



ANNO UNDECIMO

GEORGIIV. REGIS.

Cap. li.

An Act to enable the United Company of Proprietors of the *Ellesmere* and *Chester* Canal to make a Reservoir, and to establish Vessels for the Conveyance of Goods from *Ellesmere* Port across the River *Mersey*; and also to amend and enlarge the Powers of the Act relating to the said Canal.
[29th May 1830.]

WHEREAS an Act was passed in the Seventh and Eighth Years of the Reign of His present Majesty, intituled *An Act to amend and enlarge the Powers and Provisions of the several Acts relating to the Ellesmere and Chester Canal Navigation*, whereby the Powers and Provisions contained in the said several Acts were consolidated into One Act, and further Powers were granted to the United Company of Proprietors of the said Canal: And whereas it is necessary that a Reservoir or Basin should be made adjoining to the said Canal at or near to *Hurleston* Locks, in the several Townships of *Hurleston* and *Stoke* in the Parish of *Acton* in the County of *Chester*, for the Purpose of better supplying the said Canal with Water: And whereas it would be also of great public Utility if the said United Company were empowered to establish and work Boats, Barges, and other Vessels for the Conveyance of Goods, Wares, and Merchandize to
[Local.] 15 C and

7 & 8 G.4.
c. 102.

and from the said Canal upon and over the River *Mersey*: And whereas a further Sum of Money, in addition to the Sums authorized to be raised by the said recited Act, will be necessary for making the said new Branch Cut or Canal, and for carrying the Purposes of the said recited Act and this Act into execution: And whereas it is expedient that several of the Powers and Provisions contained in the said recited Act should be repealed or altered, amended, and enlarged in the Manner herein-after mentioned: And whereas the several Purposes aforesaid cannot be accomplished without the Aid and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 the Powers, Exceptions, Penalties, Forfeitures, Payments, Rules, Remedies, Directions, Articles, Matters, and Things therein contained, shall (except so far as the same or any of them is or are varied, altered, or repealed,) be good, valid, applicable, and effectual for carrying this Act into execution.

Powers of recited Act extended to this Act.

Company authorized to make a Reservoir.

II. And be it further enacted, That it shall be lawful for the said United Company of Proprietors, and they are hereby authorized and empowered, by themselves, their Deputies, Agents, Officers, Servants, and Workmen, to make and maintain a Reservoir adjoining or near to the said Canal at or near to *Hurleston* Locks upon the said Canal, in the Townships of *Hurleston* and *Stoke* in the Parish of *Acton* in the County of *Chester*, for the Purpose of holding and preserving the superfluous Waters of the higher Pounds of the said Canal, for the better supplying the lower Pounds thereof with Water.

Power to take Land.

III. And be it further enacted, That for the Purpose of making and maintaining the said Reservoir and other Works hereby authorized to be made, the said United Company, their Deputies, Agents, Surveyors, and Workmen, shall be and they are hereby authorized and empowered to enter into and upon the Lands and Grounds of or belonging to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, subject to the Directions and Provisions contained in the said recited Act and this Act, and to survey and take Levels of the same, or any Part or Parts thereof, and to set out, ascertain, and appropriate such Part or Parts thereof as they shall think necessary or expedient for making and maintaining the said Reservoir and other Works hereby authorized to be made; and to bore, dig, cut, trench, drain, sough, get, raise, remove, take and carry away any Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Materials or Things which can or may be dug, raised, or gotten in the making, carrying on, or maintaining or repairing of the said Reservoir or other Works respectively, or out of any Lands or Grounds of any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, adjoining or lying contiguous thereto, and which may be proper, requisite, necessary, or convenient for the same, or which may hinder, prevent, or obstruct the same; and to lay and deposit, use and manufacture, such Earth, Soil, Clay, Stone, Rubbish, Trees, Roots of Trees, Gravel,

Gravel, Sand, and other Materials, or any Part thereof, on any such adjoining or contiguous Lands or Grounds; and also to make, erect, bank, excavate, or set up, amend and alter, in, under, or upon the said Reservoir and other Works, or upon the Lands adjoining the same respectively, such and so many Sluices, Culverts, Weirs, Dams, Drains, Fences, Ways, Roads, and Conveniences, as, where, and in such Manner as the said United Company shall think requisite or convenient for the Purposes aforesaid (subject to the Restrictions and Directions contained in the said recited Act and this Act); and also from Time to Time to alter, repair, amend, improve, or discontinue the same; and also to place, lay, work, or manufacture the Materials necessary for the making, erecting, maintaining, and repairing the said Reservoir and other Works, on the Lands or Grounds adjoining to the Place or Places where the said Reservoir or other Works, or any of them, shall be carrying on and executed; and also to dig, take, and carry away any Soil, Gravel, Sand, Stone, or other Materials, for the Purposes aforesaid, in or from the Grounds or Premises of any Person adjoining to the said Reservoir or other Works; and also to construct, erect, make, and do all other Works, Matters, and Things which they shall think necessary and convenient for the making, completing, altering, preserving, improving, carrying on, and rendering fit for Use and using the said Reservoir and other Works hereby authorized to be made or constructed, according to the true Intent and Meaning of this Act, they the said United Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted for the Purposes last aforesaid, and making full Satisfaction, in the Manner directed by the said recited Act and this Act, to the Owners and Proprietors of and all Persons interested in any Lands, Tenements, or Hereditaments which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted for the Purposes last aforesaid.

IV. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said United Company, or any Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of this Act, any House or other Building, or any Ground which on or before the Twenty-ninth Day of *September* now last past formed the Site of any House or other Building, or any Land or Ground which at that Period was set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, without the Consent in Writing of the Owner and Occupier thereof and of the Person or Persons interested therein respectively.

