



ANNO NONO

GEORGI IV. REGIS.

Cap. xcvi.

An Act to enable the *Tees* Navigation Company to make a navigable Cut from the East Side of the River *Tees*, near *Portrack* in the County of *Durham*, into the said River near *Newport* in the Township and Parish of *Acklam*, in the North Riding of the County of *York*. [19th June 1828.]

WHEREAS an Act was passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making a navigable Cut from the East Side of the River Tees near Stockton, through the Neck of Land, into the said River near Portrack in the County of Durham, and for making various other Improvements in the Navigation of the said River between the Town of Stockton and the Sea*, whereby several Persons were united and made One Body Politic and Corporate by the Name and Style of "The *Tees* Navigation Company," for the Purpose of making such last-mentioned navigable Cut, and the several other Works and Improvements in the said Act mentioned: And whereas the said navigable Cut and other Works authorized to be made by the said recited Act have been made and completed, and the said Company of Proprietors have expended thereon the Whole of the Money by such Act authorized to be raised: And whereas an additional navigable Cut or Canal from the East Side of the River *Tees*, near *Portrack* in the Parish of *Stockton-upon-Tees* in the County of

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[Local.]

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Durham,

Durham, to and into the said River at or near *Newport* in the Township and Parish of *Acklam* in the North Riding of the County of *York*, would materially conduce to the further Increase of the Trade of the Port and Town of *Stockton*, and would also be of considerable public Benefit and Utility: And whereas it is expedient that some of the Powers and Provisions contained in the said recited Act should be repealed, or altered, amended, extended, enlarged, and explained, and that further and more effectual Powers and Provisions should be granted and made, and that Money should be raised in manner herein-after mentioned: And whereas the several Purposes aforesaid cannot be accomplished without the Aid and 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 the said recited Act, and all and every the Powers and Provisions, Rates, Tolls, Duties, Penalties, Forfeitures, Payments, Exemptions, Remedies, Matters, and Things therein contained, shall (save and except such Parts thereof as are varied, altered, or repealed,) be as good, valid, and effectual for carrying this Act into Execution as if the same had been repeated and re-enacted in this Act.

Powers of recited Act extended to this Act, except as hereby altered.

Repeal of so much of recited Act as relates to Appointment of Commissioners for settling Differences.

II. And be it further enacted, That so much of the said recited Act as relates to the Appointment of Commissioners for settling, determining, and adjusting such Questions, Matters, and Differences as are therein mentioned, and all the Powers by the said herein-before recited Act vested in or given to such Commissioners, shall be and the same are hereby repealed: Provided always, that nothing herein contained shall invalidate, prejudice, alter, or affect any Acts, Orders, or Judgments made, done, executed, or passed in conformity with the said recited Act, by or before the said Commissioners, previously to the passing of this Act.

Repeal of Power to make Compensation by annual Rents, and directing the same to be made in gross Sums.

III. And be it further enacted, That so much of the said recited Act as authorizes or directs any Compensation or Satisfaction to be made for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes of the said recited Act, by annual Rent, shall be and the same is hereby repealed; and from henceforth all such Compensations and Satisfactions shall be made by a Sum in gross: Provided always, that nothing herein contained shall affect or invalidate any Compensations or Satisfactions already made, and which are or shall be payable at the Time of the passing of this Act: Provided always, that it shall be lawful for the said Company, with the Consent of the Parties interested, to purchase, for a Sum or Sums in gross, any annual Rent or Rents now payable by them as a Compensation or Satisfaction for any Lands, Tenements, or Hereditaments purchased for the Purposes of the said recited Act by any annual Rent or Rents.

Repealing Clause respecting

IV. And be it further enacted, That so much of the said recited Act as directs that Recompence and Satisfaction shall be made for all the Tithes of the Lands which shall be taken or made use of by the

the said Company, to the several Persons who may be entitled thereto, shall be and the same is hereby repealed: Provided always, that nothing herein contained shall affect or invalidate any Recompence or Satisfaction, by Rents, Charge, or otherwise, which the said Company shall have made or granted for Tithes previous to the passing of this Act. Compensation for Tithes.

V. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, by themselves, their Deputies, Agents, Officers, Workmen, Servants, or Assistants, to make and maintain navigable for Ships and other Vessels trading to and from the Port of *Stockton* a Cut or Canal (communicating at both Ends with the River *Tees*) between a Point opposite or nearly opposite to the East End of the Cut made under the Authority of the said recited Act, and a Point at the Distance of Six hundred Yards from the West End of the Upper Quay at *Newport* in the Township and Parish of *Acklam*, through or across a certain Holme or Parcel of Land situate in the Township and Parish of *Acklam* aforesaid, belonging to or reputed to belong to *Thomas Hustler of Acklam Hall* in the County of *York* Esquire, and bounded by the River *Tees* on the West and East or North-east Sides thereof, in the Line or Direction expressed in the Map or Plan herein-after mentioned, and to cause such Cut or Canal to become, and ever after the same shall be made to continue, the Channel of the said River, (the old Channel of the said River being nevertheless deemed to be a Creek or Inlet appertaining to the said River,) and to bore, dig, cut, trench, and sough, and to remove and lay upon any of the adjoining Grounds any Earth, Clay, Stone, Rubbish, Trees, Roots of Trees, Gravel or Sand, or any other Matters or Things which may be dug or gotten in the making of the said Cut or Canal, or which may prevent or obstruct the making, maintaining, using, or improving the same, or which may be dug or gotten in carrying into Execution any other of the Purposes of this Act; and to construct, erect, alter, and repair any Jetties, Dams, Mounds, Embankments, or other Works, Machinery, or Apparatus, in or near to any Part or Parts of the said Cut or Canal, as the said Company shall think necessary or proper, for the Purpose of straitening and confining the Current or Stream of the said River, or for the Purpose of diverting the same, or the Water thereof, from any Part of its present Channel or Beds, situate, lying, or being between the upper and lower Outlet of the said intended Cut or Canal, and conducting or causing the same to run through the said intended Cut or Canal, or for carrying into Effect any other of the Purposes of this Act; and also to make, construct, erect, do, execute, and perform all such Works, Matters, and Things as shall be necessary or expedient for making, using, preserving, improving, and maintaining the said Cut or Canal, and the Works connected therewith, or for carrying into Effect any other of the Purposes of this Act in manner by this Act directed, and according and subject to the Provisions and Restrictions contained in the said recited Act and this Act. Power to make the new Cut.

VI. And be it further enacted, That all Embankments made by the said Company for stopping the present Course of the said River *Tees* Company to maintain Embankments,

Tees shall be for ever maintained, repaired, and upheld at the sole Costs and Charges of the said Company and their Successors.

Copies of the authenticated Map or Plan and Book of Reference to be deposited with the Clerks of the Peace of Durham and York, and to be open to Inspection.

VII. And whereas a Map or Plan, describing the Line of the said Cut or Canal, and the Lands, Tenements, or Hereditaments through which the same is intended to be made, together with a Book of Reference, containing a List of the Names of the Owners or reputed Owners and Occupiers of such Lands, Tenements, or Hereditaments, have been deposited in the Office of the Clerk of the Parliaments: And whereas since the depositing thereof it hath been ascertained that a Deviation from such Map or Plan (within the Distance of One hundred Yards therefrom) would tend to straighten and thereby to give a more efficient Course to the said intended new Cut, and such Deviation hath been adopted accordingly; be it therefore enacted, That Copies of the said Map or Plan, containing such Deviation thereof, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, within One Calendar Month after the passing of this Act, be deposited with the respective Clerks of the Peace for the said County of *Durham* and of the North Riding for the County of *York*; and all Persons shall at all reasonable Times have Liberty to inspect and peruse the same, or to make Copies thereof or Extracts therefrom at their Will and Pleasure, paying to the said Clerks of the Peace the Sum of One Shilling for each such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copy or Extract; and the said Maps or Plans and Books of Reference, or either of them, or any Copy thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said respective Clerks of the Peace, or by their respective Deputies, or either of them, to be a true Copy, shall be good Evidence in all Courts of Law or elsewhere.

Mistakes or Omissions in the Book of Reference not to obstruct the Works.

VIII. And be it further enacted, That the said Company may make the said Cut or Canal and other Works into, through, across, or over the Lands, Tenements, or Hereditaments of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, if it shall be made appear to the Satisfaction of any Two or more of the Justices of the Peace for the County within which such Lands, Tenements, or Hereditaments may lie or be situate, and be by them certified under their Hands, that the Name or Names, Title or Titles, Designation or Designations of such Person or Persons, Body or Bodies, shall have been by Mistake omitted in the said Map or Plan or Book of Reference, or that instead thereof the Name or Names, Title or Titles, Designation or Designations of some other Person or Persons, Body or Bodies, to whom such Lands, Tenements, or Hereditaments, do not belong, shall have been by Mistake inserted therein; any thing herein contained to the contrary thereof in anywise notwithstanding.

Houses and Gardens not to be taken without Consent,

IX. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company, or any other Person or Persons, to take, use, injure, or damage, for the Purposes of the said Cut or Canal or other Works hereby authorized to be made, or any of them, any House or other Building which was erected

erected or begun to be erected, before the First Day of *January* One thousand eight hundred and twenty-eight, or any Land or Ground which was then set apart and used as or for a Garden, Orchard, Yard, Park, Paddock, 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, without the Consent in Writing of the Owner or Proprietor thereof or other Person interested therein respectively first had and obtained.

X. And whereas by reason of the Exercise of the Powers granted by this Act there may be Deficiencies in the Assessments for Land Tax in the several and respective Parishes and Townships in which the Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall from and after that they shall have become seised and possessed, by virtue of the Powers 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 several Acts for the Redemption of the Land Tax,) be subject and liable from Time to Time to pay and make good, to or in aid of the said several Parishes and Townships, out of the Monies to arise by virtue of this Act, all such Sum and Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes and Townships respectively by reason or means of taking down or using, or cutting through, over, or upon, 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, Collector, or Receiver of the said Company shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collectors of the said Assessment respectively.

Deficiencies in Land Tax to be made good by the Company.

XI. And be it further enacted, That every Steam Engine which shall be erected or used by virtue of the Powers of this Act shall be constructed on the Principle of consuming its own Smoke, so as to prevent the same from occasioning any Nuisance; and if the said Company, or any Person employed by them in the Execution of this Act, shall erect or use any Steam Engine which shall not consume the Smoke upon the Principle aforesaid, they or he shall forfeit and pay for every Neglect or Offence the Sum of One hundred Pounds, 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 such Steam Engine may be abated as a Nuisance.

Steam Engines to consume their own Smoke.

XII. Provided always, and be it further enacted, That in all Places where the Line of the Works hereby authorized shall be made across any public Carriage Road, the Ascent to any Bridge to be made over any Part of the said Cut or Canal for the Purpose of such Road shall not be greater 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.

Regulating Ascent to Bridges, and Height of Fences.

[*Local.*]

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XIII. And

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

XIII. And be it further enacted, That after any Lands, Tenements, or Hereditaments intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful 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, and Administrators, and all other Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of the Person or Persons entitled in Reversion, Remainder, or Expectancy after them (if incapacitated), and for and on behalf of their Cestuique Trusts or Wards, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest therein, and for all and every other Person and Persons whomsoever, who is or are or shall be seised, possessed of, or interested in any such Lands, Tenements, or Hereditaments as shall be so set out and ascertained for the Purposes aforesaid, to contract for, sell, and convey the same and every Part thereof unto the said Company; and all such Contracts, Agreements, Sales, Conveyances, and Assurances shall be valid and effectual in Law, to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary thereof in anywise notwithstanding, and shall operate and be as a Merger of all outstanding Terms of Years, and be a complete Bar to all Estates Tail, and other Estates, Rights, Titles, Trusts, and Interests whatsoever; and all Bodies Politic, Corporate, and 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, Agreements, Sales, Conveyances, and Assurances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Circumstances of the Case will admit; *videlicet*,

Form of Conveyance to the Company.

