ANNO TRICESIMO TERTIO

Georgii III. Regis.

CAP. XCIV.

An Act for making and maintaining a Navigable Canal from or nearly from the Town of *Grantham*, in the County of *Lincoln*, to the River *Trent*, near *Nottingham Trent Bridge*; and also a Collateral Cut from the said intended Canal, at or near *Cropwell Butler*, to the Town of *Bingham*, both in the County of *Nottingham*.

[30th *April* 1793.]

WHEREAS the making and maintaining a Navigable Canal from or nearly from the Town of Grantham, in the County of Lincoln, through the several Liberties and Parishes of Grantham aforesaid, Spittlegate, Earl's Fields, Barrowby, Harlaxton, Denton, Casthorpe, Woolsthorpe, and Stainwith, in the said County of Lincoln; Muston, Bottesford, Redmile, Barkestone, Plungar, Statherne, Harby, Hose, Preamble.

Hose, and Claxton, otherwise Long Clawson, in the County of Leicester; Hickling, Kinnoulton, Owthorpe, Coulston-Basset, Cropwell Bishop, Cropwell Butler, Stragglethorpe, Cotgrave, Bassingfield, Gamston, Holme Pierrepont, and West Bridgeford, in the County of Nottingham, and the Liberties of the Town and County of the Town of Nottingham, to the River Trent, near Nottingham Trent Bridge, in the Town and County of the Town of Nottingham aforesaid, and also the making and maintaining a Collateral Cut to communicate with the said intended Canal, from or nearly from Cropwell Butler aforesaid, through the several Liberties and Parishes of Cropwell Butler aforesaid and Bingham, in the said County of Nottingham, to the Town of Bingham, will render the Carriage of Coal, Lime, Limestone, Corn, Timber, Iron, Lead, and other Kinds of Goods and Merchandize, to and from several Parts of the Counties of Lincoln, Leicester, and Nottingham, cheaper and easier than at present, will assist and promote the Trade and Commerce of the said Towns of Grantham and Bingham, and greatly improve the Lands and Estates within the said Counties, and will be of publick Utility: And whereas the several Persons herein-after named are desirous, at their own proper Costs and Charges, to make and complete such Navigable Canal and Collateral Cut as aforesaid, in case they shall be enabled so to do by the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Most Noble John Henry Duke of Rutland, the Right honourable Philip Earl of Chesterfield, the Right honourable Henry Earl of Gainsborough, the Right honourable Frederick Thomas Earl of Strafford, the Right honourable Henry Lord Middleton, the Right honourable Brownlow Lord Brownlow, the Alderman, Comburgesses, and Burgesses of the Borough of Grantham for the Time being, Robert Alderman, the Reverend John Arden, Alpheus Burgin, Thomas Bond, Edward Bostock, Gervas Bourne, the Reverend Nathaniel Bramley, Dorothy Bennett, Richard Bertram, Samuel Briggs, John Berriff, Robert Buck M. D. Sir George Bromley Baronet, George Brownhill, the Trustees for the Time being of Brunt's Charity at Mansfield, the Reverend Robert Barker, Robert Bromley, Jonas Bettison, Francis Crosland, John Coy, Thomas Crabtree, William Caunt, John Collishaw, the Reverend William Cham-

Company of Proprietors.

Chamberlain, Richard Day, James Douthwaite, Mary Davie, the Churchwarden of Denton for the Time being, the Overseers of the Poor of Denton for the Time being, John Deakin, John Dale, William Elverson, Exley, Francis Evans, William Eyre Senior, William Firmadge, Joseph Ferguson, Henry Fox, Jonathan Field, Thomas Frisby, Elizabeth Forrest, Margaret Freeth, William Fillingham, George Fillingham, George de Ligne Gregory, Daniel Gregory, Anthony Good, Wildbore Garnar, George Green, Richard Guy, James Guthrie, the Reverend George Gordon, Abraham Ginnever, Richard Gee, William Gould, Richard Holt, Richard Hollinghead, John Hemingway, Thomas Hough, John Hand, Thomas Holland, John Hutchinson, Samuel Hand, James Hooley, Henry Hough, John Healey, Samuel Hurst, John Harby, Joseph Harby, Richard Hoe, John Hall, William Handley, William Helmesley, William Hodgkinson, William Harwood, Henry Howett, the Reverend Joseph Jackson, John Jackson of Newark, Josias Jessop, Christopher Jowett, John Jackson of London, Joseph Keal, Rebecca Keal, William King, John Kelsall, Henry Keyworth, Beaumont Leeson, Joseph Lawrence, Joseph Lyne, Charles Latham, Charles Latham junior, John Langwith junior, Cornelius Launder, William Martin, Henry Mills, Gildon Manton, William Milnes, William Richard Middlemore, George Middlemore, the Reverend James Stuart Monteath, Samuel Maltby, William Marshall, Benjamin Maddocks, William Mason, John Mann, John Musters, William Mason, Martin Newbray, John North, George Nelson, William Ostler, Elizabeth Palmer, Thomas Prest, James Prest, James Potter, Matthew Pape, Nicholas Pilkinton, the Reverend Reginald Pyndar, the Reverend Thomas Parke, Richard Pell, Mary Peake, Ann Parker, William Pycroft, Sarah Plowman, Robert Padley, the Reverend William Rastall, Thomas Rawlinson, William Rowley, Elizabeth Raby, John Renshaw, George Robinson, the Reverend Philip Story, the Reverend Bennett Storer D. D. Thomas Swinburn, John Shipley, the Reverend William Smelt, Robert Sturdy, John Shilcock, Edward Spencer, Nathaniel Stubbins, Christopher Staveley, Thomas Spragging, John Smalley, William Smith, William Smart, John Storer M. D. William Sanday, William Shilcock, the Reverend William Smith, Edmund Stevens, William Strong, John Turney, Henry Taft, Robert Turner, Francis Turner, the Reverend John Thoroton, Charles Twells, John Taylor, Samuel Turner, George Twells, William Gregory Williams, John Whitchurch, James Winrow, the Representative of William Wall,

Wall, John Wood, John Whiſhaw, Samuel White, Elizabeth Whittle, Frances Willerton, William Woolley, Sarah Ward, Thomas William Winter, John Wright, Joſeph Wilkes, Richard Wilks, Thomas Woodward, William Earle Welby, William Earle Welby junior, and the Reverend William Walters, and their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, together with ſuch Perſon or Perſons as they, or the major Part of them, at any General Meeting aſſembled, ſhall nominate and appoint under their Hands, are and ſhall be united into a Company for the better carrying on, making, completing, and maintaining the ſaid intended Navigable Canal and Collateral Cut, and all Works relating and neceſſary thereto, according to the Rules, Orders, and Directions herein-after expreſſed and laid down, and ſhall for that Purpoſe be One Body Politick and Corporate, by the Name of The Company of Proprietors of the *Grantham* Canal Navigation, and by that Name ſhall have perpetual Succeſſion, and a Common Seal, and by that Name ſhall and may ſue and be ſued, and alſo ſhall and may have Power and Authority to purchaſe Lands, Tenements, and Hereditaments for the Uſe of the ſaid Navigation and Works, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and alſo to ſell and convey any of the Lands, Tenements, or Hereditaments purchaſed for the Purpoſes aforeſaid; and the ſaid Company of Proprietors, their Succeſſors and Aſſigns, ſhall be, and they are hereby authorized and impowered, from and after the Twenty-fourth Day of June One thouſand ſeven hundred and ninety-three, on which Day this Act ſhall commence and take Effect, by themſelves, their Deputies, Agents, Officers, Workmen, Servants, and Aſſiſtants, to make and compleate a Canal, navigable and paſſable at all Times for Boats, Barges, and other Veſſels, from a Cloſe in Earl's Fields and Spittlegate, in or near the Town of Grantham, in the County of Lincoln aforeſaid, heretofore in the Occupation of William Hutchin, late in the Occupation of John Manners Eſquire, and now of Lady Louiſa Manners, or her Tenant, bounded on the South-eaſt by the Turnpike Road from Grantham aforeſaid to Melton Mowbray, in the County of Leiceſter aforeſaid, on the North-eaſt by Rimington's Cloſe, on the North-weſt by Cooper's Cloſe, and on the South-weſt by Hemingway's Cloſe, through the ſeveral Pariſhes, Hamlets, and Places herein-before mentioned, to Lands of the Corporation of Nottingham, in the Liberties of the Town and County of the Town of Nottingham aforeſaid, near to Nottingham Trent Bridge, now or late in the ſeveral

Incorporated into a Company.

Their Style.

Company impowered to make a Navigable Canal from *Grantham* to the River *Trent*;

Occupations of Thomas Wapplington, John Wilcock, John Shacklack, Henry Shipley, John Stubbings, and William Garton, there to communicate with the River Trent, in such Course and Direction as is delineated on the Map or Plan herein-after mentioned, or within One hundred Yards of the same; and also to make and complete a certain Collateral Cut, navigable and passable at all Times for Boats, Barges, and other Vessels, from a certain Part of the said intended Canal, within the Parish or Liberty of Cropwell Butler aforesaid, through a Close there now or late in the Occupation of Joseph Marriott, and through the Parishes and Liberties of Cropwell Butler and Bingham aforesaid, to a certain Close in the said Town of Bingham now or late in the Occupation of Joseph Askew, and to supply the said intended Canal and Collateral Cut, whilst the same shall be making, and when made, with Water from all such Springs as shall be found in making the said intended Canal and Collateral Cut, and also from all such Rivers, Brooks, Streams, Watercourses, and Springs, as are or shall be found within the Distance of Two thousand Yards from any Part of the said intended Canal and Collateral Cut, for the immediate Supply of the same, or within such other Distance as may be necessary for supplying any Reservoir or Reservoirs to be made as herein mentioned (except as hereinafter is excepted); and also to make such Reservoirs as shall be necessary for the Purposes of the said intended Canal and Collateral Cut, for the more conveniently supplying the same with Water; and also such and so many Feeders and Aqueducts as they shall think fit, for supplying the said intended Canal, Collateral Cut, and Reservoirs with Water; and for those Purposes, in, upon, and through the Lands and Grounds of or belonging to the King's Majesty, His Heirs and Successors, or of or belonging to any other Person or Persons, Bodies Politick, Corporate, or Collegiate whatsoever, to enter, and to bore, dig, cut, trench, sough, remove, and lay Earth, Clay, Stone, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Matters or Things which may be dug or got in making the said intended Canal, Collateral Cut, or other Works, or which may hinder, prevent, or obstruct the making, using, completing, extending, and maintaining the same respectively, or such Trenches, Passages, Gutters, and Watercourses as shall be necessary and proper to convey Water to or from the said intended Canal and collateral Cut, or either of them, according to the Intent and Meaning of this Act; and

and a Collateral Cut from *Cropwell Butler* to *Bingham*.

and also to make, build, erect, and set up, in or upon the said intended Canal and Collateral Cut, or the respective Lands adjoining or near to the same, such and so many Bridges, Tunnels, Aqueducts, Sluices, Locks, Flood Gates, Weirs, Pens for Water, Stanks, Reservoirs, Drains, Wharfs, Quays, Houses, Warehouses, Watch Houses, Landing Places, Weighing Beams, Cranes, Dry Docks, and other Works, Ways, Roads, and Conveniences, as and where the said Company of Proprietors shall think requisite and convenient for the Purposes of the said Navigation, and also from Time to Time to turn, alter, repair, and amend the same, and to make, widen, and enlarge any Bridges, Ways, Roads, Passages, Cuts, Locks, Tunnels, Aqueducts, Trenches, Sluices, and other Works or Conveniences, as well for the carrying and conveying of Goods, Commodities, and other Things, to and from the said intended Canal and Collateral Cut respectively, as for the carrying and conveying of all Manner of Materials necessary for the making, erecting, finishing, altering, repairing, amending, widening, or enlarging the said Works of and belonging to the said Navigation; and also to place, lay, work, and manufacture any Materials on the Grounds near to the Place or Places where the said Works, or any of them, shall and are intended to be made, erected, repaired, or done, and to build and construct the several Locks, Bridges, Works, and Erections belonging thereto; and also to make, maintain, repair, and alter, or turn any Roads, Fences, or Passages, over, under, through, or along the Sides of the said intended Canal and Collateral Cut, or the Reservoirs, Tunnels, Aqueducts, Soughs, Trenches, Passages, Gutters, Watercourses, and Sluices respectively, which shall communicate therewith; and also to make, set up, and appoint such Towing Paths, Banks, Roads, and Ways convenient for towing, haling, or drawing of Boats, Barges, and other Vessels passing in, through, or upon the said intended Canal and Collateral Cut, with Men, Horses, or otherwise, as they the said Company of Proprietors shall think convenient; and also to dig, take, and carry away any Soil, Clay, Gravel, or Stone, proper, requisite, or convenient for carrying on and continuing the said Works and Undertakings, in or from any Ground or Grounds of any Person or Persons adjoining or lying contiguous thereto; and to construct, erect, and keep in Repair any Piers, Arches, and other Works, in, upon, and across any Rivers or Brooks, for the making, using, maintaining, and repairing of the said intended Canal and Collateral Cut, and the Towing-Paths on the

To build Bridges, &c.

and dig Gravel and Materials;

Sides thereof; and also to construct, erect, make, and do all other Matters and Things which they shall think necessary and convenient for the making, effecting, extending, preserving, improving, completing, and using of the said Navigation, in pursuance of, and according to the true Meaning of this Act; they the said Company of Proprietors doing as little Damage as may be in the Premises, and making Satisfaction in Manner hereinafter mentioned to the Owners and Proprietors of such Lands, Tenements, or Hereditaments, Waters, Watercourses, Brooks, or Rivers respectively, as shall be taken, used, removed, diverted, or prejudiced, for all Damages to be by them sustained in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted. making Satisfaction for Damages.

II. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to authorize or impower the said Company of Proprietors, or any Person or Persons employed by them, to take or use, or to injure or damage any House or other Building, except a Messuage or Tenement now or late the Property of Thomas Burrows, and in his own Occupation, a Barn and Weaver's Shop, now or late the Property of John Nelson, in the Occupation of John Swift, a Messuage or Tenement and Outbuildings, now or late the Property of George Faulks, in the Occupation of Martha Morris, and another Messuage or Tenement and Outbuildings, now or late the Property of John Mann, in the Occupation of John Lock, all in the Parish of Hickling aforesaid, or to exercise any of the Powers hereby given, upon, through, or over any Land or Ground whatsoever, which, on the First Day of January One thousand seven hundred and ninety-three, was a Garden, Yard, Park, Paddock, planted Walk, or Avenue to a House, or Lawn inclosed and adjoining to a Mansion House, or ancient Fish Pond belonging to or near any Mansion House, or through or over any Garden or Yard, without the Consent of the Owners of the same respectively, other than the Gardens and Yards belonging to any Cottages or Tenements under the respective yearly Value of Six Pounds. Exception.

III. And be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to authorize the said Company of Proprietors to divert or take, Not to divert the Feeders of the River *Witham*.

take, for the Use of the said intended Canal or Collateral Cut, any of the Waters from the River Witham, or from any of the Streams, Brooks, or Watercourses flowing into the same, or communicating therewith; except for the Purpose of filling a Reservoir or Reservoirs to be made within the Parishes of Denton and Harlaxton, in the County of Lincoln aforesaid, between the Village of Denton aforesaid and the Line of the said intended Canal, where it intersects the Denton Brook, with the Flood Waters of the said Brook, or such Flood Waters as can be collected from the neighbouring Vallies within One Mile of the said Reservoir or Reservoirs, which the said Company of Proprietors are hereby required to make; such Reservoir or Reservoirs to contain a Quantity of Water equal to what a Reservoir of Eighteen Acres would contain at the average Depth of Three Yards, and not to exceed Twenty Acres of the same Depth, the natural Stream of the said Brook to be conveyed by the Side of such Reservoir, and to be so guarded by a permanent Gauge Weir, that no Water shall flow or be taken from the said Brook into the said Reservoir or Reservoirs, until the Water flowing down the Channel of the said Brook shall be double in Quantity to what shall be deemed the Average Produce of the Brook in common dry Seasons, such Average Quantity to be ascertained in Manner herein-after mentioned, and such Reservoir or Reservoirs to be completed and opened at the same Time as the Knipton Reservoir, herein-after mentioned, shall be completed and opened.

except the *Denton Brook*, for supplying a Reservoir.

IV. Provided always, That for the Purpose of ascertaining the Average Quantity of Water flowing in such common dry Seasons down the said Denton Brook, the Quantity of Water which shall pass or flow down the said Denton Brook shall, at the Costs and Charges of the said Company of Proprietors, be measured or otherwise ascertained by the Engineer of the said Company of Proprietors, or such Person as he shall appoint, and such other Engineer as shall be appointed by the General Commissioners of Drainage of the River Witham, and the Commissioners of Navigation on the same River, and the Proprietor or Proprietors, Lessee or Lessees of the Fosdike Navigation, or by a Third Person to be chosen by such Two Engineers so appointed, in case they disagree, in the Months of May, June, and July, on such Day in each of those Months respectively as may be fixed by such Engineer of the said Company of Proprietors, or the Person to be by him appointed as aforesaid, of each of which Days such Engineer of the said Company

Method of ascertaining the Average Quantity of Water passing down the *Denton Brook*.

of Proprietors, or the Person so by him to be appointed as aforesaid, is hereby required to give Ten Days Notice at the least, in Writing, to such other Engineer to be appointed as aforesaid; and that the Average Quantity of Water so to be ascertained shall be deemed the Average Produce or Quantity of Water of the said Denton Brook, in common dry Seasons, and that the said Average shall be ascertained by a permanent Gauge Weir, and that a Certificate of such Average Quantity of Water, signed by such Engineer of the said Company of Proprietors, and by the other Engineer to be appointed as aforesaid, or his or their Agent, or in case they shall disagree by the Engineer they shall have appointed, shall be recorded at the next General Quarter Sessions of the Peace to be holden for the Parts of Kesteven, in the said County of Lincoln, after such Average Quantity of Water shall be ascertained as aforesaid; and that a Copy of such Record, signed by the Clerk of the Peace for the said Parts of Kesteven, shall be at all Times thereafter Evidence of such Average.

V. Provided always, That if at the Times above mentioned for ascertaining the Average of the Water flowing down the said Denton Brook in common dry Seasons, there shall happen to fall a Quantity of Rain sufficient to affect the Water of the said Brook, so as to increase the same above the Average Produce or Quantity thereof in common dry Seasons, or in case it shall happen that from any extraordinary Drought during the Times appointed for ascertaining the said Average as aforesaid, or for any Length of Time antecedent thereto, the Water of the said Brook may be decreased below the Average thereof in common dry Seasons, that then and in every such Case the said Company of Proprietors, or the Persons interested in the Waters of the said Brook, shall refer the Account of the Average so to be taken, together with the Cause of its exceeding or falling short of the common Average of dry Seasons, and all other Matters relating thereto, to Sir Joseph Banks Baronet, or, in case of his Death, to the next Quarter Sessions of the Peace to be holden for the Parts of Kesteven in the County of Lincoln aforesaid, after such Average shall be so taken, and upon satisfactory Proof being made before the said Sir Joseph Banks, or, in the Event of his Death, before the Justices of the said Quarter Sessions, of the Water of the said Denton Brook having been affected by any Fall of Rain or any extraordinary Drought, at the Time of such Average so being ascertained as aforesaid, the said Sir Joseph Banks, or the said

said Justices, shall; and they are hereby respectively authorized and impowered to direct such other Admeasurements to be made, or take such other Steps as they may deem requisite, at the Expence of the said Company of Proprietors, to enable them to adjudge what shall appear to them to be the fair Average Quantity of Water passing down the said Denton Brook, in common dry Seasons, according to the true Intent and Meaning of this Act; and such Adjudication shall be deemed to be the Average Produce or Quantity of Water flowing down the said Denton Brook, in common dry Seasons, and a Certificate thereof shall be recorded at the said Quarter Sessions, and shall be at all Times thereafter Evidence of such Average; and no Water shall be taken for the Supply of the said Canal, until the said Admeasurement or Average Quantity of Water be finally ascertained and recorded in Manner herein mentioned, and the said permanent Gauge Weir erected and finished.

The Miller of *Denton Mill* to draw his Shuttles for better ascertaining the Average.

VI. And be it further enacted, That it shall be lawful for the Persons appointed to ascertain the Average of the Water of the said Denton Brook, to require and direct the Miller of Denton Mill to draw the Shuttles or Flood Gates of the said Mill, in such Manner, and for so long Time as they shall think necessary, not exceeding Twenty-four Hours at any One Time, for the Purpose of ascertaining such Average; and if such Miller shall refuse or neglect so to do, he shall, for every such Offence, forfeit and pay the Sum of Ten Pounds, and such Miller shall be paid by the said Company of Proprietors such Sum of Money as a Recompence or Satisfaction for any Injury, Loss, or Damage he may sustain by drawing the Shuttles of his Mill as aforesaid, as shall be agreed between him and the said Company of Proprietors, and in case of any Difference or Dispute between the said Parties, the Matter shall be settled in the Manner herein provided with regard to other Disputes or Differences respecting Satisfaction for Damages.

Not to diminish the Water of the *Denton Brook* below the Average.

VII. And be it further enacted, That nothing in this Act contained shall extend to authorize or impower the said Company of Proprietors, their Agents, Servants, or Workmen, in making or supplying the said Canal, Collateral Cut, Aqueducts, or Reservoir, or either of them, with Water, or for any other Purpose whatsoever, so to diminish the Quantity of Water flowing or passing down the said Denton Brook, as at any Time to reduce the Quantity of Water passing down the same, below

Double

Double the Average Quantity of the said Denton Brook, during the Months of May, June, and July.

Pond or Bason to be made upon the Bed of the *Denton Brook*.

VIII. And be it further enacted, That for the Purpose of ascertaining the Average Quantity of such Water flowing down the said Denton Brook during the whole Course of the Year, according to Double the Average Quantity during the aforesaid Months, the said Company of Proprietors shall, and are hereby required, at their own Expence, to make and maintain a Pond or Bason, suitable to the Face of the Ground, not less than Three hundred and fourteen Feet of superficial Extent, in and upon the Bed of the said Denton Brook, above and next adjoining to the said Reservoir, and also shall reduce the Bed of the said Denton Brook for Thirty Feet in Length into a regular Breadth and Depth, with a flat Bottom, constructed with Brick or Stone Work, and that the same shall be made perfectly level, and next adjoining to and above the said Pond or Bason, into which Pond or Bason the whole Waters of the said Denton Brook shall be made to flow; and for the Purpose of preserving intire and uninterrupted the Whole of the Waters of the said Denton Brook, for the Use of the Lands between the said Pond or Bason, and the Mouth of the said Denton Brook, where it falls into the said River Witham, there shall be a Weir or Tumbling Bay made and maintained, at the Expence of the said Company of Proprietors, on the Side of the said Pond or Bason, constructed with Brick, Stone, or other sound Materials, and an Iron Bar, perfectly level, fixed on the upper Surface thereof, in such Manner, and of such Width and Heighth, so as that the whole Waters (being Double the Average Quantity ascertained as above mentioned) of the said Denton Brook (except extraordinary Floods) shall flow and pass over and through the same, and down a new Watercourse or Channel which shall be also made and maintained by the Side of the said Reservoir, at the Expence of the said Company of Proprietors, for such Purpose, and the said Waters so flowing, shall be kept clear and separate from the said Reservoir, or the Waters thereof; and that for the Purpose of appropriating and allowing for the Supply of, and filling the said Reservoir or Reservoirs, all Flood Waters of extraordinary Quantity, more than shall pass or flow down the said Denton Brook over the Weir or Tumbling Bay as aforesaid, there shall also be One other Weir or Tumbling Bay, made and maintained at the Expence of the said Company of Proprietors, between the said Pond or Bason, and the said Reservoir or Re-

 servoirs,

ſervoirs, formed with Stone or other Materials, with an Iron Bar, perfectly level, fixed on the upper Part thereof, and ſuch Bar ſhall be ſo fixed, that the upper Surface thereof ſhall be placed on a Level with a Gauge or Mark correſponding with the Surface of Double the Average Quantity of Water ſo aſcertained in Manner herein-before mentioned.

For repairing Damage done to the Channel by the Side of the Reſervoir.

IX. And be it further enacted, That if the ſaid Channel or Watercourſe to be made for conveying the Average Waters of the ſaid Denton Brook as aforeſaid, or any of the Works thereof, ſhall be at any Time or Times hereafter, by any Ways or Means whatſoever, damaged or put out of Repair, ſo as to occaſion ſuch Average Waters of the ſaid Denton Brook to be diminiſhed in Quantity, then it ſhall be lawful for any Perſon affected thereby, to give or leave Notice in Writing with, or to leave ſuch Notice at the uſual Place of Abode of, the Clerk of the ſaid Company of Proprietors, or any Agent or Collector of Tolls for the ſaid Company, and immediately after ſuch Notice, the ſaid Company of Proprietors are hereby required to cauſe the ſaid Channel or Watercourſe, or any of the Works thereof, ſo damaged or out of Repair, by any Ways or Means whatſoever, to be well and ſufficiently repaired, under the Penalty of Five Pounds for each and every Day after ſuch Notice, until ſuch Channel or Watercourſe, and the Works thereof, ſhall be well and ſufficiently repaired and completed, which ſaid Penalty ſhall be levied and recovered againſt the ſaid Company of Proprietors as other Penalties and Forfeitures are hereby directed to be levied and recovered, and ſhall be paid to the Clerk of the Peace for the Parts of Keſteven aforeſaid, and be applied to ſome publick Charity, at the Diſcretion of the Juſtices of the Peace for the ſaid Parts, in General Quarter Seſſions aſſembled.

