ANNO TRICESIMO QUARTO

Georgii III. Regis.

CAP. LIII.

An Act for making and maintaining a Navigable Canal from and out of the Canal of Sir *John Ramſden* Baronet, at or near the Town of *Huddersfield*, in the Weſt Riding of the County of *York*, to join and communicate with the Canal Navigation from *Mancheſter* to or near *Aſhton under Lyne* and *Oldham*, at or near the Town of *Aſhton under Lyne* aforeſaid, in the County Palatine of *Lancaſter*.

[4th *April* 1794.]

Preamble.

WHEREAS the making and maintaining of a Canal for the Navigation of Boats, Barges, and other Veſſels, from and out of the Canal of Sir *John Ramſden* Baronet, at a certain Place between the *King's Mill* and the Town of *Huddersfield*, in the Weſt Riding of the County of *York*, to join and communicate with the Canal Navigation from *Mancheſter* to or near *Aſhton under Lyne* and *Oldham*, in the County Palatine of *Lancaſter*, at a certain Highway in the Town of *Aſhton under Lyne* aforeſaid, near and leading to a Bridge called *Dukinfield* Bridge, in the County Palatine of *Cheſter*, will be of great publick Utility, will open a uſeful, ſhort, and eaſy Communication between the Towns of *Man-*

cheſter and *Huddersfield* aforeſaid, and between thoſe Places and the very extenſive Manufactories of Woollen Cloth carried on within *Saddleworth* and Places adjacent, will greatly promote and facilitate the Intercourſe of Trade and Commerce between the ſeveral Places aforeſaid, will encourage and increaſe Manufactures, will materially aſſiſt the Agriculture of the Country throughout the Line and Neighbourhood of the ſaid Canal, by a Supply of Lime and other Manure at a moderate Expence, and will tend very much to reduce the Price of Coals in the Neighbourhood thereof: And whereas the ſeveral Perſons herein-after named are deſirous, at their own Coſts and Charges to make and maintain the ſaid intended Canal, but cannot effect the ſame without the Aid and Authority of Parliament: May it therefore pleaſe Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſ-

Proprietors Names.

ſembled, and by the Authority of the ſame, That *Jonas Ainley*, *John Atkinſon* junior, *Henry Andrews*, *Joſeph Atkinſon*, *Thomas Allen*, *John Audus*, *Thomas Atkinſon*, *Thomas Aſhworth*, *John Antes*, *George Armitage* of *Honley*, *William Armytage*, *Edward Abbott*, *John Addiſon*, *George Armitage* of *Kirkheaton*, *John Armytage*, *Mary Andrew*, the Heirs of *Ottwell Andrew*, the Truſtees of the Real Eſtates of *John Aſtley*, *Champion Bray*, *Charles Brown*, *James Barton*, *William Booth*, *John Brown*, *John Beaumont*, *William Brennand*, *William Bromley*, *Samuel Brearly*, *Abraham Beaumont*, *Thomas Burman*, *Charles Bloomar*, *Arthur Burton*, *Thomas Belcher*, *Edmund Buckley*, *John Buckley* of *Tunſtead*, *James Buckley* junior, *John Barton*, *James Buckley* of *Thurſton Clough*, *James Bennett*, *Lancelot Bellas*, *James Buckley* of *Linfits*, *Joſeph Blackburn*, *Daniel Battye*, *John Brook*, *John Buckley* of *Moſley*, *Henry Bentley*, *Benjamin Benyon*, *James Booth*, *Godfrey Berry*, *Nicholas Brown*, *John Boſtock*, *Robert Buckley*, *John Broadbent* of *Marſlands*, *William Broadbent* of *Carr*, *Henry Buckley* of *Graſcroft*, *James Broadbent* of *Carr*, *Samuel Buckley*, *John Buckley* of *Shawhall Bank*, *Henry Buckley* of *Shawhall Bank*, *William Buckley*, *John Buckley* of *Cheſter*, *Rachel Broadbent*, *James Broadbent* of *Cote*, *Joſeph Broadbent*, *John Broadbent* of *Harrop Green*, *James Broadbent* of *Green*, *Joſeph Buckley*, *Philip Buckley*, *John Batley*, *William Broadbent* of *Diglee*, *James Bradbury*, *William Broadbent* of *Harrop Green*, *James Broadbent* of *Clerks*, *James Brearley*, *James Bamford*, *John Bower*, *Benjamin Crocker*, *Samuel Cook*, *Iſaac Cowgill*, *William Cooper*, *John Cooper*, *Joſeph Cowgill*, *James Cowgill*, *Jeremiah Clifford*, *Thomas Craven*, *Thomas Cook*, *Jeremiah Carter* junior, *Robert Craven*, *Joſhua Clegg*, *Daniel Croſland*, *James Croſland*, *Edward Cooper*, *William Clegg*, *William Creſſwell*, *James Cook*, *William Cartter*, *Joſeph Crowther*, *Bartholomew Dacre*, *John Dobſon*, *Edmund Dear*, *George Duckworth*, *William Davenport*, *Francis Davenport*, *Joſeph Dransfield*, *Humphrey Dyſon*, *William Elmſall*, *John Edwards*, *James Entwiſle*, *William Earnſhaw* junior, *Robert Firth*, *Lawrence Fox*, *Thomas Ferrand*, *Edward Fogg*, *Thomas Fletcher*, *William Firth*, *Hannah Firth*, *Sarah Firth*, *Luke Firth*, *Joſhua Firth*, *John Greaves*, *John Greenwood*, *Richard Greenwood*, *Peter Greaves*, *John Gill*, *George Garnett*, *Robert Grimſhaw*, *William Gleave*, *John Grimſhaw*, *Thomas Green*, *Edward Greaves*, *John Gartſide*, *Thomas Hobſon*, *Thomas Harrop* of *Cock-Brook*, *Ann Heap*, *John Holt*, *John Harrop* of *Dobcroſs*, *Otho Hulme*, *James Harrop* of *Tame Water*, *John Howard*, *James Holgate*, *Thomas Hilton*, *John Harrop* of *Aſhton Underlyne*, *Thomas Hilton*, *Thomas Hudſon*, *Edward Heelis*, *Joſeph Hinchcliffe*, *James Hampſon*, *John Hirſt*, *Henry Hilton*, *James Harrop* of

Holmfirth, James Hellawell, Edward Hobſon, Thomas Haigh of *Gledholt, Neddy Hall, Edmund Hall, Thomas Harrop* of *Dobcroſs, Joſeph Hall* of *Golcarhill, John Harriſon, Samuel Hardman, Samuel Hall, Thomas Hague* of *Aſhton-Underlyne, David Harriſon, Edward Hawxby, William Haigh* of *Golcarhill, Thomas Haigh* of *Marſden, George Hilton, James Hollingworth, John Hudſon, John Horsfall, John Hilton, John Hirſt* of *Dyke End, John Hick, George Hirſt, Joſeph Hall* of *Stayley Bridge, John Holme, John Haigh* of *London, Daniel Holdin, Daniel Haigh, James Harrop* of *Graſcroft, Paul Holden, William Holroyd, Benjamin Holroyd, John Hellawell, John Haigh* of *Redſhire, James Heginbottom, William Haigh* of *Marſden Bar, Samuel Jackſon, John Judſon, Thomas Judſon, John Kelſall, Thomas Kay, John Kay, Samuel Kaye, Samuel Kerſhaw, Cornelius Kenworthy, Samuel Kirk, Henry Lees, James Lees* of *Clarksfield, James Lawton, John Lees* of *Fairfield, Joſeph Lawton, John Lees* of *Oldham, John Lees* of *Aſhton-Underlyne, James Lees* near *Oldham, John Lowe, Robert Lawton, James Lawton, Luke Lawton, John Maud, Benjamin Mellor, Martin Marſhall, Stephen Macauley, Benjamin Mallinſon, George Marſden, John Mellor, James Mallalieu, John Marſden, John Mayall, Matthew Maſon* junior, *William Marſden, William Mallalieu, Richard Milnes, Joſeph Marriott, Thomas Milne, Thomas Moſs, James Marſden, Joſeph Marſden, Iſaac Newton, Thomas Nelſon, Daniel Nield, James Newton, Richard Newhouſe, John Nield, James Ogden, Ralph Ogden, John Ouſey, Samuel Ouſey, William Ouſey, John Platt* of *Stayley, Samuel Philips, William Pontey, David Popplewell, Joſeph Platt, John Plowes, William Prince, Robert Parkin, John Platt* of *Heathfields, Thomas Platt* of *Hollingreave, Thomas Platt* of *Woolroad, Thomas Platt* of *Diglee, George Platt, John Parkin,* Sir *John Ramſden* Baronet, *George Rawlinſon, John Rawcliffe, Joſeph Rock, Richard Roberts, James Rhodes* of *Foot, William Robinſon, Jonathan Ridgway, Triſtram Ridgway, William Rhodes* of *Foot, Edward Reeve, James Rhodes* of *Warrockhill, John Roberts* junior, *Joſhua Radcliffe, John Radcliffe, Edward Riley, William Radcliffe, John Rhodes* of *Warrockhill, Abraham Rhodes, Thomas Rhodes, John Rhodes* of *Green, Samuel Rhodes, Jonathan Rhodes, Hugh Ramſden, Ralph Royle, Edward Smith, Thomas Seddon, William Shaw, Henry Stables, Philip Swanwick, John Slater, John Swallow, John Simpſon, John Sunderland, James Shaw* of *Mancheſter, Cookſon Stephenſon, Samuel Swire, Samuel Shaw, Samuel Stansfield, Samuel Stocks, James Scholfield, James Scanlan, Thomas Shaw, Samuel Shepley, Hezekiah Shepherd, John Smith, Samuel Schofield, James Shaw* of *Low Weſtwood, James Shaw* of , *John Sykes, Joſeph Sykes, John Taylor, John Twemlow, John Tinker* junior, *John Tinker* ſenior, *Joſeph Taylor, Joſeph Turner, John Tavernor, Richard Thewlis, Thomas Turner, John Varley, Thomas Varley, Samuel Worthington, Samuel Walker, Henry Whitehead* of *Mancheſter, Benjamin Dugard Webb, John Winterbottom* of *Aſhton Underlyne, Ralph Whitehead* of *Shawhall, John Wright, Nathan Worthington, Henry Whitehead* of *Dobcroſs, John Worthington, Joſhua Wood, Abel Wood, William Whitehead, Samuel Wrigley, Richard Walker, Thomas Winſtanley, Joſeph Wrigley, Jonathan Wrigley, William White, John Wood* of *Aſhton Underlyne, Ignatius Waiblinger, Samuel Whitehead, James Whittaker, William Walker* of *Leiceſter, John Chriſtian Wideman, James Waterhouſe, John Whitehead* of *Marſden, William Walker* of *Huddersfield, William Walker* of *Crowneſt, George Worthington, John Wrenſhall, John Wood* of *Marſden, Hannah Watſon, John Whitacre, Richard Wilſon, John Winterbottom* of *Saddleworth, Thomas Wilſon, John Whitehead* of *Quick Edge, James Wrigley, Daniel Woolley,*