‘ I *A. B.* of _____ in consideration of the Sum of _____
 ‘ _____ to me paid by the *Tees Navigation Company*, do
 ‘ hereby, by virtue of the Powers contained in an Act of Parliament
 ‘ passed in the Ninth Year of the Reign of His Majesty King *George*
 ‘ the Fourth, intituled [*here set forth the Title of this Act*], grant
 ‘ and release to the said Company, all [*describing the Premises to be*
 ‘ *conveyed,*] and all my Right, Title, and Interest in and to the same
 ‘ and every Part thereof, to hold unto the said Company and their
 ‘ Successors for ever, according to the true Intent and Meaning of
 ‘ the said Act. In witness whereof I have hereunto set my Hand
 ‘ and Seal, the _____ Day of _____ in the Year
 ‘ of our Lord _____

And all such Conveyances respectively shall be kept by the Clerk or Clerks of the said Company, who shall from Time to Time, when requested, deliver attested Copies thereof to any Person requiring the same, such Person paying the Sum of Sixpence for every Hundred Words, exclusive of the Expence of the Stamps.

XIV. Provided always, and be it further enacted, That if any Contract or Agreement shall be made or entered into for or in respect of any Lands, Tenements, or Hereditaments to be taken or used by virtue of the Powers of this Act for the Purposes thereof, which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract or Agreement shall be executed and completed by Surrender thereof in the Court of the Manor of which the same may be holden or Parcel, according to the Custom of such Manor; and such Lands, Tenements, or Hereditaments shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, unless the Lord or Lords, Lady or Ladies for the Time being of such Manor shall be willing to enfranchise the same, in which Case such Lord or Lords, Lady or Ladies, (notwithstanding the Coverture of such Lady or Ladies, and whether sole or married,) is and are hereby empowered so to do; notwithstanding he, she, or they shall be seised of or entitled to the same Manor or Manors for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would prevent such Lord or Lords, Lady or Ladies from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he, she, or they 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 or Lords, Lady or Ladies, in case he, she, or they shall decline to enfranchise the respective Parcels of Copyhold or Customary Lands, Tenements, or Hereditaments held or Parcel of the said Manor, which shall be so purchased by or vested in the said Company for the Purposes aforesaid, shall be entitled to and shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him, her, or them in respect of such Fines, Heriots, or other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting and continuing of such Copyhold or Customary Premises in a Body Corporate; which Recompence and Satisfaction, and also the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands, Tenements, or Hereditaments, of which a Part only shall be taken for the Purposes of this Act, shall, if not settled by Agreement between the Parties, 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 Difference or Dispute as to the Value thereof.

Conveyances
of Copyholds.

XV. And be it further enacted, That in all Cases where the Lord or Lords, Lady or Ladies of any Manor whereof any Copyhold or Customary Lands or Tenements required to be taken or used for the Purposes of this Act are holden or Parcel, shall be willing or desirous to enfranchise the same Copyhold or Customary Lands or Tenements, and such Lord or Lords, Lady or Ladies, shall be seised or entitled to such Manor or Manors respectively for a less Interest than an Estate in Tail General or Special, or where he, she, or they cannot,

As to the
Enfranchise-
ment of
Copyholds
and Appor-
tionment of
the Rents.

cannot, either by levying a Fine or Fines, or suffering a Common Recovery or Common Recoveries, enfranchise the same Lands or Tenements, then the Money agreed or assessed to be paid for the Enfranchisement thereof shall be paid, applied, and disposed of, under the Direction and with the Approbation of the Court of Exchequer, or without such Direction or Approbation, according to the Amount thereof in the same Manner in all respects as in this Act is directed and provided with respect to Money agreed or assessed to be paid for the Purchase of any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes thereof, which shall belong to any Person under any Disability or Incapacity whatsoever; and in all Cases in which the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands or Tenements, of which a Part only shall be or shall have been taken for any of the Purposes of this Act, shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord or Lords, Lady or Ladies of the Manor or respective Manors whereof the same Copyhold or Customary Lands and Tenements are holden or Parcel, and if not so settled, the same shall then be settled or assessed by the Verdict of a Jury, if required, in such Manner as in and by this Act is directed and provided; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom or Customs in other respects by or under which the said Copyhold or Customary Lands or Tenements shall or may be holden, or the Remedy or Remedies for the Recovery of such Rents after the Apportionment thereof; and in all Cases where the Lord or Lords, Lady or Ladies of any Manor whereof any Copyhold or Customary Lands or Tenements purchased by the said Company for the Purposes of this Act, shall refuse or decline to enfranchise the same, and shall in consequence thereof have received from the said Company a Recompence and 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 or Tenements in a Body Corporate, then and in every such Case, if the same Lands or Tenements, or any Part thereof, shall not be ultimately required for the Purposes aforesaid, or any of them, and shall be sold and disposed of by the said Company under the Authority to them given for that Purpose, the Copyhold or Customary Lands or Tenements which shall be sold and disposed of by the said Company shall remain in the Hands of the Purchaser or Purchasers 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.

Where small
Parcels of
Land are in-
tersected, the
Company
compellable
to purchase
the Whole.

XVI. And be it further enacted, That if, in making and executing the said Cut or Canal and other Works hereby authorized, any Piece or Parcel of Ground shall be cut through and divided, so that what shall be left on each or either Side of the said Cut or Canal shall be less than One Statute Acre in Quantity, or less than Fifty Yards in Breadth, and if the Owner or Owners of any such Piece or Parcel of Ground shall not have any other Land or Ground adjoining to that
which

which shall be so left as aforesaid, then and in every such Case, if the Owner or Owners of or other Person or Persons entitled to the Possession or to the Rents and Profits of the same shall so require (but not otherwise), the said Company shall also take and purchase such Piece or Parcel or Pieces or Parcels of Ground so left as aforesaid, the Value thereof to be ascertained in the same Manner as is hereinafter directed concerning any Lands, Tenements, or Hereditaments to be taken and used for the Purposes of this Act.

XVII. And be it further enacted, That in all Cases where in making and executing the said Cut or Canal or other Works hereby authorized to be made, there shall be Occasion to cut through, take, or use any Part of any Common or Waste Grounds, or other Lands, Tenements, or Hereditaments which shall be charged with or subject or liable to the Exercise of any Right or Privilege of Common thereupon, whether of Pasture, Turbary, Estovers, Piscary, or other Easement, and whether such Common or Commonable Rights be appendant, appurtenant, or in gross, and whether the same be created, or be then subsisting by Grant, Prescription, Custom, or otherwise howsoever, the Conveyance of such Common or Waste Grounds, or other Lands, Tenements, or Hereditaments as aforesaid, by any Body Politic, Corporate, or Collegiate, or other Person or Persons having such Estate or Interest in the Manor wherein such Commons or Waste Grounds shall be situated, (or if the same shall not be the Waste of any Manor, then having such Estate or Interest in the Soil of such Lands, Tenements, or Hereditaments as the Body or Bodies Politic, Corporate, or Collegiate, or the Persons who are herein-before enabled to sell and convey other Lands, Tenements, and Hereditaments, have in such 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 Grounds, or other Lands, Tenements, or Hereditaments, as fully and effectually as if every Person having such Right or Rights of Common upon such Commons or Waste Grounds, or other Lands, Tenements, or Hereditaments, 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 Grounds as aforesaid shall be paid by the said Company to the Churchwardens for the Time being of the Parish or Place wherein such Common or Waste Grounds shall be situated, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish or Place as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; and in all Cases where any such Commonable or other Rights shall extend over and be exercised and enjoyed out of or upon any other Lands, Tenements, or Hereditaments than such Common or Waste Grounds, the Compensation for the Relinquishment thereof shall be paid or tendered to the Person or Persons, Bodies Politic, Corporate, or Collegiate, having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands, Tenements, or Hereditaments whereunto the same shall be appendant or appurtenant, or be deposited in the Bank of *England* in the Manner by this Act directed, as the Case may be; provided

Waste Lands
may be con-
veyed by
Lords of
Manors,

that in all Cases where any such Manor is vested in Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord or Lady such Manor belongs, or in what Manor such Common or Waste Ground is situate, the Conveyance by Four at least of the Freeholders, whose Estates have Common Right in or over such Common or Waste Ground, and whose said Estates in the Rate for the Relief of the Poor amount in yearly Value to Three Fifth Parts at least of the Whole of the Estates which have such Common Right, shall also in like Manner 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 Grounds.

Satisfaction to be made for Lands taken for the Purposes of this Act.

XVIII. And be it further enacted, That all Bodies Politic, Corporate, and Collegiate, Trustees, and other Persons herein-before capacitated to sell and convey Lands, Tenements, and Hereditaments, and the Owner and Owners and Occupier and Occupiers of any Lands, Tenements, or Hereditaments through, in, over, or upon which the Works hereby authorized are intended to be made, and the Owner and Owners and Occupier and Occupiers of any Lands, Tenements, or Hereditaments from which the Course of the Navigation of the said River will be withdrawn or diverted by or in consequence of the making of the said Cut or Canal, may accept and receive Compensation and Satisfaction for the Value of such Lands, Tenements, and Hereditaments, and for the Withdrawal or Diversion of the Course of the Navigation, and for the Damages to be sustained in making or completing the Works hereby authorized to be made, and also for or by reason of the severing or dividing the same Lands, Tenements, or Hereditaments, from the other Lands, Tenements, or Hereditaments belonging to such Bodies, Trustees, or other Persons interested therein, and for or on account of the Detriment, Injury, Loss, Damage, or Prejudice which shall or may be sustained by such Bodies, Trustees, or Persons, in such gross Sums as shall be agreed upon between the said Owners and Occupiers respectively, or any of them, and the said Company; and in case the said Company and the said Parties interested in such Lands, Tenements, or Hereditaments, cannot or do not agree as to the Amount or Value of such Satisfaction and Compensation, the same shall be ascertained and settled by the Verdict of a Jury in manner herein-after directed.