Houses and Gardens not to be injured, &c. without Consent.

V. Provided also, and be it further enacted, That if the said United 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 or referred to, the Premises which they are by this Act empowered to purchase (or 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

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

granted to them for such Purpose only shall cease, determine, and be utterly null and void.

If Reservoir is not completed within Seven Years, the Powers of the Act to cease, except as to such Parts as shall be then completed.

VI. Provided always, and be it further enacted, That in case the said Reservoir and other Works authorized by this Act to be made shall not have been made and completed (unless prevented by inevitable Accidents) within the Space or Term of Seven Years, to be computed from the passing of this Act, 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 Reservoir and other Works hereby authorized to be made shall cease and determine, save only and except as to so much of the said Reservoir and other Works as shall have been declared and certified to have been made and completed within the said Term by the Justices of the Peace of the County (within which such Reservoir or other Works so completed shall be situate) assembled at any General or Quarter Sessions of the Peace to be holden in and for the said County, 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, and which Oath or Affirmation such Justices are hereby empowered to administer.

If Reservoir is abandoned by the Company, the Land to revert to Owners of Land adjoining.

VII. Provided always, and be it further enacted, That if the said new Reservoir to be made and completed under the Authority of this Act, or any Part thereof, shall at any Time hereafter be abandoned or given up by the said United Company, or shall not for the Space of Five Years be used and employed as a Reservoir, then and in such Case the Land or Ground so purchased or taken by the said United Company for the Purposes of this Act, or the Part or Parts thereof over or on which the said Reservoir, or any Part or Portion thereof which shall be so abandoned or given up by the said Company, shall be situated, shall vest in the Owner or Owners of the Land adjoining that which shall be so abandoned or given up, in manner following; that is to say, One Half Part thereof in the Owner or Owners of the Land on the one Side, and the other Part thereof in the Owner or Owners of the Land on the other Side thereof.

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

VIII. And whereas a Map or Plan describing the said intended Reservoir, and the Lands through or in which the same is intended to be made, together with a Reference thereto, containing a List of the Names of the Owners and Occupiers or reputed Owners or Occupiers of such Lands, hath been deposited in the Office of the Clerk of the Peace for the said County of *Chester*; be it therefore enacted, That the said Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace, to the end that all Persons interested in any Manner therein may at all reasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom at their Pleasure, such Persons paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and at the Rate of Sixpence for every One hundred Words of such Copy or Extract; and the said Map or Plan and Book of Reference, or any Copy thereof, or of so much thereof respectively

respectively as shall relate to any Matter which may be in question, certified to be a true Copy by the Clerk of the Peace who may have made the same, shall be good Evidence in all Courts of Law or elsewhere; and the said United Company, in making and completing the said Works hereby authorized to be made, shall not deviate more than One hundred Yards from the Situation delineated in the said Map or Plan thereof, nor in such Manner as to extend into any Lands or Grounds, the Owners of which are not mentioned in the said Book of Reference.

Limiting the Deviation from the Plan.

IX. Provided always, and be it further enacted and declared, That the said United Company of Proprietors may make and complete the said intended Reservoir, and other Works hereby authorized, into, through, across, or over and upon the Estates, Lands, or Grounds of any Person or Persons whomsoever, or of any Body or Bodies Politic, Corporate, or Collegiate, if it shall appear to the Satisfaction of any Two or more Justices of the Peace for the County within which such Lands or Grounds may lie or be situate (and shall be by them certified by Writing under their Hands), that the Name or Names, Title or Titles, Designation or Designations of such Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, shall have been by Mistake omitted in the said Map or Plan and Book of Reference, or either of them, or across any Roads, Brooks, or Rivulets which shall so appear and be certified to have been omitted by Mistake in manner aforesaid, and that instead thereof the Name or Names, Title or Titles, Designation or Designations of some other Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, to whom such Lands or Grounds do not belong, shall have been by Mistake inserted therein; any thing herein contained to the contrary thereof in anywise notwithstanding.

Errors in Book of Reference not to obstruct the making of the intended Reservoir.

X. And whereas it was by the said recited Act enacted, that for the Purposes thereof the said United Company of Proprietors, their Deputies, Agents, Servants, Surveyors, and Workmen, should be and were thereby authorized to enter upon any Lands or Grounds belonging to any Person whomsoever, subject to the Directions and Provisions of the said Act, and to survey and take Levels thereof, and set out such Part thereof as they should think necessary for making the Branch Cut or Canal and other Works thereby authorized to be made, and to bore, dig, cut, take, carry away, use, and manufacture any Earth, Soil, Clay, Stone, Gravel, or other Materials which could be got in the making the same, or out of any Lands or Grounds adjoining thereto; and to build Bridges, Culverts, and other Works; and to place, lay, work, or manufacture the Materials necessary for making, erecting, maintaining, and repairing the said Branch Cut or Canal and other Works, on the Lands or Grounds adjoining to the Place where such Works should be carrying on; and to make and do the several Works, Matters, and Things in the said Act mentioned for the making, completing, altering and improving, carrying on and using the said Branch Cut or Canal and other Works thereby authorized to be made and maintained, doing as little Damage as might be in the Execution of the several Powers thereby granted, and making full Satisfaction in manner therein-after mentioned to the Owners

Compensation to be made for temporary Damage.