For making Tunnels or Culverts to convey the Feeders of the *Witham*.

X. And be it further enacted, That ſunken Tunnels or Culverts, of ſufficient Apertures, ſhall be laid at all Places where the ſaid intended Canal, or any of its Feeders, ſhall interſect the ſaid Denton Brook, the Mowbeck, or any other Stream or Feeder of the River Witham, ſo that all ſuch Streams or Feeders ſhall at all Seaſons have their uſual uninterrupted Courſe into the ſaid River Witham, except ſuch Flood Waters of the ſaid Denton Brook as are herein-before excepted; and that the ſaid ſunken Tunnels or Culverts, and alſo all the before-mentioned Weirs, ſhall be made, and from Time to Time, and at all Times hereafter, kept in Repair by the ſaid Company of Proprietors, to the Satisfaction

action of a Surveyor, to be jointly appointed by the Commissioners of Drainage of the River Witham, the Commissioners of Navigation on the same River, and the Lessees of the Fosdike Navigation,

For preserving a certain Quantity of Water in the *Denton* Reservoir.

XI. And be it further enacted, That the said Company of Proprietors shall, and they are hereby required and directed to keep and retain in the said Reservoir or Reservoirs so to be made in the Parishes of Denton and Harlaxton aforesaid, such Quantity of Water as shall at all Times be Six Feet deep in the deepest Part; the sole Right of Fishery, and using Fishing and Pleasure Boats on the said Reservoir or Reservoirs being hereby reserved to William Earle Welby Esquire, and George de Ligne Gregory Esquire, their respective Heirs and Assigns, in Proportion to their Right and Extent of Property in the Soil of the said Reservoir or Reservoirs; and for the more easily distinguishing the respective Rights and Properties of the said William Earle Welby and George de Ligne Gregory, in the Soil of the said Reservoir or Reservoirs, and of the Extent of Fishery which they are respectively entitled to therein, the said Company of Proprietors shall, and they are hereby also required to erect and set up Two or more Posts or Marks at the most convenient and conspicuous Places where the Lands of the said Proprietors divide, as a Limit or Boundary to ascertain the same, and do also repair and keep up the same at all Times hereafter as Occasion shall require.

Right of Fishery therein.

Marks to be set up to distinguish the Property of different Owners.

No Cut to be made from the Canal between *Eaton* and *Bottesford*.

XII. And be it further enacted, That no Cut or Canal shall be made into, out of, or from any Part of the said intended Canal, or out of the River Devon, between the Parishes of Eaton and Bottesford, in the County of Leicester aforesaid, by any Person or Persons whomsoever, except such Cuts, Reservoirs, Locks, Sluices, Drains, and other Things as are authorized by this Act.

Depth of Water in the Canal between *Grantham* and the Summit Level.

XIII. And be it further enacted, That the said intended Canal from Grantham aforesaid, to the uppermost Lock at Woolsthorpe Point, called the Summit Level, shall always be and continue Five Feet in Depth in Water the whole Length thereof, except when the Water of the Reservoir to be made at Denton and Harlaxton aforesaid, shall be so reduced as to render it imprudent or unsafe to supply the said Canal with more than Four Feet in Depth in Water.

No Water to be drawn from the Canal into the Summit Level;

XIV. Provided always, That no Water shall be taken or drawn into the Summit Level from the said intended Canal, or any Part thereof, or from the Locks, Sluices, Tunnels, or Drains communicating therewith, by Means of any Engine, Tunnel, or Device whatsoever.

XV. Pro-

nor from the River *Devon.*

XV. Provided also, That no Water shall be taken or drawn from the said River Devon, nor from any Reservoir or Reservoirs that may be made upon the same, or upon any Branch or Branches thereof, into the uppermost Lock at Woolsthorpe aforesaid, nor into that Part of the said intended Canal extending from Grantham aforesaid, to the said uppermost Lock, called The Summit Level.

No Deviation to be made more than 50 Yards from the Line of the Canal in certain Parishes, without the Consent of the Duke of *Rutland.*

XVI. And be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to impower or enable the said Company of Proprietors, their Successors or Assigns, to deviate more than Fifty Yards from the Course or Direction specified in the said Map or Plan, and as set forth in the Book of Reference hereinafter mentioned, in making that Part of the said intended Canal which will pass through the Lands or Grounds belonging to his Grace the Duke of Rutland, in the Parishes or Liberties of Woolsthorpe, Stainwith, Muston, Bottesford, and Redmile, aforesaid, without the Consent of the Guardians of the said Duke during his Minority, or afterwards, without the Consent of his Grace the said Duke of Rutland, or his Heirs, by Writing under their or his Hands or Hand respectively, any Thing in this Act contained to the contrary notwithstanding.

Limiting the Extent of Reservoir at *Knipton.*

XVII. And be it further enacted, That it shall not be lawful for the said Company of Proprietors, their Successors or Assigns, to make any Reservoir within the Parishes of Knipton, Croxton, and Branston, in the County of Leicester aforesaid, any or either of them, save and except One or more Reservoir or Reservoirs, not exceeding in the Whole Sixty Acres, the Situation of which shall be chosen and appointed by the Guardians of his Grace the Duke of Rutland during his Minority, and afterwards by the said Duke, or his Heirs, by Writing under their or his Hands or Hand respectively, the said Reservoir or Reservoirs to be supplied and filled with the Flood Waters of the River Devon, and such Flood Waters as can be collected from the neighbouring Vallies communicating within half a Mile of the said Reservoir or Reservoirs, the natural Stream of the said River Devon to be conveyed by a Channel or Watercourse to be made by the Side of the said Reservoir or Reservoirs, and to be so guarded by a permanent Gauge Weir or Tumbling Bay, as is more particularly described hereinafter, so as that no Water shall flow, or be taken from the said River into the said Reservoir or Reservoirs, until the Water flowing down the Channel of the said River shall be in Quantity equal to what shall be deemed

Method of supplying same with Water.

the Average Quantity of Water of the said River in common Seasons, such Average Quantity to be ascertained in Manner herein-after mentioned.

Of ascertaining the Average of the Water passing down the *Devon*.

XVIII. And be it further enacted, That for the Purpose of ascertaining the Average Quantity of Water flowing in such common Seasons down the said River Devon, the Quantity of Water which shall pass down the said River shall, at the Costs of the said Company of Proprietors, be measured or otherwise ascertained by William King of Belvoir, Gentleman, and John Deakin of Nottingham, Gentleman, in the Months of April, May, June, July, August, and September, One thousand seven hundred and ninety-four, as they shall think proper, and in case of any Difference or Dispute between them, the Matter shall be referred to and determined by John Balguy of Duffield, in the County of Derby, Esquire, Barrister at Law, as Umpire; and that the Average Quantity of Water so to be ascertained shall be deemed the Average Produce or Quantity of Water of the said River Devon in common Seasons, and that the said Average shall be ascertained by a permanent Gauge Weir, and that a Certificate of such Average Quantity of Water, signed by the said William King, John Deakin, and John Balguy, or any Two of them, shall be recorded at the First General Quarter Sessions of the Peace to be holden for the said County of Leicester, after such Average Quantity of Water shall be ascertained as aforesaid, and that a Copy of such Record, signed by the Clerk of the Peace for the County of Leicester, shall be at all Times thereafter Evidence of such Average.

In case of any Fall of Rain to affect the Water of the *Devon*, Admeasurement may be deferred.

XIX. Provided always, and be it enacted, That if at the Times above-mentioned for ascertaining the Average of the Water flowing down the said River Devon in common Seasons, there shall happen to fall a Quantity of Rain sufficient to affect the Water of the said River, so as to increase the same above the Average Produce or Quantity thereof in common Seasons, that then and in every such Case the Persons so appointed or to be appointed as aforesaid shall not be bound to measure or ascertain the said Average Quantity of Water in any of the Months so fixed for that Purpose as aforesaid, but may defer the Admeasurement thereof to any Day that they may think proper, in the same Months, in either of the Two next or succeeding Years, in order that an Admeasurement of the said Water may be avoided at or during the Time of the Fall, or during the Effect of any such Quantity of Rain, so that such Average be ascertained on or before the

the Tenth Day of October One thousand seven hundred and ninety-six; and in case the said Average be not ascertained on or before the said Tenth Day of October One thousand seven hundred and ninety-six, it shall not be lawful for the said Company of Proprietors to take or use any of the Waters of the said River Devon, until such Time as the said Average Quantity shall have been ascertained, and Notice thereof given to the Quarter Sessions for the County of Leicester as aforesaid, to be recorded as aforesaid, and the said permanent Gauge Weir erected and finished.

In case of Death or Refusal of the Persons appointed to take the Average, others to be appointed.

XX. Provided also, and be it further enacted, That in case of the Death or Refusal to act of the said William King, or Removal from his Stewardship to the Duke of Rutland, or the Refusal to act of any Person to be appointed in his Room, as herein-after mentioned, some other Person shall be nominated and appointed by the Guardians of his Grace the Duke of Rutland, during his Minority, and afterwards by the said Duke, or his Heirs, by Writing, under their or his Hands or Hand, to ascertain such Average; and in case of the Death or Refusal to act of the said John Deakin, or his Removal from his Stewardship to the Duke of Newcastle, or the Refusal to act of the Person to be appointed in his Room, as herein-after mentioned, some other Person shall be nominated and appointed by his Grace the Duke of Newcastle, or the Person or Persons entitled to the Inheritance of his Estates in the said County of Nottingham for the Time being, by Writing under his or their Hand or Hands, to ascertain such Average; and in case of the Death or Refusal to act of the said John Balguy, or of any other Umpire to be appointed in his Room, as herein-after mentioned, some One of his Majesty's Counsel learned in the Law shall be appointed by the said William King and John Deakin, or their respective Successors, to act as Umpire as aforesaid, and so toties quoties respectively.

The Miller of *Eaton* Mill to draw his Shuttles for better ascertaining the Average.

XXI. And be it further enacted, That it shall be lawful for the Persons appointed to ascertain the Average of the Water of the River Devon as aforesaid, to require and direct the Miller of Eaton Mill to draw the Shuttles or Flood Gates of the said Mill, in such Manner and for so long Time as they shall think necessary, not exceeding Twenty-four Hours, for the Purposes of ascertaining such Average; and if such Miller shall refuse or neglect so to do, he shall for every such Offence forfeit and pay the Sum of Ten Pounds; and such Miller shall be paid by the

the said Company of Proprietors such Sum of Money, as a Recompence or Satisfaction for any Injury, Loss, or Damage he may sustain by drawing the Shuttles of his Mill as aforesaid, as shall be agreed between him and the said Company of Proprietors; and in case of any Difference or Dispute between the Parties, the Matter shall be settled in the Manner herein provided with Regard to other Disputes or Differences respecting Satisfaction for Damages.

Not to diminish the Water of the *Devon* below the Average.

XXII. And be it further enacted, That nothing in this Act contained shall extend to authorize or impower the said Company of Proprietors, their Agents, Servants, or Workmen, in making or supplying the said Canal, Collateral Cut, Aqueducts, or Reservoirs, or any of them, with Water, or for any other Purpose whatsoever, so to diminish the Quantity of Water flowing or passing down the said River Devon, as at any Time to reduce the Quantity of Water passing down the same below the Average Quantity of the said River Devon during the Months of April, May, June, July, August, and September.

Pond or Bason to be made upon the Bed of the *Devon*.

XXIII. And be it further enacted, That for the Purpose of ascertaining the Average Quantity of such Water flowing down the said River Devon, during the whole Course of the Year, according to the Average Quantity during the aforesaid Months, the said Company of Proprietors shall and are hereby required, at their own Expence, to make and maintain a Pond or Bason, suitable to the Face of the Ground, not less than Three hundred and Fourteen Feet of superficial Extent, in and upon the Bed of the said River Devon, above and next adjoining to the Reservoir or Reservoirs last mentioned, and also shall reduce the Bed of the said River Devon for One hundred Feet in Length, into a regular Breadth and Depth, with a flat Bottom constructed with Brick or Stone Work, and that the same shall be made perfectly level, and next adjoining to and above the said Pond or Bason, into which Pond or Bason the whole Waters of the said River Devon shall be made to flow and pass through the same; and for the Purpose of preserving intire and uninterrupted the Whole of the Waters of the said River Devon, for the Use of the Mills and Lands between the said Pond or Bason, and the South of the said River Devon, where it falls into the said River Trent, there shall be a Weir or Tumbling Bay made and maintained at the Expence of the said Company of Proprietors, on the East Side of the said Pond or Bason, constructed with Brick, Stone, or other sound Materials, and an Iron Bar perfectly level fixed on the upper Surface

face thereof, in such Manner, and of such Width and Height, so as that the whole Waters (being the Average Quantity ascertained as above-mentioned) of the said River Devon (except extraordinary Floods) shall flow and pass over and through the same, and down a new Watercourse or Channel, which shall be also made and maintained by the Side of the said Reservoir, at the Expence of the said Company of Proprietors, for such Purpose; and the said Waters so flowing shall be kept clear and separate from the said Reservoir or Reservoirs, or the Waters thereof; and that for the Purpose of appropriating and allowing for the Supply of and filling the Reservoir or Reservoirs herein-before last mentioned, all Flood Waters of extraordinary Quantity, more than shall pass or flow down the said River Devon, over the Weir or Tumbling Bay as aforesaid, there shall also be One other Weir or Tumbling Bay made and maintained at the Expence of the said Company of Proprietors, between the said Pond or Balon and the said Reservoir or Reservoirs, formed with Stone or other Materials, with an Iron Bar perfectly level fixed on the upper Part thereof, and such Bar shall be so fixed that the upper Surface thereof shall be placed on a Level with a Gauge or Mark corresponding with the Surface of the Average Quantity of Water so ascertained in Manner herein-before mentioned.

For repairing Damage done to the Channel by the Side of the *Knipton* Reservoir.

XXIV. And be it further enacted, That if the said Channel or Watercourse to be made for conveying the Average Waters of the said River as aforesaid, or any of the Works thereof, shall be at any Time or Times hereafter, by any Ways or Means whatsoever, damaged or put out of Repair, so as to occasion such Average Waters of the said River to be diminished in Quantity, then it shall be lawful for any Person to give or leave Notice in Writing with, or to leave such Notice at the usual Place of Abode of the Clerk of the said Company of Proprietors, or any Agent or Collector of Tolls for the said Company, and immediately after such Notice the said Company of Proprietors are hereby required to cause the said Channel or Watercourse, or any of the Works thereof, so damaged or out of Repair, by any Ways or Means whatsoever, to be well and sufficiently repaired, under the Penalty of Twenty Pounds for each and every Day after such Notice until such Channel or Watercourse, and the Works thereof, shall be well and sufficiently repaired and completed, which said Penalty shall be levied and recovered against the said Company of Proprietors as other Penalties and Forfeitures are hereby directed

rested to be levied and recovered, and shall be paid to the Clerk of the Peace for the said County of Leicester, and be applied to some publick Charity, at the Discretion of the Justices of the Peace for the said County in General Quarter Sessions assembled.

For discharging the Surplus Water from the Reservoir.

XXV. And be it further enacted, That for the Purpose of discharging from the said Reservoir or Reservoirs all the Surplus Water which may be taken into the same from the said River Devon, after such Reservoirs shall be completely filled by the Flood Waters, or by Means thereof, there shall be made and maintained One other large and wide Weir or Tumbling Bay out of some Part or Parts of the said Reservoir or Reservoirs to be made for the Supply of the said Canal as aforesaid, the upper Surface whereof shall be One Inch below the Level of the other Weir or Tumbling Bay, by which the Flood and Overplus Waters of the said River Devon are to be conducted into the said Reservoir or Reservoirs from the small Pond or Bason above described, and that the said Surplus or Flood Waters may be conducted from and out of the said last-mentioned Weir or Tumbling Bay to the River Devon; and the said Company of Proprietors shall also, at their Expence, make and maintain a Channel or Watercourse formed for the Purpose of returning all the Waters so taken into the said Reservoir or Reservoirs last-mentioned, after such Reservoir or Reservoirs shall be full, into the said River Devon.

Feeder to be made for supplying the Canal from the Reservoir.

XXVI. And be it further enacted, That the Water to be taken from the said Reservoir or Reservoirs, to and for the Use of the said Canal, shall be conveyed thereto by a Feeder Drain, to be covered in such Parts or Places as the Guardians of the said Duke of Rutland during his Minority, and the said Duke himself after, or his Heirs, shall order and direct; and such Feeder Drain shall be so constructed as not to divert or intercept any of the Brooks, Streams, or Rivulets which now run into the said River Devon, but that such Brooks, Streams, or Rivulets shall be conveyed, without any Obstruction or Impediment whatsoever to the Course of the Waters thereof, either under or over the said Feeder Drain.

Depth of Water to be preserved in Reservoirs.

XXVII. Provided also, That the said Company of Proprietors shall not draw off the Water of the said Reservoir or Reservoirs last mentioned, so as to leave the same of a less Depth than Nine Feet of Water in the deepest Part; and the sole Right of Fishery, and using Fishing and Pleasure Boats on the said Reservoir or Reservoirs last mentioned, is hereby reserved to the said

Right of Fishery thereon.

Duke of Rutland, his Guardians, Heirs, and Assigns, any Thing in this Act contained to the contrary thereof notwithstanding.

Act not to prevent the Duke of *Rutland* from making Sheets of Water on the *Devon*, or from flooding his Meadows.

XXVIII. Provided always, That nothing in this Act contained shall extend, or be construed to extend, to prevent the said Duke of Rutland, or his Heirs, from making or forming Pieces or Sheets of Water for the Embellishment of his Grounds on the said River Devon, or from using the Water of the said River for the watering or flooding of his Meadows adjoining to the said River, as fully and freely as he or they might have done in case this Act had not been passed.

For building a Carriage-Bridge over the *Knipton* Reservoir.

XXIX. And be it further enacted, That the said Company of Proprietors shall, and they are hereby authorized and required, at their own Expence, to erect and build over the said Reservoir hereby authorized to be made in the Parishes of Knipton, Croxton, and Branston aforesaid, a proper and sufficient Carriage Bridge, or other Communication, whenever thereunto required by the said Guardians of the said Duke of Rutland during his Minority, or afterwards by the said Duke, or his Heirs, by Writing under their or his Hands or Hand respectively, as near as may be to a Point Half Way between the Head of the said Reservoir and the upper End and Extremity thereof; and at all Times for ever thereafter to keep and maintain the said Bridge, or other Communication, in good and sufficient Repair, for the Use of the said Duke and his Heirs, and his and their Tenants and Servants, and others authorized and allowed by the said Duke and his Heirs to pass and repass the same.

If an Act obtained hereafter for a Canal from *Newark* to the *Grantham* Canal, ascertaining the Tonnages to be paid upon its Junction with the *Grantham*.

XXX. And be it further enacted, That in case an Act of Parliament shall at any Time hereafter be obtained for making a Collateral Cut or Canal from, or nearly from the Town of Newark upon Trent, Westward of the Trent Stone Bridge, to the said intended Grantham Canal, it shall be lawful for such Collateral Cut or Canal to be cut into and made to communicate with the said Grantham Canal, at any Place within the Distance of Four Miles Westward of the lowermost Lock to be made upon the said Grantham Canal, within the Parishes or Liberties of Stainwith, in the said County of Lincoln or Muston, in the said County of Leicester, without any Hindrance or Molestation from the said Company of Proprietors; and the following Gross Tonnages or Duties, and no more, upon entering into or passing out of the said Collateral Cut or Canal, to and from the said Grantham Canal, over and above such other

Rates

Rates or Duties as are hereby made payable, shall be demanded and taken by the said Company of Proprietors, in lieu of the several Gross Tonnages and Trent Dues payable on the said Grantham Canal in respect thereof; (that is to say),

For all Coals which shall pass from the said Collateral Cut or Canal into the said Grantham Canal, or from the said Grantham Canal into the said Collateral Cut or Canal, a Gross Tonnage of One Shilling per Ton:

For all Goods, Wares, Merchandizes, or other Commodities (except Coals), passing to or from the said Collateral Cut or Canal into or out of the said Grantham Canal Eastward, a Gross Tonnage of Four-pence per Ton; and Westward of Two-pence Halfpenny per Ton:

For all Lime passing Eastward or Westward as aforesaid, a Gross Tonnage of One Penny Farthing per Ton:

And that no Tonnage whatsoever shall be demanded or taken for any Dung, Soil, Marle, or other Manure (except Lime) for the Improvement of Land, or for any Stone, Gravel, Sand, or other Materials for the Repair of Roads.

XXXI. Provided always nevertheless, That in case the said Company of Proprietors shall at any Time or Times hereafter lessen or reduce the Gross Tonnages on their said Canal, then and in every such Case the said Gross Tonnages last herein-before made payable shall be lessened or reduced in the like Proportion.

Power to survey, and take Levels.

XXXII. And be it further enacted, That it shall be lawful for the Agents, Workmen, Officers, and Servants of the said Company of Proprietors, from Time to Time and all Times hereafter, to enter upon the Lands and Grounds of the several Persons, Bodies Politick, Corporate, or Collegiate, through which the said Canal, Collateral Cut, and other Works is and are intended to be made, in order to survey and take Levels of the same, and to set out and ascertain such Parts thereof as they shall think necessary or proper for the making of such Canal and Collateral Cut, and other Works and Conveniences aforesaid, such Agents, Officers, Workmen, or Servants making Satisfaction for the Damage they shall do thereby to the Occupiers of such Lands or Grounds for the Time being.

Breadth of Canal and Towing Paths.

XXXIII. And be it further enacted, That the Lands or Grounds to be taken or used for the said intended Canal, Collateral Cut, and Towing Paths, and the Ditches,

Ditches, Drains, and Fences to separate such Towing Paths from the adjoining Lands and Grounds, shall not exceed Twenty-four Yards in Breadth; (except in such Places where the said intended Canal or Collateral Cut shall be raised higher, or cut more than Six Feet deeper than the present Surface of the Land or Ground, and in such Places where it shall be judged necessary for Boats, Barges, and other Vessels to turn, lie, or pass each other, or where any Wharf or Crane may be erected, or any Dock, Bason, or Reservoir shall be made, and not above Forty-eight Yards in Breadth in any of those respective Places); nor shall any Land or Ground be set out, ascertained, contracted for, and sold for the Purposes of making any Navigable Cut, Trench, or Sluice to convey Timber, Grain, Flour, Goods, or other Things to and from the said Canal and Collateral Cut, without the Consent of the Owner or Owners of the said Lands respectively, under his, her, or their Hand or Hands in Writing first had and obtained; any Thing herein contained to the contrary notwithstanding.

Enabling Owners to sell.

XXXIV. And whereas there may be some Persons or Corporate Bodies who may be incapable by Law to treat and contract for the Sale of such Lands and Hereditaments as may be wanted for the Purposes of this Act, or to treat and contract for the Satisfaction for Injuries and Damages which may be done, or may be likely to be done, to such Lands and Hereditaments, by virtue of the Powers in this Act contained; be it therefore further enacted, That after any Land, Ground, or other Hereditament shall be set out and ascertained for making the said intended Canal and Collateral Cut, and other the Purposes and Conveniences hereby authorized or directed, it shall be lawful for all Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Husbands, Guardians, Trustees, Feoffees in Trust, Committees, Executors, and Administrators, and all other Trustees whatsoever, not only for and on Behalf of themselves, their Heirs and Successors, but also for and on Behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunaticks, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed of, or interested in their own Right, and to and for every other Person and Persons whomsoever, who is or are, or shall be seised, possessed of, or interested in any Lands, Grounds, or other Hereditaments, which shall be so set out and ascertained as aforesaid, or any Part thereof, to contract for, sell, and convey unto the said Company of Proprietors, or to such

Person or Persons as they shall nominate and appoint, for the Use of the said Navigation, all or any Part of such Lands, Grounds, or other Hereditaments which shall from Time to Time be so set out and ascertained as aforesaid, either in Consideration of a Sum of Money to be paid in Gross, or of an Annual Rent or Payment to be charged and secured as herein-after mentioned; and also to treat and contract for Satisfaction for the Injuries and Damages aforesaid, and to receive such Sum and Sums of Money as, by virtue of the Powers in this Act contained, shall be settled and adjusted by the Commissioners herein-after appointed, or be assessed by a Jury or Juries in Manner herein directed; and where, by making the said intended Canal and Collateral Cut, or either of them, the Property of any Land Owner or Owners shall be separated into small Parcels, so as to render the Occupation thereof inconvenient, it shall be lawful for any Bodies Politick, Corporate, and Collegiate, and other such Land Owners, and all other Land Owners under any such Disability as aforesaid, by and with the Consent of the Commissioners herein-after appointed, or any Five or more of them, to be testified by any Writing or Writings to be by them sealed and delivered in the Presence of, and to be attested by, Two or more credible Witnesses, to contract for, sell, and dispose of, or to convey in Exchange in lieu of other Lands, all or any Part of such Lands or Grounds so separated into small Parcels as aforesaid to any Person or Persons whomsoever, for such Price or Prices in Money, or other Equivalent, as to the said Commissioners, or any Five or more of them, shall seem reasonable, and all such Contracts, Agreements, Sales, Exchanges, Conveyances, and Assurances, shall be valid and effectual in Law to all Intents and Purposes whatsoever; any Law, Statute, Usage, or Custom to the contrary thereof in anywise notwithstanding; and all Bodies Politick, Corporate, or Collegiate, and all Persons whomsoever, so selling, conveying, or exchanging as aforesaid, are hereby indemnified for what they shall respectively do by virtue and in pursuance of this Act; and all such Contracts, Agreements, Sales, Exchanges, Conveyances, and Assurances so to be made as aforesaid (other than those which concern any Purchase or Exchange between any such respective Land Owners) shall, at the Expence of the said Company of Proprietors, be inrolled by the Clerk of the Peace for the Parts of Kesteven, in the County of Lincoln, or for the County of Leicester, or Nottingham, or the Town and County of the Town of

Contracts and Deeds to be inrolled.