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

XIX. And be it further enacted, That 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 so interested, entitled, or capacitated to sell as aforesaid, for or on behalf of himself or herself, or for or on behalf of his or her Cestuique Trust, or of the Person or Persons entitled in Remainder or Reversion after him or her as aforesaid, or of any other incapacitated Person as aforesaid, relative to the Price or Value, or Damages or Recompence to be given for any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, and in case such Price or Value, or Damages or Recompence, cannot be settled, adjusted, and agreed upon between such Parties and the said Com-

pany, or if any such Body or Bodies, Trustee or Trustees, or any other Person or Persons interested or entitled as aforesaid, shall refuse to receive, upon due Tender thereof made, such Purchase Money or Recompence as shall be offered to be paid by the said Company, or shall, for the Space of Twenty-one Days next after Notice in Writing given to the principal Officers of any such Body or Bodies, or to such Trustee or Trustees, Person or Persons respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands, Tenements, or Hereditaments required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company concerning the same, or shall, by reason of Absence or otherwise, be prevented from treating, or shall, by reason of Nonage or other Impediment not provided for by this Act, be incapable of treating, or making such Agreement as shall be expedient for enabling the said Company to proceed in the making or carrying on the Works aforesaid, or shall not within the before-mentioned Space of Twenty-one Days produce and fully disclose the State of the Title to the Premises of which he, she, or they are or shall be in Possession, and to the Interest which he, she, or they claim therein, then and in any of the said several Cases the said Company shall and they are hereby empowered and required to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands, Tenements, or Hereditaments in question shall be situated, 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 anywise interested in the Matter in question, then to any 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 in being who filled the Office of Sheriff of the same County, and who shall not be interested as aforesaid, commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby required accordingly to impanel, 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 said 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 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 Standersby, 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 said County, or his Deputy, is hereby empowered and required to summon or call before the said Justices all Persons who shall be thought necessary to be examined as Witnesses touching the Matter 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

upon their Oaths (which Oaths, as well as the Oaths of such 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 Hereditaments, and also any other separate and distinct Sum or Sums of Money to be paid by way of Recompence, either for the Damages which shall or may before that Time have been so sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages 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; and the said Justices shall accordingly give Judgment for such Purchase Money or Recompence so to be assessed by such Jury; 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 always, that not less than Seven Days Notice in Writing of the Time and Place of Meeting of the said Justices and Jury shall be given by the Clerk of the said Company to the principal Officers of any such Body Politic, Corporate, or Collegiate, or to such Trustee or Person respectively, or left at the last or usual Place or Places of his or her Abode, or with some Tenant or Occupier of the Premises to be valued or respecting which any such Question shall arise.

Damages to be ascertained separately from the Value of Lands.

XX. Provided also, and be it further enacted, That the said Juries shall make all Determinations, Judgments, and Verdicts which they shall respectively make and give concerning the Value of Lands, Tenements, and Hereditaments, separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Lands, Tenements, and Hereditaments, and the Money assessed or adjudged for such Damages as aforesaid, separately and apart from each other, and shall also settle what Proportion of the Purchase Money or Compensation Money for Damages shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for his or her Interest therein.

Fine on Sheriff, &c. making Default, and on Persons refusing to appear, &c.

XXI. And be it further enacted, That if any Sheriff 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 and pay a Sum not exceeding Fifty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent of this Act, or if any Person so to be summoned to give Evidence shall not appear, having been paid or tendered a reasonable Sum for his, her, or their Costs, Charges, and Expences, or appearing shall refuse to be sworn or examined or to give Evidence, every Party so offending, having no reasonable Excuse, (such Excuse to be judged of and determined by the said Sheriff or other Person as aforesaid,) every Person so offending shall for every such Offence forfeit

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 Ten Pounds, to be levied by virtue of any Warrant under the Hand and Seal of any of His Majesty's Justices of the Peace for the same County, by Distress and Sale of the Goods and Chattels of the Party so offending, rendering to him, her, or them, the Overplus of the Money thereby produced, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

XXII. 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 Persons who in any Examination to be taken by virtue of this Act, upon their Oath, (or, being of the Society of Persons called *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.

Respecting
Juries and
Witnesses,

XXIII. And be it further enacted, That in every Case where the Verdict of a Jury shall be given for a greater Sum than shall have been previously offered or tendered by the said Company for the Purchase of any Lands, Tenements, or Hereditaments to be used or taken by them for the Purposes of this Act, or as a Compensation or Recompence for any Damage, Loss, or Injury which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs of summoning such Jury, and the Expence of Witnesses, and of the Fees of Court on the hearing and determining the said Question, shall be defrayed by the said Company; and such Costs and Expences shall be settled and determined by some Justice of the Peace for the County wherein such Premises shall lie, 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 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, or of the Treasurer of the said Company, (unless such Treasurer shall pay such Costs and Expences out of any Monies received by him by virtue of this Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for such County, which Warrant 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 and Expences; but if the Verdict of a Jury shall be given for the same or a less Sum than shall have been previously offered or tendered by or on behalf of the said Company, then and in every such Case one Moiety of

Expences of
Juries how to
be defrayed,

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the

the said Costs and Expences shall be defrayed by the Person or Persons with whom the said Company shall have such Controversy or Dispute, and the other Moiety thereof shall be defrayed by the said Company; and such first-mentioned Moiety of the said Costs and Expences, having been ascertained and settled by some Justice of the Peace of such County, in manner herein-before described, shall and may be deducted out of the Money to be determined or adjudged to be paid to such Person or Persons as aforesaid, as so much Money advanced to and for his, her, or their 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, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the Whole of such Charges and Expences shall be borne and paid by the said Company.

Persons
requesting
Juries to
enter into
Bonds to
prosecute.

XXIV. 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 or Warrants for the summoning of such Jury, enter into a Bond, with Two sufficient Sureties, to the Treasurer of 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 of taking such Inquest, 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 to be paid, according to the true Intent and Meaning of this Act.

Compensa-
tion Money
to be appor-
tioned.

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

Verdicts to
be recorded.

XXVI. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the Clerk of the Peace for the said County, or his Deputy, present at the taking of such Verdicts, shall be kept by such Clerk of the Peace or his Deputy among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes whatsoever; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and to take Copies thereof, paying for each Copy after the Rate of Sixpence for every One hundred Words.

Damages not
provided for.

XXVII. And be it further enacted, That if any Person shall sustain any Damage in his or her Lands, Tenements, or Hereditaments,

ments, by reason of the Execution of any of the Powers by this Act given, and through or by any Means not herein particularly provided for, then and in every such Case such Damages shall be settled by the said Company, or be determined by a Jury as herein-before mentioned; and the Amount of such Damages may be recovered, levied, and applied in the Manner herein directed with regard to other Damages; and in every such Case the said Company are hereby, upon the Requisition of the Person or Persons sustaining any such Damage as aforesaid, or his, her, or their Agent, empowered and required to issue a Warrant or Warrants under their Common Seal to the Sheriff of the County, or other Person by this Act directed in the Cases herein-before particularly provided for to summon and return a Jury, commanding him to summon a Jury in manner herein-before mentioned.

XXVIII. Provided nevertheless, 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, to receive or take notice of any Complaint to be made by any Person for any Injury or Damage by him or her sustained or supposed to be sustained by virtue or in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person to the said Company within the Space of Six Calendar Months after the Time of such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

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

XXIX. And be it further enacted, That upon Payment, or legal Tender of such Sum or Sums of Money as shall have been agreed upon between the Parties, or assessed by any Jury in manner herein-before provided, for the Purchase of any such Lands, Tenements, or Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as herein-before mentioned, to the Proprietor or Proprietors of such Lands, Tenements, or Hereditaments, or to such other Person or Persons as shall be interested therein or entitled to receive such Money or Compensation, within One Calendar Month next after the same shall have been so agreed upon or assessed, or if the Person or Persons so entitled or interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of this Act, then upon Payment of the said Sum or Sums of Money within the said Period of One Calendar Month into the Bank of *England*, as herein-after directed, for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Company, and their Agents, Workmen, Servants, and Assistants, immediately to enter upon such Lands, Tenements, and Hereditaments respectively, and then and thereupon such Lands, Tenements, and Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become the sole Property of

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

of the said Company for the Purposes of this Act; and such Payment, Tender, and Investment shall not only bar all Right, Title, Claim, Interest, and Demand of such Person or Persons as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail, and other Estates in Reversion or Remainder or otherwise, of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to dig or cut such Lands, Tenements, or Hereditaments, for the Purpose of making the said Cut or Canal or other Works, without the Leave and Consent of such Person or Persons respectively; and in case any Person shall enter upon any such Premises, for any of the Purposes of this Act, before such Payment, Tender, or Investment as aforesaid, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every Day he shall remain on the said Premises.

Company not
to claim any
Mines, &c.

XXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said Company any Mines of Minerals or Coals, or of any Limestone, Stone, or Slate, or other Mines or Minerals under any Lands, Tenements, or Hereditaments taken or purchased by the said Company under the Provisions of this Act, except only so much and such Part of such Minerals, Coals, Limestone, Stone, or Slate, as may be necessary to be dug or gotten and used for the Purposes of this Act; but all such Mines of Minerals, Coals, Limestone, Stone, or Slate, and other Mines and Minerals, shall be deemed to be excepted out of such Purchase, and may be worked by the Owners or Lessees thereof under the said Lands, Tenements, or Hereditaments, or under the said Cut or Canal or other Works of the said Company, as if this Act had not been passed, but so nevertheless as not to prejudice or to injure the said Cut or Canal or other Works hereby authorized or directed to be made and maintained, or any of them.

Tenants at
Will or for a
Year to quit
Lands, &c.
after Notice.

XXXI. And be it further enacted, That every Tenant at Will or Lessee for a Year, or any other Person or Persons in Possession of any Lands, Tenements, or Hereditaments, or any Part thereof, which shall be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as a Tenant at Will or Lessee for a Year or from Year to Year, shall deliver up the Possession of such Premises to the said Company, or to such Person or Persons as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company, or by the Person or Persons so authorized by them, to such Tenant or Lessee, or Person in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time or Times of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or such other Time after the Expiration of Six Calendar Months as he, she, or they shall be required; and in case any such Tenant, Lessee,

Lessee, or Person so in Possession as aforesaid, shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept or Precepts to the Sheriff of the County in which the Premises may be situate, to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and Execution of such Precept or Precepts from the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

XXXII. Provided also, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him or her to the said Company, or to the Person or Persons authorized by them to take Possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant or Lessee as aforesaid in the said Premises, the said Company shall and they are hereby directed to make or tender unto such Tenant or Lessee, before they shall issue their Precept or Precepts to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee as herein-before mentioned, Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises, which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any Satisfaction or Compensation for any Lands, Tenements, or Hereditaments taken or made use of by the said Company is in and by this Act directed to be made and assessed.

Interest of such Tenants may be settled by a Jury.

XXXIII. And be it further enacted, That in all Cases where any Person shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest in any Lands, Tenements, or Hereditaments through, in, or upon which the Works by this Act authorized to be made are intended to pass or be made, under or by virtue of any Demise, Lease, or other Grant thereof, the said Company shall and they are hereby authorized to require such Person to produce and show the Lease, Demise, or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease, Demise, or Grant shall not be produced and shewn, the Person or Persons claiming under the same shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

XXXIV. And be it further enacted, That all and every Person and Persons who shall have any Mortgage on any Lands, Tenements, or Hereditaments to be taken or used for the Purposes of this Act, not being in Possession thereof by virtue of such Mortgage, shall, on Tender of the Principal Money and of the Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage to the said Company, or to such Person or Persons as

Mortgages to be conveyed to the Company after Tender of Principal and Interest.

