



ANNO QUARTO

GULIELMI IV. REGIS.

Cap. xx.

An Act for enabling the Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal to effect an Agreement with *William Pugh* of *Bryn Llywarch* in the County of *Montgomery*, Esquire; and for securing certain Monies advanced and paid by the said *William Pugh* and others to or for the Use of the said Company.

[22d May 1834.]

WHEREAS by an Act passed in the Thirty-fourth Year of the Reign of His late Majesty King *George the Third*, intituled *An Act for making a Navigable Canal from or near Porthywain Lime Rocks in the Parish of Lanyblodwell in the County of Salop to or near to Newtown in the County of Montgomery, and also certain Collateral Cuts from the said Canal*; it was enacted, that certain Persons therein named, their Successors, Executors, Administrators, and Assigns, should be and were united into a Company for the carrying on, making, completing, and maintaining a Navigable Canal from *Porthywain Lime Rocks* in the Parish of *Lanyblodwell* in the County of *Salop* to or near the River *Severn* at the Town of *Newtown* in the County of *Montgomery*, together with certain Collateral Cuts therein mentioned, and should for that Purpose be a Body Politic and Corporate by the Name and Style of "The Company of

34 G.3. c.39.

[Local.]

5 I

Pro-

Proprietors of the *Montgomeryshire Canal*," and by that Name should have perpetual Succession, and should have a Common Seal, and by that Name should and might sue and be sued, and also should have Power and Authority to purchase and hold Lands and Hereditaments to them and their Successors and Assigns, for the Use of the said Navigation and the Works thereby authorized to be made, with such Powers as therein particularly mentioned; and it was thereby among other things enacted, that after any Lands, Grounds, or Hereditaments should be set out and ascertained for making the said Canal and Collateral Cuts, or any Part or Parts thereof, and for providing and constructing the Reservoirs, Basins, Wharfs, and other Works and Conveniences therein mentioned, it should be lawful for all Trustees and such other Persons as therein mentioned, seised, possessed of, or interested in any Lands, Grounds, or Hereditaments which should be set out and ascertained for the Purposes aforesaid, to contract for, sell, and convey the same and every Part thereof unto the said Company of Proprietors, in such Manner as therein mentioned; and that such Trustees or other Persons therein-before capacitated to sell or convey any Lands or other Hereditaments, or any Owner or Owners thereof, might accept and receive Satisfaction for the Value of such Lands, Grounds, and Hereditaments, either in gross Sums or by annual Rents, as should be agreed upon between the Parties interested and the said Company; and in case of Disagreement, the same should be ascertained and settled by the Commissioners thereby appointed, in such Manner and subject to such Verdict of a Jury, if required, as therein directed; and the said Company was thereby authorized and empowered, upon Payment or Tender of such Sum or Sums, to enter upon the said Lands, Grounds, and Hereditaments, and the same should thenceforth be vested in the said Company for the Purposes of the said Act for ever; and for the Purposes aforesaid the said Company were thereby authorized and empowered to raise amongst themselves in Shares a Capital not exceeding Seventy-two thousand Pounds, and in case the same should be insufficient, then in Shares or by way of Mortgage a further Sum of Twenty thousand Pounds, in manner therein mentioned; and by the said Act it was provided that a Committee of the said Company of Proprietors should be elected and chosen to manage the Affairs of the said Company, as well in contracting for and purchasing Lands and Hereditaments for the Use of the said Navigation, as in directing the Works, and otherwise therein mentioned, and which Committee should consist of Thirteen Proprietors, qualified as therein mentioned; and the Powers of such Committee might be exercised by the Majority present at their respective Meetings, the whole Number present not being less than Five: And whereas, in pursuance of the said Act, the said Company raised and contributed amongst themselves in Shares, and expended in the said Undertaking, the Sum of Seventy-one thousand one hundred Pounds, and completed a Part of the said Canal from *Garthmill* Eastward, so as to join the *Elsemere* Canal at or near *Careghova* in the Parish of *Llanymynych*, but without continuing the said Canal from thence to *Porthyrwain* Lime Rocks, or Westward from *Garthmill* aforesaid to or near to *Newtown* aforesaid: And whereas by an Act passed in the Fifty-fifth Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act to authorize the raising*

of a further Sum of Money to complete the Montgomeryshire Canal, and to extend the Power of deviating from and making certain Alterations in Part of the original Plan, and for explaining and rendering more effectual an Act of the Thirty-fourth Year of His present Majesty for making the said Canal, it was enacted, that certain Persons therein mentioned, their Successors, Executors, Administrators, and Assigns, should be and were thereby united into a Company, for making and completing the Continuation of the said Canal Westward from *Garthmill* aforesaid to or near to *Newtown* aforesaid, with such Variations in the Line thereof as therein mentioned, and to be completed within the Space of Five Years, as therein expressed, by the Name of "The Company of Proprietors of the Western Branch of the *Montgomeryshire Canal*," and by that Name should have perpetual Succession and a Common Seal, and should and might sue and be sued; and the said last-mentioned Company, and all Tenants for Life, Trustees, and other Persons, as therein mentioned, were thereby, for the Purposes of the said last-mentioned Act, invested with the like Powers, Authorities, Privileges, and Advantages as in the said first-mentioned Act expressed and contained in regard to the said Company of Proprietors of the *Montgomeryshire Canal*; and for the Purposes aforesaid the said Company of Proprietors of the Western Branch of the *Montgomeryshire Canal* were thereby authorized and empowered to raise and contribute amongst themselves any Sum or Sums not exceeding the Sum of Forty thousand Pounds in Shares, in manner therein mentioned: And whereas, in pursuance of the said second-mentioned Act, the said Company of Proprietors of the said Western Branch raised and contributed amongst themselves in Shares the Sum of Twenty-two thousand three hundred Pounds: And whereas the said last-mentioned Company proceeded to make the said Western Branch of the said Canal, and in making a Part thereof they expended the said Sum of Twenty-two thousand three hundred Pounds and upwards, and the said Western Branch was fully completed in the Year One thousand eight hundred and twenty-one: And whereas the said Acts were amended, and certain Parts thereof were altered and varied, in and by another Act passed in the Second Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act to enable the Company of Proprietors of the Eastern Branch of the Montgomeryshire Canal to alter the Line of the Tannal Feeder, to make a Navigable Cut from the Guilsfield Branch to improve the same; and to amend Two several Acts respecting the said Canal*; and by such last-mentioned Act, after reciting that the said Company of Proprietors of the Western Branch had raised the Sum of Twenty-two thousand three hundred Pounds, Part of the said Sum of Forty thousand Pounds, in manner authorized by the said second-mentioned Act, the same Company was by the Act now in recital authorized and empowered to raise the remaining Sum of Seventeen thousand seven hundred Pounds on the Credit of the said Western Branch by way of Mortgage, as therein mentioned, and which was afterwards done accordingly: And whereas, under and by virtue of the said second-mentioned Act the said Company of Proprietors of the said Western Branch of the said Canal, or the Person or Persons acting for the same, did agree to purchase and cause to be surveyed, set out, and measured, for