Nottingham aforesaid, as the Case may be, and true Copies thereof, signed by such Clerk of the Peace, shall be allowed to be good Evidence in all Courts whatsoever; for which Inrollment, or a Copy thereof, the respective Clerks of the Peace shall receive the Sum of Sixpence, and no more, for every One hundred Words, and so in Proportion for any greater or less Number of Words.

Copyholds to be surrendered.

XXXV. Provided always, and be it enacted, That all Contracts, Agreements, Bargains, Sales, and Exchanges of any Lands, Grounds, or Hereditaments which are of the Nature of Copyhold, shall be executed and completed by Surrender thereof in the respective Courts of the Manors whereof the same are held, according to the Custom of the said Manors respectively, and shall remain and continue subject to such and the same Fines, Rents, and Services as are due, payable, or of Right accustomed, in such and the same Manner as if this Act had not been made, any Thing herein contained to the contrary notwithstanding.

Commissioners appointed; their Qualification.

XXXVI. And be it further enacted, That all Persons seised of Freehold or Copyhold Estates of One hundred Pounds per Annum, lying in the Counties of Lincoln, Leicester, and Nottingham aforesaid, any or either of them, and the eldest Son or Heir Apparent of every Person seised of a Freehold or Copyhold Estate of Five hundred Pounds per Annum, within the said Counties, any or either of them, and all Persons residing within the said Counties, any or either of them, having a Personal Estate alone, or a Freehold and Personal Estate together, of the Value of Three thousand Pounds, shall be, and are hereby appointed Commissioners, for settling, determining, and adjusting all Questions, Matters, and Differences which shall or may arise between the said Company of Proprietors and the several Proprietors of, and Persons interested in any Mills, Lands, Grounds, Tenements, Hereditaments, or Waters, that shall or may be affected or prejudiced by the Execution of any of the Powers hereby granted, and for other the Purposes in this Act mentioned.

Commissioners not to act where interested, and to take an Oath for the due Execution of this Act.

XXXVII. And be it further enacted, That no Person shall act as a Commissioner in any Case in the Execution of this Act during the Time of his holding any Place of Profit arising out of the Rates to be collected by virtue of this Act, or of his being a Proprietor in the said Navigation, or concerned or interested in any Contract or Bargain to be made for the Purposes of this Act, or in any Case where he shall be anyways interested or con-

terned in the Matter in Queſtion, nor ſhall any Perſon act as a Commiſſioner in the Execution of this Act, (otherwiſe than in adminiſtering an Oath to the Effect following to the other Commiſſioners), until he ſhall have taken and ſubſcribed ſuch Oath before ſome One of the ſaid Commiſſioners, who is hereby authorized and impowered to adminiſter the ſame, (that is to ſay);

Commiſſioners Oath.

I *A. B.* do ſwear, that I will, without Favour or Affection, truly and impartially, according to the beſt of my Skill and Judgement, execute the Powers and Authorities veſted in me as a Commiſſioner by an Act made in the Thirty-third Year of the Reign of His Majeſty King *George* the Third, *for*, &c. [*ſet forth the Title of the Act*].

So help me GOD.

Penalty on Perſons acting as Commiſſioners not being qualified.

And if any Perſon by this Act made incapable to act as a Commiſſioner, ſhall nevertheleſs preſume to act as ſuch in the Execution of this Act, every ſuch Perſon ſhall, for every ſuch Offence, forfeit the Sum of Fifty Pounds to any Perſon who ſhall ſue for the ſame, to be recovered, with full Coſts of Suit, by Action at Law in any of His Majeſty's Courts of Record at Weſtminſter.

Notice to be given of the Meeting of Commiſſioners.

XXXVIII. And be it further enacted, That no Meeting whatſoever of the ſaid Commiſſioners ſhall at any Time or Times be had for putting in Execution any of the Powers or Authorities veſted in them by virtue of this Act, nor any Order, Direction, or Appointment of the ſaid Commiſſioners, or any of them, touching any of the Matters and Things herein contained, ſhall be binding and effectual, unleſs previous Notice of every ſuch intended Meeting ſhall be firſt given and inſerted in ſome publick Newſpaper, and in ſuch other Manner as the Company of Proprietors ſhall at any General Meeting direct and appoint, at leaſt Seven Days before ſuch intended Meeting of the ſaid Commiſſioners for any of the Purpoſes herein contained, every ſuch Notice to ſpecify the Time and Place of ſuch Meeting or Meetings reſpectively, and the ſeveral Matters and Things then and there propoſed to be done; and that every Meeting of the ſaid Commiſſioners, by virtue of this Act, ſhall be publick, and that the Majority of the ſaid Commiſſioners then preſent at every ſuch Meeting (ſuch Majority not to conſiſt of leſs than Five in Number) ſhall have Power and Authority to execute the Powers hereby veſted in the ſaid Commiſſioners (except in ſuch Caſes as are herein particularly mentioned); any Thing herein-before contained

tained to the contrary thereof in any wise notwithstanding.

Commissioners may act as Justices.

XXXIX. Provided always, That such of the said Commissioners who are Justices of the Peace for the said Counties of Leicester, Lincoln, or Nottingham, or Town and County of the Town of Nottingham, may act as Justices of the Peace in the Execution of this Act, notwithstanding their being Commissioners.

Commissioners to hold General Meetings, when required by the Company or Owners of Lands.

XL. And be it further enacted, That upon Application to be made by the General Assembly of the said Company of Proprietors, or Three or more of their Committee to be appointed as hereinafter mentioned, or by the Owners or Occupiers of any Lands, Grounds, Tenements, or Hereditaments to be affected by the said intended Navigable Canal and Collateral Cut, or any of the Works necessary or relating thereto, unto the Commissioners appointed by and for the Purposes of this Act, or any Five or more of them, requesting or desiring them to appoint a General Meeting of the Commissioners, the Commissioners so requested or applied to, or any Five or more of them, may and shall, and they are hereby respectively authorized and required, within Seven Days after such Request or Application made, to give Notice in Manner aforesaid of a General Meeting to be held at such Time and Place as shall be specified in such Notice, such Time not being less than Fourteen or more than Twenty-one Days from the Day on which such Request shall be made to them as aforesaid, and the said Commissioners are hereby authorized, impowered, and required to assemble at the Time and Place so to be appointed, in order to put this Act, and the Powers and Authorities hereby given to and vested in them, into Execution, and shall then adjourn themselves, and afterwards meet at such Time and Place as the said Commissioners there assembled, or any Five or more of them, shall think proper and convenient; and if it shall happen that there shall not appear at any Meeting which shall be appointed to be had or held by the said Commissioners, a sufficient Number of Commissioners to act at such Meeting, and to adjourn to any other Time, then and in such Case the Clerk of the said Proprietors shall and may, by publick Notice to be given in the Manner aforesaid, appoint the said Commissioners to meet at the House where the last Meeting of the said Commissioners was appointed to be held, on that Day Fortnight next after the Day on which the last Meeting of the said Commissioners was appointed to be held.

XLI. Provided always, and be it further enacted, That it shall be lawful for any Five or more of the said Commissioners, and they are hereby impowered, although they shall not be assembled at a Meeting to be held by virtue of this Act, from Time to Time and at all Times upon such Request made as aforesaid, by Notice in Writing signed by them, and published in Manner aforesaid, to summon a Meeting of the said Commissioners at such Time and Place as shall be mentioned in such Notice, for the settling and ascertaining such Damages as are herein directed to be settled and ascertained, notwithstanding any Adjournment or Non-adjournment of the said Commissioners. Commissioners may hold Special Meetings for ascertaining Damages.

XLII. Provided also, That every Meeting of the Commissioners for hearing or determining any Complaint, Controversy, or Difference between the said Company of Proprietors, their Successors and Assigns, and any other Person or Persons, shall be held at some Place within Five Miles of some Part of the said intended Canal or Collateral Cut. Directing the Manner of holding such Meetings.

XLIII. And be it further enacted, That the said Commissioners are hereby impowered, by Writing under their Hands, to determine and adjust from Time to Time what Sum or Sums of Money shall be paid by the said Company of Proprietors, either by an Annual Rent or Payment, or by a Sum of Money in Gross, to and at the Election of such Bodies Politick, Corporate or Collegiate, Person or Persons respectively, who shall be so entitled or interested as aforesaid, for the absolute Purchase of the Lands or Grounds which shall be set out and ascertained as aforesaid, for making the said intended Canal, Collateral Cut, and Reservoirs, or any Part thereof respectively, and other the Purposes herein mentioned, and also to determine and adjust the Recompence to be made for any Damages, which may or shall be at any Time or Times sustained by such Bodies Politick, Corporate, or Collegiate, or by any other Person or Persons respectively, being Owners of or interested in any Mills, Lands, Grounds, Tenements, or Hereditaments or Waters, for or by Reason of the making, repairing, or maintaining, the said intended Canal and Collateral Cut, Reservoirs, Fences, Passages, Gutters, Watercourses, Roads, Ways, Sluices, or other Works, or supplying the same, or any of them, with Water as aforesaid, or by the flowing, leaking, or oozing of the Water over or through the Banks of the said Canal or Collateral Cut, Reservoirs, Trenches, or Sluices, or over or through any Passages, Gutters, or Watercourses which shall be made Power of Commissioners to settle the Sums of Money to be paid for Purchase of Lands. Recompence for Damages.

pursuant to the Powers hereby given, for conveying and communicating Water to or from the said Canal or Collateral Cut, or by not cleansing the said Watercourses, Trenches, or Passages, or by turning or diverting any Streams or Brooks into the same, or by Reason or Means of the Execution of any of the Powers herein contained, by the said Company of Proprietors, their Agents, Workmen, or Servants; and in case such Price or Value, Damage or Recompence respectively, cannot be settled, adjusted, and agreed by and between the said Company of Proprietors, or their Agent or Agents for the Time being, and such Proprietors of and Persons interested in such Mills, Lands, Grounds, Tenements, Hereditaments, or Waters as aforesaid, and if the said Company of Proprietors, their Successors and Assigns, for and on the Part and Behalf of themselves, or any such Body Politick, Corporate, or Collegiate, or other Person or Persons so interested or entitled as aforesaid, for and on his, her, or their Part or Parts, shall refuse to submit any such Matter to the Determination of the said Commissioners, or shall be dissatisfied with any Determination which shall be by them made as aforesaid, or if any such Body Politick, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons, entitled or interested as aforesaid, shall refuse to receive, upon due Tender thereof made, such Purchase Money or Annual Rent, or such Recompence as shall be so determined to be paid, or shall upon Notice in Writing given to the principal Officer or Officers of such Body Politick, Corporate, or Collegiate, or to such Trustee or Trustees, Person or Persons respectively, or left at the Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of such Mills, Lands, Tenements, Hereditaments, or Premises, for the Space of Twenty Days next after such Notice, neglect or refuse to treat, or shall not agree with the said Company of Proprietors, or by Reason of Absence shall be prevented from treating, or through Disability by Nonage, Coverture, or other Impediment, cannot treat for themselves, or make such Agreement as shall be convenient for making and completing the said Navigation and other Works as aforesaid, or shall not, within the before-mentioned Space of Twenty Days produce and evince a clear Title to the Premises they are in Possession of, or to the Interest they claim therein, then and in every such Case the said Commissioners shall, and they are hereby impowered and required, from Time to Time, to issue a Warrant or Warrants, under their Hands and Seals, to the Sheriffs of

If any of the Parties are dissatisfied with the Determination of the Commissioners, the Value or Damages to be ascertained by a Jury.

the Counties of Lincoln, Leiceſter, and Nottingham, and Town and County of the Town of Nottingham aforeſaid, for the Time being reſpectively, as the Caſe may be; or in caſe ſuch Sheriff, or his Under Sheriff, ſhall be intereſted in the Matter or Matters in Queſtion, then to any Coroner or Coroners of either of the ſaid Counties, as the Caſe may be, not intereſted as aforeſaid, requiring ſuch Sheriff or Coroner reſpectively to impannel, ſummon, and return a Jury of Twelve ſufficient and indifferent Men qualified according to the Laws of this Realm to be returned for Trials of Iſſues joined in His Majeſty's Courts at Weſtminſter, to appear before the ſaid Commiſſioners at ſuch Time and Place as in ſuch Warrant or Warrants ſhall be appointed, not being leſs than Fourteen or more than Twenty-one Days after ſuch Warrant ſhall be ſerved upon the ſaid Sheriff or Coroner reſpectively; and in caſe a ſufficient Number of Jurymen ſhall not appear at the Time and Place appointed as aforeſaid, the ſaid Sheriff or Coroner ſhall return other honeſt and indifferent Men of the Standers-by, or that can ſpeedily be procured, to attend that Service, being qualified as aforeſaid, to make up the ſaid Jury to the Number of Twelve, and all Parties concerned may have their lawful Challenges againſt any of the ſaid Jurymen, but ſhall not challenge the Array; and the ſaid Commiſſioners are hereby impowered to ſummon and call before them all and every Perſon and Perſons who ſhall be thought neceſſary to be examined as a Witneſs or Witneſſes touching the Matter in Queſtion; and the ſaid Commiſſioners, or any Five or more of them, may order and authorize the ſaid Jury, or any Six or more of them, to view the Place or Places, or Matter in Controverſy, which Jury upon their Oaths (ſuch Oaths, as well as the Oaths to ſuch Perſon or Perſons as ſhall be called upon to give Evidence, the ſaid Commiſſioners, or any One or more of them, is or are hereby impowered to adminiſter) ſhall enquire of, aſſeſs, and aſcertain the Sum or Sums of Money, or Annual Rent, to be paid for the Purchaſe of ſuch Lands, Tenements, Mills, Waters, or other Hereditaments, or the Recompence to be made for the Damages that may or ſhall be ſo ſuſtained as aforeſaid; and the ſaid Commiſſioners ſhall give Judgement for ſuch Purchaſe Monies, Rent, or Recompence ſo to be aſſeſſed by ſuch Jury; which ſaid Verdict, and the Judgement thereupon pronounced as aforeſaid, ſhall be ſigned by the ſaid Commiſſioners, and ſhall be binding and concluſive to all Intents and Purpoſes againſt the King's Majeſty, His Heirs and Succeſſors, and againſt all Bodies Politick,

Commiſſioners to iſſue their Warrant for ſummoning a Jury;

Whoſe Verdict and the Commiſſioners Judgement thereupon ſhall be final.

Politick, Corporate, or Collegiate, and all other Persons whomsoever, and shall not be removed by Certiorari or other Process into any of his Majesty's Courts of Record at Westminster, or any other Court, any Law or Statute to the contrary thereof notwithstanding: Provided always, that Notice of the Time and Place of making such Enquiry and Assessment by a Jury as aforesaid shall be given to or left at the usual Place of Abode of the Party or Parties interested in, or the Tenant or Occupier of the Premises in Question, at least Fourteen Days before such Enquiry.

Previous Notice to be given.

Penalty on Sheriff or Coroner for making Default;

and also on the Jury,

and Witnesses.

XLIV. And be it further enacted, That if any such Sheriff or Coroner, or his Deputy or Agent, shall make Default in the Premises, every such Person shall, for every such Offence, forfeit the Sum of Twenty Pounds, and if any Person so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to be sworn, or to give his Verdict, or in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act, or if any Person so summoned to give Evidence shall not appear, or appearing shall refuse to be sworn or examined, or to give Evidence, every Person so offending respectively, having no reasonable Excuse to be allowed by the said Commissioners, shall, for every such Offence, forfeit and pay any Sum not exceeding Five Pounds, to be levied by virtue of any Warrant or Warrants under the Hands and Seals of the said Commissioners, by Distress and Sale of the Goods and Chattels of the Person or Persons so offending, rendering to him, her, or them the Overplus, on Demand, if any be, after such Penalty, and the Charges of such Distress and Sale, shall be deducted.

By whom the Expences of the Jury shall be paid.

XLV. And be it further enacted, That in all Cases where a Verdict or Assessment shall be given or made for more Monies as a Recompence or Satisfaction for any Lands, Tenements, Mills, Waters, or other Hereditaments, or for any Damage done to any Lands, Tenements, Mills, Waters, or other Hereditaments, or Property, of any Person or Persons whomsoever, than had been previously offered by or on Behalf of the said Company of Proprietors, or than had been determined or assessed by the said Commissioners, that then all the Expences of calling a Meeting of such Commissioners (in case the Matter shall have been referred to and determined by them) and of summoning such Jury, and taking such Inquest, shall be settled by the said Commissioners, and be defrayed by the said Company of Proprietors; but if a Verdict or Assessment shall be given or made for no more,

more, or a less Sum than had been previously offered by or on Behalf of the said Company of Proprietors, or had been determined or assessed by the said Commissioners as aforesaid, or in case no Damages shall be given by the Verdict, where the Dispute is for Damages only, then and in every such Case the said Costs and Expences shall be settled in like Manner by the said Commissioners, and be borne and paid by the Person or Persons with whom the said Company of Proprietors shall have such Controversy or Dispute, and such Expences, so settled and ascertained, may be deducted and taken out of the Monies so to be assessed and adjudged, and such Deduction shall be deemed and taken as Payment of so much thereof: Provided always, that in all Cases where any Person or Persons shall by Reason of Absence out of the Kingdom have been prevented from treating, One Half of such Costs and Expences, to be settled as aforesaid, shall be deducted out of the Monies so to be assessed and adjudged, and the other Half shall be paid by the said Company of Proprietors.

Party requesting a Jury, to give Security.

XLVI. Provided also, and be it further enacted, That all and every Person and Persons making Complaint, and requesting such Jury, shall, before the said Commissioners shall be obliged to issue out their Warrant or Warrants for summoning such Jury, enter into a Bond, with Two sufficient Sureties, to the Treasurer for the Time being to the said Company of Proprietors, in the Penalty of Fifty Pounds, or in such other Penalty as the said Commissioners shall appoint, not exceeding the Sum of One hundred Pounds, to prosecute such his, her, or their Complaint, and to bear and pay the Costs and Expences of summoning such Jury, and taking such Inquest, in case a Verdict shall be given for no more or a less Sum than had been offered by or on Behalf of the said Company of Proprietors, or than had been assessed by the said Commissioners, before the summoning and returning of the said Jury or Juries, as a Recompence or Satisfaction for any Lands, Tenements, Hereditaments, Premises, or Damages as aforesaid.

No Complaint to be taken Notice of, till Application be made to the Company.

XLVII. And be it further enacted, That the said Commissioners, or any of them, shall not be obliged to receive or take Notice of any Complaint or Complaints to be made by any Person or Persons whomsoever, for any Injury or Damage by him, her, or them sustained, or supposed to be sustained, by virtue or in consequence of this Act, unless Application shall have been made in relation thereto, by or on Behalf of such Person or Persons, to the said Company of Proprietors, or to their known

Agent or Agents, or to some Collector or Collectors of the Tolls arising from the said Navigation, within the Space of Six Calendar Months next after the Time that such Injury or Damage, or supposed Injury or Damage, shall have been sustained, or the doing or committing thereof shall have ceased.

For punishing Persons giving false Evidence.

XLVIII. And be it further enacted, That all and every Person and Persons who in any Examination to be taken by virtue of this Act shall give false Evidence before the said Commissioners, or before any Justice or Justices of the Peace, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to such Punishments and Disqualifications as any Person or Persons can or may be subject to for wilful and corrupt Perjury, by any of the Laws or Statutes of this Realm.

Upon Payment or Tender of Purchase Money, &c. the Company may take Possession.

XLIX. And be it further enacted, That upon Payment of such Sum or Sums of Money, or on giving such Security as the said Commissioners, or any Five or more of them, shall approve, for Payment of any such Annual Rent as shall be contracted or agreed for between the Parties, or adjusted or determined by the said Commissioners, or assessed by such Juries, in Manner respectively as aforesaid, for the Purchase of any such Lands, Tenements, Mills, or other Hereditaments as aforesaid, to the Proprietors thereof, or other Persons entitled to receive such Money or Rent respectively, or on legal Tender thereof made to such Proprietor or Proprietors, or other Person or Persons, or to the principal Officer or Officers of any such Body Politick, Corporate, or Collegiate, at any Time after the same shall have been so agreed for, determined, or assessed, or if he, she, or they cannot be found, or shall refuse to accept such Money or Rent, upon Payment thereof to such Person or Persons as the said Commissioners shall by Writing under their Hands appoint, for the Use of, and to be paid upon Demand, without Fee or Reward, to such Proprietors or Persons respectively as aforesaid, it shall be lawful for the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, immediately to enter upon the same, and to cut, dig, trench, sough, and remove Earth, Stones, Rubbish, Trees, Roots of Trees, and all other Obstructions, for the making, using, maintaining, and repairing of the said intended Canal and Collateral Cut, and Towing Paths on the Sides thereof respectively, in or upon such Lands, Tenements, or other Hereditaments for which such Satisfaction shall be agreed for, determined, or assessed as aforesaid, and thereupon to make, erect, or

do any Works, Matters, or Things for the effecting and carrying on the said Navigation, and for the supporting and maintaining of the same, as the said Company of Proprietors shall think requisite, and to have, use, and enjoy the Premises to and for their own Use and Benefit, for the Purposes of the said Navigation, discharged of all Rights and Claims whatsoever thereon; and this Act shall be sufficient to indemnify as well the said Commissioners, as the said Company of Proprietors, their Agents, Officers, Workmen, and Servants, for what they or any of them shall do by virtue of the Powers hereby granted.

Satisfaction for Damages to be made by a Gross Sum, &c.

L. Provided always, and be it enacted, That in no Case of Damage done, or to be done, in carrying this Act into Execution, shall the Person or Persons damnified be compelled or compellable, by any Determination of the said Commissioners, or any Assessment or Verdict of any Jury, to accept any Annual Payment or Rent in lieu of or Preference to a Gross Sum, but that the said Commissioners or Jury shall in all Cases determine or assess a Gross Sum, and not an Annual Payment or Rent, unless the Person or Persons, or Bodies injured, and to be compensated by such Determination or Assessment, or who by virtue of the Powers in this Act contained may be entitled to receive such Sum, shall previously signify his, her, or their Consent in Writing, under their Hands and Seals respectively, that such Person or Persons, or Bodies, is or are willing to take and receive his, her, or their Satisfaction by way of Annual Rent or Payment, any Thing herein contained to the contrary notwithstanding.

Determinations of the Commissioners and Jury to be recorded by the Clerk of the Peace;

LI. And be it further enacted, That all Determinations of the said Commissioners, or any Five or more of them, which shall be submitted to and acquiesced in by the Parties concerned, and also the said Verdicts and Judgements, being first signed by Five of the said Commissioners, who shall be present at the taking of such Verdicts and pronouncing such Judgements respectively, shall be transmitted to and kept by the Clerk of the Peace for the Parts of Kesteven in the said County of Lincoln, or for the County of Leicester, Nottingham, or Town and County of the Town of Nottingham aforesaid, as the Case may be, amongst the Records of the Quarter Sessions of the Peace for the said Parts and Counties respectively, and shall be deemed to be Records of the said Quarter Sessions to all Intents and Purposes; and the same, or true Copies thereof, or of any Part or Parts thereof, shall be allowed to be good Evidence in all Courts

and may be given in Evidence.

what-

whatsoever, and all Persons shall have Liberty to inspect the same, as also the Inrollment of such Contracts, Agreements, Sales, Exchanges, and Conveyances as are herein mentioned, paying for each Inspection the Sum of One Shilling, and to have Copies thereof, or of any Part or Parts thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words: and immediately on Payment or Tender of such Purchase Money or Annual Rent as aforesaid, and Entry of such Determinations, Verdicts, Judgements, Sentences, Decrees, Orders, and other Proceedings of the said Juries, all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Property, Claim, and Demand, in Law and Equity, of the Person or Persons to whom or for whose Use such Money or Rent shall be paid, in, to, and out of the said Lands, Tenements, and other Hereditaments, shall vest in the said Company of Proprietors, their Successors and Assigns, and they shall respectively be deemed in Law to be in the actual Seisin and Possession thereof, to all Intents and Purposes whatsoever, as fully and effectually as if every Person having any Estate in the Premises had actually conveyed the same to them by Lease and Release, Bargain and Sale inrolled, Feoffment with Livery of Seisin, Fine, Recovery, or any other legal Conveyance whatsoever; and such Payment shall not only bar all Right, Title, Interest, Claim, and Demand of the Person or Persons to whom or to whose Use such Payment shall be made, but also shall extend to, and be deemed and construed to bar the Dower or Dowers of the Wife and Wives of such Person and Persons, and all Estates Tail, and other Estates, in Possession, Remainder, or otherwise, against the Issue or Issues of such Person or Persons whomsoever, having or claiming any Right, Title, Estate, or Interest therein, either in Law or Equity, as fully and effectually as a Fine and Recovery, or either of them, would do if levied or suffered by all the proper Parties in due Form of Law.

