficient Culverts, Hatches, Bridges, and Embankments in, over, or along the said Drain, which said Main Drain shall begin at or near and extend from *Ablake Clyes* aforesaid to some Point below the *Langport Great Bridge*, and the Bottom thereof shall be formed at its Commencement One Foot lower than the Sill of *Ablake Clyes* aforesaid, and the same shall be made as nearly as may be of a regular and gradual Descent, and shall proceed on either Side of the River the said Company shall think fit to some Point in the River *Parrett* below the Locks to be erected at or near *Langport Bridge*, where the Water shall not be pounded by any Works of the said Company higher than a Stone or Watermark to be placed and fixed at the Mouth of the said Main Drain at the Level of One Foot at least below the Surface of the Sill or Apron of the said *Langport Bridge ;* and the said Company shall also erect and make, and for ever thereafter keep in repair, good and sufficient Clyes or Hatches at or near the Commencement of the said Main Drain, under the Control and Direction of the Lord of the Manor of *Long Sutton* in the County of *Somerset* for the Time being, in order to prevent the Escape of the Water through the said Main Drain in dry Seasons, or when required for such Lands : Provided always, that in case the said Main Drain shall in its Course join or be joined to any other Drain, then the Dimensions thereof herein-before mentioned shall after such Junction be increased as herein-after mentioned ; provided further, that no Part of such Drain shall be made or carried in or into the said Parish of *Muchelney*.

Mode of recovering Damages.

XVII. And be it further enacted, That if at any Time hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Tenements, Hereditaments, or Property by reason of the Execution of any of the Powers given by this Act, or by reason of any Neglect on the Part of the said Company, or of any of their Agents or Servants, in not duly opening the Hatches in Times of Flood or otherwise, then and in every such Case such Damages shall from Time to Time be settled and ascertained by a Jury, and the Sum or Sums of Money to be paid for the same shall be levied, recovered, and applied in such and the same Manner as is herein directed with respect to such Damages or Compensations as are herein provided for, and the Money to be paid as a Recompence for the same.

Drains in the Long Sutton Level.

XVIII. And be it further enacted, That it shall be lawful for the said Company, with the Consent and at the Expence of the Owners of Lands in the Parish of *Long Sutton* in the said County of *Somerset*, to

to make or cause to be made a Cut or Drain in and through the Interior of the Lands of the said Parish of *Long Sutton*, with such collateral Cuts and Drains as may be considered necessary for the Purpose of conveying off the back Waters in and near *Long Sutton* aforesaid, down to the Commencement of and into the aforesaid Main Drain at *Ablake Clyes* aforesaid so to be made as aforesaid, which said last-mentioned Cut or Drain and collateral Cuts and Drains shall be made of such Length, Width, and Depth, and shall commence at such Place or Places as shall be required by the major Part in Value of the Owners of the Lands of the said Parish of *Long Sutton*, who shall afterwards keep the same in repair; such Requisition to be signified by the said Owners, or the major Part of them, by Writing under their Hands, or the Hands of their respective Agents, and delivered to the Clerk of the said Company, or left at their Office.

Enabling the Company to use One Third of the Water of the River Isle, and regulating Construction of Weirs, &c. subject to certain Conditions. 3 & 4 W. 4. c. 13.

XIX. And whereas an Act was passed in the Third Year of the Reign of His present Majesty, intituled *An Act for inclosing certain Moors or Commons called* East Moor, West Moor, *and* Middle Moor, *in the County of* Somerset, and Powers were thereby given to the Commissioner under the said Act to make and erect Works in or near the said Moors or Commons, or any adjoining Commons or Wastes, and in, through, and over any ancient Inclosures or other Lands or Grounds within the several Parishes therein mentioned, or any adjoining Parishes or Places, for the better and more effectual draining and improving the said Moors or Commons, or for the better and more effectual irrigating and watering or supplying with Water any of the Allotments to be set out and made under and by virtue of the said Act, or for the Convenience, Use, and Occupation of the Owners of the said Allotments; and the said Commissioner was empowered to award, order, and divert any Streams of Water, Watersprings, and Watercourses to go or be turned in or diverted through, over, or across any Part of the said Moors or Commons, in such Manner as he should think most beneficial and convenient for the watering or supplying with Water or Drainage of the several Allotments to be made as aforesaid: And whereas the Commissioner acting under the Powers of the said Act has proceeded to erect and is now completing a certain Stone Weir across the said River *Isle* called *Slab Gate Weir*, with necessary Embankments, Supply Channel, and other Works, and a certain Drain called the Catchwater Drain for effecting by means of the Waters of the said River *Isle* the several Objects aforesaid: And whereas it is considered that Two Thirds of such Waters will be sufficient for the Purposes aforesaid, and that the other Third may (without Prejudice to the Objects of the said last-mentioned Act) be taken and used for the Purposes of this Act; be it therefore further enacted, That the Commissioner under the said Act of the Third Year of the Reign of His present Majesty King *William* the Fourth shall have full Power to complete the said *Slab Gate Weir*, and all necessary Embankments and Works connected therewith, and that the same shall be continued and maintained at all Times thereafter; and that the said Commissioner shall have Power to direct by whom and in what Proportions and Manner the same Weir, Embankments, and Works, and the said Catchwater Drain, and the Channels connected therewith, shall at all Times thereafter be repaired, maintained,

tained, scoured, cleansed, and kept; and that after the Regulating Weir herein-after mentioned shall be completed, the said Commissioner shall make, and there shall at all Times after the same shall be made be maintained, a Waterway in the said *Slab Gate Weir* Twelve Inches in Width, on the same Level as the Regulating Weir herein-after mentioned, for the Purpose of allowing a Portion of the Waters of the said River to flow along its usual Course; and the said Commissioner, and the Owners, Proprietors, and Occupiers of the Moors and Commons mentioned in the said Act of the Third Year of the Reign of His present Majesty, and of the Allotments made or to be made in pursuance of such Act, shall for the Purposes expressed in the said Act at all Times have and be absolutely entitled to Two Thirds of the Waters flowing in the said River *Isle*, and the Company hereby established shall be entitled to the other Third of such Waters; and that in order to effect such Division the said Company shall erect and maintain a good and substantial Stone Weir (to be called the Regulating Weir) across the Water Carrier or Supply Channel for conveying the Waters of the said River *Isle* to the said Catchwater Drain just below the *Slab Gate* Sluices made by the said Commissioner (or as near thereto as may be) of the Width of Forty-five Feet, and at a Level of Two Inches below the Top of the said *Slab Gate Weir*; and that the said Regulating Weir shall be divided into Two distinct Parts, one of which Parts shall be of the Width of Thirty Feet, and shall be for the carrying and Supply of the said Two Thirds of the Waters of the River *Isle* for the Purposes expressed in the said Act of the Third Year of the Reign of His present Majesty, which Water shall flow into the said Catchwater Drain by means of the said Water Carrier or Supply Channel already made or in progress of making by the said Commissioner, and the other divided Part of the said Regulating Weir shall be of the Width of Fifteen Feet, and shall be for the carrying and Supply of the said One Third of the Waters of the said River *Isle* to the said Company for the Purposes herein expressed; and such One Third of the Waters so to be taken for the Purposes of this Act shall be conveyed from the said Regulating Weir into the said Canal by a Channel to be cut by the said Company wholly separate and distinct from the said Supply Channel conveying Water from the said Regulating Weir into the said Catchwater Drain; and that the said Regulating Weir, if made before the Execution by the said Commissioner of his Award, shall be made to his Satisfaction: Provided always, that if the taking or using by the said Company, in the Exercise of any Power by this Act granted, of any Part of the Waters of the said River *Isle* shall operate to the Prejudice or Injury of the said Commissioner, or any of the Owners, Proprietors, or Occupiers of or Persons interested in the said Moors and Commons, or any Allotments thereof, or of any Parts thereof, the said Company shall and they are hereby required to make full Compensation to the said Commissioner, or to the said Owners, Proprietors, Occupiers, or Persons who may be prejudiced or injured thereby; and in case there shall be any Difference or Dispute between the said Company and the said Commissioner, Owners, Proprietors, Occupiers, or Persons, or any of them, as to the Amount of such Compensation, the same shall be ascertained, settled, and determined in the same Way and Manner as any Differences which may arise between the said Company and the several

Owners

Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, damaged, or injuriously affected by the Execution of any of the Powers hereby granted are herein directed to be settled.

Channel from Slab Gate Weir to the Regulating Weir to be deepened and widened.

XX. And whereas it will be necessary for the Purposes aforesaid, that the Supply Channel from *Slab Gate Weir* aforesaid to the said Regulating Weir shall be deepened and widened, and that the Portion of Water to be conveyed through the Supply Channel from the Regulating Weir to the Catchwater Drain should be carried under the said Canal into the said Catchwater Drain; be it therefore further enacted, That the Expence of the widening and deepening of the said Channel by the said Commissioner shall be borne and defrayed by the said Company, and shall be recoverable by the said Commissioner in the same Manner as Sums assessed for Damages are hereinafter made recoverable, and that a Culvert or Syphon Four Feet in Diameter shall be constructed and laid under the said Canal, to convey the aforesaid Two Thirds of the Waters of the said River *Isle* into the said Catchwater Drain, which Culvert or Syphon shall be constructed by and at the Expence of the said Company, and shall at all Times thereafter be maintained and kept in perfect Repair by the said Company.

Canal to be cut parallel with the Catchwater Drain, and Notice of nitended Line to be given to the Commissioner.

XXI. And be it further enacted, That the said Company shall cut their Canal parallel with and distinct from the said Catchwater Drain on the North Side thereof, and shall not use or interfere with any Part of the said Drain, except such Part thereof as is against the Turnpike Road leading from *Langport* to *Ilminster*; and that the said Company shall, within Two Calendar Months from the passing of this Act, give Notice in Writing to the Commissioner under the said Act of the Third Year of the Reign of His present Majesty of the exact Line to be taken and used for the said Canal, and of the Portion of the said Catchwater Drain which may, according to the Provisions aforesaid, be used for the Purposes of the said Canal, in order that the said Commissioner may make a new Catchwater Drain in lieu of the Portion thereof proposed to be occupied by the said Canal; and that it shall be lawful for the said Commissioner to make such fresh Catchwater Drain, and such Bridges and Works as he shall consider necessary, and that the Expence thereof shall be borne and defrayed by the said Canal Company hereby established, and shall be recoverable in the same Manner as Sums assessed for Damages are herein-after made recoverable; and in case the said Company shall omit to give such Notice as aforesaid, then and in such Case the said Company shall not be at liberty at any Time or Times thereafter to cut the said Canal so as to interfere in any way whatsoever with the said Moor, or with the Works done or to be done by the said Commissioner: Provided always, that until such Notice shall be given as aforesaid, the said Commissioner shall be at liberty to proceed with his Works, and exercise all Powers in regard thereto under the said Act of the Third Year of the Reign of His said present Majesty, in such and the same Manner as if this Act had not been passed: Provided also, that all the Waters flowing from the said River *Isle* into the said Catchwater Drain shall and may be taken and used for the Purposes of the said Act of the Third Year of the Reign of His said present

present Majesty, until such Period as the One Third of such Waters intended for the Use of the said Canal shall be wanted for that Purpose: Provided always, that if such of the Works of the said Canal, which are herein-before required to be done by and at the Expence of the said Company, as may in any degree interfere with the Works done or now in progress by the said Commissioner shall not be made and completed by the said Company within Six Calendar Months after such Notice shall have been given as aforesaid, then and in such Case the said Company shall not have Power to carry into effect any of the Powers and Provisions contained in this Act so as in any respect to interfere with the Works done or now in progress by the said Commissioner; but nevertheless the said last-mentioned Provision shall not prevent the said Company from making and completing that Portion of their Canal and the Supply Channel thereto which are parallel with the said Catchwater Drain and the Supply Channel to the same, so that in the doing thereof the said Company shall not in any respect interfere with the Works of the said Commissioner.

Ground between the Canal and the Catchwater Drain of Westmoor to be made Water-tight.

XXII. And be it further enacted, That the South-eastern Verge of the said Canal shall not be nearer to the North-western Verge of the said present Catchwater Drain than Ten Feet, and that the Space between the said Canal and the said Catchwater Drain shall be taken and purchased by the said Company under the Provisions herein-after contained, and that the Ground between the said Drain and the said Canal shall at all Times after the said Canal shall be cut be kept by the said Company sufficiently Water-tight to prevent Injury by Leakage to the Works of the said Commissioner, or to the Lands or Property of any Person or Persons whomsoever, and that the said Company shall make Compensation for all Injury that shall be done by such Leakage as aforesaid; which Compensation shall be ascertained and recovered in the Manner provided by this Act with respect to Compensation for other Damages under this Act.

Providing for Construction of Bridges over the Canal.

XXIII. And be it further enacted, That the said Company shall build, and at all Times thereafter keep in repair and maintain, Bridges across the said Canal opposite such Bridges as the Commissioner under the said Act of the Third Year of the Reign of His present Majesty has already built or shall hereafter build under the Provisions of the said last-mentioned Act over the said present Catchwater Drain; and if the said Canal Bridges shall be higher than those made or to be made over the said Catchwater Drain, in order to allow Boats, Barges, or other Vessels to pass under the same, the said Canal Company shall, at their own Expence, raise the Walls of the Bridges built or to be built by the said Commissioner over the said Catchwater Drain as aforesaid, and also raise the Approaches thereto, so that the Ascent be not more than in the Proportion of One Foot to Thirteen Feet, and that such Approaches be of the full Width of the Surface of the Roadway between the Extremities of the Walls of the said Bridges built or to be built by the said Commissioner over the said Catchwater Drain as aforesaid.

A Weir to be erected for discharging

XXIV. And be it further enacted, That the said Canal Company shall erect and maintain a Weir of sufficient Width, in order to discharge Water from the said Canal into the River *Isle*, so that the

Water from the Canal into the River Isle.

Water of the said Canal shall not be dammed or pounded back upon the said Regulating Weir; and that it shall not be lawful for the said Company to use the said Canal until such last-mentioned Weir shall be completed, or, after the same shall be completed, whilst such Weir shall not be in a proper State for discharging such Water as aforesaid.

To prevent the Waters being impounded at the Confluence of the Rivers Parrett and Isle.

XXV. And be it further enacted, That no Lock, Weir, Stop, or Dam shall be made at any Time or Times hereafter in or across the River *Parrett* which shall have the Effect of impounding the Waters at the Confluence of the River *Isle* with the River *Parrett*, until a Culvert or Syphon shall have been constructed and carried under the said River *Isle* from the Main Drain of *Westmoor* aforesaid immediately above or on the higher Side of the outlet Sluices intended to be erected by the said Commissioner at or near the Confluence of the Rivers *Isle* and *Parrett* for the Purpose of discharging the Drain Waters of the said Moors; and such Culvert or Syphon shall be at least Eight Feet Wide and Five Feet in Height, and shall be laid at such Depth that the Waters of the Moor shall in all Times of Low Water be effectually drained off to the Depth of Eighteen Inches below the Sill of the lowest Sluice at the present Shittles called *Middleney Shittles*; and that such an entire Drain shall be made from the lower End of the said Culvert or Syphon, of the Width at the Bottom of Eight Feet at the least, through the Lands on the Western Side of the said River *Parrett* down to a Point in the said River *Parrett*, below the Bridge at *Langport*, which shall be fixed One Foot below the Level of the Sill of *Langport Bridge*, or down to and into such wider and deeper Drain as shall be made and completed under the Provisions in this Act contained for the Drainage of the Lands or Levels situate in the Parishes of *Long Sutton*, *Martock*, *Kingsbury Episcopi*, *Muchelney* ,and *Huish Episcopi*; and the said Company shall maintain and keep in perfect Repair at all Times the Culvert or Syphon to be constructed as aforesaid, and shall at all Times keep open and cleanse the Drain to be made from the lower End of the said Culvert or Syphon to its Entrance into the River *Parrett* below the Locks to be erected at or near *Langport Bridge*, or into such other wider and deeper Drain as aforesaid; and that in no Case and at no Period whatever shall any Pens or Dams be made across the said River *Parrett* above *Langport Bridge* which shall have the Effect of raising the Surface of the Water of the said River *Parrett* Two Feet higher than the present lowest Outlet at *Middleney Shittles* aforesaid, and that no such Pens or Dams as aforesaid shall be made until the Culvert or Syphon, and the Drain therefrom, to be respectively made as aforesaid, shall be completed; and that during such Period as the Drainage of the aforesaid Moors or any Part thereof shall be impeded by the Stoppage of the Culvert or Syphon and Drain to be made by the said Company as aforesaid, the said Company shall keep open such Pens or Dams as aforesaid so as to allow a free Flow of Water in the River.

Remedy in case the Works hereby authorized

XXVI. And be it further enacted, That if at any Time or Times any Weir, Stop, Dam, or Pen, or other Work shall be made as aforesaid, or being made shall not be forthwith removed or altered, so as that

are not duly made and maintained.

that when altered it shall not produce any Effect intended to be guarded against as aforesaid, or if the several Culverts or Syphons, Weirs, Bridges, Drains, and other Works herein-before required to be made by the said Company for the Supply of the aforesaid Catchwater Drain, and for the Drainage of the Lands in the aforesaid Moors, shall not be made, or being made shall not at all Times thereafter be maintained and kept in good and sufficient Repair by the said Company according to the Provisions herein contained, then and in any such Case, and if the Flow of the aforesaid Two Thirds of the Waters of the said River *Isle* into the said Catchwater Drain shall be impeded, or if the Drainage of the said Moors or any Part thereof shall be impeded, it shall be lawful for the said Commissioner, or for any Person or Persons whose Lands or Property may have been injured or shall be liable to be injured by any such Weir, Stop, Dam, or Pen as aforesaid, or by such Culverts or Syphons and Drains and other necessary Works not being made, or being made not being maintained and kept in perfect Repair as aforesaid, to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Somerset* from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered at their Discretion to grant such Order as aforesaid, enabling such Commissioner or other Person or Persons aforesaid, or any of them, to remove or alter any such Weir, Stop, Dam, Pen, or Obstruction as aforesaid, and to make or cleanse and repair any such Culverts or Syphons, Drains, and other Works as aforesaid; and all Costs and Expences thereof, together with the Damages or Injuries which may have been actually sustained by reason of the Act, Default, or Omission of the said Company in regard to the Matters aforesaid, (all which Costs, Expences, and Damages shall be ascertained by such Justices,) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and pay such Expences, Costs, and Damages for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences, Costs, and Damages may be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions contained in this Act; and that if at any Time or Times the said Commissioner or any other Person or Persons shall sustain any Damage by reason of any such Act, Default, or Omission of the said Company as aforesaid, such Damages shall, notwithstanding any thing herein contained to the contrary, if required by the said Commissioner or such other Person or Persons, instead of being ascertained by Justices as aforesaid, be settled and ascertained by a Jury in manner provided by this Act with respect to Compensation for other Damages; and the same, with all Costs, Charges, and Expences incident thereto, shall be recovered in the same Manner as other Compensations under this Act.

If Water is pounded at or above Langport Bridge, Barrel Culverts to be made.

XXVII. Provided also, and be it further enacted, That if the said Company shall by means of Locks, Weirs, or otherwise pound the Water at *Langport Bridge*, or at any Point above *Langport Bridge*, so as to bay it on the Sill or Apron at the Bottom of *Bishop's Clyes*, the said Company shall first, at their own Costs, make proper, ample, and sufficient Barrel Culverts under the River *Parrett* or River *Yeo* where necessary for the Purpose of conveying the Waters of the *Muchelney*,

Muchelney, *Martock*, *Kingsbury Episcopi*, and *Huish Episcopi* Lands or Levels which have heretofore run into the *Huish* Level, and all other Waters which may under the Provisions of this Act be brought or carried into the *Huish* Level, on the South Side of the River *Yeo*, by means of any Culvert or Culverts, as follows; that is to say, in case no other Waters are brought into the said Level on the *Muchelney* Side of the said Rivers under the Powers of this Act, One Barrel Culvert of Seven Feet in Diameter at the least, and in case any other Waters are brought into the same Level, then an additional Culvert or Culverts equal at least to the Culvert or Culverts by which such additional Water shall be brought into the said Level; and if it shall be found that the said first-mentioned Culvert or Culverts shall not be sufficient to carry off the Waters which shall be brought to the same, then the said Company shall make such further Culvert or Culverts as shall be necessary for that Purpose; and the said Company shall also make a proper, ample, and sufficient Cut or Drain, as near as may be of a regular and gradual Descent from such first-mentioned Culvert or Culverts, and at a Level of One Foot Six Inches under the Sill or Apron at the Bottom of *Bishop's Clyes*, to a Level of One Foot under the Level of the Point or Watermark herein directed to be fixed at or near *Langport Bridge*, which Drain shall be of sufficient Width and at least of the Width following at the Bottom thereof, that is to say, in case the Waters from the Level on the *Muchelney* Side of the said Rivers only shall be discharged by such Culvert or Culverts, then of the Width of Twelve Feet, but in case the Waters on the *Long Sutton* Side of the said Rivers shall be brought into the said Drain, then of the Width of Twenty Feet, and in case the Waters from the *Westmoor* and *Drayton* Side of the River *Parrett* only shall be brought into the said Drain, then of the Width of Nineteen Feet, and in case the Waters from the *Long Sutton* Side and the *Westmoor* Side of the said Rivers shall be brought into the said Drain, then of the Width of Twenty-five Feet, for the Purpose of conveying all the Waters aforesaid to some Point in the River *Parrett* below the Locks to be erected at or near *Langport Bridge* where the Waters shall not be pounded by any Works of the said Company higher than a Stone or Watermark to be placed and fixed at the Mouth of the said Cut or Drain at a Level of One Foot below the Surface of the present Sill or Apron of the said Bridge, so as always to insure a Delivery of the Water One Foot lower than the present Surface of such Sill or Apron; and the said Company shall also, at their own Costs, make a Cut or Drain in continuation of the present Cut or Drain which runs from the Culvert or Bridge at *Shortwall* to *Bishop's Clyes* down to the said first-mentioned Culvert to be made under the said River *Parrett* or River *Yeo* as aforesaid, of sufficiently ample Size and Dimensions, and of the Width of Twelve Feet at the least at the Bottom and One Foot deeper than the present Sill of *Bishop's Clyes*, with a self-acting Clyes Twelve Feet wide at the least at or near the Entrance of such Culvert, for the Purpose of effectually conveying off the Water proposed to be brought from *Thorney Moor* as herein mentioned as well as the Water passing through such Culvert or Bridge at *Shortwall*, and for the Purpose of preventing the said Levels from being flooded by means of any thing done under the Powers of this Act.

Drain and Culverts to be made to convey the Water through the Parish of Huish Episcopi.

XXVIII. Provided also, and be it further enacted, That in case the said Company shall bring the Waters from *Long Sutton* Parish into the Parish of *Huish Episcopi* by means of a Culvert under the said River *Yeo*, they shall, at their own Costs, make a sufficient Drain and Culverts, as herein-before expressed, for the Purpose of conveying the said Waters through the said Parish of *Huish Episcopi* down to *Langport Bridge*, and not allow the same to mix with any other Waters until they are carried under the said River *Parrett;* and they shall also raise sufficient Embankments on the Southern Side of the said Drain to protect the *Huish Episcopi* Levels from being flooded, equally well as they are now protected by the Banks on the Sides of the said Rivers *Yeo* and *Parrett*, parallel to such new Drain.

Drains for the Protection of Thorney Moor.

XXIX. Provided also, and be it further enacted, That in case the Water of the River *Parrett*, or the Water of the said Rivers *Parrett* and *Yeo* after their Confluence together, shall be so pounded by the said Company as to bay the Water on the Sill or Apron at the Bottom of *Thorney Moor Clyes*, in the Parish of *Muchelney*, the said Company shall first, at their own Cost (unless by Arrangements to be hereafter made with the Proprietor or Proprietors of *Thorney Moor* aforesaid other Measures for Protection of *Thorney Moor* and the Lands adjacent shall be agreed on), to the Satisfaction of the Proprietor or Proprietors of Lands in the Parish of *Muchelney*, or his or their Surveyor, in respect to the Course, Width, Depth, and Execution, make a collateral Drain for carrying off the Water from the lowest Point of *Thorney Moor*, and make proper, ample, and sufficient Culverts or Bridges at the several Roads from *Bage Bridge*, the *Muchelney Ford Road*, and wheresoever else may be necessary, down to the Termination of the Lands in the said Parish of *Muchelney*, at some Point between the new Turnpike Road leading from *Langport* to *Muchelney* and the River *Parrett*, and from thence to and into the said Drain or Cut herein-before directed to be made from the said Culvert or Bridge at *Shortwell*.

For keeping Culverts, &c. in repair.

XXX. And be it further enacted, That the said Company shall, at their own Costs and Charges, support, maintain, cleanse, and keep in good and sufficient Repair and Condition all such Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, and Drains as are by this Act directed to be made by and at the Expence of the said Company as aforesaid, and also keep the Locks and Dams to be erected by such Company in the Course of the said Rivers in sufficiently good Repair to preserve the Means of their acting on a self-acting Principle as directed by this Act; and that if at any Time after Two Days Notice in Writing shall be given to the said Company, or any of their Agents or Servants, by or on behalf of any Person or Persons whose Lands may have been injured or shall be liable to be injured by the Want of making, repairing, cleansing, or maintaining any of such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains as aforesaid, that the same or any of them are not made, or being made are not cleansed, maintained, or repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains, it shall be

lawful for such Person or Persons to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Somerset* from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to grant such Order as aforesaid, enabling such Person or Persons or any of them, or the Owners or Occupiers of any other Lands injured or liable to be injured as aforesaid, to make or cleanse and repair such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains; and all Costs and Expences thereof, together with the Damages or Injuries which may have been actually sustained by reason of the Default or Omission of the said Company, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and pay such Expences, Costs, and Damages for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences, Costs, and Damages may be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein contained; provided further, that nothing in this Act contained shall enable the said Company to bring any Water from the *Westmoor* Side of the said River *Parrett* to the *Muchelney* Side thereof, nor from the North Side of the said River *Yeo* into the said Parish of *Muchelney*, nor any additional Waters from the said Parish of *Martock* and *Kingsbury Episcopi* into the said Parish of *Muchelney*: Provided also, that if the Company shall remove the Towing Path from the *Muchelney* Side of the said River *Parrett* to the opposite Side of the same River, the Proprietor or Proprietors of the Lands in *Muchelney* shall, by themselves or Tenants, keep so much of the said Culverts, Bridges, Cuts, Banks, Clyes, and Drains as are in the said Parish of *Muchelney* in such good and sufficient Repair, and the said Canal Company shall thereafter, so long as the Towing Path shall be continued exclusively on such opposite Side of the said River, be exonerated therefrom.

Water not to be pounded above a certain Height.

XXXI. Provided also, and be it further enacted, That it shall not be lawful for the said Company under any Circumstances or by any Means whatever to pound or raise the Water in any Part of the River *Parrett* below *Bishop's Clyes* higher than the Level of Three Feet Six Inches on the present Sill or Apron of *Langport Bridge*, or Four Feet Six Inches above such Stone or Watermark to be erected at the Mouth of the said Cut or Drain as aforesaid, or higher than that Level on any Part of the River *Parrett* at any Point above *Langport Bridge*, to the Extremity of the Parish of *Muchelney*.

To prevent Leakage.

XXXII. Provided also, and be it further enacted, That the said Company shall, at their own Costs and Charges, prevent all Injury by Leakage of Water from the said Rivers into the Land adjoining, in consequence of pounding the Waters by the Locks, Weirs, and Dams herein authorized to be erected.

Self-acting Locks.

XXXIII. Provided also, and be it further enacted, That all Locks, Flood Gates, Weirs, and Dams to be erected on the said Rivers by the said Company shall be made so as to open on a self-acting Principle, by means of Buoys to lift out the Bolts or Fastenings thereof, or

or otherwise, so soon as the Waters of the said Rivers immediately above such Locks, Flood Gates, Weirs, or Dams respectively shall be swollen Six Inches higher than the Points so respectively fixed as aforesaid, or such additional Height to which the Water is hereby authorized to be raised at *Abblake Clyes*, and give as much Waterway in the said Rivers as if no Locks, Flood Gates, Weirs, or Dams had been erected; and such Locks, Flood Gates, Weirs, and Dams shall not be again closed until the Water shall have subsided as low as the same Points respectively; and in case any Lands shall become inundated or damaged by the Waters of the said Rivers by reason of the Locks and other Works not being so opened as they ought to be, in consequence of such self-acting Bolts or Fastenings failing to act, or from any other Reason or Circumstance whatsoever, whether accidental or otherwise, the said Company shall make Compensation to the Owners or Occupiers of such Lands for all such Damage or Injury; and such Compensation shall be recoverable, together with all Costs, against the said Company, as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein contained; provided further, that in case the said Company shall raise the Waters of the said Rivers higher than is hereby allowed, it shall be lawful for the Owners or Occupiers of any of the Lands liable to be inundated or damaged in consequence thereof, or any Person or Persons by them or any of them employed so to do, to open the Locks, Hatches, or Weirs which may dam or bay the said Waters, and the said Company shall pay all the Costs of doing the same, such Costs to be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein-after contained: Provided further, that if the said Company, or any Person or Persons in their Employ, shall wilfully close or shut the said Locks, Flood Gates, Hatches, or Weirs after the same shall have been so opened by or under the Authority of the said Owners or Occupiers of the said Lands until the Floods shall have subsided as aforesaid, then the said Company shall be liable to forfeit and pay to any Landowner who may sue for the same the Sum of Fifty Pounds for every such Offence, to be recovered as aforesaid.

If Langport Bridge is rebuilt by the Company, and costs 1,000*l.*, One Half thereof may be levied by Tolls on the Goods landed within 100 Yards of the Bridge.

XXXIV. Provided always, and be it further enacted, That if at any Time hereafter the said Company shall pull down and rebuild *Langport Bridge* over the said River *Parrett*, the said Company shall and may, in case the Sum expended by them shall amount to the Sum of One thousand Pounds, but not otherwise, levy One Half of the Sum so expended by them by extra Tolls on all Goods, Wares, and Merchandize which may be carried to, through, above, or beyond such Bridge, or which may be landed within Four hundred Yards of the same, such extra Tolls to commence within One Year after the Completion of such Bridge, and not to exceed Ten-pence *per* Ton; and if such Tolls shall be charged at a higher Rate than Five-pence *per* Ton, the same shall not be levied more than One Year; and in no Case shall such extra Tolls be levied more than Two Years in the whole.

Map or Plan deposited with the

XXXV. And whereas a Map or Plan describing the Line of the said Navigation and other Works, and the Lands through or over which

which the same are intended to be carried, together with a Section, and also a Book of Reference to the said Map or Plan containing a List of the Owners or reputed Owners and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace of the County of *Somerset*; be it therefore enacted, That the said Map or Plan, Section, and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, to the end that all Persons interested in any Manner therein may at all seasonable Times have Liberty to inspect the same, and to take or require the said Clerk of the Peace to make Copies thereof or Extracts therefrom, at their Pleasure, paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and One Shilling more for every Hour during which such Inspection shall continue after the first Hour, and at the Rate of Sixpence for every One hundred Words of such Copies or Extracts of or from such Book of Reference, and a reasonable Sum for such Copies or Extracts of or from the Plan or Section, if respectively made by the said Clerk of the Peace; and the said Map or Plan, Section, and Book of Reference, or any Copy thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by the said Clerk of the Peace to be a true Copy, shall be good Evidence in all Courts of Law and elsewhere.

Clerk of the Peace to remain there, and be open to Inspection.

XXXVI. Provided always, and be it further enacted, That the said Company, in making the intended Navigation and other Works, shall have full Power and Authority to deviate from the Line delineated on the Map or Plan so deposited with the Clerk of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend more than One hundred Yards from the Course or Direction delineated in the said Map or Plan, nor shall any such Deviation extend into the Lands or Grounds of any Person or Persons not mentioned in the said Book of Reference, unless the Name of such Person or Persons shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-after provided for in Cases of unintentional Errors in the said Book of Reference.

Limiting Deviations from Plan.

XXXVII. And be it further enacted, That no Advantage shall be taken of or against the said Company, or any Interruption be given to the making the said Navigation and other Works, on account of any erroneous Description or Omission of any Lands, Tenements, or Hereditaments, or of the Situation of any Lands, Tenements, or Hereditaments, or of the Names of the Owners or Occupiers thereof respectively, in the said Book of Reference or in the Schedule to this Act annexed; but it shall be lawful for the said Company, their Deputies, Agents, Officers, Surveyors, Servants, and Workmen, to enter into and upon and to take and use, for the Purposes of this Act, any Lands or Grounds set out and described in the said Map or Plan, notwithstanding any such Error or Omission, in case it shall appear to any Two Justices of the Peace acting for the said County of *Somerset* (in case of Dispute about the same), and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the said Clerk of the Peace.

Omissions in Book of Reference not to impede making the Canal, &c.

Houses and Gardens not to be used without Consent, except those specified in the Schedule.

XXXVIII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage for the Purposes of this Act any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees (except the Premises specified in the Schedule to this Act annexed), without the Consent in Writing of the Owners thereof and Persons interested therein respectively.

Breadth of the Land to be taken for the Canal.

XXXIX. And be it further enacted, That the Lands to be taken for making the said Canal and Works, and the Towing Paths, Banks, and Side Drains thereof, and the Ditches and Fences for separating such Towing Paths, Banks, and Side Drains from the adjoining Lands, and for the other Appurtenances, shall not exceed Forty Yards in Breadth, except in those Places where any Basin, Sluice, or Weir shall be made, or where it shall be judged necessary for Boats, Barges, or other Vessels or Rafts to turn or lie or pass each other, or where any Warehouse, Crane, or Weighbeam may be erected, or where Ground may be set out or appropriated for the forming of Wharfs, or for the Reception or Delivery of Goods, Wares, and Merchandize, nor shall they exceed Seventy Yards in Breadth in any Place without the Consent of the Owners of the Land affected by any extra Breadth.

Where small Parcels of Land are intersected, Company to purchase the Whole, if so required by the Owner.

XL. And be it further enacted, That if in making the said Improvements, Canal, or other Works hereby authorized to be made, any Pieces or Parcels of Ground shall be cut through and divided, so that what shall be left on each or either Side of the said Navigation and other Works shall be less than Half a Statute Acre in Quantity or less than Forty Yards in Breadth throughout the whole Length thereof, and if the Owner or Owners of any such Pieces or Parcels of Ground shall not have any other Land or Ground adjoining to that which shall be so left on each or either Side of the said Navigation and other Works, then and in every such Case, if the Owner or Owners of the same shall so require, but not otherwise, the said Company shall also take and purchase the Piece or Parcel or Pieces or Parcels of Ground so left on each or either Side of the said Navigation and other Works being less than Half a Statute Acre as aforesaid; and the Value thereof shall be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner or Owners as aforesaid shall have any other Piece or Parcel of Ground adjoining that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Piece or Parcel of Land, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

XLI. Pro-

Roads, &c. to be made, or temporary Passages provided, before making Canal, &c.

XLI. Provided always, and be it further enacted, That the said Company shall not make the said Navigation and other Works, or any Part thereof, or any Trench, Watercourse, or Work belonging to the same, in or across any common Highway, public Bridleway, or Foot-path, or other public Way or Road, until they shall have made and completed a new Roadway or Path in lieu thereof, including therein, where the said Navigation and other Works shall intersect the new Roadway or Path, a sufficient Bridge, Arch, or Passage, with all necessary Drains, Culverts, or other Works, or until they shall have made and provided a good and sufficient temporary Roadway or Path, the same to be continued until the Completion of the new one or the Restoration of the old one, and which Completion or Restoration shall take place with all convenient Speed; and where ultimately a new Roadway or Path shall be substituted, the Site and Soil of the former Roadway or Path shall, upon the Completion of the substituted Roadway or Path, become and the same is hereby vested in the said Company; and any such substituted Roadway or Path (exclusive of any Bridge, Arch, or Passage over the same) shall be from Time to Time kept in repair by the Party or Parties by Law liable to the Repairs of the former Roadway or Path.

Regulations as to Ascent to Bridges, &c.

XLII. Provided always, and be it further enacted, That in all Places where the Line of the Works hereby authorized shall be made across any Turnpike Road, public Highway, or Occupation Road, the Ascent of any Bridge to be made over any Part of the Navigation and other Works for the Purpose of such Turnpike Road shall not be made more than One Foot in Thirty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any Occupation Road not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Bodies Politic empowered to sell and convey Lands.

XLIII. And be it further enacted, That after any Lands, Tenements, or Hereditaments shall have been set out and ascertained for making the Improvements, Canal, and other Works and Conveniences hereby authorized, or any Part or Parts thereof, it shall be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable and other Purposes, Committees, Executors, Administrators, and all Trustees, not only on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, 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

or other Interest therein, and to and for all and every other Person or Persons whomsoever who is or are or shall be seised, possessed of, or interested in or having Power to dispose of any such Lands, Grounds, or Hereditaments, to contract for, sell, convey, and assure the same and every Part thereof unto the said Company; and all such Contracts, Sales, Conveyances, and Assurances shall be valid and effectual to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary in anywise notwithstanding, 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 or aliened, and be a complete Bar to all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company and to attend the Reversion and Inheritance; and all Bodies Politic, Corporate, or Collegiate, and all other Persons so conveying as aforesaid, are hereby indemnified for what they shall respectively do by virtue hereof; and all such Contracts, Sales, Conveyances, and Assurances shall be made at the Expence of the said Company, and such Conveyances and Assurances may be by Deed, whatever the Tenure of the Property may be, and according to the following Form, with such Variations in case the Purchase Money shall be payable into the Bank of *England*, or according to the Interests to be comprised in such Conveyance, or according to other Circumstances as may be found expedient; *videlicet*,

Form of Conveyance to the Company.

'I *A.B.* of in consideration of the Sum of
'to me paid by the Company of Proprietors
'of the *Parrett* Navigation, do hereby, by virtue of the Powers
'contained in an Act of Parliament passed in the Year
'of the Reign of His Majesty King *William* the Fourth, intituled
'[*here set forth the Title of this Act*], grant and confirm [*or, in Cases*
'*of Copyhold or Customary Lands requiring Surrender*, do hereby agree
'to surrender] to the said Company, their Successors and Assigns,
'all [*describing the Premises to be conveyed or agreed to be surrendered*], together with all Ways, Rights, and Appurtenances thereunto
'belonging, and all my Right, Title, and Interest in and to the same
'and every Part thereof, as I am or shall become seised or possessed
'of, or am by the said Act capacitated to convey or surrender, to
'hold unto and to the Use of the said Company, their Successors and
'Assigns for ever, by virtue of and 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 Agreements to surrender respectively shall be kept by the Clerk to the said Company, who shall from Time to Time, when requested, deliver attested Copies thereof to any Person or Persons requiring the same, and shall have and receive at the Rate of the Sum of Sixpence for every One hundred Words, exclusive of the Expence of the Stamps.

XLIV. And

XLIV. 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 should 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 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.

The Company to pay the Expences of Conveyances, and of verifying Title,

or in case of Dispute about the same, to deposit the Amount claimed; but not to be prevented from entering into Possession.

Satisfaction to be made for Land taken.

XLV. And be it further enacted, That all Bodies Politic, Corporate, and Collegiate, Trustees, and other Persons herein-before enabled to sell or convey Lands or other Hereditaments, and any Owners or Occupiers of or Parties interested in any Lands or other Hereditaments, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, such Compensation or Satisfaction in gross Sums for the Value of such Lands and Hereditaments, and also as a Compensation for the Damages to be sustained by making or completing the Works herein directed, or the Execution of any of the Powers given by this Act, and also by reason of the severing or dividing such Lands, as shall be agreed upon by and between them respectively and the said Company for the Value of such Lands and Hereditaments, and also Compensation or Satisfaction for any Damages which shall or may be sustained or incurred by them or any of them respectively for or by reason of the making, repairing, or maintaining of the said Canal, Cuts, and Towing Paths, or any of the Feeders, Drains, Trenches, Passages, Watercourses, Culverts, Sluices, Reservoirs, Arches, Tunnels, Aqueducts, or other Works hereby authorized to be made or carried on and maintained, or for or by reason of the diverting or turning of any Streams or Waters under the Provisions of this Act for or by reason of the supplying of the said Canal, Reservoirs, Cuts, and Works with Water, whether by the Act of the said Company, their Agents, Workmen, or Servants, or of any other Person or Persons, or for or by reason of the flowing, leaking, or oozing of Water over or through the Banks of the said Canal, Cuts, Feeders, Aqueducts, Drains, Trenches, Arches, Passages, Watercourses, Culverts, Sluices, Reservoirs, and Works, or any of them, or for or by reason of the non-cleansing of the same or any of them, or for or by reason of the Separation of any Tenements, Lands, or Grounds, whereby the Value of such separated Parts shall be diminished, or by reason or means of the Execution of any of the Powers or Directions hereby given to the said Company, their Agents, Workmen, or Servants; and in case of Disagreement or Refusal to treat with the said Company in respect of any of the Matters aforesaid, the Compensation and Satisfaction to be made by the said Company shall be ascertained and assessed by a Jury in manner herein-after provided in that Behalf, and the Sum and Sums so agreed upon or ascertained and assessed shall be recovered in manner herein-after mentioned.

Conveyance of Copyholds.

XLVI. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel according to the Custom of such Manor; which Surrender shall and may be made by all Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interest as such Conveyances as aforesaid made by the same Per-

son or Corporation would have had over the Lands, Tenements, or Hereditaments comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands, Tenements, or Hereditaments shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers hereinafter contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall, at the Time of such Surrender as aforesaid, be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Persons, and Bodies Politic, Corporate, or Collegiate, by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands, Tenements, or Hereditaments purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands, Tenements, or Hereditaments in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold or disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Waste Lands to be conveyed by Lords of Manors.