[*Local.*]

15 D

and

and Proprietors and all Persons interested in any Lands or Hereditaments which should be taken, used, removed, diverted, or injured, for all Damages to be by them sustained by the Exercise of all or any of the Powers thereby granted; and it was by the said recited Act further enacted, that upon Payment or legal Tender of any such Sum or Sums of Money as should have been agreed upon between the Parties, or assessed by a Jury in the Manner therein-before set forth, for the Purchase of any Lands or Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as therein-before mentioned, to the Person or Persons entitled thereto, at the Times and in the Manner in the said Act mentioned, it should be lawful for the said United Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands and Hereditaments respectively; and it was thereby expressly provided, that before such Payment, Tender, or Investment as aforesaid, it should not be lawful for the said Company, or any Person acting under their Authority, to dig or cut such Lands or Hereditaments for the Purpose of making the said Canal, without the Consent of such Person or Persons respectively; and in case any Person should enter upon any such Premises for any of the Purposes of the said Act before such Payment, Tender, or Investment as aforesaid, every Person so offending should forfeit and pay the Sum of Ten Pounds for every Day he or they should remain on the said Premises: And whereas, in the making and executing the said Branch Cut or Canal and Reservoir, and the several other Works by the said recited Act and this Act authorized to be made, it may be necessary for the said United Company, their Servants and Workmen, to enter upon and take a temporary Possession of some Part or Parts of the Lands or Grounds adjoining to the Line of the said Branch Cut or Canal, Reservoir, and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which have been taken out in excavating deep Cuttings, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and other Materials from such adjoining Lands or Grounds for the forming of Embankments or making Bricks; but inasmuch as a Jury, summoned as directed by the said recited Act to assess a Compensation for the Damage and Injury done to such adjoining Lands and Hereditaments by the Exercise of such several Powers and Authorities last herein-before mentioned, cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by such Owners or Proprietors by the Exercise of the Authorities aforesaid, until the Works shall have been completed, it is expedient that the said United Company, their Servants and Workmen, should be empowered to enter upon such adjoining Lands and Hereditaments for the Purposes aforesaid, without incurring or being liable to the Penalties imposed by the said recited Act for entering or remaining on the said Lands without having previously made such Payment, Tender, or Investment as aforesaid, but nevertheless making to the Owners or Proprietors of such adjoining Lands such Recompence for temporary Damage done thereto as hereinafter mentioned; be it therefore further enacted, That notwithstanding any of the Provisions in the said recited Act contained it shall be lawful for the said United Company, their Servants and

Workmen, and they are hereby authorized and empowered, to enter upon the Lands of any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, adjoining or lying near to the said Branch Cut, Canal, and Reservoir, and other Works by the said recited Act and this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, or manufacturing upon such Lands, or on any Part or Parts thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which may have been excavated, dug, or got in the making the said Cut, Canal, and Reservoir, and other Works, or any of them, or which may be taken or dug out of or from any Lands or Grounds adjoining to the Place where the said Works, or any of them, shall be then carried on; and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands, or any Part or Parts thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be proper, requisite, or convenient for the making the said Cut, Canal, and other Work, or any of them, and to manufacture the same, without incurring or being liable to the Penalties imposed by the said recited Act for entering or remaining on the same Lands without having previously made such Payment, Tender, or Investment as in the said Act mentioned, they the said United Company, their Deputies, Servants, and Agents, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making such Compensation for such temporary Occupation of the said Lands and Premises for the Purposes aforesaid as shall be agreed upon between the Owners or Occupiers thereof respectively, or other the Person or Persons interested therein, and the said United Company; and in case the said United Company and the Person or Persons interested in such Land or Ground shall not agree as to the Amount of such Compensation, then the same shall be ascertained and fixed by any Two Justices of the Peace for the County in which such Lands shall lie, who, upon Application made to them by the said Company, or by any Person or Persons on their Behalf, shall examine into the said Matter, and shall determine and settle the Amount of the Compensation which shall be payable by the said Company; and in case of Nonpayment of the same or any Part thereof, for the Space of Fourteen Days after the same shall have become due, the same shall and may be recovered by the Person or Persons to whom the same shall be due and payable, by Distress and Sale of any Goods and Chattels vested in the said Company under the said recited Act or this Act, or of their Treasurer for the Time being, in the same Manner as in the said recited Act is directed with respect to the Recovery of Compensation or Satisfaction for Damage, Spoil, or Injury done by the said Company: Provided always, that the said United Company shall and they are hereby required, within Six Calendar Months after the Expiration of the respective Periods by the said recited Act and this Act granted for executing the Branch Cut or Canal, Reservoir, and other Works by such respective Acts authorized to be made, to make such Compensation and Satisfaction for the permanent Injury or Damage, if any, which may have been done to the said Land by the Exercise of any of the Powers and Authorities aforesaid, as may be agreed upon between the said Company

In case the Parties do not agree, Two Justices to fix the Amount.

Compensation for permanent Injury to be determined in manner prescribed by the recited Act.

pany and the Proprietor and Proprietors or other the Person or Persons interested in such Lands respectively, or in case the several Parties shall not agree about the same, as shall be determined and adjusted or assessed and awarded in the Manner and by the Ways and Means in or by the said recited Act prescribed with respect to any Lands, Grounds, or Hereditaments to be purchased for the Purpose of making and maintaining the said Canal and other Works thereby authorized to be made.

Right of Fishery in the Reservoir reserved to the adjoining Landowners.

XI. And be it further enacted, That the several Persons whose Lands or Grounds shall or may be purchased by the said Company for the making and constructing the Reservoir hereby authorized to be made, and their several and respective Heirs and Assigns, Owners for the Time being of Land or Ground adjoining to or abutting upon the said Reservoir, shall have and be entitled to the sole, several, and exclusive Right of Fishery of and in so much of the said Reservoir as shall be made over or upon the Lands or Grounds so to be purchased from such Persons respectively, subject nevertheless to the like Restrictions, Regulations, and Provisions, as to the Exercise of the said Rights of Fishery, as are mentioned and contained in the said recited Act with respect to the Rights of Fishery thereby reserved to Lords of Manors and Landowners in the Canal and other Works thereby authorized to be made.