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they shall appoint; or in case such Mortgagee shall have Notice in Writing from the said Company, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage at the End or Expiration of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of Six Calendar Months, on Payment of the Principal Money and Interest so due, such Mortgagee shall convey, assign, and transfer his or her Interest in the Premises to the said Company, or to such Person or Persons as shall be appointed in Trust for them; and in case such Mortgagee shall refuse to convey and assign as aforesaid on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due upon any such Mortgage, with all Interest due thereon, shall amount to more than the real Value of the Premises charged therewith, (and which shall be ascertained in manner herein-before directed,) then the said Company shall not be liable to pay to the said Mortgagee more than the real Value of such Premises so ascertained as aforesaid, or the Residue thereof, after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest due on any such Mortgage as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of such Mortgagee, the Cashier or Cashiers of the said Bank shall give a Receipt or Receipts for the said Money, in like Manner as is herein-after 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 and every Person and Persons in Trust for him or her, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages, to all Intents and Purposes whatsoever: Provided also, that if such Mortgage or Mortgages shall comprise any other Lands, Tenements, or Hereditaments than those which shall be so taken by the said Company, the Mortgagee or Mortgagees shall, upon Payment of the Sum so ascertained to be the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Tenements, and Hereditaments, to the said Company, or to such Person or Persons as shall be appointed in Trust for them; and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the said Bank shall give such Receipt or Receipts as above mentioned; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for him, her, or them, in the Lands, Tenements, or Hereditaments, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes
whatsoever;

whatsoever; and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

XXXV. And be it further enacted, That in all Cases where a Part only of any Lands, Tenements, or Hereditaments subject to any 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 secured 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, then and in every such Case the Price or Value of such Part of the said Lands, Tenements, or Hereditaments as shall be so required for the Purposes aforesaid, and the Compensation (if any) for any Damage done to any such Lands, Tenements, or Hereditaments, shall be agreed upon by and between such Mortgagee or Mortgagees, and Person or Persons entitled to the Equity of Redemption of such Lands, Tenements, and Hereditaments, on the one Part, and the said Company on the other Part; and in case of any Difference or Disagreement between them, then such Price or Value and Compensation shall be ascertained or assessed by the Verdict of a Jury in the same Manner as in other Cases of Difference or Disagreement; and the Amount of such Price or Value and Compensation, being so agreed upon or ascertained and assessed as aforesaid, shall be paid to such Mortgagee or Mortgagees in Satisfaction of his, her, or their Claim, so far as the same will extend, or in case of his, her, or their neglecting or refusing to release, convey, or assign as herein-before mentioned, then into the Bank of *England* as by this Act is provided; and such Payment to the Mortgagee or Mortgagees, or into the Bank of *England* as last aforesaid, shall be and be accepted and taken in Satisfaction of the Claim of such Mortgagee or Mortgagees, 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 and used from all Principal and Interest or other Money due or secured thereon: Provided nevertheless, that notwithstanding any thing herein-before contained, such Mortgagee or Mortgagees shall have, retain, and be entitled to such and the same Powers, Remedies, and Means for recovering or compelling Payment of his, her, or their Mortgage Money, or of the Residue thereof (as the Case may be), and of the Interest thereon respectively, upon and out of the Residue of the mortgaged Premises not required for the Purposes aforesaid, as he, she, or they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the Premises originally comprised in such Mortgage or Mortgages.

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

XXXVI. And be it further enacted; That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands, Tenements, or Hereditaments purchased, taken, or used by virtue of the Powers of this Act, which shall belong to any Body Politic, Corporate, or Collegiate, Ecclesiastical or Civil, Corporation Aggregate or

Application of Compensation Money amounting to or exceeding 200l.

Sole,

Sole, Tenant for Life or in Tail, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or to any Person whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, 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 Proprietors of the *Tees* Navigation Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His present Majesty King *George* the Fourth, 1 G. 4. c. 35. 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 presented to the said Court in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax charged upon, or in or towards the Discharge of any Debt or other Incumbrance affecting the same Lands, Tenements, or Hereditaments, or affecting any other Lands, Tenements, or Hereditaments standing settled therewith to the same or the like Uses, Trusts, Intents, and Purposes, as the said Court of Exchequer shall authorize to be purchased, redeemed, paid, or applied, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out in a summary Way by Order of the said Court in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Lands, Tenements, or Hereditaments which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing and undetermined or capable of taking effect; and in the meantime, and until such Order can be obtained, 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 on Real Securities; and in the meantime, and until the said Bank Annuities or Government or Real Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends or Interest and annual Produce of the said Consolidated or Reduced Bank Annuities, or Government or Real Securities, shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased, conveyed, and settled.

XXXVII. Pro-

XXXVII. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments purchased, taken, or used for the Purposes of this Act, and belonging to any Corporation, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy, Idiocy, Lunacy, or other Incapacity, to be signified in Writing under their Common Seal or respective Hands, as the Case may require, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option, to Two or more Trustees, to be nominated by the Person or Persons who for the Time being would be entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so to be purchased and settled, such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands or Common Seal of the nominating and approving Parties; and the Money so paid to such Trustees, and the Dividends and Produce arising thereon and therefrom, shall be by them applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England*, without obtaining or being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when less than 200*l.* and amounting to 20*l.*

XXXVIII. Provided also, and be it further enacted, That if any Money so agreed or awarded to be paid as herein-before mentioned shall be less than Twenty Pounds, then and in every such Case the same shall be paid to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, for his, her, or their own Use and Benefit; or in case of Infancy, Idiocy, Lunacy, or other Incapacity, then to the Guardian or Guardians, Committee or Committees, Trustee or Trustees of such Person or Persons, to and for the Use and Benefit of the Person or Persons respectively entitled thereto.

Application of Compensation Money when less than 20*l.*

XXXIX. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be so agreed or awarded as aforesaid shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Company, or in case such Person or Persons cannot be found, or if the Person or Persons so entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said Company to order the said Sum or Sums 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 such

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

Lands, Tenements, or Hereditaments, (describing them), subject to the Order, Controul, and Disposition of the said Court; which said Court, on the Application of any Person making claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Person or Persons making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier or Cashiers of the Bank of *England* receiving such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums, mentioning and specifying therein for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Persons in Possession presumptively entitled.

XL. And be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance thereof, or to any Bank Annuities or Government or Real Securities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities or Government or Real Securities to be purchased with such Money, and also the Capital of such Bank Annuities or Government or Real Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

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

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

who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

XLII. And be it further enacted, That the said Company shall and they are hereby directed and required, at their own Costs and Charges, immediately after the said Cut or Canal hereby authorized to be made shall have been completed, and shall have become the Channel of the said River, to raise, erect, and make, or cause to be raised, erected, and made, such and so many Embankments, Dams, Mounds, and other Works in and upon such Part or Parts of the Lands belonging to the said *Thomas Hustler*, as in the Judgment of Two Engineers or One Engineer, as the Case may be, to be appointed as herein-after mentioned, shall be deemed and adjudged to be sufficient and effectual for protecting and defending the said Holme or Parcel of Ground through which the said Cut or Canal is intended to be made, and every Part thereof, from being at any Time flooded or overflowed with Water, or washed away, or in any other Manner damaged or injured by reason or in consequence of the Course or Channel of the said River being so diverted or altered as aforesaid, or for or by reason of the Works of the said Company in and by the said recited Act and this Act authorized to be made; and the said Company shall and they are hereby directed and required, within the Space of Twelve Calendar Months next after the said intended Cut or Canal shall be made, at their own Costs and Charges, to erect, make, and complete, or cause to be erected, made, and completed, an Embankment or Mound over and across the present Course or Channel of the River *Tees*, at or near *Portrack*, in the Township of *Stockton* in the said County of *Durham*, to communicate with such Part of the said Holme or Parcel of Ground as shall be on the North Side of the said intended Cut or Canal, and of such good, sufficient, and convenient Construction, Materials, and Dimensions; and in such Place, as shall be ascertained and determined by the Engineers or Engineer to be appointed as herein-after mentioned, and also do and shall, within the same Time, at their own Costs and Charges, purchase and set out, to the Satisfaction of such Engineers or Engineer, a free and convenient Road or Way, as well for Foot Passengers as for Cattle, Carts, and Carriages, for the Owner or Owners, Occupier or Occupiers, or other Person or Persons interested in the said last-mentioned Part of the said Holme or Parcel of Ground, and the other Lands or Hereditaments now belonging to the said *Thomas Hustler*, on the North Side of the Line or Direction in which the said Cut or Canal is intended to be made, to and from the same Part of the said Holme or Parcel of Ground, and other Lands or Hereditaments, over and across the said Embankment or Mound last herein-before directed to be made, to and from the Lane or Road leading from *Portrack* aforesaid to *Stockton* aforesaid, the said Company making Satisfaction in manner herein-before mentioned for any Land now belonging to the said *Thomas Hustler* which shall be taken or used for making such Embankment or Mound and Road, or which shall be thereby injured, damaged, or otherwise affected; and the said Company shall, at their own Costs and Charges, from Time to Time, as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company by the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners for the Time being

Company to
embank the
Lands of
Thomas
Hustler, Es-
quire, and
make a
Causeway
across the
River *Tees*.

of the said Holme or Parcel of Land herein-before described, or his or their Tenant or Tenants, that the said Embankments, Dams, Mounds, and other Works so made or to be made for the Protection and Defence of the said Holme or Parcel of Ground of the said *Thomas Hustler*, or the said Embankment or Mound and Road or Way, or any of them, or any Part or Parts thereof respectively, is or are not well and effectually made and constructed, or shall have been broken down or damaged, or is or are in want of Reparation and Amendment, immediately and without Delay well and effectually restore, repair, amend, uphold, support, and maintain the same.

Engineers to determine whether any Damage has arisen or will arise to the Quays and Lands belonging to Mr. Hustler at Newport.

XLIII. Provided always, and be it further enacted, That within Six Calendar Months next after the said intended Cut or Canal shall be made and completed, and shall have become the Channel of the said River, and thenceforth from Time to Time, at the Request of the said *Thomas Hustler*, his Heirs or Assigns, to be signified to the said Company by any Writing under his or their Hand or Hands, it shall be referred to Two Engineers, to be appointed as herein-after mentioned, to ascertain and determine whether any Damage or Injury shall have arisen or been occasioned, or may be reasonably apprehended to arise or be occasioned, to the Quays and Lands belonging to the said *Thomas Hustler*, adjoining to the River *Tees*, at or near *Newport* aforesaid, or any Part thereof, by reason or in consequence of the Alteration hereby authorized to be made in the Course or Channel of the said River; and when and as often as upon any such Reference such Engineers shall be of Opinion that any such Damage or Injury shall have arisen, or is reasonably to be apprehended to arise to the same Quays and Lands, or any Part thereof, by reason or in consequence of such Alteration as aforesaid, the said Company shall and they are hereby required, at their own Costs and Charges, to erect and make such and so many Works of Defence in and upon such Part or Parts of the Lands belonging to the said *Thomas Hustler*, as in the Judgment of the said Engineers shall be deemed to be sufficient and effectual for preventing the said last-mentioned Quays and Lands from being overflowed, flooded, washed away, or damaged by the Flux or Reflux of the Tide of the said River, so far as such Damage shall be solely derivable from the Alteration hereby authorized to be made in the said River; and the said Company shall, at their own Costs and Charges, from Time to Time, as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company by the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners for the Time being of the said Quays and Lands, that the said last-mentioned Works are not well and effectually made and constructed, or shall have been broken down or damaged, or is or are in want of Reparation and Amendment, immediately and without Delay well and effectually restore, repair, amend, uphold, support, and maintain the same.