XLVII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands

Lands by any Person, or Body Politic, Corporate, or Collegiate, having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands) as the Persons, and Bodies Politic, Corporate, or Collegiate, who are by this Act enabled to sell other Lands, Tenements, or Hereditaments, have in such Lands, Tenements, or Hereditaments, (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands, Tenements, or Hereditaments,) shall be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of a like Nature,) shall be paid by the said Company to the Churchwarden for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or public Purposes within the said Parish as a Vestry shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid, the Notices by this Act required to be served on the Owners or Occupiers of Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require) shall be deposited in the Bank of *England*, in manner by this Act directed in Cases of other Lands, Tenements, or Hereditaments taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor, if any, does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act,) shall entitle such Freeholders to Common Right in or over such Common or Waste Lands or other Lands (and whose said Lands, Tenements, or Hereditaments in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the Whole of the Lands which have such Common Right,) shall also in like Manner

ner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in Gross.

XLVIII. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Land chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent, chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds, after deducting there from the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at or would have been payable in respect of the same, in case they had been assessed alone under the Authority of the Act under which the said Compensation for Tithes has taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits in, upon, or over the said last-mentioned Lands and Grounds, or otherwise as he or they had or were entitled to in respect of the Whole of the said annual Sum or Corn Rent.

Mortgagees to convey to the Company.

XLIX. And be it further enacted, That all Persons and Bodies Politic, Corporate, or Collegiate having any Mortgage on any Lands, Tenements,

Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, (which Tender and Payment the said Company are hereby authorized to make, and deduct the same from any Sum agreed or awarded to be paid for the Estate or Interest of the Party entitled to the Equity of Redemption of and in the Lands so mortgaged,) immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of this Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee or Mortgagees shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee or Mortgagees shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice and in addition to the said other Monies of Six Calendar Months Interest in advance for the Use of such Mortgagee or Mortgagees, the Cashier of the said 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 said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

L. And be it further enacted, That in all Cases in which any Lands, Tenements, or Hereditaments subject to any Mortgage or Mortgages shall be required for the Purposes of this Act, which Lands, Tenements, or Hereditaments shall be of less Value than the Principal Monies, Interests, and Costs secured thereon, or in which a Part only of any Lands, Tenements, or Hereditaments subject to any Mortgage

Mortgage or Mortgages shall be required for the Purposes of this Act, and the Mortgagee or Mortgagees thereof shall not consider the remaining Part of such Lands, Tenements, or Hereditaments to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, Tenements, or Hereditaments, or (as the Case may be) of such Part of the said Lands, Tenements, or Hereditaments as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be awarded and agreed upon by and between such Mortgagee or Mortgagees and the Person or Persons entitled to the Equity of Redemption of such Lands, Tenements, or Hereditaments on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands, Tenements, or Hereditaments the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee or Mortgagees as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or Mortgagees, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs and other Money due or secured thereon, and thereupon such mortgaged Lands, Tenements, or Hereditaments shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Premises not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the Whole of the Lands, Tenements, or Hereditaments originally comprised in such Mortgage or Mortgages: Provided also, that when a Part only of any Lands, Tenements, or Hereditaments subject to any Mortgage or Mortgages shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands, Tenements, or Hereditaments so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee or Mortgagees thereof in part satisfaction of his mortgaged Debt, a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage or Mortgages at the Time of executing such Assignment to the said Company, and shall

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be signed by such Mortgagee or Mortgagees; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Differences respecting the Price of Land or Damages to be settled by a Jury.

LI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken and damaged or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That in case any Body or Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons interested in or entitled to or having Power to dispose of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, for the Space of Twenty-one Days next after Notice in Writing given to the principal Officer of any such Body or Bodies Politic, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, or left at the usual or last Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any such Lands, Tenements, or other Hereditaments, or at his, her, or their usual or last Place or Places of Abode, or there being no Tenant or Occupier, then affixed to a conspicuous Part of the Premises, shall neglect or refuse to treat or disclose their Title or Interest, or shall not agree with the said Company concerning the same, or shall by Absence, Nonage, or otherwise be prevented from treating, or in case of any Difference between the said Company and any Body or Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons, as to the Amount of Compensation for Damages to be sustained as aforesaid, then and in any or either of the said several Cases the said Company shall and they are hereby empowered and required to issue a Warrant or Warrants under their Common Seal, or under the Hands and Seals of Three at least of the Committee of the said Company, to the Sheriff of the County of *Somerset*, and in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anyways interested in the Matters in question, then to one of the Coroners of such County who shall not be so interested as aforesaid, or if all the Coroners shall be so interested, then to the last Person then living in the County who filled the Office of Sheriff of the same County, and who shall not be interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to empannel, summon, and return, and the said Sheriff or Coroner or other Person is hereby required accordingly to empannel, 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 Trials of Issues in His Majesty's Courts of Record at *Westminster*, to appear before the Justices of the Peace for the same County, at some Court of General or Quarter Sessions of the Peace to be holden for the same County, or at some Adjournment thereof, as in such Warrant or Warrants shall be appointed; and the Persons so empannelled, summoned, and returned as aforesaid are hereby required to appear as aforesaid, and to attend from Day to Day until duly discharged; and in case a sufficient Number of Jurymen shall not

appear at the Time and Place so to be appointed as aforesaid, such Sheriff or 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 may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the Clerk of the Peace for the same County, or his Deputy, is hereby empowered and required, on Request in Writing by either Party, to summon or call before the said Justices all and every Person and Persons who shall be thought necessary to be examined as a Witness or Witnesses touching the Matters in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Places or Matter or Matters in controversy, and such Jury upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of such Person or Persons as shall be called upon to give Evidence, the said Justices are hereby empowered to administer,) shall inquire of, assess, and ascertain the Sum or Sums of Money to be paid for the Purchase of such Lands, Tenements, or other Hereditaments, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also what Sum or Sums of Money shall be paid by way of Recompence either for the Damage which shall or may before that Time have been so sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damage which shall have been so occasioned as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, repaired, or remedied by the said Company, and which cannot or will not be further obviated, repaired, or remedied by them; which Recompence for such Damage shall be inquired into, assessed, and ascertained separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Justices shall accordingly give Judgment for such Purchase Money or Recompence so to be assessed by such Jury; which Judgment may be according to the Form, with such Variations as the Nature of the particular Case may require; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes against all Bodies Politic, Corporate, or Collegiate, and all other Persons whomsoever; provided that not less than Seven 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 opposite Party or Parties, by leaving such Notice with the Clerk, Agent, or principal Officer of any such Body Politic, Corporate, or Collegiate, or with the other Party or Parties respectively, or at their respective usual or last Places of Abode, or with the Tenant or Occupier of any Lands, Tenements, or Hereditaments involved in the Matter in question, or at their usual or last Places of Abode, or there being no Tenant or Occupier, then by affixing the same on a conspicuous Part of the Premises: Provided also, that in all Proceedings before any Jury the Party claiming Compensation shall be deemed Plaintiffs, and shall be deemed entitled to all Rights, Privileges, and Advantages to which Plaintiffs are by Law entitled.

Verdicts to be recorded.

LII. And be it further enacted, That every such Verdict and Judgment, being first signed by the Clerk of the Peace for the said County of *Somerset*, or his Deputy, shall be kept by the Clerk of the Peace for the said County among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes; and the same or Copies thereof, certified by the Clerk of the Peace of the same County under his Hand to be true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever and elsewhere; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and an additional One Shilling for every Hour during which such Inspection shall continue after the first Hour, and also to take or require the Clerk of the Peace to make Copies thereof or Extracts therefrom, paying for each Copy or Extract after the Rate of Sixpence for every One hundred Words.

Compensation Money to be apportioned.

LIII. And be it further enacted, That the said Juries shall and are hereby empowered, when the Nature of the Case shall require the same, to settle what Proportions of the Purchase Money or Compensation for Damages shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for such his or her Estate, Term, or Interest therein.

Notice of Injury to be given to the Company before Complaint made.

LIV. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to take notice of any Complaint to be made by any Person for any Injury or Damage by him or her sustained, or supposed to have been sustained, in consequence of the Execution of any of the Powers of this Act, unless Notice shall have been given in Writing, stating the Particulars of such Injury or Damage, and the Amount of Compensation claimed in respect thereof, by or on behalf of such Person to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time such Injury or Damage or supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Persons requesting Juries to enter into Bonds to prosecute and pay Expences.

LV. And be it further enacted, That every Person with whom the said Company shall 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 said Company in a Penalty of One hundred Pounds to prosecute his or her Complaint, and to bear and pay his or her Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon him or her.

Fine on Sheriff making Default, and on

LVI. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person so directed to summon and return a Jury as aforesaid, shall make default in the Premises, he shall for

every such Offence forfeit the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered with full Costs of Suit by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster;* and if any Person so summoned and returned as aforesaid upon such Jury shall not appear without sufficient Excuse, or appearing shall refuse to be sworn or affirmed, or give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so to be summoned to give Evidence shall not appear without sufficient Excuse, after having been paid or tendered a reasonable Sum for his or her Costs and Expences, or appearing shall refuse to be sworn, affirmed, or examined or give Evidence, then and in every such Case every Person so offending shall forfeit and pay, for the Benefit of the Party for whom or on whose Account such Jury or Witnesses shall be summoned, any Sum not exceeding Twenty Pounds; which last-mentioned Penalty and Forfeiture shall and may be levied by virtue of any Warrant under the Hand and Seal of any of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him or her, on Demand, the Overplus of the Money thereby produced (if any) after such Penalty and the Charges and Expences of such Distress and Sale shall be deducted.

Persons refusing to appear, &c.

LVII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of an Issue joined in any of His Majesty's Courts of Record at *Westminster;* and all and every Person and Persons who in any Examination to be taken by virtue of this Act upon their Oath, or, being Quakers, upon their solemn Affirmation, shall wilfully and corruptly give false Evidence 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 the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

Liabilities of Juries and Witnesses.

LVIII. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of Confirmation of written Instruments or Allegations, or of the Execution of Deeds or other Matters, the same shall be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual 'Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and 'for the more entire Suppression of voluntary and extra-judicial Oaths 'and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths*, or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Any Person making false Declaration to be guilty of a Misdemeanor.

5 & 6 W. 4. c. 62.

LIX. And

Expences of Juries how to be defrayed.

LIX. And be it further enacted, That in every Case where the Verdict of a Jury, summoned as aforesaid, shall be given for the same or a greater Sum than shall have been previously offered or tendered by the said Company for the Purchase of any Lands, Grounds, Messuages, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as a Compensation or Recompence for any Damages, Loss, or Injury which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of and relating to the summoning such Jury and of Witnesses, and also the Bond to be given by the Parties requiring such Jury to be summoned as herein mentioned, and generally of and relating to the taking such Inquest, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by some Justice of the Peace for the County of *Somerset*, not interested in the Matter in question (who is hereby authorized and required to settle the same at a Time and Place to be by him appointed, after summoning the Parties interested therein to attend him for that Purpose); and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for such County, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered or tendered by the said Company, or if no Verdict shall be given for Damages where the whole Dispute shall be whether any Damage has or has not been done, then and in every such Case one Moiety of the Costs, Charges, and Expences shall be defrayed by the Party or Parties opposed to the said Company, and one other Moiety thereof shall be defrayed by the said Company; and all such Costs, Charges, and Expences, having been ascertained and settled by some Justice of the Peace of such County in manner herein-before mentioned, any Proportion thereof actually paid by the said Company which ought to be borne by the opposite Party or Parties may be deducted out of any Money determined or adjudged to be paid to such Party as aforesaid, as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so to be determined or adjudged shall be deemed and taken, to all Intents and Purposes whatsoever, to be a good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in all Cases where by reason of Absence in Foreign Parts any Person or Persons shall have been prevented from treating and agreeing as aforesaid, the Whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Power to enter and take possession of Lands, &c. on Payment of Purchase Money.

LX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, Tenements, or other Hereditaments, or as a Compensation for Damages, Loss, or Injury as aforesaid, either to

to the Person or Persons entitled thereto or into the Bank of *England* under the Provisions of this Act, as the Case may be, it shall be lawful for the said Company of Proprietors immediately to enter upon and take and use such Lands, Tenements, and other Hereditaments; and such Lands, Tenements, and other Hereditaments, and the Fee Simple and Inheritance thereof, or other Estate, Term, and Interest therein purchased, shall thenceforth be and the same are hereby vested in the said Company: Provided nevertheless, that before such Payment it shall not be lawful for the said Company to enter upon or dig, cut, or use such Lands, Tenements, or other Hereditaments, without the Consent in Writing of the Persons interested therein under their respective Hands first had and obtained.

Compensation to be made for temporary Damage.

LXI. And whereas in making and executing the said Navigation and other Works by this Act authorized, or for the Purpose of hereafter repairing the same, it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Navigation and other Works for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Cuts for the Passage of Water, and Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the said Works or the future Repairs thereof shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payments, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Navigation and other Works by this Act authorized to be made and maintained, or any of them or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Cuts and Watercourses, Roads, or Approaches to or from the said Works, and also to make use of any Cuts, Watercourses, and Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same; to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands, Tenements, and Hereditaments through or upon which the said

said Navigation and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month after the Expiration of the Period by this Act granted for completing the said Navigation and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Navigation and other Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Navigation and other Works: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid, or for the Purpose of obtaining Materials for repairing the Works damaged by Floods as herein-after mentioned, the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the said County of *Somerset*, in case the Parties differ about the same.

Disputes where the Damage does not exceed 20*l.* to be settled by Two Justices.

LXII. And be it further enacted, That in case any Difference shall arise between the said Company and any Owner or Occupier of any Mill, Ground, or other Hereditaments at any Time making a Claim to Compensation for Damages to an Extent not exceeding Twenty Pounds, by reason of any Diversion or Obstruction of Water or other Works to be made by the said Company, and such Difference cannot be adjusted and settled between the said Parties, the same shall be ascertained and determined by Two Justices of the Peace, who upon Application made to them by both or either of the said Parties shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Justices may award Costs.

LXIII. And be it further enacted, That in the several Cases aforesaid the said Justices may award such Costs to be paid on each or either Side as they may deem reasonable, and may levy the same, by Warrant under their Hands and Seals, by Distress and Sale of the Goods and Chattels of the Party liable to pay the same.

Remedy in case of Default in paying Damages.

LXIV. And be it further enacted, That in case Default shall be made by the said Company in making Payment of all and every the Sum and Sums of Money agreed upon, awarded, or assessed as and for Compensation or Satisfaction for any Damages as herein-before provided

vided to the Bodies Politic or Corporate or Person or Persons 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 be lawful for Two or more Justices of the Peace acting within their respective Jurisdictions, 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 One or more Person or Persons to receive the Tolls or Rates hereby granted and made payable, or any of them, and thereout in the first place to pay all and every such Sum and Sums of Money respectively so agreed upon, awarded, or assessed as aforesaid, and the Costs, if any, occasioned by such Default of Payment thereof, together with legal Interest for the same, to the Person or Persons 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 or their Office as they the said Justices shall deem proper and sufficient; and the Person and Persons so to be appointed shall be deemed a Collector or Collectors of the said Tolls or Rates, and shall have such and the same Powers for collecting the same as if he or they had been appointed for that Purpose by the said Company, until such Sums, together with Interest thereon, and the Costs and Charges of recovering and receiving the same, shall be fully paid and satisfied; or otherwise the Party or Parties so aggrieved by such Default of Payment shall and may recover such Sum and Sums 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, 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 or Parties 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 together with Interest and Costs, together with the reasonable Charges attending such Distress; and if the Goods or Effects belonging to the said Company shall not be redeemed within Ten Days next after the making the same, and Notice thereof given in Writing as aforesaid, the same may and shall be disposed of in such Manner as the Law directs in case of Distress for Rent.

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

LXV. And be it further enacted, That if any Money shall be agreed or assessed to be paid for the Purchase of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, or of any Interest therein, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust,

Trust, whether Infants, Issue unborn, Femes Covert, or any Person whomsoever whose Lands are limited in strict or other Settlement, or any Person under any Disability or Incapacity, shall be entitled unto, interested in, or thereby capacitated to convey, 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 there *ex parte* "The Company of Proprietors of the *Parrett* Navigation," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty 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, and shall when so paid in there remain until the same shall, by Order of the said Court made upon a Petition to be preferred to the said Court in a summary Way by the Party who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debts or other Incumbrances, affecting the same Lands, Tenements, or Hereditaments, or other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court may deem expedient; or until the same shall upon the like Application be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, or upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which shall have been purchased, taken, or used as aforesaid, or in respect of which such Compensation or Recompence shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court 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, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time be paid by Order of the said Court to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, and Hereditaments so to be purchased, conveyed, and settled.

1 G.4. c.35.

When less than 200*l.* and exceeding 20*l.*

LXVI. Provided always, and be it further enacted, That if the Money so agreed or assessed to be paid as last aforesaid shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in such Case the same shall, at the Option of the respective Parties who would be for the Time being entitled to

to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased or used, or of such Interest therein, or of his, her, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, to be signified in Writing under the Hands of Three at least of the Committee of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the respective Parties to whom such Option is given, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Committee of the said Company; and the Money so paid to such Trustees and the Dividends and Produce arising thereon and therefrom shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, without obtaining or being required to obtain any Order of the Court of Exchequer touching the Application thereof.

Application when the Money does not exceed 20*l.*

LXVII. Provided also, and be it further enacted, That where such Money so agreed or assessed to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased or used for any of the Purposes of this Act, or in respect of which such Compensation shall be paid, for his, her, or their own Use and Benefit; or in case of Coverture, Idiotcy, Infancy, or Lunacy, or other Incapacity, then to his, her, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, Trustee or Trustees, to and for the Use and Benefit of such Person or Persons respectively entitled thereto.

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

LXVIII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same or the Money paid for such Compensation shall be required to be paid into the Bank of *England* for the Purpose of being invested in the Purchase of Consolidated or Reduced Bank Annuities or in other Government Securities, to be applied in the Purchase of other Lands to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order all the Costs, Charges, and Expences of or which may be incurred in consequence of the Purchase or taking or using of such Lands by the said Company under and by virtue of this Act, and also of the Investment of the Purchase and Compensation Money in Consolidated or Reduced Bank Annuities or other Government Securities, or in the Re-investment of such Purchase and Compensation Money in Land, together with the necessary Costs and Charges of obtaining

obtaining the proper Orders for such Purposes, and for the Payment of the Dividends, Interest, and annual Produce of such Consolidated or Reduced Bank Annuities or other Government Securities, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

In case of not making out Titles, or if Persons cannot be found, Purchase Money to be paid into the Bank.

LXIX. And be it further enacted, That in case any Party to whom any Money shall be agreed or assessed to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation as aforesaid, shall refuse to accept the same or to execute a proper Conveyance of the Premises purchased, or his or her Interest therein, or shall refuse, neglect, or shall not be able to make a good Title to the Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be absent from *England*, or cannot be found, or if any Party entitled to or to convey any such Lands, Tenements, or Hereditaments, or such Interest therein, cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company, then and in every such Case it shall be lawful for the said Company, in respect to the Sum or Sums of Money so agreed or assessed to be paid as aforesaid, to order the same to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them so far as the said Company can do,) subject to the Order, Control, and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Sum or Sums of Money, or to any Part thereof, by Motion or Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds or in Government or Real Securities, and to order Distribution thereof or Payment of the Dividends thereof according to the respective Estates, Titles, or Interests of the Parties making claim thereto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive any Sum or Sums of Money under this Act is and are hereby required to give a Receipt or Receipts to the said Company for such Sum or Sums of Money, specifying therein for what and for whose Use (described as aforesaid) the same is or are received, which Receipt or Receipts shall effectually discharge the said Company from seeing to the Application thereof.

Where any Question shall arise, the Person in Possession to be deemed entitled until otherwise shown.

LXX. And be it further enacted, That when any Question shall arise in reference to the Provisions aforesaid. or otherwise upon this Act, touching the Title of any Party to any Lands or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer in pursuance of this Act, or to any Annuities or Securities to be purchased with any such Money, or to the

the Dividends or Interest of any such Annuities or Securities, the Party or Parties who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of the Purchase thereof, and those claiming under such Party or Parties, or under the Possession of such Party or Parties, shall be deemed to have been lawfully entitled to such Lands, Tenements, or Hereditaments, or to such Interest therein or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends and Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, until it shall be made appear to the said Court that such Person was a wrongful Possessor, and that some other Party or Parties was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some other Estate or Interest therein; when the said Court shall be empowered to make such Order as to the Dividends, Interest, and Capital as the said Court shall think proper.

Saving Mines to Owners of Land.

LXXI. Provided always, and be it further enacted, That nothing herein contained shall extend to prejudice or affect the Right of any Owner or Owners of any Lands or Grounds in, upon, or through which the said Navigation and other Works hereby authorized, or any of them, shall be made, to the Mines, Minerals, or Quarries lying or being within or under the Lands or Grounds to be set out or made use of for such Navigation and other Works, or any of them, save those found in making the said Canal and other Works, or required for the making or maintaining of the same, which shall belong to the said Company; but all such Mines, Minerals, and Quarries, save as aforesaid, are hereby reserved to such Owner or Owners of such Lands or Grounds respectively, their Heirs or Assigns; and it shall be lawful for such Owner or Owners, their Heirs and Assigns, to work all such Mines, Minerals, and Quarries, and to take and carry away all such Coals, Iron, Stone, and Minerals as shall be gotten therein, to his and their own Use, as fully and effectually as if this Act had not been passed; provided that in working such Mines and Minerals no Injury be done to the said Navigation and other Works hereby authorized, any thing herein contained to the contrary notwithstanding.

Allowing Owners of Lands to cut Branch Canals.

LXXII. And be it further enacted, That nothing in this Act contained shall extend to prevent the Owners and Occupiers of the Lands adjoining or near to the said Navigation and other Works, and containing Mines, Beds, Seams, or Quarries of Coal, or of Iron, Copper, or other Metals, or of Limestone, Freestone, Building Stone, or Slates, to cut or make, either upon their own Lands or upon the Lands of other Persons, with the Consent of such other Persons, any Branch Cut or Cuts to communicate with such Navigation and other Works respectively, but not parallel therewith; and the said Company shall not receive any Tonnage for the passing of any Goods or other Things along such Branch Cut or Cuts; but so as no Impediment, Injury, Loss of Water, or Damage be occasioned thereby to such River or Canal, or the Lands of any other Person, without the Consent of the said Company and every such Person respectively, and so as the Person or Persons making every such Branch Cut or Cuts shall, if

there-

thereunto required by the said Company, make, erect, and maintain a Stopgate or Stopgates on every such Cut or Cuts, in order to prevent the Water from being drained or wasted out of such Navigation and other Works, or any Part thereof, by means of making such Branch Cut or Cuts to communicate therewith as aforesaid, and so as that in the event of such Branch Cut or Cuts crossing any Towing Path of the said Navigation and other Works, a proper Bridge with Approaches thereto be made and maintained over the same by the Person or Persons making the said Branch Cut or Cuts.

The Company to fence off Canal, Towing Path, &c.

LXXIII. And be it further enacted, That the said Company shall divide and separate, and keep constantly divided and separated, from the adjoining Lands the said new Canal and the Towing Paths thereof and of the said improved Navigation, by such Posts, Rails, Gates, Stiles, Hedges, Ditches, Trenches, Banks, or other Fences, sufficient to keep off Sheep and Cattle, to be affixed, set out, and made on the said Company's own Lands, as shall be directed to be affixed, set out, and made by Two or more of the said Justices, and also shall make, erect, and set up so many convenient Bridges across or Arches or Viaducts under the said Canal or the Works thereof as any Two or more Justices of the Peace of the said County shall from Time to Time judge necessary, for the Use of the Owners and Occupiers of Lands or Hereditaments adjoining or contiguous or near to such Canal; and in case the said Company shall make use of the present Embankments of the said River *Parrett*, or of any River or Stream which falls into the same, for such Towing Paths or other Works, they shall thenceforward be liable to the future Repairs of such Part of the Banks as they may use as aforesaid; and all the Posts, Rails, Gates, Stiles, Hedges, Ditches, Trenches, Banks, Fences, Bridges, Arches, and other Conveniences so to be affixed, set out, or made as aforesaid shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company; and in case of any Refusal or Neglect of the said Company in or about the Premises, it shall be lawful for the Owners or Occupiers of the adjoining Lands and Hereditaments, or of the Lands or Hereditaments liable to such Repairs, who may be aggrieved by such Refusal or Neglect, at the Expence of the said Company to do the several Matters and Things as to which there shall have been such Refusal or Neglect; and in case of Disagreement as to the Amount expended in that Behalf, the same shall be settled and determined by Two or more Justices of the Peace of the said County, who shall order the same to be forthwith paid by the said Company, and who shall pay the same accordingly; and in default of Payment thereof within the Time limited by such Justices for the Purpose, the said Justices shall, by Warrant under their Hands and Seals, levy the same by Distress and Sale of any of the Goods and Chattels of the said Company; and if not obtained by the Means aforesaid, the Party entitled thereto shall have the same Remedies for obtaining the same as are hereby provided for obtaining Compensation for Land and Damages.

Owners of Land may erect Bridges, &c.

LXXIV. And be it further enacted, That if the Owners or Occupiers of any Lands or Hereditaments adjoining the said Navigation and other Works shall at any Time or Times find that the several

Fences, Bridges, and other Conveniences which the said Justices shall have directed to be made by the said Company lastly hereinbefore mentioned are insufficient either in Number or Situation for the commodious Use and Occupation of the respective Lands and Hereditaments on both Sides or on either Side of the said Navigation and other Works, then and in every such Case it shall be lawful for such Owners or Occupiers with the Consent and Approbation of the Committee of the said Company, upon Request made to them for that Purpose, or in case of their Refusal for the Space of Ten Days after such Request, then with the Consent and Approbation of any Two or more Justices of the Peace for the said County of *Somerset*, after Summons given to the said Company and due hearing of their Objections, to make, fix, and erect, at their own Costs and Charges, such other Fences, Bridges, or Conveniences, of the same or the like Construction with such as shall have been made and erected by the said Company by the Sides of the said improved Navigation, or in, upon, over, under, or through the said new Canal and other Works, or the Towing Paths thereof, and in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, and Improvement or Occupation of the said Lands and Hereditaments; and such Fences, Bridges, and other Conveniences shall thenceforth be repaired and supported at their own like Costs and Charges, so as the said Navigation be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than may be necessary.

Empowering Company to get Materials to repair Works damaged by Floods, &c.

LXXV. And whereas it may happen, from Floods or unexpected Accidents, that the Banks of the said Navigation and other Works may be destroyed or injured, and the adjacent Lands may thereby suffer Damage, and it may be necessary that the same should be immediately restored to prevent further Damages; be it therefore enacted, That when and as often as any such Case shall happen, it shall be lawful for the said Company, by themselves or their Agents, Workmen, or Servants, without any Delay or Interruption from any Person or Persons whomsoever, to enter any Lands, Grounds, or Hereditaments adjoining or within Two hundred Yards of the said Navigation and other Works (not being the Site of any House or other Building, or a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House), and to dig for, work, get, and carry away and use all such Stones, Gravel, and other Materials as may be necessary or proper for the Purposes aforesaid, and that without any previous Treaty whatsoever with the Owners or Occupiers of or other Persons interested in such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereto as the Nature of the Case will permit, and making Recompence for the same to the Owners and Occupiers or other Persons interested in such Lands, Grounds, or Hereditaments within the Space of Ten Days next after the same shall be demanded; which Damages and the Compensation to be made in respect thereof, in case of Disagreement between the said Company and the said Owners, Occupiers, and Persons, shall be settled and determined or assessed and recovered by the Ways herein prescribed and directed with respect to other Damages to be done by making and completing the said Navigation.

Enabling the Company to sell Lands not wanted.

LXXVI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby required, within Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers, any Lands, Tenements, or Hereditaments not wanted for the Purposes of this Act, in such Manner as they may deem expedient; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall sell any such Lands, Tenements, or Hereditaments, shall first, by some Writing signed by their Clerk, offer to sell the same to the Party or several Parties whose Lands or Premises shall immediately adjoin the Lands, Tenements, or Hereditaments 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, Tenements, or Hereditaments; and such respective Parties, in case he, she, or they shall be desirous of purchasing the same, shall, by Writing signed by him, her, or them, signify such his, her, or their Desire in that Behalf to the said Company, through their Clerk, within Twenty-one Days after such Offer of Sale shall have been made; and in case such Party or Parties shall refuse or neglect to avail himself, herself, or themselves of such Offer, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in any such Offer of Sale shall cease; and in every such Case a Declaration made before a Master or Master Extraordinary of the High Court of Chancery, or before some Justice of the Peace, by some Person not interested in the same Lands, Tenements, or Hereditaments, 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, Tenements, or Hereditaments, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted within the said Space of Twenty-one Days, shall in all Courts whatever or elsewhere be sufficient Evidence that such Offer was made and was refused, or was not accepted within the Time aforesaid (as the Case may be); and in case such Party or Parties shall be desirous of purchasing the same, and he, she, or they and the said Company shall not agree with respect to the Price thereof, then and in such Case the Price thereof shall be ascertained by a Jury in the Manner herein-before directed with respect to the disputed Value of Premises to be purchased by the said Company of Proprietors in pursuance of this Act, and the Expences of and relating to the 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*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which may be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser in such Manner as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted, by any such Conveyance.

LXXVII. And

The word "grant" in Conveyances from the Company to amount to certain Covenants.

LXXVII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from all Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be), shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them unless, except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may, in all Actions to be brought, assign Breach or Breaches of Covenants, as they may do in case such Covenants were expressly inserted in such Conveyances.

Treasurer of the Company upon Payment of the Money to give Receipts.

LXXVIII. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by the Sale of such Lands, Tenements, or Hereditaments which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give a Receipt for such Money, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interest as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and no Persons shall afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or any Part thereof, nor shall any Purchaser be bound to ascertain that the Person ostensibly acting as Treasurer be in fact such, or that such prior Offer was made as aforesaid, or was refused or not accepted.

The whole of the Expence to be subscribed before the

LXXIX. And whereas the probable Expence of making the said Improvements, Canal, and other Works hereby authorized to be made will amount to the Sum of Ten thousand and five hundred Pounds, and the Sum of Seven thousand four hundred Pounds and upwards, being

compulsory Powers of the Act are put in force.

being more than Two Third Parts thereof, has been already subscribed by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them subscribed respectively; be it further enacted, That the Whole of the said Sum of Ten thousand and five hundred Pounds shall be subscribed in like Manner before any of the Powers given by the Act in relation to the compulsory taking of Land for the Purposes hereof shall be put in force.

Land to be taken within Two Years.

LXXX. Provided always, and be it further enacted, That if any Land or Hereditaments authorized to be taken by this Act for making the said Canal and Improvements shall not be paid for by the said Company within Two Years after the passing of this Act, the said Company shall not be at liberty to have, purchase, take, or use the same without the Consent in Writing of the Parties interested therein or hereby enabled to sell and convey the same under his Hand for that Purpose first had and obtained.

Canal and Improvements to be completed within Five Years.

LXXXI. Provided always, and be it further enacted, That in case the said Improvements, Canal, and other Works shall not be completed, unless prevented by inevitable Accident, within Five Years from the passing of this Act, then after the Expiration of such Term the Powers hereby given for making the same shall cease and determine; but if any Portion thereof shall be so completed, and shall at any Time previously to the Expiration of Six Calendar Months after such Term of Five Years be certified so to be by the Justices of the Peace for the said County of *Somerset* in General or Quarter Sessions assembled, upon the Evidence of Two or more Witnesses upon Oath, or in the Case of Quakers Affirmation, to be produced before such Justices for that Purpose, all the Powers herein contained, so far as the same may be applicable to such completed Portion, shall remain in full Force: Provided also, that if the said new Canal or any Part thereof shall at any Time hereafter be abandoned and given up by the said Company, or after the same shall be completed shall for the Space of Three Years cease to be used and employed as a Canal or for the Purposes of the said Undertaking, then and in such Case in the event of a total Abandonment or Failure the Lands, Tenements, and Hereditaments so taken or used by the said Company for the Purposes of this Act, or otherwise, in the event of a partial Abandonment or Failure, the Part thereof over which the said Canal and Cuts or any Part or Portion of such Canal and Cuts which shall be so abandoned or given up by the said Company shall pass or be made, shall vest in the Owners of the Land adjoining that which shall be abandoned or given up in manner following; (that is to say,) one Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

If Canal is abandoned, Lands taken by the Company to vest in the Owners of adjoining Lands.

Provision for Deficiencies of Land Tax.

LXXXII. 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 in 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.

Proprietors may raise amongst themselves any Sum not exceeding 10,500*l.* for making the Canal, &c.

LXXXIII. And be it further enacted, That it shall be lawful for the said Company to raise and contribute amongst themselves any Sum of Money for making and completing the said Improvements, Canal, and other Works hereby authorized, not exceeding in the whole in the first instance the said Sum of Ten thousand and five hundred Pounds; and the Sums so proposed to be raised shall be divided into Shares of Fifty Pounds each, and such Shares shall be numbered in regular numerical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they are hereby vested in the several Subscribers, and their several and respective Executors and Administrators, Successors and Assigns to their proper Use and Benefit, proportionably to the Amount subscribed for; and all Corporations and Persons who shall severally subscribe for One or more Share or Shares, and who shall pay the said Sum of Fifty Pounds *per* Share, or such Sum or Sums as shall be demanded in lieu thereof towards carrying on and completing the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be entitled to receive an equal proportionable Part according to the Money so by them subscribed of the net Profits which may arise from the said Undertaking, as and when the same shall be divided by the Authority of this Act.

Power to compel Payment of Subscriptions.

LXXXIV. And be it further enacted, That the several Persons and Bodies Politic, Corporate, or Collegiate who have subscribed or who shall hereafter subscribe for or towards any of the Purposes of this Act shall and they are hereby required to pay the Sum or Sums of Money by them respectively so subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company or their Committee of Management, under and by virtue of the Powers and Directions of this Act, to such Person or Persons, and in such Manner, and at such Times and Places as shall be directed by the said Company or Committee, in manner herein-after mentioned; and in case any Party shall refuse or neglect to pay the same at the Time and in manner required for that Purpose, it shall and may be lawful for the said Company to sue for and recover the same, with legal Interest thereon from the Time appointed for the Payment

thereof, and with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Shares to be Personal Property.

LXXXV. And be it further enacted, That every Share in the said Undertaking shall be deemed Personal Estate, and be transmissible as such, and not be deemed to be of the Nature of Real Property.

Names of Proprietors to be entered, and Certificates of their Shares delivered to them.

LXXXVI. And be it further enacted, That the said Company shall with all convenient Speed cause the Names and proper Additions of the several original Proprietors of Shares in the said Undertaking, with the Number of their Shares and the Number by which such Shares shall be distinguished, to be fairly and distinctly entered into a Register Book to be kept by the Clerk of the said Company, and after such Entry made cause their Common Seal to be affixed thereto, which Book shall from Time to Time be altered, corrected, and renewed as the Change in the Ownership and Occasion may require, and shall also, on Demand, in respect of every Share, cause to be delivered to every such original Proprietor a Certificate, with the Common Seal of the said Company affixed thereto, specifying the Share or Shares to which such Proprietor is entitled in the said Undertaking, and every such Proprietor paying to the Clerk of the said Company Two Shillings and Sixpence, and no more, for every such Certificate; and such Certificate shall be admitted in all Courts whatsoever and elsewhere as *primâ facie* Evidence of the Title of such Proprietor, his or her Executors, Administrators, Successors, or Assigns, to the Share therein specified; but the Want of such Certificate shall not hinder or prevent the Owner of any Share from selling or disposing thereof, or receiving the Dividends; and such Certificate may be in the Words or to the Effect following; (*videlicet*,)

Form of Certificate.

'*Parrett* Navigation.

'No.

'THESE are to certify, That of
' is a Proprietor of a Share, numbered
' of and in the Undertaking called "The *Parrett* Navigation," subject
' to the Rules, Regulations, and Orders of the said Company. Given
' under the Common Seal of the said Company the Day of
' in the Year of our Lord .'

For granting new Certificates when old ones are destroyed or worn out.

LXXXVII. And be it further enacted, That if any such Certificate be worn out or damaged, then upon the same being brought to some Meeting of the Committee of the said Company such Certificate may be cancelled and destroyed, and another similar Certificate in lieu thereof given to the then Owner of the Share therein mentioned; or in case any such Certificate shall be lost, burnt, or totally destroyed, then upon due Proof thereof to the Satisfaction of such Committee another similar Certificate in lieu thereof shall be given to the then Owner of the Share therein mentioned, the said Clerk receiving from such Owner for every such Certificate which shall be so exchanged or given as last aforesaid the Sum of One Shilling, and no more.

Shares may be sold.

LXXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective

respective Executors, Administrators, and Successors, to sell, assign, transfer, and dispose of their Shares, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of Shares may be in the following Words, or with such Variations as the Nature of the Case may require or as may be expedient; (*videlicet,*)

Form of Conveyance of Shares.

'I *A. B.* of in consideration of the Sum of paid to me by *C. D.* of do assign and transfer to the said *C. D.* Share or Shares of and in the Undertaking called "The *Parrett* Navigation," numbered respectively , to hold unto the said *C. D.*, his Executors, Administrators, and Assigns, subject to the same Rules, Orders, Restrictions, Conditions, and Regulations that I held the same immediately before the Execution hereof; and I the said *C. D.* do hereby agree to take and accept of the said Share or Shares, subject to the same Rules, Orders, Restrictions, Conditions, and Regulations. As witness our Hands and Seals the Day of in the Year of our Lord .'

Entries of Transfers to be made by the Clerk of the Company.

And on every such Sale the Instrument of Conveyance being executed by the Seller and Purchaser or Sellers and Purchasers of such Share or Shares shall be kept by the Purchaser or Purchasers for his, her, or their Security, after the Clerk of the said Company shall have entered in a proper Book or Books to be kept for that Purpose a Memorial of such Transfer for the Use of the said Company, and have testified the Entry of such Memorial on the said Instrument of Conveyance, for which no more than Two Shillings and Sixpence shall be paid to the Clerk of the said Company; and the said Clerk is hereby required to make such Memorial and Memorandum accordingly; and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part of the Profits of the said Undertaking, nor any Vote as a Proprietor or Proprietors of the said Undertaking, and the Seller thereof shall remain and be held liable for all future Calls.

After a Call no Share to be sold until Call is paid.

LXXXIX. And be it further enacted, That after any Call shall have been made, no Person or Corporation shall sell or transfer any Share or Shares unless he, she, or they, at the Time of such Sale or Transfer, shall have paid the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred, nor shall any Proprietor in arrear for Calls have a Vote at any Meeting in any Capacity whatsoever.

Company may purchase Shares.

XC. And be it further enacted, That it shall be lawful for the said Company at any Time or Times, if the same shall appear likely to promote the Interests of the said Company, to purchase and take in the Name of the said Company Transfers of any Share or Shares which may happen to be in the Market for Sale, and the same or any of them may be retained for any Period or Periods which may seem expedient, and then resold by the said Company; and the Produce of such Sales shall be applied in such Manner as the Money invested in such Purchases shall have been applicable, and the intermediate Dividends and Profits shall be applied in such Manner as the Income of such Money would have been applicable.

XCI. And

Regulation as to Acquisition of Shares by Marriage or Death.

XCI. And be it further enacted, That before any Person claiming any Share in right of Marriage shall be entitled to receive Dividends or to vote in respect thereof, a Declaration in Writing of some credible Person, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, made before a Master or Master Extraordinary in Chancery, or some Justice of the Peace, shall be transmitted to the Clerk of the said Company, or other reasonable Evidence of such Marriage shall be offered to the said Company; and before any Person claiming any Share by virtue of any Will or Letters of Administration shall be entitled to receive the Dividends or to vote in respect thereof, the Probate of such Will or such Letters of Administration shall be produced to the said Clerk, in order that the same Declaration, Evidence, Probate, or Letters of Administration respectively may be registered, for which a Fee, not exceeding Swo Shillings and Sixpence, shall be paid by such Claimant to such Clerk.

Receipts for Minors.

XCII. And be it further enacted, That in all Cases where Money shall be payable by the said Company to any Proprietor in the said Undertaking who shall be a Minor, Idiot, or Lunatic, the Receipt of the Father or the Guardian for the Time being of such Minor, or of the Committee or of any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company for the same.

First and other General Meetings.

XCIII. 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 at *Langport* in the said County of *Somerset* within Two Calendar Months after the passing of this Act, between the Hours of Eleven and Two, of which Meeting Fourteen Days Notice at least shall be given by public Advertisement, signed by Three or more Proprietors, in some Newspaper circulated within the said County of *Somerset;* and after such First General Meeting a General Meeting shall be held in the Month of *August* in each Year, on such a Day and Hour and at such Place as the Committee of Management shall direct; and of every such General Meeting not less than Fourteen Days Notice shall be given under the Direction of the Committee of Management by public Advertisement, signed by the Clerk of the said Company, in some Newspaper published in the said County of *Somerset;* and all Meetings, whether Ordinary or Special, may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Chairman to be appointed.

XCIV. And be it further enacted, That the said Company at their Ordinary and Special General Meetings shall appoint some Proprietor to be Chairman, and such Chairman, in addition to his Vote as a Proprietor or as a Proxy, shall also, in case of an Equality of Votes, have the decisive or casting Vote.

General Meeting to elect Committee of Management.

XCV. And be it further enacted, That the said Company of Proprietors at the said First General Meeting and at every annual General Meeting shall elect Six Persons (each of them being a Proprietor at the Time of such Election of Two Shares at the least in the said Undertaking) as a Committee to manage the Affairs of the said

said Company of Proprietors as herein directed, any Member of the Committee being from Time to Time annually re-eligible.

Committee may call Special Meetings.

XCVI. And be it further enacted, That the Committee may at any Time call a Special General Meeting of the said Company by causing their Clerk to insert, Fourteen Days at least beforehand, in some Newspaper circulated in the County of *Somerset*, an Advertisement specifying the Time, Place, and Object of the Meeting.

Meetings of Proprietors may be specially convened.