for the Purposes of the said Western Branch, certain Pieces or Parcels of Ground herein-after amongst others particularly mentioned, and containing in the whole Four Acres Two Roods Two Perches and Three Quarters, situate and being in the Parishes of *Llanllwchairn* and *Bettws* in the said County of *Montgomery*, and the Sum of Four hundred and twenty-four Pounds Ten Shillings was ascertained and agreed on as the Purchase Money for the same; and such Sum of Four hundred and twenty-four Pounds Ten Shillings was paid by and out of the Monies of or was advanced by *William Pugh* of *Bryn Llywarch* in the said County of *Montgomery*, Esquire, on or about the Twenty-seventh Day of *January* One thousand eight hundred and eighteen, and thereupon the said Lands were taken and used for the Purpose of making the said Western Branch: And whereas the said Company of Proprietors of the said Western Branch, or the Person or Persons acting for the same, did afterwards, in the Year One thousand eight hundred and twenty-one, agree to purchase and cause to be surveyed, set out, and measured, for the Purpose of making certain Wharfs, Warehouses, Roads, and Works belonging to or connected with the said Western Branch, certain other Pieces or Parcels of Ground herein-after particularly mentioned, containing in the whole Eleven Acres Three Roods and Two Perches, situate and being in the said Parish of *Llanllwchairn*, and the Sum of One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence was ascertained and agreed on as the Purchase Monies for the said last-mentioned Lands, and the same Lands were, in the said Year One thousand eight hundred and twenty-one, taken and used for the Purposes aforesaid accordingly: And whereas the said several Sums of Four hundred and twenty-four Pounds Ten Shillings and One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence make together the Sum of Two thousand two hundred and sixty-six Pounds Five Shillings and Eleven-pence: And whereas upon the said last-mentioned Pieces or Parcels of Land divers Wharfs, Warehouses, Roads, and other Works have been erected for the Purposes of the said Western Branch of the said Canal, and large Sums of Money have been laid out and expended thereon: And whereas no Conveyance was ever made or executed to the said last-mentioned Company of the said several Pieces or Parcels of Land so taken for the Purposes of the said Western Branch as herein-before respectively mentioned, or any of them, and the said Sums of Four hundred and twenty-four Pounds Ten Shillings and One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence, respectively, were not paid by the said Company: And whereas by an Indenture of Lease and an Indenture of Appointment and Release, bearing Date respectively the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and thirty-three, the Appointment and Release being made or expressed to be made between *Edward Filder* Esquire and *John Coles Symes* Gentleman of the First Part, *David Pugh* Esquire of the Second Part, the said *William Pugh* of the Third Part, and *Richard Roy* Gentleman of the Fourth Part, after reciting, amongst other Things, the said Purchases so made by the said Company of Proprietors of the Western Branch of the said Canal of the said Lands in the said Parishes of *Llanllwchairn* and *Bettws* as aforesaid, and that on the said second-mentioned

Indentures,
dated 16 & 17
Aug. 1833.

tioned Purchase the said *William Pugh* had guaranteed the Payment of the said Sum of One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence, and that several Applications had been made to the said Company for Payment of the same, but without Effect, and that it had been agreed by and between the said Parties thereto that the said *William Pugh* should, with respect to the said Purchases, and the Lands and Hereditaments to be conveyed in pursuance thereof, stand in the Place of the said Company, and take a Conveyance to himself of the same Lands and Hereditaments, it was and is witnessed, that in consideration of the said Sum of Four hundred and twenty-four Pounds Ten Shillings theretofore paid by the said *William Pugh* as aforesaid, and in consideration of the said Sum of One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence by the said *William Pugh* then paid to the said *Edward Filder* and *John Coles Symes*, making together the said Sum of Two thousand two hundred and sixty-six Pounds Five Shillings and Eleven-pence, they the said *Edward Filder* and *John Coles Symes*, at the Request and by the Direction of the said *David Pugh*, did, in exercise of a Power enabling them in that Behalf, limit, direct, and appoint, that from and immediately after the sealing and Delivery of the said Indenture of Appointment and Release the Hereditaments therein-after described should remain and be to the Uses, upon and for the Trusts, Intents, and Purposes therein-after expressed and declared of and concerning the same; and it was also witnessed, that for the Considerations aforesaid they the said *Edward Filder* and *John Coles Symes*, at the Request and by the Direction of the said *David Pugh*, did bargain, sell, and release, and the said *David Pugh*, according to his Right and Interest, did grant, release, and confirm unto the said *William Pugh* and his Heirs, all those the several Pieces or Parcels of Land or Ground particularly delineated and described in or by the Map or Plan Number (1.) annexed to the said Indenture of Appointment and Release, and therein distinguished by the Colours Blue and Green respectively, and marked with the Letters A. A. A. A., and which Pieces or Parcels of Land or Ground so coloured Blue are Land covered with Water, and form Part of the Basin and Western Branch of the *Montgomeryshire* Canal, and which said Pieces or Parcels of Land or Ground coloured Blue and Green respectively contain by Admeasurement Two Acres Two Roods and Thirty-three Perches and a Half, or thereabouts, be the same a little more or less; and also all those the several Pieces or Parcels of Land or Ground particularly delineated and described in and by the said Map or Plan Number 1., and therein distinguished by the Colour Pink, and marked with the Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20. respectively, and containing in the whole by Admeasurement Eleven Acres Three Roods and Twenty-one Perches, and upon various Parts of which had been erected and were then standing and being divers Wharfs, Warehouses, Erections, and Buildings, with the Appurtenances; and all which several Pieces or Parcels of Land or Ground and Hereditaments therein-before particularly mentioned, and coloured Blue, Green, and Pink, as aforesaid, formed Part of certain Lands called *Dollyfellyn*, and were Part of a Farm called *Green's Farm*, and were situate in the Township of *Hendidly* in the Parish of *Llanllwchairn* in the said County of *Montgomery*, and were