Boundaries to be defined.

XII. And be it further enacted, That the said Company shall at their own Expence set out and at all Times maintain a Chain or other sufficient Boundary Line between the Properties of the several Persons whose Lands shall be taken for the Purposes of the said Reservoir, in order that, when such Lands shall be covered with Water, the Boundaries thereof may be distinguished.

Part of Embankment adjoining Mr. Oldershaw's Land not to be planted.

XIII. Provided always, and be it further enacted, That it shall not be lawful for the said United Company at any Time or Times to plant with Trees or Shrubs, or sow with Gorse or Heath, or otherwise convert into a Plantation or Cover, such Part of the Banks of the said Reservoir as shall be made upon the Lands to be purchased from the Reverend *John Oldershaw* of *Stoke* in the County of *Chester*, or thereon or on any Part thereof to erect any Building or Erection, (except such Culverts, Drains, or other Works as may be necessary for the using and maintaining in the most effectual Manner the said Reservoir,) or thereon or on any Part thereof to authorize or empower any Person or Persons, other than and except the Agents, Servants, and Workmen of the said United Company, to enter or come, without the Consent in Writing of the said *John Oldershaw* and *Ann* his Wife, or the Survivor of them, or other the Person or Persons for the Time being seised of or entitled to the Lands or Grounds adjoining to or abutting upon the said Reservoir, and now the Estate of the said *John Oldershaw* and *Ann* his Wife, or One of them, for such several Purposes first had and obtained; but that the Owner or Owners for the Time being of such last-mentioned Estate shall at all Times have and enjoy full and free Passage and Right of Way for themselves, and their Servants or other Persons employed or authorized by them, upon and over such Part of the Banks of the said Reservoir

Right of Passage over the same reserved.

Reservoir as last aforesaid, for the Purposes of exercising the said Right of Fishery hereby reserved to them: Provided always, that the said Rights of Fishery and Passage shall be so exercised as not to injure the Embankment of the said Reservoir or the Fences thereof, or other the Works of the said United Company.

XIV. And be it further enacted, That it shall be lawful for the said United Company, and they are hereby authorized and empowered, to contract with any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporation Aggregate or Sole, who shall be willing to sell the same, for the Purchase of any Parcel or Parcels of Land, Messuages, Buildings, or Hereditaments, not exceeding in the whole Fifteen Acres, in addition to the said Fifteen Acres authorized to be purchased in and by the said recited Act, in such Place or Places as they shall deem eligible or convenient for the Purpose of making, constructing, erecting, forming, and providing any Wharf or Wharfs, and any Coal or other Yards, Staiths, Messuages, Warehouses, and other Buildings and Conveniences whatsoever for the Purpose of receiving, lodging, depositing, or keeping any Goods, Merchandize, or other Things carried or conveyed, or intended to be carried or conveyed, upon the said Canal or Collateral Cuts in the said recited Act mentioned, or for making any Conveniences, Roads, Avenues, or Ways leading thereto, or for any other Purposes whatsoever connected with the said Canal or Collateral Cuts or the said Reservoir which the said United Company shall judge requisite and necessary; and it shall be lawful for all Bodies Politic, Corporate, and Collegiate, Corporations Aggregate and Sole, and all other Persons whomsoever, to sell and grant or convey to the said United Company and their Successors any Lands, Tenements, or Hereditaments whatsoever, for the Purposes aforesaid, in the Manner directed by and under and subject to the Restrictions contained in the said recited Act in reference to the Lands, Messuages, Buildings, and Hereditaments to be purchased or taken under the Powers of such Act for the Purpose of forming, making, and maintaining the said Branch Cut or Canal thereby authorized to be made.

Empowering the Company to purchase Fifteen Statute Acres of Land.

XV. And be it further enacted, That it shall be lawful for the said United Company, and they are hereby authorized and empowered, from Time to Time and at any Time hereafter, to sell and dispose of such additional Lands, Tenements, and Hereditaments as they are hereby authorized and empowered to purchase, and shall have actually purchased, under the Authority of this Act, or so much and such Part or Parts of the same Messuages, Lands, Tenements, and Hereditaments as the said Company shall think proper, and either together or in Parcels, by public Action or private Contract, as shall be thought advisable or expedient, to any Person or Persons who shall be willing to become the Purchaser thereof, and again from Time to Time to contract for the Purchase of any other Messuages, Lands, Tenements, and 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 of Proprietors for any of the Purposes herein-before mentioned shall not exceed at any one

Company may sell Lands authorized to be purchased by this Act, and afterwards purchase and sell again from Time to Time within the Limit or Quantity prescribed.

[*Local.*]

15 E

Time

Time the Quantity or Number of Acres by this Act specified or allowed for the same respective Purposes.

Restraining
the Company
from pur-
chasing more
than Fifteen
Statute Acres
of Land from
incapacitated
Persons, &c.

XVI. And be it further enacted, That it shall not be lawful for the said United Company, under the Authority of this Act, to purchase from any Body Politic, Corporate, or Collegiate, Corporation 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 are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, more than such Quantity or Number of Acres as are hereinbefore specified; and in case the said United Company shall afterwards sell the Whole or any Part of such last-mentioned Quantity of Land, it shall not be lawful for the said Company to purchase of or from the same or of or from any other Body Politic, Corporate, or Collegiate, Corporation 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 are limited in strict Settlement, and other Persons being under legal Disability or Incapacity, nor for the same or any other Body Politic, Corporate, or Collegiate, Corporation 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 are limited in strict Settlement, or other Persons being under legal Disability or Incapacity, to sell to the said United Company, under the Authority of this Act, any other Lands in lieu or stead of such last-mentioned Quantity of Land, or any Part thereof, so sold or disposed of by the said Company as aforesaid.