XCVII. And be it further enacted, That any Two or more Proprietors of the said Company holding in the aggregate Six Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands, left at the principal Office of the said Company, or given to the Clerk of the Company, or any Member of the Committee, or left at his respective usual or last Place of Abode, require the said Committee to call a Special General Meeting of the Proprietors, so as such Requisition fully express the Objects for which such Special General Meeting is requested to be called, and such Committee shall thereupon call the same by public Advertisement as aforesaid; and in case of Refusal or Neglect of the said Committee for the Space of Fourteen Days after such Notice given as aforesaid to call such Meeting, so as to be held on a Day not later than Twenty-eight Days after such Notice given, the same may be called by such Proprietors, by giving Fourteen Days Notice thereof in some Newspaper circulated in the said County of *Somerset*, specifying the Time, Place, and Object of the Meeting.

Business at Special and adjourned General Meetings.

XCVIII. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no other Business shall be transacted at any adjourned General Meeting, whether Ordinary or Special, than the Business left unfinished at the Meeting from which such Adjournment took place.

General Meetings may make Bye Laws, &c.

XCIX. And be it further enacted, That the said Company shall have Power and Authority from Time to Time at any General Meeting, whether Ordinary or Special, to make such Rules, Bye Laws, and Orders as to them shall seem right and proper for the good Government of the said Company, their Committee, Officers, Agents, Workmen, and Servants, and all Bargemen and Boatmen, and as to the Models, Principle of Construction, and Size of all or any of the Barges, Boats, Vessels, and Rafts passing on the said Navigation and other Works, and the Polls, Shafts, or Instruments used in guiding or navigating the same, and as to the Owners of Barges, Boats, or other Vessels fixing on the Sides thereof Gauges or Indexes of Copper, Lead, or other Metal graduated so as to denote the Weight or Tonnage of such Barges, Boats, or other Vessels, and as to and for making, maintaining, using, and managing the said Navigation and other Works, and the Wharfs, Quays, Landing Places, and other Works in all respects whatever, and from Time to Time to repeal or alter the said Rules, Bye Laws, and Orders, or any of them, and to make others, and to impose and inflict reasonable Fines and Forfeitures

feitures upon all Persons offending against the same, not exceeding the Sum of Five Pounds for any Offence; such Fines and Forfeitures to be levied and recovered by the Ways and Means herein mentioned which said Rules, Bye Laws, and Orders, or such of them as may concern the Public at large, being reduced into Writing under the Common Seal of the said Company, and painted on Boards, shall be hung up and affixed and continued upon the Front of the several Toll Houses to be erected on the Line of the said Navigation and other Works, and such Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be destroyed, obliterated, or defaced; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity or elsewhere to justify all Persons who shall act under the same, provided they be not repugnant to the Laws of *England*, or to any Directions in this Act contained; and the Proceedings under such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

General Meeting to appoint Treasurer and Clerk.

C. And be it further enacted, That it shall be lawful for the said Company, at their First General Meeting or at any other General Meeting, whether Ordinary or Special, to appoint a Treasurer and also a Clerk to the said Company for such Period of Service, with such Salaries or Remuneration as to the said Company shall think proper, and to alter and vary every or any such Appointment from Time to Time; and the Committee of the said Company shall take sufficient Security from every such Treasurer, and from every Collector and other Officer having the Care or Custody of any Money to be raised or received by virtue of this Act, for the due Execution of their respective Offices; and such Clerks shall attend the General Meetings, whether Ordinary or Special, of the said Company, and the Meetings of the said Committee; and in case any such Treasurer or Clerk shall die, be removed from, or quit the Service of the said Company, it shall be lawful for the Committee to appoint any other fit Person to execute such Office in the Place of the Person who shall so die, be removed from, or quit the Service of the said Company, such Appointment remaining in force until the same shall be nullified by some General Meeting, whether Ordinary or Special, of the said Company.

Treasurer to give Security.

General Meetings to consist of not less than Six Proprietors holding at least Twenty Shares.

CI. Provided always, and be it further enacted, That if at any General Meeting, Ordinary or Special, there shall not be present, in Person or by Proxy, within Two Hours from the Time appointed for such Meeting, Six Proprietors possessed of at least Twenty Shares in the aggregate in the said Undertaking, no Business shall be done, but the Meeting shall stand adjourned to that Day Fortnight, at the same Place and Hour; and if a sufficient Number of Proprietors shall not then attend as aforesaid, the Meeting shall stand adjourned for Two Weeks, at the same Place and Hour, and so from Time as often as the same shall occur, until at any such Meeting there shall be a sufficient Number of Proprietors present as aforesaid, when the Meeting shall proceed to Business (and not before); and if such original Meeting shall have been a Meeting at which a Choice of

a Committee ought to have taken place, the Committee before appointed shall continue to act and have the same Powers until a new Committee shall be appointed as aforesaid; and in case of Failure of assembling a sufficient Number of Proprietors at such First General Meeting, every Proprietor who shall not attend such Second or subsequent Meeting, personally or by Proxy, shall forfeit and pay to the said Company of Proprietors for every Share which he or she shall possess in the said Undertaking the Sum of Forty Shillings, being first duly summoned.

Directing how Subscribers shall vote.

CII. And be it further enacted, That every Body Politic and Person entitled to a Share in the said Undertaking, and having paid all Arrears of Calls due upon such Share, shall have a Vote for every such Share at every General Assembly of the Proprietors, whether Ordinary or Special, which Vote may be given in Person or by Proxy, every such Proxy being a Proprietor in the said Undertaking; and every Question, Matter, or Thing shall be determined by the Majority of Votes present, personally or by Proxy; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of such Proxies may be made according to the Form following, with such Variations as may be adapted to the Case of a Body Politic or other Circumstances, or as may seem expedient; (that is to say,)

Form of Proxy.

'I *A. B.* of being a Proprietor of Shares in the *Parrett* Navigation, do hereby nominate, constitute, and appoint *C. D.* of to be my Proxy in my Name and in my Absence to vote or give my Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking that shall be mentioned or proposed at any General Assembly, whether Ordinary or Special, of the said Company, in such Manner as he the said *C. D.* shall think proper, according to his Opinion and Judgment, for the Benefit of such Undertaking or any thing appertaining thereto. In witness whereof I have hereunto set my Hand the Day of One thousand eight hundred and .'

How joint Proprietors are to vote.

CIII. Provided always, and be it further enacted, That where any Share or Shares shall be held by Two or more Persons as joint Proprietors, the Proprietor whose Name shall stand first in the Books of the said Company in respect of such Share or Shares shall alone be entitled to vote at the Assemblies of Proprietors, and also to receive Notices herein directed to be given to the Proprietors; and every such Vote and Notice shall be deemed to be the Vote of and a Notice given to all the Owners of such Share or Shares.

Lunatics and other incapacitated Persons may vote by their Committees.

CIV. Provided always, and be it further enacted, That in case any Proprietor shall be a Lunatic or a Minor, such Lunatic may vote by the Committee of his or her Estate, and such Minor may vote by his or her Parent or Guardian, or any One of such Guardians; and such Committee, Parent, or Guardian may vote either in Person or by Proxy.

CV. And

Accounts to be made up yearly.

CV. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up on the Thirtieth Day of *June* in every Year, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively; which Account shall be laid before the General Meetings of the said Company: Provided always, that if the Account so to be laid before any General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, who shall examine into such Account and report thereon to a future Meeting of the said Company, to be held for that Purpose by Adjournment or otherwise; and for the Purposes of such Examination the Committee of the said Company shall, on Demand, at all convenient Times cause to be produced to the said Committee of Inspection, or any Three Members thereof, all Books of Accounts, Vouchers, and Documents in their Possession or Power relating to the Affairs of the said Company.

Dividend to be declared.

CVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Temporary Appointment of a Committee-man.

CVII. And be it further enacted, That when any Committee-man shall die or cease to be a Proprietor of Two Shares (by which his Office shall *ipso facto* become void), or shall otherwise become disqualified for acting on the Committee, or shall, by Writing under his Hand delivered to the Clerk of the said Company or any Member of the said Committee, resign his Office, it shall be lawful for the Committee to elect some other qualified Proprietor as a Committee-man in his Place.

No Person holding any Place of Profit or Contract under the Company to vote in the Committee.

CVIII. And be it further enacted, That if any Member of the said Committee shall accept or continue to hold any Place of Profit under or have any Contract with the said Company, or be in any Manner interested or concerned directly or indirectly in supplying any Articles or Materials for the Use of the said Company, unless gratuitously, shall be deemed wholly disqualified for being a Member of the said Committee of Management; and in case any such Person shall vote or attempt to vote at any Meeting of the Committee, then and

and in every such Case every Person so offending shall forfeit and pay, for every such Offence, the Sum of Fifty Pounds to any Person 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 otherwise; and one Moiety of such Penalty, when recovered, shall be paid to the Person or Persons who shall sue for the same, and the other Moiety shall be paid to the said Company, to be applied to the Purposes of this Act.

Powers, &c. of the Committee, and Regulations for their Conduct.

CIX. And be it further enacted, That the Committee shall meet at such Times, in such Places, and from Time to Time adjourn themselves to such other Times and Places, as they shall think fit; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman; and all Questions, Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present, the whole Number present not being in any Case less than Three; and such Committee shall have full Power and Authority to contract for and purchase Messuages, Tenements, Lands, or other Hereditaments, Materials, Articles, Matters, and Things, for the Use of the said Undertaking, and make Compensation for Damages, and to employ, order, direct, place, and displace Engineers, Surveyors, Officers, Clerks, Servants, Agents, and Workmen (except the Treasurer and Clerk, so far as they are respectively herein-before directed to be appointed by a General Meeting of the said Company), and to make all other Contracts and Bargains touching the said Undertaking, and to construct the Works, and also from Time to Time to use the Common Seal of the said Company in such Manner and for such Purposes as they shall think proper, by which Use thereof the said Company shall be bound, and generally to direct and manage all the Business and Affairs of the Company, and do, execute, and perform all Acts, Matters, and Things which the Company are by this Act authorized to do, save those expressly directed to be done at Meetings of the Proprietors; and no Member of the said Committee shall have more than One Vote, except the Chairman, who, in case of an equal Division, shall always have a second or casting Vote; and every such Committee shall from Time to Time make Reports of their Proceedings to the said ordinary General Meetings of the Proprietors, and shall obey their Orders and Directions; and the said Committee shall, by themselves, or the Clerks or Servants of the said Company, keep a true and full Account of all Monies disbursed and Payment made by the said Committee, and by all Persons employed by or under them, and of all Sums of Money which they shall receive from any Collectors of the Tolls, Rates, or Duties, or other Officers of the Company, or from any other Persons whomsoever, and shall regularly, by themselves, or the Clerks or Servants of the Company, write, insert, and enter in Books, to be from Time to Time provided for that Purpose, Notes, Minutes, Entries, or Copies (as the Case shall require) of all Contracts, Bargains, Receipts, and Disbursements, and of all other their Orders and Proceedings; which Books shall be deposited and kept according to the Directions of the said Committee: Provided always, that every Proprietor shall have free and reasonable Access thereto, and also to the Register Book, for his Inspection, without paying any thing for the same.

Power of the Committee to make Calls.

CX. And be it further enacted, That the said Committee shall have Power from Time to Time to make Calls of Money from the Proprietors of the said Undertaking for the Time being, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share, and so that such Calls be made at the Distance of Two Calendar Months at the least from each other, and so that Twenty-one Days Notice at the least shall be given of all such Calls as aforesaid by Advertisement, signed by the Clerk of the Company, in some Newspapers usually circulated in the County of *Somerset*, which Money so called for shall be paid to such Person or Persons, at such Place or Places, and at such Time and in such Manner as the Committee shall from Time to Time appoint; and if any Person or Persons shall refuse or neglect to pay as aforesaid his, her, or their proportionable Part of the said Money so called for, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt, on the Case, or otherwise, together with lawful Interest for the same from the appointed Time of Payment, and full Costs of Suit; or the said Company may at a General Meeting declare the Share or Shares belonging to any Person or Persons so refusing or neglecting to be forfeited, and to order such forfeited Shares to be sold at a public Sale by the said Company: Provided nevertheless, that no Share or Shares shall be forfeited until Notice in Writing of the Intention of the Company in that Behalf, under the Hand of the Clerk of the said Company, shall have been given or sent by the Post to or left at the usual or last Place or Places of Abode of the Owner or Owners of such Share or Shares respectively, or if such Place or Places of Abode shall be out of the United Kingdom or cannot be discovered, until such a Notice shall have been given in the *London Gazette* and some Paper usually circulated in the County of *Somerset*, nor until the same Share or Shares shall have been declared to be forfeited at some General Meeting, Ordinary or Special, of the said Company, which shall be held after the End of Six Calendar Months at least from the Day on which such Notice of Forfeiture shall have been given; and a Declaration made by some credible Person, not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Committee, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, but such Declaration and the Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Persons neglect to pay Calls, the same may be sued for, or the Shares declared to be forfeited and sold again.

Notice to be given previous to Sale.

If the Purchase Money for such Shares be

CXI. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such forfeited Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid,

said, and legal Interest thereon, and the Expences attending the Sale or Sales thereof, the Surplus of such Money shall be paid, on Demand, to the prior Owner or Owners of such Share or Shares: Provided also, that the said Company shall not sell any more of such Shares of such Defaulter or Defaulters than shall be sufficient as near as may be to pay the Money due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and after Payment of all such Call or Calls, and the Interest and Expences as aforesaid, any unsold Share or Shares of such Defaulter or Defaulters vested in the said Company as aforesaid shall revert to and again become the Property of the Defaulter or Defaulters, in such Manner as if such Calls had been regularly paid.

more than sufficient to pay Calls, &c. the Surplus to be paid to the Owner.

CXII. And be it further enacted, That in any Action to be brought by the said Company against any Owner or Owners of any Share or Shares to recover any Sum or Sums of Money payable for any Call or Calls, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being a Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in arrear shall amount to, for such and so many Call or Calls of such or so many Sum or Sums of Money or upon such or so many Share or Shares belonging to the said Defendant or Defendants, as the Case may happen to be, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to show that the Defendant or Defendants at the Time of making such Call or Calls was or were a Proprietor or Proprietors of the Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice thereof was given as is directed by this Act; and that the Production by the Clerk of the said Company of the Register Book, and of the Minutes of the Proceedings of the Committee, and of the Newspaper in which Notice of the Call or Calls shall have been advertised, shall be sufficient Evidence in support of such Action, without proving the Appointment of the Committee who made such Call or Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest as aforesaid, unless it shall appear that any such Call exceeded Ten Pounds *per* Share, or was made before the Expiration of Two Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required.

Proceedings in Actions for Calls.

CXIII. And be it further enacted, That the Orders and Proceedings of every General Meeting of Proprietors, whether Ordinary or Special, shall be entered in a Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of each respective Meeting; and the Orders and Proceedings of every Committee Meeting which are herein-after directed to be entered in a Book or Books shall be signed by the Chairman of each respective Meeting; and such respective Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall be

Orders and Proceedings to be entered in a Book.

be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

Same Person not to be Clerk and Treasurer.

CXIV. Provided always, and be it further enacted, That it shall not be lawful for the Proprietors of the said Company to appoint the Person who may be appointed to act as 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, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, to be the Clerk or Secretary of the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk of or other Person in the Service or Employ of such Clerk or of his Partner, shall act as Treasurer, or in any Manner officiate for such Treasurer, or being the Partner of any such Treasurer, or the Clerk of or other Person in the Service or Employ of such Treasurer or of his Partner, shall act or in any such Manner officiate as Clerk in the Execution of this Act, or if any Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every 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 an Action of Debt or on the Case, or by Plaint, Suit, or Information.

Officers to account.

CXV. And be it further enacted, That every Officer and Person employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Committee, or to such Person or Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her had, collected, or received by virtue of this Act; and such Account shall state to whom and for what Purpose and how the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall pay to such Person or Persons as the said Company shall appoint to receive the same all such Monies as upon the Balance of such Account shall appear to be owing from him or her, and shall deliver up to the said Company, or to such Person or Persons as they shall respectively appoint, all Books, Papers, and Writings in his or her Custody or Power relating to the Execution of this Act; and if any Officer or Person shall offend in or about the Premises, then and in every such Case, Complaint being made thereof by the said Company or by any Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his or her appearing or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to adjust any unsettled Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person

against

against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice shall, on Nonpayment thereof, by Warrant under his Hand and Seal, cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if such Officer or Person appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Officer or Person to the Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he or she shall have rendered such Account and delivered up the said Vouchers, Receipts, Books, Papers, and Writings, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charge of such Distress and Sale, if any, as shall in that respect have been made, or until he or she shall have compounded with the said Company for such Money and Charges, and paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), and shall have delivered up all such Vouchers, Receipts, Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Reserve Fund.

CXVI. Provided always, and be it further enacted, That nothing herein contained shall prevent the said Company from providing, out of the Profits or otherwise, a reasonable Reserve Fund for extraordinary Repairs or Improvements; but such Fund shall at no one Time exceed the Sum of Two thousand Pounds, and the Monies constituting the same shall be invested in Exchequer Bills, the Public Funds, or some other Government Securities.

Proprietors may raise Money by Mortgage if necessary,

CXVII. And be it further enacted, That it shall be lawful for the said Company of Proprietors from Time to Time, by an Order of any General Meeting of the said Company, to borrow and take up at Interest any Sum or Sums of Money, not exceeding in the whole the Sum of Three thousand three hundred Pounds, on the Credit of the said Undertaking, by way of Mortgage; and which Mortgages shall be by Deed under the Common Seal of the said Company, in which the Consideration shall be truly stated, and may be in the Form following, or with such Variations, in case the Security shall be made to a Trustee

or Trustees, or according to the Nature of the Case, as may be deemed expedient; (*videlicet,*)

Form of Mortgage.

'Number

'BY virtue of an Act made in the Year of the Reign of King 'William the Fourth, intituled [*here set forth the Title of this Act*], 'we, the Company of Proprietors of the "*Parrett* Navigation," incorporated by and under the said Act, in consideration of the Sum 'of to us paid by of 'do assign unto the said , his [*or* her] Executors, Administrators, and Assigns, the said Navigation and Undertaking, and the 'Works, Lands, Hereditaments, and Capital, Debts, Sums of Money, 'Property, Estate, and Effects now belonging and due and owing, or 'hereafter to belong or be due and owing, thereto, and all and 'singular the Tolls, Rates, and Duties arising by virtue of the said 'Act, and all our Estate, Right, Title, and Interest in and to the 'same, to hold unto the said , his [*or* her] Executors, 'Administrators, and Assigns, until the said Sum of 'together with Interest for the same after the Rate of 'for every One hundred Pounds for a Year, shall be fully paid and 'satisfied, [*or with a Clause of Redemption on Repayment of the said 'Sum by the said Company on a Day or Days to be fixed, with In-'terest.*] Given under our Common Seal this Day 'of in the Year of our Lord .'

And all Persons to whom such Mortgages shall be made shall be equally entitled, one with the other, to their Proportions of the said Tolls and Premises according to the respective Sums advanced, without any Preference by reason of the Priority of Date of any such Mortgage, or any other account whatsoever; and a Memorial of every such Mortgage, containing the Number and Date thereof, and the Name or Names of the Person or Persons (with their proper Additions) to whom the same shall have been made, and of the Sum of Money borrowed, and the Rate of Interest to be paid thereon, shall within Ten Days after the Date thereof be entered in a Book to be kept by the Clerk of the said Company of Proprietors; which said Book may be perused at all seasonable Times by any of the Proprietors or Creditors of the said Undertaking or other Person interested therein without Fee or Reward; and every Person to whom any such Mortgage shall be made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer his or her Right and Interest thereto and therein to any Person or Persons whomsoever; which Transfer shall be by Deed, in which the Consideration for the same shall be truly stated, and may be in the Form following, with such Variations, in case the said Company shall concur therein, or according to the Nature of the Case, as may be found expedient; (*videlicet,*)

Transfer of Mortgages.

Form of Transfer.

'I *A. B.* of in consideration of the Sum of 'paid to me by *C. D.* of do hereby transfer to the 'said *C. D.*, his Executors, Administrators, and Assigns, a certain 'Mortgage, Number , made by the Company of Proprietors of 'the "*Parrett* Navigation" to bearing Date the

'Day

'Day of for securing the Sum of and Interest,
'and on which there is now due the Principal Sum of
'in addition to the Sum of for Interest, and all my Right
'and Property therein. Dated this Day of in the
'Year of our Lord .'

Memorial of Transfer to be made.

And every such Transfer shall, within Twenty-eight Days after the Date thereof, be produced to the Clerk of the said Company of Proprietors, who shall cause a Memorial to be made thereof in like Manner as of the original Mortgage, for which the said Clerk shall be paid by the Transferee Two Shillings and Sixpence; and after such Memorial made every Transfer shall entitle such Assignee or Assignees, his, her, and their Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Interest of Money borrowed to be paid in preference to Dividends.

CXVIII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgages as aforesaid shall be paid half-yearly to the several Persons entitled thereto in preference to any Dividends payable by virtue of this Act to the said Proprietors; and in case the same or any Part thereof shall be unpaid by the Space of Twenty-one Days next after the same shall become payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof shall have been made of the said Company, then it shall be lawful for any Two or more Justices of the Peace of the said County of *Somerset*, and they are hereby required, on Request to them made by or on behalf of any Creditor whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person or Persons to receive the Tolls, Rates, and Duties liable to pay such Interest, until the same, together with the Costs and Charge of recovering and receiving the Tolls, Rates, and Duties, shall be fully paid and satisfied; and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of such Creditor or Creditors to whom such Interest shall be then due; and after such Interest, Costs, and Charges shall be paid and satisfied, the Power and Authority of such Receiver and Receivers (for the Purposes aforesaid) shall cease and determine: Provided always, that nothing herein contained shall prejudice any Remedies which such Mortgagee may have in Law or Equity.

In case Mortgages shall be paid off, the Company may raise the Amount again.

CXIX. And be it further enacted, That in case the said Company of Proprietors shall raise by Mortgage the Whole or any Part of the Sum of Three thousand three hundred Pounds, and shall afterwards pay off the Sum so raised or any Part thereof, then and in every such Case it shall be lawful for the said Company of Proprietors at any Time or Times thereafter again to raise in manner aforesaid, in lieu of the Principal Money so paid off by them, so much Money as they shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any event borrow upon Mortgage more than the

Sum

Sum of Three thousand three hundred Pounds in the whole at any one Time.

Company may pay off Mortgage at Six Months Notice.

CXX. Provided always, and be it further enacted, That it shall be lawful for the said Company, whatever may be the Form of any Mortgage, from Time to Time to pay off the Principal Money secured thereby at the Expiration of Six Calendar Months after Notice given to the Person entitled thereto of their Intention so to do; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make Default in the Payment thereof in pursuance of such Notice.

Proprietors empowered to take Rates for Tonnage.

CXXI. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times to ask, demand, take, recover, and receive, in respect of the Transit or Conveyance on the several Portions of the said improved Navigation of the said Rivers next herein-after mentioned, and on the said new Canal and Cut, or the different Parts thereof, any such Sum or Sums of Money as shall be from Time to Time fixed by the said Company, not exceeding the several Tolls, Rates, or Duties herein-after mentioned; (that is to say,)

For all Articles, except Stone, carried on the Whole of that Portion of the said River *Parrett* which lies between *Stanmoor Bridge* and *Langport Bridge* aforesaid, being a Distance of Five Miles and a Quarter, or Two Miles thereof, the Sum of Two-pence *per* Ton; and for all Articles, except Stone, carried less than Two Miles on such Portion of the said River, the Sum of One Halfpenny *per* Ton *per* Mile:

For all Articles, except Stone, carried through or under *Langport Bridge* aforesaid, the Sum of One Penny *per* Ton for the Transit through or under such Bridge only:

For all Articles, except Stone, carried One Mile on the River *Parrett* above *Langport Bridge*, the Sum of One Penny *per* Ton; and in case the same shall be carried more than One Mile, the Sum of One Penny *per* Ton *per* Mile for such additional Distance:

For all Articles, except Stone, carried on the said River *Isle* or the said new Canal, the Sum of Two-pence *per* Ton *per* Mile:

And for Stone carried on the said Rivers or Canal, for the respective Distances aforesaid, One Half of the above Rates of Tonnage.

Regulations as to fractional Parts of a Ton or Mile.

CXXII. And be it further enacted, That in all Cases where there shall be a Fraction of a Ton, a Proportion of the said Tolls, Rates, or Duties shall be demanded or taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton, such Fraction shall be deemed as a Quarter of a Ton; and in all Cases where there shall be a Fraction of a Mile, the Proportion of the Tolls, Rates, or Duties which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile, such Fraction shall be deemed as a Quarter of a Mile; and in order to ascertain with greater Facility the Disance for which Tonnage shall be

taken upon the said Navigation and other Works, the said Company shall cause the said Navigation and other Works to be measured, and Stones or other conspicuous Marks to be set up and for ever maintained at the Distance of every Quarter of a Mile from each other, with proper Inscriptions. Distance Stones to be erected.

CXXIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and at all Times, to ask, demand, take, recover, and receive, in respect of the Deposit or Lodgment of Goods, Wares, Merchandize, Commodities, Articles, Matters, and Things at their different Wharfs, Quays, and Landing Places, any such Sum or Sums of Money as shall from Time to Time be fixed by the said Company, not exceeding the several Rates or Duties herein-after mentioned; (that is to say,) Wharfage Rates.

For all Hay, Straw, Dung, Peat, and Peat Ashes, and for all other Ashes intended to be used for Manure, and for all Chalk, Marl, and Clay (other than Pipe-clay), and for all Sand and Lime intended to be used for Manure, and for all other Articles and Things intended to be used for Manure, and for all Materials for the Repairs of Roads, the Sum of Three Halfpence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

For all Culm, Coals, Coke, Cinders, Charcoal, Ironstone, Iron Ore, Copper Ore, Lead Ore, Limestone, Lime (except what shall be intended to be used for Manure), Bricks, Tiles, Paving and other Stone, and Pipe-clay, the Sum of Two-pence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

For Pig and Bar Iron, the Sum of Two-pence Halfpenny *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

And for all other Goods, Wares, Merchandize, Commodities, Articles, Matters, and Things whatsoever, the Sum of Three-pence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively.

Provided always, that if the said Company shall, at least Seven Days before the End of the First Month's Deposit or Lodgment, or of any subsequent Week's Deposit or Lodgment, require any such Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things to be removed at the End of such Month or subsequent Week, and the same shall not be removed accordingly, then from the End of such Month or subsequent Week there shall be paid for every Week, or fractional Part of a Week, during the Continuance of the Deposit or Lodgment of the Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things so required to be and not removed, the like Sum which would have been otherwise payable in respect thereof for a Month, or the fractional Part of a Month: Provided always, that no Charge shall be made for the Deposit or Lodgment of any Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things which shall not remain at any such Wharf, Quay, or Landing Place more than Twelve Hours: Provided also, that the said Company shall not be bound to receive Deposits or Lodgments in their Warehouses,

unless upon such Terms as they can agree upon with the Parties entitled to or interested in the Goods or Things desired to be so deposited or lodged.

For ascertaining the Weight of Timber and light Goods.

CXXIV. And for the better ascertaining of the Tonnage of Timber and light Goods to be charged with the Payment of the Rates, Tolls, or Duties aforesaid, be it further enacted, That Forty Cubic Feet of round or of square Oak, Ash, Elm, or Beech Timber, and Fifty Cubic Feet of Fir, Deal, Poplar, or Birch Timber, not cut into Scantlings, and Sixty Cubic Feet of light Goods, shall be deemed and rated as and for One Ton.

Owners of Lands may make Wharfs.

CXXV. Provided always, and it is enacted and declared, That nothing herein contained shall prevent any Owner or Owners of or Person or Persons interested in any Ground adjoining the said Navigation and other Works, and not taken by the said Company for the Purpose of being used as Wharfs, Warehouses, Basins, or Roads, or for the general Purposes of this Act, and be retained by them, and be in their actual Occupation, from appropriating the same as Wharfs or Warehouses and for Basins, and Roads connected therewith, for the Reception and Delivery of Goods, Wares, Merchandize, Commodities, and Things, either for his, her, or their own private Use, or for the Use of the Public, so that nevertheless the Navigation and other Works be not in anywise thereby obstructed, and so that any Rates of Wharfage charged to the Public exceed not those hereby authorized to be taken by the said Company of Proprietors.

Payment and Recovery of Rates.

CXXVI. And be it further enacted, That all Tolls, Rates, and Duties becoming due to the said Company under and by virtue of this Act shall be paid to such Person or Persons, at such Place or Places near to the said Navigation and other Works, and under such Regulations and in such Manner as the said Company shall direct or appoint; and in case of Refusal or Neglect of Payment of any Tolls, Rates, or Duties respectively, or any Part thereof, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company may, in case such Tolls, Rates, or Duties shall amount to or exceed the Sum of Twenty Pounds, sue for the same by Action of Debt or upon the Case in any Court of Record, or the said Company, or their Collectors or Agents, may and they are hereby empowered, whether the Tolls, Rates, or Duties exceed the Sum of Twenty Pounds or not, to seize and distrain the Goods, Wares, Merchandize, Commodities, and Things in respect of which such Tolls, Rates, or Duties ought to have been paid as aforesaid, and the Barge, Boat, Vessel, or Raft laden therewith, or any other Goods, Wares, Merchandize, Commodities, or Things belonging to the Owner of such first-mentioned Goods, Wares, Merchandize, Commodities, or Things, or to the Person from whom such Tolls, Rates, or Duties shall be due, and any Barge, Boat, Vessel, or Raft belonging to the Owner of such first-mentioned Barge, Boat, Vessel, or Raft, or to the Person from whom such Tolls, Rates, or Duties shall be due, and respectively being on the said Navigation and other Works or any Part thereof respectively, or any Wharf, Quay, Landing Place, or Warehouse belonging thereto, and detain the same until Payment of all and singular the Tolls,

Rates, or Duties respectively which at the Time of such Seizure and Distress made shall be due and owing to the said Company from the Party or Parties making default as aforesaid on any account whatsoever, together with reasonable Charges for such Seizure and Distress; and if such Distress shall not be redeemed within Ten Days after the taking thereof, the same shall be appraised and sold, and such Tolls, Rates, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Disputes about the Amount of Rates may be settled by a Justice.

CXXVII. Provided always, and be it further enacted, That if any Dispute shall arise concerning the Amount of any such Rates, Tolls, or Duties due, or the Charges occasioned by such Distress as aforesaid, or any other Matter relating thereto, it shall be lawful for the Party so distraining to detain such Distress, or the Money arising from the Sale thereof (as the Case may happen), until the Amount of the Rates, Tolls, or Duties due, and the said Charges and other Matter in dispute shall be ascertained and determined by some Justice or Justices of the Peace for the said County of *Somerset*, who, upon Application made to him or them for that Purpose, shall examine the said Matter upon Oath of the Parties or other Witness or Witnesses, and determine the same; and it shall be lawful for such Justice or Justices to assess and award such Costs to be paid by either of the Parties to the other of them as such Justice or Justices shall think just and reasonable; and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, any Overplus, after deducting Charges, being returned to such Party.

Table of Tolls to be exhibited.

CXXVIII. And be it further enacted, That Tables of the Tolls from Time to Time payable, painted in large distinct Black Characters on Boards with a White Ground, shall be affixed and from Time to Time renewed and continued at the several Places where such Tolls shall be taken; and in case any Collector of the Tolls aforesaid shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, he shall forfeit and pay any Sum not exceeding Five Pounds for any such Offence; and that in respect of each Toll House it shall not be lawful for the said Company to demand thereat any Tolls but during such Time as the Board so painted as aforesaid shall remain affixed thereat.

Parts to be charged equally.

CXXIX. Provided always, and be it further enacted, That no Direction or Advance in the aforesaid Tolls, Rates, and Duties to be taken by virtue of this Act 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 Navigation and other Works; but that every such Reduction or Advance of Tolls, Rates, and Duties upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Navigation and other Works upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever

soever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

Company empowered to demise the Tolls.

CXXX. And be it further enacted, That it shall be lawful for the said Company from Time to Time, by any Instrument in Writing under their Common Seal, to let or demise all or any Part of the Rates, Tolls, and Duties arising from or to be payable under or by virtue of this Act to any Person or Persons, for any Term not exceeding Three Years at any one Time, either by public Bidding or otherwise, provided One Calendar Month's previous Notice be given in some public Newspaper published or usually circulated in the said County of *Somerset* of the Intention of the said Company to let or demise the said Rates, Tolls, and Duties, and so as that the Person or Persons renting the same shall give satisfactory Security to the said Company for the true Performance of his, her, or their Contract; and the Person or Persons so renting the said Rates, Tolls, and Duties, and their Agents, shall have full Power and Authority to ask, demand, collect, and receive the same, and to that end shall be deemed and taken to be a Collector or Collectors appointed by the said Company.

Application of Money to be raised.

CXXXI. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in and towards purchasing Lands and making and maintaining the said Navigation and other Works, and in otherwise carrying this Act into execution.

Power to re-enter Toll Houses, &c.

CXXXII. And be it further enacted, That in case all or any of the said Rates, Tolls, and Duties shall be demised, and the Rent agreed to be paid by such Lessee or Lessees, or any Part thereof, shall be in arrear for the Space of Twenty-one Days next after any of the Days on which the same ought to be paid, or in case there shall be any other Breach of the Terms and Conditions of such Lease on the Part of such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, then and in such Case (although there shall be no Provision for that Purpose in such Lease) it shall be lawful for the said Company, if they shall see fit, to vacate and determine the Lease, and the same shall accordingly be utterly void to all Intents and Purposes, both at Law and in Equity, save as to the past Operation thereof, and without prejudice to the subsisting Remedies in respect of the same; and in case any such Lessee, or in case any temporary or other Collector of the said Rates, Tolls, and Duties, or any Wharfinger or Servant of the said Company, shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector, Wharfinger, or Servant who shall be so discharged, or the Wife, Widow, or any of the Children or Family or other Representatives of any Collector, Wharfinger, or Servant who shall die, abscond, absent himself, or be discharged, or any other Person, shall refuse to deliver up the Possession of any Toll House, Weighing Machine, Dwelling House, Office, or other Building, with the Gardens and

other

other Appurtenances thereto respectively belonging, for the Space of Two Days after Demand thereof, made in Writing, left at such Toll House, Weighing Machine, Dwelling House, Office, or Building, or at any of the Toll Houses, Weighing Machines, Dwelling Houses, Offices, or Buildings which shall have been in the Possession of such Lessee, Collector, Wharfinger, Servant, or other Person, such Demand to be signed by any Two of the said Committee (although not assembled at a Meeting), or by the Clerk or Treasurer for the Time being of the said Company, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace for the County of *Somerset*, upon Application made by the said Company, or by the Treasurer or Clerk for the Time being of the Company, by Warrant under their respective Hands and Seals to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Weighing Machine, Dwelling House, Office, or other Building, with the Gardens and all other the Appurtenances thereto belonging, and to remove and put such Lessee or Lessees, or other the Person or Persons who shall be found therein, together with his or their Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, and Duties, and to put the said Company, or their new Lessee, or Collector, Wharfinger, or Servant, Lessees, or Collectors, Wharfingers, or Servants, into the Possession thereof.

Masters of Boats, &c. to give to Collectors an Account in Writing of Goods on board.

CXXXIII. And be it further enacted, That the Master or other Person having the Care of any Barge, Boat, Vessel, or Raft navigating upon the said Navigation and other Works, or any Part thereof, shall give a just Account, in Writing signed by him, to the Collector or Collectors of the said Tolls, Rates, or Duties, or other Officer or Person, Officers or Persons so to be appointed for the Purpose, and at the Place or Places where he or they shall attend for that Purpose, of the several Quantities, Qualities, and Weight of the Goods, Wares, Merchandize, Commodities, and Things in or upon such Barge, Boat, Vessel, or Raft, and of the Place or Places from whence brought, and where it is intended to land the same, and also the Quantities, Qualities, and Weight of such Goods, Wares, Merchandize, Commodities, or Things as shall have been discharged from such Barge, Boat, Vessel, or Raft within the Limits of the said Navigation and other Works, and before its Arrival at the Place where such Account is to be given; and if such respective Goods, Wares, Merchandize, Commodities, or Things shall be liable to the Payment of different Tolls, Rates, or Duties, then such Master or Person shall specify the Quantities liable to the Payment of each of the said Tolls, Rates, or Duties, and such Master or other Person shall, if required, produce at the same Time his Invoice or Bill of Lading; and in case any such Master or other Person shall neglect or refuse to give such Account, or such Account shall be false, or shall neglect or refuse to produce his Invoice or Bill of Lading, if demanded, or shall deliver any Part of his Loading at any other Place or Places than what is or are mentioned in such Account, every Person so offending shall forfeit and pay to the said Company the Sum of Ten Shillings for every Ton of Goods, Wares, Merchandize, Commodities, or Things which shall have been originally in such Barge, Boat, Vessel, or Raft respectively,

spectively, over and above the respective Tolls, Rates, or Duties payable for the same.

If any Difference arise concerning Weight, the Collectors may weigh or measure the Boat.

CXXXIV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates, Tolls, and Duties, and the Master or other Persons having the Charge of any Barge, Boat, Vessel, or Raft, concerning the Weight or Quantity of any such Goods, Wares, Merchandize, Commodities, or Things, it shall be lawful for any such Collector to detain any such Barge, Boat, Vessel, or Raft, and to measure, gauge, and weigh, or cause to be measured, gauged, and weighed, such Barge, Boat, Vessel, or Raft, and all such Goods, Wares, Merchandize, Commodities, and Things as shall be therein respectively contained; and in case the same shall appear to be of greater Weight or Quantity than what is set forth in the Account given thereof as aforesaid, then the Person giving in such Account shall pay the Costs and Charges of such measuring, gauging, and weighing; all which Costs and Charges, upon Nonpayment thereof upon Demand, shall and may be recovered and levied by such Ways and Means and in such Manner as the said Rates, Tolls, and Duties are hereby appointed to be recovered and levied; but if such Goods, Wares, Merchandize, Commodities, and other Things shall appear to be not of greater Weight or Quantity, then the said Company shall pay the Costs and Charges of such measuring, gauging, and weighing, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, Commodities, or Things, such Damages as shall appear to any Justice of the said County of *Somerset*, on the Oath of any credible Witness or Witnesses, to have arisen from such Detention; but in case it shall at any Time be made to appear to any such Justice upon the Complaint of the said Company, upon the like Oath of some credible Witness or Witnesses, that such Detention was without reasonable Ground or Belief, and vexatious on the Part of such Collector, then the said Collector shall himself pay to the said Company all such Costs, Charges, or Damages aforesaid; and in default of immediate Payment thereof by the said Company or by the said Collector (as the Case may be) the same may be recovered from the said Company or from the Collectors (as the Case may be) by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or by Distress and Sale of their and his Goods by Warrant under the Hand and Seal of any such Justice, rendering the Overplus, if any, upon Demand, after deducting the Costs of such Distress and Sale, to the said Company of Proprietors or to the said Collectors (as the Case may be).

Penalty on Persons evading the Tolls.

CXXXV. And be it further enacted, That in case any Person navigating or intrusted with the Care of any Barge, Boat, Vessel, or Raft upon the said Navigation and other Works, or any Part thereof respectively, shall, with Intent to evade the due Payment of any of the Tolls, Rates, or Duties hereby made payable, take on board or discharge from any Barge, Boat, Vessel, or Raft any Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things whatsoever at any other Place or Places than at the public or private Wharfs, Quays, or Landing Places upon or belonging to the said Navigation

and other Works, without having previously obtained Permission in Writing for that Purpose from the Committee of Management, or from some one of the Collectors of the Tolls or Agents of the said Company, or in case any Person shall do any other Act with Intent to evade the Payment of the said Tolls, Rates, or Duties, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding the Sum of Five Pounds.

Passage of Canals to be free on Payment of Tonnage.

CXXXVI. And be it further enacted, That all Persons shall have free Liberty to use with Horses, Cattle, and Carriages the said Company's Roads, Ways, and Passages (other than the Towing Paths) for the Purpose of conveying any Timber, Goods, Wares, Merchandize, or other Things to or from the said Navigation and other Works, and also to navigate and use the said Navigation and other Works with Barges, Boats, Vessels, or Rafts properly constructed for the Purpose of conveying the like Matters, and the Towing Paths for hauling the same, and to employ the said Company's Wharfs, Quays, and Landing Places belonging to or actually occupied by the said Company for the loading and unloading, Deposit and Lodgment of such Timber, Goods, Wares, Merchandize, and other Things, upon Payment only of such Rates and Tolls as shall be demanded by the said Company pursuant to this Act, and subject to the Rules and Regulations herein mentioned, or which shall be from Time to Time made by the said Company by virtue of the Powers herein granted: Provided always, that Barges, Boats, Vessels, or Rafts shall not, without the Licence of the said Company, pass upon the said Navigation and other Works at any other Times than between the Hours of Six in the Morning and Six in the Evening during the Months of *November*, *December*, *January*, and *February*, and between the Hours of Five in the Morning and Eight in the Evening during the Months of *March*, *April*, *September*, and *October*, and between the Hours of Five in the Morning and Ten in the Evening during the Months of *May*, *June*, *July*, and *August* in every Year.

For preventing Toll Collectors misbehaving

CXXXVII. And be it further enacted, That every Toll Collector shall immediately on his coming on Duty place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of his Stop Gate or Toll House, each of the Letters of such Names 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 in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be on Duty; and if any Collector shall make default therein, or shall demand or take a greater or less Toll, Rate, or Duty from any Person than he shall be authorized to do, or shall refuse to permit any Person to read the Inscription on any Board or Boards affixed at such Stop Gate or Toll House, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, on having paid the said Tolls, Rates, or Duties, or any of them, or shall in answer to such Demand give a false Name or Names, or upon the legal Toll, Rate, or Duty being paid or tendered shall unnecessarily detain or wilfully obstruct, hinder, or prevent the passing of any Barge, Boat, Vessel, or Raft, then and in every such Case, every such Toll Collector shall forfeit

forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Wharfingers not to give Preference.

CXXXVIII. And be it further enacted, That if any Wharfinger or other Servant of the said Company of Proprietors, or any other public Wharfinger or his Servant, shall give any undue Preference, or show any Partiality, in loading or unloading any Goods or other Things at any public Wharf, Warehouse, Weighbeam, Crane, or other Machine, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings.

Power of Justices upon Application of Company to fix the Sum to be paid for Parcels.