On Payment or Tender of Purchase Money, Lands vested in the Company.

LII. And be it further enacted, That all Sums of Money which are to be paid to any Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees whatsoever, for or on Behalf of any Infants, Lunaticks, Idiots, Femes Covert, or other Cestuique Trusts, or to any Person or Persons whose Lands or Grounds are limited in strict Settlement, for the Purchase of any

Purchase Money, &c. for settled Estates above 20 *l.* to be laid out for the same Uses as before limited to;

Lands, Tenements, or Hereditaments as aforesaid, shall, in case the same exceed the Sum of Twenty Pounds, be laid out, as soon as conveniently may be, by such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, or other Trustees, Person or Persons as aforesaid, in the Purchase of Lands, Tenements, or Hereditaments, in Fee Simple, to be conveyed to or to the Use of such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, or such other Person or Persons as aforesaid, and for such Estates, and to, for, upon, and subject to such Uses, Trusts, Limitations, Remainders, and Contingencies, as the Lands, Tenements, or other Hereditaments for or in respect whereof such Purchase Money or Monies shall be so paid as aforesaid were limited, settled, and assured at the Times such Purchase Monies were so agreed for, ascertained, or assessed respectively as aforesaid, or for such and so many of such Uses as shall be then existing or capable of taking Effect, such Conveyances and Settlements (other than those which concern any Purchase or Exchange between any of the respective Land Owners as aforesaid) to be made at the Expence of the said Company of Proprietors, their Successors and Assigns; and in the mean Time, and until such Purchase or Purchases shall be made, the said Monies shall be placed out by such Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, or other Person or Persons as aforesaid, in some of the publick Funds, or on Government or Real Securities, in the Names of Two Persons, One to be nominated by the Party or Parties interested therein, and the other by the said Commissioners, and the Interest arising or to be produced from such Funds or Securities shall be paid to such Person or Persons respectively, as would for the Time being be entitled to the Rents and Profits of such Lands, Tenements, or Hereditaments so to be purchased, in case the same were purchased and settled pursuant to the true Intent and Meaning of this Act.

and until Purchase, to be placed in the Funds.

LIII. And be it further enacted, That the said Commissioners may, and they are hereby impowered to settle what Shares and Proportions of the Purchase Monies, or Recompence for Damages, which shall be so agreed for between the said Company of Proprietors, or determined and adjusted by the said Commissioners, or assessed by the said Juries, in Manner respectively as aforesaid, shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for

Commissioners to determine the Share in the Purchase Money of every Person having a particular Interest therein.

his or her Interest therein, except in such Cases where the same are herein directed to be laid out and invested in the Purchase of other Lands, Tenements, or Hereditaments.

For making Recompence for Tithes.

LIV. And be it further enacted, That full Recompence and Satisfaction shall be made by the said Company of Proprietors, for all the Tithes, both great and small, of the Lands which shall be taken or made Use of by them for the Purposes of this Act, to the several Persons who now are or hereafter may become entitled to such Tithes, according to their respective Interests therein, such Tithes to be estimated at the Average Value of the Four Years commencing at Michaelmas Day One thousand seven hundred and eighty-eight, and ending at Michaelmas Day One thousand seven hundred and ninety-two; such Average Value to be ascertained (in case of any Difference concerning the same) in like Manner as the Value of any other Hereditaments are hereinbefore directed to be ascertained.

For paying off Mortgages on Lands used for the Navigation.

LV. And be it further enacted, That in case any Lands to be used for the Purposes of this Act shall happen to be mortgaged to any Person or Persons, it shall be lawful for the said Company of Proprietors, upon Application being made to them by such Mortgagee or Mortgagees, his, her, or their Executors or Administrators, and the said Company of Proprietors are hereby authorized and impowered to pay such Sum or Sums of Money, after the same shall have been so agreed for and adjusted or assessed in Manner aforesaid, for such Lands in Mortgage, in Part of the Principal Money that shall be due on such Mortgage or Mortgages, unto such Mortgagee or Mortgagees, his, her, or their Executors or Administrators; provided always, that upon Receipt of such Sum or Sums, such Mortgagee or Mortgagees, his, her, or their Executors, or Administrators respectively, shall acknowledge the Receipt of such Sum or Sums of Money, by an Indorsement to be made upon the Back of such Mortgage or Mortgages, and signed by such Mortgagee or Mortgagees, his, her, or their Executors or Administrators respectively, in the Presence of One or more credible Witness or Witnesses, in Satisfaction of so much of the Principal due upon such Mortgage or Mortgages.

For Recovery of Money agreed on or assessed for Damages.

LVI. And be it further enacted, That in Default of Payment of such Sum or Sums of Money, at such Times, and in such Manner as shall be agreed upon and determined, or assessed and awarded for Damages of any Kind, by virtue of this Act, it shall be lawful for the said Commissioners to appoint One or more Person or

Persons (from whom the said Commissioners shall take a proper Security) to collect and receive the Rates or Duties by this Act imposed, and thereout, in the First Place, to pay all such Damages as aforesaid, with the Costs (if any) occasioned by such Default of Payment, together with legal Interest, to be computed from the Time such Damages shall be awarded, and also the Costs and Expences of collecting and receiving the said Rates or Duties; and every Person so appointed shall be deemed a Collector of the said Rates or Duties, and shall have the like Powers and Authorities for collecting the same, as if he had been appointed a Collector by the said Company of Proprietors, until such Sums of Money, with the Costs and Charges of collecting and receiving the same, shall be paid; and the Money so to be collected or received by such Person or Persons shall and is hereby declared to be as so much Money received to the Use of such Person or Persons who shall be entitled to receive such Satisfaction for Damages as aforesaid, in Order and Course respectively as such Determinations shall be in Priority of Time; and after such Damages, Interest, Costs, and Expences shall be paid and satisfied, the Power and Authority of every such Collector of the said Rates or Duties, to be appointed by the Commissioners as aforesaid, shall cease and determine; or otherwise such Party or Parties so aggrieved may sue for and recover the same from the said Company of Proprietors, with full Costs of Suit, by Action at Law in any of His Majesty's Courts of Record at Westminster.

Damages may be levied by Warrant of the Commissioners.

LVII. Provided always, That in case the Damages, Interest, and Costs provided to be satisfied out of the Rates or Duties arising by the said Navigation shall not be paid and satisfied within the Space of Six Calendar Months next after the same shall have been so determined or assessed as aforesaid, that then and in such Case it shall be lawful for the said Commissioners, upon Complaint made to them by or on Behalf of the Person or Persons sustaining such Damages, to issue their Warrant or Warrants, under their Hands and Seals, to the Sheriff of the Counties of Lincoln, Leicester, and Nottingham aforesaid respectively, as the Case may be, authorizing and impowering such Sheriff to levy and raise the Damages so to be determined and assessed, by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, together with such reasonable Charges as the said Commissioners, or any Five or more of them, shall in such Warrant or Warrants direct and appoint.

LVIII. Provided also, and be it further enacted and declared,

Premiſes not to be taken for the Navigation till Satisfaction be made for them.

declared, That nothing in this Act contained ſhall authoriſe or impower the ſaid Company of Proprietors, their Succeſſors or Aſſigns, or their Deputies, Agents, Officers, Workmen, or Aſſiſtants, to cut, dig, take, or uſe any Land or Ground for any of the Purpoſes of this Act, or to enter into the ſame, except for the Purpoſe of taking Levels and Surveys, and other Purpoſes as herein-before mentioned, and except for the Purpoſe of aſcertaining the Damages as herein mentioned, until ſuch Sum or Sums of Money as ſhall be agreed on or determined, aſſeſſed or adjudged to be a full Recompence and Satisfaction for the Land and Ground intended to be cut, dug, taken, or uſed for the Purpoſes of the ſaid Navigation, ſhall have been actually advanced and paid, or duly tendered, by the ſaid Company of Proprietors, their Succeſſors or Aſſigns, to the Perſon or Perſons who may ſuſtain ſuch Injury or Damage as aforeſaid, or who by virtue of the Powers in this Act contained may be entitled to receive the ſame, in caſe he, ſhe, or they can be found, and in caſe he, ſhe, or they cannot be found, until ſuch Sum or Sums of Money ſhall have been paid or duly tendered to ſuch Perſon or Perſons as the ſaid Commiſſioners ſhall by Writing under their Hands appoint, for the Uſe of, and to be paid upon Demand, without Fee or Reward, to ſuch Proprietors, or Perſon or Perſons reſpectively as aforeſaid; and in caſe the Parties ſhall not agree upon the Amount of ſuch Injury or Damage, the ſame ſhall be aſcertained and ſettled in like Manner as the Value of any Lands or Grounds to be purchaſed or taken for the Purpoſes of this Act are to be aſcertained and ſettled, any Thing contained in this Act to the contrary notwithſtanding.

Annual Rents charged upon the Rates.

LIX. And be it further enacted, That all and every ſuch yearly Rents or Sums as ſhall be agreed upon, or ſettled and aſcertained as aforeſaid, ſhall be charged or chargeable on the Rates or Duties ariſing by virtue of this Act, and ſhall be paid by the ſaid Company of Proprietors as the ſame ſhall become due and payable; and in caſe of Nonpayment thereof within Thirty Days next after the ſame ſhall become due, it ſhall be lawful for the ſaid Commiſſioners, by Order under their Hands and Seals, to appoint One or more Perſon or Perſons, taking ſuch Security from him or them as the ſaid Commiſſioners, or any Five or more of them, ſhall judge ſufficient, to receive the Rates or Duties hereby granted and made payable, and to pay the ſame to ſuch Perſon or Perſons to whom ſuch yearly Rents or Sums ſhall be due and unpaid as aforeſaid, until ſuch yearly Rents or Sums, with the Coſts and Charges of recovering and receiving

the same, shall be fully satisfied and paid; or otherwise, the said yearly Rents or Sums may be sued for and recovered, with Costs, by Action of Debt in any of his Majesty's Courts of Record at Westminster, or, at the Election of the Parties entitled thereto respectively, may be recovered by Distress and Sale of the Goods and Chattels of the said Company of Proprietors, in such Manner as the Law directs in Cases of Distress for Rent, but so nevertheless that the Goods and Chattels of no other Person or Persons than the said Company of Proprietors shall be seized or distrained by virtue of the Power hereby given.

Proprietors to raise amongst themselves, a competent Sum of Money for making Canal and Collateral Cut, not exceeding 75,000*l.*

LX. And, to the End that the said Company of Proprietors, their Successors and Assigns, may be further enabled to carry on so useful an Undertaking; be it further enacted, That it shall be lawful for the said Company of Proprietors to raise and contribute amongst themselves, in such Proportions as to them shall seem meet and convenient, a competent Sum of Money for making and completing the said intended Canal and Collateral Cut, and the Reservoirs, and all Roads and other Ways, Works and Conveniences to the same belonging, or requisite thereto respectively, not exceeding in the Whole the Sum of Seventy-five thousand Pounds, (except as herein-after mentioned), and that the same shall be divided into such Number of Shares of One hundred Pounds each, as herein-after directed; and that no Person subscribing thereto, or becoming a Proprietor in such Navigation, do become a Proprietor of less than One, or more than Ten Shares, either in his or her own Name, or in the Name or Names of any other Person or Persons in Trust for him or her, (unless the same shall come to him or her by Will, Bequest, or Act of Law), upon Pain of forfeiting to the said Company of Proprietors all such Shares exceeding Ten Shares, (except as herein-after mentioned); and the Money so to be raised is hereby directed and appointed to be laid out and applied, in the First Place, for and towards the Payment, Discharge, and Satisfaction of all Fees and Disbursements in applying for, obtaining, and passing this Act, and all necessary Expences relating thereto, and all the Residue and Remainder of such Money for and towards the making, completing, and maintaining the said intended Canal and Collateral Cut, and Works, and other the Purposes of this Act, and to no other Use, Intent, or Purpose whatsoever.

No Proprietor to have less than One, nor more than Ten Shares.

Application of the Money.

The Money to be divided into 750 equal Shares.

LXI. And be it further enacted, That the said Sum of Seventy-five thousand Pounds, or such Part thereof as

as shall be raised by the several Persons herein-before named, and by such other Person or Persons who shall or may at any Time hereafter become a Subscriber or Subscribers to the said Navigation, shall be divided and distinguished into Seven hundred and fifty equal Shares or Parts, and that the said Seven hundred and fifty Shares shall be and are hereby vested in the several Persons so subscribing the same, their several and respective Executors, Administrators, Successors, and Assigns, to their and every of their own proper Use and Behoof, proportionably to the Sum or Sums they shall severally subscribe and pay thereunto; and all and every the said Shares are hereby declared to be Personal Estate, and transmissible as such, and not of the Nature of Real Property; and all Bodies Politick and Corporate, and all Persons, their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said intended Navigation, shall be entitled to and receive, after the said Navigation shall be completed, the entire and net Distribution of One Seven hundred and fiftieth Part of the Profits and Advantages that shall or may arise and accrue by the Rates and other Sums of Money to be raised, recovered, or received by the said Company of Proprietors by virtue of this Act, and so in Proportion for any greater Number of Shares, not exceeding Ten Shares, (except as herein mentioned) to any One Person as aforesaid; and every Body Politick or Corporate, or Person or Persons having such Property of One Seven hundred and fiftieth Part or Share in the said Undertaking, and so in Proportion as aforesaid, shall bear and pay a proportionable Sum towards carrying on the said Undertaking in Manner herein directed and appointed.

If found insufficient, Power to raise 30,000 *l.* more.

LXII. And be it further enacted, That in case the said Sum of Seventy-five thousand Pounds herein-before authorized to be raised, shall be found insufficient for the making, completing, and maintaining of the said intended Canal and Collateral Cut, and other the Works hereby authorized to be made, and for defraying all necessary Charges and Expences relating thereunto, then and in such Case it shall be lawful for the said Company of Proprietors to raise any further Sum or Sums for completing and maintaining the said Navigation, not exceeding the Sum of Thirty thousand Pounds, in Manner herein-after mentioned, (that is to say), the Sum of Twenty

Twenty thouſand Pounds, Part of the ſaid Sum of Thirty thouſand Pounds, or ſo much thereof as the ſaid Company of Proprietors ſhall think proper to raiſe in that Manner, by Subſcriptions or Shares of One hundred Pounds each, by any Member or Members of the ſaid Company of Proprietors, not exceeding Five Shares by any One ſuch Member, which ſaid Number of Shares any One Member of the ſaid Company may ſubſcribe, notwithſtanding he or ſhe may at the ſame Time be poſſeſſed of Ten Shares of the ſaid Sum of Seventy-five thouſand Pounds, and every Subſcriber towards raiſing the ſaid Sum of Twenty thouſand Pounds, Part of ſuch additional Sum of Thirty thouſand Pounds, ſhall have a like Vote by himſelf or herſelf, or Proxy, in reſpect of every Share in ſuch Twenty thouſand Pounds, and ſhall alſo ſtand intereſted in all the Profits and Powers of the ſaid Navigation, proportionably to the Sum he or ſhe may ſubſcribe thereunto, as generally and extenſively, to all Intents and Purpoſes, as if ſuch further Sum or Sums hereby allowed to be ſubſcribed for had originally been Part of the ſaid Seventy-five thouſand Pounds, any Thing herein contained to the contrary thereof in anywiſe notwithſtanding; and the Sum of Ten thouſand Pounds, Reſidue of the ſaid Sum of Thirty thouſand Pounds, which may be raiſed as aforeſaid, or ſuch Part thereof as the ſaid Company of Proprietors ſhall think proper to raiſe in that Manner, by borrowing or taking up the ſame on Mortgage, at Intereſt, not exceeding legal Intereſt, on the Credit of the ſaid intended Canal and Collateral Cut, and the Tolls, Rates, and Duties of the ſame; and they the ſaid Company of Proprietors are for that Purpoſe hereby fully authorized and impowered, under their Common Seal, to aſſign and make over the ſaid Canal, Collateral Cut, and Premiſes, and the Tolls, Rates, and Duties ariſing and to ariſe by virtue of this Act, or any Part thereof, as a Security for all and every Sum or Sums of Money ſo to be borrowed, with legal or leſs Intereſt, to all and every Perſon or Perſons, his, her, or their Truſtee or Truſtees, who ſhall advance the ſame, by the following Words, or other Words to the like Effect; to wit:

20,000 *l.* Part thereof, by additional Shares; and

10,000 *l.* Reſidue thereof, by Mortgage.

Form of Mortgage.

BY virtue of an Act of Parliament, made and paſſed in the Thirty-third Year of the Reign of His Majeſty King *George* the Third, intituled, *An Act*, &c. [*Set forth the Title of the Act*], we, the Company of Proprietors of the ſaid Navigation incorporated by and under the ſaid Act by the Name of

The Company of Proprietors of the Grantham Canal Navigation, in Consideration of the Sum of to us in Hand paid by of do hereby bargain, sell, assign, and transfer unto the said Executors, Administrators, and Assigns, the said Navigation, and all and singular the Rates, Tolls, and Duties arising and payable to us by virtue of the said Act, and all our Estate, Right, Title, and Interest, of, in, and to the same, to hold to the said Executors, Administrators, and Assigns, until the said Sum of together with Interest for the same, after the Rate of for every One hundred Pounds for a Year, shall be fully paid and satisfied. Given under our common Seal, this Day of

And all and every Person and Persons to whom such Mortgage or Mortgages shall be made, shall be equally entitled to his, her, or their Proportions of the said Rates, Tolls, Duties, and Premises, according to the respective Sum or Sums in such Mortgage or Mortgages mentioned to be advanced, without any Preference by Reason of Priority of Date of any such Mortgage, or on any other Account whatsoever; and the Monies so to be borrowed shall be applied for and towards the making, completing, and maintaining of the said Navigation, and other Works hereby authorized to be made, and for the other Purposes of this Act, and to no other Use, Intent, or Purpose whatsoever; and an Entry or Memorial of all and every such Mortgage or Mortgages, containing the Dates, Name or Names of the Person or Persons to whom made, the Sum or Sums of Money borrowed, and Rate of Interest, shall, within Thirty Days after the same shall respectively be made and executed, be entered by the Clerk to the said Company of Proprietors, without any Fee or Reward for so doing, in One or more Book or Books to be kept for that Purpose, and which Book or Books shall and may be perused at all seasonable Times by all and every of the Proprietors and Creditors of the said Navigation, and other Persons interested therein, without Fee or Reward; and all and every Person and Persons to whom such Mortgage or Mortgages shall be made as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time assign or transfer the same, and his, her, or their Right, Title, Interest, and Benefit of, in, and to the Principal Sum of Money, and Interest thereby respectively secured, to any Person or Persons whomsoever,

Mortgages to be entered in a Book;

and may be transferred.

ſoever, by the following Words of Aſſignment, or Words to the like Effect:

Form of Aſſignment.

I of in Conſideration of the Sum of paid to me by of do hereby transfer a certain Mortgage made by the Company of Proprietors of the *Grantham* Canal Navigation to bearing Date the Day of for ſecuring the Sum of and Intereſt, and all my Right and Title therein, to the ſaid Executors, Adminiſtrators, and Aſſigns. Dated this Day of

To be entered by the Clerk.

All and every which ſaid Transfers or Aſſignments ſhall, within Thirty Days next after the Date thereof reſpectively, be produced and notified to the ſaid Clerk of the ſaid Company of Proprietors, who ſhall thereupon cauſe an Entry or Memorial to be made thereof in like Manner as of the original Mortgages, for which the ſaid Clerk ſhall be paid the Sum of Two Shillings and Sixpence; and after ſuch Entry made, every ſuch Aſſignment ſhall entitle ſuch Aſſignee, his or her Executors, Adminiſtrators, and Aſſigns, to the full Benefit of the original Mortgage; and every ſuch Aſſignee may in like Manner, and under the ſame Obligation to notify and have an Entry made as aforeſaid, aſſign again, and ſo toties quoties; and it ſhall not be in the Power of any Perſon or Perſons who ſhall have made ſuch Transfer or Aſſignment, at any Time afterwards to annul, make void, releaſe, or diſcharge the ſame, or the original Mortgage, or any Monies thereby ſecured, or any Part thereof.

Intereſt of Money borrowed to be firſt paid.

LXIII. And be it further enacted, That the Intereſt of the Money which ſhall be ſo borrowed by Mortgage as aforeſaid, ſhall be paid to the ſeveral Perſons entitled thereto, in Preference of any Intereſt or Dividends due and payable by virtue of this Act, to the ſaid Company of Proprietors, or any of them, and ſhall from Time to Time be fully paid and diſcharged, or provided for, before the yearly or other Intereſt or Dividends due to the ſaid Proprietors ſhall be paid, made, or divided.

Subſcribers to be paid Intereſt till Navigation completed, unleſs otherwiſe agreed at a General Meeting.

LXIV. And be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors, and they are hereby required, out of the Money to be raiſed as aforeſaid, during the Time the ſaid intended Canal and Collateral Cut, and all Things neceſſary for making, completing, and maintaining the ſame, ſhall be carrying

on, and until the same shall be completed and finished, to pay unto every Body Politick or Corporate, and to the several Persons, their several and respective Successors, Executors, Administrators and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds, or such Sum or Sums of Money as shall from Time to Time be demanded in respect thereof, towards carrying on and completing the said Navigation, Interest for the same after the Rate of Five Pounds for every One hundred Pounds for One Year, from the Time that each of such Sums shall be respectively advanced, in pursuance and according to the true Intent and Meaning hereof, unless the Majority of such Proprietors present at any General Meeting shall agree to the contrary.

Subscribers having One Share each, deemed Proprietors;

LXV. And be it further enacted, That every Body Politick or Corporate, or other Person, who shall by virtue of this Act have subscribed or undertaken for One Share of the said Navigation, and their, his, or her respective Successors, Executors, Administrators, and Assigns, shall be deemed a Proprietor for every such Share, and shall have a Vote in every General and Special Meeting to be held as herein-after appointed for carrying on the said Undertaking, which Vote may be given by them, him, or her, or by their, his, or her Proxy duly constituted in Manner herein-after mentioned (every such Proxy being a Proprietor in the said Undertaking), and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if such Principal had voted in Person; and every Body Politick or Corporate, or other Person, who shall have more than One such Share, and not exceeding Ten Shares (except as herein-before excepted) shall have Liberty by themselves, him, or herself, or by their, his, or her Proxy (being a Proprietor, and regularly constituted as aforesaid) to give One Vote for each such Share of One hundred Pounds for which they, he, or she shall be Subscriber, or become Proprietor as aforesaid; and whatever Question, Election of Officers, or other Matters or Things shall be proposed, discussed, or considered at any General or Special Assembly to be held by virtue of this Act, shall be finally determined by the Majority of Votes and Proxies then present, computing One Vote for every Share (provided that no Person shall give or deliver more Proxies than for Ten absent Proprietors), the Appointment of which said Proxies shall be in the Words, or to the Effect following; to wit:

and may vote personally or by Proxy;

having more than One Share each, entitled to One Vote for every such Share.

I of One of the Proprietors of the *Grantham* Canal Navigation, do hereby nominate, conſtitute, and appoint of to be my Proxy, in my Name and in my Abſence to vote and give my Aſſent or Diſſent to any Buſineſs, Matter, or Thing relating to the ſaid Navigation and Undertaking, that ſhall be mentioned or propoſed at any Meeting of the Proprietors of the ſaid Navigation, or any of them, in ſuch Manner as the ſaid ſhall think proper, according to his [*or* her] Opinion and Judgement, for the Benefit of the ſaid Navigation and Undertaking, or any Thing appertaining thereto. Witneſs my Hand, the Day of in the Year of our Lord

Form of the Appointment of a Proxy.

LXVI. And be it further enacted, That the First General Aſſembly of the ſaid Company of Proprietors for putting this Act into Execution ſhall be held at the George Inn, at Grantham aforeſaid, on Monday the First Day of July One thouſand ſeven hundred and ninety-three, between the Hours of Ten of the Clock in the Forenoon, and Three in the Afternoon, at which General Aſſembly the Proprietors aſſembled, together with ſuch Proxies as ſhall be then preſent, ſhall chuſe Nine Perſons, who ſhall then be Proprietors of Three Shares each at leaſt in the ſaid Navigation, to be a Committee to manage the Affairs of the ſaid Company as herein-after mentioned, and to continue in their ſaid Office, until another Committee ſhall be choſen as herein-after directed, unleſs they or any of them ſhall be removed by the ſaid Company of Proprietors as herein-after mentioned; and that a General Aſſembly of the ſaid Company of Proprietors ſhall be held on the First Thurſday in November One thouſand ſeven hundred and ninety-three, and in like Manner from thenceforth on the First Thurſday in May Annually, at ſuch Place as the laſt preceding General Aſſembly ſhall think proper to appoint, of which Meetings publick Notice ſhall be given in the Lincoln, Leiceſter, and Nottingham Newſpapers, or in ſome other Newſpapers which ſhall at that Time be circulated in the Counties of Lincoln, Leiceſter, and Nottingham aforeſaid, and alſo be publiſhed in ſuch other Manner as the ſaid General Aſſembly ſhall direct, at leaſt Fourteen Days before ſuch Meeting, each of which ſaid General Aſſemblies ſhall have Power and Authority to adjourn themſelves from Time to Time, and from Place to Place as they ſhall think proper, until the Time of holding the next Annual General

Directing First General Meeting.