[Local.]

5 K

late

late in the several Tenures or Occupations of *Thomas Jones*, *Arthur Howells*, *David Davis*, and *John Williams* respectively; and also all that Piece or Parcel of Ground particularly delineated and described in and by the Map or Plan Number 2., also annexed to the said Indenture of Appointment and Release, and therein distinguished by the Colours Blue and Green respectively, and marked with the Letters B. B. B., which said Piece or Parcel of Land so coloured Blue forms other Parts of the said Western Branch of the *Montgomeryshire* Canal, and upon Part whereof were erected and being a Warehouse, and a Cottage or Tenement, with a Garden thereunto belonging, in the Occupation of *David Watkyn* Labourer, and the Residue of the said Piece or Parcel of Land or Ground so coloured Blue is Land covered with Water, and which said Piece or Parcel of Land or Ground so coloured Blue and Green respectively, in the said Map or Plan Number 2., contains by Admeasurement One Acre Three Roods Nine Perches and a Quarter, or thereabouts, be the same a little more or less, and theretofore formed Part of the *Court Farm*, situate in the Township of *Dolforwyn* in the Parish of *Bettws* in the said County of *Montgomery*, late in the Occupation of *John Lloyd* Esquire, deceased; except and always reserved out of the Appointment, Grant, Release, and Confirmation therein-before contained unto the said *David Pugh*, *Edward Filder*, and *John Coles Symes* respectively, and their respective Heirs and Assigns, or other the Person or Persons for the Time being seised or entitled as therein mentioned, and his and their Tenants or Servants, the free Use of the Roads forming Part of the Land coloured Pink in the said Map or Plan Number 1. as aforesaid, and which Roads are marked with the Numbers 19, 19, 19, 19, 19, 19, 19, and 19 respectively, with Liberty to pass and repass thereon at all Times with Horses, Carts, Carriages, Cattle, or otherwise, free from all Costs, Charges, and Expences whatsoever, and which said Roads were to be kept at all Times in good and proper Repair and Condition by and at the Expence of the said *William Pugh*, his Heirs, Appointees, and Assigns; and also except and reserved in like Manner to the said *David Pugh*, *Edward Filder*, and *John Coles Symes* respectively, and their respective Heirs or Assigns, or other the Person or Persons aforesaid, and his and their Tenants or Servants, the Right of navigating and passing and repassing with Boats and Horses upon such Parts of the Hereditaments therein-before described as are in the said Maps or Plans Numbers 1. and 2. coloured Blue and Green respectively, on Payment of such Tonnage as should from Time to Time, under the Provisions and Enactments of the said recited Acts, or any future Act or Acts of Parliament, be demanded for or in respect of the same; to hold the same unto the said *William Pugh*, his Heirs and Assigns, (subject to such Right, Title, or Equity, if any, as the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal was or might be entitled to, in, upon, or in respect of the same Hereditaments, or any of them, or any Part thereof; and also subject to such Leases, or Agreements for Leases, or other Charges or Incumbrances, as should or might have been granted or agreed to be granted by the said *Montgomeryshire* Canal Company, or any other Person or Persons on their Behalf, and as were then existing,) to the Uses therein-after expressed and declared of or concerning the same; and it was thereby

thereby agreed and declared, that the Appointment, Grant, and Release therein-before contained should severally operate and enure to the Use of such Person or Persons, and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Limitations, Declarations, and Agreements as the said *William Pugh*, at any Time or Times, by any Deed or Deeds to be by him legally executed, should direct or appoint; and in default of and until such Direction or Appointment, and so far as any such should not extend, to the Use of the said *William Pugh* and his Assigns for the Term of his Life; and from and after the Determination of that Estate by any means in his Lifetime, to the Use of the said *Richard Roy*, his Heirs and Assigns, during the Life of the said *William Pugh*, in Trust for him and his Assigns; and from and after the Determination of the Estate thereby limited in Use to the said *Richard Roy*, his Heirs and Assigns, during the Life of the said *William Pugh*, to the Use of the said *William Pugh*, his Heirs and Assigns for ever: And whereas the said *William Pugh* hath at different Times advanced and paid to or for the Use or on the Account of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal various Sums of Money to a large Amount, as herein-after more particularly mentioned, over and above the said several Sums of Four hundred and twenty-four Pounds Ten Shillings and One thousand eight hundred and forty-one Pounds Fifteen Shillings and Eleven-pence so paid by him for the Purchase of the several Lands and Hereditaments herein-before mentioned: And whereas, at a Special General Assembly of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal held at *Newtown* aforesaid on the Twenty-second Day of *December* One thousand eight hundred and thirty-two, it was amongst other Things ordered, that the Accounts of the Company be investigated and examined by *George Watson Buck*, the Clerk and Engineer of the said Company, with as little Delay as possible, and that he should prepare and lay before the Committee such a Statement and Report in regard to them as he might deem necessary to enable the Proprietors to understand the State of the Affairs of the Company at the then next Annual General Assembly: And whereas, accordingly, at the Annual General Assembly of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal held by Adjournment at *Newtown* aforesaid on the Eighth Day of *November* One thousand eight hundred and thirty-three, the said *George Watson Buck* made his Report to the said Company of Proprietors, to which Report were appended an Account of the Receipts and Payments of the said Company from its Commencement in the Year One thousand eight hundred and fifteen, and also an Account of the Capital and Debt of the said Company, and by which it appeared, among other Things, that several Sums, making together, for Principal and Interest to the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, the Sum of Thirty thousand three hundred and fifty-one Pounds Four Shillings, were due and owing from the said Company of Proprietors to the said *William Pugh*, and that the Sum of Three thousand nine hundred and forty-two Pounds Five Shillings and Eight-pence was due and owing from the said Company to their late Treasurers in the Month of *June* One thousand eight hundred and thirty-