James Whitehead, the Executors of the late *John Wright*, *Ralph Whitehead* of *Lecroſs*, *William Wood*, *Samuel Waterhouſe*, *James Wood*, *John Wood* of *Yewtree*, *John Whitehead* of *Binn*, *John Yates*, and *John York*, and their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, ſhall be, and hereby are, united into a Company for making, completing, and maintaining, the ſaid *Huddersfield* Canal, according to the Rules, Orders, and Directions, herein-after mentioned, and ſhall, for that Purpoſe, be One Body Corporate, by the Name and Style of *The Huddersfield Canal Company*, and by that Name ſhall have perpetual Succeſſion, and ſhall have a Common Seal, and by that Name ſhall and may ſue and be ſued; and that the ſaid Company of Proprietors ſhall have Power and Authority, from and after the Thirtieth Day of *May* in the Year of our Lord One thouſand ſeven hundred and ninety-four, on which Day this Act ſhall commence and take Effect, to purchaſe and hold Lands and Hereditaments to them and their Succeſſors and Aſſigns for the Uſe of the ſaid Navigation, and to ſell the ſaid Lands and Hereditaments again, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain; and the ſaid *Huddersfield* Canal Company ſhall be, and are hereby, authorized and impowered, by themſelves, their Deputies, Agents, Officers, Workmen, and Servants, by Cuts, Tunnels, Aqueducts, or otherwiſe, to make and complete a Canal, to be called *The Huddersfield Canal*, navigable and paſſable for Boats, Barges, and other Veſſels, from and out of the Canal of Sir *John Ramſden* Baronet, at a certain Place between the *King's Mill* and the Town of *Huddersfield* in the Weſt Riding of the County of *York*, to join and communicate with the Canal Navigation from *Mancheſter* to or near *Aſhton-Underlyne* and *Oldham* in the County Palatine of *Lancaſter*, at a certain Highway in the Town of *Aſhton-Underlyne* aforeſaid, near and leading to a Bridge, called *Dukinfield Bridge*, and to ſupply the ſaid *Huddersfield* Canal whilſt making, and at all Times for ever after the ſame ſhall have been made, with Water from all ſuch Brooks, Springs, Streams, Rivers, Rivulets, Waters, and Watercourſes, as are or ſhall flow or be found in digging or making the ſaid *Huddersfield* Canal, or within the Diſtance of Two thouſand Yards from the ſame, and alſo to make any Reſervoir or Reſervoirs, and to ſupply the ſame with Water as herein-after mentioned, and to erect One or more Fire Engine or Fire Engines, or other Machines, for ſupplying the ſaid *Huddersfield* Canal, or any Part or Parts thereof, or any ſuch Reſervoirs with Water, and alſo to make ſuch and ſo many Soughs, Tunnels, Feeders, Aqueducts, and Channels, for ſupplying the ſaid Fire Engines, Reſervoirs, and Canal with Water, and for conveying Water from any ſuch Reſervoir or Reſervoirs to the ſaid *Huddersfield* Canal as by the ſaid *Huddersfield* Canal Company ſhall be deemed neceſſary and proper; and alſo for effecting the Purpoſes aforeſaid, to cleanſe, ſcour, and dig, open, deepen, enlarge, vary, and make ſtraighter, the Streams, Brooks, or Watercourſes, which come near or may be brought into or communicate with the ſaid *Huddersfield* Canal, and to dig, cut, or raiſe, the Banks of any of the ſaid Streams, Brooks, or Watercourſes, for bringing Water into the ſaid *Huddersfield* Canal, and to make ſuch proper Trenches or Paſſages for Water in, upon, or through, the Lands or Grounds adjoining or near to the ſaid *Huddersfield* Canal, or ſuch Streams, Brooks, or Watercourſes as aforeſaid, or any of them, as the ſaid *Huddersfield* Canal Company ſhall think fit; and for the Purpoſes aforeſaid, the ſaid *Huddersfield* Canal Company,

Incorporated.

Company of Proprietors impowered to to make the Canal.

their Deputies, Servants, Agents, and Workmen, are hereby authorized and impowered to enter into and upon the Lands and Grounds of any Perſon or Perſons, Bodies Politick, Corporate, or Collegiate whatſoever, and to ſurvey and take Levels of the ſame, or any Part thereof, and to ſet out and aſcertain ſuch Parts thereof as they ſhall think neceſſary and proper for making the ſaid *Huddersfield* Canal, and any ſuch Reſervoir or Reſervoirs, Feeders, and Aqueducts, and all ſuch other Works, Matters, and Conveniencies, as they ſhall think proper and neceſſary for making, ſupplying with Water, effecting, preſerving, improving, completing, maintaining, and uſing, the ſaid *Huddersfield* Canal and other Works, and alſo to bore, dig, cut, trench, ſough, get, remove, take, carry away, lay, uſe, and manufacture, any Earth, Clay, Stone, Soil, 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 *Huddersfield* Canal or other Works, or in making any Reſervoir or Reſervoirs, Feeders or Aqueducts, or out of the Lands and Grounds of any Perſon or Perſons adjoining or being convenient or contiguous thereto, and which may be proper, requiſite, or neceſſary, for making, carrying on, continuing, maintaining, or repairing, the ſaid *Huddersfield* Canal or other Works, or which may hinder, prevent, or obſtruct, the making, uſing, or completing, extending or maintaining the ſame reſpectively, or the making, uſing, completing, extending, and maintaining of ſuch Reſervoirs as aforeſaid, or of any of ſuch Feeders, Trenches, Paſſages, Aqueducts, and Watercourſes as aforeſaid, as ſhall be neceſſary and proper to convey Water to or from the ſaid *Huddersfield* Canal, according to the Intent and Meaning of this Act; and alſo to make, build, erect, and ſet up, in, over, under, or upon, the ſaid *Huddersfield* Canal, or upon the Lands adjoining or near to the ſame, ſuch and ſo many Bridges, Piers, Arches, Tunnels, Aqueducts, Sluices, Locks, Floodgates, Weirs, Pens for Water, Water Stanks, Dams, Wharfs, Quays, Houſes, Warehouſes, Toll Houſes, Watch Houſes, Landing Places, Weighing Beams, Cranes, Fire Engines, or other Machines, Dry Docks, Wet Docks, and other Works, Ways, Roads, and Conveniencies, as and where the ſaid *Huddersfield* Canal Company ſhall think neceſſary and convenient for the Purpoſes of the ſaid Navigation, and alſo from Time to Time to alter, repair, and amend, or diſcontinue the ſame, and to divert, alter, widen, enlarge, and extend any Bridges, Ways, Roads, Paſſages, Cuts, Locks, Soughs, Tunnels, Reſervoirs, Aqueducts, Trenches, Sluices, or other Works or Conveniencies, as well for the carrying and conveying of Stones, Coals, Minerals, Goods, Wares, Merchandize, and other Articles to and from the ſaid *Huddersfield* Canal, as for the carrying and conveying of all Manner of Materials neceſſary for the making, erecting, finiſhing, altering, repairing, maintaining, amending, widening, or enlarging, the ſaid *Huddersfield* Canal and the Works of or belonging to the ſaid Navigation, or which may be uſeful for any the Purpoſes thereof, and alſo to place, lay, work, or manufacture, the ſaid Materials on the Lands or Grounds near to the Place or Places where the ſaid Works, or any of them, ſhall be or are intended to be made, erected, repaired, or done, and alſo to make, maintain, repair, and alter, and to turn any Roads, Fences or Paſſages, over, under, through, or along, the Sides of the ſaid *Huddersfield* Canal, or the Reſervoirs, Tunnels, Aqueducts, Soughs, Trenches, Paſſages, Feeders, Watercourſes, and Sluices reſpectively, which ſhall communicate therewith; and alſo to make, ſet out, and appoint, ſuch Towing Paths,

Paths, Banks, Roads, and Ways, convenient for towing, haling, or drawing, of Boats, Barges, and other Veſſels, paſſing upon the ſaid *Huddersfield* Canal, and Trenches, with Men, Horſes, or otherwiſe, and proper Places for Boats, Barges, and other Veſſels, navigated upon the ſaid *Huddersfield* Canal, or Trenches, to turn, lie, or paſs each other as they the ſaid *Huddersfield* Canal Company ſhall think convenient, and to conſtruct, erect, and keep in Repair, any Piers, Arches, Aqueducts, and other Works, in, upon, and acroſs, any Rivers or Brooks, for the making, uſing, maintaining, and repairing of the ſaid *Huddersfield* Canal, Trenches, Towing Paths, and other Works, and to conſtruct, erect, make, and do all other Matters and Things which they ſhall think convenient or neceſſary for the making, effecting, preſerving, improving, completing, and uſing of the ſaid *Huddersfield* Canal, and other Works to be made or conſtructed in purſuance of and according to the true Intent and Meaning of this Act; they the ſaid *Huddersfield* Canal Company, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the ſeveral Powers to them hereby granted, and making full Satisfaction in Manner herein-after mentioned to the Owners or Proprietors of, and all Perſons intereſted in any Lands, Tenements, Mills, or other Hereditaments, Falls of Water, Millſteads, Waters, Watercourſes, Brooks, or Rivers reſpectively, which 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 *Huddersfield* Canal Company, and their Deputies, Servants, Agents, and Workmen, and all other Perſons whomſoever, for what they or any of them ſhall do by virtue of the Powers hereby granted, ſubject nevertheleſs to ſuch Proviſoes and Reſtrictions as herein-after mentioned and contained.

Power to make Rollers or Inclined Planes, &c.

II. Provided always, and be it further enacted, That if the ſaid *Huddersfield* Canal Company ſhall think it neceſſary or expedient that Boats, Barges, or other Veſſels, Waggons, or other Carriages, or any Minerals, Goods, Wares, or other Matters or Things, ſhould be conveyed over or along any Part or Parts of the intended Track or Line of the ſaid *Huddersfield* Canal by Rollers, Inclined Planes, Railways, Waggon Ways, or Cranes, or in any other Manner than by and upon Water, then, and in ſuch Caſe, it ſhall and may be lawful for the ſaid *Huddersfield* Canal Company to cauſe any ſuch Rollers, Inclined Planes, Railways, or other Works before mentioned, to be made for ſuch Purpoſe or Purpoſes at ſuch Place or Places, in, upon, or near to, the ſaid *Huddersfield* Canal as they ſhall think proper, and the ſame when ſo made ſhall be taken and conſidered as Part or Parts of the ſaid *Huddersfield* Canal and Works hereby authorized to be made, in like Manner and to all Intents and Purpoſes as if ſuch Parts or Places had been made navigable.