Committee to be appointed.

Subſequent General Meetings to be held.

General Meetings to order a Common Seal, and appoint Officers.

General Assembly, on the First Thursday in May; and all and every such General Assemblies shall have Power to order a Common Seal to be made, and from Time to Time to alter and change the same, and also Power to appoint a Clerk of the said Company, a Banker, Treasurer, Clerk or Clerks of the several Wharfs, Receiver and Receivers of Rates and Duties, and such other Officers as they shall think proper, and from Time to Time to remove the same, taking such Security for the due Execution of their respective Offices as the said General Assemblies shall think fit, and to call for, audit, and settle all Accounts of Money received, laid out, and disbursed, for or on Account of the said Navigation, by such Officer or Officers, and by all and every other Person and Persons employed by or under them, in and about the said Navigation, and to do and transact all other Business respecting the said Navigation.

Meetings of Committees.

LXVII. And be it further enacted, That the said Committee so to be chosen as aforesaid, or such of them as shall be present at such First General Assembly, shall and may fix a Time and Place for the First Meeting of the said Committee, and that they, or any Five or more of them, may at such Meeting execute all and every the Powers and Authorities in the said Committee vested by this Act, and from Time to Time adjourn themselves as they shall think fit; and if at any Place appointed for such Meeting Five of such Committee shall not appear there, within Two Hours of the Time fixed for holding such Meeting, One or more of the said Committee, who may be then present, shall and may, and is and are hereby authorized to adjourn the Meeting of the said Committee, either to the same Place or to some other convenient Place within Five Miles of the said Canal, to meet on such Day and Hour (between Ten of the Clock in the Forenoon and Two in the Afternoon) as such One or more of the said Committee so present shall think proper, not exceeding Four Weeks from the Day of such Adjournment, and if no such Adjournment shall be made, then and in such Case any Three or more of such Committee may by Advertisement in the Lincoln, Leicester, and Nottingham Newspapers, or any other Newspaper or Newspapers then in Circulation in the said Counties of Lincoln, Leicester, and Nottingham, call another Meeting of the said Committee at some Place as aforesaid, at any Time not less than Ten nor more than Twenty-one Days after such Notice, and so from Time to Time as often as the Case may happen.

Power for Committee to adjourn.

LXVIII. And be it further enacted, That at the General Assembly of the said Proprietors, to be held annually on the First Thursday in May as aforesaid, or at the First Adjournment thereof, at which a competent Number of the said Proprietors or Proxies shall attend to act as herein mentioned, such of the Persons composing the said Committee as shall be then present shall, by Ballot, nominate and chuse Four Persons out of the said Committee to be of the next Year's Committee, and the Proprietors and Proxies then assembled shall chuse Five more Proprietors to make up the Number of Nine for the next Year's Committee, such Committee to continue in Office, unless removed as herein-after mentioned, until the next Annual General Assembly, and the Choice of a new Committee as aforesaid, so that Four of the last Annual Committee shall remain and compose Part of the next Annual Committee, and so in Succession Year after Year; all which said several successive Committees shall have the like Privileges, Powers, and Authorities, as are in and by this Act granted to and vested in the First Committee to be chosen in Manner herein-before directed: Provided always, That if there shall not be Three of the Committee present at such Annual General Assembly, or such of the Committee present shall neglect or refuse to ballot for the Choice of another Committee as aforesaid, the Appointment of the whole Nine Persons for a Committee shall be in the Proprietors and Persons then present.

Committee to be annually chosen, Four by the former Committee, and Five by the Proprietors.

LXIX. And be it further enacted, That if at such First General Meeting, to be held the First Day of July One thousand seven hundred and ninety-three, or at any future General Assembly hereby directed to be held as aforesaid, there shall not be present, within Three Hours after the Time fixed for holding such General Assembly, Persons, either as Proprietors or Proxies, who shall together have Four hundred and twenty Shares, no Election of a Committee or other Business shall be transacted, but the Proprietors and Proxies present shall adjourn the Assembly to such Place and Time, within Twenty-one Days, as the said Proprietors and Proxies present, or the major Part of them in Value, shall appoint, at which adjourned Meeting the Choice of the Nine Persons for a Committee shall be made, and all other Matters and Things shall be transacted which might or ought to have been done at such General Assemblies to be held as herein-before directed; but if at any such adjourned Assembly there shall not attend Proprietors of or Proxies for together Four hundred and twenty Shares, no other Business

If not Proprietors or Proxies of 420 Shares at First General Meeting, only to adjourn.

If not Proprietors or Proxies of 420 Shares at the Adjournment,

to adjourn only *toties quoties*.

shall be done or transacted except Adjournment to the same or some other Place, at some Time within Twenty-one Days, and so from Time to Time until Proprietors of or Proxies for together Four hundred and twenty Shares shall be present, when the several Matters, Transactions, and Things which might have been done, performed, and executed at the former Assemblies, if a sufficient Number of Proprietors had attended, may be done, performed, and executed at such adjourned Assembly; and in case at the First Day appointed for holding such General Assembly as aforesaid, there shall not appear Principals of or Proxies for Four hundred and twenty Shares together, each and every of the Principals who shall not be present at such Assembly by himself or herself, or his or her Proxy, before the Adjournment thereof, shall forfeit to the said Company of Proprietors, their Successors and Assigns, for every such Share which he, she, or they shall then have in the said Navigation and Undertaking, the Sum of Ten Shillings, to be deducted out of the next Dividend of the Profits of the said Undertaking.

Special General Assemblies.

LXX. And be it further enacted, That if at any Time it shall appear to any Five or more of the Proprietors possessing amongst them Twenty-five Shares at the least, that for the more effectually putting this Act into Execution, a Special Meeting of Proprietors is necessary to be held, it shall be lawful for such Five or more Proprietors to cause Notice thereof to be given in the Manner herein-before mentioned, or otherwise, as any General Meeting shall direct and appoint, declaring in such Notice the Place where and the Time when such Meeting is to be held, the same not being less than Ten nor more than Twenty Days after such Notice given, and likewise specifying in every such Notice the Reason for and Intention of every such Meeting, and the Proprietors and Proxies are hereby authorized to meet pursuant to such Notice, and proceed to the Execution of the Powers by this Act given them, with respect to the Matters so specified only; and all such Acts of the said Proprietors, or the major Part of them, at such Meeting assembled (such major Part not having either as Principals or Proxies less than Two hundred and eleven Shares), shall be as valid, to all Intents and Purposes, as if the same were done at General Assemblies held in Manner herein-before appointed.

Books of Accounts to be locked up.

LXXI. And be it further enacted, That the Book and Books in which all the Accounts relating to the said Undertaking and Navigation shall be stated and settled,

and all other Matters relating thereunto, shall be deposited and locked up in a Chest or Box, Chests or Boxes, to be kept at such Place or Places as the said Company of Proprietors, their Successors and Assigns, shall from Time to Time direct, and the Key or Keys thereof the Committee for the Time being shall have in their Custody or Power; and every Proprietor or Proprietors, upon every reasonable Request, shall have free Access to such Book or Books, for his, her, or their Inspection.

Powers of General Assemblies and Committees.

LXXII. And be it further enacted, That every General Assembly, or such Committee, or Three or more of such Committee, being the major Part of those who are so met together, shall have Power, from Time to Time, to make such Call or Calls of Money from the said Company of Proprietors, to defray the Expences of or to carry on the said Navigation, as they from Time to Time shall find wanting and necessary for that Purpose, so that no Call do exceed the Sum of Ten Pounds for every One hundred Pounds, and so as no Calls be made but at the Distance of Two Calendar Months at the least from each other, which Money so called for shall be paid to such Person or Persons, and in such Manner as the said General Assembly, or Committee assembled as aforesaid, shall from Time to Time appoint and direct, for the Use of the said Undertaking; and such Committee, or Three or more of them, assembled as aforesaid, and being the major Part of those so assembled, shall have full Power and Authority to direct and manage all and every the Affairs of the said Company of Proprietors, as well in buying and purchasing Lands, Liberties, and Materials for the Use of the said Navigation, as in employing, ordering, and directing the Works and Workmen, and in placing and displacing Officers, Clerks, Servants, and Agents (other than the Banker, Treasurer, and Clerk of the said Company), and in making all Contracts and Bargains touching the said Undertaking; and every Owner or Owners of One or more Part or Parts, Share or Shares in the said Undertaking, shall pay his, her, or their Share or Shares, and Proportion or Proportions of the Monies to be called for as aforesaid, at such Time and Place as shall be appointed in Manner aforesaid, of which One Calendar Month's Notice at the least shall be given, by publishing the same in the Lincoln, Leicester, and Nottingham Newspapers, or some other publick Newspapers circulated in the said Counties of Lincoln, Leicester, and Nottingham, the

May make Calls for Money.

London Gazette, and One Daily London Paper, or in such other Manner as the said Company of Proprietors shall, at any General Assembly, direct and appoint; and if any Person or Persons shall neglect or refuse, for the Space of Two Calendar Months, to pay his, her, or their rateable or proportionable Part or Share, Parts or Shares of the said Money to be called for as aforesaid, at the Time and Place appointed by such General Assembly or Committee assembled as aforesaid, he, she, or they so neglecting or refusing shall forfeit the Sum of Two Pounds for every One hundred Pounds of his, her, or their respective Share and Shares, Parts and Interests in the said Navigation, Undertaking, and Premises; and in case such Person or Persons shall after Notice refuse or neglect to pay his, her, or their rateable or proportionable Part or Share, Parts or Shares of the said Money, to be called for as aforesaid, for the Space of Six Calendar Months after the Time appointed for Payment thereof, then he, she, or they so neglecting or refusing shall forfeit his, her, and their respective Share and Shares, Parts and Interests in the said Navigation, Undertaking, and Premises, and all the Profit and Benefit thereof, all which Forfeitures shall go to the Rest of the Proprietors in Proportion to their respective Interests in the said Undertaking.

Proprietors to pay the Calls,

if not paid within Six Months, to forfeit their Shares.

No Forfeiture, unless declared at a General Meeting.

LXXIII. Provided always, That no Advantage shall be taken of any Forfeiture of any Share or Shares in the said Navigation and Undertaking, unless the same shall be declared to be forfeited at some General Assembly of the said Company of Proprietors, who shall meet within Six Calendar Months next after such Forfeiture shall happen to be made; and every such Forfeiture shall be an Indemnification and Discharge to and for every Proprietor so forfeiting against all Suits, Actions, or Prosecutions whatsoever to be commenced or prosecuted for any Breach of Contract or other Agreement between such Proprietor so forfeiting and the Rest of the said Company of Proprietors, with regard to carrying on the said intended Navigation.

Committee to be subject to the Controul of the General Meetings.

LXXIV. And be it further enacted, That the said Committee shall from Time to Time make Reports of their Proceedings to, and be subject to the Examination and Controul of the said General Assembly or other Meetings of the said Company of Proprietors as aforesaid, and shall pay due Obedience to all such Orders and Directions in and about the Premises, as shall from Time to Time be made by the said Company of Pro-

prietors at such General Assembly, such Orders and Directions not being contrary to any express Directions or Provisions in this Act contained.

General Assembly impowered to remove any of the Committee, and any of their Officers.

LXXV. And be it further enacted, That the said Company of Proprietors shall always have Power and Authority, at any General Assembly met as aforesaid, to remove or displace any Person or Persons chosen upon such Committee as aforesaid, or any Officer or Officers under them, and to revoke, alter, amend, or change any of the Rules and Directions herein-before prescribed and laid down, with regard to their Proceedings amongst themselves, as to the major Part of them shall seem meet (the Method of calling General Assemblies, and their Time and Place of Meeting, and voting, and appointing Committees, only excepted), and shall have Power from Time to Time to make such Rules, Bye Laws, and Orders for the good Government of the said Company of Proprietors, their Servants, Agents, and Workmen, and for the good and orderly using the said Navigation, and all Works belonging thereto, and for the well-governing of the Bargemen, Watermen, Boatmen, and others, who shall carry any Goods, Wares, or Merchandize upon any Part of the said intended Canal and Collateral Cut, and to impose and inflict such reasonable Fines or Forfeitures upon the Breakers of such Rules, Bye Laws, or Orders, as to the major Part of such General Assembly shall seem meet, not exceeding the Sum of Ten Pounds for any One Offence, such Fines and Forfeitures to be recovered by such Ways and Means as are herein-after mentioned; which said Rules, Bye Laws, and Orders, being put into Writing, under the Common Seal of the said Company of Proprietors, shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same.

Power to make Bye Laws.

Executors, Administrators, Guardians, &c. liable to pay the Calls.

LXXVI. And be it further enacted, That if any Owner or Owners of any Share or Shares in the said Undertaking shall happen to die before such Call or Calls as aforesaid shall have been made for the full Sum to be advanced on each Share which he, she, or they shall have been possessed of or intitled to, without having made Provision, by Will or otherwise, how such Share or Shares shall be disposed of, and the Money paid in upon Calls for the future, then and in such Case the Executors and Administrators of every such Owner so dying, and the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant or other Person or Persons whomsoever, intitled to the Estate and Effects of such

Owner deceased, shall be indemnified against all such Infants and other Persons whomsoever, for paying any Sum or Sums of Money, when called for as aforesaid, to complete such Subscription; and if any such Owner deceased shall not have left Assets sufficient, or in case any such Executor or Administrator, Trustee or Guardian, shall refuse or neglect to answer such Calls and Payments, the said Company of Proprietors shall be and are hereby impowered, authorized, and required to admit any other Person or Persons to be a Proprietor or Proprietors of the Share or Shares of every such Owner deceased, on Condition that he, she, or they so admitted do and shall, on or before such Admission, pay to the Executors or Administrators of such deceased Owner, or the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant, or others intitled to his or her Effects, the full Sum and Sums of Money which shall have been paid by such Owner in his or her Life Time, by virtue of any Call or Calls, or otherwise upon such Share or Shares, or such other Sum or Sums of Money as the same can be sold for.

Proprietors Securities.

LXXVII. And be it further enacted, That the said Company of Proprietors shall and may, at the First General Assembly to be held after all or any Proprietor or Proprietors shall have paid, according to the Directions of this Act, the Sum of Ten Pounds per Centum, of his, her, or their respective Subscriptions, or as soon after as conveniently may be, execute, under the Common Seal of the said Company, One separate and distinct Deed for each of the said Shares, and deliver the same to such Proprietor or Proprietors having made such Payment of Ten Pounds per Centum as aforesaid, which said Deeds respectively shall vest in such Proprietor or Proprietors, his, her, or their Executors, Administrators, and Assigns, One seven hundred and fiftieth Share of the Property of the said Company, but subject to the creating and making more Shares, not exceeding Two hundred Shares of One hundred Pounds each, according to the Power herein-before given to the said Company of Proprietors, in case they shall find it necessary to raise more Money for completing the said Navigation, as herein-before mentioned, and which said Deeds may be in the Words, or to the Effect following:

Company of Proprietors of the *Grantham* Canal Navigation.

Form of Security of original Shares.

THESE are to certify, That *A. B.* is a Proprietor of One seven hundred and fiftieth Share of the *Grantham* Canal Navigation, subject to the raising more Shares of

One hundred Pounds each, not exceeding the Number of Two hundred such additional Shares, and to the Rules, Regulations, and Orders of the said Company, and that the said *A. B.* Executors, Administrators, [Successors], and Assigns, is and are entitled to the Profits and Advantages of such Share. Given under the Common Seal of the said Company, the Day of in the Year of our Lord

And in case the said Company of Proprietors shall think proper to raise, by additional Shares, any Sum of Money more than the said Sum of Seventy-five thousand Pounds, but not exceeding the Sum of Twenty thousand Pounds, for completing such Navigation as aforesaid, they may in like Manner execute a separate and distinct Deed for each Share of One hundred Pounds so to be raised, and which said Deeds respectively shall vest in the Person or Persons advancing the same, his, her, or their Executors, Administrators, Successors, and Assigns, a proportional Part of the Property of the said Company of Proprietors, and which said Deeds for such additional Shares may be in the Words, or to the Effect following; (that is to say),

Company of Proprietors of the *Grantham* Canal Navigation.

Form of Security of additional Shares.

THESE are to certify, That *A. B.* is a Proprietor of One additional Share of One hundred Pounds in the *Grantham* Canal Navigation, subject to the Rules, Regulations, and Orders of the said Company, and that the said *A. B.* Executors, Administrators, [Successors], and Assigns, is and are entitled to the Profits and Advantages of such Share. Given under the Common Seal of the said Company, the Day of in the Year of our Lord

Which said several before-mentioned Deeds, and the Shares therein granted, and all Right and Interest to the same, may be transferred by the respective Proprietor or Proprietors to whom the same shall be given, his, her, or their Executors, Administrators, Successors, and Assigns, to any Person or Persons whomsoever, by Indorsement thereon in Writing, in the Words, or to the Effect following; (that is to say),

Securities may be transferred.

I *A. B.* [*or* Executors or Administrators of *A. B.*] do hereby transfer unto Executors, Administrators, and Assigns, all my Right and Interest in the

Form of Transfer.

the Share of the *Grantham* Canal Navigation mentioned in the within written Deed. Witneſs my Hand, the Day of in the Year of our Lord

Transfer to be notified to and entered by the Clerk.

And all and every Tranſfer and Tranſfers of ſuch Deeds or Shares ſhall, within Thirty Days next after the Date thereof, be produced and notified to the Clerk of the ſaid Company of Proprietors, who ſhall thereupon cauſe an Entry to be made of every ſuch Tranſfer, containing the Date and the Names of the Parties, in a Book to be kept for that Purpoſe, for which Entry the ſaid Clerk ſhall be paid the Sum of Two Shillings and Sixpence, and after ſuch Entry every ſuch Tranſfer ſhall entitle the Perſon or Perſons to whom the ſame ſhall be made, his, her, or their Executors, Adminiſtrators, or Aſſigns, to the full Benefit of the original Deed or Share; and all and every ſuch Perſon or Perſons to whom any ſuch Tranſfer ſhall have been made may in like Manner, and under the like Obligation to notify and have an Entry made as aforeſaid, tranſfer again, and ſo toties quoties; and which ſaid Tranſfer, notified to the Clerk as aforeſaid, ſhall entitle the Perſon or Perſons to whom the ſame ſhall be made to the Share mentioned in the ſaid Deed or Share ſo tranſferred, as fully to all Intents and Purpoſes as the original Proprietor was entitled to the ſame.

For granting new Deeds when old Ones are deſtroyed or worn out.

LXXVIII. And be it further enacted, That if any of the Deeds for or reſpecting the Shares of the Company aforeſaid ſhall be worn out or damaged, then, upon the ſame being brought and ſhewn at ſome General Aſſembly of the ſaid Company of Proprietors, ſuch Deeds may be cancelled and deſtroyed, and other ſimilar Deeds given under the Seal of the ſaid Company, to the Perſon or Perſons in whom the Property of ſuch Deeds, and the Shares therein mentioned, ſhall be at that Time veſted; or in caſe ſuch Deeds ſhall be burnt or totally deſtroyed, that then, upon due Proof thereof, like Deeds ſhall be given to the Perſon or Perſons who were the Owner or Owners of, or entitled to ſuch Deeds ſo burnt or deſtroyed, ſo as that a due Entry of the Tranſfer of ſuch Deed or Deeds (if any ſuch have been made) ſhall have been entered by the Clerk of the ſaid Company in Manner herein directed.

No Perſon to ſell after Call made, without the ſame be paid.

LXXIX. And be it further enacted, That after any Call of ſuch Monies ſhall be made by a General Aſſembly, or ſuch Committee as aforeſaid, no Perſon or Perſons ſhall ſell or tranſfer any Share or Shares which he, ſhe, or they ſhall then have in the ſaid Undertaking, until the

Monies called for upon their respective Share or Shares so to be sold shall be paid, upon the Penalty of forfeiting his, her, or their respective Share or Shares of the said Undertaking to the said Company of Proprietors, their Successors and Assigns, in Trust, for the Benefit of the Rest of the said Proprietors, unless the Person or Persons who shall be Vender or Venders shall at the Time of such Transfer or Transfers pay the Money called for upon such Share or Shares so transferred to the Treasurer of the said Company of Proprietors, such Forfeiture or Forfeitures nevertheless to be notified and declared at a General Assembly in Manner before directed.

Canal not to be begun till 10 *per Cent.* of the Subscription Money is paid.

LXXX. Provided always, and be it further enacted and declared, That the said Company of Proprietors, or their Deputies, Agents, Officers, Workmen, or Servants, shall not begin to cut or make the said Canal or Collateral Cut, or any of the Works authorized to be made by virtue of this Act, (except the making and providing of Brick and Stone), until Ten Pounds per Centum of the said Sum of Seventy-five thousand Pounds shall be actually paid into the Hands of the Treasurer of the said Company of Proprietors; and if any Person or Persons who hath or have subscribed for the raising of the said Sum of Seventy-five thousand Pounds, shall neglect or refuse to pay the said Ten Pounds per Centum on all or any Part of his, her, or their Subscriptions, then it shall be lawful for any other Subscriber to advance and pay the same, and to be repaid by the original Subscriber, with Interest, after the Rate of Five Pounds per Centum per Annum, within Three Calendar Months then next after the Time of such Payment; and if such original Subscriber shall make Default in Payment of the same within such Three Calendar Months, such original Subscriber shall forfeit the Sum of Four Pounds per Centum on his or her Subscription advanced and paid towards the Expences of obtaining this Act, and on Account of the same, and the same shall be vested in the said Company of Proprietors for the Use of the said Navigation, and the Person who advanced such Ten Pounds per Centum for the original Subscriber shall be repaid what he or she hath so advanced, with Interest for the same as aforesaid, by the said Company of Proprietors, or be admitted a Subscriber for the Share on which he or she hath paid such Ten Pounds per Centum, at the Option of the said Person who paid the same.

Proceedings of the Committee, Company, and Commissioners, to be entered in a Book or Books.

LXXXI. And be it further enacted, That the Clerk or Clerks to be appointed as aforesaid shall, in a proper Book or Books to be provided for that Purpose, regularly enter and keep a true and perfect Account, from Time to Time, of the Names and Places of Abode of all the Proprietors of the said Navigation, and of all Persons who shall become interested in or entitled to any Share or Shares of and in the said Navigation, and of all Persons who shall become Mortgagees thereof, or advance Money thereon, and of all the Acts, Proceedings, and Transactions of the said Company of Proprietors, and of the Committee for the Time being, and also make regular Entries of all Orders, Proceedings, Acts, and Transactions of the Commissioners hereby appointed; and such Entries of the Orders, Proceedings, Acts, and Transactions of the Commissioners shall be signed by such Number of the Commissioners acting therein respectively, as are (in the Cases which may happen respectively) impowered by this Act, and shall then be deemed Originals, and admitted in Evidence in all Cases whatsoever; and such Clerk and Clerks shall at all Times be obedient to the said Company of Proprietors and their Successors and Assigns, and to the Committee for the Time being, and to the Commissioners acting under this Act, wheresoever required; and all and every Proprietor and Proprietors of and in the said Navigation shall and may at all convenient and seasonable Times have Recourse to and peruse all or any such Book or Books and Entries, gratis, and may demand and have Copies thereof, or of any Part thereof, paying Sixpence for every One hundred Words so to be copied; and if any such Clerk or Clerks shall refuse or hinder any Proprietors or Persons so interested as aforesaid to inspect or peruse such Book or Books, or refuse or neglect to make any such Copy or Copies, when required, at the Rate aforesaid, within a reasonable Time, or shall be otherwise disobedient, he shall, for every such Offence, forfeit and pay the Sum of Five Pounds, to be levied as other Penalties are by this Act directed to be levied.

Proceedings of the Commissioners to be Evidence.

Rates granted to the Company of Proprietors.

LXXXII. And be it further enacted, That in Consideration of the great Charges and Expences which the said Company of Proprietors, their Successors and Assigns, will be at in making, maintaining, and supplying the said intended Canal and Collateral Cut with Water, and in making and maintaining all other Works hereby authorized to be made and erected, it shall be lawful for the said Company of Proprietors, from Time to Time, and at all Times hereafter, to ask, demand, take, and

recover, to and for their own Use and Behoof, for Tonnage upon all Coals, Stones, Timber, Corn, Grain, Salt, Meal, Flour, and other Goods, Wares, Merchandize, and Commodities whatsoever, which shall be navigated, carried, or conveyed upon or through the said intended Canal and Collateral Cut, such Rates and Duties as the said Company of Proprietors shall think fit, not exceeding the Sum of Two-pence Halfpenny for every Ton, on entering into or passing out of the said intended Canal at its Junction with the River Trent, and also not exceeding the Sum of One Penny Halfpenny a Mile, for every Ton of Coal, Stone, Timber, Corn, Grain, Salt, Meal, Flour, and other Goods, Wares, Merchandize, and Commodities, except all Dung, Soil, Marle, Ashes, and other Manure (other than Lime which shall pay Half the said Tolls), and except Gravel, Stone, and other Materials for mending the publick and private Roads, which shall pass Toll-free, which shall be navigated, carried, or conveyed upon or through the said intended Canal and Collateral Cut, and so in Proportion for any greater or less Quantity than a Ton, which said Rates or Duties shall be paid to such Person or Persons at such Place or Places near to the said intended Canal and Collateral Cut, in such Manner and under such Regulations as the said Company of Proprietors shall direct and appoint; and in case of Denial or Neglect of Payment of any such Rates or Duties, or any Part thereof, on Demand, to such Person or Persons as aforesaid, the said Company of Proprietors may sue for the same by Action of Debt, or upon the Case, in any Court of Record, or the Person or Persons to whom the said Rates or Duties ought to have been paid may, and he and they is and are hereby authorized and impowered to seize such Goods, Wares, Merchandize, or Things, for or in respect whereof any Rates or Duties ought to be paid, or any Part of such Goods, Wares, Merchandize, or Things, or the Boat, Barge, or other Vessel wherein the same shall be, and detain the same until Payment thereof, together with all reasonable Costs and Charges of such Seizure and Distress; and if such Distress shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent.