thirty-one, on which Interest being computed to the said Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, such Interest amounted to Four hundred and fifty-four Pounds Fourteen Shillings, making together Four thousand three hundred and ninety-six Pounds Nineteen Shillings and Eight-pence; and that the Sum of Seven hundred and ninety-nine Pounds Fourteen Shillings for Principal and Interest was due and owing from the said Company of Proprietors to *Charles Hanbury Tracey* of *Gregynog* in the County of *Montgomery*, Esquire, for Cash advanced to the said Company, and that the Sum of One thousand seven hundred and forty-nine Pounds Four Shillings and Eleven-pence for Principal and Interest was due and owing from the said Company to *Alice Hancock*, for Cash in like Manner advanced to the said Company: And whereas at the said adjourned Annual General Assembly on the Eighth Day of *November* One thousand eight hundred and thirty-three it was resolved, that the said Report be received, and, with the Statements therein referred to, be inserted in the Report Book of the Clerk and Engineer, and the said Assembly was further adjourned to the Twenty-sixth Day of *November*, and thence to the Fourth Day of *December*, One thousand eight hundred and thirty-three: And whereas in the meantime the said *William Pugh* took Possession of the Lands and Hereditaments comprised in and conveyed by the said Indentures of Lease and Appointment and Release of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and thirty-three, and of the Portion of the said Western Branch of the said Canal running through the same Lands and Hereditaments: And whereas, at the said adjourned Annual General Assembly held on the Fourth Day of *December* One thousand eight hundred and thirty-three at *Newtown* aforesaid, it was resolved, that the said Report be read, and the same having been read, it was resolved, that the same be confirmed; and it was further resolved as follows; (that is to say,) "That it appears by the said Report that several Sums, making together Thirty thousand three hundred and fifty-one Pounds Four Shillings for Principal and Interest to the Twenty-ninth of *September* One thousand eight hundred and thirty-three, are due and owing from the said Company of Proprietors to *William Pugh* Esquire; that it appears by the said Report that the Sum of Three thousand nine hundred and forty-two Pounds Five Shillings and Eight-pence was due and owing from the said Company of Proprietors to the late Treasurer, making, with Four hundred and fifty-four Pounds Fourteen Shillings for Interest thereon to the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, the Sum of Four thousand three hundred and ninety-six Pounds Nineteen Shillings and Eight-pence; that it appears that *William Pugh* Esquire has advanced and paid the Amount of the Debt due from the Company to the said late Treasurer, and therefore there is due to the said *William Pugh* from the Company of Proprietors, in respect of such Payment, for Principal and Interest to the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, the said Sum of Four thousand three hundred and ninety-six Pounds Nineteen Shillings and Eight-pence, over and above the said Sum of Thirty thousand three hundred and fifty-one Pounds Four Shillings, and subsequent Interest;

Interest; that it appears the said *William Pugh* has advanced and paid the further Sum of One thousand eight hundred and forty-one Pounds for the Purchase from the Trustees of *David Pugh* Esquire of certain Lands through which a Part of the Western Branch of the *Montgomeryshire* Canal is cut, and also the Sum of One thousand four hundred and twenty-six Pounds Fifteen Shillings and Sixpence, being the Interest due thereon from *Lady Day* One thousand eight hundred and eighteen to *Michaelmas* One thousand eight hundred and thirty-three, and which Sums make together a further Sum of Three thousand two hundred and sixty-seven Pounds Fifteen Shillings and Sixpence due to the said *William Pugh*; that the several Sums so due and owing from the Company of Proprietors to the said *William Pugh* make in the whole Thirty-eight thousand and fifteen Pounds Nineteen Shillings and Two-pence; that the Sum of Thirty-eight thousand and fifteen Pounds Nineteen Shillings and Two-pence, due and owing from the Company of Proprietors to the said *William Pugh* Esquire, as aforesaid, do and shall carry Interest after the Rate of Five Pounds *per Centum per Annum* from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-three, and that such Interest be paid to him half-yearly out of any Monies which shall be from Time to Time in hand after the half-yearly Payments of Interest on the Mortgages executed in pursuance of the Act, the first Payment to begin and be made on the Twenty-fifth Day of *March* One thousand eight hundred and thirty-four, and that the said *William Pugh*, for and in respect of the said Principal Sum of Thirty-eight thousand and fifteen Pounds Nineteen Shillings and Two-pence and Interest, shall stand as a Mortgagee, and have all the Rights, Interests, Powers, and Authorities of a Mortgagee under the said Act next in order after and without prejudice to the Mortgages now subsisting under the Authority of the said Act; that, for the Purpose of effectuating the Object of the preceding Resolutions, and particularly the last-mentioned Resolution, *William Pugh* Esquire be and he is hereby authorized to apply for and obtain an Act of Parliament in the ensuing Session, and that the Committee and the Clerk of the Company be directed to concur and assist in such Application, and in all the Proceedings necessary thereon; that, in the meantime, and until an Act of Parliament shall be obtained for investing the said *William Pugh*, for and in respect of the said Sum of Thirty-eight thousand and fifteen Pounds Nineteen Shillings and Two-pence and Interest, with the Rights, Interests, Powers, and Authorities of a Mortgagee under the subsisting Act, the said *William Pugh* be authorized to retain Possession of the Portion of the Canal which is now in his Possession, and to receive all Tolls and Monies due and to become due to the Company, and that he apply the same, first, in Payment and Discharge of all necessary Repairs, Salaries, Wages, and other current Expences, secondly, in Payment of the Interest due and to become due on the Mortgages executed under the Act, thirdly, in Payment of his Costs, Charges, and Expences incurred and to be incurred in and about the Arrangement of his Claims against the Company, and the Negotiation and Treaty previous thereto, and of applying and suing for an Act of Parliament for the Purposes before mentioned, and incident thereto, and next in Payment of the Interest due or to accrue due on the said Sum of Thirty-eight thousand