Houſes and Gardens not to be injured except ſuch as are mentioned.

III. Provided always, That nothing herein contained ſhall authorize or empower the ſaid *Huddersfield* Canal Company, or any Perſon or Perſons acting by or under their Authority, to take, uſe, injure, or damage, for the Purpoſes of the ſaid *Huddersfield* Canal, or any other of the Purpoſes aforeſaid, any Houſe or other Building which was erected and built on or before the Firſt Day of *January* in the Year of our Lord One thouſand ſeven hundred and ninety-four, or any Land or Ground which on the ſaid Firſt Day of *January* was ſet apart and uſed as or for a Garden, Orchard,

Orchard, Yard, Park, Paddock, Planted Walk, or Avenue to a Houſe; without the Conſent of the Owners and Occupiers thereof, other than and except a Garden ſituate in *Linthwaite*, belonging to *William Radcliffe* Eſquire, and in the Occupation of *James Sykes*; a Building ſituate at a Place in *Saddleworth* called *Brun Clough*, and called *Broadbent's Mill*, belonging to and in the Occupation of *Joſeph Broadbent*, *John Broadbent*, *James Broadbent*, and *Ralph Whitehead*; a Barn or Building, Yard and Garden, ſituate at a Place called *Halls*, within *Saddleworth*, now or late belonging to *John Harrop* the younger, and in the Occupation of *Hugh Shaw*, or his Undertenants; a Garden ſituate in *Stayley*, belonging to the Right Honourable *George Harry* Earl of *Stamford*, and in the Occupation of *John Orrell*, *John Andrew*, *Hugh Kerſhaw*, and *Robert Bradbury*, and One other Garden ſituate in *Stayley* aforeſaid, belonging to the ſaid *George Harry* Earl of *Stamford*, and in the Occupation of *John Orrell*.

Plan and Book of Reference to be authenticated by the Speaker of the Houſe of Commons.

IV. And whereas a Survey has been taken to aſcertain the Practicability of making the ſaid *Huddersfield* Canal, and a Map or Plan, with a proper Book of Reference thereto, has been made in conſequence thereof, in order to ſhew the Line or Courſe of the ſaid *Huddersfield* Canal; be it further enacted, That there ſhall be Four Parts made of the ſaid Map or Plan and Book of Reference thereto, which ſhall be certified by the Right Honourable the Speaker of the Houſe of Commons, and ſeverally depoſited, One with the Clerk of the Peace for the Weſt Riding of the County of *York*, another with the Clerk of the Peace for the County of *Cheſter*, another with the Clerk of the Peace for the County of *Lancaſter*, and the other with the Clerk to the ſaid *Huddersfield* Canal Company, to any of which Maps, Plans, and Books of Reference, all Perſons ſhall have Liberty to reſort, and to examine or make Extracts from or Copies of the ſame, as Occaſion ſhall require, paying to the ſaid reſpective Clerks for Copies of or Extracts from the ſaid Book of Reference after the Rate of Sixpence for every One hundred Words; and any of 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 *Huddersfield* Canal Company, upon Twenty-one Day's Notice to him given for that Purpoſe, ſhall and is hereby required from Time to Time to produce the ſaid Map or Plan and Book of Reference, to be ſo depoſited with him as aforeſaid, before the Commiſſioners to be appointed in Manner herein-after mentioned, 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, ſuch Clerk to the ſaid *Huddersfield* Canal Company having a reaſonable Sum of Money allowed for his travelling Expences, Abſence from Home, and Attendance on ſuch Occaſions.

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

V. And be it further enacted, That the ſaid *Huddersfield* Canal Company, in making the ſaid *Huddersfield* 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 Lands or Grounds now or late belonging to, or reputed to belong to, the 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 of ſuch Lands or Grounds as are mentioned in the ſaid Book of Reference in that Reſpect, without the Approbation and Conſent in Writing, ſigned by the Perſon or Perſons to whom ſuch Lands and Grounds do or ſhall reſpectively belong; but nothing herein contained ſhall extend to reſtrain or prevent the ſaid *Huddersfield* Canal Company from making any further Deviation above One hundred Yards from the ſaid Courſe or Direction of the ſaid *Huddersfield* Canal, in caſe all the Perſons to whom the Lands, Grounds, or Hereditaments, to be cut through, or made uſe of, for the Purpoſes of ſuch Deviation, ſhall belong, ſhall conſent thereto.

Land Owners omitted in Book of Reference not to obſtruct making Canal.

VI. Provided always, and it is hereby further enacted and declared, That the ſaid *Huddersfield* Canal Company ſhall and may make the ſaid *Huddersfield* Canal into, through, acroſs, or over, the Eſtates, Lands, or Grounds, of any Perſon or Perſons whomſoever, into whoſe Eſtates, Lands, or Grounds, ſuch Deviations as aforeſaid ſhall extend, although their Names are not mentioned in the ſaid Book of Reference, or into the Eſtates, Lands, or Grounds, of any Perſon or Perſons whoſe Name or Names ſhall appear to the Satisfaction of the ſaid Commiſſioners, and be by them, or any Seven or more of them, certified under their Hands, to be by Miſtake omitted in the ſaid Book of Reference, or that inſtead thereof, the Name or Names of ſome other Perſon or Perſons to whom ſuch laſt-mentioned Eſtates, Lands, and Grounds, do not belong, have or hath been by Miſtake inſerted therein; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

Requiring Reſervoirs to be made ſufficient to contain 20,000 Locks of Water.

VII. Provided always, and be it further enacted, That, for the more effectually ſupplying the ſaid *Huddersfield* Canal with Water, and for preventing Injury or Damage thereby to the Owners and Occupiers of Mills or Millſteads upon the ſeveral Rivers and Brooks, which might be affected by Means of making the ſaid *Huddersfield* Canal, the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, at their own Expence, to make, and for ever hereafter to maintain and keep in Repair, Reſervoirs for Water for the Supply of the ſaid *Huddersfield* Canal, which will contain Twenty thouſand Locks full of Water, each Lock to contain One hundred and eighty cubick Yards, which Reſervoirs ſhall be made in the Situations deſcribed on the Plan to be ſo authenticated and depoſited as aforeſaid, or ſome of them, or on the Commons or Waſte Grounds lying within the Diſtance of Three Miles from the Line of the ſaid *Huddersfield* Canal: Provided nevertheleſs, that nothing in this Act contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid *Huddersfield* Canal Company, their Agents, Servants, or Workmen, or any other Perſon or Perſons whomſoever under the Authority of this Act, to make any Reſervoir on or upon any of the preſent incloſed Lands, except in the Situations deſcribed in the ſaid Plan as aforeſaid, without the Conſent in Writing of the reſpective Owner or Owners of ſuch incloſed Lands reſpectively; and the ſaid Reſervoirs ſhall be ſupplied with Water, and the Water from them ſhall be taken and uſed for the Purpoſes of the ſaid *Huddersfield* Canal in the Manner herein-after mentioned.

VIII. Provided alſo, and be it further enacted, That in caſe the Reſervoirs herein-before directed to be made, ſhall at any Time hereafter be found inſufficient for the proper and regular Supply of the ſaid *Huddersfield* Canal with Water, it ſhall be lawful for the Commiſſioners hereinafter appointed, in caſe they ſhall ſee fit, on Application to them made by the ſaid *Huddersfield* Canal Company, or their Committee, or by any Seven or more of the Owners or Occupiers of Mills or Millſteads, on hoſe Rivers and Brooks which might be affected by the ſaid *Huddersfield* Canal, at any Meeting of the ſaid Commiſſioners to be held as herein mentioned, by Writing under their Hands, to order and direct the ſaid *Huddersfield* Canal Company, and they are, in ſuch Caſe, hereby required to make and maintain, at ſuch Place or Places as the ſaid Commiſſioners ſhall think proper, ſuch and ſo many additional Reſervoir or Reſervoirs, or to enlarge One or more of the ſaid Reſervoir or Reſervoirs, to be made as herein-before directed, in ſuch Manner as that all ſuch Reſervoirs ſhall together contain a ſufficient Quantity of Water for the revular and conſtant Supply of the ſaid *Huddersfield* Canal, and ſo in like Manner, from Time to Time, as often as an additional Quantity of Water ſhall or may be neceſſary for the Supply of the ſaid *Huddersfield* Canal.

In caſe the Reſervoirs, before directed to be made be not ſufficient, the Commiſſioners to direct others to be made.

IX. And, for preventing Injury or Damage to the Owners or Occupiers of Mills, Millſteads, and Falls of Water, upon the Rivers or Brooks near the Line of the ſaid *Huddersfield* Canal, or which might be affected by making the ſaid *Huddersfield* Canal, and other Works hereby authorized to be made; be it further enacted, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or empower the ſaid *Huddersfield* Canal Company, under any Pretence whatſoever, to take or ſuffer to be taken or uſed for the ſaid *Huddersfield* Canal, or for the Supply of any Reſervoir or Reſervoirs, or other Works of the ſaid Navigation, any of the Rivulets, natural Feeders, Watercourſes, or Streams of Water, or Springs viſible or known, at the Time of the Commencement of this Act, flowing to, or ſupplying, or aſſiſting in ſupplying with Water any Mill or Mills, ſituate upon the ſaid Rivers or Brooks, except in Times of Floods and wet Seaſons, and when there ſhall be a Surplus of Water for the Supply of the Mills upon the ſaid reſpective Rivers and Brooks, but that each and every of ſuch Rivulets, natural Feeders, Watercourſes, Streams of Water, and Springs viſible or known as aforeſaid, which ſhall or may be croſſed or diverted by the ſaid *Huddersfield* Canal, or by any Reſervoir, Conductor, Aqueduct, or other Work appertaining thereto, ſhall be well and effectually tunnelled or conducted under, or by the Side of the ſaid Canal, Reſervoir, or other Work, by the ſaid *Huddersfield* Canal Company, into the former or ancient Courſe of ſuch Rivulets, Springs, Feeders, Watercourſes, or Streams of Water, ſo that the Whole natural Streams thereof ſhall flow through or along ſuch Tunnels or Paſſages, and into the former or ancient Courſe or Courſes thereof as heretofore: And for the Purpoſe of taking the Surplus or Flood Waters of the Rivers and Brooks to ſupply the ſaid Reſervoirs, the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, to make and erect on the Channel to be made to conduct the natural Stream of each River or Brook, along the Side of and paſt each Reſervoir, a proper Gauge Weir, and an Overfall or Tumbling Bay, of Dimenſions ſuitable to the Gauge of the River or Brook,

The Company not to take any Water from the Rivers near the Line of the Canal, except in Times of Flood.