Company
may demise
the Tolls.

XVII. And be it further enacted, That it shall be lawful for the said United Company, or for the General Committee thereof, and they are hereby authorized and empowered, by any Instrument in Writing under their Common Seal, to let to farm all or any Part or Parts of the Tolls, Rates, and Duties by the said recited Act or this Act authorized to be taken upon the Whole or any Part or Parts of the said Canal or Collateral Cuts or on the said Railway in the said recited Act mentioned, unto any Person or Persons, for any Time or Term the said Company shall think fit, not exceeding Five Years from the Commencement of any Lease, or to contract or compound with any Person or Persons for the Passage of his or their Boats, Barges, or other Vessels upon and along the Whole or any Part or Parts of the said Canal, Collateral Cuts, Railway, and Branch Cut or Canal; and every such Lease shall be valid and effectual; and the Lessee or Lessees thereof, and also such Person or Persons as such Lessee or Lessees shall appoint to collect and receive the Rates so let, shall, during the Continuance of such Lease, be deemed Collectors of the Rates so let, and shall have the same Powers and Authorities for

for collecting and recovering the same as if they had been appointed for that Purpose by the said United Company: Provided always, that except in the Case of contracting or compounding with any Person or Persons for the Passage of his or their Boats, Barges, or other Vessels, Notice of the Intention to let the said Tolls, or any Part thereof, shall be given by Advertisement in some Newspaper or Newspapers usually circulating in the respective Counties of *Salop, Chester, Denbigh, Flint, and Merioneth*, at least Ten Days prior to the Day on which the said Rates, Tolls, or Duties, or any Parts thereof, are proposed to be let as aforesaid.

XVIII. And be it further enacted, That in case all or any of the Tolls, Rates, or Duties arising by virtue of the said recited Act or of this Act, shall be let to farm to any Person or Persons in any Manner whatsoever, and the Lessee or Lessees or Farmer or Farmers thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so let, or in case the Rent or Rents agreed to be paid by such Lessee or Lessees or Farmer or Farmers, or any Part or Instalment thereof, shall be in arrear or unpaid for the Space of Fourteen Days next after any of the Days on which the same ought to be paid pursuant to the Lease, Agreement, or Contract for letting the same, it shall be lawful for the said General Committee, or any Three or more of them, (although not assembled at a Meeting,) and they are hereby authorized and empowered, by any Writing under their Hands, to vacate and determine any or every such Lease, Contract, or Agreement; and the same shall accordingly thereupon be null and void to all Intents and Purposes, in the same Manner as if such Lease, Contract, or Agreement had never been made (save only and except so far as respects the Liability of any such Lessee or Lessees or Farmer or Farmers, or other Person or Persons, upon or in respect of any Covenant or Agreement therein contained for the Payment of the Rent or Rents thereby reserved, or the Performance or Observance of any other Matter or Thing on his or their Part to be performed or observed, which shall still continue in full Force and Effect as to such Arrears, or as to any Breach which shall have been at that Time committed); and in case the Lessee or Lessees or Farmer or Farmers, whose Lease, Contract, or Agreement, or whose respective Leases, Contracts, or Agreements, shall be so vacated and determined, or any Collector or Collectors of the same Tolls or Duties, who shall be discharged from his Office by virtue of the said recited Act or of this Act, or who shall die, abscond, or absent himself, or the Wife, Widow, or any of the Children or Family, or other Representatives of any such Lessee, Farmer, or Collector, or any other Person or Persons, shall refuse to deliver up the Possession of any Toll House or Toll Houses, Weighing Machine or Weighing Machines, or other Building or Buildings, with the Gardens and other Appurtenances thereto respectively belonging, to be erected, built, constructed, or set up by virtue of the said recited Act or of this Act, for the Space of Four Days after Demand thereof made in Writing given or left at such Toll House, Weighing Machine, or Building, or at any One of such Toll Houses, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Lessee, Farmer, Collector, or other Person or Persons, such Demand

Power of
Re-entry in
case of
Default of
Lessees.

in

in Writing to be signed by any Three or more of the said General Committee (although not assembled at a Meeting), or by the Clerk or Treasurer for the Time being of the said United Company, or in case any such Lease, Agreement, or Contract shall in any other Manner become void, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace for the County in which such Toll House, Weighing Machine, or other Building shall be, upon Application made by the said Committee, or any Three or more of them, or by the Clerk or Treasurer for the Time being of the said United Company, by Warrant under their respective Hands and Seals, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of any such Toll House, Weighing Machine, or other Building, with the Garden and all other the Appurtenances thereto belonging, and to remove and put such Lessee or Lessees, Farmer or Farmers, Collector or Collectors, or other the Person or Persons who shall be found therein, together with his, her, and their Goods, from and out of the same and the Possession thereof, and from the Collection of such Tolls, Rates, and Duties, and to put the said United Company, or any of them, or their new Lessee, Farmer, or Collector, Lessees, Farmers, or Collectors, into the Possession thereof; and it shall be lawful for the said Committee, or any Three or more of them, in every or any such Case, again to let to farm the said Tolls, Rates, and Duties to any other Person or Persons, or to cause them to be collected in such and the same Manner as if no former Lease, Contract, or Agreement had been made relative thereto.

Superannuation Allowances to Officers, &c.