[Local.]

5 L

and

and Fifteen Pounds Nineteen Shillings and Two-pence; that in case an Act of Parliament cannot be obtained for the Purpose of securing the said Sum of Thirty-eight thousand and fifteen Pounds Nineteen Shillings and Two-pence, and Interest, as a Mortgage Debt, in manner before provided, the said *William Pugh* shall have and be entitled to all such Rights, Interests, Powers, and Remedies at Law or in Equity, in respect of any of the Matters before mentioned, as if he had not acceded to the foregoing Resolutions, or endeavoured to carry the same into effect; resolved, that the Resolutions entered into this Day be printed and sent by the Clerk to the Proprietors; resolved, that this Meeting be adjourned to this Place at Eleven o'Clock in the Forenoon on *Monday* the Third Day of *March* next:" And whereas the said Sum of Four hundred and twenty-four Pounds Ten Shillings was included in and formed Part of the said Sum of Thirty thousand three hundred and fifty-one Pounds Four Shillings, together with Interest on the said Sum at the Rate of Five Pounds *per Centum per Annum*: And whereas the Resolutions entered into as aforesaid on the Fourth Day of *December* One thousand eight hundred and thirty-three were printed and sent by the Clerk of the said Company to the Proprietors, and pursuant to the said Resolutions an adjourned Annual General Assembly of the said Company was held on the Third Day of *March* One thousand eight hundred and thirty-four at *Newtown* aforesaid, and thereupon it was, with the Concurrence of the said *William Pugh*, unanimously resolved and agreed, that in the said Act of Parliament so to be applied for as aforesaid proper Clauses should be inserted for securing to the said *William Pugh* Mortgages to the Extent of Twenty-five thousand Pounds only, with Interest thereon at Five Pounds *per Centum per Annum*, in the Manner expressed in the said Resolutions of the Fourth Day of *December* One thousand eight hundred and thirty-three, and for securing to him One hundred and thirty Shares of One hundred Pounds each in the Capital of the said Company, to the Amount in the whole of Thirteen thousand Pounds, for the Residue of his Claim on the said Company, and for securing to the said *Charles Hanbury Tracy* the said Sum of Seven hundred and ninety-nine Pounds Fourteen Shillings, with Interest at Five Pounds *per Centum*, and to the said *Alice Hancock* the said Sum of One thousand seven hundred and forty-nine Pounds Four Shillings and Eleven-pence, with Interest at Five Pounds *per Centum*, by Mortgages, in like Manner as the Mortgages to be executed to the said *William Pugh* for the said Sum of Twenty-five thousand Pounds: And whereas the Purposes aforesaid cannot be effected 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 it shall and may be lawful to and for the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, and they are hereby authorized and empowered, at a Special General Assembly of the said Company to be held at *Newtown* aforesaid within Sixty Days next after the passing of this Act, in case such Proprietors shall think proper, to make and execute unto the said *William Pugh*, *Charles Hanbury*

The Company may execute Mortgages of the Western Branch of the Canal.

Hanbury Tracy, and *Alice Hancock* respectively, or their respective Executors, Administrators, or Assigns, or to such Person or Persons, Bodies Politic, Corporate, or Collegiate, as they respectively shall in that Behalf nominate or appoint; such several Mortgages of the Western Branch of the said Navigation and the Rates belonging thereto, for securing the Payment of the said several Sums of Twenty-five thousand Pounds, Seven hundred and ninety-nine Pounds Fourteen Shillings, and One thousand seven hundred and forty-nine Pounds Four Shillings and Eleven-pence, and Interest as herein-after mentioned; that is to say, the said Mortgages for the said Sum of Twenty-five thousand Pounds and Interest shall be Fifty in Number, and each and every of them may be for securing the Principal Sum of Five hundred Pounds, with Interest thereon; and the said Mortgages for the said Sum of One thousand seven hundred and forty-nine Pounds Four Shillings and Eleven-pence, and Interest, shall be Two in Number, and one thereof may be for securing the Principal Sum of One thousand five hundred Pounds, with Interest thereon, and the other may be for securing the Principal Sum of Two hundred and forty-nine Pounds Four Shillings and Eleven-pence, with Interest thereon; and there may be One Mortgage for securing the said Sum of Seven hundred and ninety-nine Pounds Fourteen Shillings, and Interest, to the said *Charles Hanbury Tracy*, his Executors, Administrators, or Assigns, or to such other Person or Persons, Bodies Corporate or Collegiate as aforesaid; and all such Mortgages, in case the same are made, shall be made at the Expence of the said Company of Proprietors of the said Western Branch, under their Common Seal, and shall and may be according to the Form or to the Effect following; (that is to say,)