Mode of taking the Flood Waters.

to

to be aſcertained by the Engineers to be appointed for the Purpoſe of aſcertaining the natural Streams of the ſaid Rivers and Brooks as herein directed, and ſuch Gauge Weir, Tumbling Bay, and Channel, ſhall be ſo conſtructed as not to obſtruct the natural Stream of the River or Brook on which they ſhall be ſo erected, and ſo that no Water may run or flow into ſuch Reſervoir, except in Times of Floods and wet Seaſons, and when there ſhall be ſuch Surplus of Water in the ſaid River or Brook as aforeſaid.

For aſcertaining the Quantity of Water neceſſary for the Uſe of the Mills.

X. And be it further enacted, That for the Purpoſe of aſcertaining the Quantity of Water neceſſary for the Uſe or Supply of the ſaid Mills and Millſteads, and alſo of ſuch other Mills as are likely hereafter to be erected upon the ſaid Rivers and Brooks, near the Line of the ſaid *Huddersfield* Canal, in Places convenient for that Purpoſe, the Water which ſhall paſs or flow down the ſaid Rivers and Brooks reſpectively, ſhall, at the Coſts and Charges of the ſaid *Huddersfield* Canal Company, be aſcertained or gauged previous to the Firſt Day of *November* One thouſand ſeven hundred and ninety-four, by an Engineer to be appointed by the ſaid *Huddersfield* Canal Company, and by *John Holt*, of *King's Mill* aforeſaid, Surveyor, who is hereby appointed the Engineer on Behalf of the ſeveral Perſons intereſted in the ſaid Mills and Millſteads, or by a Third Perſon to be appointed by ſuch Two Engineers to determine any Difference which may ariſe between them; and for the Purpoſe of ſo aſcertaining the ſaid neceſſary Supply, the ſaid Engineers ſhall direct and cauſe permanent Gauge Weirs to be made acroſs or upon the Sides of the ſaid Rivers and Brooks reſpectively, in ſuch Manner as they ſhall think neceſſary and proper, ſuch Gauge Weirs to be ſo conſtructed as not to intercept or hinder from paſſing down the ſaid Rivers and Brooks reſpectively, the full Quantity of Water which ſhall be ſo aſcertained to be the neceſſary Supply for the ſaid Mills and Millſteads, and that a Certificate of ſuch reſpective Gauges ſigned by ſuch Engineers, or in caſe they ſhall diſagree, by the Perſon they ſhall have appointed as aforeſaid, ſhall be made on Oath and recorded at the next General Quarter Seſſions of the Peace to be holden for the County, Riding, or Place, within which ſuch permanent Gauge Weirs ſhall be fixed, after ſuch Water ſhall be gauged as aforeſaid, and that a Copy of ſuch Record, ſigned by the Clerk of the Peace for ſuch County, Riding, or Place, or his Deputy, ſhall be at all Times hereafter Evidence of ſuch reſpective Gauges.

Appointing a Succeſſor to *J. Holt* in caſe of his not acting.

XI. And be it further enacted, That in caſe the ſaid *John Holt*, or his Succeſſor or Succeſſors to be elected in Manner herein-mentioned, ſhall die or refuſe to act, or become incapable of acting, it ſhall be lawful for the Clerk or Clerks to the ſaid *Huddersfield* Canal Company, and he or they is or are hereby required to call a Meeting of the Owners and Occupiers of Mills and Millſteads which may be affected by the Execution of this Act, by a Notice inſerted in One *Leeds* and One *Mancheſter* Newſpaper, Ten Days at leaſt previous to ſuch Meeting, the Place for holding which ſhall be within One Mile of the Line of the ſaid *Huddersfield* Canal, and the ſeveral Owners and Occupiers as aforeſaid who ſhall attend ſuch Meeting, or the Majority of them, ſhall elect and appoint ſome other Perſon to act in the Room of the ſaid *John Holt*, or of his Succeſſor, as the Caſe may be, and every Perſon ſo to be appointed as aforeſaid in the Place and Stead of the ſaid *John Holt*, ſhall have the ſame Power and Authority

thority in every Reſpect to act in the Execution of this Act as the ſaid *John Holt* would have had; but in caſe there ſhall not any Perſon attend ſuch Meeting, or in caſe no ſuch Appointment of a Succeſſor to the ſaid *John Holt* ſhall be made at ſuch Meeting as aforeſaid, then the Engineer to the ſaid *Huddersfield* Canal Company ſhall proceed by himſelf, as in this Act is mentioned.

Notice to be given by the Engineer appointed by the Company to the others, of the Times for meaſuring the Quantity of Water.

XII. Provided always, and be it further enacted, That the Engineer appointed by the ſaid *Huddersfield* Canal Company ſhall give Four Days Notice in Writing, at the leaſt, to the Engineer appointed on Behalf of the Perſons intereſted in the ſaid Mills and Millſteads, and alſo to the other Perſon to be appointed by ſuch Two Engineers as aforeſaid, of the Days and Times he ſhall appoint for meaſuring the Quantity of Water which ſhall paſs or flow down the ſaid Rivers and Brooks, and that in caſe the Engineer appointed on Behalf of the Perſons intereſted in the ſaid Mills and Millſteads ſhall refuſe or neglect to act in the meaſuring or aſcertaining the ſaid Water, then ſuch Water ſhall be meaſured and aſcertained by the Engineer appointed by the ſaid *Huddersfield* Canal Company, and ſhall be certified by him in Manner aforeſaid, and the ſame ſhall be as valid and effectual as if the Engineer appointed on Behalf of the Perſons intereſted in the ſaid Mills and Millſteads had attended and acted.

Four Agents to be appointed to regulate the taking Water, &c.

XIII. And be it further enacted, That for the Purpoſe of taking Care that no Water, except as allowed by this Act, be taken for the ſaid *Huddersfield* Canal, and that all Tunnels, Gauges, Trenches, Reſervoirs, Locks and Banks, to be made in purſuance of this Act, ſhall be at all Times kept in proper Repair, it ſhall be lawful for the ſaid *Huddersfield* Canal Company, and they are hereby required, from Time to Time, to appoint Four Agents who ſhall be paid by them for the Purpoſe of ſuperintending, regulating, and keeping in ſufficient Repair, all and every the ſaid Tunnels, Gauges, Trenches, Reſervoirs, Locks, and Banks, to be made in purſuance or by virtue of this Act; and that the Names and Places of Abode of ſuch Agents, and the Diſtrict for which they ſhall be reſpectively appointed, ſhall be left at the Office of the reſpective Clerks of the Peace for the Weſt Riding of the County of *York*, the County Palatine of *Cheſter*, and the County Palatine of *Lancaſter*, for the Inſpection of any Perſon or Perſons whomſoever, upon Payment of the Fee of One Shilling to the ſaid reſpective Clerks of the Peace; and in caſe the ſaid *Huddersfield* Canal Company ſhall neglect or refuſe to appoint ſuch Four Agents, or any of them, for the Purpoſes and in Manner aforeſaid, then the Juſtices of the Peace for the ſaid Weſt Riding of the County of *York*, the ſaid Counties of *Cheſter* and *Lancaſter* reſpectively, according to the Riding or County in which ſuch Diſtrict, or the larger Part of it, ſhall be ſituate reſpectively, at any of their General Quarter Seſſions ſhall, and they are hereby authorized and empowered, upon the Application of any Five or more Mill Owners or Mill Occupiers, to nominate and appoint ſuch and ſo many of the ſaid Four Agents as ſhall not have been appointed by the ſaid *Huddersfield* Canal Company for the Purpoſes aforeſaid, and to fix and appoint what Coſts and Charges ſhall be allowed by the ſaid *Huddersfield* Canal Company to the Perſons making ſuch Application.

Juſtices at the Seſſions to remove Agents and appoint others.

XIV. And be it further enacted, That it ſhall be lawful for the Juſtices of the Peace aſſembled at any General Quarter Seſſions for the ſaid Weſt Riding of the County of *York*, or the ſaid Counties of *Cheſter* and *Lancaſter* reſpectively, on Complaint to them made by any Five or more Owners or Occupiers of Mills upon any of the ſaid Rivers or Brooks, of any Neglect of Duty or other improper Conduct by any of the Four Agents ſo to be appointed as aforeſaid, (Twenty-one Days Notice of their Intention to make ſuch Complaint being firſt given by ſuch Owners or Occupiers of Mills to the ſaid Agent or Agents, and to the Clerk to the ſaid *Huddersfield* Canal Company), to remove ſuch Agent or Agents, or otherwiſe as to ſuch Juſtices ſhall ſeem meet; and ſuch Juſtices ſhall and may appoint ſuch other Perſon or Perſons to be the Agent or Agents in the Room of the Agent or Agents ſo to be removed as aforeſaid, as ſhall for that Purpoſe be recommended to the ſaid Juſtices by the ſaid *Huddersfield* Canal Company, or their Clerk, if the ſaid Juſtices ſhall approve of ſuch Perſon or Perſons; and in caſe no ſuch Recommendation ſhall be then made to the ſaid Juſtices, or if the ſaid Juſtices ſhall not approve of the Perſon or Perſons ſo recommended, they the ſaid Juſtices ſhall and may appoint ſuch other Perſon or Perſons to be the Agent or Agents as aforeſaid, as they the ſaid Juſtices may ſee fit and proper; and ſuch Juſtices ſhall alſo order and determine by whom the Coſts and Expences of ſuch Application and Appointment ſhall be paid: Provided nevertheleſs, that in caſe of any ſuch Appointment being made at any Quarter Seſſions as aforeſaid, the reſpective Perſons ſo appointed ſhall be and be deemed and taken to be Officers or Servants of the ſaid *Huddersfield* Canal Company, to all Intents and Purpoſes whatſoever, and ſhall be allowed and paid by them ſuch Salary as the Juſtices at the ſaid reſpective Quarter Seſſions ſhall fix and direct: Provided always, that no Perſon or Perſons who ſhall be removed by the ſaid Juſtices as aforeſaid, ſhall be capable of being afterwards appointed an Agent or Agents for the Purpoſes aforeſaid.