On Neglect of the Company to embank the Lands, &c. of Thomas

XLIV. And be it further enacted, That if the said Company shall refuse or neglect well and effectually to make such Embankments, Dams, Mounds, and other Works, or to purchase and set out the said Road or Way hereby directed to be made, erected, purchased, and set

set out as aforesaid, or shall refuse or neglect well and effectually to restore, amend, uphold, support, and repair the same respectively, in manner aforesaid, for the Space of One Calendar Month after such Notice shall have been given as aforesaid, then and in such Case it shall be lawful for the said *Thomas Hustler*, his Heirs and Assigns, Owner or Owners for the Time being of the said Holme, Quays, and Lands herein-before described, to raise, erect, and make such and so many Embankments, Dams, Mounds, and other Works, and to purchase and set out the said Road or Way, and from Time to Time, on the like Occasion and Refusal or Neglect, to restore, repair, amend, uphold, support, and maintain the same as Occasion shall require; and all the reasonable Costs and Charges of such Works, and the Purchase and making of the said Road or Way, and of maintaining and repairing the same respectively, to be settled and allowed by Two or more Justices of the Peace acting for the North Riding of the said County of *York*, shall be repaid and reimbursed to the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners as aforesaid, by the said Company, within the Space of Twenty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company, or their Clerk for the Time being, by the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners as last aforesaid; and in default of Payment of the said Costs and Charges within the Time aforesaid, and from Time to Time as often as the same shall happen, it shall be lawful for the said Justices, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Time when such Costs and Charges ought to have been paid, by Distress and Sale of any of the Goods and Chattels of the said Company, or of their Treasurer for the Time being, for the Use of such Person or Persons to whom such Costs and Charges shall have been allowed, rendering to the said Company or their Treasurer the Overplus (if any), after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or otherwise the Costs and Charges so due and unpaid as aforesaid, with Interest after the Rate aforesaid, shall be sued for and recovered, with Costs of Suit, against the said Company or their Treasurer for the Time being, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act or of the said recited Act, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of such Warrant or Action as aforesaid.

Hustler, he may do so at the Expence of the Company.

XLV. And be it further enacted, That if after the said intended Cut or Canal shall have been opened and made navigable it shall be reasonably apprehended, that, by reason or in consequence of the same having been made, the Effect of the Current of the said River on the Island or Parcel of Ground called *Samphire Batt*, situate in the Parish of *Billingham* in the County of *Durham*, and belonging to the See of *Durham*, will be increased, that then and in that Case Two practising Engineers of Eminence, to be appointed as herein-

Protecting Property of the See of Durham, at Samphire Batt.

[Local.]

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after

after mentioned, shall forthwith inquire into, examine, and ascertain the increased Effects of the said River, by reason or in consequence of the said intended Cut or Canal, upon the South and West Sides of the said Island or Parcel of Land, and report their Opinion to the Owner for the Time being thereof, and to the said Company; and if by such Report it shall be declared that the Effect of the Current of the said River on the said South and West Sides of the said Island or Parcel of Land shall be increased by reason or in consequence of the making of the said intended Cut or Canal, that then and in such Case, but not otherwise, the said Company and their Successors do and shall, and they are hereby directed and required, at their own Costs and Charges, immediately after Notice shall have been given to the Clerk for the Time being of the said Company by the Lord Bishop of *Durham* for the Time being, or his Lessee, Owner or Occupier of the said Island or Parcel of Land, requiring the same to be done, to erect, and make, or cause to be erected and made, along the Northern Bank of the said River in and upon or near the said Island or Parcel of Land, such Embankments, Dams, Mounds, and other Works, and of such Extent, Breadth, and Height, and composed of such Materials, as in the Judgment of the said Two Engineers shall be deemed to be sufficient and reasonable to be raised, constructed, and made, at the Expence of the said Company, for the Protection and Defence of the same Island or Parcel of Land from Injury or Damage, so far as such Injury or Damage shall be solely derivable from the Alteration hereby authorized to be made in the Channel or Course of the said River; and the said Company shall, at their own Costs and Charges, from Time to Time as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company by the Owner or Occupier for the Time being of any Part of the said Island or Parcel of Land, that the said Works made for the Protection and Defence thereof as aforesaid have been broken down or damaged, or are in want of Reparation and Amendment, immediately and without Delay well and effectually restore, repair, amend, uphold, support, and maintain the same Works.

On Neglect of Company to repair any Damage done to Samphire Batt, the Bishop of Durham may do it at the Expence of the Company.

XLVI. And be it further enacted, That if the said Company shall refuse or neglect well and effectually to raise, erect, and make, or to restore, repair, amend, uphold, support, and maintain such Works as aforesaid for the Protection and Defence of the said Island or Parcel of Land, for the Space of One Calendar Month next after such Notice shall have been given as aforesaid, then and in such Case it shall be lawful for the Lord Bishop of *Durham*, or his Lessee for the Time being, Owner or Occupier of the said Island or Parcel of Land, to raise, erect, and make, or to restore, repair, amend, uphold, support, and maintain, as the Case may be, such Works as aforesaid for such Protection and Defence as herein-before mentioned, and that the said Company shall pay and reimburse to the said Lord Bishop, or his Lessee for the Time being, the Costs and Charges by him incurred in and about the raising, erecting, and making, or restoring, repairing, amending, upholding, supporting, and maintaining the said Works in manner aforesaid, to be settled and allowed by Two or more Justices of the Peace acting for the County of *Durham*, within the Space of Twenty Days next after the same shall have been so settled and allowed,

allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company, or their Clerk for the Time being, by the said Lord Bishop or his Lessee for the Time being; and in default of Payment of the said Costs and Charges within the Time aforesaid, and from Time to Time as often as the same shall happen, it shall be lawful for the said Justices and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Time when such Costs and Charges ought to have been paid, by Distress and Sale of any of the Goods and Chattels of the said Company, or of their Treasurer for the Time being, for the Use of such Person or Persons to whom such Costs and Charges shall have been allowed, rendering to the said Company, or their Treasurer, the Overplus (if any,) after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or otherwise the Costs and Charges so due and unpaid as aforesaid, with Interest after the Rate aforesaid, shall be sued for and recovered, with Costs of Suit, against the said Company, or their Treasurer for the Time being, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, or in the Court of Pleas of the County Palatine of *Durham*: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this Act or the said recited Act, all such Costs, Charges, Damages, and Expences as he shall have sustained or be put unto by virtue of such Warrant or Action as aforesaid.

XLVII. Provided always, and be it further enacted, That in all Cases where any Works, Matters, or Things are hereby directed to be done by the said Company for the Use, Benefit, or Convenience of any Owner or Owners, Occupier or Occupiers, or for the Protection of any Lands or Hereditaments to be affected by any Works by this Act authorized to be done under the Direction of Engineers, or where Reference is hereby directed to be made to Engineers, in every such Case Two Engineers shall be appointed, One of them by the said Company, and the other by the Owner or Owners for the Time being of the Lands or Hereditaments to be so affected; and in case of Difference of Opinion between such Two Engineers so to be chosen as aforesaid, then the Matters aforesaid shall be referred to and determined by some other Engineer to be appointed by the said Two Engineers so first chosen; and if in any Case where Engineers are to be appointed, either of the Parties who ought to appoint an Engineer shall refuse or neglect so to do for the Space of Twenty-one Days next after Request in Writing made for that Purpose by the other Party, then and in every such Case it shall be lawful and competent for the Engineer appointed by the willing Party, and he is hereby required, by his Award in Writing under his Hand, to ascertain and determine in the Premises as fully and effectually to all Intents and Purposes as if Two Engineers duly appointed as aforesaid had ascertained and determined the same; and in any Case in which Two Engineers shall be appointed as aforesaid, such Two Engineers shall not agree in any Award to be made in the Premises within Three Calendar Months next after they shall be appointed, nor in the Appointment

For appoint-
ing Engineers
to determine
any Differ-
ences be-
tween the
Company and
Owners of
Lands
affected by
the Canal.

Appointment of a Third Engineer within Twenty-one Days next after the Expiration of such Three Calendar Months next after they shall be appointed, nor in the Appointment of a Third Engineer within Twenty-one Days next after the Expiration of such Three Calendar Months, or in case the Third Engineer to be from Time to Time appointed by them shall die before making his Award, or shall refuse or neglect to make his Award within Three Calendar Months from the Time of his Appointment, then and in every such Case the Matters and Things then remaining to be ascertained and determined shall from Time to Time be ascertained and determined by an Engineer to be appointed by the Chairman for the Time being of the General Quarter Sessions of the Peace for the North Riding of the County of *York*, who shall and is hereby required to appoint an Engineer for that Purpose by Writing under his Hand, within Three Calendar Months from the Time when he shall be required so to do by the said Company, by Notice in Writing under their Common Seal, or by such Owner or Owners as last aforesaid, by Notice in Writing under his or their Hand or Hands; and the Award of every such Engineer so to be appointed as last aforesaid shall be binding and conclusive to all Intents and Purposes, as if such Award had been duly made by the Two Engineers originally appointed, any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Power for the
Company to
sell Lands
not wanted.

First Offer
of Sale.

XLVIII. And whereas by reason of the Purchases which the said Company are empowered to make by virtue of this Act, they may happen to be seised of more Lands, Tenements, or Hereditaments than may be necessary for effecting the Purposes of this Act; be it therefore enacted, That it shall be lawful for the said Company to sell and dispose of any Piece or Pieces of such Lands, Tenements, or Hereditaments, either together or in Parcels, and by public Auction or by private Contract, as they may think most convenient and advantageous, to such Person or Persons as shall be willing to purchase the same; and every such Conveyance from the said Company shall be valid and effectual, any thing in this Act contained, or any Law, Statute, or Custom to the contrary thereof notwithstanding: Provided always, that the said Company, before they shall sell and dispose of any such Lands, Tenements, or Hereditaments aforesaid, or any Part or Parts thereof respectively, shall first offer to sell the same to the Person or Persons whose Lands, Tenements, or Hereditaments shall immediately adjoin the Lands, Tenements, or Hereditaments so proposed to be sold; and such Person or Persons, in case he, she, or they shall be desirous of purchasing the same, shall signify such his, her, or their Desire to the said Company within Twenty-one Days after such Offer of Sale shall have been made; and in case such Person or Persons shall refuse or decline to avail himself, herself, or themselves of such Offer, or shall neglect or omit to signify his, her, or their Desire to purchase such Lands, Tenements, or Hereditaments for the Space of Twenty-one Days, then and in every such Case an Affidavit made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before some Justice of the Peace for the County in which such Lands, Tenements, or Hereditaments shall be situate, by some Person or Persons not interested
in

in the Premises, stating that such Offer was made by or on behalf of the said Company, and that such Offer was refused or declined, or was not accepted by the Person or Persons to whom the same was made within the said Space of Twenty-one Days from the Day or Time of making the same, shall in all Courts whatever be deemed Evidence and Proof that such Offer was made and was refused or declined, or was not accepted within the Time aforesaid (as the Case may be), by the Person or Persons to whom such Offer was made; and in case such Person or Persons 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 in pursuance of this Act; and the Expences of hearing and determining such Difference shall be borne and paid in like Manner as is herein-before directed with respect to Purchases made by the said Company, *mutatis mutandis*; and the Money produced by the Sale or Sales which may be made by the said Company of such Lands, Tenements, or Hereditaments as aforesaid, shall be applied to the Purposes of this Act.

XLIX. And be it further enacted, That upon Payment of the Money which shall arise by the Sale or Sales of such Lands, Tenements, or Hereditaments, or any Part or Parcel thereof, it shall be lawful for the Treasurer for the Time being to the said Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for such Lands, Tenements, or Hereditaments, or for so much thereof as in such Receipts respectively shall be expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or of any Part thereof.

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

L. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to contract with any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, (who shall be willing to sell the same,) for the Purchase of any Lands, Tenements, or Hereditaments, not exceeding in the whole Ten Statute Acres, in addition to the Lands, Tenements, or Hereditaments to be taken or used for the Purpose of making such Cut or Canal and other Works herein-before mentioned, in such Place or Places as they shall deem eligible or convenient, for the Purpose of making, erecting, forming, and providing any Wharfs, and any Coal or other Yards, Staiths, Warehouses, or other Buildings and Conveniences, for the Purpose of receiving or keeping any Goods, Merchandize, or other Things carried or conveyed or intended to be carried or conveyed upon the said Cut or Canal, or for making any convenient Roads or Ways leading thereto, or for any other Purposes whatsoever connected with the said Cut or Canal, which the said Company shall judge requisite and necessary; and it shall be lawful for all Bodies Politic, Corporate, and Collegiate, Corporations Aggregate and Sole, and all

Empowering Company to purchase additional Quantity of Land.