CXXXIX. And be it further enacted, That it shall be lawful for the Justices present at any General or Quarter Sessions of the Peace to be held in and for the said County of *Somerset*, upon Application to be made by the said Company, from Time to Time to ascertain and fix the Price or Rate, Prices or Rates to be charged for the Carriage upon the said Navigation and other Works, or any Part thereof, of Parcels not exceeding each Five hundred Weight; and the said Company shall from Time to Time cause to be affixed upon every public Wharf on the said Rivers, Canal, and Cuts, in some conspicuous Place, a Notice particularizing the Price or Rate, Prices or Rates so to be ascertained and fixed; and in case any Owner, Master, or other Person having the Care of any Barge, Boat, Vessel, or Raft navigating upon the said Navigation and other Works, or any Part thereof, shall, after such Notice shall be so affixed as aforesaid, demand or take for the Carriage of any such Parcel more than the Price or Rate aforesaid, such Owner, Master, or other Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, nor less than Forty Shillings, at the Discretion of the Justice before whom such Person shall be convicted.

Occupiers of adjoining Lands may use Boats on the Canal, &c.

CXL. And be it further enacted, That it shall be lawful for every or any Occupier of any Lands adjoining to the said Rivers, Canal, and Cuts to use upon the said Rivers, Canal, and Cuts any Boats for conveying Manure, Farm Produce, and Implements of Husbandry from any Farm or Lands to any other Farm or Lands of the same Occupier adjoining or immediately opposite thereto, or within the Distance of Three hundred Yards therefrom, without paying any Tolls, Rates, or Duties for the same, so as such Boats do not pass by, through, or on any Lock to be made by virtue of this Act, and so as the same do not obstruct or prejudice the Navigation of the said Rivers, Canal, or Cuts, or the Towing Paths on the Sides thereof; and the respective Owners of all such Boats shall in their own Lands make convenient Places for such Boats to lie in, and shall not suffer the same to be moored or remain upon the said Navigation and other Works.

Owners to put their Names and Numbers on the Outsides of their Boats.

CXLI. And be it further enacted, That the Owner or Owners of every Barge, Boat, or other Vessel navigating the said Navigation and other Works shall cause his, her, or their Name or Names and Place or Places of Abode, and the Number of such Barge, Boat, or other Vessel, to be entered in the Office of the said Company, and shall also cause such Name or Names and Number to be painted, and continued and renewed from Time to Time, in large White Capital Letters

Letters and Figures on a Black Ground, Three Inches high at the least and of a proportionate Breadth, on some proper and conspicuous Part of the Outside of every such Barge, Boat, or other Vessel, and shall permit and suffer every such Barge, Boat, or other Vessel to be gauged, weighed, and measured at the Expence of the said Company whenever it shall be required by them or any Person or Persons by them appointed for that Purpose, and every Owner or Owners, by himself, herself, or themselves, offending in or about the Premises, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Owners of Boats to be accountable for Damages done by their Servants.

CXLII. And be it further enacted, That the Owner or Owners of every Barge, Boat, Vessel, or Raft passing upon the said Navigation and other Works, or any Part thereof, shall be and he, she, and they is and are hereby respectively made, answerable for any Trespass, Damage, Spoil, or Mischief that shall be done to the said Navigation and other Works, Bridges and Works made by virtue of this Act, or any Building, Erection, Lands, or Hereditaments near thereto, whether belonging to the said Company or not, by such Barge, Boat, Vessel, or Raft, or the Horses used in drawing the same, or by any of the Persons belonging to or employed in or about the same respectively, either by loading or unloading, navigating, wasting the Water, or by any means whatsoever; and the said Owner or Owners shall, upon Conviction of such Person or Persons before some Justice of the Peace of the said County of *Somerset*, either by the Confession of the Person or Persons offending, or upon the Oath or Affirmation or Oaths or Affirmations of some credible Witness or Witnesses (which Oath or Oaths such Justice is hereby empowered and required to administer), pay the Party or Parties injured the Damages to be ascertained by such Justice, provided that such Damages do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and the same shall be levied by Distress and Sale of the Goods and Chattels of such Owner or Owners, 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 Twenty Pounds, then and in such Case the said Owner or Owners may be sued and prosecuted for the same in any of His Majesty's Courts of Record, and if a Verdict or Judgment shall be given against him, her, or them, either on Proof made, or by Default, or upon Demurrer or otherwise, the Plaintiff or Plaintiffs in such Case shall recover the Damages thereby sustained, with full Costs of Suit; and if such Owner or Owners shall be compelled to make Satisfaction for Damages, or to pay any Penalty, by reason of any wilful Act, Neglect, or Default of his, her, or their Boatmen or Servants, then and in such Case every such Boatman or Servant shall be liable to repay such Satisfaction for Damages and Penalty, with the Costs attending the same, to such Owner or Owners, and in case of Nonpayment thereof on Demand, the same shall be recovered in like Manner as any Penalty can or may by virtue of this Act be recovered.

Owners may recover from their Servants.

Proper Places to be made for

CXLIII. And be it further enacted, That the said Company shall, in such Parts of the said Navigation and other Works as shall not be of

Boats to turn or lie in.

of sufficient Breadth for Two Barges, Boats, Vessels, or Rafts to pass each other, or for a Barge, Boat, Vessel, or Raft to turn about or lie; open and cut in the Lands adjoining to the said Rivers, Canals, and Cut proper Spaces or Places, at convenient Distances from each other, for the passing, turning, and lying of Barges, Boats, Vessels, and Rafts; and any Barge, Boat, Vessel, and Raft navigating the said Navigation and other Works shall upon meeting any other Barge, Boat, Vessel, or Raft, stop at or go back to and lie in the said Spaces or Places, in such Manner as the said Company shall direct and appoint; and the Master of any Barge, Boat, Vessel, or Raft as to which there shall be any such Default, shall forfeit and pay any Sum not exceeding Five Pounds.

Vessels lying so as to obstruct the Navigation to be removed.

CXLIV. And be it further enacted, That if any Barge, Boat, Vessel, or Raft shall be placed in any Part of the said Navigation and other Works so as to obstruct the Navigation thereof, and the Person having the Care of such Barge, Boat, Vessel, or Raft shall not immediately, upon Request made for that Purpose, remove the same, he shall for every such Offence forfeit and pay a Sum not exceeding Ten Shillings nor less than Five Shillings for every Hour such Obstruction shall continue; and it shall be lawful for the Agents or Servants of the said Company to cause any such Barge, Boat, Vessel, or Raft to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing such Obstruction, and to detain such Barge, Boat, Vessel, or Raft, and the Loading thereof, or any Part of such Loading, until the Charges occasioned by such Unloading and Removal are paid; and if any Barge, Boat, Vessel, or Raft shall be sunk in any Part of the said Navigation and other Works, and the Person having the Care or the Owner of such Barge, Boat, Vessel, or Raft shall not, without Loss of Time, weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company to cause such Barge, Boat, Vessel, or Raft to be weighed or drawn up, and to detain the same, and the Loading thereof, or any Part of such Loading, till the Charges occasioned thereby are paid.

Persons overloading and obstructing the Passage of the Canal, &c. to forfeit Five Pounds.

CXLV. And be it further enacted, That if any Person shall float any Timber upon any Part of the said Navigation and other Works, without having the same properly hooded or otherwise secured, agreeably to the Rules and Regulations to be from Time to Time made and promulgated for the orderly using of the said Navigation and other Works, or shall suffer the Loading of any Barge, Boat, Vessel, or Raft to lie over the Sides thereof, or shall overload any Barge, Boat, Vessel, or Raft, so as by such Overloading to obstruct or be liable to obstruct the Passage of any other Barge, Boat, Vessel, or Raft on the said Navigation and other Works, and shall not immediately upon Notice given to the Person having the Care of such respective Barge, Boat, Vessel, or Raft remove so much of the Loading as shall lie over the Sides, or shall obstruct or be liable to obstruct the Passage aforesaid, so as to make a free Passage for other Boats, Barges, Vessels, or Rafts, every such Person floating such Timber, or having the Care of such Barge, Boat, Vessel, or Raft, shall forfeit and pay for every such Offence the Sum of Five Pounds; and if any Person shall throw any Ballast, Gravel, Stones, or Rubbish

into any Part of the said Navigation and other Works, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds; which said respective Forfeitures shall be paid to the said Company, to be by them applied for the Purposes of the said Navigation.

Penalty on throwing Ballast, &c. into the Canal, &c.

CXLVI. And be it further enacted, That if One or more Barges, Boats, Vessels, or Rafts shall be at or within Three hundred Yards of the Bottom of any Lock, and there shall be One or more Barges, Boats, Vessels, or Rafts at or within Three hundred Yards of the Top of the same Lock, every Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Bottom of the Lock shall pass up by means thereof at the same Time that a Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Top of the Lock shall descend, or immediately afterwards, to the Intent that no more Water or Power may be used than is absolutely necessary; and if there should be no Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Top or Bottom respectively of the Lock, but One or more Barges, Boats, Vessels, or Rafts shall be in sight or expected to arrive, every or any Barge, Boat, Vessel, or Raft at the Bottom or Top respectively of the Lock may be detained for any Time not exceeding Ten Minutes for the Arrival of a Barge, Boat, Vessel, or Raft at the Top or Bottom respectively of the same Lock; and for the Safety of the Works on the Navigation and other Works, and to prevent Accidents to the Barges, Boats, Vessels, and Rafts, and their Cargoes, no Boatman or other Person whatever, other than a Servant of the said Company duly authorized, shall, without the Consent of some duly authorized Agent of the said Company, attempt on any Pretence whatever to let down or to raise any Barge, Boat, Vessel, or Raft, and if any one shall offend contrary to this Provision, he shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds.

Regulations for Vessels passing the Locks.

CXLVII. And be it further enacted, That if any Person or Persons whosoever shall want only or through Carelessness or Negligence flash or draw off the Water from any Part of the said Navigation and other Works, or open any Swing or Draw Bridge, except when necessary, or leave the same open longer than necessary, for the Passage of any Barge, Boat, Vessel, or Raft, or do any other Act to the Prejudice of the said Navigation, every such Person so offending, and being thereof convicted before some Justice or Justices of the Peace for the said County of *Somerset* by the Oath of One or more Witness or Witnesses, shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Five Pounds nor less than Twenty Shillings, at the Discretion of the said Justice or Justices.

Penalty on Persons wasting the Water.

CXLVIII. And be it further enacted, That if any Person shall wilfully and maliciously and to the Prejudice of the said Navigation break, throw down, or destroy any Bridge, Bank, or other Work to be made by virtue of this Act, or any Part of the Materials of any Work, every Person so offending and being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of simple Larceny.

To prevent destroying the Works.

CXLIX. And

For securing transient Offenders.

CXLIX. And whereas Persons guilty of Offences against this Act may be transient Persons, unknown to the Collectors, Surveyors, and other Officers acting under this Act, be it further enacted, That it shall be lawful for the said Collectors, Surveyors, and Officers respectively, and such Persons as they may call to their Assistance, to seize and detain any such unknown Person or Persons guilty of an Offence against this Act, and convey him, her, or them before some Justice or Justices of the Peace for the said County of *Somerset*, without any other Warrant or Authority than this Act for so doing, and such Justice or Justices of the Peace respectively is and are hereby respectively empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender or Offenders.

Recovery and Application of Penalties.

CL. And be it further enacted, That every Penalty and Forfeiture for any Offence imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance hereof, the Manner of levying and recovering of which is not herein particularly mentioned or directed, shall be adjudged by and recovered before any Justice of the Peace acting within his Jurisdiction in a summary Way, and such Justice is hereby empowered to convict the Offender upon Information by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation such Justice is hereby authorized to administer); and in default of Payment of such Penalty or Forfeiture the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrants under the Hand and Seal of such Justice, rendering the Overplus (if any), on Demand, to the Party whose Goods and Chattels shall be so distrained and sold, the reasonable Charges of such Distress and Sale being first deducted; and, where no contrary Direction is contained in this Act, Half of the Penalty and Forfeiture when recovered shall be paid to the Informer, and the remaining Half thereof to the said Company, for the Use and Benefit of the said Company, unless such Penalty or Forfeiture shall be incurred by the said Company, in which Case the same shall be paid, one Half to the Informer, and the other Half to the Overseers of the Poor of the Parish or Place within which the Offence shall be committed, to be applied by such Overseers to the Benefit of the Poor of such Parish or Place; and in case such Penalty and Forfeiture shall not be forthwith paid, such Justice shall order the Offender to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender shall give sufficient Security, to the Satisfaction of such Justice, for his or her Appearance before such Justice, or before some other Justice of the Peace for the said County, on such Day as shall be appointed for the Return of such Warrant of Distress, (such Day not being more than Eight 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 such Charges as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or otherwise, that he or she hath not sufficient Goods and Chattels whereupon such Penalty, Forfeiture, and Charges could be levied if a Warrant of Distress

Distress should be issued, so that it would be useless for such Justice to issue such Warrant of Distress, it shall be lawful for such Justice and he is hereby required, by Warrant under his Hand and Seal, to commit such Offender to the Common Gaol or House of Correction, with or without Labour, for the said County of *Somerset*, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Charges attending such Proceedings as aforesaid (to be ascertained by such Justice), or unless such Offender shall be otherwise discharged by due Course of Law.

Form of Conviction.

CLI. And be it further enacted, That every Justice of the Peace before whom any Person shall be convicted of an Offence against this Act may cause the Conviction to be drawn up according to the following Form, or any other Form to the like Effect; (*videlicet*,)

' } BE it remembered, that on the Day of
' to wit. } in the Year of our Lord
' at *A. B.* of is convicted before
' me, *C. D.*, one of His Majesty's Justices of the Peace for the County
' of *Somerset*, for that he the said *A. B.* on the Day of
' at did [*specify the Offence and the*
' *Time and Place of Commission*], contrary to an Act passed in the
' Year of the Reign of King *William* the Fourth,
' intituled [*here set forth the Title of this Act*]; and I therefore declare
' and adjudge that the said *A. B.* has forfeited for the said Offence
' the Sum of *or* shall be committed to
' for the Space of . Given under my Hand and Seal
' the Day and Year first above written.'

Justices may proceed by Summons in the Recovery of Penalties.

CLII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance thereof, 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 convict the Offender, and to adjudge him or her to pay the Penalty or Forfeiture, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited or taken before such Justice, and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print were exhibited.

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

CLIII. And be it further enacted, That when any Sum of Money shall in pursuance of this Act be directed by any Justice or Justices of the Peace to be paid by the said Company, and such Sum of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within Ten Days after Demand in Writing shall have been made upon the Treasurer or Clerk of the said Company, then in such Case the Amount may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the

the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace of the said County of *Somerset*, which Warrant any such Justice is hereby required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party or Parties entitled to receive such Sum of Money; 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.

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

CLIV. And be it further enacted, That where any Damages, Costs, Charges, or Expences are by this Act directed or authorized to be paid or recovered, in addition to any Penalty or Forfeiture, the Amount of such Damages, Costs, Charges, or Expences, in case of Dispute respecting the same, shall be settled, ascertained, and determined by the Justice or Justices of the Peace by or before whom the Offender shall be convicted, and such Justice or Justices is and are hereby authorized and required, on Nonpayment thereof, to levy such Damages, Costs, Charges, and Expences by Distress and Sale, in manner by this Act directed for the levying of any Penalties or Forfeitures: Provided always, that the Justice or Justices before whom any Complaint or Matter may be brought by virtue of this Act may order such Monies to be paid for the Expences, Assistance, or Attendance of Witnesses, Constables, or others, in addition to any Penalty, Forfeiture, or other Sum, as such Justice or Justices may deem reasonable.

Persons aggrieved by Irregularity in Distress may recover Damages.

CLV. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any Irregularity which shall be afterwards committed by the Party or Parties distraining, but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage in an Action upon the Case.

Persons aggrieved may appeal to the Quarter Sessions.

CLVI. And be it further enacted, That any Person thinking himself aggrieved by any Rule, Bye Law, or Direction of the said Company, or by any Order or Judgment given in pursuance thereof, also the said Company, and all other Persons, Bodies Politic and Corporate, who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or Justices of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held in and for the said County of *Somerset*, first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Nature thereof, to the opposite Party and

forthwith after such Notice entering into Recognizance before some Justice of the Peace of the same County with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, adjourn the hearing thereof to the next following General or Quarter Sessions of the Peace to be held in such County; and the said Justices may, if they see Cause, mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in respect of the Proceedings appealed against, and may also order and award such further Satisfaction and Costs to be made and paid to the Party injured as they shall adjudge reasonable.

No Certiorari.

CLVII. And be it further enacted, That no Assessment, Verdict, Judgment, Order, Conviction, or Proceeding to be had and taken in pursuance of any of the Provisions of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation of Actions.

CLVIII. And be it further enacted, That no Action, Suit, or Information shall be brought or commenced against any Person or Persons for any thing to be done in pursuance or under colour of this Act, or in the Execution of the Powers or Authorities herein contained, unless Fourteen Days previous Notice shall be given in Writing by the Person or Persons intending to commence such Action, Suit, or Information to the proposed Defendant or Defendants, nor after sufficient Satisfaction tendered by the proposed Defendant or Defendants, nor unless such Action, Suit, or Information shall be brought or commenced within Six Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards, and shall be laid and brought in the County where the Matter in dispute or Cause of Action shall arise, and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and show that the same was done in pursuance of this Act, or in the due Execution of the Powers or Authorities herein contained; and if it shall happen to have been so done, or if any such Action, Suit, or Information shall have been brought or commenced before or after the Time limited for bringing the same, or in any other County or Place than as aforesaid, or after sufficient Satisfaction tendered as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of his, her, or their Action, Suit, or Information after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff

or

or Plaintiffs, the Defendant or Defendants shall (if the Judge or Court shall certify the same to have been vexatious) have his, her, or their Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law.

All Notices given by the Company to be signed by their Clerk.

CLIX. And be it further enacted, That in all Cases where it may be requisite for the said Company to give any Notice to any Body Politic, Corporate, or Collegiate, or to any Person whomsoever, it shall be sufficient for such Notice to be signed by the Clerk of the said Company, without being required to be under the Common Seal of the said Company.

Declaring what shall be good Service of Notice on the Company.

CLX. And be it further enacted, That in all Cases wherein it may be requisite for any Person or Party to serve any Summons, Notice, Writ, or other Proceedings or Matter, at Law, in Equity, or otherwise, upon the said Company, Service thereof respectively at the principal Office of the said Company, or upon any Member of the said Committee, or left at his usual or last Place of Abode, or upon the Clerk of the said Company, or left at the Office of such Clerk or at his usual or last Place of Abode, or upon any Officer or Servant of the said Company, or left at his usual or last Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Clerk of the Company may grant Releases to Witnesses.

CLXI. And be it further enacted, That in all Actions and Suits at Law or in Equity for any Claim against or on behalf of the said Company, and in all Prosecutions by or against the said Company, and in all Arbitrations, References, or other Proceedings in which the said Company may be concerned, it shall be lawful for the Clerk of the said Company, not being personally interested otherwise than as a Proprietor of Shares in the said Undertaking, in his own Name, for and on behalf of the said Company, to make, sign, seal, and execute and deliver all such general or other Releases as may be deemed necessary for the Purpose of discharging any Witness or Witnesses in such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from subsisting Claims or Demands, so as to qualify him, her, or them to give Evidence, and also to do any other Act, Matter, or Thing in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings which any Plaintiff or Defendant might do; 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 were made under the Common Seal of or done by the said Company.

General Power to Justices to administer Oaths.

CLXII. And be it further enacted, That in all Cases in which any Justice or Justices of the Peace is or are authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice or Justices, and he and they is and are hereby required, to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice or Justices.

CLXIII. And

For compelling Witnesses to attend.

CLXIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice or Justices of the Peace, touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice or Justices of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or 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 Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined on Oath, or (in the Case of a Quaker) on Affirmation, to give Evidence before such Justice or Justices, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

How Debts may be proved in Cases of Bankruptcy.

CLXIV. And be it further enacted, That in case any Person or Persons against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Authenticated Bye Laws to be Evidence.

CLXV. And be it further enacted, That in all Cases of Prosecution for Offences against any of the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper, purporting to be the Bye Laws, Orders, or Rules of the Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules, and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Saving Rights of Commissioners of Sewers.

CLXVI. And be it further enacted, That nothing herein contained shall extend or be construed to extend to lessen or take away the Powers of the present or any future Commission of Sewers for the said County of *Somerset*, but that the same shall continue in full Force and Effect, and that the Commissioners of Sewers for the Time being shall have the same Power over the said Rivers and Drains hereby authorized to be made, and all Clyeses, Drains, Trenches,

Sewers, Banks, and other Works in or upon the same, as such Commissioners would have had if this Act had not been passed: Provided always, that the said Commissioners shall not interrupt or hinder the Execution of this Act, or prejudice the Navigation or Works hereby intended to be made.

No Justice being one of the Company to act.

CLXVII. Provided always, and be it further enacted, That no Justice of the Peace who may be one of the said Company, or who may enjoy any Office of Trust or Profit under them, or who may be in any way interested in the Matter in question, shall, while a Proprietor or enjoying any such Office, or so interested, act in the Execution of any of the Powers or Authorities given by this Act.

Paying the Expences of the Act.

CLXVIII. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates incident thereto, and all other Costs, Charges, and Expences concerning the same, shall be borne, paid, and defrayed by the said Company of Proprietors in preference to any other Payment whatsoever.

Public Act.

CLXIX. 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.

SCHEDULE.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Edward Berkeley Portman, Esq.	- - -	Himself - -	Puckington -	Cottage and Garden.
Charles Hooper - -	- - -	Himself - -	Curry Rivell -	Ditto.
Thomas Best, Esquire, Commissioner of West Moor Inclosure.	- -	John Lock, John Male, Henry Bownsey, James Lawrence, Samuel Bussell, James Brookman, John Burn, John Crocker, George Lawrence, and James Ray.	Extra-parochial -	Various Cottages and Gardens, being Encroachments from West Moor, taken by Thomas Best, Esqnire, the Commissioner for inclosing the Moor, and being about to be demolished, and the Sites allotted as Portions of the Moor.
James Gillett - -	- - -	Himself - -	Ditto - -	Cottage and Garden.
Hannah Meechem -	- - -	Joseph Gillett -	Ditto - -	Ditto.
Samuel Taylor - -	- - -	Himself - -	Curry Rivell -	Orchard.
Henry Stuckey - -	- - -	Himself - -	Ditto - -	Ditto.
William Hooper -	- - -	Henry Male -	Ditto - -	Cottage and Garden.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Mary Louch - -	- - -	Samuel Richards -	Curry Rivell -	Cottage and Garden.
George Louch - -	- - -	Robert Tucker -	Ditto - -	Ditto.
William Ceely Trevillian, Esquire.	- - -	Vincent Wallis -	Drayton - -	Orchard.
Walter Long, Esquire -	- - -	John Coate and James Coate.	Muchelney -	Withy Bed.
The Bishop of Bath and Wells.	John Stacey -	Joseph Case - -	Huish Episcopi -	Orchard.
The said Bishop - -	John Stacey -	Himself - -	Ditto - -	Orchard.
The said Bishop - -	Henry Coggan -	Joseph Barnard -	Ditto - -	Orchard.
James Broadmead -	- - -	Himself - -	Ditto - -	Tannery, &c.
The Bishop of Bath and Wells.	James Barnard -	Himself - -	Ditto - -	Orchard.
Ditto - -	Elizabeth Michell -	Martin Kiddell -	Ditto - -	Orchard.
Ditto - -	William Wheller -	Himself - -	Ditto - -	Orchard.
Mary Michell - -	- - -	James Lenthall -	Ditto - -	Orchard.
Henry Lovibond -	- - -	Himself - -	Ditto - -	Houses and Buildings.
Robert Bagehot, Esquire	- - -	Richard Hurman -	Ditto - -	House and Garden.
Vincent Stuckey, Esquire	- - -	Stuckey and Bagehots	Curry Rivell -	Coal Yard and Buildings thereon.
Ditto - -	- - -	Ditto - -	Langport Eastover	Ditto.
Octavus Michell, Esquire	- - -	John Turner - -	Curry Rivell -	Ditto.
George Acland Barbor, Esquire.	- - -	Thomas Fido -	Ditto - -	Garden.
Benjamin Lock - -	- - -	Himself - -	Ditto - -	House and Garden.
George Williams -	- - -	Himself - -	Aller - -	Ditto.
Joel Broadway Horsey and John Broadway Horsey.	- - -	Henry Coggan -	Ditto - -	Orchard.
Mary Douglas - -	- - -	Ditto - -	Curry Rivell -	Ditto.
Benjamin Langford -	- - -	Himself - -	Stoke St. Gregory -	House, Garden, and Willow Bed.
The Dean and Chapter of Wells.	- - -	Grace Coate - -	Ditto - -	Orchard and Withy Bed.
The Representatives of Edward Palmer.	- - -	Joan Coate - -	Aller - -	Withy Bed.
George Acland Barbor, Esquire.	John Lockyer -	Sarah Boobyer -	Stoke St. Gregory -	Orchard.
Ditto - -	John Boobyer -	John Boobyer -	Ditto - -	Ditto.
Ditto - -	Sarah Boobyer -	Sarah Boobyer -	Ditto - -	Ditto.
Ditto - -	Grace Coate -	Grace Coate - -	Ditto - -	Ditto.
Ditto - -	John Lockyer -	Matthew Langdon -	Ditto - -	Ditto.
Ditto - -	John Gully -	John Gully - -	Ditto - -	Garden.
Ditto - -	Ditto - -	Ditto - -	Ditto -	Orchard.
John Gully - -	- - -	Himself - -	Stoke St. Gregory -	Garden.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Representatives of Edward Palmer.	- - -	Henry Coate -	Aller - - -	House and Garden.
Thomas House - -	- - -	Himself - -	Stoke St. Gregory	Withy Bed.
John Coate - -	- - -	Himself - -	Ditto - -	Cottage and Garden.
Hannah Gully - -	- - -	Hannah Gully and John Gully.	Ditto - -	Ditto.
Thomas House - -	- - -	Himself - -	Ditto - -	Orchard.
William Calder - -	- - -	Himself - -	Ditto - -	Garden.
Thomas House - -	- - -	Himself - -	Ditto - -	Orchard and Withy Bed.
Anthony Culverwell -	- - -	Himself - -	Othery - -	Orchard.
George Pearce - -	- - -	Himself - -	Stoke St. Gregory	Cottage, Garden, and Orchard.
Thomas House - -	- - -	Himself - -	Ditto - -	Orchard.
Ditto - -	- - -	Stuckey and Bagehots	Ditto - -	Cottage and Garden.
Ditto - -	- - -	Thomas House -	Ditto - -	Orchard.
William Langford -	- - -	Robert Dyke - -	Ditto - -	House, Garden, and Orchard.
James Smith - -	- - -	Himself - -	Ditto - -	House and Garden.
Ditto - -	- - -	Ditto - -	Ditto - -	Orchard.
Henry Dibble - -	- - -	George Poole -	Ditto - -	House and Garden.
John Hancock - -	- - -	Himself - -	Ditto - -	Ditto.
John Hancock the younger	- - -	William Bell -	Ditto - -	Ditto.
The Trustees of William Wheaton Chard.	- - -	James Somers -	Othery - -	Orchard.
Ditto - -	- - -	Ditto - -	Ditto - -	Ditto.
William Hembury -	- - -	John Palmer	Stoke St. Gregory	House and Garden.
John Knight - -	- - -	Himself - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto - -	Orchard.
Ditto - -	- - -	Ditto - -	Ditto - -	Garden and Orchard.
Ditto - -	- - -	Tamar Bell - -	Ditto - -	House and Garden.
Tamar Bell - -	- - -	Herself - -	Ditto - -	Ditto.
Mary Bell - -	- - -	Themselves - -	Ditto - -	Houses, Garden, and Orchard.
Mary Smith and George Smith.	- - -	William Winslade -	Othery - -	Orchard.
Richard Bridge - -	- - -	Himself - -	Stoke St. Gregory	Houses, Garden, and Orchard.
William Beck - -	- - -	Himself - -	Ditto - -	Ditto.
James Goodson - -	- - -	Himself - -	Othery - -	Orchard.
Thomas Bathe - -	- - -			

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cannot be carried into execution without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Allen* Clerk, *Edward Baker*, *John Baker*, *Robert Baker*, *James Broadmead*, *Philip Broadmead*, *Thomas Broadmead*, *Thomas Watson Bagehòt*, *Henry Powell Collins*, *Richard Thomas Combe*, *John Cridland*, *John Scott Gould*, *James Hine*, *Henry Samuel Knowles*, *John Lee Lee*, *John Nicholetts*, *Vincent Stuckey*, *William Speke* junior, *James Stayner*, *John Slatter*, *Richard Sharland*, *William Tilley*, *Maurice Ceely Trevillian*, *Thomas Bampfield Uttermare*, *James Upton* Clerk, and all and every other Person and Persons, Body and Bodies Politic and Corporate, who have already or shall hereafter become Subscribers to 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 making and completing and maintaining and carrying on the Improvement of the said Navigation of the aforesaid Portion of the River *Parrett*, and the said Canal, Feeder, and other Works by this Act authorized to be made and executed, according to the Rules, Orders, and Directions herein-after mentioned and specified, and for that Purpose shall be and they are hereby declared to be One Body Corporate, by the Name and Style of "The Company of Proprietors of the *Parrett* Navigation," and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold, in manner by this Act directed, Lands and Hereditaments to them, and their Successors and Assigns, for the Use of the said Undertaking and Works hereby authorized to be made, and for the several other Purposes herein mentioned, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and also shall have full Power to sell, demise, and dispose of any of the Lands, Tenements, or Hereditaments purchased for the Purposes aforesaid, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Proprietors incorporated.

Style of the Company.

Rules for the Interpretation of this Act.

II. And be it further enacted, That where in this Act the Words Navigation and other Works shall be used, the same shall be understood to include the said River *Parrett* and the Improvements and Deviations therein, and also the said Canal and other Works by this Act authorized to be made, unless it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Company authorized to make the Canal, &c.

III. And be it further enacted, That the said Company shall be and they are hereby authorized and required to make, complete, and maintain such Improvements in the Navigation of the said River *Parrett* as may be necessary to secure a Depth of Three Feet of Water in some Part of the Stream throughout the whole Course or Length of the said River, and of sufficient Width for the Passage of a laden Barge, commencing at its Junction with the River *Tone* at *Stanmoor Bridge*, a short Distance above *Burrow*, in the County of *Somerset*, and passing from, through,

or into the several Parishes, Hamlets, or Places of *Othery*, *Aller*, *Stoke Saint Gregory*, *North Curry*, *West Hatch*, *Curry Rivell*, *Fivehead*, *Drayton Swell*, *Curry Mallett*, *Beercrocombe*, *Hatch Beauchamp*, *Broadway*, *Isle Abbotts*, *Buckland Saint Mary*, *Moortown*, *Capland*, *Hambridge*, *Burton*, *Week*, *Oath* and *Langport* otherwise *Langport*, *Eastover*, *Huish Episcopi*, *Drayton*, *Kingsbury Episcopi*, and *Muchelney*, or some of them, in the County of *Somerset* and terminating at the Extremity of the Parish of *Muchelney*, in the said County; and also to make, complete, and maintain a Navigable Canal, passable for Barges, Boats, Vessels, and Rafts, from and out of the said River *Parrett*, commencing at its Confluence with the River *Isle*, and passing from, through, or into the Parishes, Hamlets, or Places of *Drayton*, *Curry Rivell*, *Hambridge*, *Puckington*, *Isle Brewers*, and *Barrington*, in the said County, or some of them, and terminating at a certain Close in the said Parish of *Barrington*, in the Occupation of *John Gibbs*, and adjoining the Turnpike Road leading from *Langport* to *Ilminster*, in the said County of *Somerset*.

Power to enter Lands.

IV. And be it further enacted, That for the Purposes aforesaid, and subject to the Provisions and Restrictions of this Act, the said Company, their Deputies, Agents, Officers, Surveyors, Workmen, and Servants, are hereby authorized and empowered to enter into and upon the Lands and Grounds of or belonging to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out, ascertain, and appropriate for the Purposes herein mentioned such Parts thereof as they shall think necessary or expedient for making the said intended Navigation and other Works, Matters, and Conveniences hereby authorized, and as they are by this Act empowered to take or use; and to bore, dig, cut, trench, drain, sough, get, raise, remove, take, carry away, lay, use, and manufacture any Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Materials or Things which can or may be dug, raised, or gotten in the making, carrying on, maintaining, or repairing of the said Navigation and other Works respectively, or out of any Lands or Grounds of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, lying contiguous thereto, and which may be necessary for the making and maintaining of the same, or which may obstruct the Operations of the said Company; and also to place, lay, work, or manufacture the Material necessary for the making, erecting, and maintaining the said intended Navigation and other Works on the Lands or Grounds adjoining to the Place or Places where the said Works or any of them shall be carried on and executed; and also to make, construct, erect, complete, and maintain such Reservoirs, Aqueducts, Feeders, Tunnels, Sluices, Culverts, Drains, Dams, Pens, Tanks, Perforations, Weirs, Shafts, Wheels, Locks, Lifts, Rollers, Inclined Planes, Piers, Arches, Bridges, Docks, Basins, Wharfs, Quays, Landing Places, Warehouses, Toll and other Houses, Weighing Beams, Cranes, Banks, Towing Paths, Hedges, Fences, Roads, Ways, Engines and other Machinery, and generally all such other Works, Conveniences, Matters,

Matters, and Things for the Improvement of the Navigation of the said River, and the supplying of the said Canal with Water, and for the towing of Barges, Boats, Vessels, and Rafts, and for the Conveyance and Transit of Materials, Goods, Wares, Merchandize, Articles, and Things to, along, and from the said Navigation and other Works, during their Progress and after their Completion, and for the general Purposes of the said Undertaking, as the said Company shall from Time to Time think necessary or expedient; and also to widen, deepen, enlarge, divert, alter, or vary all and every or any of the Rivers, Brooks, Streams, or Watercourses, Roads or Ways, which may be situate within the Line of the said intended Navigation and other Works, or which may prevent, impede, or obstruct the making of the same; or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Navigation and other Works; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Navigation and other Works by this Act authorized; they the said Company, their Agents, Workmen, or Servants, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to the Owners and Proprietors of and all Persons interested in any Lands, Mills, Forges, Waters, Watercourses, Brooks, Rivers, Tenements, and Hereditaments respectively, which shall be taken, used, removed, diverted, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers or Provisions of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Deputies, Agents, Officers, Surveyors, Workmen, and Servants, 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 hereinafter mentioned and contained.

Saving the Rights of the Corporation of Bridgewater.

V. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, alter, abridge, infringe, lessen, or interfere with the Powers, Rights, Privileges, or Jurisdictions of the Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*; any thing herein contained to the contrary thereof notwithstanding.

Saving the Rights of Bridgewater and Taunton Canal Company.

VI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, alter, abridge, infringe, lessen, or interfere with the Powers, Rights, Privileges, or Jurisdictions of the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, any thing herein contained to the contrary thereof notwithstanding.

For preventing Locks, &c. being erected which

VII. Provided always, and be it further enacted, That nothing in this Act contained shall authorize or permit, or be construed to authorize or permit, the Maintenance or Use of any Lock or Locks, Dams, Weirs,

Weirs, Gates, Sluices, or other Work or Works within Four Miles and a Half above the lowest Lock or Half Lock or Flood Gates to be erected by the said Company hereby incorporated on the said River *Parrett*, which shall be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as lie between the Confluence thereof with the River *Tone* and *Bridgewater Bridge*, or of the said River *Tone*, or of any Part or Parts thereof, and in case any Complaint of such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, being substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as lie between the Confluence thereof with the said River *Tone* and *Bridgewater Bridge* as aforesaid, or of the said River *Tone*, or any Part or Parts thereof, be made in Writing, specifying the Cause of Complaint, within Two Calendar Months after the Time of such alleged Injury or Prejudice, by the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, or by the Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*, or either of them, the same shall be referred to Engineers or an Engineer to be appointed as herein-after mentioned; and in order to ascertain and determine whether or not such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as aforesaid, or to the Navigation of the said River *Tone*, or of any Part or Parts thereof, and whether or not any and what Damage shall have been sustained by the said *Bridgewater* and *Taunton* Canal Company and the said Mayor, Aldermen, and Burgesses, or either of such Corporations, by reason thereof, there shall be appointed by the Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation an Engineer on their Part, and by the said Mayor, Aldermen, and Burgesses (in case they shall think fit so to do) an Engineer on their Part, and by the said Company hereby incorporated an Engineer on their Part; and such Engineer, or the Two Engineers appointed by the said *Bridgewater* and *Taunton* Canal Company and the said Company of Proprietors hereby incorporated, in case the said Mayor, Aldermen, and Burgesses do not think fit to appoint an Engineer on their Part, shall ascertain and determine the Matters aforesaid in respect of which they shall have been appointed: Provided always, that if for the Space of Fifteen Days after the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, or the said Mayor, Aldermen, and Burgesses, shall have complained as aforesaid to the said Company of Proprietors hereby incorporated of any such Injury or Prejudice, and shall have required them to make an Appointment of an Engineer as aforesaid, no such Appointment by the said last-mentioned Company shall be made, then and in such Case the Determination, as to the Matters aforesaid, of the Engineers or Engineer to be appointed by the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation, and the said Mayor, Aldermen, and Burgesses, or by One of such Corporations, as the Case may require, shall be absolutely binding and conclusive on all Parties, subject to an Appeal as herein-after mentioned: Provided also, that if the Three or Two Engineers who may be so appointed shall not

may be injurious to the Navigation of the River Parrett.

agree as to the Matters aforesaid, they shall choose another Engineer as Umpire in the Premises, or if they shall not agree as to such Choice then such other Engineer shall be chosen as Umpire by the Chairman of the Appeal Court of the then last General or Quarter Sessions for the County of *Somerset*, and the Determination of such Umpire shall be absolutely binding and conclusive on all Parties, subject to an Appeal as herein-after mentioned; and in case such Engineers or Engineer or Umpire, as the Case may be, shall be of opinion that such Lock or Locks, Dams, Weirs, Gates, Sluices, or other Work or Works, or any of them, shall be substantially injurious or prejudicial to the Navigation of such Part or Parts of the said River *Parrett* as aforesaid, or to the Navigation of the said River *Tone*, or to any Part or Parts thereof, and ought to be regulated or removed, and shall certify the same in Writing under their or his Hands or Hand to the said Company of Proprietors hereby incorporated, then and in such Case the said last-mentioned Company shall regulate or remove, or cause to be regulated or removed, to the Satisfaction of the Engineers or Engineer or Umpire who shall give such Certificate as aforesaid, all the said Locks, Dams, Weirs, Gates, Sluices, and other Works, or such of them as such Engineers or Engineer or Umpire shall state in such Certificate is or are so substantially injurious or prejudicial; and in case the said Company of Proprietors hereby incorporated shall neglect or refuse so to do within Twenty-one Days after the Receipt of such Certificate, it shall be lawful for the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation and the said Mayor, Aldermen, and Burgesses, or either of such Corporations, jointly or severally, so far as they may respectively be concerned therein, to do the same at the Expence of the said Company hereby incorporated; and such Engineers or Engineer or Umpire shall in and by such Certificate also determine which of the said Parties in difference shall pay and discharge all or any Part or Parts of the Costs, Charges, and Expences of and attending or in anywise relating to the ascertaining and determining the said Matters aforesaid, including the Remuneration to the Engineers or Engineer or Umpire; and in case the Regulation or Removal by the said *Bridgewater* and *Taunton* Canal Company, and the said Mayor, Aldermen, and Burgesses respectively, after such Neglect or Refusal as aforesaid, of the said Locks, Dams, Weirs, Gates, Sluices, or other Works so directed to be regulated or removed, shall be hindered or obstructed by any Person or Persons whatsoever, the said Company of Proprietors hereby incorporated shall, for every Day during which such Hindrance or Obstruction shall continue, forfeit and pay to the said Company of Proprietors of the *Bridgewater* and *Taunton* Canal Navigation and the said Mayor, Aldermen, and Burgesses, in equal Moieties, or if such Regulation or Removal shall be directed upon the Complaint of one of the said last-mentioned Parties, then to that one Party, the Sum of Twenty Pounds, which Sum, and the Amount of any Damages certified by the Engineers, Engineer, or Umpire, in Writing under their or his Hands or Hand, to have been sustained as aforesaid, and any Costs, Charges, and Expences directed to be paid as aforesaid, and the Expences incurred by the said complaining Parties or either of them in respect of such Regulation and Removal as aforesaid, are to be recovered by

Action of Debt or on the Case or otherwise as any Damages or Sums of Money may be under this Act recovered pursuant to the Provisions herein contained.

Allowing an Appeal against the Decision of the Engineers or Umpire.

VIII. Provided always, and be it further enacted, That in case either of the said contending Parties shall be dissatisfied with the Decision of the said Engineers or Engineer or Umpire as aforesaid, it shall be lawful for such Party, within Fourteen Days after receiving the Notice in Writing of the said Decision, to give Notice in Writing, specifying the Cause of Complaint, to the other Party of their Intention to appeal therefrom, and thereupon the Matter or Matters in question shall be ascertained and determined by a Special Jury before His Majesty's Justices of Assize and Nisi Prius for the County of *Somerset*, or one of them, at the then next (or if Circumstances will not admit thereof, then the next following) Assizes to be held for the same County, unless the Court in which the Action shall be brought shall grant further Time; and in such Case it shall be lawful for such appealing Party to tender a feigned Issue in any of His Majesty's Courts of Record at *Westminster*, which said Issue shall particularly set forth such Cause of Complaint; and if such Dissatisfaction shall be wholly or in part that another Mode of regulating the Work complained of ought to be adopted, such Mode shall be specified and set forth in the said Issue, and thereupon such appealing Party shall cause an Action to be brought upon a feigned Issue accordingly against the other Party, and the Defendants in such Action shall, by Attorney, appear thereto, and accept One or more Issue or Issues whereby the Matter or Matters in question shall be ascertained and determined, such Issue or Issues to be settled by one of the Judges of the Court in which the said Action shall be commenced in case the Parties differ about the same, and the Judge who shall try the Cause shall have Power to vary the same, and both Parties shall take all needful Steps to effect the Trial of such Issue or Issues; and it shall be lawful for the Jury to find and declare any special Circumstances by the Verdict, which shall be endorsed on the Postea, in addition to the Verdict given on the Issue or Issues joined; and the Verdict or Verdicts, including any such special Finding and Endorsement, shall be binding and conclusive upon all Parties, unless the Court wherein such Action shall be brought shall set aside such Verdict, and order a new Trial or Trials, which the Court may do as in other Cases; and the Costs of such Action, and also the Costs, Charges, and Expences of and attending or in anywise relating to the ascertaining and determining the said Matter or Matters by the said Engineers or Engineer or Umpire, shall abide the Result of such Verdict, so as that the Party against whom the Verdict shall be obtained shall pay the same; and during the Pendency of such Action all Proceedings in consequence of the Determination of the said Engineers or Engineer or Umpire shall be suspended, but after the Determination of such Action such Proceedings shall revive and be continued, save so far as they may not have been nullified or varied by means of such Verdict.