For repairing Damage done to the Channels and Works made for the Preſervation of the Mill Waters.

XV. And be it further enacted, That if the Channels or Watercourſes to be made for conveying the Waters of the ſaid Rivers and Brooks by the Sides of the ſaid *Huddersfield* Canal or Reſervoirs, or the Banks, Gauge Weirs, or other the Works thereof, ſhall be at any Time or Times hereafter damaged, altered, or put out of Repair, ſo as to occaſion any Diminution of the ordinary Current of the ſaid Rivers and Brooks, then it ſhall be lawful for any Mill Owner or Occupier to give Notice in Writing to, or to leave ſuch Notice at the uſual Place of Abode of the Agent who ſhall then have the Management of the Channel, Watercourſe, Reſervoir, Bank, Gauge Weir, or other Work ſo altered or out of Repair; and immediately after ſuch Notice given or left as aforeſaid, the ſaid Agent is hereby required, at the Expence of the ſaid *Huddersfield* Canal Company, to cauſe the ſaid Channel or Watercourſe, Reſervoir, Bank, Gauge Weir, or other Work, ſo damaged, altered, or out of Repair, to be well and ſufficiently regulated and repaired; and if after ſuch Notice the ſaid Agent ſhall refuſe or neglect to cauſe ſuch Channel or Watercourſe, Reſervoir, Bank, Gauge Weir, or other Work, to be well and ſufficiently regulated and repaired without any Delay, (except what may be unavoidable), ſuch Agent ſhall forfeit and pay any Sum not exceeding Five Pounds, nor leſs than Five Shillings, at the Diſcretion of the Juſtice or Juſtices before whom ſuch Agent ſhall be

be convicted, for each and every Day during such Neglect or Refusal, until such Channel or Watercourse, Reservoir, Bank, Gauge Weir, or other Work as aforesaid, shall be regulated and repaired, which said Penalty shall be paid, One Half to the Informer, and the other Half to the Poor of the Parish, Townships, or Place, in which the Offence shall be committed.

Persons interested in the Waters liable to be affected by the Canal to have Access to the Works.

XVI. And be it further enacted, That all Persons interested in the Waters of the Rivers or Brooks that may be affected by the said *Huddersfield* Canal, shall at all Times, by themselves or their Agents, have free Access to the Whole of the said *Huddersfield* Canal, and the Reservoirs and Works thereto belonging, and the Lands and Grounds of the said *Huddersfield* Canal Company, or any other Person or Persons whomsoever, at the several Places at which Water shall be taken into the same, for the Purpose of examining and ascertaining what Quantity of Water shall be taken in at the said Places.

Directing what shall be done in case the Water in *Brunn Clough* and *Red Brook Vallies* shall be diminished by making the Tunnel.

XVII. And whereas Part of the Summit Level of the said *Huddersfield* Canal is proposed to be made by a Tunnel, under certain Commons, Moors, or Waste Lands or Grounds, commonly called *Pule Moss* and *Brunn Top*, situate and being in *Marsden* and *Saddleworth* aforesaid, or One of them, and it is apprehended that by making the said Tunnel, some Water may unavoidably be taken or drained from the Brooks and Streams that flow down certain Vallies, commonly called *The Brunn Clough* and *The Red Brook Vallies*; be it therefore further enacted, That for the Purpose of ascertaining whether any, and what Quantity of Water shall or may be so taken or drained by making the said Tunnel as aforesaid, and for preventing any Injury or Damage to the Mills and Works situate in the said Vallies, commonly called *Brunn Clough* and *Red Brook Vallies*, the Average Quantity of Water flowing down the said Brooks respectively, shall, at the Expence of the said *Huddersfield* Canal Company, be gauged in the Months of *July*, *August*, *September*, and *October*, in the Year of our Lord One thousand seven hundred and ninety-four, by the Engineers herein-before appointed to ascertain the natural Streams of the Rivers and Brooks as aforesaid, on such Day or Days in each of the said Four Months respectively, as shall be fixed on by the Engineer to the said *Huddersfield* Canal Company; of each of which said Days such Engineer is hereby required to give Four Days Notice at the least to the Engineer appointed as aforesaid on Behalf of the Persons interested in the said Mills and Millsteads, and such other Person as aforesaid, and the Average Quantity of Water so ascertained shall be deemed the Average Produce or Quantity of Water of the said Brooks and Streams in common Seasons, and that a Certificate of such Average Quantity, signed by such Engineers, or the other Person appointed as aforesaid, shall be made on Oath, and recorded at the First General Quarter Sessions of the Peace for the said West Riding of the County of *York*, after such Average Quantity of Water shall be ascertained as aforesaid, and a Copy of such Record, signed by the Clerk of the Peace for the said Riding, shall be at all Times Evidence of the same, and that if at any Time hereafter the Average Quantity of the Water of the said Brooks and Streams, so to be ascertained as aforesaid, shall be diminished by the said Tunnel or other Works of the said *Huddersfield* Canal, the said *Huddersfield* Canal Company shall, and they are hereby required, at their own Expence, from Time

to Time and at all Times, to cauſe to be diſcharged into the ſaid Brooks or Streams a Quantity of Water from the Summit Level of the ſaid *Huddersfield* Canal, or from ſome Reſervoir or Reſervoirs which ſhall be conſtructed above that Level, which ſhall be equal to ſuch Diminution.

If Rain to affect the Brooks, &c. ſhall fall at the Time appointed for aſcertaining the Average, the Admeaſurement may be poſtponed.

XVIII. Provided always, and be it further enacted, That if it ſhall happen that between the Time of giving ſuch Notice as aforeſaid, and the Day appointed by the Engineer to the ſaid *Huddersfield* Canal Company, for meaſuring or aſcertaining the Average Quantity of Water flowing down the ſaid Brooks and Streams, or any of them, there ſhall fall a Quantity of Rain ſufficient to affect any of the ſaid Brooks or Streams, ſo as to increaſe the ſame above the Average Quantity or Produce of the Water thereof in common Seaſons, that then, and in ſuch Caſe, the Engineer to the ſaid *Huddersfield* Canal Company may defer the Admeaſurement thereof to any other Day in each of the ſaid Months, giving at leaſt Three days Notice thereof to the Engineer appointed as aforeſaid, on Behalf of the Perſons intereſted in the ſaid Mills and Millſteads, and ſuch other Perſon appointed as aforeſaid, in order that an Admeaſurement of the Water may be avoided at or during the Time of the Fall, or during the Effect of any ſuch Quantity of Rain.

If the Mill Owners Engineer refuſe to act, Company's Engineer may meaſure, &c.

XIX. Provided alſo, and be it further enacted, That in caſe the Engineer appointed as aforeſaid, on Behalf of the Perſons intereſted in the ſaid Mills and Millſteads, ſhall, after ſuch Notice as aforeſaid, refuſe or neglect to act in the meaſuring or aſcertaining ſuch Water as aforeſaid, then and in ſuch Caſe the Average Quantity of ſuch Water ſhall be meaſured and aſcertained by the Engineer appointed by or on Behalf of the ſaid *Huddersfield* Canal Company, and ſhall be certified by him in Manner aforeſaid, and the ſame ſhall be as valid and effectual as if the other Engineer had acted therein.

Power for Company to remove Weirs, *etc.* but not till new Ones are made in lieu thereof.

XX. And be it further enacted, That in all Caſes where it may be neceſſary, for the Purpoſe of making the ſaid *Huddersfield* Canal, or any of the Works thereof, to remove any of the Weirs, Dam Stones, Shuttles, or Goits, or to divert or remove any ancient Watercourſe belonging to any Mill or Mills, the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, before they ſhall have any Power or Authority to take up or deſtroy any ſuch Weirs, Dam Stones, Shuttles, or Goits, at their own Expence to make, erect, and ſet up, ſuch new Weirs or Dam Stones, Shuttles or Goits, (as the Caſe may be), as may or ſhall be neceſſary and proper, and ſubſtantial and effectual for the Purpoſes of the reſpective Mills and Works to which ſuch Weirs, Dam Stones, Shuttles, or Goits, ſo to be taken up or deſtroyed, do or ſhall belong, and ſo as to give as great a Fall of Water to the Proprietors of each Mill as they have heretofore enjoyed or are entitled to; and the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required to maintain, uphold, ſupport, and keep in Repair, at their own Expence, all ſuch new Weirs or Dam Stones, Shuttles, and Goits, for the Space of Five Years next after the making, erecting, and ſetting up the ſame; and that the ſaid *Huddersfield* Canal Company ſhall not, in the making, erecting, or ſetting up, any ſuch new Weirs, Dam Stones, Shuttles, or Goits, or in pulling up or deſtroying any ſuch old Weirs, Dam Stones, Shuttles, or Goits, ſtop, hinder, or prevent, any Mill from working, for a longer Time than ſhall be

abſolutely neceſſary for thoſe Purpoſes; and that the ſaid *Huddersfield* Canal Company ſhall, and are hereby required to make reaſonable Satisfaction to the Owners or Occupiers of ſuch Mills, for all Damages which they may ſuſtain by Reaſon or Means of the Execution of any of the Works aforeſaid; ſuch Damages, in caſe of Diſpute between the ſaid *Huddersfield* Canal Company and the Owners or Occupiers of ſuch Mills, to be ſettled, aſcertained, and removed, in ſuch and the like Manner, and by ſuch and the like Means, as herein provided and preſcribed for the Recovery of Satisfaction for the Damages to be done by the ſaid *Huddersfield* Canal Company in making the ſaid Canal.

How the Water ſhall be conveyed from the Reſervoirs into the Canal.

XXI. And whereas it will be convenient to the ſaid *Huddersfield* Canal Company, and greatly advantageous to the Owners and Occupiers of Mills ſituate between any of the Reſervoirs and the ſaid *Huddersfield* Canal, if the Water of each Reſervoir, when drawn off for the Supply of the Canal, be drawn down the common Channel of the River or Brook on which ſuch Reſervoir ſhall be ſituated, ſo as to be uſeful to ſuch Mills as may be below ſuch Reſervoir, and above the Level of the ſaid *Huddersfield* Canal; be it therefore further enacted, That proper, ſubſtantial, and permanent Gauge Weirs, with neceſſary Dams, Stanks, and Sluices thereto, ſhall be fixed under the Directions of the Engineers herein appointed to aſcertain the natural Streams of the Rivers and Brooks aforeſaid, One of which Gauge Weirs ſhall be fixed where the Water ſhall be drawn off from each Reſervoir into the River or Brook below, and a ſimilar One at the Place where the Water ſhall be taken out of ſuch River or Brook into the ſaid *Huddersfield* Canal; and when the Water ſhall be drawn off from any Reſervoir, it ſhall be cauſed to paſs through the Gauge fixed for that Purpoſe into the Brook, by One of the Four Agents appointed, as herein directed, for regulating the ſaid Gauge Weirs, in whoſe Diſtrict ſuch Reſervoir ſhall be ſituated, and ſuch Agent ſhall regulate the Sluices and Gauge Weir below, ſo that the ſame regular Stream which ſhall paſs out of ſuch Reſervoir into the River or Brook, and no more, may paſs out of the ſaid River or Brook reſpectively into the ſaid *Huddersfield* Canal, during the Time ſuch Water ſhall be drawn from ſuch Reſervoir, and no longer, and ſo that the natural Stream of ſuch River or Brook may not be diminiſhed thereby; and no Water ſhall be taken from any Reſervoir into the ſaid *Huddersfield* Canal, until ſuch permanent Gauge Weirs ſhall be erected and finiſhed as laſt aforeſaid.