For recovering of Rates.

LXXXIII. And be it further enacted, That Charles Pierrepont and John Musters, Esquires, and the other Proprietors and Owners of Estates within the Parishes or Liberties of Nottingham, West Bridgeford, Adbolton, Gamston, Bassingfield, Cotgrave, Clipston, and Cropwell Butler,

Exemption from Gross Tonnage.

Butler, and their respective Heirs, Successors, and Tenants for the Time being within the same, whose Lands or any Part thereof shall be cut or passed through by the said intended Canal, shall, between the First Day of November and the First Day of May yearly, be exempt from the Gross Tonnage of Two-pence Halfpenny, hereby charged upon entering into or passing out of the said intended Canal at its Junction with the River Trent, for all Goods, Wares, Merchandizes, and Commodities whatsoever, which shall be for their own private Use, and not for Sale, or in a Course of Trade, and navigated only between the said River Trent and a certain Lane in the Lordship of Cotgrave, called Hollowgate Lane: Provided always, that if any Person shall claim and take the Benefit of any such Exemption, not being entitled thereto, or shall convert or dispose of any of the Articles for which any such Exemption shall have been allowed, in any other Manner than for his or her own private Use or Consumption, he or she shall, for every such Offence, forfeit any Sum not exceeding Five Pounds.

For limiting the Dividend never to exceed 8 *l. per Cent.*

LXXXIV. And be it further enacted, That if it shall at any Time happen that the Tolls, Rates, or Duties to be taken by virtue of this Act shall in any One Year, after paying all necessary Expences attending the Execution of this Act, and the maintaining and supporting the said intended Canal and Collateral Cut, produce any larger Sum or Sums of Money than shall be sufficient to make a Distribution amongst the said Proprietors of Eight Pounds per Centum upon the principal Sum or Sums of Money which shall have been bona fide raised and expended for the Purposes of making and completing the said intended Canal and Collateral Cut, and shall be then due and owing thereupon, the Excess or Surplus above such Sum or Sums shall from Time to Time be placed on Government or other sufficient Securities, to answer any Deficiencies that may happen in the next or succeeding Year or Years, and the Interest thereof shall be applied for the same Purposes as the Tolls, Rates, or Duties to be taken by virtue of this Act are hereby directed to be applied.

When such Surplus shall amount to 3,000 *l.* Tonnage Rates to be lowered.

LXXXV. Provided always, and be it further enacted, That if at any Time such Excess or Surplus shall amount to or exceed the Sum of Three thousand Pounds, then the said Company of Proprietors shall reduce and lower the Tolls, Rates, or Duties herein-before directed to be taken, and in like Manner as often as the Tolls, Rates, or Duties, or the Interest of the said Excess or Surplus, together with the Tolls, Rates, or Duties,

shall

shall exceed such Sum as shall be sufficient to make a Distribution amongst the said Proprietors of Eight Pounds per Centum per Annum on the said Principal Sum or Sums of Money which shall have been bona fide raised and contributed for the Purposes of making and completing the said intended Canal and Collateral Cut, and shall be then due and owing as aforesaid.

If Proprietors do not lower the Tonnage Rates as required by the Act, the Commissioners to do it;

LXXXVI. Provided also, and be it further enacted, That when the Tolls, Rates, or Duties to be collected by virtue of this Act, or the Interest of the said Surplus, together with the said Tolls, Rates, or Duties, shall in any One Year, after paying all the Disbursements attending the executing this Act, and making such Division of Eight Pounds per Centum as aforesaid, amongst the said Company of Proprietors, exceed the Sum of One thousand Pounds, (exclusive of the said Sum of Three thousand Pounds herein-before directed to be laid out on Government or other sufficient Securities), and the said Company of Proprietors shall neglect or refuse to lower the said Tolls, Rates, or Duties in the Manner herein-before directed, it shall be lawful for the said Commissioners, from Time to Time and at all Times, at any Meeting to be held for that Purpose, of which Twenty Days Notice shall be given in the Lincoln, Leicester, and Nottingham Newspapers, to call for and inspect all and every the Book and Books of the said Company of Proprietors, in which the Accounts of the said Canal and Undertaking are stated and settled, and if it shall appear to a Majority of the said Commissioners present at such Meeting, that the Surplus arising from the said Tolls, Rates, or Duties, after paying such Disbursements, and making such Distribution as aforesaid, shall exceed the Sum of One thousand Pounds, exclusive of the said Sum of Three thousand Pounds, then it shall be lawful for the Majority of the said Commissioners present at such Meeting, and they are hereby required to lower the said Tolls, Rates, or Duties, and no higher Tolls, Rates, or Duties shall be taken than shall be so settled and allowed by the said Commissioners; and if any Deficiency shall be occasioned for or by Reason of lowering the said Tolls, Rates, or Duties, so that the same will not be sufficient, after paying the ordinary Disbursements, to make such Division of Eight Pounds per Centum per Annum amongst the said Company of Proprietors, it shall be lawful for the said Company of Proprietors, at a Meeting to be held for that Purpose, of which Twenty Days Notice shall be given as aforesaid, to raise the said Tolls, Rates, or Duties to such a Rate or Proportion as will be sufficient to make up such Deficiency,

and if any Deficiency below the Dividend allowed by this Act shall be occasioned by such Reduction, the Tonnage Rates may be raised again.

so that the same do not exceed the highest Rate of the Tolls, Rates, or Duties allowed to be taken by virtue of this Act.

LXXXVII. And whereas the said Company of Proprietors, in order to enable all Boats, Barges, and other Vessels passing upon the said intended Canal to navigate upon the River Trent between the said Canal and the Nottingham Canal, and between the said Canal and Nottingham Trent Bridge, with greater Convenience, have applied to and requested the Company of Proprietors of the River Trent Navigation to make, and to keep and maintain the Bed of the said River of the Depth of Thirty Inches perpendicular in Water in the driest Seasons, in that Part of the said River between the Grantham Canal and the Nottingham Canal, and between the Grantham Canal and Nottingham Trent Bridge, which the said Company of Proprietors of the River Trent Navigation have consented and agreed to do, in Consideration that all Vessels passing and repassing upon that Part of the said River Trent, into and out of the said Grantham Canal, shall pay the several Tolls, Rates, and Duties herein-after mentioned; be it therefore further enacted, That the said Company of Proprietors of the River Trent Navigation do and shall, on or before the First Day of May One thousand seven hundred and ninety-five, and they are hereby authorized and required to cleanse, scour, deepen, enlarge, and improve, and in good and navigable State and Condition to keep and preserve the Channel and Course of the said River Trent, and the Bed thereof, so as always to be of the Depth of Thirty Inches perpendicular in Water, in the shallowest Places in the said River, in the driest Seasons, between the said Grantham Canal and the Nottingham Canal, and between the said Grantham Canal and Nottingham Trent Bridge; and in case the said Company of Proprietors shall neglect to deepen and improve the same in Manner aforesaid, or after the same shall have been so deepened or improved as aforesaid, in case the said Company of Proprietors of the River Trent Navigation shall neglect to keep and preserve the Bed of the said River of the Depth of Thirty Inches perpendicular in Water, in the shallowest Places, in the driest Seasons, between the said Grantham Canal and the Nottingham Canal, and between the said Grantham Canal and Nottingham Trent Bridge, then and in either of the said Cases the said Company of Proprietors of the River Trent Navigation shall, upon Notice in Writing being given to their Clerk by the Clerk of the Grantham Canal Company, and Neglect or Refusal for the Space of One Month after such

Bed of the River *Trent* to be lowered.

such Notice given as aforesaid by them the said Company of Proprietors of the River Trent Navigation, to make or maintain and keep all or any Part of the said River Trent, between the Places aforesaid, of the said Depth of Thirty Inches perpendicular in Water, in the shallowest Places, in the driest Seasons, pursuant to the true Intent and Meaning of the Agreement aforesaid, if not prevented by high Floods, or other inevitable Accidents, forfeit and pay unto the said Grantham Canal Company the Sum of Ten Pounds for every Month they shall so refuse or neglect to deepen the same, which Sum or Sums of Money may be recovered by Action or Actions in any of his Majesty's Courts of Record at Westminster; and in case of Neglect or Refusal by the said Company of Proprietors of the said River Trent, to make, or maintain and keep the Bed of the said River Trent, between the Places aforesaid, of the said Depth of Thirty Inches perpendicular in Water in the shallowest Places, in the driest Seasons, pursuant to the true Intent and Meaning of the Agreement aforesaid, if not prevented by the Means aforesaid, for the Space of Six Weeks after such Notice given as aforesaid, then and from thenceforth it shall and may be lawful to and for the said Committee to be appointed as herein-before mentioned, and they are hereby authorized and impowered, by their Agents, Workmen, or others, to make, or maintain and keep the Bed of the said River Trent of the Depth aforesaid, and all the reasonable Costs and Expences thereof respectively, to be settled and allowed by the said Commissioners, or any Five or more of them, shall be repaid by the said Company of Proprietors of the said River Trent, their Successors or Assigns, within the Space of Fourteen Days next after the same shall have been so settled and allowed, and an Account thereof delivered to the Treasurer of, or any Agent or Collector of Tolls for the said Company of Proprietors, and in case of Nonpayment of the said Costs and Expences within the said Space of Fourteen Days after such Account thereof shall have been delivered as aforesaid, it shall be lawful for the said Commissioners, or any Five or more of them, by Order under their Hands and Seals, to appoint One or more Person or Persons, taking such Security from him or them as the said Commissioners shall judge sufficient, to receive the Rates or Duties hereby granted and made payable to the said Company of Proprietors of the said River Trent, and to pay the same to the said Committee, until such Costs and Expences of making, or maintaining and keeping the Bed of the said

River

River Trent of the Depth aforesaid, and the Charges of receiving or recovering the same shall be fully paid and satisfied, or otherwise the said Costs and Expences may be sued for and recovered, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at Westminster.

Tonnage to be paid therefore.

LXXXVIII. And be it further enacted, That, in Consideration of the Charges and Expences the said Company of Proprietors of the River Trent Navigation will be at in deepening the said Part of the said River Trent, and keeping and preserving the same of the Depth aforesaid, and by Reason of the Loss which the said Company of Proprietors of the River Trent Navigation may sustain in the Loss of Tonnage, on Account of Part of the Trade now carried on upon the said River Trent being likely in future to be carried on upon the said intended Canal, it shall and may be lawful to and for the said Company of Proprietors of the River Trent Navigation, from Time to Time and at all Times hereafter, to ask, demand, take, and recover, to and for their own Use and Benefit, for Tonnage for all Goods, Wares, Merchandize, Commodities, or other Things whatsoever, which shall be navigated, carried, or conveyed up or down or upon the said River Trent, between the said Grantham Canal and the Nottingham Canal, or between the said Grantham Canal and Nottingham Trent Bridge, the following Rates and Duties; that is to say:

For every Ton of Goods, Wares, Merchandize, Commodities, or other Things whatsoever (except as hereinafter is excepted), which shall be carried or conveyed from and out of the said Grantham Canal to the Nottingham Canal, or from and out of the said Grantham Canal to Nottingham Trent Bridge, or from and out of the Nottingham Canal into the said Grantham Canal, or from Nottingham Trent Bridge into the said Grantham Canal, the Sum of Three Halfpence; and so in Proportion for a greater or less Quantity than a Ton:

Which Rates and Duties it is hereby declared shall and may be recovered by the said Company of Proprietors of the River Trent Navigation, and they are hereby authorized and impowered to recover the same in the same Manner as the Tolls, Rates, or Duties to be taken by the said Company of Proprietors of the River Trent Navigation for Vessels navigating upon the said River Trent are directed to be recovered in and by a certain Act of Parliament, intituled, An Act for improving the Navigation of the

River *Trent*, from a Place called *Wilden Ferry*, in the Counties of *Derby* and *Leiceſter*, or One of them, to *Gainſborough* in the County of *Lincoln*, and for impowering Perſons navigating Veſſels thereon to hale the ſame with Horſes.

LXXXIX. Provided always, That no more than One Half of the Rates and Duties laſt before mentioned ſhall be paid for Lime conveyed upon any Part of the ſaid River Trent laſt before mentioned, and that no Toll, Rate, or Duty whatſoever, ſhall be charged or chargeable for any Stone, Gravel, Sand, or other Materials for the repairing of Roads, nor for any Dung, Soil, Marle, or other Manure (except Lime), for the Improvement of Land.

XC. Provided alſo, That no more than One Half of the ſaid Rates and Duties ſhall be paid or payable for any Goods, Wares, Merchandize, or other Commodities paſſing into or out of the ſaid Grantham Canal, which ſhall be navigated upon the ſaid River Trent to or from any Place or Places above Nottingham Trent Bridge.

Company to be taxed for Lands and Buildings in the ſame Proportion as adjoining Lands and Buildings.

XCI. And be it further enacted, That the ſaid Company of Proprietors ſhall, from Time to Time, be rated to all Parliamentary and Parochial Taxes and Aſſeſſments, for and in reſpect of the Lands and Grounds to be purchaſed or taken, and all Warehouſes or other Buildings to be erected by the ſaid Company of Proprietors in purſuance of this Act, in the ſame Proportion, and in the ſame Diſtricts reſpectively, as other Lands, Grounds, and Buildings lying near the ſame are or ſhall be rated, and as the ſame Lands, Grounds, and Buildings ſo to be purchaſed or taken, and erected, would be rateable in caſe the ſame were the Property of Individuals in their natural Capacity.

Maſters of Veſſels to give an Account of them and their Lading.

XCII. And be it further enacted, That the Maſter, Owner, and Manager of every Boat, Barge, and other Veſſel navigating upon the ſaid intended Canal and Collateral Cut, or any Part or Parts thereof, ſhall give a juſt Account in Writing, ſigned by the Maſter, Owner, or Perſon having the Rule or Command of every ſuch Boat, Barge, or other Veſſel, to the Collectors of the ſaid Tolls, Rates, and Duties, at the Place or Places where they ſhall attend for that Purpoſe, of what Quantities of Goods ſhall be in or belonging to each Boat, Barge, or other Veſſel, from whence brought, and where they reſpectively intend to land the ſame; and in caſe ſuch Maſter, Owner, or Manager ſhall neglect or refuſe to give ſuch Account, or ſhall give a falſe Account, or ſhall deliver any Part of his Loading or Goods at any other Place

or Places than what is or are mentioned in that Account, he shall forfeit and pay to the said Company of Proprietors, their Successors and Assigns, the several Sums or Penalties following; (that is to say), if the said Master, Owner, Manager, or Person having the Rule or Command of any such Boat, Barge, or other Vessel navigating on the said intended Canal and Collateral Cut, shall refuse to give such Account as herein-before directed, he shall forfeit and pay to the said Company of Proprietors the Sum of Ten Shillings for every Ton of Goods which shall be in such Boat or Vessel respectively, of which such Account shall have been refused to be given; and in case such Master, Owner, Manager, or Person having the Rule or Command of any such Boat, Barge, or other Vessel, shall give a false Account, that then and in such Case he shall forfeit and pay to the said Company of Proprietors the Sum of Twenty Shillings for each and every Ton exceeding the Number of Tons mentioned and contained in such Account so delivered and given in pursuance of the Directions of this Act, and also the like Sum of Twenty Shillings for every Ton, (and so in Proportion for more or less than a Ton), which shall be delivered at any other Place or Places than mentioned in the said Account in Writing so to be delivered in as aforesaid, over and above the respective Rates and Duties he is obliged to pay for the same; and in case of Neglect, Refusal, or Denial of Payment on Demand made of such Forfeiture or Forfeitures before mentioned, or any Part thereof, then and in every such Case the same shall be recovered and levied in such Manner and by such Methods as the said Rates and Duties hereby granted are herein-before directed and appointed to be recovered and levied.

under a Penalty.

For ascertaining the Tonnage of Timber, &c.

XCIII. And, for the better ascertaining the Tonnage of Timber, Wood, and other Things to be charged with the Payment of such Rates and Duties as aforesaid; be it further enacted and declared, That Forty Feet of Oak, Ash, or Elm Timber, or Fifty Feet of Fir or Deal Balk, Poplar, and other Wood, shall be deemed, rated, and estimated as and for One Ton Weight, and One hundred and twelve Pounds Avoirdupois Weight shall be deemed and taken as and for One hundred Weight of all other Articles, except Coal and Coke, and One hundred and twenty Pounds shall be deemed One hundred Weight of Coal or Coke, and Twenty of such hundred Weights, respectively, shall be deemed One Ton.

XCIV. And

XCIV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates and Duties, and the Master or Person having the Charge of any Boat, Barge, or Vessel, or the Owner of any Wares, Goods, or Merchandize, concerning the Weight or Quantity of the same, it shall be lawful for any such Collector to stop and detain any such Boat, Barge, or Vessel, and to weigh, measure, or gauge, or cause to be weighed, measured, or gauged, all such Goods, Wares, and Merchandize as shall be therein contained; and in case the same shall, upon such weighing, measuring, or gauging, appear to be of greater Weight or Quantity than such Master, Owner, or Person having the Care of the said Boat, Barge, or Vessel, affirmed the same to be, then such Master, Owner, or Person so affirming shall pay the Costs and Charges of such weighing, measuring, and gauging, all which said Costs and Charges, upon Refusal of Payment thereof upon Demand, shall and may be recovered and levied as the Rates and Duties are hereby appointed to be recovered and levied; but if such Goods, Wares, and Merchandize shall appear to be of the same, or of less Weight or Quantity than the Master, Owner, or Person so declared the same to be, then the said Collector or Collectors shall pay the Costs and Charges of such weighing, measuring, and gauging, and shall also pay to such Master or Person, or to the Owner or Owners of such Goods, Wares, and Merchandize, such Damages as shall appear to any Justice of the Peace within the District or Place wherein such Dispute may arise, on the Oath of One or more credible Witness or Witnesses, to have arisen from such Detention, and in Default of immediate Payment thereof by the Collector or Collectors, the same shall be recovered from the said Company of Proprietors by Action of Debt in any of His Majesty's Courts of Record.

Vessels may be weighed or measured in case of any Difference respecting the Rates.

By whom the Expences of weighing and measuring to be paid.

XCV. And be it further enacted, That all Persons whomsoever shall have free Liberty to use, with Horses, Cattle, and Carriages, the private Roads and Ways (except the Towing Paths) for the Purpose of conveying Coal, Stone, Timber, Corn, Grain, Malt, Meal, Flour, and other Goods, Wares, Merchandize, and Commodities whatsoever, to and from the said intended Canal and Collateral Cut, and also to navigate upon the said Canal and Collateral Cut, or the Trenches, Sluices, or Passages, with any Boats, Barges, or other Vessels, provided they navigate the same between the Hours of Six of the Clock in the Morning and Six in the

The Canal, and the Roads and Ways, open and free to all Persons, on paying the Rates.

the Evening, or within such other limited Times as the said Company of Proprietors may by any Bye-law direct or appoint, and to use the Wharfs or Quays hereby directed to be made, for loading and unloading Coal, Stone, Timber, Corn, Grain, Malt, Meal, Flour, and other Goods, Wares, Merchandize, and Commodities, and the said Towing Paths for haling and drawing such Boats, Barges, and Vessels, upon Payment of such Rates and Duties as shall be demanded by the said Company of Proprietors, not exceeding the Rates and Duties herein mentioned.

No Vessels to pass Locks, without Consent of Company, unless the same pays after the Rate of a Vessel of 30 Tons.

XCVI. Provided always, and be it further enacted, That no Boat, Barge, or other Vessel shall pass through any of the Locks to be made by virtue of this Act, without the Consent of the said Company of Proprietors, or their Clerk for the Time being, in Writing first had and obtained, unless such Boat, Barge, or other Vessel shall pay a Duty or Rate equal to what would be paid by a Vessel loaded with a Burthen of Thirty Tons, unless Waste Water shall be running over the Regulating Weirs of such Locks, or unless such Vessels shall be returning after having passed on the said Canal with a greater Burthen than Thirty Tons.

Company of Proprietors required to make Tunnels, Drains, &c. to prevent Obstruction of Watercourses.

XCVII. And, to the End that the said Navigation may be carried on with as little Damage to private Property as possible, be it further enacted, That the said Company of Proprietors shall, and they are hereby required, at their own proper Costs and Charges, to make or cause to be made such Arches, Tunnels, Drains, and other Passages, over, under, or into the said intended Canal and Collateral Cut, and the said Trenches, Streams, and Watercourses communicating therewith, and Towing Paths on the Sides thereof, of such Depth and Breadth as shall be sufficient at all Times to convey the Water from the Lands or Grounds adjoining or lying near to the said intended Canal and Collateral Cut, without obstructing or impounding the same by Reason or Means of such intended Canal or Collateral Cut, or the Towing Paths, Ways, Roads, Fences, Watercourses, Drains, or Works belonging to the said Navigation; and that all such Arches, Tunnels, Drains, and other Passages, shall from Time to Time be supported, maintained, and kept in good and sufficient Repair by the said Company of Proprietors; and if at any Time or Times after Two Calendar Months Notice in Writing shall be given, by or on Behalf of any Owner or Owners, Occupier or Occupiers of the said adjacent Lands or Grounds unto him, her, or themselves aggrieved

For keeping them in Repair.

grieved by the Obstruction of the said Watercourses, to any One of the said Committee for the Time being, or to some known Agent belonging to the said Company of Proprietors, or to some Collector of the said Rates and Duties, all such Arches, Tunnels, Drains, or other Passages shall not be made, cleansed, repaired, and maintained according to the true Intent and Meaning of this Act, it shall be lawful for any Person or Persons having an Order in Writing for that Purpose from the said Commissioners, from Time to Time, as often as there shall be Occasion, to make, cleanse, and repair such Arches, Tunnels, Drains, or other Passages, and the reasonable Expences thereof, to be ascertained by the said Commissioners, shall be defrayed by the said Company of Proprietors; and in case of Neglect or Refusal to satisfy the same for the Space of One Calendar Month after Demand thereof made upon their Clerk, or upon any Collector or Collectors of the said Rates and Duties, all such Expences shall and may be recovered and levied in such Manner as the Costs and Charges of making and erecting Bridges and other Works by the Owners or Occupiers of Land are by this Act directed and appointed to be recovered and levied.

For preserving Watering Places for Cattle.

XCVIII. And be it further enacted, That where by making the said intended Canal and Collateral Cut, any Cattle which used to depasture in the adjacent Lands or Grounds shall be deprived of their usual Watering Places, that then and in such Case the said Company of Proprietors shall, at their own proper Costs and Charges, set out and provide proper and convenient Places in the Lands adjoining to the said Navigation for Cattle to water at in all such Lands and Grounds where they were heretofore accustomed to drink and water as aforesaid, and to supply the said Watering Places with Water from and out of the said intended Canal and Collateral Cut if necessary.

Towing Paths to be fenced from the adjoining Lands.

XCIX. And be it further enacted, That the said Company of Proprietors shall, at their own proper Costs and Charges, divide and separate, and keep constantly divided and separated, the Towing Paths on the Side or Sides of the said intended Canal and Collateral Cut, Trenches, or Passages, or such Part or Parts thereof as shall be found necessary by the said Commissioners, from the Lands or Grounds adjoining to such Towing Paths, with a sufficient Post and Rail, Hedge, Ditch, Trench, Bank, or other Fence sufficient to keep in Sheep or other Cattle, to be set and made on the Lands and Grounds which shall be purchased by, conveyed to,

or vested in them as aforesaid, and shall maintain and support the same, and also shall, at their own proper Costs and Charges, make, erect, and set up, and from Time to Time maintain and support such and so many convenient Gates, Bridges, Stiles, and other Conveniences in, through, and over all the Hedges, Ditches, and Fences to be by them so made on the Sides of such Towing Paths as aforesaid, and also such and so many Bridges and Passages over, under, or through the said intended Canal and Collateral Cut, and the said Trenches, Streams, and Watercourses, and of such Dimensions and in such Manner as the said Commissioners shall from Time to Time judge necessary and appoint, for the Use of the Owners and Occupiers of the Lands and Grounds, Hereditaments, and Premises adjoining to such intended Canal and Collateral Cut, Trenches, Streams, Watercourses, and Towing Paths, or any of them respectively; and the said Company of Proprietors shall not make the said Canal or Collateral Cut, or any Trench or Watercourse, or any Part thereof, in or across any common Highway, publick Bridle Way, or Foot Path, until such Time as they shall, at their own Charges, have made and perfected such Bridge or Bridges over, or convenient Passages through, or Arch or Arches under the said Place or Places where the said Canal and Collateral Cut, or Trenches or Watercourses respectively, shall be intended to be made, for such Road, Way, or Path, and of such Dimensions and in such Manner as the said Commissioners shall adjudge proper; and all such Gates, Stiles, Bridges, Arches, and Passages so to be made, shall from Time to Time be supported, maintained and kept in sufficient Repair by and at the Expence of the said Company of Proprietors.