[Local.]

26 F

other

other Persons whomsoever, to sell and grant or convey to the said Company and their Successors any Lands, Tenements, or Hereditaments whatsoever, for the Purposes last aforesaid or any of them, in the same Manner as is herein-before directed, concerning Lands, Tenements, or Hereditaments to be taken or used for the Purpose of making and maintaining the said Cut or Canal and other Works hereby authorized to be made.

Company empowered to sell such Lands, and to purchase and sell again.

LI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, from Time to Time, and at any Time or Times hereafter, to sell and dispose of such additional Lands, Tenements, or Hereditaments as they are hereby authorized and empowered to purchase, and shall have actually purchased for the Purposes last herein-before mentioned, or so much and such Part or Parts of the same Lands, Tenements, or Hereditaments as the said Company shall think proper, and either together or in Parcels, by public Auction or by private Contract, as shall be thought advisable or expedient, to any Person or Persons who shall be willing to become the Purchaser or Purchasers thereof, and again from Time to Time to contract for the Purchase of any other Lands, Tenements, or Hereditaments more eligible or convenient for the Purposes aforesaid, or any of them, and afterwards to sell and dispose of the same as aforesaid, so that the total Number or Quantity of Acres to be purchased by the said Company for any of the Purposes last herein-before mentioned shall not exceed at any one Time the Quantity or Number of Acres by this Act specified or allowed for those Purposes.

Restraining the Company from purchasing more than Ten Acres of Land from incapacitated Persons.

LII. And whereas the said Company are enabled to purchase Ten Statute Acres of Land by virtue of this Act for the Purposes thereof, in addition to the Land hereby authorized to be purchased and used or taken for the making or completing the said Cut, Canal, or other Works, and all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, and all other Persons whomsoever, are empowered to sell such Quantity or Number of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands, Tenements, or Hereditaments so purchased from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for and on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands, Tenements, or Hereditaments are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, and again purchasing other Lands, Tenements, or Hereditaments from the same or from any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands, Tenements, or Hereditaments are limited in strict Settlement, and other

Persons being under legal Disability or Incapacity, in lieu or stead of the Lands, Tenements, or Hereditaments so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, and Persons to whom or for whose Benefit Lands, Tenements, or Hereditaments are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Ten Statute Acres; and in case the said Company shall afterwards sell the Whole or any Part of such Ten Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands, Tenements, or Hereditaments are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, nor for the same or for any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Trustees or Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees for or on behalf of Infants, Lunatics, Idiots, Femes Covert, Cestuique Trusts, Tenants for Life or in Tail, Persons to whom or for whose Benefit Lands, Tenements, or Hereditaments are limited in strict Settlement, or other Persons being under legal Disability or Incapacity, to sell to the said Company, any other Lands, Tenements, or Hereditaments, in lieu or instead of the before-mentioned Number of Acres, or any Part thereof, so sold or disposed of by the said Company.

LIII. And be it further enacted, That all Conveyances to be made by the said Company under or by virtue of or in pursuance of the several Powers and Authorities to them hereby given shall be made according to the following Form; *videlicet*,

Form of
Conveyance
from the
Company.

WE the Proprietors of the *Tees* Navigation Company, in consideration of the Sum of _____ to us paid by *A. B.* of _____ do hereby, by virtue of the Powers contained in an Act of Parliament passed in the Ninth Year of the Reign of His Majesty King *George* the Fourth, intituled [*here set forth the Title of this Act*], grant and release to the said *A. B.* all [*describing the Premises to be conveyed*], and all our Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold unto and to the Use of the said *A. B.*, his Heirs and Assigns for ever [*or to such Uses as the Purchasers may desire*]: In witness whereof we the said Company of Proprietors have hereunto caused our Common Seal to be set and affixed, this
Day of _____ in the Year of our Lord _____

LIV. And

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

LIV. And be it further enacted, That in all Conveyances to be made by the said Company under the Authority of this Act, the Word "grant" shall amount to and be construed and adjudged in all Courts of Judicature to be an express Covenant to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were, at the Time of the Execution of such Conveyances, seised of the Lands, Tenements, and Hereditaments thereby granted, of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and that the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, shall quietly enjoy the same against the said Company, their Successors and Assigns, 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 such Purchasers and Grantees, and their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances; and if the Premises are Leasehold for Years, they shall be assigned by a Form answerable to the above, only substituting Words applicable to the Assignment of a Chattel, and the Word "Grant" being held to be a Covenant only commensurate with the Estate of the said Company in the Premises assigned; and all Copyholds shall be surrendered according to the Custom of the Manor of which they are Parcel.

If Land not
contracted
for within
Five Years,
Power to
cease.

LV. Provided always, and be it further enacted, That if the said Company shall not, within the Space of Five Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Premises which they are by this Act empowered to purchase, or for so much thereof as shall be deemed necessary or proper for the Purposes of this Act, then and from thenceforth the Powers which are hereby granted to them for such Purpose only shall cease, determine, and be utterly null and void.

If the new
Cut is not
completed
within Seven
Years, Pow-
ers of this
Act to cease,
except as to
such Parts as
shall be then
completed.

LVI. Provided also, and be it further enacted, That in case the said Cut or Canal by this Act authorized to be made shall not have been made and completed within the Space or Term of Seven Years, to be computed from the passing hereof, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act for making such Cut or Canal shall cease and determine, save only and except as to so much (if any) of the said Cut or Canal as shall have been declared and certified to have been completed within the said Term by the Justices of the Peace acting for the North Riding of the said County of *York* assembled at any General or Quarter Sessions of the Peace to be holden in and for the said North Riding, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses, upon Oath or Affirmation, to be produced before them for that Purpose, which Oath or Affirmation such Justices are hereby empowered to administer.

LVII. Pro-

LVII. Provided always, and be it further enacted, That if the said Cut or Canal to be made under the Authority of this Act; or any Part thereof, shall at any Time hereafter be abandoned or given up by the said Company, or shall not for the Space of Five Years be used and employed as a Cut or Canal, then and in such Case the Lands, Tenements, or Hereditaments so purchased or taken by the said Company for the Purposes of this Act; or the Part or Parts thereof over which the said Cut or Canal, or such Part or Portion thereof as shall be so abandoned or given up by the said Company, shall pass, shall vest in the Owner or Owners of the Property adjoining that which shall be so abandoned or given up, in manner following; (that is to say,) One Half thereof to the Owner or Owners of the Property on the one Side, and the other Half thereof in the Owner or Owners of the Property on the other Side thereof.

If Cut is abandoned by the Company, the Land to vest in the Owners of Property adjoining.

LVIII. And be it further enacted, That the said Company, or such Person or Persons as they shall for that Purpose appoint, are and is hereby authorized to contract and agree with any Person or Persons for making the said Cut or Canal, or any Part or Parts thereof, or any other of the Works hereby authorized to be made by the said Company, in such Manner and for such Sum and Sums of Money, and under such Regulations and Restrictions, as the said Company shall think proper; and all Contracts in Writing for any of the Purposes aforesaid shall be binding upon the said Company and all other the Parties thereto, and their respective Successors, Heirs, Executors, or Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered against the said Company, or against any of the Parties failing in the Execution thereof.

Company may contract for Works.

LIX. And be it further enacted, That the said Company shall and they are hereby required to order and direct a Book or Books to be provided and kept by their Clerk for the Time being, in which Book or Books such Clerk shall enter or cause to be entered true and regular Accounts of all Sums of Money received, paid, laid out, and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed, laid out, and paid; and such Book or Books shall at all seasonable Times be open to the Inspection of the Proprietors of the said Company, or of any Creditor or Creditors on the Tolls, Rates, or Duties by the said recited Act or by this Act granted, without Fee or Reward; and the said Proprietors and Creditors, or any of them, shall or may take Copies of or Extracts from the said Book or Books, or any Part or Parts thereof, without paying any thing for the same; and in case the said Clerk shall refuse to permit or shall not permit any of the said Proprietors or Creditors to inspect any such Book or Books, or to take such Copies or Extracts as aforesaid, such Clerk shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are hereby directed to be levied and applied.

Books of Accounts to be kept, and be open to Inspection.

LX. And be it further enacted, That every Officer and Person who shall have been appointed by virtue of the said recited Act, or

Officers to account.

[Local.]

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who

who shall be appointed or 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 Company, 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, and how, and to whom, and for what Purpose the same and every Part thereof hath or have been disposed of, together with the Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him or her, to such Person or Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Person or Persons as they shall respectively appoint, within Seven Days after being thereunto required by the said Company, or by such other Person or Persons on their Behalf, all Books, Papers, and Writings in his or her Custody or Power relating to the Execution of this Act, 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 for the County, Riding, or Division within which such Officer shall be or reside, such Justice may and 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 settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, 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 may and he is hereby empowered, on Nonpayment thereof, by Warrant under his Hand and Seal, to cause such Money to be levied by Distress and Sale of the Goods or 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 may and is hereby authorized and required, by Warrant under his Hand, to commit such Officer or Person to the Common Gaol or House of Correction of such County, Riding, or Division, there to remain, without Bail or Mainprize, until he or she shall have delivered up the Vouchers and Receipts relating to such Accounts, and shall have paid all the Money which shall appear to be in the Hands
of

of or owing from him or her, and the reasonable Charges 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 have paid the Composition Money to the said Company, (and which Composition the said Company are hereby respectively empowered to make,) and shall have delivered up all such 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 by virtue of this Act.

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

Treasurer
and Clerk not
to be the
same Person.

LXII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to raise amongst themselves, or by the Admission of other Persons as Subscribers to the Undertaking, any further Sum or Sums of Money, not exceeding in the whole the Sum of Twenty thousand Pounds, over and above and in addition to the several Sums authorized to be raised by the said recited Act; and all and every new Share or Shares to be created in pursuance of this Act shall be deemed Personal Estate, and shall be transmissible as such; and all Bodies Politic, Corporate, or Collegiate, and other Persons who shall subscribe for or towards raising the said new Shares, or who shall become entitled thereto, and the several and respective Successors, Executors, Administrators, and Assigns of such Bodies and Persons respectively

Company
enabled to
raise Money
amongst
themselves,
or by Creation
of new
Shares.

respectively as aforesaid, shall be and they are hereby declared to be the Owners or Proprietors of the said new Shares in the said Undertaking, and are hereby united to and incorporated with the said Company.

Company
may borrow
Money.

LXIII. Provided always, and be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to borrow and take up at Interest, of and from any of the Members of the said Company who shall be willing to advance the same, or of and from any other Person or Persons, any Sum or Sums of Money not exceeding Thirty thousand Pounds, over and above and in addition to the said Sum of Twenty thousand Pounds herein-before authorized to be raised, and to secure the Repayment of the Whole or of any Part of the Money so borrowed, together with lawful Interest for the same, to the Person or Persons who shall advance any such Sum or Sums, his, her, or their Trustee or Trustees, Executors, Administrators, or Assigns, by Mortgage or Assignment of the said Undertaking, and of the Rates and Duties on Tonnage granted by the said recited Act: Provided nevertheless, that all Mortgages or Assignments hereby authorized to be made shall be made subject and without Prejudice to the Mortgage or Assignment of the same Rates or Duties which hath been already made or granted under the Powers and Authorities in the said recited Act contained in that Behalf, for securing the Sum of Three thousand Pounds and Interest attending the same, and to any Transfer or Transfers of the same Security, and also subject and without Prejudice to the Payment of the Dividend of Ten Pounds *per Centum per Annum* upon the Shares which have been raised or contributed for carrying the Purposes of the said recited Act into Effect.