Canal to be made northerly of *French's Mill*.

XXII. And be it further enacted, That the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required to make the ſaid *Huddersfield* Canal on the northerly Side of a certain Mill ſituate in *Saddleworth* aforeſaid, called *French's Mill*.

To compel the Proprietors to lay a Trunk under the Canal in Mr. *Savile's* Eſtate in *Golcar*.

XXIII. And be it further enacted, That the ſaid *Huddersfield* Canal Company, before that Part of the ſaid Canal through *Skire-bottom* Farm, in *Golcar*, the Eſtate of the Honourable *Richard Lumley Savile*, ſhall be made navigable, ſhall, and they are hereby required to make, lay, and for ever keep in Repair, under the ſaid Canal, One Culvert or Trunk, of ſufficient Depth and Dimenſions, to convey the common Current of the River at *Golcar* aforeſaid, under the ſaid *Huddersfield* Canal where the ſaid *Richard Lumley Savile*, or the Perſon or Perſons in Reverſion or Remainder, according to the Eſtates thereof limited by the Will

of Sir *George Savile*, late of *Rufford*, in the County of *Nottingham*, Baronet, deceaſed, or his or their Heirs, ſhall require, for the Purpoſe of conveying Water from and out of the ſaid River at *Golcar* aforeſaid, under the ſaid Canal, in the ſaid Farm, ſo as to preſerve for the Uſe of the Owner thereof the Fall of Water now in the ſaid Eſtate; and alſo ſhall, and they are hereby required to lay all the Earth, Stone, and Rubbiſh, which ſhall or may ariſe in the digging or cutting of the ſame Part of the ſaid Canal through the ſame Farm, and which ſhall not be uſed in making and forming the neceſſary Banks and Works of and for the ſaid Canal, upon the South Side of the ſaid Canal; and that the ſaid Culvert or Trunk ſhall be made and kept in Repair at the proper Coſts and Charges of the ſaid *Huddersfield* Canal Company.

For making a Lock at the Junction of this Canal with Sir *John Ramſden's* Canal.

XXIV. And be it further enacted, That the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required to make and conſtruct on the ſaid *Huddersfield* Canal, where the ſame ſhall communicate with the ſaid Canal of the ſaid Sir *John Ramſden*, a Lock not exceeding the Width of Eight Feet, and of ſuch Depth, that the Fall from the Firſt Pond on the ſaid *Huddersfield* Canal above the ſaid Lock, into the ſaid Canal of the ſaid Sir *John Ramſden*, ſhall not be leſs than Six Feet perpendicular, any Thing in this Act contained to the contrary thereof in anywiſe notwithſtanding.

This Act not to affect the Rights granted to Sir *John Ramſden* by an Act paſſed in 14 *Geo.* III.

XXV. And be it further enacted, That nothing herein contained ſhall extend, or be conſtrued to extend, to debar, deprive, or hinder, the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, from the full and free Uſe and Enjoyment of all and every the Authorities, Powers, and Privileges, granted to him and them, in and by an Act of Parliament made and paſſed in the Fourteenth Year of the Reign of His preſent Majeſty, intituled, *An Act for enabling Sir* John Ramſden *Baronet, to make and maintain a Navigable Canal from the River* Calder, *between a Bridge called* Cooper's Bridge *and the Mouth of the River* Colne, *to the* King's Mill *near the Town of* Huddersfield, *in the Weſt Riding of the County of* York, except as is herein-after mentioned; any Thing in this Act contained to the contrary thereof in anywiſe notwithſtanding.

No Rates to be paid to Sir *John Ramſden* for Goods navigated from this Canal to his Navigation Warehouſes.

XXVI. Provided always nevertheleſs, and be it further enacted, That nothing in the ſaid laſt-mentioned Act or in this Act contained ſhall authorize or empower, or be conſtrued to authorize or empower the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, or his or their Agents or Servants, or any other Perſon or Perſons whomſoever, on any Account or Pretence whatſoever, to aſk, demand, or take, from the ſaid *Huddersfield* Canal Company, their Agents or Servants, or any of them, or from any other Perſon or Perſons whomſoever, any Tonnage or Tonnages, or any Rate or Due, Rates or Dues whatſoever, for any Goods, Wares, or Merchandize, Commodities, or other Things whatſoever, which ſhall or may be navigated, carried, or conveyed, out of or from the ſaid *Huddersfield* Canal, upon or along any Part of the ſaid Canal of the ſaid Sir *John Ramſden*, lying between the ſaid *Huddersfield* Canal and the Navigation Warehouſes of the ſaid Sir *John Ramſden*, now erected near to the Town of *Huddersfield* aforeſaid; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

XXVII. Pro-

XXVII. Provided alſo, and be it further enacted, That it ſhall be lawful for the ſaid *Huddersfield* Canal Company, or their or any of their Agents, Servants, and Workmen, at their free Will and Pleaſure, in caſe the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, ſhall fail or neglect ſo to do, to widen and deepen, and from Time to Time, and at all Times hereafter, to ſcour and cleanſe that Part of the ſaid Canal of the ſaid Sir *John Ramſden*, lying between the ſaid *Huddersfield* Canal and the ſaid Navigation Warehouſes of the ſaid Sir *John Ramſden*, ſituate in or near to the Town of *Huddersfield* aforeſaid, and to make and maintain a ſufficient Towing Path or Haling Path along the Side of the ſame, and to erect a ſufficient Bridge for the ſaid Path, over the ſaid Canal of the ſaid Sir *John Ramſden*, ſo that the ſame may be always in a fit and complete State for the eaſy navigating, haling, and drawing, of Boats and Veſſels from and out of the ſaid *Huddersfield* Canal into and along the ſaid Canal of the ſaid Sir *John Ramſden*, as fully and effectually, to all Intents and Purpoſes, as the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, can or may do under the Authority of the ſaid recited Act; any Thing in the ſaid recited Act, or in this Act, contained to the contrary thereof in anywiſe notwithſtanding.

Power for the Company to maintain navigable that Part of Sir *John Ramſden*'s Canal lying between this Canal and his Navigation Warehouſes, in caſe Sir *John Ramſden* neglects ſo to do.

XXVIII. And, in order that the Water in the ſaid Canal of the ſaid Sir *John Ramſden* may not be waſted by the navigating of ſmall Veſſels through the Locks on the ſame Canal, be it further enacted, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid *Huddersfield* Canal Company, their Servants, Agents, or Workmen, or any other Perſon or Perſons whomſoever, to navigate, hale, or draw, or cauſe to be navigated, haled, or drawn, any Boat, Barge, or other Veſſel whatſoever, from and out of the ſaid *Huderſfield* Canal, in, to, or upon, any Part of the ſaid Canal of the ſaid Sir *John Ramſden*, further than the Lock now made in and upon the ſaid laſt-mentioned Canal, commonly called or known by the Name of *The Red Doles Lock*, without the Conſent of the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, for that Purpoſe firſt had and obtained.

Boats from this Canal not to be navigated further down Sir *John Ramſden*'s Canal than *Red Doles* Lock, without his Conſent.

XXIX. And be it further enacted, That the Average for Three Years laſt paſt, (or any Three ſucceſſive Years previous to the completing the ſaid *Huddersfield* Canal), at the Option of the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, ſhall be made and taken of the Annual Income of the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, for the Warehouſing and Wharfage of Goods, Wares, Merchandize, Grain, or other Articles uſually lodged in his Navigation Warehouſes, and on his Wharfs near to the Town of *Huddersfield* aforeſaid; and if at any Time hereafter, by uſing the ſaid *Huddersfield* Canal, any Diminution or Loſs ſhall happen to the Annual Income of the ſaid Sir *John Ramſden*, his Heirs or Aſſigns, for ſuch Warehouſing and Wharfage as aforeſaid, upon taking and making a like Average of Three Years, then, and in ſuch Caſe, the ſaid *Huddersfield* Canal Company ſhall and they are hereby required to make full Satisfaction and Compenſation unto the ſaid Sir *John Ramſden*, his Heirs and Aſſigns, for ſuch Diminution of the Average Annual Income aforeſaid, ſuch Satisfaction and Compenſation to be aſcertained, in caſe of any Difference concerning the ſame, in like Manner as the Value of any Lands or other Hereditaments, to be taken or uſed for the Purpoſes of this Act, is herein directed to be aſcertained.

For ſecuring to Sir *John Ramſden*, a Compenſation for any Damage occaſioned to his Income by the Decreaſe of the Warehouſing and Wharfage of Goods in his Warehouſes, or on his Wharfs.

XXX. And

Breadth of Canal and Towing Paths.

XXX. And be it further enacted, That the Lands and Grounds to be taken or uſed for the making of the ſaid *Huddersfield* Canal, and for the Towing Paths thereto, and the Ditches, Drains, and Fences, to ſeparate ſuch Towing Paths from the adjoining Grounds, ſhall not exceed Thirty Yards in Breadth, except in ſuch Places where any Docks, Baſons, or Pens of Water ſhall be made, or where the ſaid *Huddersfield* Canal, or any Part thereof, ſhall be raiſed higher or cut more than Six Feet below the preſent Surface of the Land, and except 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 Warehouſes, Cranes, or Weigh Beams, may be erected, or where any Wharfs or other Places may be ſet out or appropriated for the Reception or Delivery of any Coals, Lime, Lime Stone, Minerals, Timber, or other Goods, Wares, and Merchandize, which ſhall be conveyed on the ſaid Navigation, and not above Sixty Yards in Breadth in any Place, without the Conſent of the Owners of the Lands or Hereditaments adjoining to the ſaid *Huddersfield* Canal.

Where Roads are injured, others to be made.