‘ BY virtue of an Act of Parliament passed in the Fourth Year of
 ‘ the Reign of King *William* the Fourth, intituled [set forth the Form of
 ‘ *Title of this Act*], we, the Company of Proprietors of the Western Mortgage.
 ‘ Branch of the said Canal, incorporated by and under a certain
 ‘ other Act of Parliament passed in the Fifty-fifth Year of the Reign
 ‘ of King *George* the Third, intituled *An Act to authorize the raising*
 ‘ *of a further Sum of Money to complete the Montgomeryshire Canal,*
 ‘ *and to extend the Power of deviating from and making certain*
 ‘ *Alterations in Part of the original Plan, and for explaining and*
 ‘ *rendering more effectual an Act of the Thirty-fourth Year of His*
 ‘ *present Majesty for making the said Canal*, in consideration of the
 ‘ Sum of _____ to us on the Twenty-ninth Day of
 ‘ *September* One thousand eight hundred and thirty-three advanced
 ‘ and paid by _____ and agreed to be repaid by us,
 ‘ with Interest, as herein-after mentioned, on or before the Twenty-
 ‘ ninth Day of *September* which will be in the Year One thousand
 ‘ eight hundred and thirty-four, do hereby bargain, sell, and assign
 ‘ unto the said _____ his or her Executors,
 ‘ Administrators, and Assigns, the said Western Branch of the said
 ‘ Navigation, and all and singular the Rates arising and payable to
 ‘ us by virtue of the said Act of the Fifty-fifth Year of the Reign of
 ‘ His said Majesty King *George* the Third, and all our Estate, Right,
 ‘ Title, and Interest in or to the same, to hold unto the said
 ‘ _____ his or her Executors, Administrators,
 ‘ and _____

and Assigns, until the said Sum of
 with Interest for the same after the Rate of Five Pounds *per Centum*
per Annum from the said Twenty-ninth Day of *September* One
 thousand eight hundred and thirty-three, shall be fully paid and
 satisfied. Given under our Common Seal this
 Day of One thousand eight hundred and
 thirty-four.

And that the said *William Pugh, Charles Hanbury Tracy, and Alice Hancock*, and all other Persons (if any) to whom such Mortgages, in case such Mortgages are made, shall be made, his, her, and their Executors, Administrators, and Assigns respectively, shall be entitled to his, her, or their Proportion of the said Navigation and Rates of the said Western Branch, according to the respective Sums in such respective Mortgages to be mentioned, without any Preference or Priority of one to the other or others; but so always that the same Mortgages and every of them shall be subject and without Prejudice to the Mortgages already subsisting under the Authority of the said recited Act of the Second Year of His said late Majesty King *George* the Fourth, and to all Principal Monies and Interest secured by the said subsisting Mortgages, and to all Powers and Remedies in respect thereof; and a Memorial of every Mortgage so to be made, containing the Date, Name or Names, Addition or Additions of the Person or Persons to whom made, the Sum of Money secured, the Time appointed for Repayment of the Principal, and Rate of Interest, shall within Twenty-one Days from the Date of every such Mortgage be entered in One or more Book or Books to be kept by the Clerk to the said Company of Proprietors of the said Western Branch, which Book or Books shall or may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Western Branch of the said Navigation, and any other Person or Persons interested therein, without Fee or Reward; and the Person or Persons to whom any such Mortgage shall be 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, by Writing under his, her, or their Hand and Seal or Hands and Seals, in the Form or to the Effect following; (that is to say,)

Form of
 Assignment
 of Mortgage.

I in consideration of the Sum of
 paid by of do hereby
 transfer a certain Mortgage made by the Company of Proprietors
 of the Western Branch of the *Montgomeryshire* Canal to
 bearing Date the Day of for securing
 the Sum of and all Interest now due and to become
 due thereon, and all my Right and Property therein, to the said
 his Executors, Administrators, and Assigns.
 Dated this Day of

And every such Transfer shall within Twenty-one Days after the Date thereof be produced to the Clerk of the said Company of Proprietors of the said Western Branch, who shall cause a Memorial to be made thereof

thereof in like Manner as of the original Mortgage, for which the said Clerk shall be paid the Sum of One Shilling and Sixpence; and every such Entry made of such Transfer shall from thenceforth entitle such Assignee or Assignees, his, her, or their Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage; and it shall not thenceforth be in the Power of any Person or Persons who shall have made any such Assignment to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof.

II. Provided always, and be it further enacted, That nothing in this Act contained shall in anywise prejudice or affect any Mortgage or Mortgages already subsisting upon the said Western Branch of the said Navigation, or the Rates thereof, or any Part or Parts thereof respectively, but that all and every Persons or Person who are or is or shall be possessed of or entitled to such subsisting Mortgages or any of them shall have and be entitled to their, his, or her Principal Monies and Interest respectively, in such or the like Order and Priority, and with such or the like Securities, Powers, Privileges, and Remedies for or in respect thereof, as if this Act had not been made. Not to affect existing Mortgages.

III. And whereas the Commissioners nominated and appointed in and by an Act made and passed in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to authorize the Issue of Exchequer Bills and the Advance of Money out of the Consolidated Fund to a limited Amount, for the carrying on of Public Works and Fisheries in the United Kingdom, and Employment of the Poor in Great Britain, in manner therein mentioned,* and another made and passed in the same Session of Parliament, for amending the said Act, did, on or about the Fifteenth Day of *October* One thousand eight hundred and seventeen, under the Provisions of the said Acts and of the said recited Act of the Fifty-fifth Year of His said late Majesty, advance and lend to the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal the Sum of Six thousand Pounds in Exchequer Bills, and which said Advance was on the Security of an Indenture of Mortgage under the Common Seal of the said Company bearing Date the said Fifteenth Day of *October* One thousand eight hundred and seventeen, whereby, for the Considerations therein mentioned, the said Company of Proprietors assigned to *William Holden*, the then Secretary of the said Commissioners for the Issue of Exchequer Bills, but now deceased, all and every the Rates, Tolls, and Receipts whatsoever accruing or which might at any Time thereafter accrue, arise, be taken, collected, or received from or out of the said Western Branch of the *Montgomeryshire* Canal, subject to Redemption upon Payment by the said Company of Proprietors of the said Sum of Six thousand Pounds secured by the same Indenture of Mortgage, by such Instalments and at such Times as in the said Indenture is particularly mentioned and set forth: And whereas the Balance remaining due on the said Loan amounts to the Sum of One thousand two hundred Pounds, with Interest at the Rate of Four Pounds *per Centum per Annum* from the Fifteenth Day of

[Local.]