XIX. And be it further enacted, That it shall be lawful for the said United Company, at any General Meeting to be held under the Authority of the said recited Act or of this Act, to grant to such Officers and Servants of the said Company as may have served them with Fidelity and Integrity for a Period not less than Twenty Years, such Retiring or Superannuation Allowances, by way of Annuities for their respective Lives, or for any less Time, as such General Meeting shall think fit, no such Annuity to exceed in any one Case One Half of the Salary of which such Officer or Servant may at the Time of Retirement be in the actual Receipt; and that it shall be lawful for the said United Company, at any General Meeting to be held under the Authority of the said recited Act or of this Act, to subscribe or give any annual Sum or Sums of Money, not exceeding in the whole, in any One Year, the Sum of Twenty-five Pounds, to any public Hospital for the Reception of sick or disabled Persons, within any of the Counties through which the said Canal or Collateral Cuts in the said recited Act or in this Act mentioned, or any Part thereof, may pass.

Repealing Regulations as to General Meetings of Proprietors.

XX. And whereas by the said recited Act it is provided that every General Meeting of the said United Company should be held at such Time and Place as should at a preceding General Meeting be appointed, and that Two General Meetings at the least should be held in each Year: And whereas the calling together the Proprietors of the said Company Twice in every Year in the Manner directed by the said recited Act occasions great Trouble, Expence, and Inconvenience, and is unnecessary for the Management of the Affairs of
the

the said Company, and it is expedient that the Obligation to hold Two such General Meetings in every Year should be repealed; be it therefore further enacted, That so much of the said recited Act as requires that Two General Meetings of the Proprietors of the said Company shall be held in every Year shall be and the same is hereby repealed.

XXI. And be it further enacted, That a General Meeting of the Proprietors of the said United Company shall be held at the Canal Office in *Ellesmere* on the last *Thursday* in the Month of *July* in each and every Year, unless the General Committee of Management of the said Company shall, under the Authority of and in the Manner prescribed by the said recited Act, appoint any other Day for holding the same, and then and in such Case such General Annual Meeting shall be held on the Day so appointed by the said Committee; and every such General Meeting so to be held as aforesaid shall be called the Annual General Meeting of the said Company; and every such Annual General Meeting may be adjourned from Time to Time and from Place to Place as shall be agreed upon by the Proprietors present thereat; and such Annual General Meetings and adjourned Annual General Meetings shall be subject to the like Rules, Regulations, and Provisions as in the said recited Act are prescribed with respect to the General Meetings to be held under such Act; and all Acts, Matters, and Things by the said Act authorized or required to be done by the said Company at any General Meeting to be held under such Act, shall and may be done at any Annual General Meeting or Adjournment thereof by this Act authorized and required to be held: Provided always, that all Committees and Sub-Committees by the said recited Act directed to be appointed at the respective General Meetings of the said Company shall be appointed at the respective Annual General Meetings by this Act authorized and directed to be held, and shall continue in Office until the Annual General Meeting then next succeeding; and Notice of every such Annual General Meeting, and of every Adjournment thereof, shall be given by Insertion in some Newspaper or Newspapers published or usually circulated in the several Counties of *Chester*, *Salop*, *Denbigh*, *Flint*, and *Merioneth*, and also in *Aris's Birmingham Gazette*, or in some other Newspaper published within the Town of *Birmingham*.

An Annual General Meeting to be held.

XXII. Provided also, and be it further enacted, That if at any Time it shall appear to the General Committee of Management of the said Company that a Special Meeting of Proprietors is necessary, it shall be lawful for such Committee to cause Notice thereof to be given in some Newspaper or Newspapers published or usually circulated in the respective Counties of *Chester*, *Salop*, *Denbigh*, *Flint*, and *Merioneth*, and also in *Aris's Birmingham Gazette*, or in some other Newspaper published within the Town of *Birmingham*, declaring in such Notices the Place where and the Time when such Meeting shall be held, the same not being less than Ten Days after such Notice given, and likewise specifying in every such Notice the Business for which such Meeting is called; and the Proprietors are hereby authorized to meet pursuant to any such Notice, and proceed to the Execution of the Powers vested in them with respect to the Business so specified.

Special Meetings of Proprietors may be called by Committee.

[*Local.*]

15 F

XXIII. And

Regulations
as to Special
General
Meetings.

XXIII. And be it further enacted, That so much of the said recited Act as enacts that no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and that no other Business shall be transacted at any adjourned Special or General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place, shall be and the same is hereby declared to be repealed: Provided always, that at every Special General Meeting to be held under the Authority of the said recited Act or of this Act, there shall be Proprietors present, in Person or by Proxy, possessed of or entitled to at least Two hundred Shares in the said Undertaking; and that every such Special General Meeting may be adjourned to the same Place and to such Time as shall be agreed upon by the Proprietors present at such Meeting: Provided always, that no Business shall be transacted at any such Special General Meeting other than the Business for which it shall have been called; and no other Business shall be transacted at any adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place.

Proxy not
revoked but
by Order in
Writing.

XXIV. Provided also, and be it further enacted, That the Appointment of any Proxy once made in pursuance of the said recited Act shall not be revoked by the Attendance and voting in Person of the Proprietor who shall have constituted the same, but such Appointment shall remain in full Force until such Proprietor shall revoke the same by Notice in Writing under his or her Hand given to the Clerk of the said United Company.

Company
may estab-
lish Vessels
for the Con-
veyance of
Goods across
the River
Mersey.