XXXI. Provided always, and be it further enacted, That in all Caſes where, in Exerciſe of the Powers aforeſaid, any Part of any Carriage or Horſe Road, either publick or private, ſhall be found neceſſary to be cut through, taken, or ſo much injured as to be impaſſable or inconvenient for Travellers or Carriages, or the Perſons entitled to the Uſe thereof, the ſaid *Huddersfield* Canal Company ſhall, at their own Expence, before any ſuch Road ſhall be cut through, taken, or injured as aforeſaid, cauſe a good and ſufficient Carriage or Horſe Road (as the Caſe may require) to be ſet out and made inſtead thereof, as convenient for Paſſengers and Carriages as the Road ſo to be cut through, taken, or injured as aforeſaid, or as near thereto as may be, and ſhall cauſe the ſame to be put in good and ſubſtantial Order and Condition.

No Buildings to be erected on the Towing Paths, except for the Navigation.

XXXII. And be it further enacted, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to enable the ſaid *Huddersfield* Canal Company to erect or build any Houſe, Mill, or other Building, (other than and except Warehouſes, Toll Houſes, Watch Houſes, and Cottages, and other Conveniencies for their Workmen, for the Uſe of the ſaid Navigation), upon the Lands which ſhall be ſet out for the Towing Paths, Wharfs, or Quays, or other Purpoſes of the ſaid Navigation, without the Conſent of the Perſon or Perſons who ſhall be Owner or Owners of ſuch Lands, at the Time of ſetting out the ſame for the Purpoſes aforeſaid, or to convert or employ any Water that ſhall be brought into or diſcharged out of the ſaid *Huddersfield* Canal, or any Trenches or Sluices hereby authorized to be made for the Uſe of any Mill or Mills hereafter to be erected near the ſame, or to cut down any Timberwood, Bruſhwood, or Underwood, upon any of the Eſtates or Lands through or into which the ſaid *Huddersfield* Canal, Towing Paths, Sluices, Roads, Paſſages, Works, or Conveniencies, or any Part thereof reſpectively, ſhall be made, except ſuch Timberwood, Bruſhwood, or Underwood, as ſhall grow or be in or upon any of the Lands or Grounds which ſhall be taken or uſed for the making of the ſaid *Huddersfield* Canal, Towing Paths, Trenches, Sluices, Roads, Paſſages, Works, or Conveniencies reſpectively, as aforeſaid; and the Proprietors of the ſaid reſpective Lands and Grounds on which ſuch Timberwood, Bruſhwood, or Underwood

derwood ſhall ſtand or be growing, at the Time of the Commencement of this Act, their Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall have it in their Election to take ſuch Timberwood, Bruſhwood, or Underwood reſpectively, when felled or cut down by the ſaid *Huddersfield* Canal Company, at ſuch Price or Value as the ſame reſpectively ſhall have been eſtimated at or purchaſed by the ſaid *Huddersfield* Canal Company; but in caſe the ſame ſhall not have been eſtimated at or purchaſed by them, upon a Valuation ſeparate and diſtinct from the Lands or Grounds upon which the ſame ſhall reſpectively grow, then at ſuch Price or Value as ſhall be agreed on for that Purpoſe, between ſuch Proprietors or Owners of Lands and the ſaid *Huddersfield* Canal Company, or their Agents; and in caſe of any Difference in ſettling or aſcertaining the ſame, then at ſuch Price or Value as the Commiſſioners hereby appointed ſhall direct; and if any Houſe, Mill, or other Building, ſave as aforeſaid, ſhall be erected upon any ſuch Lands or Grounds, without ſuch Conſent as aforeſaid, it ſhall and may be lawful for the Perſon or Perſons who was or were Owner or Owners of ſuch Lands or Grounds at the Time of ſetting out the ſame, for the Purpoſes aforeſaid, or his, her, or their Heirs, Executors, Adminiſtrators, or Aſſigns, to take or pull down, and remove ſuch Houſes, Mills, and other Buildings, without being deemed guilty of Treſpaſs, or liable to any Action or Proſecution for ſo doing.

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

XXXIII. And be it further enacted, That after any Lands, Grounds, or Hereditaments, ſhall be ſet out and aſcertained for making the ſaid *Huddersfield* Canal, or any Part or Parts thereof, and for providing and conſtructing the Wharfs, and other Works and Conveniencies herein-before mentioned, or any of them, it ſhall be lawful for all Bodies Politick, Corporate, or Collegiate, Corporations Aggregate or Sole, Huſbands, Guardians, Truſtees, and Feoffees in Truſt for charitable and other Purpoſes, Committees, Executors, and Adminiſtrators, and all other Truſtees and Perſons whomſoever, not only for and on Behalf of themſelves, their Heirs and Succeſſors, but alſo for and on the Behalf of their Ceſtuique Truſts, whether Infants, iſſue unborn, Lunaticks, Ideots, Femes Covert, or other Perſon or Perſons, and to and for all Femes Covert, who are or ſhall be ſeiſed, poſſeſſed of, or intereſted in their own Right, or entitled to Dower, or other Intereſt therein, and to and for all and every other Perſon or Perſons whomſoever, who is, are, or ſhall be ſeiſed, poſſeſſed of, or intereſted in, any Lands, Grounds, or Hereditaments, which ſhall be ſo ſet out and aſcertained for the Purpoſes aforeſaid, to contract for, ſell, and convey, the ſame, and every Part thereof, unto the ſaid *Huddersfield* Canal Company; and if it ſhall happen that, by making the ſaid *Huddersfield* Canal, or by the Conveyance of Water thereto, or by making or conſtructing of any of the Works hereby authorized to be made, the Property of any Land Owner or Land Owners ſhall be ſeparated into ſmall Parcels, ſo as to render the Occupation thereof inconvenient, it ſhall be lawful for ſuch Bodies Politick, Corporate, and Collegiate, and all and every ſuch other Perſon and Perſons ſo entitled or intereſted as aforeſaid, by and with the Conſent of the Commiſſioners hereby appointed, or any Five or more of them, to be teſtified by Writing under their Hands and Seals, although they may not be aſſembled at any Meeting of the ſaid Commiſſioners, to be held by virtue of this Act, to contract for, ſell, and diſpoſe of, or to convey in Exchange for other Lands, all or any Part of ſuch ſmall Parcels of Land ſo ſeparated, to any Perſon or Perſons whomſoever,

Lands ſeparated into ſmall Parcels may be exchanged or ſold.

whomſoever, for ſuch Price or Conſideration in Money, or other Equivalent, as to the ſaid Commiſſioners ſhall ſeem reaſonable; and that 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 in anywiſe notwithſtanding; and all Bodies Politick, Corporate, or Collegiate, and all other Perſons whomſoever, ſo 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 Contract, Agreements, Sales, Conveyances, Exchanges, and Aſſurances, (other than thoſe which concern any Purchaſe or Exchange between any ſuch reſpective Land Owners), ſo to be made as aforeſaid, ſhall be made at the Expence of the ſaid *Huddersfield* Canal Company; and ſuch of them as ſhall be made of any Lands or other Hereditaments to the ſaid *Huddersfield* Canal Company, ſhall be made according to the following Form; *(videlicet)*,

Form of Conveyance to the Company.

'I *A. B.* of in Conſideration of the Sum of to me paid, [*or* in Conſideration of the Annual Rent of to me to be hereafter yielded and paid], by the *Huddersfield* Canal Company, do hereby grant and releaſe to the ſaid *Huddersfield* Canal Company, all [*deſcribing the Premiſes to be conveyed*] and all my Right, Title, and Intereſt, in and to the ſame, and every Part thereof, to hold to the ſaid *Huddersfield* Canal Company for ever, by virtue and according to the true Intent and Meaning of the Act of Parliament paſſed for making and maintaining the ſaid *Huddersfield* Canal. In witneſs whereof I have hereunto ſet my Hand and Seal, this Day of in the Year of our Lord

And which ſaid Conveyances ſhall be kept by the Clerk or Clerks to the ſaid *Huddersfield* Canal Company, who ſhall, from Time to Time, when requeſted, deliver atteſted Copies thereof to any Perſon or Perſons requiring the ſame, and ſhall have and receive Two Shillings and Sixpence for every ſuch atteſted Copy; and every ſuch Conveyance as aforeſaid, which ſhall be made to any Perſon or Perſons, other than the ſaid *Huddersfield* Canal Company, ſhall be according to the following Form; *(videlicet)*,

Form of Conveyance to other Perſons than the Company.

'I *A. B.* of do hereby, in Conſideration of the Sum of to me in Hand paid by *C. D.* of at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge [*or*, in Exchange for certain Lands ſituate conveyed to me by *C. D.* by Writing under his Hand and Seal, bearing even Date herewith], convey and aſſign to the ſaid *C. D.* all [*deſcribe the Premiſes*], to hold to the ſaid *C. D.* his Heirs and Aſſigns, for ever, as witneſs my Hand and Seal, the Day of in the Year of our Lord

And every ſuch Conveyance ſhall be valid and effectual.

Pieces of Land cut off, being leſs than Half

XXXIV. Provided always, and be it further enacted, That if, in making the ſaid *Huddersfield* Canal, any Pieces or Parcels of Ground ſhall be

cut through and divided, ſo that what ſhall be left on each or either Side of the ſaid *Huddersfield* Canal ſhall be leſs than Half an Acre in Quantity, or leſs than Twenty Yards in Breadth throughout the whole Length thereof, and if the Owner or Owners of any ſuch Pieces or Parcels of Ground ſhall not have any other Land or Ground adjoining or contiguous to what ſhall be ſo left on each or either Side of the ſaid *Huddersfield* Canal, then and in every ſuch Caſe the ſaid *Huddersfield* Canal Company ſhall alſo take and purchaſe the Piece or Parcel, Pieces or Parcels, of Ground ſo to be left on each or either Side of the ſaid *Huddersfield* Canal, being leſs than Half an Acre in Quantity, or leſs than Twenty Yards in Breadth throughout the whole Length thereof as aforeſaid, and ſhall pay for the ſame after the ſame Rate, and in the ſame Manner, as they ſhall pay for the Land or Ground adjoining thereto, which ſhall be taken and uſed for making the ſaid *Huddersfield* Canal, provided the Owner or Owners, or the Perſon or Perſons entitled to the Poſſeſſion or to the Rents and Profits of ſuch ſmall Pieces or Parcels of Ground reſpectively, ſhall require the ſaid *Huddersfield* Canal Company to take and purchaſe the ſame, but not otherwiſe, and the Conſent of the Commiſſioners is hereby declared not to be neceſſary to the Sale, to the ſaid Company, of any Pieces or Parcels of Ground anſwering the Deſcription next before-mentioned.

an Acre, or leſs than 20 Yards in Breadth, ſhall be purchaſed by the Company if required.