Saving the Rights of the Conservators of the River Tone.

IX. And whereas, under and by virtue of the Acts of Parliament relating to the River *Tone* and the said *Bridgewater* and *Taunton* Canal, the said *Bridgewater* and *Taunton* Canal Company claim the Con-

Conservatorship of or Rights over so much of the River commonly called the *Parrett* as lies between *Stanmoor Bridge* and the Town of *Bridgewater*; now be it further enacted, That nothing herein contained shall prejudice or affect any such Claim, but the Rights of the same Company, and of the said Mayor, Aldermen, and Burgesses of the Borough of *Bridgewater*, in respect of the said River commonly called the *Parrett*, and particularly so much thereof as aforesaid, shall remain in all respects as if this Act had not passed, but without prejudice to the Powers hereby given to the said Company hereby incorporated.

Justices of the County of Somerset only to have Power to act.

X. Provided always, and be it further enacted, That where, under the Provisions of this Act, any Act, Matter, or Thing shall be required or authorized to be done by any Justice or Justices of the Peace, such Justice or Justices shall be Justices of the Peace for the County of *Somerset* at large, and not be interested in the Matter in question, either in a corporate Capacity or otherwise, or in anywise interested in the Navigation of the said Rivers *Parrett* and *Tone*, or of the *Bridgewater* and *Taunton* Canal, or either of them.

Regulating Construction of Locks on the River Parrett between Stanmoor Bridge and Langport.

XI. Provided always, and be it further enacted, That wherever it may be deemed advisable by the aforesaid Company of Proprietors hereby incorporated to construct any Lock, Dam, Weir, Gate, Sluice, or other Work or Works on the Line of the River *Parrett* between *Stanmoor Bridge* and any Lock to be hereafter constructed within Half a Mile of the Town of *Langport* aforesaid, such Work or Works shall be so contrived, constructed, and used as at all Times to permit the flowing up the said River of the tidal Waters from the Sea as fully and freely as if no such Work or Works had been constructed; and in like Manner during the Time of Ebb Tide and Reflux of the Current all Locks, Dams, Weirs, Gates, Sluices, or other Works to be erected by virtue of this Act shall be thrown open by the said Company of Proprietors for the whole Period of the Ebb Tide, during Eight Days of the highest Rise of each Spring Tide, and during the Remainder of the Spring and Neap Tides for at least Eight Hours out of every Twelve, in such Manner as to afford as wide and deep and as ample and convenient a Way for the Escape of the Waters, whether tidal or otherwise, as if no such Work or Works existed (except as well the Consent in Writing to the contrary of the said Mayor, Aldermen, and Burgesses, under their Common Seal, as also the Consent in Writing of the *Bridgewater* and *Taunton* Canal Company, under their Common Seal, be first had and obtained).

For preserving the Depth of Water in main Channel between Stanmoor Bridge and Burrow Bridge.

XII. And for the Purpose of giving increased Facility to the Navigation of the River *Parrett* from the Confluence of the River *Tone* therewith to the Port of *Bridgewater* at Neap Tides, when the said Company are empowered to close their Locks as aforesaid; be it further enacted, That when the Depth of Water in the main Channel of the River on the Shoal next below *Burrow Bridge* shall be less than Three Feet, the said Company shall and may, and they are hereby empowered, notwithstanding the Provision herein-before contained as to the Flow of the tidal Waters, to pound back the Waters of the said River *Parrett* Two Hours and a Half before the flowing

flowing of the Tide, or computed Time of the flowing of the Tide, at *Stanmoor Bridge*, and keep them so pounded for the Space of Two Hours, when they shall open the Locks and let off the Waters so pounded, in order to give a greater Body of Water, and thus increase the Depth of Water from *Stanmoor Bridge* aforesaid to *Bridgewater*.

Providing for Injury done to the River Parrett.

XIII. Provided always, and be it further enacted, That if the said Company of Proprietors, or any Person or Persons in their Employ, shall neglect to throw and keep open all the Locks, Dams, Weirs, Gates, Sluices, or other Works to be erected as aforesaid, or shall do or continue any other Act whatsoever injurious to the Navigation of the said River *Parrett* at or below *Bridgewater Bridge*, after reasonable Notice in Writing given by or on behalf of the said Mayor, Aldermen, and Burgesses of the said Borough to the Clerk of the said Company to abstain from doing or continuing the same, then the said Company shall be liable to forfeit and pay to the said Mayor, Aldermen, and Burgesses of *Bridgewater* aforesaid any Sum not exceeding Twenty Pounds for every such Offence, to be recovered as any Fines or Penalties may be by this Act recovered pursuant to the Provisions herein contained, such Fines or Penalties nevertheless to be paid to the Treasurer of the Borough of *Bridgewater* aforesaid, to be by him carried to the Account of the Borough Fund.

Water not to be pounded within Two Inches of Ablake Clyes.

XIV. And be it further enacted, That the Weirs, Pens for Water, Tanks, and Dams to be erected in pursuance of the Powers herein contained shall be so constructed as not to pound or dam back the Water so high by Two Inches as the Top of the present Sill of the Clyes called the *Ablake Clyes*, on the River *Yeo* or *Ivel*, or of any other Clyes above *Ablake Clyes* aforesaid; but nevertheless it shall be lawful for the said Company in dry Seasons, when the Water in the said River *Yeo* or *Ivel* shall not be so high by Two Inches as the Top of the Sill of *Ablake Clyes* aforesaid, to place or set up Flash Boards Six Inches high upon the said Weirs, Pens for Water, Stanks, and Dams, and to continue the same until the Water shall rise above the Top of such Sill to the Height of Eight Inches, and no longer; but if the said Company shall permit such Flash Boards to remain on the said Weirs after the Water shall have attained the Height of Eight Inches above the Sill aforesaid, they shall forfeit the Sum of Ten Pounds for every such Offence, and the said Company shall also make Compensation for all Damage that shall be done thereby, such Penalty and Compensation to be recovered from Time to Time as other Penalties and Compensations for Damage are by the Provisions of this Act directed to be recovered.

Enabling Land-owners to take Water in dry Seasons as usual.

XV. Provided always, and be it further enacted, That nothing in this Act contained shall take away the Right of the Owners and Occupiers of Land adjoining the said Navigation in dry Seasons to turn the Water of the said River *Parrett*, or of the Rivers which flow into the same, either above or below *Langport*, into their Ditches for the Supply of Cattle at the usual Watering Places, by means of the Flash Boards belonging to the Weirs to be erected upon the said Navigation, or by temporary Dams across the said River, taking no more Water than is necessary for the Purpose, and doing no wilful

Damage to the said Navigation, and not wilfully suffering the said Waters to escape in such dry Seasons by the Drains herein-after directed to be made from the *Ablake Clyes* and certain other Clyeses to the said River *Parrett* below *Langport Bridge.*

Company to form a Main Drain for the Long Sutton Lands.

XVI. And be it further enacted, That the said Company shall immediately after the passing of this Act, at their own Costs and Charges, make and for ever thereafter cleanse, maintain, and keep in good and sufficient Repair and Condition a Main Drain or Watercourse of the Width of Ten Feet at the Bottom thereof, and with Sides properly sloped, with sufficient Culverts, Hatches, Bridges, and Embankments in, over, or along the said Drain, which said Main Drain shall begin at or near and extend from *Ablake Clyes* aforesaid to some Point below the *Langport Great Bridge,* and the Bottom thereof shall be formed at its Commencement One Foot lower than the Sill of *Ablake Clyes* aforesaid, and the same shall be made as nearly as may be of a regular and gradual Descent, and shall proceed on either Side of the River the said Company shall think fit to some Point in the River *Parrett* below the Locks to be erected at or near *Langport Bridge,* where the Water shall not be pounded by any Works of the said Company higher than a Stone or Watermark to be placed and fixed at the Mouth of the said Main Drain at the Level of One Foot at least below the Surface of the Sill or Apron of the said *Langport Bridge;* and the said Company shall also erect and make, and for ever thereafter keep in repair, good and sufficient Clyes or Hatches at or near the Commencement of the said Main Drain, under the Control and Direction of the Lord of the Manor of *Long Sutton* in the County of *Somerset* for the Time being, in order to prevent the Escape of the Water through the said Main Drain in dry Seasons, or when required for such Lands: Provided always, that in case the said Main Drain shall in its Course join or be joined to any other Drain, then the Dimensions thereof herein-before mentioned shall after such Junction be increased as herein-after mentioned; provided further, that no Part of such Drain shall be made or carried in or into the said Parish of *Muchelney.*

Mode of recovering Damages.

XVII. And be it further enacted, That if at any Time hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Tenements, Hereditaments, or Property by reason of the Execution of any of the Powers given by this Act, or by reason of any Neglect on the Part of the said Company, or of any of their Agents or Servants, in not duly opening the Hatches in Times of Flood or otherwise, then and in every such Case such Damages shall from Time to Time be settled and ascertained by a Jury, and the Sum or Sums of Money to be paid for the same shall be levied, recovered, and applied in such and the same Manner as is herein directed with respect to such Damages or Compensations as are herein provided for, and the Money to be paid as a Recompence for the same.

Drains in the Long Sutton Level.

XVIII. And be it further enacted, That it shall be lawful for the said Company, with the Consent and at the Expence of the Owners of Lands in the Parish of *Long Sutton* in the said County of *Somerset,*

to make or cause to be made a Cut or Drain in and through the Interior of the Lands of the said Parish of *Long Sutton*, with such collateral Cuts and Drains as may be considered necessary for the Purpose of conveying off the back Waters in and near *Long Sutton* aforesaid, down to the Commencement of and into the aforesaid Main Drain at *Ablake Clyes* aforesaid so to be made as aforesaid, which said last-mentioned Cut or Drain and collateral Cuts and Drains shall be made of such Length, Width, and Depth, and shall commence at such Place or Places as shall be required by the major Part in Value of the Owners of the Lands of the said Parish of *Long Sutton*, who shall afterwards keep the same in repair; such Requisition to be signified by the said Owners, or the major Part of them, by Writing under their Hands, or the Hands of their respective Agents, and delivered to the Clerk of the said Company, or left at their Office.

Enabling the Company to use One Third of the Water of the River Isle, and regulating Construction of Weirs, &c. subject to certain Conditions. 3 & 4 W. 4. c. 13.

XIX. And whereas an Act was passed in the Third Year of the Reign of His present Majesty, intituled *An Act for inclosing certain Moors or Commons called* East Moor, West Moor, *and* Middle Moor, *in the County of* Somerset, and Powers were thereby given to the Commissioner under the said Act to make and erect Works in or near the said Moors or Commons, or any adjoining Commons or Wastes, and in, through, and over any ancient Inclosures or other Lands or Grounds within the several Parishes therein mentioned, or any adjoining Parishes or Places, for the better and more effectual draining and improving the said Moors or Commons, or for the better and more effectual irrigating and watering or supplying with Water any of the Allotments to be set out and made under and by virtue of the said Act, or for the Convenience, Use, and Occupation of the Owners of the said Allotments; and the said Commissioner was empowered to award, order, and divert any Streams of Water, Waterssprings, and Watercourses to go or be turned in or diverted through, over, or across any Part of the said Moors or Commons, in such Manner as he should think most beneficial and convenient for the watering or supplying with Water or Drainage of the several Allotments to be made as aforesaid: And whereas the Commissioner acting under the Powers of the said Act has proceeded to erect and is now completing a certain Stone Weir across the said River *Isle* called *Slab Gate Weir*, with necessary Embankments, Supply Channel, and other Works, and a certain Drain called the Catchwater Drain for effecting by means of the Waters of the said River *Isle* the several Objects aforesaid: And whereas it is considered that Two Thirds of such Waters will be sufficient for the Purposes aforesaid, and that the other Third may (without Prejudice to the Objects of the said last-mentioned Act) be taken and used for the Purposes of this Act; be it therefore further enacted, That the Commissioner under the said Act of the Third Year of the Reign of His present Majesty King *William* the Fourth shall have full Power to complete the said *Slab Gate Weir*, and all necessary Embankments and Works connected therewith, and that the same shall be continued and maintained at all Times thereafter; and that the said Commissioner shall have Power to direct by whom and in what Proportions and Manner the same Weir, Embankments, and Works, and the said Catchwater Drain, and the Channels connected therewith, shall at all Times thereafter be repaired, maintained,

tained, scoured, cleansed, and kept; and that after the Regulating Weir herein-after mentioned shall be completed, the said Commissioner shall make, and there shall at all Times after the same shall be made be maintained, a Waterway in the said *Slab Gate Weir* Twelve Inches in Width, on the same Level as the Regulating Weir herein-after mentioned, for the Purpose of allowing a Portion of the Waters of the said River to flow along its usual Course; and the said Commissioner, and the Owners, Proprietors, and Occupiers of the Moors and Commons mentioned in the said Act of the Third Year of the Reign of His present Majesty, and of the Allotments made or to be made in pursuance of such Act, shall for the Purposes expressed in the said Act at all Times have and be absolutely entitled to Two Thirds of the Waters flowing in the said River *Isle*, and the Company hereby established shall be entitled to the other Third of such Waters; and that in order to effect such Division the said Company shall erect and maintain a good and substantial Stone Weir (to be called the Regulating Weir) across the Water Carrier or Supply Channel for conveying the Waters of the said River *Isle* to the said Catchwater Drain just below the *Slab Gate* Sluices made by the said Commissioner (or as near thereto as may be) of the Width of Forty-five Feet, and at a Level of Two Inches below the Top of the said *Slab Gate Weir*; and that the said Regulating Weir shall be divided into Two distinct Parts, one of which Parts shall be of the Width of Thirty Feet, and shall be for the carrying and Supply of the said Two Thirds of the Waters of the River *Isle* for the Purposes expressed in the said Act of the Third Year of the Reign of His present Majesty, which Water shall flow into the said Catchwater Drain by means of the said Water Carrier or Supply Channel already made or in progress of making by the said Commissioner, and the other divided Part of the said Regulating Weir shall be of the Width of Fifteen Feet, and shall be for the carrying and Supply of the said One Third of the Waters of the said River *Isle* to the said Company for the Purposes herein expressed; and such One Third of the Waters so to be taken for the Purposes of this Act shall be conveyed from the said Regulating Weir into the said Canal by a Channel to be cut by the said Company wholly separate and distinct from the said Supply Channel conveying Water from the said Regulating Weir into the said Catchwater Drain; and that the said Regulating Weir, if made before the Execution by the said Commissioner of his Award, shall be made to his Satisfaction: Provided always, that if the taking or using by the said Company, in the Exercise of any Power by this Act granted, of any Part of the Waters of the said River *Isle* shall operate to the Prejudice or Injury of the said Commissioner, or any of the Owners, Proprietors, or Occupiers of or Persons interested in the said Moors and Commons, or any Allotments thereof, or of any Parts thereof, the said Company shall and they are hereby required to make full Compensation to the said Commissioner, or to the said Owners, Proprietors, Occupiers, or Persons who may be prejudiced or injured thereby; and in case there shall be any Difference or Dispute between the said Company and the said Commissioner, Owners, Proprietors, Occupiers, or Persons, or any of them, as to the Amount of such Compensation, the same shall be ascertained, settled, and determined in the same Way and Manner as any Differences which may arise between the said Company and the several

Owners

Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, damaged, or injuriously affected by the Execution of any of the Powers hereby granted are herein directed to be settled.

Channel from Slab Gate Weir to the Regulating Weir to be deepened and widened.

XX. And whereas it will be necessary for the Purposes aforesaid, that the Supply Channel from *Slab Gate Weir* aforesaid to the said Regulating Weir shall be deepened and widened, and that the Portion of Water to be conveyed through the Supply Channel from the Regulating Weir to the Catchwater Drain should be carried under the said Canal into the said Catchwater Drain; be it therefore further enacted, That the Expence of the widening and deepening of the said Channel by the said Commissioner shall be borne and defrayed by the said Company, and shall be recoverable by the said Commissioner in the same Manner as Sums assessed for Damages are hereinafter made recoverable, and that a Culvert or Syphon Four Feet in Diameter shall be constructed and laid under the said Canal, to convey the aforesaid Two Thirds of the Waters of the said River *Isle* into the said Catchwater Drain, which Culvert or Syphon shall be constructed by and at the Expence of the said Company, and shall at all Times thereafter be maintained and kept in perfect Repair by the said Company.

Canal to be cut parallel with the Catchwater Drain, and Notice of nitended Line to be given to the Commissioner.

XXI. And be it further enacted, That the said Company shall cut their Canal parallel with and distinct from the said Catchwater Drain on the North Side thereof, and shall not use or interfere with any Part of the said Drain, except such Part thereof as is against the Turnpike Road leading from *Langport* to *Ilminster;* and that the said Company shall, within Two Calendar Months from the passing of this Act, give Notice in Writing to the Commissioner under the said Act of the Third Year of the Reign of His present Majesty of the exact Line to be taken and used for the said Canal, and of the Portion of the said Catchwater Drain which may, according to the Provisions aforesaid, be used for the Purposes of the said Canal, in order that the said Commissioner may make a new Catchwater Drain in lieu of the Portion thereof proposed to be occupied by the said Canal; and that it shall be lawful for the said Commissioner to make such fresh Catchwater Drain, and such Bridges and Works as he shall consider necessary, and that the Expence thereof shall be borne and defrayed by the said Canal Company hereby established, and shall be recoverable in the same Manner as Sums assessed for Damages are herein-after made recoverable; and in case the said Company shall omit to give such Notice as aforesaid, then and in such Case the said Company shall not be at liberty at any Time or Times thereafter to cut the said Canal so as to interfere in any way whatsoever with the said Moor, or with the Works done or to be done by the said Commissioner: Provided always, that until such Notice shall be given as aforesaid, the said Commissioner shall be at liberty to proceed with his Works, and exercise all Powers in regard thereto under the said Act of the Third Year of the Reign of His said present Majesty, in such and the same Manner as if this Act had not been passed: Provided also, that all the Waters flowing from the said River *Isle* into the said Catchwater Drain shall and may be taken and used for the Purposes of the said Act of the Third Year of the Reign of His said present

present Majesty, until such Period as the One Third of such Waters intended for the Use of the said Canal shall be wanted for that Purpose: Provided always, that if such of the Works of the said Canal, which are herein-before required to be done by and at the Expence of the said Company, as may in any degree interfere with the Works done or now in progress by the said Commissioner shall not be made and completed by the said Company within Six Calendar Months after such Notice shall have been given as aforesaid, then and in such Case the said Company shall not have Power to carry into effect any of the Powers and Provisions contained in this Act so as in any respect to interfere with the Works done or now in progress by the said Commissioner; but nevertheless the said last-mentioned Provision shall not prevent the said Company from making and completing that Portion of their Canal and the Supply Channel thereto which are parallel with the said Catchwater Drain and the Supply Channel to the same, so that in the doing thereof the said Company shall not in any respect interfere with the Works of the said Commissioner.

Ground between the Canal and the Catchwater Drain of Westmoor to be made Water-tight.

XXII. And be it further enacted, That the South-eastern Verge of the said Canal shall not be nearer to the North-western Verge of the said present Catchwater Drain than Ten Feet, and that the Space between the said Canal and the said Catchwater Drain shall be taken and purchased by the said Company under the Provisions herein-after contained, and that the Ground between the said Drain and the said Canal shall at all Times after the said Canal shall be cut be kept by the said Company sufficiently Water-tight to prevent Injury by Leakage to the Works of the said Commissioner, or to the Lands or Property of any Person or Persons whomsoever, and that the said Company shall make Compensation for all Injury that shall be done by such Leakage as aforesaid; which Compensation shall be ascertained and recovered in the Manner provided by this Act with respect to Compensation for other Damages under this Act.

Providing for Construction of Bridges over the Canal.

XXIII. And be it further enacted, That the said Company shall build, and at all Times thereafter keep in repair and maintain, Bridges across the said Canal opposite such Bridges as the Commissioner under the said Act of the Third Year of the Reign of His present Majesty has already built or shall hereafter build under the Provisions of the said last-mentioned Act over the said present Catchwater Drain; and if the said Canal Bridges shall be higher than those made or to be made over the said Catchwater Drain, in order to allow Boats, Barges, or other Vessels to pass under the same, the said Canal Company shall, at their own Expence, raise the Walls of the Bridges built or to be built by the said Commissioner over the said Catchwater Drain as aforesaid, and also raise the Approaches thereto, so that the Ascent be not more than in the Proportion of One Foot to Thirteen Feet, and that such Approaches be of the full Width of the Surface of the Roadway between the Extremities of the Walls of the said Bridges built or to be built by the said Commissioner over the said Catchwater Drain as aforesaid.

A Weir to be erected for discharging

XXIV. And be it further enacted, That the said Canal Company shall erect and maintain a Weir of sufficient Width, in order to discharge Water from the said Canal into the River *Isle*, so that the

Water of the said Canal shall not be dammed or pounded back upon the said Regulating Weir; and that it shall not be lawful for the said Company to use the said Canal until such last-mentioned Weir shall be completed, or, after the same shall be completed, whilst such Weir shall not be in a proper State for discharging such Water as aforesaid.

Water from the Canal into the River Isle.

XXV. And be it further enacted, That no Lock, Weir, Stop, or Dam shall be made at any Time or Times hereafter in or across the River *Parrett* which shall have the Effect of impounding the Waters at the Confluence of the River *Isle* with the River *Parrett*, until a Culvert or Syphon shall have been constructed and carried under the said River *Isle* from the Main Drain of *Westmoor* aforesaid immediately above or on the higher Side of the outlet Sluices intended to be erected by the said Commissioner at or near the Confluence of the Rivers *Isle* and *Parrett* for the Purpose of discharging the Drain Waters of the said Moors; and such Culvert or Syphon shall be at least Eight Feet Wide and Five Feet in Height, and shall be laid at such Depth that the Waters of the Moor shall in all Times of Low Water be effectually drained off to the Depth of Eighteen Inches below the Sill of the lowest Sluice at the present Shittles called *Middleney Shittles*; and that such an entire Drain shall be made from the lower End of the said Culvert or Syphon, of the Width at the Bottom of Eight Feet at the least, through the Lands on the Western Side of the said River *Parrett* down to a Point in the said River *Parrett*, below the Bridge at *Langport*, which shall be fixed One Foot below the Level of the Sill of *Langport Bridge*, or down to and into such wider and deeper Drain as shall be made and completed under the Provisions in this Act contained for the Drainage of the Lands or Levels situate in the Parishes of *Long Sutton*, *Martock*, *Kingsbury Episcopi*, *Muchelney*, and *Huish Episcopi*; and the said Company shall maintain and keep in perfect Repair at all Times the Culvert or Syphon to be constructed as aforesaid, and shall at all Times keep open and cleanse the Drain to be made from the lower End of the said Culvert or Syphon to its Entrance into the River *Parrett* below the Locks to be erected at or near *Langport Bridge*, or into such other wider and deeper Drain as aforesaid; and that in no Case and at no Period whatever shall any Pens or Dams be made across the said River *Parrett* above *Langport Bridge* which shall have the Effect of raising the Surface of the Water of the said River *Parrett* Two Feet higher than the present lowest Outlet at *Middleney Shittles* aforesaid, and that no such Pens or Dams as aforesaid shall be made until the Culvert or Syphon, and the Drain therefrom, to be respectively made as aforesaid, shall be completed; and that during such Period as the Drainage of the aforesaid Moors or any Part thereof shall be impeded by the Stoppage of the Culvert or Syphon and Drain to be made by the said Company as aforesaid, the said Company shall keep open such Pens or Dams as aforesaid so as to allow a free Flow of Water in the River.

To prevent the Waters being impounded at the Confluence of the Rivers Parrett and Isle.

XXVI. And be it further enacted, That if at any Time or Times any Weir, Stop, Dam, or Pen, or other Work shall be made as aforesaid, or being made shall not be forthwith removed or altered, so as that

Remedy in case the Works hereby authorized

are not duly made and maintained.

that when altered it shall not produce any Effect intended to be guarded against as aforesaid, or if the several Culverts or Syphons, Weirs, Bridges, Drains, and other Works herein-before required to be made by the said Company for the Supply of the aforesaid Catchwater Drain, and for the Drainage of the Lands in the aforesaid Moors, shall not be made, or being made shall not at all Times thereafter be maintained and kept in good and sufficient Repair by the said Company according to the Provisions herein contained, then and in any such Case, and if the Flow of the aforesaid Two Thirds of the Waters of the said River *Isle* into the said Catchwater Drain shall be impeded, or if the Drainage of the said Moors or any Part thereof shall be impeded, it shall be lawful for the said Commissioner, or for any Person or Persons whose Lands or Property may have been injured or shall be liable to be injured by any such Weir, Stop, Dam, or Pen as aforesaid, or by such Culverts or Syphons and Drains and other necessary Works not being made, or being made not being maintained and kept in perfect Repair as aforesaid, to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Somerset* from Time to Time as often as there shall be Occasion; and the said Justices are hereby empowered at their Discretion to grant such Order as aforesaid, enabling such Commissioner or other Person or Persons aforesaid, or any of them, to remove or alter any such Weir, Stop, Dam, Pen, or Obstruction as aforesaid, and to make or cleanse and repair any such Culverts or Syphons, Drains, and other Works as aforesaid; and all Costs and Expences thereof, together with the Damages or Injuries which may have been actually sustained by reason of the Act, Default, or Omission of the said Company in regard to the Matters aforesaid, (all which Costs, Expences, and Damages shall be ascertained by such Justices,) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and pay such Expences, Costs, and Damages for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences, Costs, and Damages may be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions contained in this Act; and that if at any Time or Times the said Commissioner or any other Person or Persons shall sustain any Damage by reason of any such Act, Default, or Omission of the said Company as aforesaid, such Damages shall, notwithstanding any thing herein contained to the contrary, if required by the said Commissioner or such other Person or Persons, instead of being ascertained by Justices as aforesaid, be settled and ascertained by a Jury in manner provided by this Act with respect to Compensation for other Damages; and the same, with all Costs, Charges, and Expences incident thereto, shall be recovered in the same Manner as other Compensations under this Act.

If Water is pounded at or above Langport Bridge, Barrel Culverts to be made.

XXVII. Provided also, and be it further enacted, That if the said Company shall by means of Locks, Weirs, or otherwise pound the Water at *Langport Bridge*, or at any Point above *Langport Bridge*, so as to bay it on the Sill or Apron at the Bottom of *Bishop's Clyes*, the said Company shall first, at their own Costs, make proper, ample, and sufficient Barrel Culverts under the River *Parrett* or River *Yeo* where necessary for the Purpose of conveying the Waters of the *Muchelney*,

Muchelney, Martock, Kingsbury Episcopi, and *Huish Episcopi* Lands or Levels which have heretofore run into the *Huish* Level, and all other Waters which may under the Provisions of this Act be brought or carried into the *Huish* Level, on the South Side of the River *Yeo*, by means of any Culvert or Culverts, as follows; that is to say, in case no other Waters are brought into the said Level on the *Muchelney* Side of the said Rivers under the Powers of this Act, One Barrel Culvert of Seven Feet in Diameter at the least, and in case any other Waters are brought into the same Level, then an additional Culvert or Culverts equal at least to the Culvert or Culverts by which such additional Water shall be brought into the said Level; and if it shall be found that the said first-mentioned Culvert or Culverts shall not be sufficient to carry off the Waters which shall be brought to the same, then the said Company shall make such further Culvert or Culverts as shall be necessary for that Purpose; and the said Company shall also make a proper, ample, and sufficient Cut or Drain, as near as may be of a regular and gradual Descent from such first-mentioned Culvert or Culverts, and at a Level of One Foot Six Inches under the Sill or Apron at the Bottom of *Bishop's Clyes*, to a Level of One Foot under the Level of the Point or Watermark herein directed to be fixed at or near *Langport Bridge*, which Drain shall be of sufficient Width and at least of the Width following at the Bottom thereof, that is to say, in case the Waters from the Level on the *Muchelney* Side of the said Rivers only shall be discharged by such Culvert or Culverts, then of the Width of Twelve Feet, but in case the Waters on the *Long Sutton* Side of the said Rivers shall be brought into the said Drain, then of the Width of Twenty Feet, and in case the Waters from the *Westmoor* and *Drayton* Side of the River *Parrett* only shall be brought into the said Drain, then of the Width of Nineteen Feet, and in case the Waters from the *Long Sutton* Side and the *Westmoor* Side of the said Rivers shall be brought into the said Drain, then of the Width of Twenty-five Feet, for the Purpose of conveying all the Waters aforesaid to some Point in the River *Parrett* below the Locks to be erected at or near *Langport Bridge* where the Waters shall not be pounded by any Works of the said Company higher than a Stone or Watermark to be placed and fixed at the Mouth of the said Cut or Drain at a Level of One Foot below the Surface of the present Sill or Apron of the said Bridge, so as always to insure a Delivery of the Water One Foot lower than the present Surface of such Sill or Apron; and the said Company shall also, at their own Costs, make a Cut or Drain in continuation of the present Cut or Drain which runs from the Culvert or Bridge at *Shortwall* to *Bishop's Clyes* down to the said first-mentioned Culvert to be made under the said River *Parrett* or River *Yeo* as aforesaid, of sufficiently ample Size and Dimensions, and of the Width of Twelve Feet at the least at the Bottom and One Foot deeper than the present Sill of *Bishop's Clyes*, with a self-acting Clyes Twelve Feet wide at the least at or near the Entrance of such Culvert, for the Purpose of effectually conveying off the Water proposed to be brought from *Thorney Moor* as herein mentioned as well as the Water passing through such Culvert or Bridge at *Shortwall*, and for the Purpose of preventing the said Levels from being flooded by means of any thing done under the Powers of this Act.

Drain and Culverts to be made to convey the Water through the Parish of Huish Episcopi.

XXVIII. Provided also, and be it further enacted, That in case the said Company shall bring the Waters from *Long Sutton* Parish into the Parish of *Huish Episcopi* by means of a Culvert under the said River *Yeo*, they shall, at their own Costs, make a sufficient Drain and Culverts, as herein-before expressed, for the Purpose of conveying the said Waters through the said Parish of *Huish Episcopi* down to *Langport Bridge*, and not allow the same to mix with any other Waters until they are carried under the said River *Parrett;* and they shall also raise sufficient Embankments on the Southern Side of the said Drain to protect the *Huish Episcopi* Levels from being flooded, equally well as they are now protected by the Banks on the Sides of the said Rivers *Yeo* and *Parrett*, parallel to such new Drain.

Drains for the Protection of Thorney Moor.

XXIX. Provided also, and be it further enacted, That in case the Water of the River *Parrett*, or the Water of the said Rivers *Parrett* and *Yeo* after their Confluence together, shall be so pounded by the said Company as to bay the Water on the Sill or Apron at the Bottom of *Thorney Moor Clyes*, in the Parish of *Muchelney*, the said Company shall first, at their own Cost (unless by Arrangements to be hereafter made with the Proprietor or Proprietors of *Thorney Moor* aforesaid other Measures for Protection of *Thorney Moor* and the Lands adjacent shall be agreed on), to the Satisfaction of the Proprietor or Proprietors of Lands in the Parish of *Muchelney*, or his or their Surveyor, in respect to the Course, Width, Depth, and Execution, make a collateral Drain for carrying off the Water from the lowest Point of *Thorney Moor*, and make proper, ample, and sufficient Culverts or Bridges at the several Roads from *Bage Bridge*, the *Muchelney Ford Road*, and wheresoever else may be necessary, down to the Termination of the Lands in the said Parish of *Muchelney*, at some Point between the new Turnpike Road leading from *Langport* to *Muchelney* and the River *Parrett*, and from thence to and into the said Drain or Cut herein-before directed to be made from the said Culvert or Bridge at *Shortwell*.

For keeping Culverts, &c. in repair.

XXX. And be it further enacted, That the said Company shall, at their own Costs and Charges, support, maintain, cleanse, and keep in good and sufficient Repair and Condition all such Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, and Drains as are by this Act directed to be made by and at the Expence of the said Company as aforesaid, and also keep the Locks and Dams to be erected by such Company in the Course of the said Rivers in sufficiently good Repair to preserve the Means of their acting on a self-acting Principle as directed by this Act; and that if at any Time after Two Days Notice in Writing shall be given to the said Company, or any of their Agents or Servants, by or on behalf of any Person or Persons whose Lands may have been injured or shall be liable to be injured by the Want of making, repairing, cleansing, or maintaining any of such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains as aforesaid, that the same or any of them are not made, or being made are not cleansed, maintained, or repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains, it shall be

lawful for such Person or Persons to apply for an Order in Writing to any Two or more Justices of the Peace for the said County of *Somerset* from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to grant such Order as aforesaid, enabling such Person or Persons or any of them, or the Owners or Occupiers of any other Lands injured or liable to be injured as aforesaid, to make or cleanse and repair such Locks, Weirs, Dams, Culverts, Bridges, Banks, Clyes, Cuts, or Drains; and all Costs and Expences thereof, together with the Damages or Injuries which may have been actually sustained by reason of the Default or Omission of the said Company, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and pay such Expences, Costs, and Damages for the Space of Twenty-one Days after Demand thereof made upon the said Company, such Expences, Costs, and Damages may be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein contained; provided further, that nothing in this Act contained shall enable the said Company to bring any Water from the *Westmoor* Side of the said River *Parrett* to the *Muchelney* Side thereof, nor from the North Side of the said River *Yeo* into the said Parish of *Muchelney*, nor any additional Waters from the said Parish of *Martock* and *Kingsbury Episcopi* into the said Parish of *Muchelney*: Provided also, that if the Company shall remove the Towing Path from the *Muchelney* Side of the said River *Parrett* to the opposite Side of the same River, the Proprietor or Proprietors of the Lands in *Muchelney* shall, by themselves or Tenants, keep so much of the said Culverts, Bridges, Cuts, Banks, Clyes, and Drains as are in the said Parish of *Muchelney* in such good and sufficient Repair, and the said Canal Company shall thereafter, so long as the Towing Path shall be continued exclusively on such opposite Side of the said River, be exonerated therefrom.

Water not to be pounded above a certain Height.

XXXI. Provided also, and be it further enacted, That it shall not be lawful for the said Company under any Circumstances or by any Means whatever to pound or raise the Water in any Part of the River *Parrett* below *Bishop's Clyes* higher than the Level of Three Feet Six Inches on the present Sill or Apron of *Langport Bridge*, or Four Feet Six Inches above such Stone or Watermark to be erected at the Mouth of the said Cut or Drain as aforesaid, or higher than that Level on any Part of the River *Parrett* at any Point above *Langport Bridge*, to the Extremity of the Parish of *Muchelney*.

To prevent Leakage.

XXXII. Provided also, and be it further enacted, That the said Company shall, at their own Costs and Charges, prevent all Injury by Leakage of Water from the said Rivers into the Land adjoining, in consequence of pounding the Waters by the Locks, Weirs, and Dams herein authorized to be erected.

Self-acting Locks.

XXXIII. Provided also, and be it further enacted, That all Locks, Flood Gates, Weirs, and Dams to be erected on the said Rivers by the said Company shall be made so as to open on a self-acting Principle, by means of Buoys to lift out the Bolts or Fastenings thereof, or

or otherwise, so soon as the Waters of the said Rivers immediately above such Locks, Flood Gates, Weirs, or Dams respectively shall be swollen Six Inches higher than the Points so respectively fixed as aforesaid, or such additional Height to which the Water is hereby authorized to be raised at *Abblake Clyes*, and give as much Waterway in the said Rivers as if no Locks, Flood Gates, Weirs, or Dams had been erected; and such Locks, Flood Gates, Weirs, and Dams shall not be again closed until the Water shall have subsided as low as the same Points respectively; and in case any Lands shall become inundated or damaged by the Waters of the said Rivers by reason of the Locks and other Works not being so opened as they ought to be, in consequence of such self-acting Bolts or Fastenings failing to act, or from any other Reason or Circumstance whatsoever, whether accidental or otherwise, the said Company shall make Compensation to the Owners or Occupiers of such Lands for all such Damage or Injury; and such Compensation shall be recoverable, together with all Costs, against the said Company, as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein contained; provided further, that in case the said Company shall raise the Waters of the said Rivers higher than is hereby allowed, it shall be lawful for the Owners or Occupiers of any of the Lands liable to be inundated or damaged in consequence thereof, or any Person or Persons by them or any of them employed so to do, to open the Locks, Hatches, or Weirs which may dam or bay the said Waters, and the said Company shall pay all the Costs of doing the same, such Costs to be recovered against the said Company as any Fines or Penalties may by this Act be recovered pursuant to the Provisions herein-after contained: Provided further, that if the said Company, or any Person or Persons in their Employ, shall wilfully close or shut the said Locks, Flood Gates, Hatches, or Weirs after the same shall have been so opened by or under the Authority of the said Owners or Occupiers of the said Lands until the Floods shall have subsided as aforesaid, then the said Company shall be liable to forfeit and pay to any Landowner who may sue for the same the Sum of Fifty Pounds for every such Offence, to be recovered as aforesaid.

If Langport Bridge is rebuilt by the Company, and costs 1,000*l.*, One Half thereof may be levied by Tolls on the Goods landed within 100 Yards of the Bridge.

XXXIV. Provided always, and be it further enacted, That if at any Time hereafter the said Company shall pull down and rebuild *Langport Bridge* over the said River *Parrett*, the said Company shall and may, in case the Sum expended by them shall amount to the Sum of One thousand Pounds, but not otherwise, levy One Half of the Sum so expended by them by extra Tolls on all Goods, Wares, and Merchandize which may be carried to, through, above, or beyond such Bridge, or which may be landed within Four hundred Yards of the same, such extra Tolls to commence within One Year after the Completion of such Bridge, and not to exceed Ten-pence *per* Ton; and if such Tolls shall be charged at a higher Rate than Five-pence *per* Ton, the same shall not be levied more than One Year; and in no Case shall such extra Tolls be levied more than Two Years in the whole.

Map or Plan deposited with the

XXXV. And whereas a Map or Plan describing the Line of the said Navigation and other Works, and the Lands through or over which

which the same are intended to be carried, together with a Section, and also a Book of Reference to the said Map or Plan containing a List of the Owners or reputed Owners and Occupiers of such Lands, have been deposited at the Office of the Clerk of the Peace of the County of *Somerset*; be it therefore enacted, That the said Map or Plan, Section, and Book of Reference so deposited shall remain with and be kept by the said Clerk of the Peace, to the end that all Persons interested in any Manner therein may at all seasonable Times have Liberty to inspect the same, and to take or require the said Clerk of the Peace to make Copies thereof or Extracts therefrom, at their Pleasure, paying to such Clerk of the Peace the Sum of One Shilling for every such Inspection, and One Shilling more for every Hour during which such Inspection shall continue after the first Hour, and at the Rate of Sixpence for every One hundred Words of such Copies or Extracts of or from such Book of Reference, and a reasonable Sum for such Copies or Extracts of or from the Plan or Section, if respectively made by the said Clerk of the Peace; and the said Map or Plan, Section, and Book of Reference, or any Copy thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by the said Clerk of the Peace to be a true Copy, shall be good Evidence in all Courts of Law and elsewhere.

Clerk of the Peace to remain there, and be open to Inspection.

XXXVI. Provided always, and be it further enacted, That the said Company, in making the intended Navigation and other Works, shall have full Power and Authority to deviate from the Line delineated on the Map or Plan so deposited with the Clerk of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend more than One hundred Yards from the Course or Direction delineated in the said Map or Plan, nor shall any such Deviation extend into the Lands or Grounds of any Person or Persons not mentioned in the said Book of Reference, unless the Name of such Person or Persons shall have been omitted by Mistake, and unless the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-after provided for in Cases of unintentional Errors in the said Book of Reference.

Limiting Deviations from Plan.

XXXVII. And be it further enacted, That no Advantage shall be taken of or against the said Company, or any Interruption be given to the making the said Navigation and other Works, on account of any erroneous Description or Omission of any Lands, Tenements, or Hereditaments, or of the Situation of any Lands, Tenements, or Hereditaments, or of the Names of the Owners or Occupiers thereof respectively, in the said Book of Reference or in the Schedule to this Act annexed; but it shall be lawful for the said Company, their Deputies, Agents, Officers, Surveyors, Servants, and Workmen, to enter into and upon and to take and use, for the Purposes of this Act, any Lands or Grounds set out and described in the said Map or Plan, notwithstanding any such Error or Omission, in case it shall appear to any Two Justices of the Peace acting for the said County of *Somerset* (in case of Dispute about the same), and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the said Clerk of the Peace.

Omissions in Book of Reference not to impede making the Canal, &c.

Houses and Gardens not to be used without Consent, except those specified in the Schedule.

XXXVIII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage for the Purposes of this Act any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-five, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees (except the Premises specified in the Schedule to this Act annexed), without the Consent in Writing of the Owners thereof and Persons interested therein respectively.

Breadth of the Land to be taken for the Canal.