XXV. And whereas the said Canal communicates with the River *Mersey* at *Ellesmere* Port: And whereas it is necessary to tranship the Goods conveyed along the said Canal into Vessels more proper for the Navigation of the said River *Mersey*, which is an Arm of the Sea: And whereas, for insuring Dispatch and Regularity in the Delivery of Goods to and from the said Canal, it is expedient that the said Company should be empowered to establish proper Vessels for the Conveyance of such Goods across the said River; be it enacted, That it shall and may be lawful for the said United Company, and they are hereby authorized and empowered, to purchase or build and establish Boats, Barges, and other Vessels for the Conveyance of Goods, Wares, and Merchandize to and from the said Canal upon, over, or across the River *Mersey*, and to carry and convey therein all such Goods, Wares, Merchandize, Articles, Matters, and Things as shall be offered to them for that Purpose, and to ask, demand, receive, and recover to and for the Use and Benefit of the said United Company, for such Carriage or Conveyance as aforesaid, such Sum or Sums of Money as shall be agreed upon between the said United Company, their Agents or Servants, and the Owner or Owners of such Goods, Wares, and Merchandize, or as the General Committee of the said Company shall from Time to Time appoint, not exceeding the following; (that is to say,)

Rates.

For Pig Iron *per* Ton, Three Shillings:
Bar and Rod Iron, Three Shillings and Sixpence:

Sheet, Hoop, and other Iron, Lead and other Metals, Four Shillings :
 Timber, Four Shillings :
 Corn, Grain, Malt, and Flour, Five Shillings and Sixpence :
 Sugar, Groceries, Drugs, Hides, and manufactured Goods, Six
 Shillings and Sixpence :
 Wines, Spirits, Vitriol, Glass, and other Goods and Merchandize,
 Eight Shillings.

XXVI. And be it further enacted, That in all Cases where there shall be a Fraction of a Ton, a Proportion of the foregoing Rates shall be demanded and taken for such Fraction, according to the Number of Quarters of a Ton contained in such Fraction; and where there shall be a Fraction of a Quarter of a Ton, such Fraction shall be deemed and considered as a whole Quarter of a Ton. Fractions in Rates.

XXVII. Provided always, and be it further enacted, That it shall be lawful for the said Company from Time to Time, at any General Meeting, to make such Orders for ascertaining and fixing the Price or Sum or Sums of Money to be taken or charged for the Carriage of any Parcel (not exceeding Five hundred Pounds Weight), and from Time to Time to repeal, alter, and vary the said Rates as to them shall seem reasonable; and such Prices or Sums of Money shall from Time to Time be painted on Boards, and be affixed and continued and renewed in manner by the said recited Act directed with respect to the Rates, Tolls, or Duties by such Act granted. Company may fix Rates for small Parcels.

XXVIII. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise respecting any of the Tolls, Rates, and Duties which the said United Company is by the said recited Act or this Act enabled to receive, or respecting any Matter relating to the said Navigation, no Person acting under the Authority of or in the Service of the said Company shall for that Reason alone be in any Manner incapacitated from giving Evidence respecting such Suit or Litigation. Company's Servants not incompetent Witnesses.

XXIX. And whereas the probable Expence of making the said Reservoir and other the Works hereby authorized to be made, and of completing the said Cut or Canal from *Wardle Green* to *Middlewich*, by the said recited Act authorized to be made, and of building Warehouses and Wharfs adjoining to the said Canal, and purchasing such Boats, Barges, and Vessels as aforesaid, will, according to an Estimate thereof, amount to the Sum of Sixty-six thousand Pounds; be it therefore further enacted, That it shall be lawful for the said United Company, and they are hereby authorized and empowered, to raise, over and above and in addition to the Sum authorized to be raised by the said recited Act, from Time to Time, any Sum or Sums of Money, not exceeding in the whole the further Sum of Seventy thousand Pounds, by all and every or any or either of the Ways or Means by which the said United Company are authorized to raise any Sum or Sums of Money by virtue of the said recited Act. The Company authorized to raise a further Sum of 70,000*l.*

XXX. And be it further enacted, That it shall be lawful for the said United Company to secure the Repayment of any Sum or Sums of Mortgages to be in the Form pre-

cribed by
the former
Act.

of Money which may be borrowed under the Authority of this Act, 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 Canal, Collateral Cut, Branches, and Railway by the said recited Acts and by this Act authorized to be maintained, supported, made, and completed, and the Rates, Tolls, and Duties arising therefrom; and every such Mortgage or Assignment shall be under the Common Seal of the Company, in the Form or to the Effect specified in the said recited Act, or as nearly conformable thereto as Circumstances will permit (but subject and without Prejudice to the Mortgages or Securities already made by virtue of or under the Authority of the said recited Act); and all Persons to whom such Mortgages shall be made by virtue or under the Authority of this Act shall be entitled equally one with the other, and with the several Persons to whom Mortgages of the same Tolls or Premises may have been made under the Authority of the said recited Act, to their Proportion of the Tolls and Premises which shall be included in their respective Mortgages, according to the respective Sums in such Mortgages mentioned to be advanced, without any Preference by reason of the Priority of Date of any such Mortgage, or any other Account whatever; and an Entry or Memorial of every such Mortgage or other Security shall be made; and the same and the Monies thereby secured may from Time to Time be assigned and transferred in the Manner and Form directed by the said recited Act with respect to the Mortgages and other Securities thereby authorized to be made, entered, and transferred, or as nearly conformable thereto as the Case or respective Cases may be; and every such Person to whom any such Mortgage shall be made or transferred shall have the same or the like Powers and Remedies for enforcing Payment of the Principal Money thereby secured, and the Interest thereof if in arrear, as are by the said recited Act given to the Persons advancing the Money by the said Act authorized to be raised, or any Part thereof.

Money may
be borrowed
at lower Rate
of Interest
to pay off In-
terest at
higher Rate.

XXXI. And be it further enacted, That in case the said United 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 under the Authority 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 aforesaid, 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.

Interest of
Mortgages to
be paid in
preference to
Dividends.