Convenient Bridges to be made over the said Canal and Collateral Cut.

C. And be it further enacted, That the said Company of Proprietors, their Successors and Assigns, shall, and they are hereby authorized and required, at their own Expence, for the more convenient Occupation of the Lands of the said Charles Pierrepont, to erect and build over the said Canal as many proper and sufficient Carriage Bridges within the Grounds belonging to the said Charles Pierrepont, not exceeding on an Average Three Bridges in One Mile, and at such Places as the said Charles Pierrepont, or his Heirs, shall direct, by Writing under his or their Hand or Hands, and at all Times for ever thereafter to keep and maintain the said Bridges in good and sufficient Repair, for the Use only of the said Charles Pierrepont, and his Heirs, and his and

Bridges to be made over the Canal within Mr. *Pierrepont's* Grounds.

their Tenants, Servants, and others authorized and allowed by him and them to pass and repass over the same.

If Company of Proprietors shall not make proper Fences, Bridges, &c. the Owners of the adjoining Lands may make same, and recover the Expences from the Company of Proprietors.

CI. And be it further enacted, That in case the said Company of Proprietors, or their Agents, shall fail or neglect to make, erect, and set up such Gates, Bridges, and Stiles, and other Conveniences, in and over the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, and Passages, over, under, or through the said intended Canal and Collateral Cut, and the said Trenches, Streams, and Watercourses as aforesaid, or to make such Watering Places for Cattle as hereinbefore directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands adjoining thereto, and from Time to Time to repair, maintain, and support such Gates, Bridges, Arches, Stiles, and Watering Places, when made, erected, and set up, of such Dimensions and in such Manner as the said Commissioners shall from Time to Time direct or appoint, for the Space of Three Calendar Months next after the Time to be appointed for those Purposes by the said Commissioners, then and in such Case it shall be lawful for every or any of the said Owners or Occupiers of the said adjacent Lands or Grounds, who shall find themselves, himself, or herself aggrieved by any such Failure or Neglect, to make, erect, and set up all such Gates, Stiles, Bridges, Arches, Watering Places, and all other Conveniences aforesaid as the said Commissioners shall have before directed or appointed to be made, erected, and set up by the said Company of Proprietors, and from Time to Time to repair and support the said Gates, Bridges, Arches, Stiles, and Watering Places, as Occasion shall require, (in case upon Application to the said Commissioners, after Three Calendar Months previous Notice to the Treasurer or Clerk to the said Company of Proprietors of such intended Application), the said Commissioners shall authorize and direct such Repairs as aforesaid, and all the reasonable Costs and Charges thereof respectively, to be settled and allowed by the said Commissioners, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands, who shall have so made and erected or repaired the said Gates, Stiles, Bridges, Arches, Passages, Watering Places, or other Conveniences as aforesaid, by the said Company of Proprietors, their Successors and Assigns, within the Space of Twenty Days next after the same shall have been so settled and allowed, and an Account and Demand shall have been delivered and made thereof; and on Default of Payment of the said Costs and Charges within the

Time

Time aforesaid, the said Commissioners shall and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of the Goods and Chattels of the said Company of Proprietors in or upon the said Canal and Collateral Cut, or the Wharfs, Quays, or Warehouses adjoining to or near the same respectively, to and for the Use of such Person and Persons who shall have so laid out and expended the same as aforesaid, rendering to the said Company of Proprietors, their Successors and Assigns, or to some of their Agents, the Overplus (if any such there be) after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Commissioners, or any Five or more of them; or otherwise, every or any of the said Owners or Occupiers of Lands, who shall have made, erected, or repaired any such Gates, Stiles, Bridges, Arches, Passages, Watering Places, and other Conveniences as aforesaid, upon the Failure or Neglect of the said Company of Proprietors, shall and may have such and the like Remedy against the said Company of Proprietors for the Recovery of such Costs and Charges, by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act mentioned and directed.

Owners and Occupiers of Land authorized to alter any such Fences, Bridges, &c. at their own Expence, with Consent of Committee.

CII. Provided always, and be it further enacted, That if the Owners or Occupiers of Lands or Grounds through which the said intended Canal and Collateral Cut shall be made, do or shall at any Time or Times thereafter find upon Experience that the several Gates, Stiles, Bridges, Arches, Passages, Watering Places, and other Conveniences which the said Commissioners, or any Five or more of them, shall have limited and directed to be made by the said Company of Proprietors, in, over, upon, or under the said intended Canal or Collateral Cut, or the Towing Paths thereof, are insufficient either in Number or Situation for the commodious Use and Occupation of their respective Lands and Grounds on both Sides, or on either Side of the said intended Canal or Collateral Cut, that then and so often as any such Case shall happen, it shall be lawful for any or every of such Owners or Occupiers of the said Lands or Grounds, with the Consent and Approbation of the said Committee for the Time being, or the major Part of them, upon Request made to them for that Purpose, or in case of their Refusal for the Space of Twenty-eight Days after such Request, then with the Consent and Approbation of the said Commissioners, or any Five or more of them, to make, fix, and erect, at their own Costs and Charges,

One or more Gate or Gates, Stiles, Bridges, Arches, Paſſages, Watering Places, or other Conveniences, of the ſame or the like Conſtruction with others made and erected by the ſaid Company of Proprietors, on, in, over, or near the ſaid intended Canal and Collateral Cut and Towing Paths, in ſuch Places as ſhall be found and judged moſt neceſſary and convenient for the better Uſe, Cultivation, or Occupation thereof, and to repair and ſupport the ſame at their own like Coſts and Charges, as Occaſion ſhall require, ſo as the Navigation of, in, or upon the ſaid Canal and Collateral Cut be not prevented or obſtructed thereby for any longer Space of Time, or in any other Manner than the ſame will neceſſarily be by any of the other Gates, Stiles, or Bridges to be made or erected in or over the ſaid Canal, Collateral Cut, and Towing Paths by the ſaid Company of Proprietors, their Succeſſors and Aſſigns as aforeſaid, and ſo as no Damage or Injury be thereby done to any of the Works of the ſaid Navigation.

Towing Paths to be uſed as a Bridle Way, &c. by the Occupiers of Lands.

CIII. And be it further enacted, That all Owners and Occupiers of Land through or adjoining to which the ſaid Towing Paths ſhall be made, ſhall have free Liberty to uſe the ſame as a Foot Way, Bridle Way, or Drift Way for their Cattle, through their reſpective Lands, and to or from their reſpective proper Watering Places; and in caſe any ſuch Owners or Occupiers as aforeſaid ſhall not give Way to the Horſes employed in haling ſuch Boats, Barges, or other Veſſels, or ſhall ſuffer his, her, or their Horſes or Cattle to ſtop or interrupt the Horſes employed in haling Boats, Barges, or other Veſſels as aforeſaid, every ſuch Owner or Occupier ſhall, for every ſuch Offence, forfeit any Sum not exceeding Twenty Shillings, nor leſs than Five Shillings, at the Diſcretion of the Juſtice to whom Complaint thereof ſhall be made; and all Perſons authorized to uſe the ſaid Towing Paths by themſelves, or with Horſes (not drawing), or other Cattle as aforeſaid, ſhall be liable to the like Penalties and Forfeitures for any Treſpaſs or Neglect herein ſpecified as Owners or Drivers of Horſes employed in haling Boats, Barges, or Veſſels as aforeſaid are ſubject and liable to by this Act; and that no Perſon or Perſons, Horſe or Horſes, except as aforeſaid, and except ſuch as ſhall be uſed and employed for the Purpoſe of making or repairing the ſaid Towing Paths, and the Works hereby authorized to be made and erected, ſhall be permitted to uſe and paſs upon the ſaid Towing Paths.

Company of Proprietors restrained from erecting Mills, &c.

CIV. And be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to enable the said Company of Proprietors to erect or build any Mill or Mills upon the said intended Canal or Collateral Cut, or upon any Lands or Grounds which shall be set out for the Towing Paths, Wharfs, or Quays on the Sides thereof, or to convert, employ, or use any Water that shall be brought into or discharged out of the said Canal, Collateral Cut, Trenches, or Sluices hereby authorized to be made, to or for the Use of any Mill or Mills hereafter to be erected near the same.

No Lock to be made upon the Collateral Cut.

CV. And be it further enacted, That the said intended Collateral Cut to Bingham aforesaid, shall be made and constructed without any Locks or Lock thereon, and that every Part thereof shall be of the same Level as that Part of the said intended Canal with which it is to communicate.

To impower the Miss *Charltons* to deepen their Mill Pond.

CVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to prevent or hinder Ann and Emma Charlton, Spinsters, the present Owners of a certain Mill upon the said River Devon, called Staunton Mill, or any future Owners or Owner of the same, from making the Pond of the said Mill of the Depth of Four Feet, and from keeping and preserving the said Pond at all Times hereafter of that Depth, for the more convenient working and using the said Mill.

Lords of Manors and Owners of Land may erect Wharfs, Quays, &c.

CVII. And be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to restrain or hinder any Lord or Lords of any Manor or Manors, or the Owner or Owners of any Lands or Grounds through which the said Canal and Collateral Cut shall be made, by virtue of this Act, from making, erecting, or using any Wharfs, Quays, Landing Places, Cranes, Weighing Beams, or Warehouses, in or upon their own respective proper Lands, Grounds, or Wastes, adjoining or near to the said intended Canal and Collateral Cut, or from landing any Goods or Merchandize, or other Things thereupon, or upon the Banks lying between the same and the said intended Canal and Collateral Cut, or from making or using proper and convenient Places for Boats, Barges, or other Vessels to lie in, turn, or pass by each other, so that the erecting or using thereof respectively shall and do not obstruct or prejudice the Navigation of the said intended Canal and Collateral Cut, or the Towing Paths on the Sides thereof; and all Rates, Dues, and Duties that shall be paid for the Use

and Benefit of the said Wharfs, Quays, Landing Places, Cranes, Weighing Beams, and Warehouses respectively, shall be, and the same are hereby vested in such Lord or Lords of such Manor or Manors, or the Owner or Owners of such Lands or Grounds, or Wastes, who shall make and erect such Wharfs, Quays, Landing Places, Cranes, Weighing Beams, or Warehouses, upon their respective own proper Lands, Grounds, or Wastes respectively, his, her, or their Heirs and Assigns, so that the Rates and Duties hereby granted to the said Company of Proprietors for Tonnage and Wharfage shall not be thereby reduced or altered.

If such Lords or Owners shall not, after proper Notice, erect sufficient Warehouses, &c. thereon, the same may be done by the Company.

CVIII. Provided nevertheless, That if any such Lord or Lords, Owner or Owners, shall not, within the Space of Six Calendar Months after Notice given in Writing by or on Behalf of the said Company of Proprietors, that any Part or Parts of such Lands, Grounds, or Wastes is or are intended to be used by them for the Purpose of erecting Wharfs, Warehouses, and Buildings for the Use of the said Navigation, make, erect, and maintain in substantial Repair, in the Opinion of the said Commissioners, or any Five or more of them, proper and sufficient Wharfs, Warehouses, and Buildings (agreeably to a Plan or Plans thereof, which is and are hereby required and directed to be delivered to such Lord or Lords, Owner or Owners, at the same Time or Times when such Notice or Notices shall be given as aforesaid) on the respective Part or Parts of the Lands, Grounds, or Wastes comprised and described in such Notice, for the Use of the said Company of Proprietors, and all and every other Person or Persons who shall convey any Goods, Wares, or Merchandize upon the said intended Canal and Collateral Cut, that then and in such Case the said Company of Proprietors shall have full and absolute Power and Authority, without any Hindrance or Restraint whatever, to make use of such Lands, Grounds, or Wastes, for erecting such sufficient Wharfs, Warehouses, and Buildings, agreeably to such Plan or Plans so delivered as aforesaid, first making Satisfaction for the same in such Manner as is herein directed with respect to other Lands and Grounds which shall be taken and used for the Purposes of this Act.

Company restrained from erecting or making Wharfs in *Woolsthorpe*, *Muston*, *Redmile*, and *Stainwood*.

CIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to authorize the said Company of Proprietors, or any Person or Persons employed by them, to erect or make any Wharf in the Parishes of Woolsthorpe, Muston, and Redmile aforesaid, or any of them, nor within

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the said Liberty of Stainwith, without the Consent of the Guardians of his Grace the Duke of Rutland during his Minority, or afterwards without the Consent in Writing of the said Duke or his Heirs, nor within the Parish of Bingham aforesaid, without the Consent of the said Philip Earl of Chesterfield, his Heirs or Assigns, any Thing in this Act contained to the contrary thereof notwithstanding.

Rates to be paid for Wharfage.

CX. And be it further enacted, That no more than the Sum of One Penny per Ton shall be demanded or taken for Wharfage by the said Company of Proprietors, Person or Persons, Land Owner or Land Owners, who shall or may at any Time hereafter make, erect, or build any Wharfs or Quays on any Part of the said intended Canal or Collateral Cut, by virtue of this Act, unless the Goods, Wares, or Merchandize which shall be laid thereon shall remain or continue on such Wharf or Quay for a longer Time than the Space of Twenty-four Hours, and One Penny per Ton per Week for every Week afterwards, and no more than Three-pence per Ton per Week for all Goods, Wares, or Merchandize which shall be put under Cover, or in Warehouses, at the Request of the Owners of such Goods; and that it shall be lawful for the said Company of Proprietors to make, erect, repair, and use any Crane or Cranes, Weighing Machine or Weighing Machines upon every Wharf or Quay, for the more convenient loading, unloading, and weighing of any Goods, in case the Proprietors of such Wharfs or Quays shall refuse to make, erect, and use the same within Six Calendar Months after they shall have received Notice in Writing for that Purpose from the said Company of Proprietors, and to take such Rates or Prices for the Weighing or Cranage of such Goods as shall be settled by the said Commissioners, or any Five or more of them.

Weighing Engines to be erected.

Names of Masters to be painted on the Vessels.

CXI. And, for the better regulating the Masters and Owners of Boats or Barges, Bargemen, and others employed by or under them respectively, be it further enacted, That every Master or Person having the Rule or Command of any Boat, Barge, or other Vessel passing on the said intended Canal or Collateral Cut, shall cause his or her Name and Place of Abode to be set in large Capital Letters, painted White, on each of the Outsides of every such Boat, Barge, or other Vessel, higher than the same shall sink into the Water, when full loaded, and the progressive Number of his or her Boat, Barge, or other Vessel, in Figures not less than Three Inches in Height, and shall also permit and suffer every such Boat,

Vessels may be measured by the Company.

Barge,

Barge, or other Veſſel to be meaſured, at the Expence of the ſaid Company of Proprietors, whenever it ſhall be required by the ſaid Company of Proprietors, or ſuch Perſon or Perſons as ſhall be appointed by them for that Purpoſe, provided that no ſuch Boat, Barge, or other Veſſel ſhall be meaſured more than Twice in any One Year; and every Owner, Maſter, or other Perſon having the Rule or Command of any Boat, Barge, or other Veſſel, who ſhall refuſe or neglect to put his or her Name, Place of Abode, and progreſſive Number of his or her Boats, Barges, or other Veſſels, on any ſuch Boats, Barges, or other Veſſels in Manner aforeſaid, or ſhall alter, deface, eraſe, or deſtroy any Letter or Figure deſcribing ſuch Name and Place of Abode, and Number of any ſuch Boat, Barge, or other Veſſel as aforeſaid, or ſhall refuſe to have his or her Boat, Barge, or other Veſſel meaſured as aforeſaid, he or ſhe ſhall, for every ſuch Offence reſpectively, forfeit and pay to the ſaid Company of Proprietors a Sum not exceeding Five Pounds, nor leſs than Forty Shillings.

Penalty on Maſters not putting their Names, &c. on their Veſſels.

CXII. And be it further enacted, That the Maſter or Owner of every Boat, Barge, or other Veſſel navigating on the ſaid intended Canal or Collateral Cut ſhall be and is hereby made anſwerable for any Damage, Spoil, or Miſchief that ſhall be done by his or her Boat, Barge, or other Veſſel, or by any of the Boatmen, Bargemen, or Watermen belonging to or employed in or about the ſame reſpectively, unto any of the Bridges, Weirs, Locks, Dams, Engines, or other Works, in, upon, or near the ſaid intended Canal or Collateral Cut, or by loading or unloading any Boat, Barge, or other Veſſel, and for any Treſpaſs or Damage that ſhall or may be done to the Owners or Proprietors of any Buildings, Erections, Lands, Tenements, Hereditaments, or Premiſes adjoining to the ſame, or any of them, other than is authorized by this Act; and the ſaid Maſter or Owner of ſuch Boat, Barge, or other Veſſel, ſhall and may be ſued and proſecuted for the ſame in any Court of Record whatſoever, and, if found guilty, or a Verdict paſs againſt him or her, or Judgement be given againſt him or her upon Demurrer, or by Default, the Plaintiff in any ſuch Caſe ſhall recover his or her Damages thereby ſuſtained, with Double Coſts of Suit.

Owners of Veſſels anſwerable for Damage done by their Bargemen.

CXIII. And be it further enacted, That in caſe the Maſter or Owner of any Boat, Barge, or other Veſſel navigating or paſſing on the ſaid intended Canal or Collateral Cut ſhall be compelled to pay any Penalty, or to make Satisfaction for any Damage by reaſon of any

Maſters to recover back from their Servants Sums paid for their Defaults.

wilful Act or Default done or committed by his or her Servant or Servants, every such Servant shall be liable to repay such Penalty to such Master or Owner, and in case of Nonpayment upon Demand thereof, and Oath made by such Master or Owner of the Payment by him or her of such Penalty or Satisfaction, and that the same hath not been repaid to him or her by such Servant, although demanded, such Oath to be made before One Justice of the Peace for the County or Place where such Penalty and Satisfaction shall have been recovered, the same Penalty and Satisfaction shall be levied by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale, and the Penalty or Satisfaction, when recovered, shall be paid to such Master or Owner in Discharge of such Penalty or Satisfaction so by him or her paid for the wilful Act or Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice of the Peace shall and is hereby required to commit such Servant to the Common Gaol or House of Correction for the County or Place in which such Act or Default shall have been committed as aforesaid, there to remain, without Bail or Mainprize, for any Time not exceeding Two Calendar Months.

For punishing Persons wilfully destroying any of the Works, or obstructing the Navigation.

CXIV. And be it further enacted, That if any Person or Persons shall wilfully, maliciously, and to the Prejudice of the said Navigation, break, throw down, damage, or destroy any Bank or Banks, or other Works to be erected or made by virtue of this Act, or do any other wilful Hurt or Mischief, or obstruct, hinder, or prevent the carrying on, completing, supporting, or maintaining of the said intended Navigation, or any Works by this Act authorized to be made, such Person or Persons shall be adjudged guilty of Felony, and every such Felon shall be subject to the like Pains and Penalties as in Cases of Felony, and the Court by or before whom such Person or Persons shall be tried and convicted shall and hereby have Power and Authority to cause such Person or Persons to be punished in like Manner as Felons are directed to be punished by the Laws and Statutes of this Realm, or in Mitigation of such Punishment may, if they think fit, award such Sentence as the Law directs in Cases of Petit Larceny, or otherwise every Person so offending, and being thereof lawfully convicted, on the Oath of One credible Witness, before One or more of His Majesty's Justices of the Peace for the County or Place where such Offence shall be committed, shall forfeit any

any Sum not less than Double the Value of the Damage proved upon Oath to be done, at the Discretion of such Justice or Justices, such Penalty, together with reasonable Costs, to be levied by Distress and Sale of the Goods and Chattels of such Offender, rendering the Overplus, if any, to such Offender, or such Offender shall and may be committed to the Common Gaol for the County or Place where such Offence shall have been committed, for any Time not exceeding Six Calendar Months, at the Discretion of the Justice or Justices before whom such Offender shall be convicted.

Company to make Spaces or Places for Vessels to lie in, and pass each other.

CXV. And be it further enacted, That the said Company of Proprietors shall and may, and they are hereby required, in such Parts of the said intended Canal and Collateral Cut, Trenches, or Sluices, as shall not be of sufficient Breadth for admitting a Boat, Barge, or other Vessel to turn about and lie, or Two Boats, Barges, or other Vessels to pass each other, to open or cut proper Spaces or Places in the Lands adjoining to the said Canal and Collateral Cut, Trenches, or Sluices, at convenient Distances from each other, for the turning, lying, and passing of any such Boats, Barges, or other Vessels, and that the Boats, Barges, and other Vessels haled or navigated upon the said intended Canal and Collateral Cut, Trenches, or Sluices, shall, upon meeting any other Boat, Barge, or other Vessel, stop at, or go back to and lie in the said Spaces or Places in such Manner as the said Company of Proprietors, or the said Committee, or the major Part of them, shall direct and appoint.

Penalty on Persons navigating for suffering Water to remain in the Locks longer than is necessary;

and also on not properly opening and shutting the Gates of the Locks.

CXVI. And be it further enacted, That no Boatman, Bargeman, or his Agents or Servants, navigating any Boat, Barge, or other Vessel upon the said intended Canal and Collateral Cut, and passing with such Boat, Barge, or other Vessel through any Lock to be made upon the said intended Canal and Collateral Cut, shall suffer the Water to remain in the Lock longer than is necessary for his Boat, Barge, or other Vessel to pass through any such Lock, and also that every such Boatman, Bargeman, or other Person as aforesaid, in going down the said Canal or Collateral Cut, shall shut the lower Gates of such Lock before he or they shall draw the Cloughs of the upper Gates thereof, and after he or they shall have brought his or their Boat, Barge, or other Vessel into the said Lock shall shut close the upper Gates before he or they shall draw the Cloughs of the lower Gates thereof, and in going up the said intended Canal or Collateral Cut shall, so soon as he or they shall have passed with

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his or their Boat, Barge, or other Vessel, out of the said Lock, shut the upper Gates of the said Lock, and afterwards draw the Cloughs of the lower Gates, unless there shall be then a Boat, Barge, or other Vessel in Sight from the said Lock, coming down the said intended Canal or Collateral Cut, in which Case the lower Gates of the said Lock shall be left shut, and the upper Gates shall be left open; and in all dry Seasons, when there shall be a Scarcity of Water in the said intended Canal or Collateral Cut, the Vessel going up the same, if within Sight from or within the Distance of Two hundred Yards below any Lock, shall pass through such Lock before the Boat, Barge, or other Vessel coming down, and then the Boat, Barge, or other Vessel next above shall come down, and whenever there shall be a Scarcity of Water, if there are more Boats, Barges, or other Vessels than One below and One above any Lock at the same Time, in such dry Seasons, within the Distance aforesaid (at which Distance a Post or Mark shall be set up or made for that Purpose), such Boats, Barges, or other Vessels shall go up and come down at such Lock by Turns as aforesaid, till all the said Boats, Barges, or other Vessels going up or coming down shall have passed, by which Means One Lock full of Water may serve Two or more Boats, Barges, or other Vessels; and every Person offending in all or any of the Cases aforesaid, and being convicted thereof before any Justice of the Peace, upon the Oath of One or more credible Witness or Witnesses, as also the Master or other Person having the Command of such Boat, Barge, or other Vessel, shall, for every such Offence respectively, forfeit a Sum not exceeding Five Pounds nor less than Forty Shillings.

Penalty on Persons obstructing the Navigation;

CXVII. And be it further enacted, That if any Boat, Barge, or other Vessel shall be placed in any Part of the said intended Canal or Collateral Cut, or of any Trench, Sluice, or Passage aforesaid, so as to obstruct the Navigation, and the Person having the Care of such Boat, Barge, or other Vessel shall not immediately upon Request made remove the same, he shall, for every such Offence, forfeit and pay any Sum not exceeding Twenty Shillings, nor less than Five Shillings, for every Hour such Obstruction shall continue; and it shall be lawful for any of the Agents or Servants of the said Company of Proprietors, or any of them, to cause any such Boat, Barge, or other Vessel to be unloaded, if necessary, and to be removed in such Manner as shall be proper to prevent such Obstruction in the Navigation, and to detain and keep such Boat, Barge, or other Vessel, and the Loading thereof,

or any Part of such Loading, until the Charges occasioned by such Removal are paid; and if any Boat, Barge, or other Vessel shall be sunk in the said intended Canal or Collateral Cut, or in any Trench aforesaid, and the Owner or Owners, Person or Persons having the Care of such Boat, Barge, or other Vessel, shall not without Loss of Time weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company of Proprietors, or any of them, to cause such Boat, Barge, or other Vessel to be weighed or drawn up, and to detain the same until Payment of all the Expences necessarily occasioned thereby, or in anywise relating thereto.

and Vessels sunk may be weighed up by the Company, at the Expence of the Owners.