XXXIX. And be it further enacted, That the Lands to be taken for making the said Canal and Works, and the Towing Paths, Banks, and Side Drains thereof, and the Ditches and Fences for separating such Towing Paths, Banks, and Side Drains from the adjoining Lands, and for the other Appurtenances, shall not exceed Forty Yards in Breadth, except in those Places where any Basin, Sluice, or Weir shall be made, or where it shall be judged necessary for Boats, Barges, or other Vessels or Rafts to turn or lie or pass each other, or where any Warehouse, Crane, or Weighbeam may be erected, or where Ground may be set out or appropriated for the forming of Wharfs, or for the Reception or Delivery of Goods, Wares, and Merchandize, nor shall they exceed Seventy Yards in Breadth in any Place without the Consent of the Owners of the Land affected by any extra Breadth.

Where small Parcels of Land are intersected, Company to purchase the Whole, if so required by the Owner.

XL. And be it further enacted, That if in making the said Improvements, Canal, or other Works hereby authorized to be made, any Pieces or Parcels of Ground shall be cut through and divided, so that what shall be left on each or either Side of the said Navigation and other Works shall be less than Half a Statute Acre in Quantity or less than Forty Yards in Breadth throughout the whole Length thereof, and if the Owner or Owners of any such Pieces or Parcels of Ground shall not have any other Land or Ground adjoining to that which shall be so left on each or either Side of the said Navigation and other Works, then and in every such Case, if the Owner or Owners of the same shall so require, but not otherwise, the said Company shall also take and purchase the Piece or Parcel or Pieces or Parcels of Ground so left on each or either Side of the said Navigation and other Works being less than Half a Statute Acre as aforesaid; and the Value thereof shall be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner or Owners as aforesaid shall have any other Piece or Parcel of Ground adjoining that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Piece or Parcel of Land, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

XLI. Pro-

Roads, &c. to be made, or temporary Passages provided, before making Canal, &c.

XLI. Provided always, and be it further enacted, That the said Company shall not make the said Navigation and other Works, or any Part thereof, or any Trench, Watercourse, or Work belonging to the same, in or across any common Highway, public Bridleway, or Foot-path, or other public Way or Road, until they shall have made and completed a new Roadway or Path in lieu thereof, including therein, where the said Navigation and other Works shall intersect the new Roadway or Path, a sufficient Bridge, Arch, or Passage, with all necessary Drains, Culverts, or other Works, or until they shall have made and provided a good and sufficient temporary Roadway or Path, the same to be continued until the Completion of the new one or the Restoration of the old one, and which Completion or Restoration shall take place with all convenient Speed; and where ultimately a new Roadway or Path shall be substituted, the Site and Soil of the former Roadway or Path shall, upon the Completion of the substituted Roadway or Path, become and the same is hereby vested in the said Company; and any such substituted Roadway or Path (exclusive of any Bridge, Arch, or Passage over the same) shall be from Time to Time kept in repair by the Party or Parties by Law liable to the Repairs of the former Roadway or Path.

Regulations as to Ascent to Bridges, &c.

XLII. Provided always, and be it further enacted, That in all Places where the Line of the Works hereby authorized shall be made across any Turnpike Road, public Highway, or Occupation Road, the Ascent of any Bridge to be made over any Part of the Navigation and other Works for the Purpose of such Turnpike Road shall not be made more than One Foot in Thirty Feet, and for the Purpose of any such public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any Occupation Road not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Bodies Politic empowered to sell and convey Lands.

XLIII. And be it further enacted, That after any Lands, Tenements, or Hereditaments shall have been set out and ascertained for making the Improvements, Canal, and other Works and Conveniences hereby authorized, or any Part or Parts thereof, it shall be lawful to and for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable and other Purposes, Committees, Executors, Administrators, and all Trustees, not only on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, 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

or other Interest therein, and to and for all and every other Person or Persons whomsoever who is or are or shall be seised, possessed of, or interested in or having Power to dispose of any such Lands, Grounds, or Hereditaments, to contract for, sell, convey, and assure the same and every Part thereof unto the said Company; and all such Contracts, Sales, Conveyances, and Assurances shall be valid and effectual to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary in anywise notwithstanding, 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 or aliened, and be a complete Bar to all Estates Tail and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged, they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company and to attend the Reversion and Inheritance; and all Bodies Politic, Corporate, or Collegiate, and all other Persons so conveying as aforesaid, are hereby indemnified for what they shall respectively do by virtue hereof; and all such Contracts, Sales, Conveyances, and Assurances shall be made at the Expence of the said Company, and such Conveyances and Assurances may be by Deed, whatever the Tenure of the Property may be, and according to the following Form, with such Variations in case the Purchase Money shall be payable into the Bank of *England*, or according to the Interests to be comprised in such Conveyance, or according to other Circumstances as may be found expedient; *videlicet*,

Form of Conveyance to the Company.

'I *A.B.* of in consideration of the Sum of
' to me paid by the Company of Proprietors
' of the *Parrett* Navigation, do hereby, by virtue of the Powers
' contained in an Act of Parliament passed in the Year
' of the Reign of His Majesty King *William* the Fourth, intituled
' [*here set forth the Title of this Act*], grant and confirm [*or, in Cases
' of Copyhold or Customary Lands requiring Surrender*, do hereby agree
' to surrender] to the said Company, their Successors and Assigns,
' all [*describing the Premises to be conveyed or agreed to be surrendered*], together with all Ways, Rights, and Appurtenances thereunto
' belonging, and all my Right, Title, and Interest in and to the same
' and every Part thereof, as I am or shall become seised or possessed
' of, or am by the said Act capacitated to convey or surrender, to
' hold unto and to the Use of the said Company, their Successors and
' Assigns for ever, by virtue of and 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 Agreements to surrender respectively shall be kept by the Clerk to the said Company, who shall from Time to Time, when requested, deliver attested Copies thereof to any Person or Persons requiring the same, and shall have and receive at the Rate of the Sum of Sixpence for every One hundred Words, exclusive of the Expence of the Stamps.

XLIV. And

XLIV. 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 should 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 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.

The Company to pay the Expences of Conveyances, and of verifying Title,

or in case of Dispute about the same, to deposit the Amount claimed; but not to be prevented from entering into Possession.

Satisfaction to be made for Land taken.

XLV. And be it further enacted, That all Bodies Politic, Corporate, and Collegiate, Trustees, and other Persons herein-before enabled to sell or convey Lands or other Hereditaments, and any Owners or Occupiers of or Parties interested in any Lands or other Hereditaments, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, such Compensation or Satisfaction in gross Sums for the Value of such Lands and Hereditaments, and also as a Compensation for the Damages to be sustained by making or completing the Works herein directed, or the Execution of any of the Powers given by this Act, and also by reason of the severing or dividing such Lands, as shall be agreed upon by and between them respectively and the said Company for the Value of such Lands and Hereditaments, and also Compensation or Satisfaction for any Damages which shall or may be sustained or incurred by them or any of them respectively for or by reason of the making, repairing, or maintaining of the said Canal, Cuts, and Towing Paths, or any of the Feeders, Drains, Trenches, Passages, Watercourses, Culverts, Sluices, Reservoirs, Arches, Tunnels, Aqueducts, or other Works hereby authorized to be made or carried on and maintained, or for or by reason of the diverting or turning of any Streams or Waters under the Provisions of this Act for or by reason of the supplying of the said Canal, Reservoirs, Cuts, and Works with Water, whether by the Act of the said Company, their Agents, Workmen, or Servants, or of any other Person or Persons, or for or by reason of the flowing, leaking, or oozing of Water over or through the Banks of the said Canal, Cuts, Feeders, Aqueducts, Drains, Trenches, Arches, Passages, Watercourses, Culverts, Sluices, Reservoirs, and Works, or any of them, or for or by reason of the non-cleansing of the same or any of them, or for or by reason of the Separation of any Tenements, Lands, or Grounds, whereby the Value of such separated Parts shall be diminished, or by reason or means of the Execution of any of the Powers or Directions hereby given to the said Company, their Agents, Workmen, or Servants; and in case of Disagreement or Refusal to treat with the said Company in respect of any of the Matters aforesaid, the Compensation and Satisfaction to be made by the said Company shall be ascertained and assessed by a Jury in manner herein-after provided in that Behalf, and the Sum and Sums so agreed upon or ascertained and assessed shall be recovered in manner herein-after mentioned.

Conveyance of Copyholds.

XLVI. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel according to the Custom of such Manor; which Surrender shall and may be made by all Persons and Corporations by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interest as such Conveyances as aforesaid made by the same Per-

son or Corporation would have had over the Lands, Tenements, or Hereditaments comprised in such Surrender in case the same had been of Freehold Tenure in the same Person or Corporation; and such Lands, Tenements, or Hereditaments shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers hereinafter contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall, at the Time of such Surrender as aforesaid, be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Persons, and Bodies Politic, Corporate, or Collegiate, by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands, Tenements, or Hereditaments to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands, Tenements, or Hereditaments purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands, Tenements, or Hereditaments in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, but shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold or disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Waste Lands to be conveyed by Lords of Manors.

XLVII. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands

Lands by any Person, or Body Politic, Corporate, or Collegiate, having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands) as the Persons, and Bodies Politic, Corporate, or Collegiate, who are by this Act enabled to sell other Lands, Tenements, or Hereditaments, have in such Lands, Tenements, or Hereditaments, (and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands, Tenements, or Hereditaments,) shall be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of a like Nature,) shall be paid by the said Company to the Churchwarden for the Time being of the Parish wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or public Purposes within the said Parish as a Vestry shall direct: Provided always, that in all Cases wherein the said Churchwardens are empowered to receive such Compensation as aforesaid, the Notices by this Act required to be served on the Owners or Occupiers of Land required for the Purposes of this Act may be served on the said Churchwardens, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require) shall be deposited in the Bank of *England*, in manner by this Act directed in Cases of other Lands, Tenements, or Hereditaments taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where the Lord of such Manor, if any, does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands or other Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act,) shall entitle such Freeholders to Common Right in or over such Common or Waste Lands or other Lands (and whose said Lands, Tenements, or Hereditaments in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the Whole of the Lands which have such Common Right,) shall also in like Manner

ner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of so much and such Part of such Common or Waste Lands or other Lands as they may from Time to Time require or take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in Gross.

XLVIII. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Land chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company under the Authority of this Act, Compensation shall be made by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent, chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons before entering into the Possession of the said Lands; and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds, after deducting there from the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at or would have been payable in respect of the same, in case they had been assessed alone under the Authority of the Act under which the said Compensation for Tithes has taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits in, upon, or over the said last-mentioned Lands and Grounds, or otherwise as he or they had or were entitled to in respect of the Whole of the said annual Sum or Corn Rent.

Mortgagees to convey to the Company.

XLIX. And be it further enacted, That all Persons and Bodies Politic, Corporate, or Collegiate having any Mortgage on any Lands, Tenements,

Tenements, or Hereditaments to be taken or used for the Purposes of this Act, (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not,) shall, on Tender by the said Company, or by any Person by them authorized, of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, (which Tender and Payment the said Company are hereby authorized to make, and deduct the same from any Sum agreed or awarded to be paid for the Estate or Interest of the Party entitled to the Equity of Redemption of and in the Lands so mortgaged,) immediately alien, release, assign, and transfer such mortgaged Premises to the said Company, or to such Person and in such Manner as they shall appoint, and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of this Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee or Mortgagees shall refuse to alien, release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee or Mortgagees shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice and in addition to the said other Monies of Six Calendar Months Interest in advance for the Use of such Mortgagee or Mortgagees, the Cashier of the said 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 said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

L. And be it further enacted, That in all Cases in which any Lands, Tenements, or Hereditaments subject to any Mortgage or Mortgages shall be required for the Purposes of this Act, which Lands, Tenements, or Hereditaments shall be of less Value than the Principal Monies, Interests, and Costs secured thereon, or in which a Part only of any Lands, Tenements, or Hereditaments subject to any Mortgage

Mortgage or Mortgages shall be required for the Purposes of this Act, and the Mortgagee or Mortgagees thereof shall not consider the remaining Part of such Lands, Tenements, or Hereditaments to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, Tenements, or Hereditaments, or (as the Case may be) of such Part of the said Lands, Tenements, or Hereditaments as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be awarded and agreed upon by and between such Mortgagee or Mortgagees and the Person or Persons entitled to the Equity of Redemption of such Lands, Tenements, or Hereditaments on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend, and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands, Tenements, or Hereditaments the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee or Mortgagees as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or Mortgagees, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest, Costs and other Money due or secured thereon, and thereupon such mortgaged Lands, Tenements, or Hereditaments shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Premises not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the Whole of the Lands, Tenements, or Hereditaments originally comprised in such Mortgage or Mortgages: Provided also, that when a Part only of any Lands, Tenements, or Hereditaments subject to any Mortgage or Mortgages shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands, Tenements, or Hereditaments so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee or Mortgagees thereof in part satisfaction of his mortgaged Debt, a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage or Mortgages at the Time of executing such Assignment to the said Company, and shall be

be signed by such Mortgagee or Mortgagees; and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Differences respecting the Price of Land or Damages to be settled by a Jury.

LI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken and damaged or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That in case any Body or Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons interested in or entitled to or having Power to dispose of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, for the Space of Twenty-one Days next after Notice in Writing given to the principal Officer of any such Body or Bodies Politic, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, or left at the usual or last Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any such Lands, Tenements, or other Hereditaments, or at his, her, or their usual or last Place or Places of Abode, or there being no Tenant or Occupier, then affixed to a conspicuous Part of the Premises, shall neglect or refuse to treat or disclose their Title or Interest, or shall not agree with the said Company concerning the same, or shall by Absence, Nonage, or otherwise be prevented from treating, or in case of any Difference between the said Company and any Body or Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons, as to the Amount of Compensation for Damages to be sustained as aforesaid, then and in any or either of the said several Cases the said Company shall and they are hereby empowered and required to issue a Warrant or Warrants under their Common Seal, or under the Hands and Seals of Three at least of the Committee of the said Company, to the Sheriff of the County of *Somerset*, and in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anyways interested in the Matters in question, then to one of the Coroners of such County who shall not be so interested as aforesaid, or if all the Coroners shall be so interested, then to the last Person then living in the County who filled the Office of Sheriff of the same County, and who shall not be interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner or other Person to empannel, summon, and return, and the said Sheriff or Coroner or other Person is hereby required accordingly to empannel, 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 Trials of Issues in His Majesty's Courts of Record at *Westminster*, to appear before the Justices of the Peace for the same County, at some Court of General or Quarter Sessions of the Peace to be holden for the same County, or at some Adjournment thereof, as in such Warrant or Warrants shall be appointed; and the Persons so empannelled, summoned, and returned as aforesaid are hereby required to appear as aforesaid, and to attend from Day to Day until duly discharged; and in case a sufficient Number of Jurymen shall not

appear at the Time and Place so to be appointed as aforesaid, such Sheriff or 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 may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the Clerk of the Peace for the same County, or his Deputy, is hereby empowered and required, on Request in Writing by either Party, to summon or call before the said Justices all and every Person and Persons who shall be thought necessary to be examined as a Witness or Witnesses touching the Matters in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Places or Matter or Matters in controversy, and such Jury upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of such Person or Persons as shall be called upon to give Evidence, the said Justices are hereby empowered to administer,) shall inquire of, assess, and ascertain the Sum or Sums of Money to be paid for the Purchase of such Lands, Tenements, or other Hereditaments, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also what Sum or Sums of Money shall be paid by way of Recompence either for the Damage which shall or may before that Time have been so sustained as aforesaid, or for the future temporary or perpetual Continuance of any recurring Damage which shall have been so occasioned as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, repaired, or remedied by the said Company, and which cannot or will not be further obviated, repaired, or remedied by them; which Recompence for such Damage shall be inquired into, assessed, and ascertained separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Justices shall accordingly give Judgment for such Purchase Money or Recompence so to be assessed by such Jury; which Judgment may be according to the Form, with such Variations as the Nature of the particular Case may require; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes against all Bodies Politic, Corporate, or Collegiate, and all other Persons whomsoever; provided that not less than Seven 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 opposite Party or Parties, by leaving such Notice with the Clerk, Agent, or principal Officer of any such Body Politic, Corporate, or Collegiate, or with the other Party or Parties respectively, or at their respective usual or last Places of Abode, or with the Tenant or Occupier of any Lands, Tenements, or Hereditaments involved in the Matter in question, or at their usual or last Places of Abode, or there being no Tenant or Occupier, then by affixing the same on a conspicuous Part of the Premises: Provided also, that in all Proceedings before any Jury the Party claiming Compensation shall be deemed Plaintiffs, and shall be deemed entitled to all Rights, Privileges, and Advantages to which Plaintiffs are by Law entitled.

Verdicts to be recorded.

LII. And be it further enacted, That every such Verdict and Judgment, being first signed by the Clerk of the Peace for the said County of *Somerset*, or his Deputy, shall be kept by the Clerk of the Peace for the said County among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes; and the same or Copies thereof, certified by the Clerk of the Peace of the same County under his Hand to be true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever and elsewhere; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and an additional One Shilling for every Hour during which such Inspection shall continue after the first Hour, and also to take or require the Clerk of the Peace to make Copies thereof or Extracts therefrom, paying for each Copy or Extract after the Rate of Sixpence for every One hundred Words.

Compensation Money to be apportioned.

LIII. And be it further enacted, That the said Juries shall and are hereby empowered, when the Nature of the Case shall require the same, to settle what Proportions of the Purchase Money or Compensation for Damages shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for such his or her Estate, Term, or Interest therein.

Notice of Injury to be given to the Company before Complaint made.

LIV. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to take notice of any Complaint to be made by any Person for any Injury or Damage by him or her sustained, or supposed to have been sustained, in consequence of the Execution of any of the Powers of this Act, unless Notice shall have been given in Writing, stating the Particulars of such Injury or Damage, and the Amount of Compensation claimed in respect thereof, by or on behalf of such Person to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time such Injury or Damage or supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Persons requesting Juries to enter into Bonds to prosecute and pay Expences.

LV. And be it further enacted, That every Person with whom the said Company shall 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 said Company in a Penalty of One hundred Pounds to prosecute his or her Complaint, and to bear and pay his or her Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and of the Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon him or her.

Fine on Sheriff making Default, and on

LVI. And be it further enacted, That if such Sheriff or his Deputy, or any Coroner or other Person so directed to summon and return a Jury as aforesaid, shall make default in the Premises, he shall for

every such Offence forfeit the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered with full Costs of Suit by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster;* and if any Person so summoned and returned as aforesaid upon such Jury shall not appear without sufficient Excuse, or appearing shall refuse to be sworn or affirmed, or give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so to be summoned to give Evidence shall not appear without sufficient Excuse, after having been paid or tendered a reasonable Sum for his or her Costs and Expences, or appearing shall refuse to be sworn, affirmed, or examined or give Evidence, then and in every such Case every Person so offending shall forfeit and pay, for the Benefit of the Party for whom or on whose Account such Jury or Witnesses shall be summoned, any Sum not exceeding Twenty Pounds; which last-mentioned Penalty and Forfeiture shall and may be levied by virtue of any Warrant under the Hand and Seal of any of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him or her, on Demand, the Overplus of the Money thereby produced (if any) after such Penalty and the Charges and Expences of such Distress and Sale shall be deducted.

Persons refusing to appear, &c.

LVII. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of an Issue joined in any of His Majesty's Courts of Record at *Westminster;* and all and every Person and Persons who in any Examination to be taken by virtue of this Act upon their Oath, or, being Quakers, upon their solemn Affirmation, shall wilfully and corruptly give false Evidence 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 the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

Liabilities of Juries and Witnesses.

LVIII. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of Confirmation of written Instruments or Allegations, or of the Execution of Deeds or other Matters, the same shall be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual 'Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and 'for the more entire Suppression of voluntary and extra-judicial Oaths 'and Affidavits;' and to make other Provisions for the Abolition of unnecessary Oaths,* or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Any Person making false Declaration to be guilty of a Misdemeanor.

5 & 6 W. 4. c. 62.

LIX. And

Expences of Juries how to be defrayed.

LIX. And be it further enacted, That in every Case where the Verdict of a Jury, summoned as aforesaid, shall be given for the same or a greater Sum than shall have been previously offered or tendered by the said Company for the Purchase of any Lands, Grounds, Messuages, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as a Compensation or Recompence for any Damages, Loss, or Injury which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of and relating to the summoning such Jury and of Witnesses, and also the Bond to be given by the Parties requiring such Jury to be summoned as herein mentioned, and generally of and relating to the taking such Inquest, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by some Justice of the Peace for the County of *Somerset*, not interested in the Matter in question (who is hereby authorized and required to settle the same at a Time and Place to be by him appointed, after summoning the Parties interested therein to attend him for that Purpose); and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for such County, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered or tendered by the said Company, or if no Verdict shall be given for Damages where the whole Dispute shall be whether any Damage has or has not been done, then and in every such Case one Moiety of the Costs, Charges, and Expences shall be defrayed by the Party or Parties opposed to the said Company, and one other Moiety thereof shall be defrayed by the said Company; and all such Costs, Charges, and Expences, having been ascertained and settled by some Justice of the Peace of such County in manner herein-before mentioned, any Proportion thereof actually paid by the said Company which ought to be borne by the opposite Party or Parties may be deducted out of any Money determined or adjudged to be paid to such Party as aforesaid, as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so to be determined or adjudged shall be deemed and taken, to all Intents and Purposes whatsoever, to be a good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in all Cases where by reason of Absence in Foreign Parts any Person or Persons shall have been prevented from treating and agreeing as aforesaid, the Whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Power to enter and take possession of Lands, &c. on Payment of Purchase Money.

LX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, Tenements, or other Hereditaments, or as a Compensation for Damages, Loss, or Injury as aforesaid, either to

to the Person or Persons entitled thereto or into the Bank of *England* under the Provisions of this Act, as the Case may be, it shall be lawful for the said Company of Proprietors immediately to enter upon and take and use such Lands, Tenements, and other Hereditaments; and such Lands, Tenements, and other Hereditaments, and the Fee Simple and Inheritance thereof, or other Estate, Term, and Interest therein purchased, shall thenceforth be and the same are hereby vested in the said Company: Provided nevertheless, that before such Payment it shall not be lawful for the said Company to enter upon or dig, cut, or use such Lands, Tenements, or other Hereditaments, without the Consent in Writing of the Persons interested therein under their respective Hands first had and obtained.

Compensation to be made for temporary Damage.

LXI. And whereas in making and executing the said Navigation and other Works by this Act authorized, or for the Purpose of hereafter repairing the same, it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Navigation and other Works for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Cuts for the Passage of Water, and Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the said Works or the future Repairs thereof shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payments, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Navigation and other Works by this Act authorized to be made and maintained, or any of them or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Cuts and Watercourses; Roads, or Approaches to or from the said Works, and also to make use of any Cuts, Watercourses, and Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof, such Compensation, in case the Parties differ about the same; to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands, Tenements, and Hereditaments through or upon which the

said Navigation and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid within One Calendar Month after the Expiration of the Period by this Act granted for completing the said Navigation and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Navigation and other Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Navigation and other Works: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid, or for the Purpose of obtaining Materials for repairing the Works damaged by Floods as herein-after mentioned, the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the said County of *Somerset*, in case the Parties differ about the same.

Disputes where the Damage does not exceed 20*l.* to be settled by Two Justices.

LXII. And be it further enacted, That in case any Difference shall arise between the said Company and any Owner or Occupier of any Mill, Ground, or other Hereditaments at any Time making a Claim to Compensation for Damages to an Extent not exceeding Twenty Pounds, by reason of any Diversion or Obstruction of Water or other Works to be made by the said Company, and such Difference cannot be adjusted and settled between the said Parties, the same shall be ascertained and determined by Two Justices of the Peace, who upon Application made to them by both or either of the said Parties shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

Justices may award Costs.

LXIII. And be it further enacted, That in the several Cases aforesaid the said Justices may award such Costs to be paid on each or either Side as they may deem reasonable, and may levy the same, by Warrant under their Hands and Seals, by Distress and Sale of the Goods and Chattels of the Party liable to pay the same.

Remedy in case of Default in paying Damages.

LXIV. And be it further enacted, That in case Default shall be made by the said Company in making Payment of all and every the Sum and Sums of Money agreed upon, awarded, or assessed as and for Compensation or Satisfaction for any Damages as herein-before provided

vided to the Bodies Politic or Corporate or Person or Persons 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 be lawful for Two or more Justices of the Peace acting within their respective Jurisdictions, 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 One or more Person or Persons to receive the Tolls or Rates hereby granted and made payable, or any of them, and thereout in the first place to pay all and every such Sum and Sums of Money respectively so agreed upon, awarded, or assessed as aforesaid, and the Costs, if any, occasioned by such Default of Payment thereof, together with legal Interest for the same, to the Person or Persons 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 or their Office as they the said Justices shall deem proper and sufficient; and the Person and Persons so to be appointed shall be deemed a Collector or Collectors of the said Tolls or Rates, and shall have such and the same Powers for collecting the same as if he or they had been appointed for that Purpose by the said Company, until such Sums, together with Interest thereon, and the Costs and Charges of recovering and receiving the same, shall be fully paid and satisfied; or otherwise the Party or Parties so aggrieved by such Default of Payment shall and may recover such Sum and Sums 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, 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 or Parties 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 together with Interest and Costs, together with the reasonable Charges attending such Distress; and if the Goods or Effects belonging to the said Company shall not be redeemed within Ten Days next after the making the same, and Notice thereof given in Writing as aforesaid, the same may and shall be disposed of in such Manner as the Law directs in case of Distress for Rent.

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

LXV. And be it further enacted, That if any Money shall be agreed or assessed to be paid for the Purchase of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, or of any Interest therein, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee or Feoffee in Trust, Committee, Executor, or Administrator, Feme Covert, or any Person whomsoever for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust,

Trust, whether Infants, Issue unborn, Femes Covert, or any Person whomsoever whose Lands are limited in strict or other Settlement, or any Person under any Disability or Incapacity, shall be entitled unto, interested in, or thereby capacitated to convey, 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 there *ex parte* "The Company of Proprietors of the *Parrett* Navigation," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty 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, and shall when so paid in there remain until the same shall, by Order of the said Court made upon a Petition to be preferred to the said Court in a summary Way by the Party who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debts or other Incumbrances, affecting the same Lands, Tenements, or Hereditaments, or other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court may deem expedient; or until the same shall upon the like Application be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, or upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands, Tenements, or Hereditaments which shall have been purchased, taken, or used as aforesaid, or in respect of which such Compensation or Recompence shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court 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, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time be paid by Order of the said Court to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, and Hereditaments so to be purchased, conveyed, and settled.

1 G. 4. c. 35.

When less than 200*l.* and exceeding 20*l.*

LXVI. Provided always, and be it further enacted, That if the Money so agreed or assessed to be paid as last aforesaid shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in such Case the same shall, at the Option of the respective Parties who would be for the Time being entitled to

to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased or used, or of such Interest therein, or of his, her, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, to be signified in Writing under the Hands of Three at least of the Committee of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the respective Parties to whom such Option is given, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Committee of the said Company; and the Money so paid to such Trustees and the Dividends and Produce arising thereon and therefrom shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, without obtaining or being required to obtain any Order of the Court of Exchequer touching the Application thereof.

Application when the Money does not exceed 20*l.*

LXVII. Provided also, and be it further enacted, That where such Money so agreed or assessed to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased or used for any of the Purposes of this Act, or in respect of which such Compensation shall be paid, for his, her, or their own Use and Benefit; or in case of Coverture, Idiotcy, Infancy, or Lunacy, or other Incapacity, then to his, her, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, Trustee or Trustees, to and for the Use and Benefit of such Person or Persons respectively entitled thereto.

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

LXVIII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same or the Money paid for such Compensation shall be required to be paid into the Bank of *England* for the Purpose of being invested in the Purchase of Consolidated or Reduced Bank Annuities or in other Government Securities, to be applied in the Purchase of other Lands to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order all the Costs, Charges, and Expences of or which may be incurred in consequence of the Purchase or taking or using of such Lands by the said Company under and by virtue of this Act, and also of the Investment of the Purchase and Compensation Money in Consolidated or Reduced Bank Annuities or other Government Securities, or in the Re-investment of such Purchase and Compensation Money in Land, together with the necessary Costs and Charges of obtaining

obtaining the proper Orders for such Purposes, and for the Payment of the Dividends, Interest, and annual Produce of such Consolidated or Reduced Bank Annuities or other Government Securities, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

In case of not making out Titles, or if Persons cannot be found, Purchase Money to be paid into the Bank.

LXIX. And be it further enacted, That in case any Party to whom any Money shall be agreed or assessed to be paid for the Purchase of any Lands, Tenements, or Hereditaments to be taken or used under or by virtue of the Powers of this Act, or for any Interest, or for Compensation as aforesaid, shall refuse to accept the same or to execute a proper Conveyance of the Premises purchased, or his or her Interest therein, or shall refuse, neglect, or shall not be able to make a good Title to the Premises or to such Interest in the Premises to the Satisfaction of the said Company, or shall be absent from *England*, or cannot be found, or if any Party entitled to or to convey any such Lands, Tenements, or Hereditaments, or such Interest therein, cannot be conveniently known or discovered, or be not shown to the Satisfaction of the said Company, then and in every such Case it shall be lawful for the said Company, in respect to the Sum or Sums of Money so agreed or assessed to be paid as aforesaid, to order the same to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, (describing them so far as the said Company can do,) subject to the Order, Control, and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Sum or Sums of Money, or to any Part thereof, by Motion or Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds or in Government or Real Securities, and to order Distribution thereof or Payment of the Dividends thereof according to the respective Estates, Titles, or Interests of the Parties making claim thereto, and to make such other Order in the Premises as to the same Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* who shall receive any Sum or Sums of Money under this Act is and are hereby required to give a Receipt or Receipts to the said Company for such Sum or Sums of Money, specifying therein for what and for whose Use (described as aforesaid) the same is or are received, which Receipt or Receipts shall effectually discharge the said Company from seeing to the Application thereof.

Where any Question shall arise, the Person in Possession to be deemed entitled until otherwise shown.

LXX. And be it further enacted, That when any Question shall arise in reference to the Provisions aforesaid. or otherwise upon this Act, touching the Title of any Party to any Lands or to any Interest in any Land, or to any Compensation Money in respect of Damage done to any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer in pursuance of this Act, or to any Annuities or Securities to be purchased with any such Money, or to the

the Dividends or Interest of any such Annuities or Securities, the Party or Parties who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of the Purchase thereof, and those claiming under such Party or Parties, or under the Possession of such Party or Parties, shall be deemed to have been lawfully entitled to such Lands, Tenements, or Hereditaments, or to such Interest therein or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends and Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, until it shall be made appear to the said Court that such Person was a wrongful Possessor, and that some other Party or Parties was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some other Estate or Interest therein; when the said Court shall be empowered to make such Order as to the Dividends, Interest, and Capital as the said Court shall think proper.

Saving Mines to Owners of Land.

LXXI. Provided always, and be it further enacted, That nothing herein contained shall extend to prejudice or affect the Right of any Owner or Owners of any Lands or Grounds in, upon, or through which the said Navigation and other Works hereby authorized, or any of them, shall be made, to the Mines, Minerals, or Quarries lying or being within or under the Lands or Grounds to be set out or made use of for such Navigation and other Works, or any of them, save those found in making the said Canal and other Works, or required for the making or maintaining of the same, which shall belong to the said Company; but all such Mines, Minerals, and Quarries, save as aforesaid, are hereby reserved to such Owner or Owners of such Lands or Grounds respectively, their Heirs or Assigns; and it shall be lawful for such Owner or Owners, their Heirs and Assigns, to work all such Mines, Minerals, and Quarries, and to take and carry away all such Coals, Iron, Stone, and Minerals as shall be gotten therein, to his and their own Use, as fully and effectually as if this Act had not been passed; provided that in working such Mines and Minerals no Injury be done to the said Navigation and other Works hereby authorized, any thing herein contained to the contrary notwithstanding.

Allowing Owners of Lands to cut Branch Canals.

LXXII. And be it further enacted, That nothing in this Act contained shall extend to prevent the Owners and Occupiers of the Lands adjoining or near to the said Navigation and other Works, and containing Mines, Beds, Seams, or Quarries of Coal, or of Iron, Copper, or other Metals, or of Limestone, Freestone, Building Stone, or Slates, to cut or make, either upon their own Lands or upon the Lands of other Persons, with the Consent of such other Persons, any Branch Cut or Cuts to communicate with such Navigation and other Works respectively, but not parallel therewith; and the said Company shall not receive any Tonnage for the passing of any Goods or other Things along such Branch Cut or Cuts; but so as no Impediment, Injury, Loss of Water, or Damage be occasioned thereby to such River or Canal, or the Lands of any other Person, without the Consent of the said Company and every such Person respectively, and so as the Person or Persons making every such Branch Cut or Cuts shall, if

there-

thereunto required by the said Company, make, erect, and maintain a Stopgate or Stopgates on every such Cut or Cuts, in order to prevent the Water from being drained or wasted out of such Navigation and other Works, or any Part thereof, by means of making such Branch Cut or Cuts to communicate therewith as aforesaid, and so as that in the event of such Branch Cut or Cuts crossing any Towing Path of the said Navigation and other Works, a proper Bridge with Approaches thereto be made and maintained over the same by the Person or Persons making the said Branch Cut or Cuts.

The Company to fence off Canal, Towing Path, &c.

LXXIII. And be it further enacted, That the said Company shall divide and separate, and keep constantly divided and separated, from the adjoining Lands the said new Canal and the Towing Paths thereof and of the said improved Navigation, by such Posts, Rails, Gates, Stiles, Hedges, Ditches, Trenches, Banks, or other Fences, sufficient to keep off Sheep and Cattle, to be affixed, set out, and made on the said Company's own Lands, as shall be directed to be affixed, set out, and made by Two or more of the said Justices, and also shall make, erect, and set up so many convenient Bridges across or Arches or Viaducts under the said Canal or the Works thereof as any Two or more Justices of the Peace of the said County shall from Time to Time judge necessary, for the Use of the Owners and Occupiers of Lands or Hereditaments adjoining or contiguous or near to such Canal; and in case the said Company shall make use of the present Embankments of the said River *Parrett*, or of any River or Stream which falls into the same, for such Towing Paths or other Works, they shall thenceforward be liable to the future Repairs of such Part of the Banks as they may use as aforesaid; and all the Posts, Rails, Gates, Stiles, Hedges, Ditches, Trenches, Banks, Fences, Bridges, Arches, and other Conveniences so to be affixed, set out, or made as aforesaid shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company; and in case of any Refusal or Neglect of the said Company in or about the Premises, it shall be lawful for the Owners or Occupiers of the adjoining Lands and Hereditaments, or of the Lands or Hereditaments liable to such Repairs, who may be aggrieved by such Refusal or Neglect, at the Expence of the said Company to do the several Matters and Things as to which there shall have been such Refusal or Neglect; and in case of Disagreement as to the Amount expended in that Behalf, the same shall be settled and determined by Two or more Justices of the Peace of the said County, who shall order the same to be forthwith paid by the said Company, and who shall pay the same accordingly; and in default of Payment thereof within the Time limited by such Justices for the Purpose, the said Justices shall, by Warrant under their Hands and Seals, levy the same by Distress and Sale of any of the Goods and Chattels of the said Company; and if not obtained by the Means aforesaid, the Party entitled thereto shall have the same Remedies for obtaining the same as are hereby provided for obtaining Compensation for Land and Damages.

Owners of Land may erect Bridges, &c.

LXXIV. And be it further enacted, That if the Owners or Occupiers of any Lands or Hereditaments adjoining the said Navigation and other Works shall at any Time or Times find that the several

Fences, Bridges, and other Conveniences which the said Justices shall have directed to be made by the said Company lastly hereinbefore mentioned are insufficient either in Number or Situation for the commodious Use and Occupation of the respective Lands and Hereditaments on both Sides or on either Side of the said Navigation and other Works, then and in every such Case it shall be lawful for such Owners or Occupiers with the Consent and Approbation of the Committee of the said Company, upon Request made to them for that Purpose, or in case of their Refusal for the Space of Ten Days after such Request, then with the Consent and Approbation of any Two or more Justices of the Peace for the said County of *Somerset*, after Summons given to the said Company and due hearing of their Objections, to make, fix, and erect, at their own Costs and Charges, such other Fences, Bridges, or Conveniences, of the same or the like Construction with such as shall have been made and erected by the said Company by the Sides of the said improved Navigation, or in, upon, over, under, or through the said new Canal and other Works, or the Towing Paths thereof, and in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, and Improvement or Occupation of the said Lands and Hereditaments; and such Fences, Bridges, and other Conveniences shall thenceforth be repaired and supported at their own like Costs and Charges, so as the said Navigation be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than may be necessary.

Empowering Company to get Materials to repair Works damaged by Floods, &c.

LXXV. And whereas it may happen, from Floods or unexpected Accidents, that the Banks of the said Navigation and other Works may be destroyed or injured, and the adjacent Lands may thereby suffer Damage, and it may be necessary that the same should be immediately restored to prevent further Damages; be it therefore enacted, That when and as often as any such Case shall happen, it shall be lawful for the said Company, by themselves or their Agents, Workmen, or Servants, without any Delay or Interruption from any Person or Persons whomsoever, to enter any Lands, Grounds, or Hereditaments adjoining or within Two hundred Yards of the said Navigation and other Works (not being the Site of any House or other Building, or a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House), and to dig for, work, get, and carry away and use all such Stones, Gravel, and other Materials as may be necessary or proper for the Purposes aforesaid, and that without any previous Treaty whatsoever with the Owners or Occupiers of or other Persons interested in such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereto as the Nature of the Case will permit, and making Recompence for the same to the Owners and Occupiers or other Persons interested in such Lands, Grounds, or Hereditaments within the Space of Ten Days next after the same shall be demanded; which Damages and the Compensation to be made in respect thereof, in case of Disagreement between the said Company and the said Owners, Occupiers, and Persons, shall be settled and determined or assessed and recovered by the Ways herein prescribed and directed with respect to other Damages to be done by making and completing the said Navigation.

Enabling the Company to sell Lands not wanted.

LXXVI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby required, within Ten Years after the passing of this Act, to contract for and to sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers, any Lands, Tenements, or Hereditaments not wanted for the Purposes of this Act, in such Manner as they may deem expedient; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall sell any such Lands, Tenements, or Hereditaments, shall first, by some Writing signed by their Clerk, offer to sell the same to the Party or several Parties whose Lands or Premises shall immediately adjoin the Lands, Tenements, or Hereditaments 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, Tenements, or Hereditaments; and such respective Parties, in case he, she, or they shall be desirous of purchasing the same, shall, by Writing signed by him, her, or them, signify such his, her, or their Desire in that Behalf to the said Company, through their Clerk, within Twenty-one Days after such Offer of Sale shall have been made; and in case such Party or Parties shall refuse or neglect to avail himself, herself, or themselves of such Offer, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in any such Offer of Sale shall cease; and in every such Case a Declaration made before a Master or Master Extraordinary of the High Court of Chancery, or before some Justice of the Peace, by some Person not interested in the same Lands, Tenements, or Hereditaments, 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, Tenements, or Hereditaments, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted within the said Space of Twenty-one Days, shall in all Courts whatever or elsewhere be sufficient Evidence that such Offer was made and was refused, or was not accepted within the Time aforesaid (as the Case may be); and in case such Party or Parties shall be desirous of purchasing the same, and he, she, or they and the said Company shall not agree with respect to the Price thereof, then and in such Case the Price thereof shall be ascertained by a Jury in the Manner herein-before directed with respect to the disputed Value of Premises to be purchased by the said Company of Proprietors in pursuance of this Act, and the Expences of and relating to the 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*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which may be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser in such Manner as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted, by any such Conveyance.

LXXVII. And

The word "grant" in Conveyances from the Company to amount to certain Covenants.

LXXVII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from all Incumbrances done or occasioned by them, and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be), shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them unless, except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may, in all Actions to be brought, assign Breach or Breaches of Covenants, as they may do in case such Covenants were expressly inserted in such Conveyances.

Treasurer of the Company upon Payment of the Money to give Receipts.

LXXVIII. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by the Sale of such Lands, Tenements, or Hereditaments which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give a Receipt for such Money, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interest as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and no Persons shall afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or any Part thereof, nor shall any Purchaser be bound to ascertain that the Person ostensibly acting as Treasurer be in fact such, or that such prior Offer was made as aforesaid, or was refused or not accepted.

The whole of the Expence to be subscribed before the

LXXIX. And whereas the probable Expence of making the said Improvements, Canal, and other Works hereby authorized to be made will amount to the Sum of Ten thousand and five hundred Pounds, and the Sum of Seven thousand four hundred Pounds and upwards, being

compulsory Powers of the Act are put in force.

being more than Two Third Parts thereof, has been already subscribed by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them subscribed respectively; be it further enacted, That the Whole of the said Sum of Ten thousand and five hundred Pounds shall be subscribed in like Manner before any of the Powers given by the Act in relation to the compulsory taking of Land for the Purposes hereof shall be put in force.

Land to be taken within Two Years.

LXXX. Provided always, and be it further enacted, That if any Land or Hereditaments authorized to be taken by this Act for making the said Canal and Improvements shall not be paid for by the said Company within Two Years after the passing of this Act, the said Company shall not be at liberty to have, purchase, take, or use the same without the Consent in Writing of the Parties interested therein or hereby enabled to sell and convey the same under his Hand for that Purpose first had and obtained.

Canal and Improvements to be completed within Five Years.

LXXXI. Provided always, and be it further enacted, That in case the said Improvements, Canal, and other Works shall not be completed, unless prevented by inevitable Accident, within Five Years from the passing of this Act, then after the Expiration of such Term the Powers hereby given for making the same shall cease and determine; but if any Portion thereof shall be so completed, and shall at any Time previously to the Expiration of Six Calendar Months after such Term of Five Years be certified so to be by the Justices of the Peace for the said County of *Somerset* in General or Quarter Sessions assembled, upon the Evidence of Two or more Witnesses upon Oath, or in the Case of Quakers Affirmation, to be produced before such Justices for that Purpose, all the Powers herein contained, so far as the same may be applicable to such completed Portion, shall remain in full Force: Provided also, that if the said new Canal or any Part thereof shall at any Time hereafter be abandoned and given up by the said Company, or after the same shall be completed shall for the Space of Three Years cease to be used and employed as a Canal or for the Purposes of the said Undertaking, then and in such Case in the event of a total Abandonment or Failure the Lands, Tenements, and Hereditaments so taken or used by the said Company for the Purposes of this Act, or otherwise, in the event of a partial Abandonment or Failure, the Part thereof over which the said Canal and Cuts or any Part or Portion of such Canal and Cuts which shall be so abandoned or given up by the said Company shall pass or be made, shall vest in the Owners of the Land adjoining that which shall be abandoned or given up in manner following; (that is to say,) one Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

If Canal is abandoned, Lands taken by the Company to vest in the Owners of adjoining Lands.