XXXII. And be it further enacted, That the Interest of the Money which shall be raised by Mortgages under the Authority of this Act as aforesaid shall be paid half-yearly to the several Persons entitled thereto, in preference to any Dividends due and payable by virtue of the

the said recited Act or this Act to the said United Company or any of them, and shall from Time to Time be fully paid and discharged or provided for before the yearly or other Dividends due to the said Proprietors, or any of them, shall be paid, made, or provided.

XXXIII. And be it further enacted, That in case the said United Company shall raise the Whole or any Part of the said Sum of Seventy thousand Pounds by this Act authorized to be raised, and shall afterwards be required or be desirous to pay off all or any Part of the Principal Sum or Sums secured by such Mortgages, or any of them, then and in every such Case it shall and may be lawful for the said United Company, and they are hereby authorized and empowered, again to raise, in lieu of the Principal Money or Principal Monies so paid 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 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 by virtue of this Act more than the Sum of Seventy thousand Pounds in the whole at any One Time.

In case Mortgages shall be paid off, Power to raise the Amount again.

XXXIV. And be it further enacted, That the Owner or Owners of every Boat or other Vessel navigating or passing on the said Canal or Collateral Cuts in the said recited Act mentioned, and which are already made or which are to be made, or any of them, shall, at his, her, or their own Costs and Charges, fix or cause to be fixed on each Side of such Vessel Three Gauges or Indexes of Copper, Lead, or other Metal, graduated in such Manner as to denote the Weight or Tonnage of such Boat or Vessel, at such Distances and under such Regulations as the said United Company, or any Person or Persons to be by them appointed for that Purpose, shall from Time to Time direct or appoint, so that the true Weight of the Lading of every such Boat or Vessel may at all Times clearly appear; and every Owner, Master, or other Person having the Charge or Care of any Boat or other Vessel, or who shall conduct the same along any Part of the said Canal or Collateral Cuts in the said recited Act mentioned, without having such Gauges or Indexes thereon as herein-before directed, or who shall refuse and neglect to renew the same as often as may be thought necessary by the said United Company, or shall alter, erase, deface, disfigure, or destroy the same, or any Part thereof, or shall put any false Gauges or Indexes or Marks or Figures on such Boat or other Vessel, shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on using Boats, &c. not having Gauges affixed.

XXXV. And be it further enacted, That in case any Dispute or Difference shall at any Time arise between any Collector of the said Rates, Tolls, and Duties, and the Owner or Owners or the Person having the Charge or Care of any Boat, as to the Weight, Loading, or Tonnage of such Boat or other Vessel, the same shall in all Cases be decided by Reference to the Gauges or Indexes affixed to the same Boat or other Vessel, and the Weight or Tonnage denoted by

In case of Dispute as to Weight of Tonnage, the Toll to be taken according to Gauge.

[*Local.*]

15 G

such

such Gauges or Indexes shall in all Cases be deemed and taken to be the true Weight or Tonnage thereof.

Repeal of
Clause direct-
ing Shares to
be numbered.

XXXVI. And be it further enacted, That so much of the said recited Act as enacts that the Shares in the said United Company should be numbered, beginning with Number One, in regular or arithmetical Progression ascending, whereof the common Excess or Difference should always be One, and every such Share should always be distinguished by the Number to be applied to the same, shall be and the same is hereby repealed.

All Meetings
to be held at
Ellesmere.

XXXVII. And be it further enacted, That from and after the passing of this Act every Special General Meeting of the Proprietors of the said United Company, which shall be convened under the Authority of the said recited Act, for any Purpose connected with the said Company, shall be held at *Ellesmere* in the County of *Salop.*

Company
empowered
to purchase
Dee Mills.

XXXVIII. And whereas the said Canal is supplied with Water from the River *Dee*, which River subsequently furnishes Water to certain Mills at the Weir near to the Bridge in the City of *Chester*; be it therefore further enacted, That in order to avoid any Difference or Disputes between the said Company of Proprietors and the Owner or Owners of the said Mills, or any of them, as to the supplying of Water thereto, it shall be lawful for the said United Company, and they are hereby authorized and empowered, at any Time or Times hereafter, at any General Meeting or Special General Meeting of Proprietors, to contract with the Person or Persons who shall be the Owner or Owners of or interested in the same Mills respectively, for the Purchase thereof, or of his, her, or their Estate, Right, Title, or Interest therein or thereto, in case such Person or Persons shall be willing to sell and dispose of the same, and by and out of the Monies to be raised under the Authority of the said recited Act or of this Act, or out of any other Monies in the Possession of the said Company, to pay for the Purchase of such Mills, or such Estate, Right, Title, or Interest therein or thereto, such Sum or Sums of Money as shall have been agreed upon between such Owner or Owners or other Persons interested as aforesaid and the said United Company, and also the Costs and Charges attending such Contract and Purchase; and it shall in like Manner be lawful for such Owner or Owners and Person or Persons so interested as aforesaid to sell and convey the said Mills, and their respective Estates, Rights, Titles, and Interests therein or thereto, unto the said United Company, for the Uses and Purposes of this Act, in such Manner and Form as the said United Company shall think fit, any thing in the said recited Act or this Act contained to the contrary thereof in anywise notwithstanding: Provided always, that Notice shall be given by Advertisement in the several Newspapers before mentioned with reference to the holding of General Meetings, Ten Days at the least previously to the holding of such General or Special General Meeting, of the Intention then to take the Purchase of the said Mills into Consideration.

XXXIX. And

XXXIX. And be it further enacted, That the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences relating to or concerning the same, or in any Manner incident thereto, shall be borne, paid, and defrayed by the said United Company out of the Money already received, or out of the first Money to be received or raised by virtue of the said recited Act. or this present Act, in preference to any other Payments whatsoever. Expences of Act.

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

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1830.