Form of
Mortgage.

LXIV. And be it further enacted, That every Mortgage or Security which shall be made or given by the said Company for securing the Payment of the Money so to be borrowed by virtue of this Act as aforesaid, shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Case may require; (that is to say,)

‘ Number

‘ **BY** virtue of an Act passed in the Forty-eighth Year of the Reign
‘ of His late Majesty King *George the Third*, intituled *An Act*
‘ *for making a navigable Cut from the East Side of the River Tees near*
‘ *Stockton into the said River near Portrack in the County of Durham,*
‘ *and making various other Improvements in the Navigation of the said*
‘ *River between the Town of Stockton and the Sea*; and by virtue of
‘ an Act passed in the Ninth Year of the Reign of His present
‘ Majesty King *George the Fourth*, intituled *An Act, &c.* [*here set*
‘ *forth the Title of this Act*]; we the *Tees Navigation Company*, incor-
‘ porated under and by virtue of the said Acts, in consideration of
‘ the Sum of _____ to us in hand paid by
‘ *A. B.* of _____, do assign and transfer unto the said
‘ *A. B.*, his [*or her*] Executors, Administrators, and Assigns, the said
‘ Navigation or Undertaking, and all and singular the Tonnage
‘ Rates

‘ Rates and Duties arising under or by virtue of the said Acts, to
 ‘ hold unto the said *A. B.*, his [*or her*] Executors, Administrators,
 ‘ and Assigns, until the said Sum of _____ with
 ‘ Interest for the same after the Rate of _____
 ‘ for every One hundred Pounds by the Year, shall have been fully
 ‘ satisfied and paid to the said *A. B.*, his [*or her*] Executors, Admi-
 ‘ nistrators, or Assigns, by the said Company. Given under our
 ‘ Common Seal, the _____ Day of _____
 ‘ in the Year of our Lord _____

And all Persons to whom such Mortgages or Assignments shall be made shall be equally entitled one with the other to their Proportion of the said Tonnage Rates or Duties and Premises, according to the respective Sums secured by such Mortgages, without any Preference by reason of the Priority of Date of any such Mortgage or Assignment, or on any Account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Name or Names, with the proper Addition or Additions of the Person or Persons to whom the same shall have been made, and of the Sum borrowed, together with the Rate of Interest to be paid thereon, shall, within Twenty-eight Days next after the Date thereof, be entered in a Book to be kept by the Clerk to the said Company, for which he shall be paid Two Shillings and Sixpence and no more; which Book shall and may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and the Person or Persons to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, shall and may from Time to Time transfer his, her, or their Right or Interest therein to any Person or Persons whomsoever; which Transfer shall or may be in the Words or to the Effect following, with such Variation therein as Circumstances may render necessary:

Memorials of Mortgages to be entered by the Clerk.

‘ I _____ of _____ in
 ‘ consideration of the Sum of _____ paid
 ‘ by _____ of _____ do hereby
 ‘ transfer a certain Mortgage, Number _____ made by the *Tees*
 ‘ Navigation Company to _____ bearing Date the
 ‘ _____ Day of _____ for securing the Principal Sum
 ‘ of _____ with Interest after the Rate of _____
 ‘ *per Centum per Annum*, together with all Interest accrued or to
 ‘ accrue thereon, and all my Right and Property therein, to the said
 ‘ _____ his [*or her*] Executors, Administrators, or
 ‘ Assigns. Dated this _____ Day of _____

Form of Transfer of Mortgage.

And every such Transfer shall, within Twenty-eight Days after the Date thereof, be produced to the Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in like Manner as of the original Mortgage or Assignment, for which such Clerk shall be paid Two Shillings and Sixpence and no more; and after such Entry made, every Transfer shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators, Assigns, or Successors, to the full Benefit thereof and Payment thereon; and it shall not be

Transfers to be entered by the Clerk.

Mortgagees
not to vote.

in the Power of any Person or Persons who shall have made such Transfer to make void, release, or discharge the said Mortgage, or any Money thereon due or thereby secured, or any Part thereof; provided that no Person to whom any such Mortgage shall be made or transferred as aforesaid shall be capable of acting or voting by virtue thereof, either as a Principal or Proxy, at any General Assembly of the said Company.

Money may
be borrowed
at a lower
Rate of In-
terest to pay
off existing
Mortgages.

LXV. And be it further enacted, That in case the said Company shall at any Time be able to borrow or take up Money at a lower Rate of Interest than shall happen to be payable upon any Mortgage or Mortgages which may have been granted by the said Company, either under the Authority of the said recited Act or of this Act, and may be then subsisting, it shall be lawful for them to borrow and take up at such lower Rate of Interest any Sum or Sums of Money not exceeding the Amount which will be requisite to pay off and discharge the Mortgage or Mortgages bearing the higher Rate of Interest, and to secure the same in the Manner in the said recited Act and this Act respectively mentioned, and by and with the Money so to be borrowed or taken up at such lower Rate of Interest to pay off and discharge the Money previously borrowed at a higher Rate of Interest.

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

LXVI. And be it further enacted, That in case the said Company shall be required or be desirous to pay off and shall pay off all or any Part either of the said Sum of Three thousand Pounds borrowed by virtue of the said recited Act, or of the Principal Sum or Sums to be borrowed on the Mortgages by this Act authorized to be made, or any of them, then and in every such Case it shall be lawful for the said Company, and they are hereby authorized and empowered, again to raise, in lieu of the Principal Money so paid off or to be paid off by them, so much and such Sum or Sums of Money as they shall from Time to Time have paid off or be required or be desirous to pay off to the Holders of the said Mortgages or any of them, or any Part or Parts thereof, 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 have due upon Mortgage more than the said several Sums of Three thousand Pounds and Thirty thousand Pounds in the whole, at any one Time.

Names of
Proprietors
to be regis-
tered.

LXVII. And for better securing to the several Proprietors of the said Undertaking their respective Shares therein, be it further enacted, That the said Company shall and they are hereby required, at some General Meeting after the passing of this Act, to cause the Names and proper Additions of the several Persons who shall be entitled to the new Shares hereby authorized to be created, together with the Number of the Shares which such Persons shall at the Time of making such Entry be respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk of the said Company, and after such Entry made to cause their Common Seal to be affixed to such Book; and also to cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto,

Tickets to be
issued.

to

to be delivered to each Proprietor on Demand, specifying the Share or Shares to which he, she, or they is or are entitled in the said Undertaking, every such Proprietor paying to the Clerk of the said Company Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as Evidence of the Title of such Proprietor or Proprietors, his, her, or their Executors, Administrators, Successors, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Ticket shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and such said Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

‘ *Tees* Navigation Company.

‘ Number
 ‘ THESE are to certify, That _____ of _____ is
 ‘ a Proprietor of the Share, Number _____ of the *Tees*
 ‘ Navigation Company, subject to the Rules, Regulations, and Orders
 ‘ of the said Company, and that the said _____ his
 ‘ [or her] Executors, Administrators, [or Successors,] and Assigns,
 ‘ is and are entitled to the Profits and Advantages of such Share.
 ‘ Given under the Common Seal of the said Company, the
 ‘ Day of _____ in the Year of our Lord _____’

Form of
Ticket.

LXVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then upon the same being brought and shown at some General Meeting of the said Company, such Certificate or Ticket may be cancelled and destroyed, and other similar Certificates or Tickets given under the Common Seal of the said Company to the Person or Persons in whom the Property of such Certificates or Tickets and the Shares therein mentioned shall be at that Time vested; or in case such Certificates or Tickets shall be lost or burnt or totally destroyed, then, upon due Proof thereof, like or similar Certificates or Tickets shall be given to the Person or Persons who was or were the Owner or Owners of or entitled to such Certificates or Tickets so lost, burnt, or destroyed; and a due Entry of the Transfer of such Certificates or Tickets (if any such have been made) shall be entered by the Clerk of the said Company in manner herein directed, the said Clerk receiving for every such Certificate or Ticket which shall be so given or exchanged the Sum of Two Shillings and Sixpence, and no more.

New Tickets
may be issued
when Originals
are
damaged.

LXIX. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share, shall, for the Purposes of the said recited Act and of this Act, be deemed and taken to be the Owner or Proprietor of such Share, and such Owners or Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share or Shares, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in Share or Shares, without Proof of the Concurrence of the other Proprietor or Proprietors

The Person
whose Name
stands first
as joint Proprietor
with others, to be
deemed the
Owner, &c.

Proprietors of such Share or Shares; and all Notices by the said Act recited, or by this Act, directed to be given to the Owners or Proprietors of any Share in the said Undertaking, shall or may be given or sent to the Person whose Name shall so stand first in the Books of the said Company, or be left at the last or usual Place of Abode of such Person.

Lunatics and Minors may vote by their Committees or Guardians.

LXX. And be it further enacted, That in case any Proprietor entitled to vote at any General Meeting of the said Company shall be a Lunatic or Minor, such Lunatic shall or may vote at such Meeting or Meetings by his or their Committee, or by any One of such Committee; and such Minor shall or may vote by his or her Guardian, or any One of such Guardians; provided that such Committee or Guardian may, if a Proprietor, also vote in right of his own Shares as well as in Character of Committee for any Lunatic, or of Guardian of any Minor, on the same Occasion.

Receipt of Persons in whose Names Shares stand to be a good Discharge.

LXXI. And be it further enacted, That the Receipt or Receipts of the Person, or of any One of the Persons, in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company, shall from Time to Time be a sufficient Discharge to the Treasurer or Treasurers for the Time being of the said Company for any Dividend or Sum of Money which shall become due and payable and be paid for or in respect of such Share, notwithstanding any Uses, Trusts, Intents, or Purposes upon or to which such Share shall be then settled, conveyed, or assigned.

Receipts of Parents or Guardians of Minors to be a sufficient Discharge.

LXXII. And be it further enacted, That in all Cases where the Money shall be payable under the Provisions of the said recited Act or this Act to any Proprietor in the said Undertaking who shall be a Minor, the Receipt of the Parent or Guardian for the Time being of such Minor shall be a sufficient Discharge to the Company and their Treasurer for the Time being.

Company may allow Interest to Shareholders paying in Advance, and charge Interest upon Defaulters.

LXXIII. And be it further enacted, That it shall be lawful for the said Company to allow and pay Interest, at the Rate of Five Pounds *per Centum per Annum*, to all and every the Proprietors of the new Shares hereby authorized to be created, upon all and every Sum or Sums of Money paid or to be paid by them in advance before the Calls upon their said Share or Shares shall become payable; and the said Company shall and may charge, demand, and recover Interest, at the said Rate of Five Pounds *per Centum per Annum*, upon and against all and every the Proprietors of such new Shares who shall be in arrear in Payment of the several Calls made or to be made upon them as aforesaid, for the Space of Seven Days after the said several Calls shall become payable.

Application of the Capital to be raised under this Act.