CXVIII. And be it further enacted, That if any Person or Persons shall float any Timber upon the said intended Canal or Collateral Cut, or load any Boat, Barge, or other Vessel with Timber, so that the same shall lay over the Sides of such Boat, Barge, or other Vessel so laden, or shall overload any Boat, Barge, or other Vessel navigating in or upon the said intended Canal, Collateral Cut, Trenches, Sluices, or Passages, and when so overloaded shall put such Boat, Barge, or other Vessel into the said intended Canal, Collateral Cut, Trenches, Sluices, or Passages, so as to obstruct the Passage of any other Boat, Barge, or other Vessel, and shall not immediately, upon Notice given to the Owner or Owners, Person or Persons, having the Care of such Boat, Barge, or other Vessel so obstructing the Passage as aforesaid, haul such Boat, Barge, or other Vessel back into such Place or Places as shall be proper or made for Boats, Barges, or other Vessels to pass each other, every such Owner or Owners, Person or Persons, floating such Timber, or having the Care of such Boat, Barge, or other Vessel, shall forfeit and pay, for every such Offence, a Sum not exceeding Twenty Shillings, nor less than Five Shillings, to the said Company of Proprietors, to be laid out and employed towards maintaining the Works of the said Navigation, and to no other Use or Purpose whatsoever.

Penalty for obstructing the Navigation with Timber, or by overloading:

CXIX. And be it further enacted, That if any Person or Persons shall wilfully throw any Ballast, Gravel, Stones, or Rubbish into any Part of the said Canal or Collateral Cut, or any Trenches or Watercourses to be made or maintained by virtue of this Act, every such Person shall, for every such Offence, forfeit a Sum not exceeding Five Pounds nor less than Twenty Shillings.

And on Persons throwing Rubbish, &c. into the Canal, &c.

The Canal not to be under the Controul of the Commissioners of Sewers.

CXX. And be it further enacted, That the said intended Canal and Collateral Cut, or any Works whatsoever to be made by virtue of the Powers granted by this Act, shall not be subject to the Controul, Direction, Survey, or Order of any Commission of Sewers, or to any Law or Statute relating to Sewers, any Law or Statute relating thereto to the contrary notwithstanding.

Persons navigating on the Canal or Collateral Cut, not to take or destroy Fish or Game.

CXXI. And be it further enacted, That if any Person or Persons navigating or working, or being on Board any Boat, Barge, or other Vessel upon the said intended Canal or Collateral Cut (not being qualified by Law so to do), shall carry with him or them, or have on Board any Boat, Barge, or other Vessel, any Fishing Net, Gun, Engine, or other Instrument for taking or destroying, and with an Intent to take and destroy Fish or Game, such Person or Persons, being thereof lawfully convicted by his own Confession, or on the Oath of One or more credible Witness or Witnesses, before One or more of his Majesty's Justices of the Peace for the said Counties of Lincoln, Leicester, and Nottingham, and Town and County of the Town of Nottingham respectively, as the Case may be, shall, for every such Offence, forfeit and pay the Sum of Five Pounds; and in case any Master, or other Person having the Command of any Boat, Barge, or other Vessel, shall knowingly suffer or permit any Person or Persons (not being duly authorized so to do) to have, carry on Board, or make use of any Fishing Net, Gun, Engine, or other Instrument for taking or destroying Fish or Game, and being thereof convicted as aforesaid before One or more Justice or Justices of the Peace for the said Counties of Lincoln, Leicester, and Nottingham, and Town and County of the Town of Nottingham respectively, every such Master or Person shall, for every such Offence, forfeit and pay the Sum of Five Pounds.

Five Plans with References, Copies thereof to be signed by the Speaker of the House of Commons.

CXXII. And whereas a Survey has been taken to ascertain the Practicability of making the said intended Canal and Collateral Cut, and a Map or Plan, with a proper Book of Reference thereto, hath been made in Consequence thereof, in order to shew the Line or Course of the said Canal and Collateral Cut, be it therefore further enacted, That there shall be Five Parts made of the said Map or Plan, and Book of Reference, which shall be certified by the Right honourable the Speaker of the Honourable House of Commons, and severally deposited with the Clerks of the Peace for the Parts of Kestevern, in the said County of Lincoln, and for the said Counties of Leicester, Nottingham, and Town and County of the

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Town of Nottingham respectively, and with the Clerk to the said Company of Proprietors, to which all Persons shall have Liberty to resort, and examine and make Extracts or Copies thereof, as Occasion shall require; and the said Maps or Plans, and Books of Reference, so certified, or true Copies thereof, shall be and are hereby declared to be good Evidence in all Courts of Law, or elsewhere, and the Clerk for the Time being to the said Company of Proprietors, upon Twenty-one Days Notice to him given for that Purpose, shall and is hereby required from Time to Time to produce the said Map or Plan before the said Commissioners, or any Jury or Juries to be impannelled by virtue of this Act, at the Time and Place to be mentioned in such Notice, in order that the same may be then and there given in Evidence.

Power to deviate 100 Yards from the Line laid down in the Plan.

CXXIII. And be it further enacted, That the said Company of Proprietors, in making the said intended Canal, shall not deviate more than One hundred Yards from the Course or Direction delineated in the said Map or Plan, and set forth in the said Book of Reference, nor cut, carry, or convey the same Canal into, through, across, under, or over any Part or Parts of the several Estates, Lands, or Grounds, now or late belonging to or reputed to belong to the said several and respective Persons named or described in the said Book of Reference, other than within the like Distance of One hundred Yards from such Part or Parts as are mentioned in the said Book of Reference in that Behalf, nor belonging to any other Person not named in such Book of Reference, without the Approbation and Consent in Writing, signed by the Person or Persons to whom such Estates, Lands, and Grounds do or shall respectively belong.

For varying the Line in the Parish of *Hickling*.

CXXIV. And whereas it hath been agreed upon by and between the said Company of Proprietors, and the Reverend Robert Barker Rector of Hickling aforesaid, and John Collishaw of the same Place, that the Line or Course of the said intended Canal, near the Town of Hickling aforesaid, shall be altered in the Manner hereinafter mentioned; be it therefore further enacted, That instead of the Line or Course of the said Canal, near the said Town of Hickling, specified and set forth in the said Map or Plan, and Book of Reference, the said Company of Proprietors shall cut and make the said Canal from the Dwelling House of Thomas Burrows, at Hickling aforesaid, in a direct Line through a Piece of Land, called The Home Close, belonging to the said John Collishaw,

liſhaw, and then to proceed along the North Side of certain Cloſes of the ſaid Robert Barker, called Norbrook and Moory Wong, cloſe to the Hedge or Fence which divides the ſaid Cloſes from certain Cloſes of the ſaid John Colliſhaw, called alſo Norbrook and Moory Wong, to that Part of the Fence which divides the ſaid Cloſe of the ſaid Robert Barker, called Moory Wong, from a Cloſe of the ſaid John Colliſhaw, called Kettle Wong, which the Line or Courſe of the ſaid Canal, as now ſpecified in the ſaid Map or Plan, paſſes through.

For varying Line in *Cropwell Butler*.

CXXV. And whereas it has been agreed upon between the ſaid Company of Proprietors, and Jonas Bettiſon Eſquire, Joſeph Marriott the elder, and Joſeph Marriott the younger, Gentlemen, Truſtees for Mary Ann Chaworth Spinſter, a Proprietor of Lands in the Pariſh of Cropwell Butler aforeſaid, that the Line of the ſaid intended Collateral Cut, in the ſaid Pariſh of Cropwell Butler, ſhall be altered in Manner herein-after mentioned; be it therefore further enacted, That inſtead of the Line ſpecified and ſet forth in the ſaid Plan and Book of Reference, in a certain Cloſe in the ſaid Pariſh of Cropwell Butler, adjoining the Dwelling Houſe and other Buildings of the ſaid Joſeph Marriott the elder, Eaſtward, and the Road leading to Newark, Southward, in the Occupation of the ſaid Joſeph Marriott the elder, the ſaid Company of Proprietors ſhall carry the ſaid intended Collateral Cut cloſe by and along the Fence which bounds the ſaid Cloſe on the Weſt End thereof, unleſs the ſaid Company of Proprietors ſhall be authorized, by any Writing under the Hand or Hands of the Proprietor of the ſaid Cloſe, her or his Truſtee or Truſtees, to carry the Line of the ſaid intended Collateral Cut according to the Direction now ſpecified in the ſaid Plan and Book of Reference, or in any other Line that may be thought more proper; and alſo, that the ſaid Company of Proprietors ſhall and do, at their own Expence (if the ſaid Truſtees ſhall by Writing under their Hands require it) make and erect Two good and ſufficient Carriage Bridges over the ſaid intended Collateral Cut, where the ſame interſects the Lands of the ſaid Mary Ann Chaworth, in Cropwell Butler aforeſaid, in ſuch Places as the Truſtees of the ſaid Mary Ann Chaworth, during her Minority, ſhall direct and appoint, between the Lane leading from Cropwell Butler to Newark upon Trent aforeſaid on the South, and the Boundaries of the Pariſh of Bingham aforeſaid on the North.

Bridges to be made by Company over Collateral Cut within Miſs *Chaworth*'s Lands.

Errors in deſcribing the Line not to prevent making the Canal.

CXXVI. Provided always, and be it further enacted and declared, That the ſaid Company of Proprietors

shall and may make the said intended Canal and Collateral Cut into, through, across, or over the Estates, Lands, or Grounds of any Person or Persons whomsoever, whose Name or Names shall appear, to the Satisfaction of the said Commissioners, and be by them certified under their Hands to have been by Mistake omitted in the said Book of Reference, or across any Roads, Brooks, or Rivulets which shall so appear and be certified to have been omitted by Mistake in Manner as aforesaid, and also where it shall appear to the Satisfaction of the said Commissioners, and be by them certified as aforesaid, that instead of the Name or Names of the Owner or Owners of such Estates, Lands, or Grounds, the Name or Names of some other Person or Persons to whom such last mentioned Estates, Lands, and Grounds do not belong, hath or have been inserted by Mistake therein.

Saving the Rights of Lords of Manors, &c. to Mines,

CXXVII. And be it further enacted, That nothing in this Act contained shall extend, or be construed to extend, to defeat, prejudice, or affect the Right of any Lord or Lords of any Manor or Manors, or of any Owner or Owners of any Lands or Grounds, to the Mines, Minerals, or Quarries lying or being within or under the Lands or Grounds to be set out or made use of for the Purposes of this Act, but all such Mines, Minerals, and Quarries are hereby reserved for such Lord or Lords of such Manor or Manors, and to such Owner or Owners respectively, their Heirs or Assigns, and that it shall be lawful for the Lord or Lords of such Manor or Manors, and such Owner or Owners of such Lands or Grounds respectively, to carry away, to his or their own Use, from any such Mines or Quarries, any Ore, Minerals, or Stones, which may be dug or gotten in the same, provided no Injury or Prejudice be done to the said intended Canal or Collateral Cut, Towing Paths, Wharfs, Quays, Trenches, Sluices, Levels, Passages, Watercourses, or other the Conveniences made or erected for the Purposes of the said Navigation; and the said Lord and Lords, or Owner and Owners of all and every Manor and Manors, shall have and be entitled to the sole, several, and exclusive Right of Fishery of and in so much of the said intended Canal, Collateral Cut, Trenches, and Sluices, as shall be made over or through the Commons or Waste Lands within his or their Manor or Manors respectively, and also in, over, or through any other Lands or Grounds lying within any such Manor or Manors, wherein such Lord or Lords, or Owner or Owners now hath or have, or is or are entitled to the Right of Fishery in the Pits, Ponds, and Waters now being in

and the Right of Fishery,

such last-mentioned Lands or Grounds respectively, and that the Owner or Owners of all other Lands or Grounds through which the said Canal and Collateral Cut shall be made, shall also have and be entitled to the like sole, several, and exclusive Right of Fishery of and in so much of the said intended Canal, Collateral Cut, Trenches, and Sluices as shall be made in, over, or through his, her, or their Lands or Grounds respectively, so as in the Use and Exercise of the said Right of Fishery the said Canal, Collateral Cut, Trenches, and Sluices, and the Towing Paths, Banks, or other Works or Conveniences hereby authorized to be made, shall not be prejudiced or obstructed, or any Water drained or exhausted from or out of the said intended Canal, Collateral Cut, Trenches, or Sluices, and so as the said Company of Proprietors, or their Agents, Servants, or Workmen, or any of them, shall not be liable to any Penalty, Action, or Prosecution, for or by Reason of the taking or destroying of any Fish in the said intended Canal, Collateral Cut, Trenches, or Sluices, which shall be taken, killed, or destroyed through or by Means of the letting off the Water out of the said intended Canal, Collateral Cut, Trenches, or Sluices, for or upon Account of any Repairs or Works to be done in or about the same; and it shall be lawful for the Lord or Lords of such Manor or Manors, and the Owner or Owners of such Lands or Grounds (being qualified by Law so to do) to take and kill Game upon so much of the said intended Canal, Collateral Cut, Trenches, Sluices, Towing Paths, and other the Lands and Grounds to be set out for the Use of the said Navigation as shall be made through their respective Lands or Grounds as aforesaid; any Thing herein contained to the contrary notwithstanding.

and killing Game.

No Buildings to be erected by the Company, but for the Purposes of the Navigation.

CXXVIII. And be it further enacted, That nothing herein contained shall extend, or be construed to extend, to impower the said Company of Proprietors to erect any Houses or other Buildings, except such Warehouses, Watch-houses, or other Works as shall be necessary for making, using, preserving, and maintaining the said Navigation, upon any of the Lands or Grounds which shall be set out and ascertained for the said intended Canal and Collateral Cut, or the Towing Paths, Wharfs, Quays, or other Conveniences for the Use of the said Navigation, unless they shall first obtain the Consent of the Person or Persons who was or were Owner or Owners of such Lands or Grounds at the Time of the setting out the same, his, her, or their Heirs or Assigns, under his, her, or their Hand and Seal,

Seal, or Hands and Seals respectively; and that in case any House or other Building (except as aforesaid) shall be erected upon any such Lands or Grounds, without such Consent as aforesaid, it shall be lawful for the Person or Persons who was or were Owner or Owners of such Lands or Grounds at the Time of the setting out the same as aforesaid, his, her, or their Heirs or Assigns, to take or pull down and remove such Houses and other Buildings, without being guilty of any Trespass, or liable to any Action or Prosecution for so doing.

Owners and Occupiers of Lands may use Boats under certain Restrictions.

CXXIX. And be it further enacted, That it shall be lawful for the Owners and Occupiers of any Lands or Grounds adjoining to the said intended Canal and Collateral Cut, to use upon the said Canal and Collateral Cut any Pleasure Boat or Boats, or any other Boat or Boats for the Purpose of Husbandry only, or for conveying Cattle from One Farm, or Part of a Farm and Lands, to any other Farm or Lands of the same Owner or Occupier, without Interruption from the said Company of Proprietors, or their Agent or Agents, and without paying any Rate or Duty for the same, so as such Boat or Boats do not pass through any Lock to be made on the said Navigation without the Consent of the said Company of Proprietors, or be employed for carrying any Goods, Wares, or Merchandize to Market, or for Sale, or any Person or Persons for Hire, and so as the same shall not obstruct or prejudice the said Navigation, or the Towing Paths, or obstruct any Boats passing upon the said Navigation liable to pay the Rates or Duties aforesaid; and the Owner or Owners of all such Pleasure Boats or other Boats shall, in his, her, and their own Lands or Grounds, make convenient Places for such Boats to lie in, and shall not suffer them to be moored or remain upon the said intended Canal or Collateral Cut.

Lands not used by the Company to be reconveyed.

CXXX. And be it further enacted, That if the said Company of Proprietors shall be in Possession of any Lands or Grounds, by virtue of this Act, for the Space of Ten Years, without making the said intended Canal and Collateral Cut, through the same, or if the said Canal and Collateral Cut shall be made and completed, and afterwards discontinued or disused for the Space of Five Years, then and in either of the said Cases, from and immediately after the Expiration of the said Ten Years without making, or Five Years after disusing the said Navigation as aforesaid, the said Company of Proprietors shall convey all their Right, Property, and Interest in or to such Lands or Grounds respectively unto

the ſeveral and reſpective Perſons, or Bodies Politick, Corporate or Collegiate, or their Heirs, Succeſſors, or Aſſigns, who were the Owners or Proprietors thereof immediately before the ſaid Company of Proprietors became ſeiſed of the ſame, in caſe they or any of them ſhall think fit to become Purchaſers thereof, and to pay ſuch valuable Conſideration for the ſaid Lands and Grounds to the ſaid Company of Proprietors, as the ſaid Commiſſioners, or any Five or more of them, ſhall adjudge reaſonable; and in caſe any Difference ſhall happen in the aſcertaining thereof by the ſaid Commiſſioners, then as any Jury, to be impannelled in the Manner herein-before directed, ſhall aſcertain or award to be paid for the ſame, ſo that ſuch Conſideration, to be aſcertained by ſuch Commiſſioners, or to be awarded by ſuch Jury ſo to be impannelled as aforeſaid, do not exceed the Sum or Sums of Money firſt paid by the ſaid Company of Proprietors for the Purchaſe of ſuch Lands or Grounds; and in caſe the ſaid Company of Proprietors, upon the Payment or Tender of ſuch valuable Conſideration as aforeſaid for ſuch Lands or Grounds, ſhall refuſe or neglect to convey the ſame as aforeſaid, then and in ſuch Caſe ſuch Lands or Grounds, upon Tender of ſuch Conſideration as aforeſaid to the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall revert to and be thenceforth veſted in the ſaid ſeveral and reſpective Perſon or Perſons, Bodies Politick, Corporate or Collegiate, his, her, or their Heirs, Succeſſors, or Aſſigns; and in caſe an Annual Rent ſhall have been paid for the ſaid Lands and Grounds ſo to be taken in Manner aforeſaid for the Uſe of the ſaid Navigation, then ſuch Rents ſhall ceaſe and determine, and ſuch Sum or Sums of Money ſhall be paid for Damages done to the ſaid Lands or Grounds by the ſaid Company of Proprietors, to the Perſon or Perſons, Bodies Politick, Corporate or Collegiate, or his, her, or their Heirs, Succeſſors, or Aſſigns, to whom ſuch Lands or Grounds ſhall be reconveyed or revert as aforeſaid, as the ſaid Commiſſioners or Jury reſpectively ſhall aſcertain or award, ſuch Sum or Sums of Money, in Default of Payment at the Time to be fixed by ſuch Commiſſioners or Jury reſpectively, to be recovered in ſuch Manner as any other Damages are to be recovered by virtue of this Act.

The Canal and Collateral Cut to be meaſured, and Stones ſet up to aſcertain the Rates.

CXXXI. And be it further enacted, That the ſaid intended Canal and Collateral Cut ſhall be meaſured, and Stones or Poſts erected on the Sides thereof reſpectively, at a Quarter of a Mile Diſtance from each other, and that all Goods, Wares, and Merchandize

which are made liable to the several Rates and Duties hereby imposed, that shall be navigated, carried, or conveyed upon the said intended Canal and Collateral Cut, up to or past any of the Stones or Posts so to be erected, shall be charged with and pay the said Rates and Duties for One Quarter of a Mile for every Stone they shall so pass by, in Proportion to the Rates herein before granted.

For compelling Subscribers to pay their Subscription Money.

CXXXII. And be it further enacted, That the several and respective Persons who have subscribed, or shall subscribe and engage to advance any Money for and towards making and maintaining the said intended Canal and Collateral Cut, shall, and they are hereby required to pay the Sum or Sums of Money by them respectively subscribed and engaged to be advanced, or such Parts or Proportions thereof as shall from Time to Time be called for by the said Company of Proprietors, their Successors or Assigns, or the said Committee, under and by virtue of the Powers and Directions of this Act; and in case such Person or Persons shall neglect or refuse to pay the Monies by him, her, or them subscribed and engaged to be advanced as aforesaid, or the Parts or Proportions thereof so called for, at the Time and in Manner required for that Purpose, it shall be lawful for the said Company of Proprietors to sue for and recover the same in any Court of Law or Equity.

Recovery of Penalties and Forfeitures.

CXXXIII. And be it further enacted, That all Penalties or Forfeitures for Offences against this Act, or any Rule, Bye Law, or Order to be made by the said Company of Proprietors as aforesaid, shall, upon Proof of the Offences respectively before any Justice or Justices of the Peace for the said Counties of Lincoln, Leicester, or Nottingham, or for any Town or Place having a separate Jurisdiction within the same Counties respectively, as the Case may be, either by the Confession of the Party or Parties, or by the Oath of any credible Witness or Witnesses, be levied by Distress and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hands and Seals of such Justice or Justices (which Warrant such Justice or Justices is or are hereby impowered and required to grant), and the Overplus, after such Penalties or Forfeitures, and the Charges of such Distress and Sale, are recovered and deducted, shall be returned, upon Demand, to the Owner or Owners of such Goods and Chattels; and in case sufficient Distress cannot be found, or such Penalties or Forfeitures shall not be forthwith paid, it shall be lawful for such Justice or Justices, by Warrant under his or their Hand and

Seal, or Hands and Seals, to cause such Offender or Offenders to be committed to the Common Gaol for either of the said Counties, or other Places having separate Jurisdictions as aforesaid, as the Case may be, there to remain, without Bail or Mainprize, for such Time as such Justice or Justices shall direct, not exceeding Six Calendar Months, unless such Penalties or Forfeitures, and all reasonable Charges attending the Recovery thereof, shall be sooner paid and satisfied; and all such Penalties and Forfeitures, the Application whereof is not herein-before particularly directed, shall go and belong to the said Company of Proprietors, and be applied for the Purposes of this Act.

CXXXIV. And be it further enacted, That for the more easy and speedy Conviction of the Person or Persons who shall or may incur any of the Fines, Penalties, or Forfeitures of this Act, all and every Justice or Justices of the Peace before whom any such Person or Persons shall be convicted, shall and may cause the Conviction to be drawn up in the following Form of Words, as the Case shall happen, or in any other Form of Words to the same Effect:

Form of Conviction.

BE it remembered, That on the Day of in the Year of the Reign of His Majesty King *George* the Third, *A. B.* is convicted before of His Majesty's Justices of the Peace for the County [*or* Place] aforesaid, [*specifying the Offence, and Time and Place when and where the same was committed, and the Fines, Penalties, and Forfeitures, as the Case may be.*]

Given under my Hand and Seal [*or* our Hands and Seals], the Day and Year aforesaid.

Distress not unlawful for Want of Form.

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

CXXXVI. And

CXXXVI. And be it further enacted, That if at any Time or Times hereafter any Person or Persons shall sustain any Damage in his, her, or their Lands, Tenements, Hereditaments, or Property, by Reason of the Execution of any of the Powers hereby given, and through or by Means not hereby provided for, then, and in every such Case, such Damages shall from Time to Time be settled by the said Commissioners, or any Five or more of them, and be recovered, levied, and applied in such Manner as is herein-before appointed in respect to other Damages. Damages not provided for to be settled by the Commissioners.

CXXXVII. And be it further enacted, That any Person or Persons thinking himself, herself, or themselves aggrieved by any Order or Judgement made or given in pursuance of any Rule, Bye Law, or Order of the said Company of Proprietors, or by the Order or Determination of any Justice or Justices of the Peace, may, within Six Calendar Months after such Order or Determination shall have been made or given, complain to the Justices of the Peace at any General Quarter Sessions to be held in and for the Counties of Lincoln, Leicester, or Nottingham, or the Towns or Places wherein any separate Jurisdiction shall be held as aforesaid, wherein the Cause of Complaint shall have arisen, first giving Twenty-one Days Notice at the least in Writing of such Intention to complain to the Party interested in such Complaint; and the said Justices shall in a summary Way hear and determine the said Complaint at such Session, or if they think proper, may adjourn the Hearing thereof to the next General Quarter Session of the Peace to be held for such Counties or other Places respectively, and if they see Cause may mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall be levied in pursuance of such Rule, Bye Law, Order, or Determination, and may also order such further Satisfaction to be made to the Party injured as they shall judge reasonable. Appeal.

CXXXVIII. And be it further enacted, That no Action, Suit, or Information shall be brought or commenced against any Person or Persons for any Thing done in pursuance of this Act, until Twenty-one Days Notice of the Cause of such Action, in Writing, be given to the Clerk or Clerks of the said Company, or to One or more of their Committee, to be appointed as aforesaid, or after sufficient Satisfaction, or Tender of the same, hath been made to the Party or Parties aggrieved, or after Six Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damage, then within Limitation of Actions.

in Six Calendar Months next after the doing or committing such Damage shall cease, and not afterwards; and every such Action, Suit, or Information shall be brought and laid in the Counties of Lincoln, Leicester, or Nottingham aforesaid, as the Case may be, and not elsewhere; and the Defendant or Defendants in such Action, Suit or Information, shall and may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act: And if it shall appear to have been so done, or that such Action, Suit, or Information was brought or laid before Twenty-one Days Notice in Writing thereof given as aforesaid, or after a sufficient Satisfaction made or tendered as aforesaid, or after the Time limited for bringing the same as aforesaid, or brought in any other County or Place than as aforesaid, then and in either of the said Cases the Jury shall find for the Defendant or Defendants; or if the Plaintiff or Plaintiffs shall become Nonsuit, or suffer a Discontinuance of his, her, or their Action, Suit, or Information, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if, upon Demurrer or otherwise, Judgement shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have Treble Costs, and have such Remedy for the same as any Defendant or Defendants hath or have for Costs of Suit in any other Case by Law.

General Issue.

Treble Costs.

Publick Act.

CXXXIX. And be it further enacted, That this Act shall be deemed and taken to be a Publick Act; and all Judges, Justices, and other Persons, are hereby required to take Notice of it as such, without specially pleading the same.

FINIS.