5 M

October

October now last past; be it therefore further enacted and declared, That nothing in this Act contained shall extend or be construed to extend to invalidate, defeat, make void, or in any Manner incumber or affect the said Indenture bearing Date the said Fifteenth Day of *October* One thousand eight hundred and seventeen, or the Priority to which the same may be entitled, or any of the Powers, Privileges, or Remedies for the Recovery of the Principal Money and Interest secured or intended to be secured thereby; any thing contained in the Acts herein-before recited or referred to, or this Act, or any of them, or in the said Indenture, to the contrary thereof notwithstanding.

For securing
the Interest
on the
Mortgages.

IV. And be it further enacted, That the Interest of the Money secured by the Mortgages so to be made as aforesaid shall be provided for and paid half-yearly to the Person or Persons entitled thereto before any yearly or other Interest or Dividends due or to become due to the said Company of Proprietors of the said Western Branch, or any of them, shall be paid, made, or divided; and that, without prejudice to the Right of any Person or Persons who are or shall be entitled to the subsisting Mortgages, or any of them, to require Payment of their, his, or her Principal Monies, or any Part thereof, and subject to the Payment of their, his, or her Interest, the Mortgagees under this Act shall be entitled to be paid their respective Interest half-yearly as aforesaid by and from the same Company; and in case the same Interest or any Part thereof shall be in arrear by the Space of Six Calendar Months or more next after the same shall become due and payable, and after Demand made thereof, then and in such Case, and so often as the same shall happen, it shall be lawful for any Two of His Majesty's Justices of the Peace acting in and for the said County of *Montgomery*, and they are hereby required, on Request to them made by any Mortgagee or Mortgagees under this Act whose Interest shall be so in arrear, by an Order under their Hands, to appoint One or more Person or Persons to receive the Whole or any Part or Parts of the Rates or Duties authorized to be raised or levied in respect of the said Western Branch by the said recited Act of the Fifty-fifth Year of the Reign of King *George* the Third, with a Salary or Allowance for the Trouble of collecting the said Rates or Duties, such Receiver or Receivers giving Security by Bond to the Treasurer of the said Company, with Two sufficient Sureties, to be approved of by such Two Justices, faithfully to account for the Monies to be received; and the Money so to be received shall be applied, in the first place, in Payment of what shall from Time to Time be due for or in respect of the Expences of Repairs, Wages, and other necessary Disbursements in respect of the said Western Branch, and after such Payments, then in Payment of the Salary or Allowance of such Receiver or Receivers respectively, and afterwards in Payment *pari passu* of what shall from Time to Time be due for Interest on the Mortgages already subsisting, and after Payment thereof, then in Payment of what shall from Time to Time be due for Interest on the Mortgages made under and by virtue of this Act; and in each such Case, after such Interest and the Costs of collecting the said Rates and Duties shall be satisfied, the Power and

Authority of such Receiver or Receivers for the Purposes aforesaid shall cease and determine.

V. And be it further enacted, That in case any Mortgagee or Mortgagees under this Act, his, her, or their Executors, Administrators, or Assigns, shall at any Time after the Day to be fixed by the Mortgage or Mortgages to him, her, or them for Payment of the Principal Money thereby secured, give Six Calendar Months Notice in Writing to the Clerk of the said Company of Proprietors of the said Western Branch, requiring Payment of his, her, or their Mortgage Money, and the said last-mentioned Company shall make Default in Payment thereof respectively, then and in such Case, and so often as the same shall happen, it shall and may be lawful for any Two of His Majesty's Justices of the Peace acting in and for the said County of *Montgomery*, and they are hereby also required, on Request made to them by any such Creditor or Creditors by Mortgage, by a like Order under their Hands, to appoint One or more Person or Persons to receive the Whole or any Part or Parts of the said Rates or Duties, with a Salary or Allowance as aforesaid, such Receiver or Receivers in like Manner giving Security to account; and the Money so to be received shall, in like Manner, in the first place, be applied in Payment of the Expences of Repairs, Wages, and other necessary Disbursements as aforesaid, and then in Payment of the Salary of such Receiver or Receivers, and afterwards in Payment of the Principal Monies and Interest which shall be due in respect of the Mortgages now subsisting as aforesaid, and subject thereto the same shall be applied in Payment of the Interest due or to become due to the Mortgage Creditors under this Act *pari passu*, and afterwards in Payment *pari passu* of the Principal Monies due to such Creditor or Creditors by Mortgage or Mortgages under this Act as shall require Payment thereof; and in each such Case, after such Principal and Interest, and the Costs of collecting the said Rates and Duties, shall be satisfied, the Power and Authority of such Receiver or Receivers shall in like Manner cease and determine.

For securing the Principal of the Mortgages.

VI. Provided always, and be it further enacted, That no Person to whom any such Mortgage shall be made or transferred as aforesaid shall be capable of acting or voting by virtue of such Mortgage or Assignment, either as Principal or by Proxy, at any Assembly or Meeting of the said Company of Proprietors of the said Western Branch, for or on account or in respect of any such Mortgage or Assignment.

No Mortgage Creditor to vote.