Provision for Deficiencies of Land Tax.

LXXXII. 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 in 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

respective Executors, Administrators, and Successors, to sell, assign, transfer, and dispose of their Shares, subject to the Rules and Conditions herein mentioned; and the Form of Conveyance of Shares may be in the following Words, or with such Variations as the Nature of the Case may require or as may be expedient; (*videlicet,*)

Form of Conveyance of Shares.

'I *A. B.* of in consideration of the Sum of paid to me by *C. D.* of do assign and transfer to the said *C. D.* Share or Shares of and in the Undertaking called "The *Parrett* Navigation," numbered respectively , to hold unto the said *C. D.*, his Executors, Administrators, and Assigns, subject to the same Rules, Orders, Restrictions, Conditions, and Regulations that I held the same immediately before the Execution hereof; and I the said *C. D.* do hereby agree to take and accept of the said Share or Shares, subject to the same Rules, Orders, Restrictions, Conditions, and Regulations. As witness our Hands and Seals the Day of in the Year of our Lord .'

Entries of Transfers to be made by the Clerk of the Company.

And on every such Sale the Instrument of Conveyance being executed by the Seller and Purchaser or Sellers and Purchasers of such Share or Shares shall be kept by the Purchaser or Purchasers for his, her, or their Security, after the Clerk of the said Company shall have entered in a proper Book or Books to be kept for that Purpose a Memorial of such Transfer for the Use of the said Company, and have testified the Entry of such Memorial on the said Instrument of Conveyance, for which no more than Two Shillings and Sixpence shall be paid to the Clerk of the said Company; and the said Clerk is hereby required to make such Memorial and Memorandum accordingly; and until such Memorial shall have been made and entered as above directed, such Purchaser or Purchasers shall have no Part of the Profits of the said Undertaking, nor any Vote as a Proprietor or Proprietors of the said Undertaking, and the Seller thereof shall remain and be held liable for all future Calls.

After a Call no Share to be sold until Call is paid.

LXXXIX. And be it further enacted, That after any Call shall have been made, no Person or Corporation shall sell or transfer any Share or Shares unless he, she, or they, at the Time of such Sale or Transfer, shall have paid the whole and entire Sum of Money which shall have been called for in respect of each Share so sold or transferred, nor shall any Proprietor in arrear for Calls have a Vote at any Meeting in any Capacity whatsoever.

Company may purchase Shares.

XC. And be it further enacted, That it shall be lawful for the said Company at any Time or Times, if the same shall appear likely to promote the Interests of the said Company, to purchase and take in the Name of the said Company Transfers of any Share or Shares which may happen to be in the Market for Sale, and the same or any of them may be retained for any Period or Periods which may seem expedient, and then resold by the said Company; and the Produce of such Sales shall be applied in such Manner as the Money invested in such Purchases shall have been applicable, and the intermediate Dividends and Profits shall be applied in such Manner as the Income of such Money would have been applicable.

XCI. And

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.

Proprietors may raise amongst themselves any Sum not exceeding 10,500*l.* for making the Canal, &c.

LXXXIII. And be it further enacted, That it shall be lawful for the said Company to raise and contribute amongst themselves any Sum of Money for making and completing the said Improvements, Canal, and other Works hereby authorized, not exceeding in the whole in the first instance the said Sum of Ten thousand and five hundred Pounds; and the Sums so proposed to be raised shall be divided into Shares of Fifty Pounds each, and such Shares shall be numbered in regular numerical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they are hereby vested in the several Subscribers, and their several and respective Executors and Administrators, Successors and Assigns to their proper Use and Benefit, proportionably to the Amount subscribed for; and all Corporations and Persons who shall severally subscribe for One or more Share or Shares, and who shall pay the said Sum of Fifty Pounds *per* Share, or such Sum or Sums as shall be demanded in lieu thereof towards carrying on and completing the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall be entitled to receive an equal proportionable Part according to the Money so by them subscribed of the net Profits which may arise from the said Undertaking, as and when the same shall be divided by the Authority of this Act.

Power to compel Payment of Subscriptions.

LXXXIV. And be it further enacted, That the several Persons and Bodies Politic, Corporate, or Collegiate who have subscribed or who shall hereafter subscribe for or towards any of the Purposes of this Act shall and they are hereby required to pay the Sum or Sums of Money by them respectively so subscribed, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company or their Committee of Management, under and by virtue of the Powers and Directions of this Act, to such Person or Persons, and in such Manner, and at such Times and Places as shall be directed by the said Company or Committee, in manner herein-after mentioned; and in case any Party shall refuse or neglect to pay the same at the Time and in manner required for that Purpose, it shall and may be lawful for the said Company to sue for and recover the same, with legal Interest thereon from the Time appointed for the Payment thereof,

thereof, and with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Shares to be Personal Property.

LXXXV. And be it further enacted, That every Share in the said Undertaking shall be deemed Personal Estate, and be transmissible as such, and not be deemed to be of the Nature of Real Property.

Names of Proprietors to be entered, and Certificates of their Shares delivered to them.

LXXXVI. And be it further enacted, That the said Company shall with all convenient Speed cause the Names and proper Additions of the several original Proprietors of Shares in the said Undertaking, with the Number of their Shares and the Number by which such Shares shall be distinguished, to be fairly and distinctly entered into a Register Book to be kept by the Clerk of the said Company, and after such Entry made cause their Common Seal to be affixed thereto, which Book shall from Time to Time be altered, corrected, and renewed as the Change in the Ownership and Occasion may require, and shall also, on Demand, in respect of every Share, cause to be delivered to every such original Proprietor a Certificate, with the Common Seal of the said Company affixed thereto, specifying the Share or Shares to which such Proprietor is entitled in the said Undertaking, and every such Proprietor paying to the Clerk of the said Company Two Shillings and Sixpence, and no more, for every such Certificate; and such Certificate shall be admitted in all Courts whatsoever and elsewhere as *primâ facie* Evidence of the Title of such Proprietor, his or her Executors, Administrators, Successors, or Assigns, to the Share therein specified; but the Want of such Certificate shall not hinder or prevent the Owner of any Share from selling or disposing thereof, or receiving the Dividends; and such Certificate may be in the Words or to the Effect following; (*videlicet*,)

Form of Certificate.

'*Parrett* Navigation.

'No.

'THESE are to certify, That of
'is a Proprietor of a Share, numbered
'of and in the Undertaking called "The *Parrett* Navigation," subject
'to the Rules, Regulations, and Orders of the said Company. Given
'under the Common Seal of the said Company the Day of
'in the Year of our Lord

For granting new Certificates when old ones are destroyed or worn out.

LXXXVII. And be it further enacted, That if any such Certificate be worn out or damaged, then upon the same being brought to some Meeting of the Committee of the said Company such Certificate may be cancelled and destroyed, and another similar Certificate in lieu thereof given to the then Owner of the Share therein mentioned; or in case any such Certificate shall be lost, burnt, or totally destroyed, then upon due Proof thereof to the Satisfaction of such Committee another similar Certificate in lieu thereof shall be given to the then Owner of the Share therein mentioned, the said Clerk receiving from such Owner for every such Certificate which shall be so exchanged or given as last aforesaid the Sum of One Shilling, and no more.

Shares may be sold.

LXXXVIII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective

Regulation as to Acquisition of Shares by Marriage or Death.

XCI. And be it further enacted, That before any Person claiming any Share in right of Marriage shall be entitled to receive Dividends or to vote in respect thereof, a Declaration in Writing of some credible Person, containing a Copy of the Register of such Marriage or other Particulars of the Celebration thereof, made before a Master or Master Extraordinary in Chancery, or some Justice of the Peace, shall be transmitted to the Clerk of the said Company, or other reasonable Evidence of such Marriage shall be offered to the said Company; and before any Person claiming any Share by virtue of any Will or Letters of Administration shall be entitled to receive the Dividends or to vote in respect thereof, the Probate of such Will or such Letters of Administration shall be produced to the said Clerk, in order that the same Declaration, Evidence, Probate, or Letters of Administration respectively may be registered, for which a Fee, not exceeding Two Shillings and Sixpence, shall be paid by such Claimant to such Clerk.

Receipts for Minors.

XCII. And be it further enacted, That in all Cases where Money shall be payable by the said Company to any Proprietor in the said Undertaking who shall be a Minor, Idiot, or Lunatic, the Receipt of the Father or the Guardian for the Time being of such Minor, or of the Committee or of any One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company for the same.

First and other General Meetings.

XCIII. 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 at *Langport* in the said County of *Somerset* within Two Calendar Months after the passing of this Act, between the Hours of Eleven and Two, of which Meeting Fourteen Days Notice at least shall be given by public Advertisement, signed by Three or more Proprietors, in some Newspaper circulated within the said County of *Somerset*; and after such First General Meeting a General Meeting shall be held in the Month of *August* in each Year, on such a Day and Hour and at such Place as the Committee of Management shall direct; and of every such General Meeting not less than Fourteen Days Notice shall be given under the Direction of the Committee of Management by public Advertisement, signed by the Clerk of the said Company, in some Newspaper published in the said County of *Somerset*; and all Meetings, whether Ordinary or Special, may be adjourned from Time to Time and from Place to Place as shall be found expedient.

Chairman to be appointed.

XCIV. And be it further enacted, That the said Company at their Ordinary and Special General Meetings shall appoint some Proprietor to be Chairman, and such Chairman, in addition to his Vote as a Proprietor or as a Proxy, shall also, in case of an Equality of Votes, have the decisive or casting Vote.

General Meeting to elect Committee of Management.

XCV. And be it further enacted, That the said Company of Proprietors at the said First General Meeting and at every annual General Meeting shall elect Six Persons (each of them being a Proprietor at the Time of such Election of Two Shares at the least in the said Undertaking) as a Committee to manage the Affairs of the said

said Company of Proprietors as herein directed, any Member of the Committee being from Time to Time annually re-eligible.

Committee may call Special Meetings.

XCVI. And be it further enacted, That the Committee may at any Time call a Special General Meeting of the said Company by causing their Clerk to insert, Fourteen Days at least beforehand, in some Newspaper circulated in the County of *Somerset*, an Advertisement specifying the Time, Place, and Object of the Meeting.

Meetings of Proprietors may be specially convened.

XCVII. And be it further enacted, That any Two or more Proprietors of the said Company holding in the aggregate Six Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands, left at the principal Office of the said Company, or given to the Clerk of the Company, or any Member of the Committee, or left at his respective usual or last Place of Abode, require the said Committee to call a Special General Meeting of the Proprietors, so as such Requisition fully express the Objects for which such Special General Meeting is requested to be called, and such Committee shall thereupon call the same by public Advertisement as aforesaid; and in case of Refusal or Neglect of the said Committee for the Space of Fourteen Days after such Notice given as aforesaid to call such Meeting, so as to be held on a Day not later than Twenty-eight Days after such Notice given, the same may be called by such Proprietors, by giving Fourteen Days Notice thereof in some Newspaper circulated in the said County of *Somerset*, specifying the Time, Place, and Object of the Meeting.

Business at Special and adjourned General Meetings.

XCVIII. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no other Business shall be transacted at any adjourned General Meeting, whether Ordinary or Special, than the Business left unfinished at the Meeting from which such Adjournment took place.

General Meetings may make Bye Laws, &c.

XCIX. And be it further enacted, That the said Company shall have Power and Authority from Time to Time at any General Meeting, whether Ordinary or Special, to make such Rules, Bye Laws, and Orders as to them shall seem right and proper for the good Government of the said Company, their Committee, Officers, Agents, Workmen, and Servants, and all Bargemen and Boatmen, and as to the Models, Principle of Construction, and Size of all or any of the Barges, Boats, Vessels, and Rafts passing on the said Navigation and other Works, and the Polls, Shafts, or Instruments used in guiding or navigating the same, and as to the Owners of Barges, Boats, or other Vessels fixing on the Sides thereof Gauges or Indexes of Copper, Lead, or other Metal graduated so as to denote the Weight or Tonnage of such Barges, Boats, or other Vessels, and as to and for making, maintaining, using, and managing the said Navigation and other Works, and the Wharfs, Quays, Landing Places, and other Works in all respects whatever, and from Time to Time to repeal or alter the said Rules, Bye Laws, and Orders, or any of them, and to make others, and to impose and inflict reasonable Fines and Forfeitures

feitures upon all Persons offending against the same, not exceeding the Sum of Five Pounds for any Offence; such Fines and Forfeitures to be levied and recovered by the Ways and Means herein mentioned which said Rules, Bye Laws, and Orders, or such of them as may concern the Public at large, being reduced into Writing under the Common Seal of the said Company, and painted on Boards, shall be hung up and affixed and continued upon the Front of the several Toll Houses to be erected on the Line of the said Navigation and other Works, and such Boards shall from Time to Time be renewed as often as the same or any Part thereof shall be destroyed, obliterated, or defaced; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity or elsewhere to justify all Persons who shall act under the same, provided they be not repugnant to the Laws of *England*, or to any Directions in this Act contained; and the Proceedings under such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

General Meeting to appoint Treasurer and Clerk.

C. And be it further enacted, That it shall be lawful for the said Company, at their First General Meeting or at any other General Meeting, whether Ordinary or Special, to appoint a Treasurer and also a Clerk to the said Company for such Period of Service, with such Salaries or Remuneration as to the said Company shall think proper, and to alter and vary every or any such Appointment from Time to Time; and the Committee of the said Company shall take

Treasurer to give Security.

sufficient Security from every such Treasurer, and from every Collector and other Officer having the Care or Custody of any Money to be raised or received by virtue of this Act, for the due Execution of their respective Offices; and such Clerks shall attend the General Meetings, whether Ordinary or Special, of the said Company, and the Meetings of the said Committee; and in case any such Treasurer or Clerk shall die, be removed from, or quit the Service of the said Company, it shall be lawful for the Committee to appoint any other fit Person to execute such Office in the Place of the Person who shall so die, be removed from, or quit the Service of the said Company, such Appointment remaining in force until the same shall be nullified by some General Meeting, whether Ordinary or Special, of the said Company.

General Meetings to consist of not less than Six Proprietors holding at least Twenty Shares.

CI. Provided always, and be it further enacted, That if at any General Meeting, Ordinary or Special, there shall not be present, in Person or by Proxy, within Two Hours from the Time appointed for such Meeting, Six Proprietors possessed of at least Twenty Shares in the aggregate in the said Undertaking, no Business shall be done, but the Meeting shall stand adjourned to that Day Fortnight, at the same Place and Hour; and if a sufficient Number of Proprietors shall not then attend as aforesaid, the Meeting shall stand adjourned for Two Weeks, at the same Place and Hour, and so from Time as often as the same shall occur, until at any such Meeting there shall be a sufficient Number of Proprietors present as aforesaid, when the Meeting shall proceed to Business (and not before); and if such original Meeting shall have been a Meeting at which a Choice of

a Committee ought to have taken place, the Committee before appointed shall continue to act and have the same Powers until a new Committee shall be appointed as aforesaid; and in case of Failure of assembling a sufficient Number of Proprietors at such First General Meeting, every Proprietor who shall not attend such Second or subsequent Meeting, personally or by Proxy, shall forfeit and pay to the said Company of Proprietors for every Share which he or she shall possess in the said Undertaking the Sum of Forty Shillings, being first duly summoned.

Directing how Subscribers shall vote.

CII. And be it further enacted, That every Body Politic and Person entitled to a Share in the said Undertaking, and having paid all Arrears of Calls due upon such Share, shall have a Vote for every such Share at every General Assembly of the Proprietors, whether Ordinary or Special, which Vote may be given in Person or by Proxy, every such Proxy being a Proprietor in the said Undertaking; and every Question, Matter, or Thing shall be determined by the Majority of Votes present, personally or by Proxy; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meeting; and the Appointment of such Proxies may be made according to the Form following, with such Variations as may be adapted to the Case of a Body Politic or other Circumstances, or as may seem expedient; (that is to say,)

Form of Proxy.

'I *A. B.* of being a Proprietor of Shares in the *Parrett* Navigation, do hereby nominate, constitute, and appoint *C. D.* of to be my Proxy in my Name and in my Absence to vote or give my Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking that shall be mentioned or proposed at any General Assembly, whether Ordinary or Special, of the said Company, in such Manner as he the said *C. D.* shall think proper, according to his Opinion and Judgment, for the Benefit of such Undertaking or any thing appertaining thereto. In witness whereof I have hereunto set my Hand the Day of One thousand eight hundred and .'

How joint Proprietors are to vote.

CIII. Provided always, and be it further enacted, That where any Share or Shares shall be held by Two or more Persons as joint Proprietors, the Proprietor whose Name shall stand first in the Books of the said Company in respect of such Share or Shares shall alone be entitled to vote at the Assemblies of Proprietors, and also to receive Notices herein directed to be given to the Proprietors; and every such Vote and Notice shall be deemed to be the Vote of and a Notice given to all the Owners of such Share or Shares.

Lunatics and other incapacitated Persons may vote by their Committees.

CIV. Provided always, and be it further enacted, That in case any Proprietor shall be a Lunatic or a Minor, such Lunatic may vote by the Committee of his or her Estate, and such Minor may vote by his or her Parent or Guardian, or any One of such Guardians; and such Committee, Parent, or Guardian may vote either in Person or by Proxy.

CV. And

Accounts to be made up yearly.

CV. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up on the Thirtieth Day of *June* in every Year, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively; which Account shall be laid before the General Meetings of the said Company: Provided always, that if the Account so to be laid before any General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, who shall examine into such Account and report thereon to a future Meeting of the said Company, to be held for that Purpose by Adjournment or otherwise; and for the Purposes of such Examination the Committee of the said Company shall, on Demand, at all convenient Times cause to be produced to the said Committee of Inspection, or any Three Members thereof, all Books of Accounts, Vouchers, and Documents in their Possession or Power relating to the Affairs of the said Company.

Dividend to be declared.

CVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Temporary Appointment of a Committee-man.

CVII. And be it further enacted, That when any Committee-man shall die or cease to be a Proprietor of Two Shares (by which his Office shall *ipso facto* become void), or shall otherwise become disqualified for acting on the Committee, or shall, by Writing under his Hand delivered to the Clerk of the said Company or any Member of the said Committee, resign his Office, it shall be lawful for the Committee to elect some other qualified Proprietor as a Committee-man in his Place.

No Person holding any Place of Profit or Contract under the Company to vote in the Committee.

CVIII. And be it further enacted, That if any Member of the said Committee shall accept or continue to hold any Place of Profit under or have any Contract with the said Company, or be in any Manner interested or concerned directly or indirectly in supplying any Articles or Materials for the Use of the said Company, unless gratuitously, shall be deemed wholly disqualified for being a Member of the said Committee of Management; and in case any such Person shall vote or attempt to vote at any Meeting of the Committee, then and

and in every such Case every Person so offending shall forfeit and pay, for every such Offence, the Sum of Fifty Pounds to any Person 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 otherwise; and one Moiety of such Penalty, when recovered, shall be paid to the Person or Persons who shall sue for the same, and the other Moiety shall be paid to the said Company, to be applied to the Purposes of this Act.

Powers, &c. of the Committee, and Regulations for their Conduct.

CIX. And be it further enacted, That the Committee shall meet at such Times, in such Places, and from Time to Time adjourn themselves to such other Times and Places, as they shall think fit; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman; and all Questions, Matters, and Things which shall be proposed, discussed, or considered at such Meetings shall be finally determined by the Majority of Votes then present, the whole Number present not being in any Case less than Three; and such Committee shall have full Power and Authority to contract for and purchase Messuages, Tenements, Lands, or other Hereditaments, Materials, Articles, Matters, and Things, for the Use of the said Undertaking, and make Compensation for Damages, and to employ, order, direct, place, and displace Engineers, Surveyors, Officers, Clerks, Servants, Agents, and Workmen (except the Treasurer and Clerk, so far as they are respectively herein-before directed to be appointed by a General Meeting of the said Company), and to make all other Contracts and Bargains touching the said Undertaking, and to construct the Works, and also from Time to Time to use the Common Seal of the said Company in such Manner and for such Purposes as they shall think proper, by which Use thereof the said Company shall be bound, and generally to direct and manage all the Business and Affairs of the Company, and do, execute, and perform all Acts, Matters, and Things which the Company are by this Act authorized to do, save those expressly directed to be done at Meetings of the Proprietors; and no Member of the said Committee shall have more than One Vote, except the Chairman, who, in case of an equal Division, shall always have a second or casting Vote; and every such Committee shall from Time to Time make Reports of their Proceedings to the said ordinary General Meetings of the Proprietors, and shall obey their Orders and Directions; and the said Committee shall, by themselves, or the Clerks or Servants of the said Company, keep a true and full Account of all Monies disbursed and Payment made by the said Committee, and by all Persons employed by or under them, and of all Sums of Money which they shall receive from any Collectors of the Tolls, Rates, or Duties, or other Officers of the Company, or from any other Persons whomsoever, and shall regularly, by themselves, or the Clerks or Servants of the Company, write, insert, and enter in Books, to be from Time to Time provided for that Purpose, Notes, Minutes, Entries, or Copies (as the Case shall require) of all Contracts, Bargains, Receipts, and Disbursements, and of all other their Orders and Proceedings; which Books shall be deposited and kept according to the Directions of the said Committee: Provided always, that every Proprietor shall have free and reasonable Access thereto, and also to the Register Book, for his Inspection, without paying any thing for the same.

Power of the Committee to make Calls.

CX. And be it further enacted, That the said Committee shall have Power from Time to Time to make Calls of Money from the Proprietors of the said Undertaking for the Time being, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share, and so that no such Call shall exceed the Sum of Ten Pounds upon each Share, and so that such Calls be made at the Distance of Two Calendar Months at the least from each other, and so that Twenty-one Days Notice at the least shall be given of all such Calls as aforesaid by Advertisement, signed by the Clerk of the Company, in some Newspapers usually circulated in the County of *Somerset*, which Money so called for shall be paid to such Person or Persons, at such Place or Places, and at such Time and in such Manner as the Committee shall from Time to Time appoint; and if any Person or Persons shall refuse or neglect to pay as aforesaid his, her, or their proportionable Part of the said Money so called for, it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt, on the Case, or otherwise, together with lawful Interest for the same from the appointed Time of Payment, and full Costs of Suit; or the said Company may at a General Meeting declare the Share or Shares belonging to any Person or Persons so refusing or neglecting to be forfeited, and to order such forfeited Shares to be sold at a public Sale by the said Company: Provided nevertheless, that no Share or Shares shall be forfeited until Notice in Writing of the Intention of the Company in that Behalf, under the Hand of the Clerk of the said Company, shall have been given or sent by the Post to or left at the usual or last Place or Places of Abode of the Owner or Owners of such Share or Shares respectively, or if such Place or Places of Abode shall be out of the United Kingdom or cannot be discovered, until such a Notice shall have been given in the *London Gazette* and some Paper usually circulated in the County of *Somerset*, nor until the same Share or Shares shall have been declared to be forfeited at some General Meeting, Ordinary or Special, of the said Company, which shall be held after the End of Six Calendar Months at least from the Day on which such Notice of Forfeiture shall have been given; and a Declaration made by some credible Person, not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Committee, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale; but such Declaration, and the Receipt of the Treasurer of the said Company for the Price of such Share shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Persons neglect to pay Calls, the same may be sued for, or the Shares declared to be forfeited and sold again.

Notice to be given previous to Sale.

If the Purchase Money for such Shares be

CXI. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such forfeited Share or Shares shall be more than sufficient to pay all such Arrears of Calls as aforesaid,

said, and legal Interest thereon, and the Expences attending the Sale or Sales thereof, the Surplus of such Money shall be paid, on Demand, to the prior Owner or Owners of such Share or Shares: Provided also, that the said Company shall not sell any more of such Shares of such Defaulter or Defaulters than shall be sufficient as near as may be to pay the Money due from such Defaulter or Defaulters for or on account of such Call or Calls, and the Interest and Expences attending the same; and after Payment of all such Call or Calls, and the Interest and Expences as aforesaid, any unsold Share or Shares of such Defaulter or Defaulters vested in the said Company as aforesaid shall revert to and again become the Property of the Defaulter or Defaulters, in such Manner as if such Calls had been regularly paid.

more than sufficient to pay Calls, &c. the Surplus to be paid to the Owner.

CXII. And be it further enacted, That in any Action to be brought by the said Company against any Owner or Owners of any Share or Shares to recover any Sum or Sums of Money payable for any Call or Calls, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being a Proprietor or Proprietors of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company in such Sum or Sums of Money as the Call or Calls in arrear shall amount to, for such and so many Call or Calls of such or so many Sum or Sums of Money or upon such or so many Share or Shares belonging to the said Defendant or Defendants, as the Case may happen to be, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to show that the Defendant or Defendants at the Time of making such Call or Calls was or were a Proprietor or Proprietors of the Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice thereof was given as is directed by this Act; and that the Production by the Clerk of the said Company of the Register Book, and of the Minutes of the Proceedings of the Committee, and of the Newspaper in which Notice of the Call or Calls shall have been advertised, shall be sufficient Evidence in support of such Action, without proving the Appointment of the Committee who made such Call or Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest as aforesaid, unless it shall appear that any such Call exceeded Ten Pounds *per* Share, or was made before the Expiration of Two Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required.

Proceedings in Actions for Calls.

CXIII. And be it further enacted, That the Orders and Proceedings of every General Meeting of Proprietors, whether Ordinary or Special, shall be entered in a Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of each respective Meeting; and the Orders and Proceedings of every Committee Meeting which are herein-after directed to be entered in a Book or Books shall be signed by the Chairman of each respective Meeting; and such respective Orders and Proceedings, when so entered and signed, shall be deemed and taken to be original Orders and Proceedings, and shall

Orders and Proceedings to be entered in a Book.

be

be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others.

Same Person not to be Clerk and Treasurer.

CXIV. Provided always, and be it further enacted, That it shall not be lawful for the Proprietors of the said Company to appoint the Person who may be appointed to act as 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, to be the Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of his Partner, to be the Clerk or Secretary of the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk of or other Person in the Service or Employ of such Clerk or of his Partner, shall act as Treasurer, or in any Manner officiate for such Treasurer, or being the Partner of any such Treasurer, or the Clerk of or other Person in the Service or Employ of such Treasurer or of his Partner, shall act or in any such Manner officiate as Clerk in the Execution of this Act, or if any Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every 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 an Action of Debt or on the Case, or by Plaint, Suit, or Information.

Officers to account.

CXV. And be it further enacted, That every Officer and Person employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Committee, or to such Person or Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his or her Hand of all Monies which shall have been by him or her had, collected, or received by virtue of this Act; and such Account shall state to whom and for what Purpose and how the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall pay to such Person or Persons as the said Company shall appoint to receive the same all such Monies as upon the Balance of such Account shall appear to be owing from him or her, and shall deliver up to the said Company, or to such Person or Persons as they shall respectively appoint, all Books, Papers, and Writings in his or her Custody or Power relating to the Execution of this Act; and if any Officer or Person shall offend in or about the Premises, then and in every such Case, Complaint being made thereof by the said Company or by any Person on their Behalf to any Justice of the Peace acting within his Jurisdiction, such Justice is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his or her appearing or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to adjust any unsettled Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person

against

against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice shall, on Nonpayment thereof, by Warrant under his Hand and Seal, cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if such Officer or Person appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Officer or Person to the Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he or she shall have rendered such Account and delivered up the said Vouchers, Receipts, Books, Papers, and Writings, and shall have paid all the Money which shall appear to be in the Hands of or owing from him or her, and the reasonable Charge of such Distress and Sale, if any, as shall in that respect have been made, or until he or she shall have compounded with the said Company for such Money and Charges, and paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), and shall have delivered up all such Vouchers, Receipts, Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Reserve Fund.

CXVI. Provided always, and be it further enacted, That nothing herein contained shall prevent the said Company from providing, out of the Profits or otherwise, a reasonable Reserve Fund for extraordinary Repairs or Improvements; but such Fund shall at no one Time exceed the Sum of Two thousand Pounds, and the Monies constituting the same shall be invested in Exchequer Bills, the Public Funds, or some other Government Securities.

Proprietors may raise Money by Mortgage if necessary,

CXVII. And be it further enacted, That it shall be lawful for the said Company of Proprietors from Time to Time, by an Order of any General Meeting of the said Company, to borrow and take up at Interest any Sum or Sums of Money, not exceeding in the whole the Sum of Three thousand three hundred Pounds, on the Credit of the said Undertaking, by way of Mortgage; and which Mortgages shall be by Deed under the Common Seal of the said Company, in which the Consideration shall be truly stated, and may be in the Form following, or with such Variations, in case the Security shall be made to a Trustee

or Trustees, or according to the Nature of the Case, as may be deemed expedient; (*videlicet,*)

Form of Mortgage.

'Number

'BY virtue of an Act made in the Year of the Reign of King 'William the Fourth, intituled [*here set forth the Title of this Act*], 'we, the Company of Proprietors of the "*Parrett* Navigation," incorporated by and under the said Act, in consideration of the Sum 'of to us paid by of 'do assign unto the said , his [*or* her] Executors, Administrators, and Assigns, the said Navigation and Undertaking, and the 'Works, Lands, Hereditaments, and Capital, Debts, Sums of Money, 'Property, Estate, and Effects now belonging and due and owing, or 'hereafter to belong or be due and owing, thereto, and all and 'singular the Tolls, Rates, and Duties arising by virtue of the said 'Act, and all our Estate, Right, Title, and Interest in and to the 'same, to hold unto the said , his [*or* her] Executors, 'Administrators, and Assigns, until the said Sum of 'together with Interest for the same after the Rate of 'for every One hundred Pounds for a Year, shall be fully paid and 'satisfied, [*or with a Clause of Redemption on Repayment of the said 'Sum by the said Company on a Day or Days to be fixed, with In-'terest.*] Given under our Common Seal this Day 'of in the Year of our Lord .'

And all Persons to whom such Mortgages shall be made shall be equally entitled, one with the other, to their Proportions of the said Tolls and Premises according to the respective Sums advanced, without any Preference by reason of the Priority of Date of any such Mortgage, or any other account whatsoever; and a Memorial of every such Mortgage, containing the Number and Date thereof, and the Name or Names of the Person or Persons (with their proper Additions) to whom the same shall have been made, and of the Sum of Money borrowed, and the Rate of Interest to be paid thereon, shall within Ten Days after the Date thereof be entered in a Book to be kept by the Clerk of the said Company of Proprietors; which said Book may be perused at all seasonable Times by any of the Proprietors or Creditors of the said Undertaking or other Person interested therein without Fee or Reward; and every Person to whom any such Mortgage shall be made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer his or her Right and Interest thereto and therein to any Person or Persons whomsoever; which Transfer shall be by Deed, in which the Consideration for the same shall be truly stated, and may be in the Form following, with such Variations, in case the said Company shall concur therein, or according to the Nature of the Case, as may be found expedient; (*videlicet,*)

Transfer of Mortgages.

Form of Transfer.

'I *A. B.* of in consideration of the Sum of 'paid to me by *C. D.* of do hereby transfer to the 'said *C. D.*, his Executors, Administrators, and Assigns, a certain 'Mortgage, Number , made by the Company of Proprietors of 'the "*Parrett* Navigation" to bearing Date the

'Day

'Day of for securing the Sum of and Interest,
'and on which there is now due the Principal Sum of
'in addition to the Sum of for Interest, and all my Right
'and Property therein. Dated this Day of in the
'Year of our Lord .'

Memorial of Transfer to be made.

And every such Transfer shall, within Twenty-eight Days after the Date thereof, be produced to the Clerk of the said Company of Proprietors, who shall cause a Memorial to be made thereof in like Manner as of the original Mortgage, for which the said Clerk shall be paid by the Transferee Two Shillings and Sixpence; and after such Memorial made every Transfer shall entitle such Assignee or Assignees, his, her, and their Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Interest of Money borrowed to be paid in preference to Dividends.

CXVIII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgages as aforesaid shall be paid half-yearly to the several Persons entitled thereto in preference to any Dividends payable by virtue of this Act to the said Proprietors; and in case the same or any Part thereof shall be unpaid by the Space of Twenty-one Days next after the same shall become payable as aforesaid, and the same shall not be paid within Seven Days next after Demand thereof shall have been made of the said Company, then it shall be lawful for any Two or more Justices of the Peace of the said County of *Somerset*, and they are hereby required, on Request to them made by or on behalf of any Creditor whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person or Persons to receive the Tolls, Rates, and Duties liable to pay such Interest, until the same, together with the Costs and Charge of recovering and receiving the Tolls, Rates, and Duties, shall be fully paid and satisfied; and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of such Creditor or Creditors to whom such Interest shall be then due; and after such Interest, Costs, and Charges shall be paid and satisfied, the Power and Authority of such Receiver and Receivers (for the Purposes aforesaid) shall cease and determine: Provided always, that nothing herein contained shall prejudice any Remedies which such Mortgagee may have in Law or Equity.

In case Mortgages shall be paid off, the Company may raise the Amount again.

CXIX. And be it further enacted, That in case the said Company of Proprietors shall raise by Mortgage the Whole or any Part of the Sum of Three thousand three hundred Pounds, and shall afterwards pay off the Sum so raised or any Part thereof, then and in every such Case it shall be lawful for the said Company of Proprietors at any Time or Times thereafter again to raise in manner aforesaid, in lieu of the Principal Money so paid off by them, so much Money as they shall from Time to Time have paid off, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any event borrow upon Mortgage more than the

Sum

Sum of Three thousand three hundred Pounds in the whole at any one Time.

Company may pay off Mortgage at Six Months Notice.

CXX. Provided always, and be it further enacted, That it shall be lawful for the said Company, whatever may be the Form of any Mortgage, from Time to Time to pay off the Principal Money secured thereby at the Expiration of Six Calendar Months after Notice given to the Person entitled thereto of their Intention so to do; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make Default in the Payment thereof in pursuance of such Notice.

Proprietors empowered to take Rates for Tonnage.

CXXI. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times to ask, demand, take, recover, and receive, in respect of the Transit or Conveyance on the several Portions of the said improved Navigation of the said Rivers next herein-after mentioned, and on the said new Canal and Cut, or the different Parts thereof, any such Sum or Sums of Money as shall be from Time to Time fixed by the said Company, not exceeding the several Tolls, Rates, or Duties herein-after mentioned; (that is to say,)

For all Articles, except Stone, carried on the Whole of that Portion of the said River *Parrett* which lies between *Stanmoor Bridge* and *Langport Bridge* aforesaid, being a Distance of Five Miles and a Quarter, or Two Miles thereof, the Sum of Two-pence *per* Ton; and for all Articles, except Stone, carried less than Two Miles on such Portion of the said River, the Sum of One Halfpenny *per* Ton *per* Mile:

For all Articles, except Stone, carried through or under *Langport Bridge* aforesaid, the Sum of One Penny *per* Ton for the Transit through or under such Bridge only:

For all Articles, except Stone, carried One Mile on the River *Parrett* above *Langport Bridge*, the Sum of One Penny *per* Ton; and in case the same shall be carried more than One Mile, the Sum of One Penny *per* Ton *per* Mile for such additional Distance:

For all Articles, except Stone, carried on the said River *Isle* or the said new Canal, the Sum of Two-pence *per* Ton *per* Mile:

And for Stone carried on the said Rivers or Canal, for the respective Distances aforesaid, One Half of the above Rates of Tonnage.

Regulations as to fractional Parts of a Ton or Mile.

CXXII. And be it further enacted, That in all Cases where there shall be a Fraction of a Ton, a Proportion of the said Tolls, Rates, or Duties shall be demanded or taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton, such Fraction shall be deemed as a Quarter of a Ton; and in all Cases where there shall be a Fraction of a Mile, the Proportion of the Tolls, Rates, or Duties which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile, such Fraction shall be deemed as a Quarter of a Mile; and in order to ascertain with greater Facility the Disance for which Tonnage shall be

taken upon the said Navigation and other Works, the said Company shall cause the said Navigation and other Works to be measured, and Stones or other conspicuous Marks to be set up and for ever maintained at the Distance of every Quarter of a Mile from each other, with proper Inscriptions. Distance Stones to be erected.

CXXIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time, and at all Times, to ask, demand, take, recover, and receive, in respect of the Deposit or Lodgment of Goods, Wares, Merchandize, Commodities, Articles, Matters, and Things at their different Wharfs, Quays, and Landing Places, any such Sum or Sums of Money as shall from Time to Time be fixed by the said Company, not exceeding the several Rates or Duties herein-after mentioned; (that is to say,) Wharfage Rates.

For all Hay, Straw, Dung, Peat, and Peat Ashes, and for all other Ashes intended to be used for Manure, and for all Chalk, Marl, and Clay (other than Pipe-clay), and for all Sand and Lime intended to be used for Manure, and for all other Articles and Things intended to be used for Manure, and for all Materials for the Repairs of Roads, the Sum of Three Halfpence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

For all Culm, Coals, Coke, Cinders, Charcoal, Ironstone, Iron Ore, Copper Ore, Lead Ore, Limestone, Lime (except what shall be intended to be used for Manure), Bricks, Tiles, Paving and other Stone, and Pipe-clay, the Sum of Two-pence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

For Pig and Bar Iron, the Sum of Two-pence Halfpenny *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively:

And for all other Goods, Wares, Merchandize, Commodities, Articles, Matters, and Things whatsoever, the Sum of Three-pence *per* Ton *per* Month; and the like Sum for fractional Parts of a Ton and Month respectively.

Provided always, that if the said Company shall, at least Seven Days before the End of the First Month's Deposit or Lodgment, or of any subsequent Week's Deposit or Lodgment, require any such Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things to be removed at the End of such Month or subsequent Week, and the same shall not be removed accordingly, then from the End of such Month or subsequent Week there shall be paid for every Week, or fractional Part of a Week, during the Continuance of the Deposit or Lodgment of the Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things so required to be and not removed, the like Sum which would have been otherwise payable in respect thereof for a Month, or the fractional Part of a Month: Provided always, that no Charge shall be made for the Deposit or Lodgment of any Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things which shall not remain at any such Wharf, Quay, or Landing Place more than Twelve Hours: Provided also, that the said Company shall not be bound to receive Deposits or Lodgments in their Warehouses,

unless upon such Terms as they can agree upon with the Parties entitled to or interested in the Goods or Things desired to be so deposited or lodged.

For ascertaining the Weight of Timber and light Goods.

CXXIV. And for the better ascertaining of the Tonnage of Timber and light Goods to be charged with the Payment of the Rates, Tolls, or Duties aforesaid, be it further enacted, That Forty Cubic Feet of round or of square Oak, Ash, Elm, or Beech Timber, and Fifty Cubic Feet of Fir, Deal, Poplar, or Birch Timber, not cut into Scantlings, and Sixty Cubic Feet of light Goods, shall be deemed and rated as and for One Ton.

Owners of Lands may make Wharfs.

CXXV. Provided always, and it is enacted and declared, That nothing herein contained shall prevent any Owner or Owners of or Person or Persons interested in any Ground adjoining the said Navigation and other Works, and not taken by the said Company for the Purpose of being used as Wharfs, Warehouses, Basins, or Roads, or for the general Purposes of this Act, and be retained by them, and be in their actual Occupation, from appropriating the same as Wharfs or Warehouses and for Basins, and Roads connected therewith, for the Reception and Delivery of Goods, Wares, Merchandize, Commodities, and Things, either for his, her, or their own private Use, or for the Use of the Public, so that nevertheless the Navigation and other Works be not in anywise thereby obstructed, and so that any Rates of Wharfage charged to the Public exceed not those hereby authorized to be taken by the said Company of Proprietors.

Payment and Recovery of Rates.

CXXVI. And be it further enacted, That all Tolls, Rates, and Duties becoming due to the said Company under and by virtue of this Act shall be paid to such Person or Persons, at such Place or Places near to the said Navigation and other Works, and under such Regulations and in such Manner as the said Company shall direct or appoint; and in case of Refusal or Neglect of Payment of any Tolls, Rates, or Duties respectively, or any Part thereof, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company may, in case such Tolls, Rates, or Duties shall amount to or exceed the Sum of Twenty Pounds, sue for the same by Action of Debt or upon the Case in any Court of Record, or the said Company, or their Collectors or Agents, may and they are hereby empowered, whether the Tolls, Rates, or Duties exceed the Sum of Twenty Pounds or not, to seize and distrain the Goods, Wares, Merchandize, Commodities, and Things in respect of which such Tolls, Rates, or Duties ought to have been paid as aforesaid, and the Barge, Boat, Vessel, or Raft laden therewith, or any other Goods, Wares, Merchandize, Commodities, or Things belonging to the Owner of such first-mentioned Goods, Wares, Merchandize, Commodities, or Things, or to the Person from whom such Tolls, Rates, or Duties shall be due; and any Barge, Boat, Vessel, or Raft belonging to the Owner of such first-mentioned Barge, Boat, Vessel, or Raft, or to the Person from whom such Tolls, Rates, or Duties shall be due, and respectively being on the said Navigation and other Works or any Part thereof respectively, or any Wharf, Quay, Landing Place, or Warehouse belonging thereto; and detain the same until Payment of all and singular the Tolls,

Rates, or Duties respectively which at the Time of such Seizure and Distress made shall be due and owing to the said Company from the Party or Parties making default as aforesaid on any account whatsoever, together with reasonable Charges for such Seizure and Distress; and if such Distress shall not be redeemed within Ten Days after the taking thereof, the same shall be appraised and sold, and such Tolls, Rates, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent.

Disputes about the Amount of Rates may be settled by a Justice.