LXXIV. And be it further enacted, That the Monies to be received under or by virtue of the said recited Act and this Act shall be applied, in the first place, in discharging the Costs, Charges, and Expences of obtaining and passing this Act, and of the Surveys, Plans, and Estimates, and other incidental Expences relating thereto; and the Remainder of the Money to be raised by virtue of this Act

shall be applied in the next place for and towards the making and maintaining the said intended Cut or Canal and other Works by this Act authorized to be made, and otherwise for putting this Act into Execution.

LXXV. And be it further enacted, That the Rates and Duties on Tonnage granted by the said recited Act shall be applied in manner following; that is to say, in the first place, in paying the Interest of the before-mentioned Sum of Three thousand Pounds borrowed by the said Company under the Authority of the said recited Act, or of so much thereof as shall for the Time being remain unsatisfied and undischarged; and in the next place, in a Payment of the said Dividend of Ten Pounds *per Centum per Annum* on the before-mentioned Shares raised and created by virtue of the same Act; and in the next place, (but subject and without Prejudice to answering the above Purposes,) in Payment of the Interest of any Sum or Sums of Money which shall be borrowed or raised by Mortgage in pursuance of the Powers for that Purpose contained in this Act; and in the next place, in Payment of a Dividend of Ten Pounds *per Centum per Annum* on the Shares which shall be created by virtue of this Act; and the ultimate Residue of the said Rates and Duties shall from Time to Time be either applied in paying off and discharging the Sum and Sums of Money borrowed and to be borrowed on Security thereof, or otherwise in further Improvements in any Part of the River *Tees* which is now navigable, as the said Company shall from Time to Time see fit and expedient.

Application of the Rates to be levied under the recited Act.

LXXVI. Provided always, and be it further enacted, That it shall be lawful for the said Company from Time to Time, and as often as they shall see fit, to lessen and reduce all or any Part of the Rates and Duties granted by the said recited Act, as and with respect to all or any Part or Parts of the Cargo of Ships or Vessels coming into or going out of the said River *Tees*, or of any Article or Articles forming Part of such Cargo; and afterwards from Time to Time again to raise, advance, and vary the same, so as not at any Time to exceed the Amount in the said recited Act authorized to be taken.

Rates may be altered.

LXXVII. Provided always, and be it further enacted, That it shall and may be lawful to and for His Majesty, in and by an Order in Council, or to and for the Lords Commissioners of His Majesty's Treasury, or any Three or more of them, from Time to Time and at all Times, when and so often as He or they shall deem fit so to do, in and by His or their Order in Writing, to reduce the Duties by the said recited Act made payable on all or on such or so many of the Foreign Ships or Vessels, and on all or on such or so many of the Goods and Merchandizes imported or exported in Foreign Bottoms, as He or they in their Judgment shall deem expedient, to the same and like Duties as are by the said recited Act, and hereafter shall, in pursuance of the Powers therein contained, be made payable in respect of the *British* Ships or Vessels, or the Goods and Merchandizes imported or exported in or by them.

Power to reduce Dues on Foreign Ships and Goods.

[*Local.*]

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LXXVIII. And

Owners or Occupiers of Lands on the North Side of the Canal may keep a Ferry Boat upon the same.

LXXVIII. And whereas by making the said intended Cut or Canal in the Line and Direction marked in the said Plan, the Communication now subsisting between such Lands or Hereditaments belonging or reputed to belong to the said *Thomas Hustler*, as are situate, lying, or being on the Northern Side of the Line and Direction in which the same Cut or Canal is intended to be made, and the other Lands and Hereditaments belonging or reputed to belong to the said *Thomas Hustler*, will be interrupted; be it therefore further enacted, That it shall be lawful for all and every the Owner or Owners, Occupier or Occupiers, or other Person or Persons interested in the said Lands or Hereditaments on the North Side of the Line or Direction in which the said Cut or Canal is intended to be made, or any of them, or any Part or Parts thereof respectively, from Time to Time and at all Times after the said Cut or Canal shall have been made and rendered navigable, at his or their own Costs and Charges, to maintain One or more Ferry Boat or Ferry Boats upon the said intended Cut or Canal, or any Part thereof, and to use the same for the Purpose of passing over and across the said intended Cut or Canal, or for any other Purpose which he, she, or they may think proper, without being subject or liable to pay any Compensation for the same: Provided nevertheless, that all and every such Ferry Boat and Ferry Boats as aforesaid shall be moored at one or other of the Sides of the said Cut or Canal, in such proper and convenient Place or Places as shall be from Time to Time for that Purpose fixed by the said Company at any General Assembly, or by their Committee, and shall not in anywise hinder or obstruct the Navigation of the said Cut or Canal.

Conveyance of Lands in the North Riding to be registered pursuant to 8 G. 2. c. 6.

LXXIX. Provided always, and be it further enacted, That every Deed, Conveyance, or Judgment which shall or may be made, obtained, or entered into under or by virtue of this Act, or any of the Powers, Authorities, or Directions herein contained, of or concerning or whereby any Honor, Manors, Lands, Tenements, or Hereditaments in the North Riding of the County of *York* may be any way affected at Law or in Equity, shall be subject to the Provisions of a certain Act of Parliament passed in the Eighth Year of the Reign of His late Majesty King *George* the Second, intituled *An Act for the public registering of all Deeds, Conveyances, Wills, and other Incumbrances that shall be made of or that may affect any Honors, Manors, Lands, Tenements, and Hereditaments within the North Riding of the County of York, after the Nine-and-twentieth Day of September One thousand seven hundred and thirty-six*; but nevertheless that such last-mentioned Act shall not extend or be construed to extend to any Share or Shares of any Subscriber or Subscribers, Proprietor or Proprietors of and in the said *Tees* Navigation Company, or to any Assignment or Assignments, Mortgage or Mortgages, or other Deed, Matter, or Thing in anywise concerning or affecting the same.

Canal not to be subject to Commissioners of Sewers.

LXXX. And be it further enacted, That the said intended Cut or Canal and other Works to be made by virtue of this Act shall not be subject to the Controul, Direction, Survey, or Order of any Commissioners

sioners of Sewers, or to any Laws or Statute relating to Sewers, any Law or Statute to the contrary notwithstanding.

LXXXI. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to take away, impeach, abridge, restrain, alter, prejudice, or affect any Rights, Estates, Anchorage, Plankage, or other Duties, Tolls, Customs, Powers, Jurisdictions, Privileges, or Advantages whatsoever, of or belonging to the Lord Bishop of *Durham*, or his Successors, or any Person or Persons claiming under him, them, or any of them, or of or belonging to the Mayor, Aldermen, and Burgesses of the Borough of *Stockton* aforesaid, or of any Person or Persons claiming under them, or of or belonging to any other Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whomsoever, otherwise and except inasmuch as the same are by this Act expressly taken away, restrained, altered, or affected.

Saving Clause for the Bishop of Durham and the Corporation of Stockton.

LXXXII. And be it further enacted, That if any Person or Persons shall throw, cast, or empty any Ballast, Gravel, Sand, Ashes, or other Rubbish out of any Ship, Vessel, Boat, or other Craft, into the said River *Tees*, within the Port of *Stockton*, every such Person shall forfeit and pay a Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty for throwing Rubbish into the River Tees.

LXXXIII. And be it further enacted, That all Penalties and Forfeitures for all and every the Offences in the said recited Act and in this Act mentioned, in relation to which the Manner of convicting the Offenders is not herein particularly mentioned or directed, shall be adjudged by and recovered before some Justice of the Peace for the County, Riding, or Division in which such Offence may occur, in a summary Way; and such Justice is hereby authorized and empowered to convict the Offender or Offenders upon Information on the Oath or Affirmation of any Person, 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 Penalties or Forfeitures, the same shall be levied by Distress and Sale of the Offender's Goods and Chattels, by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), on Demand, to the Party or Parties whose Goods and Chattels shall be so distrained (the reasonable Charges of such Distress and Sale being first deducted); and One Half of the Penalties and Forfeitures when recovered shall be paid to the Informer, and the other Half thereof shall be paid to the Treasurer of the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid One Half to the Informer, and One Half to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers to the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby authorized and required, to order the Offender or Offenders so convicted to be detained and kept in safe Custody until Return can conveniently be made to such Warrant of

Recovery and Application of Penalties.

of Distress, unless the Offender or Offenders shall give sufficient Security, to the Satisfaction of such Justice, for his, her, or their Appearance before such Justice, or before some other Justice of the Peace for the said County, Riding, or Division, on such Day or Days as shall be appointed for the Return of such Warrant of Distress, such Day or Days not being more than Seven Days from the taking of any such Security, and which Security the said Justice is hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty and such Costs 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 Offenders, or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Distress should be issued, such Justice shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal, to commit such Offender or Offenders to the Common Gaol or House of Correction for the said County, Riding, or Division, there to remain for any Time not exceeding Three Calendar Months, unless such Penalty or Forfeiture, together with all Costs and Charges attending such Proceedings as aforesaid, (to be ascertained by such Justice,) shall be sooner paid and satisfied, or unless such Offender or Offenders shall be otherwise discharged by due Course of Law.

Clerk may grant Releases to Witnesses.

LXXXIV. And be it further enacted, That in all Actions or Suits at Law or in Equity, and in all Proceedings under the said recited Act or this Act, or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, and also in all Prosecutions commenced or instituted by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for the Clerk for the Time being of the said Company, (not being personally interested otherwise than as a Proprietor of Shares in the said Undertaking,) in his own Name, for or on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Release or Releases as may be or be deemed to be necessary for the Purposes of exonerating, releasing, or discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Suit, Action, or Prosecution, Arbitration, Reference, or other Proceeding; 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 the said Company.

Damages may be levied on Goods of the Company.]

LXXXV. And be it further enacted, That when and as often as any Sum of Money shall be directed or ordered to be paid by any Justice

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

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

Damages and Charges to be settled by Justices.

LXXXVII. And be it further enacted, That in all Cases in which by the said recited Act or 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 for which such Penalty or Forfeiture is imposed, 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 shall have been exhibited or taken before such Justice; and all such Proceedings by Summons without Information in Writing shall be as

Penalties, &c. may be recovered on Summons and without Information in Writing.

[Local.]

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good,

good, valid, and effectual, to all Intents and Purposes, as if an Information in Writing had been exhibited.

Service of
Notices on
Company.

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

Notices given
by Company
to be signed
by the Clerk.

LXXXIX. And be it further enacted, That in all Cases where it may be necessary for the said Company to give any Notice to any Body Politic, Corporate, or Collegiate, or to any Person whomsoever, under the Provisions or Directions contained in the said recited Act or this Act, it shall be and be deemed to be sufficient if such Notice be in Writing, and signed by the Clerk or Clerks for the Time being of the said Company, and without being under the Common Seal of the said Company.

Lights or
Beacons not
to be exhibit-
ed or altered
without the
Sanction of
the Trinity
House of
Deptford
Strond.

XC. Provided always, and be it enacted, That nothing in the said recited Act of the Forty-eighth Year of the Reign of His said late Majesty, or in this Act contained, shall extend or be construed to extend to authorize or empower the said Company of Proprietors to exhibit or alter any Light or Lights, Beacon or Beacons, without having from Time to Time first obtained the Sanction in Writing of the Corporation of Trinity House of *Deptford Strond*, as to the Description and Power of any such Light or Lights, or the Character of any such Beacon or Beacons, and the Mode of exhibiting the same respectively.

Saving
the Rights of
the Trinity
House.

XCI. Provided always, and be it further enacted, That nothing in the said recited Act or this Act contained shall extend or be construed to extend to prejudice or derogate from any of the Rights or Privileges of the said Corporation of Trinity House.

Public Act.

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

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