VII. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, and they are hereby authorized and empowered, at the Special General Assembly to be held as aforesaid, in case such Proprietors shall think proper, for the Purpose of carrying into execution this Act, to cause One hundred and thirty Shares of One hundred Pounds each, of or in the Capital or Joint Stock of the same Company, to be fairly and distinctly entered in the Name or Names of the said *William Pugh*, his Executors, Administrators, or Assigns, in the Book or Books kept by the

Company to issue 130 Shares of 100*l.* each to William Pugh.

the Clerk of the said Company for the entering of Shares, or in some other proper Book or Books of the said Company for that Purpose, and the same Shares shall be numbered respectively in succession, and shall be added to and shall form Part of the Capital of the same Company; and after such Entry the said Company shall cause their Common Seal to be affixed thereto, and shall also cause a Ticket or Instrument, with the Common Seal of the said Company affixed thereto, to be delivered to the said *William Pugh*, his Executors, Administrators, or Assigns, on Demand, specifying the Share or Shares to which he or they shall be so admitted as aforesaid; and every such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of the said *William Pugh*, his Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Ticket or Instrument shall not hinder or prevent him or them from selling or disposing of the same Shares, or any of them.

William
Pugh to
have all the
Powers and
Authorities
of a Pro-
prietor.

VIII. And be it further enacted, That for and in respect of the said One hundred and thirty Shares which may so be entered as aforesaid, the said *William Pugh*, his Executors, Administrators, and Assigns, shall have and be entitled to an equal and proportionable Part with the other Shareholders or Proprietors of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal of the Profits and Advantages arising or accruing or to arise or accrue by or from the Rates or other Sums of Money to be recovered or received by the same Company by the Authority of the said recited Acts or any of them, and the said One hundred and thirty Shares shall be deemed Personal Estate, and shall be transmissible as such, and that in respect thereof the said *William Pugh*, his Executors, Administrators, and Assigns, shall have and be entitled to all such or the like Rights, Powers, Privileges, and Authorities, and to such or the like Vote or Number of Votes, whether personally or by Proxy, and with such or the like Restrictions and generally in such Manner as if the said One hundred and thirty Shares were Part of the now subsisting Shares of the Capital of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal under and by virtue of the said recited Acts, or any or either of them; and that all Proxies shall and may be appointed and revoked in the like Manner and Form respectively, and his or their Appointment shall have such or the like Force and Effect, and the said One hundred and thirty Shares, and every or any of them, shall and may be sold and disposed of in such or the like Manner and Form, and subject to the like Regulations in all respects, and in case of the Marriage or Death of a Proprietor or Proprietors the Right or Title to the same Shares and every of them shall be evidenced in such or the like Manner as in and by the said recited Acts, or any or either of them, or by virtue thereof, is enacted or provided with reference to the existing Shares of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, or with reference to any Proprietor or Proprietors of such existing Shares, and as if the said One hundred and thirty Shares were Shares duly subscribed under the Authority of the said recited Acts, or any or either of them.

IX. Pro-

IX. Provided always, and it is hereby further enacted, That if any Proprietor of a Share or Shares under this Act shall also have or be entitled to any Share or Shares in the already subsisting Capital of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, so as to make in the whole upwards of Twenty Shares, such Proprietor shall not in any Case be entitled to more than Twenty Votes in the whole, at any Assembly or Meeting of the said last-mentioned Company, or in any Matter or Thing whatsoever relating to the Affairs thereof.

No Proprietor to have more than Twenty Votes in the whole.

X. And be it further enacted, That from and immediately after the sealing and delivering of the several Mortgages hereby directed to be made and executed for the said Sum of Twenty-five thousand Pounds and Interest, and the Entry hereby directed to be made of the said One hundred and thirty Shares as aforesaid, the said *William Pugh*, his Heirs, Appointees, or Assigns, shall convey and assure the several Pieces or Parcels of Land or Ground and other Hereditaments described in, and appointed, granted, released, and confirmed by the said Indentures of Lease and Appointment and Release of the Sixteenth and Seventeenth Days of *August* One thousand eight hundred and thirty-three, and every of them, with their and every of their Rights, Members, and Appurtenances (except and reserved as in the said Indenture of Appointment and Release is expressed as aforesaid), unto and to the Use of the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, and their Successors, to and for the Purposes of the said recited Act of the Fifty-fifth Year of the Reign of His said Majesty King *George* the Third and of this Act, but subject to such Leases or Agreements for Leases, or other Charges or Incumbrances, as have been granted or agreed to be granted by the said Company of Proprietors of the Western Branch of the *Montgomeryshire* Canal, or any Person or Persons on behalf of the same Company, and which are now subsisting, and also subject to the keeping at all Times in good and proper Repair and Condition, by and at the Expence of the same Company and their Successors, of the Roads mentioned and described in the said Indenture of the Seventeenth Day of *August* One thousand eight hundred and thirty-three; and after such Conveyance the said Company shall at all Times indemnify the said *William Pugh*, his Heirs, Appointees, and Assigns, from and against all Obligation or Liability to keep the same Roads or any of them in repair under his aforesaid Covenant in that Behalf, and from and against all Actions, Suits, Debts, Damages, Claims, or Demands whatsoever in respect thereof.

The Lands purchased to be conveyed to the Company.

XI. And be it further enacted, That the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, and incident thereto, and all Costs, Charges, and Expences incurred by the said *William Pugh* in and about the Arrangement of his Claims against the said Company, and the Negotiation and Treaty previous thereto, shall be borne, paid, and defrayed by the said Company of Proprietors of the Western Branch of the said *Montgomeryshire* Canal, by and out of the first Monies to be received by the same Company under the Authority of the said Act of the Fifty-fifth Year of the Reign of His said Majesty King *George* the Third; but subject and without

Costs of this Act.

[Local.]

5 N

Prejudice

Prejudice to the Right of any Person or Persons entitled to the subsisting Mortgages, or any of them, to require Payment of their, his, or her Principal Monies, or any thereof, and subject to the Payment of their, his, or her Interest.

Public Act. XII. 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.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the King's most Excellent Majesty. 1834.