CXXVII. Provided always, and be it further enacted, That if any Dispute shall arise concerning the Amount of any such Rates, Tolls, or Duties due, or the Charges occasioned by such Distress as aforesaid, or any other Matter relating thereto, it shall be lawful for the Party so distraining to detain such Distress, or the Money arising from the Sale thereof (as the Case may happen), until the Amount of the Rates, Tolls, or Duties due, and the said Charges and other Matter in dispute shall be ascertained and determined by some Justice or Justices of the Peace for the said County of *Somerset*, who, upon Application made to him or them for that Purpose, shall examine the said Matter upon Oath of the Parties or other Witness or Witnesses, and determine the same; and it shall be lawful for such Justice or Justices to assess and award such Costs to be paid by either of the Parties to the other of them as such Justice or Justices shall think just and reasonable; and in case of Nonpayment thereof on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices, any Overplus, after deducting Charges, being returned to such Party.

Table of Tolls to be exhibited.

CXXVIII. And be it further enacted, That Tables of the Tolls from Time to Time payable, painted in large distinct Black Characters on Boards with a White Ground, shall be affixed and from Time to Time renewed and continued at the several Places where such Tolls shall be taken; and in case any Collector of the Tolls aforesaid shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, he shall forfeit and pay any Sum not exceeding Five Pounds for any such Offence; and that in respect of each Toll House it shall not be lawful for the said Company to demand thereat any Tolls but during such Time as the Board so painted as aforesaid shall remain affixed thereat.

Parts to be charged equally.

CXXIX. Provided always, and be it further enacted, That no Direction or Advance in the aforesaid Tolls, Rates, and Duties to be taken by virtue of this Act 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 Navigation and other Works; but that every such Reduction or Advance of Tolls, Rates, and Duties upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Navigation and other Works upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever

soever using the same, or carrying the same Description of Articles, Matters, and Things thereon; any thing to the contrary thereof in anywise notwithstanding.

Company empowered to demise the Tolls.

CXXX. And be it further enacted, That it shall be lawful for the said Company from Time to Time, by any Instrument in Writing under their Common Seal, to let or demise all or any Part of the Rates, Tolls, and Duties arising from or to be payable under or by virtue of this Act to any Person or Persons, for any Term not exceeding Three Years at any one Time, either by public Bidding or otherwise, provided One Calendar Month's previous Notice be given in some public Newspaper published or usually circulated in the said County of *Somerset* of the Intention of the said Company to let or demise the said Rates, Tolls, and Duties, and so as that the Person or Persons renting the same shall give satisfactory Security to the said Company for the true Performance of his, her, or their Contract; and the Person or Persons so renting the said Rates, Tolls, and Duties, and their Agents, shall have full Power and Authority to ask, demand, collect, and receive the same, and to that end shall be deemed and taken to be a Collector or Collectors appointed by the said Company.

Application of Money to be raised.

CXXXI. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in and towards purchasing Lands and making and maintaining the said Navigation and other Works, and in otherwise carrying this Act into execution.

Power to re-enter Toll Houses, &c.

CXXXII. And be it further enacted, That in case all or any of the said Rates, Tolls, and Duties shall be demised, and the Rent agreed to be paid by such Lessee or Lessees, or any Part thereof, shall be in arrear for the Space of Twenty-one Days next after any of the Days on which the same ought to be paid, or in case there shall be any other Breach of the Terms and Conditions of such Lease on the Part of such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, then and in such Case (although there shall be no Provision for that Purpose in such Lease) it shall be lawful for the said Company, if they shall see fit, to vacate and determine the Lease, and the same shall accordingly be utterly void to all Intents and Purposes, both at Law and in Equity, save as to the past Operation thereof, and without prejudice to the subsisting Remedies in respect of the same; and in case any such Lessee, or in case any temporary or other Collector of the said Rates, Tolls, and Duties, or any Wharfinger or Servant of the said Company, shall be discharged from his Office, or shall die, abscond, or absent himself, and any such Collector, Wharfinger, or Servant who shall be so discharged, or the Wife, Widow, or any of the Children or Family or other Representatives of any Collector, Wharfinger, or Servant who shall die, abscond, absent himself, or be discharged, or any other Person, shall refuse to deliver up the Possession of any Toll House, Weighing Machine, Dwelling House, Office, or other Building, with the Gardens and

other

other Appurtenances thereto respectively belonging, for the Space of Two Days after Demand thereof, made in Writing, left at such Toll House, Weighing Machine, Dwelling House, Office, or Building, or at any of the Toll Houses, Weighing Machines, Dwelling Houses, Offices, or Buildings which shall have been in the Possession of such Lessee, Collector, Wharfinger, Servant, or other Person, such Demand to be signed by any Two of the said Committee (although not assembled at a Meeting), or by the Clerk or Treasurer for the Time being of the said Company, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace for the County of *Somerset*, upon Application made by the said Company, or by the Treasurer or Clerk for the Time being of the Company, by Warrant under their respective Hands and Seals to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll House, Weighing Machine, Dwelling House, Office, or other Building, with the Gardens and all other the Appurtenances thereto belonging, and to remove and put such Lessee or Lessees, or other the Person or Persons who shall be found therein, together with his or their Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, and Duties, and to put the said Company, or their new Lessee, or Collector, Wharfinger, or Servant, Lessees, or Collectors, Wharfingers, or Servants, into the Possession thereof.

Masters of Boats, &c. to give to Collectors an Account in Writing of Goods on board.

CXXXIII. And be it further enacted, That the Master or other Person having the Care of any Barge, Boat, Vessel, or Raft navigating upon the said Navigation and other Works, or any Part thereof, shall give a just Account, in Writing signed by him, to the Collector or Collectors of the said Tolls, Rates, or Duties, or other Officer or Person, Officers or Persons so to be appointed for the Purpose, and at the Place or Places where he or they shall attend for that Purpose, of the several Quantities, Qualities, and Weight of the Goods, Wares, Merchandize, Commodities, and Things in or upon such Barge, Boat, Vessel, or Raft, and of the Place or Places from whence brought, and where it is intended to land the same, and also the Quantities, Qualities, and Weight of such Goods, Wares, Merchandize, Commodities, or Things as shall have been discharged from such Barge, Boat, Vessel, or Raft within the Limits of the said Navigation and other Works, and before its Arrival at the Place where such Account is to be given; and if such respective Goods, Wares, Merchandize, Commodities, or Things shall be liable to the Payment of different Tolls, Rates, or Duties, then such Master or Person shall specify the Quantities liable to the Payment of each of the said Tolls, Rates, or Duties, and such Master or other Person shall, if required, produce at the same Time his Invoice or Bill of Lading; and in case any such Master or other Person shall neglect or refuse to give such Account, or such Account shall be false, or shall neglect or refuse to produce his Invoice or Bill of Lading, if demanded, or shall deliver any Part of his Loading at any other Place or Places than what is or are mentioned in such Account, every Person so offending shall forfeit and pay to the said Company the Sum of Ten Shillings for every Ton of Goods, Wares, Merchandize, Commodities, or Things which shall have been originally in such Barge, Boat, Vessel, or Raft respectively,

spectively, over and above the respective Tolls, Rates, or Duties payable for the same.

If any Difference arise concerning Weight, the Collectors may weigh or measure the Boat.

CXXXIV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates, Tolls, and Duties, and the Master or other Persons having the Charge of any Barge, Boat, Vessel, or Raft, concerning the Weight or Quantity of any such Goods, Wares, Merchandize, Commodities, or Things, it shall be lawful for any such Collector to detain any such Barge, Boat, Vessel, or Raft, and to measure, gauge, and weigh, or cause to be measured, gauged, and weighed, such Barge, Boat, Vessel, or Raft, and all such Goods, Wares, Merchandize, Commodities, and Things as shall be therein respectively contained; and in case the same shall appear to be of greater Weight or Quantity than what is set forth in the Account given thereof as aforesaid, then the Person giving in such Account shall pay the Costs and Charges of such measuring, gauging, and weighing; all which Costs and Charges, upon Nonpayment thereof upon Demand, shall and may be recovered and levied by such Ways and Means and in such Manner as the said Rates, Tolls, and Duties are hereby appointed to be recovered and levied; but if such Goods, Wares, Merchandize, Commodities, and other Things shall appear to be not of greater Weight or Quantity, then the said Company shall pay the Costs and Charges of such measuring, gauging, and weighing, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, Commodities, or Things, such Damages as shall appear to any Justice of the said County of *Somerset*, on the Oath of any credible Witness or Witnesses, to have arisen from such Detention; but in case it shall at any Time be made to appear to any such Justice upon the Complaint of the said Company, upon the like Oath of some credible Witness or Witnesses, that such Detention was without reasonable Ground or Belief, and vexatious on the Part of such Collector, then the said Collector shall himself pay to the said Company all such Costs, Charges, or Damages aforesaid; and in default of immediate Payment thereof by the said Company or by the said Collector (as the Case may be) the same may be recovered from the said Company or from the Collectors (as the Case may be) by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, or by Distress and Sale of their and his Goods by Warrant under the Hand and Seal of any such Justice, rendering the Overplus, if any, upon Demand, after deducting the Costs of such Distress and Sale, to the said Company of Proprietors or to the said Collectors (as the Case may be).

Penalty on Persons evading the Tolls.

CXXXV. And be it further enacted, That in case any Person navigating or intrusted with the Care of any Barge, Boat, Vessel, or Raft upon the said Navigation and other Works, or any Part thereof respectively, shall, with Intent to evade the due Payment of any of the Tolls, Rates, or Duties hereby made payable, take on board or discharge from any Barge, Boat, Vessel, or Raft any Goods, Wares, Merchandize, Commodities, Articles, Matters, or Things whatsoever at any other Place or Places than at the public or private Wharfs, Quays, or Landing Places upon or belonging to the said Navigation

and other Works, without having previously obtained Permission in Writing for that Purpose from the Committee of Management, or from some one of the Collectors of the Tolls or Agents of the said Company, or in case any Person shall do any other Act with Intent to evade the Payment of the said Tolls, Rates, or Duties, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding the Sum of Five Pounds.

Passage of Canals to be free on Payment of Tonnage.

CXXXVI. And be it further enacted, That all Persons shall have free Liberty to use with Horses, Cattle, and Carriages the said Company's Roads, Ways, and Passages (other than the Towing Paths) for the Purpose of conveying any Timber, Goods, Wares, Merchandize, or other Things to or from the said Navigation and other Works, and also to navigate and use the said Navigation and other Works with Barges, Boats, Vessels, or Rafts properly constructed for the Purpose of conveying the like Matters, and the Towing Paths for hauling the same, and to employ the said Company's Wharfs, Quays, and Landing Places belonging to or actually occupied by the said Company for the loading and unloading, Deposit and Lodgment of such Timber, Goods, Wares, Merchandize, and other Things, upon Payment only of such Rates and Tolls as shall be demanded by the said Company pursuant to this Act, and subject to the Rules and Regulations herein mentioned, or which shall be from Time to Time made by the said Company by virtue of the Powers herein granted: Provided always, that Barges, Boats, Vessels, or Rafts shall not, without the Licence of the said Company, pass upon the said Navigation and other Works at any other Times than between the Hours of Six in the Morning and Six in the Evening during the Months of *November*, *December*, *January*, and *February*, and between the Hours of Five in the Morning and Eight in the Evening during the Months of *March*, *April*, *September*, and *October*, and between the Hours of Five in the Morning and Ten in the Evening during the Months of *May*, *June*, *July*, and *August* in every Year.

For preventing Toll Collectors misbehaving

CXXXVII. And be it further enacted, That every Toll Collector shall immediately on his coming on Duty place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of his Stop Gate or Toll House, each of the Letters of such Names 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 in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be on Duty; and if any Collector shall make default therein, or shall demand or take a greater or less Toll, Rate, or Duty from any Person than he shall be authorized to do, or shall refuse to permit any Person to read the Inscription on any Board or Boards affixed at such Stop Gate or Toll House, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, on having paid the said Tolls, Rates, or Duties, or any of them, or shall in answer to such Demand give a false Name or Names, or upon the legal Toll, Rate, or Duty being paid or tendered shall unnecessarily detain or wilfully obstruct, hinder, or prevent the passing of any Barge, Boat, Vessel, or Raft, then and in every such Case, every such Toll Collector shall forfeit

forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Wharfingers not to give Preference.

CXXXVIII. And be it further enacted, That if any Wharfinger or other Servant of the said Company of Proprietors, or any other public Wharfinger or his Servant, shall give any undue Preference, or show any Partiality, in loading or unloading any Goods or other Things at any public Wharf, Warehouse, Weighbeam, Crane, or other Machine, every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings.

Power of Justices upon Application of Company to fix the Sum to be paid for Parcels.

CXXXIX. And be it further enacted, That it shall be lawful for the Justices present at any General or Quarter Sessions of the Peace to be held in and for the said County of *Somerset*, upon Application to be made by the said Company, from Time to Time to ascertain and fix the Price or Rate, Prices or Rates to be charged for the Carriage upon the said Navigation and other Works, or any Part thereof, of Parcels not exceeding each Five hundred Weight; and the said Company shall from Time to Time cause to be affixed upon every public Wharf on the said Rivers, Canal, and Cuts, in some conspicuous Place, a Notice particularizing the Price or Rate, Prices or Rates so to be ascertained and fixed; and in case any Owner, Master, or other Person having the Care of any Barge, Boat, Vessel, or Raft navigating upon the said Navigation and other Works, or any Part thereof, shall, after such Notice shall be so affixed as aforesaid, demand or take for the Carriage of any such Parcel more than the Price or Rate aforesaid, such Owner, Master, or other Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, nor less than Forty Shillings, at the Discretion of the Justice before whom such Person shall be convicted.

Occupiers of adjoining Lands may use Boats on the Canal, &c.

CXL. And be it further enacted, That it shall be lawful for every or any Occupier of any Lands adjoining to the said Rivers, Canal, and Cuts to use upon the said Rivers, Canal, and Cuts any Boats for conveying Manure, Farm Produce, and Implements of Husbandry from any Farm or Lands to any other Farm or Lands of the same Occupier adjoining or immediately opposite thereto, or within the Distance of Three hundred Yards therefrom, without paying any Tolls, Rates, or Duties for the same, so as such Boats do not pass by, through, or on any Lock to be made by virtue of this Act, and so as the same do not obstruct or prejudice the Navigation of the said Rivers, Canal, or Cuts, or the Towing Paths on the Sides thereof; and the respective Owners of all such Boats shall in their own Lands make convenient Places for such Boats to lie in, and shall not suffer the same to be moored or remain upon the said Navigation and other Works.

Owners to put their Names and Numbers on the Outsides of their Boats.

CXLI. And be it further enacted, That the Owner or Owners of every Barge, Boat, or other Vessel navigating the said Navigation and other Works shall cause his, her, or their Name or Names and Place or Places of Abode, and the Number of such Barge, Boat, or other Vessel, to be entered in the Office of the said Company, and shall also cause such Name or Names and Number to be painted, and continued and renewed from Time to Time, in large White Capital Letters

Letters and Figures on a Black Ground, Three Inches high at the least and of a proportionate Breadth, on some proper and conspicuous Part of the Outside of every such Barge, Boat, or other Vessel, and shall permit and suffer every such Barge, Boat, or other Vessel to be gauged, weighed, and measured at the Expence of the said Company whenever it shall be required by them or any Person or Persons by them appointed for that Purpose, and every Owner or Owners, by himself, herself, or themselves, offending in or about the Premises, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Owners of Boats to be accountable for Damages done by their Servants.

CXLII. And be it further enacted, That the Owner or Owners of every Barge, Boat, Vessel, or Raft passing upon the said Navigation and other Works, or any Part thereof, shall be and he, she, and they is and are hereby respectively made, answerable for any Trespass, Damage, Spoil, or Mischief that shall be done to the said Navigation and other Works, Bridges and Works made by virtue of this Act, or any Building, Erection, Lands, or Hereditaments near thereto, whether belonging to the said Company or not, by such Barge, Boat, Vessel, or Raft, or the Horses used in drawing the same, or by any of the Persons belonging to or employed in or about the same respectively, either by loading or unloading, navigating, wasting the Water, or by any means whatsoever; and the said Owner or Owners shall, upon Conviction of such Person or Persons before some Justice of the Peace of the said County of *Somerset*, either by the Confession of the Person or Persons offending, or upon the Oath or Affirmation or Oaths or Affirmations of some credible Witness or Witnesses (which Oath or Oaths such Justice is hereby empowered and required to administer), pay the Party or Parties injured the Damages to be ascertained by such Justice, provided that such Damages do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and the same shall be levied by Distress and Sale of the Goods and Chattels of such Owner or Owners, 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 Twenty Pounds, then and in such Case the said Owner or Owners may be sued and prosecuted for the same in any of His Majesty's Courts of Record, and if a Verdict or Judgment shall be given against him, her, or them, either on Proof made, or by Default, or upon Demurrer or otherwise, the Plaintiff or Plaintiffs in such Case shall recover the Damages thereby sustained, with full Costs of Suit; and if such Owner or Owners shall be compelled to make Satisfaction for Damages, or to pay any Penalty, by reason of any wilful Act, Neglect, or Default of his, her, or their Boatmen or Servants, then and in such Case every such Boatman or Servant shall be liable to repay such Satisfaction for Damages and Penalty, with the Costs attending the same, to such Owner or Owners, and in case of Nonpayment thereof on Demand, the same shall be recovered in like Manner as any Penalty can or may by virtue of this Act be recovered.

Owners may recover from their Servants.

CXLIII. And be it further enacted, That the said Company shall, in such Parts of the said Navigation and other Works as shall not be of

Proper Places to be made for

Boats to turn or lie in.

of sufficient Breadth for Two Barges, Boats, Vessels, or Rafts to pass each other, or for a Barge, Boat, Vessel, or Raft to turn about or lie, open and cut in the Lands adjoining to the said Rivers, Canals, and Cut proper Spaces or Places, at convenient Distances from each other, for the passing, turning, and lying of Barges, Boats, Vessels, and Rafts; and any Barge, Boat, Vessel, and Raft navigating the said Navigation and other Works shall upon meeting any other Barge, Boat, Vessel, or Raft, stop at or go back to and lie in the said Spaces or Places, in such Manner as the said Company shall direct and appoint; and the Master of any Barge, Boat, Vessel, or Raft as to which there shall be any such Default, shall forfeit and pay any Sum not exceeding Five Pounds.

Vessels lying so as to obstruct the Navigation to be removed.

CXLIV. And be it further enacted, That if any Barge, Boat, Vessel, or Raft shall be placed in any Part of the said Navigation and other Works so as to obstruct the Navigation thereof, and the Person having the Care of such Barge, Boat, Vessel, or Raft shall not immediately, upon Request made for that Purpose, remove the same, he shall for every such Offence forfeit and pay a Sum not exceeding Ten Shillings nor less than Five Shillings for every Hour such Obstruction shall continue; and it shall be lawful for the Agents or Servants of the said Company to cause any such Barge, Boat, Vessel, or Raft to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing such Obstruction, and to detain such Barge, Boat, Vessel, or Raft, and the Loading thereof, or any Part of such Loading, until the Charges occasioned by such Unloading and Removal are paid; and if any Barge, Boat, Vessel, or Raft shall be sunk in any Part of the said Navigation and other Works, and the Person having the Care or the Owner of such Barge, Boat, Vessel, or Raft shall not, without Loss of Time, weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company to cause such Barge, Boat, Vessel, or Raft to be weighed or drawn up, and to detain the same, and the Loading thereof, or any Part of such Loading, till the Charges occasioned thereby are paid.

Persons overloading and obstructing the Passage of the Canal, &c. to forfeit Five Pounds.

CXLV. And be it further enacted, That if any Person shall float any Timber upon any Part of the said Navigation and other Works, without having the same properly hooded or otherwise secured, agreeably to the Rules and Regulations to be from Time to Time made and promulgated for the orderly using of the said Navigation and other Works, or shall suffer the Loading of any Barge, Boat, Vessel, or Raft to lie over the Sides thereof, or shall overload any Barge, Boat, Vessel, or Raft, so as by such Overloading to obstruct or be liable to obstruct the Passage of any other Barge, Boat, Vessel, or Raft on the said Navigation and other Works, and shall not immediately upon Notice given to the Person having the Care of such respective Barge, Boat, Vessel, or Raft remove so much of the Loading as shall lie over the Sides, or shall obstruct or be liable to obstruct the Passage aforesaid, so as to make a free Passage for other Boats, Barges, Vessels, or Rafts, every such Person floating such Timber, or having the Care of such Barge, Boat, Vessel, or Raft, shall forfeit and pay for every such Offence the Sum of Five Pounds; and if any Person shall throw any Ballast, Gravel, Stones, or Rubbish

into any Part of the said Navigation and other Works, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds; which said respective Forfeitures shall be paid to the said Company, to be by them applied for the Purposes of the said Navigation.

Penalty on throwing Ballast, &c. into the Canal, &c.

CXLVI. And be it further enacted, That if One or more Barges, Boats, Vessels, or Rafts shall be at or within Three hundred Yards of the Bottom of any Lock, and there shall be One or more Barges, Boats, Vessels, or Rafts at or within Three hundred Yards of the Top of the same Lock, every Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Bottom of the Lock shall pass up by means thereof at the same Time that a Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Top of the Lock shall descend, or immediately afterwards, to the Intent that no more Water or Power may be used than is absolutely necessary; and if there should be no Barge, Boat, Vessel, or Raft at or within Three hundred Yards of the Top or Bottom respectively of the Lock, but One or more Barges, Boats, Vessels, or Rafts shall be in sight or expected to arrive, every or any Barge, Boat, Vessel, or Raft at the Bottom or Top respectively of the Lock may be detained for any Time not exceeding Ten Minutes for the Arrival of a Barge, Boat, Vessel, or Raft at the Top or Bottom respectively of the same Lock; and for the Safety of the Works on the Navigation and other Works, and to prevent Accidents to the Barges, Boats, Vessels, and Rafts, and their Cargoes, no Boatman or other Person whatever, other than a Servant of the said Company duly authorized, shall, without the Consent of some duly authorized Agent of the said Company, attempt on any Pretence whatever to let down or to raise any Barge, Boat, Vessel, or Raft, and if any one shall offend contrary to this Provision, he shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds.

Regulations for Vessels passing the Locks.

CXLVII. And be it further enacted, That if any Person or Persons whosoever shall want only or through Carelessness or Negligence flash or draw off the Water from any Part of the said Navigation and other Works, or open any Swing or Draw Bridge, except when necessary, or leave the same open longer than necessary, for the Passage of any Barge, Boat, Vessel, or Raft, or do any other Act to the Prejudice of the said Navigation, every such Person so offending, and being thereof convicted before some Justice or Justices of the Peace for the said County of *Somerset* by the Oath of One or more Witness or Witnesses, shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Five Pounds nor less than Twenty Shillings, at the Discretion of the said Justice or Justices.

Penalty on Persons wasting the Water.

CXLVIII. And be it further enacted, That if any Person shall wilfully and maliciously and to the Prejudice of the said Navigation break, throw down, or destroy any Bridge, Bank, or other Work to be made by virtue of this Act, or any Part of the Materials of any Work, every Person so offending and being lawfully convicted of any such Offence shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of simple Larceny.

To prevent destroying the Works.

CXLIX. And

For securing transient Offenders.

CXLIX. And whereas Persons guilty of Offences against this Act may be transient Persons, unknown to the Collectors, Surveyors, and other Officers acting under this Act, be it further enacted, That it shall be lawful for the said Collectors, Surveyors, and Officers respectively, and such Persons as they may call to their Assistance, to seize and detain any such unknown Person or Persons guilty of an Offence against this Act, and convey him, her, or them before some Justice or Justices of the Peace for the said County of *Somerset*, without any other Warrant or Authority than this Act for so doing, and such Justice or Justices of the Peace respectively is and are hereby respectively empowered and directed to proceed immediately to the Conviction or Acquittal of such Offender or Offenders.

Recovery and Application of Penalties.

CL. And be it further enacted, That every Penalty and Forfeiture for any Offence imposed by this Act, or by virtue of any Bye Law, Order, or Rule made in pursuance hereof, the Manner of levying and recovering of which is not herein particularly mentioned or directed, shall be adjudged by and recovered before any Justice of the Peace acting within his Jurisdiction in a summary Way, and such Justice is hereby empowered to convict the Offender upon Information by the Oath or Affirmation of any Person or Persons, or on the Confession of the Party offending (which Oath or Affirmation such Justice is hereby authorized to administer); and in default of Payment of such Penalty or Forfeiture the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrants under the Hand and Seal of such Justice, rendering the Overplus (if any), on Demand, to the Party whose Goods and Chattels shall be so distrained and sold, the reasonable Charges of such Distress and Sale being first deducted; and, where no contrary Direction is contained in this Act, Half of the Penalty and Forfeiture when recovered shall be paid to the Informer, and the remaining Half thereof to the said Company, for the Use and Benefit of the said Company, unless such Penalty or Forfeiture shall be incurred by the said Company, in which Case the same shall be paid, one Half to the Informer, and the other Half to the Overseers of the Poor of the Parish or Place within which the Offence shall be committed, to be applied by such Overseers to the Benefit of the Poor of such Parish or Place; and in case such Penalty and Forfeiture shall not be forthwith paid, such Justice shall order the Offender to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of Distress, unless the Offender shall give sufficient Security, to the Satisfaction of such Justice, for his or her Appearance before such Justice, or before some other Justice of the Peace for the said County, on such Day as shall be appointed for the Return of such Warrant of Distress, (such Day not being more than Eight 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 such Charges as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of any such Justice, upon the Confession of the Offender or otherwise, that he or she hath not sufficient Goods and Chattels whereupon such Penalty, Forfeiture, and Charges could be levied if a Warrant of Distress

Distress should be issued, so that it would be useless for such Justice to issue such Warrant of Distress, it shall be lawful for such Justice and he is hereby required, by Warrant under his Hand and Seal, to commit such Offender to the Common Gaol or House of Correction, with or without Labour, for the said County of *Somerset*, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture shall be sooner paid and satisfied, together with all Charges attending such Proceedings as aforesaid (to be ascertained by such Justice), or unless such Offender shall be otherwise discharged by due Course of Law.

Form of Conviction.

CLI. And be it further enacted, That every Justice of the Peace before whom any Person shall be convicted of an Offence against this Act may cause the Conviction to be drawn up according to the following Form, or any other Form to the like Effect; (*videlicet*,)

' } BE it remembered, that on the Day of
' to wit. } in the Year of our Lord
' at *A. B.* of is convicted before
' me, *C. D.*, one of His Majesty's Justices of the Peace for the County
' of *Somerset*, for that he the said *A. B.* on the Day of
' at did [*specify the Offence and the*
' *Time and Place of Commission*], contrary to an Act passed in the
' Year of the Reign of King *William* the Fourth,
' intituled [*here set forth the Title of this Act*]; and I therefore declare
' and adjudge that the said *A. B.* has forfeited for the said Offence
' the Sum of *or* shall be committed to
' for the Space of . Given under my Hand and Seal
' the Day and Year first above written.'

Justices may proceed by Summons in the Recovery of Penalties.

CLII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance thereof, 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 convict the Offender, and to adjudge him or her to pay the Penalty or Forfeiture, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited or taken before such Justice, and all such Proceedings by Summons without Information in Writing or in Print shall be as valid and effectual to all Intents and Purposes as if an Information in Writing or in Print were exhibited.

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

CLIII. And be it further enacted, That when any Sum of Money shall in pursuance of this Act be directed by any Justice or Justices of the Peace to be paid by the said Company, and such Sum of Money shall not be paid by the said Company to the Party or Parties entitled to receive the same within Ten Days after Demand in Writing shall have been made upon the Treasurer or Clerk of the said Company, then in such Case the Amount may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the

the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace of the said County of *Somerset*, which Warrant any such Justice is hereby required to grant under his Hand and Seal, on Application made to him for that Purpose by the Party or Parties entitled to receive such Sum of Money; 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.

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

CLIV. And be it further enacted, That where any Damages, Costs, Charges, or Expences are by this Act directed or authorized to be paid or recovered, in addition to any Penalty or Forfeiture, the Amount of such Damages, Costs, Charges, or Expences, in case of Dispute respecting the same, shall be settled, ascertained, and determined by the Justice or Justices of the Peace by or before whom the Offender shall be convicted, and such Justice or Justices is and are hereby authorized and required, on Nonpayment thereof, to levy such Damages, Costs, Charges, and Expences by Distress and Sale, in manner by this Act directed for the levying of any Penalties or Forfeitures: Provided always, that the Justice or Justices before whom any Complaint or Matter may be brought by virtue of this Act may order such Monies to be paid for the Expences, Assistance, or Attendance of Witnesses, Constables, or others, in addition to any Penalty, Forfeiture, or other Sum, as such Justice or Justices may deem reasonable.

Persons aggrieved by Irregularity in Distress may recover Damages.

CLV. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio* on account of any Irregularity which shall be afterwards committed by the Party or Parties distraining, but the Person or Persons aggrieved by such Irregularity shall and may recover full Satisfaction for the special Damage in an Action upon the Case.

Persons aggrieved may appeal to the Quarter Sessions.

CLVI. And be it further enacted, That any Person thinking himself aggrieved by any Rule, Bye Law, or Direction of the said Company, or by any Order or Judgment given in pursuance thereof, also the said Company, and all other Persons, Bodies Politic and Corporate, who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or Justices of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held in and for the said County of *Somerset*, first giving Fourteen Days Notice in Writing of such Intention to appeal, and of the Nature thereof, to the opposite Party and

forthwith after such Notice entering into Recognizance before some Justice of the Peace of the same County with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, adjourn the hearing thereof to the next following General or Quarter Sessions of the Peace to be held in such County; and the said Justices may, if they see Cause, mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in respect of the Proceedings appealed against, and may also order and award such further Satisfaction and Costs to be made and paid to the Party injured as they shall adjudge reasonable.

No Certiorari.

CLVII. And be it further enacted, That no Assessment, Verdict, Judgment, Order, Conviction, or Proceeding to be had and taken in pursuance of any of the Provisions of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation of Actions.

CLVIII. And be it further enacted, That no Action, Suit, or Information shall be brought or commenced against any Person or Persons for any thing to be done in pursuance or under colour of this Act, or in the Execution of the Powers or Authorities herein contained, unless Fourteen Days previous Notice shall be given in Writing by the Person or Persons intending to commence such Action, Suit, or Information to the proposed Defendant or Defendants, nor after sufficient Satisfaction tendered by the proposed Defendant or Defendants, nor unless such Action, Suit, or Information shall be brought or commenced within Six Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages, then within Six Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards, and shall be laid and brought in the County where the Matter in dispute or Cause of Action shall arise, and not elsewhere; and the Defendant or Defendants in such Action, Suit, or Information may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and show that the same was done in pursuance of this Act, or in the due Execution of the Powers or Authorities herein contained; and if it shall happen to have been so done, or if any such Action, Suit, or Information shall have been brought or commenced before or after the Time limited for bringing the same, or in any other County or Place than as aforesaid, or after sufficient Satisfaction tendered as aforesaid, then and in every such Case the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of his, her, or their Action, Suit, or Information after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff

or

or Plaintiffs, the Defendant or Defendants shall (if the Judge or Court shall certify the same to have been vexatious) have his, her, or their Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Case by Law.

All Notices given by the Company to be signed by their Clerk.

CLIX. And be it further enacted, That in all Cases where it may be requisite for the said Company to give any Notice to any Body Politic, Corporate, or Collegiate, or to any Person whomsoever, it shall be sufficient for such Notice to be signed by the Clerk of the said Company, without being required to be under the Common Seal of the said Company.

Declaring what shall be good Service of Notice on the Company.

CLX. And be it further enacted, That in all Cases wherein it may be requisite for any Person or Party to serve any Summons, Notice, Writ, or other Proceedings or Matter, at Law, in Equity, or otherwise, upon the said Company, Service thereof respectively at the principal Office of the said Company, or upon any Member of the said Committee, or left at his usual or last Place of Abode, or upon the Clerk of the said Company, or left at the Office of such Clerk or at his usual or last Place of Abode, or upon any Officer or Servant of the said Company, or left at his usual or last Place of Abode, shall be deemed good and sufficient Service of the same respectively on the said Company.

Clerk of the Company may grant Releases to Witnesses.

CLXI. And be it further enacted, That in all Actions and Suits at Law or in Equity for any Claim against or on behalf of the said Company, and in all Prosecutions by or against the said Company, and in all Arbitrations, References, or other Proceedings in which the said Company may be concerned, it shall be lawful for the Clerk of the said Company, not being personally interested otherwise than as a Proprietor of Shares in the said Undertaking, in his own Name, for and on behalf of the said Company, to make, sign, seal, and execute and deliver all such general or other Releases as may be deemed necessary for the Purpose of discharging any Witness or Witnesses in such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from subsisting Claims or Demands, so as to qualify him, her, or them to give Evidence, and also to do any other Act, Matter, or Thing in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings which any Plaintiff or Defendant might do; 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 were made under the Common Seal of or done by the said Company.

General Power to Justices to administer Oaths.

CLXII. And be it further enacted, That in all Cases in which any Justice or Justices of the Peace is or are authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice or Justices, and he and they is and are hereby required, to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice or Justices.

CLXIII. And

For compelling Witnesses to attend.

CLXIII. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice or Justices of the Peace, touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice or Justices of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or 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 Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined on Oath, or (in the Case of a Quaker) on Affirmation, to give Evidence before such Justice or Justices, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

How Debts may be proved in Cases of Bankruptcy.

CLXIV. And be it further enacted, That in case any Person or Persons against whom the said Company may have any Claim or Demand shall become bankrupt or insolvent, the Clerk or Treasurer of the said Company for the Time being may do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in choice of Assignees, signing Certificates, and other Matters and Things in respect of or relating to the Claim or Demand of the said Company, as any Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of his Debt or Claim.

Authenticated Bye Laws to be Evidence.

CLXV. And be it further enacted, That in all Cases of Prosecution for Offences against any of the Bye Laws, Orders, or Rules of the said Company, the Production of a written or printed Paper, purporting to be the Bye Laws, Orders, or Rules of the Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Orders, or Rules, and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Orders, or Rules as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Orders, or Rules, or hath not been duly affixed and generally continued in manner by this Act directed.

Saving Rights of Commissioners of Sewers.

CLXVI. And be it further enacted, That nothing herein contained shall extend or be construed to extend to lessen or take away the Powers of the present or any future Commission of Sewers for the said County of *Somerset*, but that the same shall continue in full Force and Effect, and that the Commissioners of Sewers for the Time being shall have the same Power over the said Rivers and Drains hereby authorized to be made, and all Clyeses, Drains, Trenches, Sewers,

Sewers, Banks, and other Works in or upon the same, as such Commissioners would have had if this Act had not been passed: Provided always, that the said Commissioners shall not interrupt or hinder the Execution of this Act, or prejudice the Navigation or Works hereby intended to be made.

No Justice being one of the Company to act.

CLXVII. Provided always, and be it further enacted, That no Justice of the Peace who may be one of the said Company, or who may enjoy any Office of Trust or Profit under them, or who may be in any way interested in the Matter in question, shall, while a Proprietor or enjoying any such Office, or so interested, act in the Execution of any of the Powers or Authorities given by this Act.

Paying the Expences of the Act.

CLXVIII. And be it further enacted, That the Costs and Charges of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates incident thereto, and all other Costs, Charges, and Expences concerning the same, shall be borne, paid, and defrayed by the said Company of Proprietors in preference to any other Payment whatsoever.

Public Act.

CLXIX. 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.

SCHEDULE.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Edward Berkeley Portman, Esq.	- - -	Himself - -	Puckington -	Cottage and Garden.
Charles Hooper - -	- - -	Himself - -	Curry Rivell -	Ditto.
Thomas Best, Esquire, Commissioner of West Moor Inclosure.	- - -	John Lock, John Male, Henry Bownsey, James Lawrence, Samuel Bussell, James Brookman, John Burn, John Crocker, George Lawrence, and James Ray.	Extra-parochial -	Various Cottages and Gardens, being Encroachments from West Moor, taken by Thomas Best, Esqnire, the Commissioner for inclosing the Moor, and being about to be demolished, and the Sites allotted as Portions of the Moor.
James Gillett - -	- - -	Himself - -	Ditto - -	Cottage and Garden.
Hannah Meechem -	- - -	Joseph Gillett -	Ditto - -	Ditto.
Samuel Taylor - -	- - -	Himself - -	Curry Rivell -	Orchard.
Henry Stuckey - -	- - -	Himself - -	Ditto - -	Ditto.
William Hooper -	- - -	Henry Male -	Ditto - -	Cottage and Garden.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Mary Louch - -	- - -	Samuel Richards -	Curry Rivell -	Cottage and Garden.
George Louch - -	- - -	Robert Tucker -	Ditto - -	Ditto.
William Ceely Trevillian, Esquire.	- - -	Vincent Wallis -	Drayton - -	Orchard.
Walter Long, Esquire -	- - -	John Coate and James Coate.	Muchelney -	Withy Bed.
The Bishop of Bath and Wells.	John Stacey -	Joseph Case - -	Huish Episcopi -	Orchard.
The said Bishop - -	John Stacey -	Himself - -	Ditto - -	Orchard.
The said Bishop - -	Henry Coggan -	Joseph Barnard -	Ditto - -	Orchard.
James Broadmead -	- - -	Himself - -	Ditto - -	Tannery, &c.
The Bishop of Bath and Wells.	James Barnard -	Himself - -	Ditto - -	Orchard.
Ditto - -	Elizabeth Michell -	Martin Kiddell -	Ditto - -	Orchard.
Ditto - -	William Wheller -	Himself - -	Ditto - -	Orchard.
Mary Michell - -	- - -	James Lenthall -	Ditto - -	Orchard.
Henry Lovibond -	- - -	Himself - -	Ditto - -	Houses and Buildings.
Robert Bagehot, Esquire	- - -	Richard Hurman -	Ditto - -	House and Garden.
Vincent Stuckey, Esquire	- - -	Stuckey and Bagehots	Curry Rivell -	Coal Yard and Buildings thereon.
Ditto - -	- - -	Ditto - -	Langport Eastover	Ditto.
Octavus Michell, Esquire	- - -	John Turner - -	Curry Rivell -	Ditto.
George Acland Barbor, Esquire.	- - -	Thomas Fido -	Ditto - -	Garden.
Benjamin Lock - -	- - -	Himself - -	Ditto - -	House and Garden.
George Williams -	- - -	Himself - -	Aller - -	Ditto.
Joel Broadway Horsey and John Broadway Horsey.	- - -	Henry Coggan -	Ditto - -	Orchard.
Mary Douglas - -	- - -	Ditto - -	Curry Rivell -	Ditto.
Benjamin Langford -	- - -	Himself - -	Stoke St. Gregory -	House, Garden, and Willow Bed.
The Dean and Chapter of Wells.	- - -	Grace Coate - -	Ditto - -	Orchard and Withy Bed.
The Representatives of Edward Palmer.	- - -	Joan Coate - -	Aller - -	Withy Bed.
George Acland Barbor, Esquire.	John Lockyer -	Sarah Boobyer -	Stoke St. Gregory -	Orchard.
Ditto - -	John Boobyer -	John Boobyer -	Ditto - -	Ditto.
Ditto - -	Sarah Boobyer -	Sarah Boobyer -	Ditto - -	Ditto.
Ditto - -	Grace Coate -	Grace Coate - -	Ditto - -	Ditto.
Ditto - -	John Lockyer -	Matthew Langdon -	Ditto - -	Ditto.
Ditto - -	John Gully -	John Gully - -	Ditto - -	Garden.
Ditto - -	Ditto - -	Ditto - -	Ditto -	Orchard.
John Gully - -	- - -	Himself - -	Stoke St. Gregory -	Garden.

Owners of the Fee.	Lessees.	Occupiers.	Parish in which situate.	Quality or Description.
Representatives of Edward Palmer.	- - -	Henry Coate -	Aller - - -	House and Garden.
Thomas House - -	- - -	Himself - -	Stoke St. Gregory	Withy Bed.
John Coate - -	- - -	Himself - -	Ditto - -	Cottage and Garden.
Hannah Gully - -	- - -	Hannah Gully and John Gully.	Ditto - -	Ditto.
Thomas House -	- - -	Himself - -	Ditto - -	Orchard.
William Calder - -	- - -	Himself - -	Ditto - -	Garden.
Thomas House - -	- - -	Himself - -	Ditto - -	Orchard and Withy Bed.
Anthony Culverwell -	- - -	Himself - -	Othery - -	Orchard.
George Pearce - -	- - -	Himself - -	Stoke St. Gregory	Cottage, Garden, and Orchard.
Thomas House - -	- - -	Himself - -	Ditto - -	Orchard.
Ditto - -	- - -	Stuckey and Bagehots	Ditto - -	Cottage and Garden.
Ditto - -	- - -	Thomas House -	Ditto - -	Orchard.
William Langford -	- - -	Robert Dyke - -	Ditto - -	House, Garden, and Orchard.
James Smith - -	- - -	Himself - -	Ditto - -	House and Garden.
Ditto - -	- - -	Ditto - -	Ditto - -	Orchard.
Henry Dibble - -	- - -	George Poole -	Ditto - -	House and Garden.
John Hancock - -	- - -	Himself - -	Ditto - -	Ditto.
John Hancock the younger	- - -	William Bell -	Ditto - -	Ditto.
The Trustees of William Wheaton Chard.	- - -	James Somers -	Othery - -	Orchard.
Ditto - -	- - -	Ditto - -	Ditto - -	Ditto.
William Hembury -	- - -	John Palmer	Stoke St. Gregory	House and Garden.
John Knight - -	- - -	Himself - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto - -	Orchard.
Ditto - -	- - -	Ditto - -	Ditto - -	Garden and Orchard.
Tamar Bell - -	- - -	Tamar Bell - -	Ditto - -	House and Garden.
Mary Bell - -	- - -	Herself - -	Ditto - -	Ditto.
Mary Smith and George Smith.	- - -	Themselves - -	Ditto - -	Houses, Garden, and Orchard.
Richard Bridge - -	- - -	William Winslade -	Othery - -	Orchard.
William Beck - -	- - -	Himself - -	Stoke St. Gregory	Houses, Garden, and Orchard.
James Goodson - -	- - -	Himself - -	Ditto - -	Ditto.
Thomas Bathe - -	- - -	Himself - -	Othery - -	Orchard.

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