XXXV. And be it further enacted, That in all Caſes where, by the effecting of the ſaid Undertaking, any Part or Parts of the Lands or Grounds of any Perſon or Perſons whomſoever, ſhall be ſevered and divided from the other Part or Parts of the Lands or Grounds of ſuch Perſon or Perſons ſo as to deprive ſuch Perſon or Perſons, or the Occupier or Occupiers of ſuch Lands or Grounds, of a convenient or proper Acceſs to the ſame, then and in every ſuch Caſe the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, either to purchaſe the Lands or Grounds ſo ſeparated and deprived of a Road as aforeſaid, (the Purchaſe Money in ſuch Caſes to be ſettled, adjuſted, and levied, by ſuch Ways and Means as are herein appointed with regard to other Purchaſe Monies, and to be apportioned, paid, and diſpoſed of, in the Manner herein directed), or to build and conſtruct, and afterwards to maintain and keep in good and ſufficient Repair, a proper Bridge or Bridges, at the Coſts and Charges of the ſaid *Huddersfield* Canal Company, for the Convenience of the Owner or Owners, and Occupier or Occupiers, of ſuch Lands or Grounds, as the ſaid Commiſſioners, appointed by virtue of this Act, ſhall think fit and determine, in caſe ſuch Owner or Owners ſhall require either ſuch Land to be purchaſed, or a Bridge to be erected for the Uſe thereof; and that if the ſaid *Huddersfield* Canal Company ſhall neglect or refuſe, by the Space of Six Calendar Months next after Notice ſhall be given to them, or the Clerk or Clerks by them appointed, to purchaſe ſuch Parts of the Lands or Grounds which ſhall be ſo deprived of a Road thereto as aforeſaid, or to build and conſtruct, and keep in good and ſufficient Repair, ſuch Bridge or Bridges, purſuant to a Determination of the ſaid Commiſſioners, that then and in every ſuch Caſe it ſhall and may be lawful for the Perſon or Perſons whoſe Lands are ſo ſeparated, and who ſhall have given Notice as aforeſaid, to build himſelf, herſelf, or themſelves, ſuch Bridge or Bridges as ſhall be neceſſary for the Purpoſe of making a proper Communication between the different Parts of the Lands ſo ſeparated, and to recover the Expence of building ſuch

Compelling the Company to purchaſe Pieces of Land ſeparated by the Canal, or to make a Communication by Bridges.

ſuch Bridge or Bridges from the ſaid *Huddersfield* Canal Company, by the ſame Way and Remedy as is herein provided for recovering of other Damages done by effecting the Purpoſes of this Act.

For preſerving Copyhold Rights.

XXXVI. Provided always, and be it further enacted, That all Contracts, Agreements, Bargains, Sales, and Exchanges, of or concerning any Lands, Tenements, or Hereditaments, which ſhall be Copyhold, or of the Nature of Copyhold, ſhall be executed and completed by Surrender thereof, in the reſpective Courts of the Manor whereof ſuch Lands, Tenements, or Hereditaments ſhall be held, according to the Cuſtom of the ſame Manors reſpectively, and ſuch Lands, Tenements, or Hereditaments, ſhall remain and continue ſubject to ſuch and the ſame Fines, Rents, and Services, as are due and payable, and of Right accuſtomed, in ſuch and the ſame Manner as if this Act had not been made, unleſs the Lords of the Manors for the Time being, whereof ſuch reſpective Copyhold Hereditaments ſhall be holden, ſhall be deſirous of enfranchiſing the ſame, in which Caſe ſuch Lords ſhall be competent ſo to do, notwithſtanding they ſhall be ſeiſed of or entitled to the ſame Manors reſpectively for a leſs Intereſt than an Eſtate of Inheritance in Fee Simple: But inaſmuch as the veſting and continuing of ſuch Copyhold Premiſes in the ſaid *Huddersfield* Canal Company, as a Body Corporate, would prevent ſuch Lords from receiving ſuch Benefit of Fines, Heriots, and other Services due upon Death, Deſcent, or Alienation, in like Manner as they would have done in caſe ſuch Copyhold Premiſes had continued to be the Property of Perſons in their natural Capacities, all ſuch Lords of Manors as ſhall decline to enfranchiſe the reſpective Parcels of Copyhold Land held of their reſpective Manors, which ſhall be purchaſed by or veſted in the ſaid *Huddersfield* Canal Company for the Purpoſes aforeſaid, ſhall be entitled to, and ſhall be paid by the ſaid *Huddersfield* Canal Company, a reaſonable Recompence and Satisfaction for the Loſs that will ariſe to them in reſpect to ſuch Fines, Heriots, and other Services, the Enjoyment of which will be diminiſhed or loſt by the veſting and continuing of ſuch Copyhold Premiſes in a Body Corporate; which Recompence and Satisfaction, and alſo the Apportionment of the certain Copyhold Rents iſſuing out of ſuch Copyhold Tenements, of which a Part only ſhall be taken for the Uſe of the ſaid *Huddersfield* Canal, if not ſettled by Agreement between the Parties, ſhall be aſcertained and ſettled by the Commiſſioners hereby appointed, in ſuch Manner, and ſubject to ſuch Verdict of a Jury, if required, as is herein-after directed.

Satisfaction to be made.

XXXVII. And be it further enacted, That all and every Body or Bodies Politick, Corporate, or Collegiate, Truſtees, or other Perſons herein-before capacitated to ſell or convey Lands and other Hereditaments, or any other Owner or Owners, and the Occupier or Occupiers of any Lands or other Hereditaments through, in, or upon which the ſaid *Huddersfield* Canal, Towing Paths, or other Works hereby authorized to be made, or of any Mills, Forges, or other Works from which any Water to ſupply the ſaid *Huddersfield* Canal may or ſhall be taken or diverted, may accept and receive Satisfaction for the Value of ſuch Lands and Grounds, Mills, Forges, or other Works, Water, and Hereditaments, and for the Damages to be ſuſtained by making and completing the ſaid Works herein-before directed, either in Groſs Sums or by Annual Rents, as ſhall be agreed upon by and between the ſaid Parties intereſted reſpectively,

ſpectively, or any of them, and the ſaid *Huddersfield* Canal Company; and in caſe the ſaid *Huddersfield* Canal Company, and the ſaid Parties intereſted in ſuch Lands or Grounds, or other Hereditaments, cannot agree as to the Amount or Value of ſuch Satisfaction, the ſame ſhall be aſcertained and ſettled by the Commiſſioners hereby appointed, in ſuch Manner, and ſubject to ſuch Verdict of a Jury, if required, as is herein-after directed; and all ſuch Yearly or other certain Rents as ſhall be agreed upon between the ſaid *Huddersfield* Canal Company and the ſaid Parties intereſted in ſuch Lands and Grounds or other Hereditaments, or as ſhall be ſo aſcertained and ſettled or apportioned as aforeſaid, ſhall be charged on the Rates ariſing by virtue of this Act, and ſhall be paid by the ſaid *Huddersfield* Canal Company either Yearly or Half-yearly, as the ſame ſhall be agreed to become due and payable; and in caſe the ſame ſhall not be paid within Twenty Days next after the ſame ſhall ſo become due and payable, it ſhall be lawful for the ſaid Commiſſioners, or any Five or more of them, although not aſſembled at any Meeting to be held by virtue of this Act; and they are hereby required, by an Order under their Hands, to appoint One or more Perſon or Perſons to receive the Rates hereby granted and made payable, and to pay the ſame to ſuch Perſon or Perſons to whom the ſaid Yearly Rents ſhall be due and unpaid as aforeſaid, the ſaid Commiſſioners taking ſuch Security from every ſuch Collector, for the due and faithful Execution of his Office, as they ſhall judge proper and ſufficient; and every Perſon ſo appointed ſhall be deemed a Collector of the ſaid Rates, and ſhall have the ſame Power and Authority for collecting the ſame, and ſhall receive and retain thereout a reaſonable Satisfaction for his Trouble therein, in like Manner as if he had been appointed a Collector of the ſaid Rates by the ſaid *Huddersfield* Canal Company, until ſuch Yearly Rents, with all Coſts and Damages occaſioned by the Non-payment thereof, ſhall be fully ſatisfied and paid; or it ſhall be lawful for ſuch Bodies Politick, Corporate, or Collegiate, Truſtees, or other Perſon or Perſons, to whom ſuch Yearly Rents or Sums ſhall be due and owing as aforeſaid, to ſue for and recover the ſame with Coſts of Suit, by Action of Debt in any of His Majeſty's Courts of Record, or otherwiſe to ſeize and diſtrain any Boats, Veſſels, or other Goods or Effects, of the ſaid *Huddersfield* Canal Company, which ſhall be found upon the ſaid *Huddersfield* Canal, or in or upon the Wharfs, Quays, Warehouſes, or other Works thereto belonging, (Information of ſuch Diſtreſs being immediately given to the ſaid *Huddersfield* Canal Company, by Notice in Writing delivered to ſome of their Clerks or Collectors of the Rates, or affixed to ſome of their Wharfs or Quays near to the Place where ſuch Diſtreſs was made), and to detain the ſame until Payment of ſuch Yearly Rents then due and owing, together with the reaſonable Charges attending ſuch Diſtreſs; and if ſuch Diſtreſs ſhall not be redeemed within Five Days next after making the ſame, and Notice thereof given in Writing as aforeſaid, then ſuch Boats, Veſſels, or other Goods and Effects ſo diſtrained, ſhall and may be ſold or diſpoſed of in ſuch Manner as the Law directs in caſe of a Diſtreſs for Rent.

If Parties cannot agree, Price to be ſettled by Commiſſioners or a Jury.

Yearly Rents charged on the Rates.

XXXVIII. And whereas Differences may ariſe between the ſaid *Huddersfield* Canal Company and the ſeveral Owners of and Perſons intereſted in the Lands, Grounds, Tenements, Hereditaments, Mills or Waters which ſhall or may be affected or prejudiced by the Execution of the Powers hereby granted, touching the Purchaſe Money to be paid, or Recompence

Commiſſioners for ſettling Differences.

pence to be made to then reſpectively; be it therefore enacted, That the Right Honourable the Earl of *Mexborough*, the Right Honourable *George Harry Grey*, commonly called Lord *Grey*, the Right Honourable *George Legge*, commonly called Lord Viſcount *Lewiſham*, the Right Honourable Sir *Richard Pepper Arden* Knight, Maſter of the Rolls, the Honourable *Henry Legge*, the Honourable *Arthur Kay Legge*, the Honourable *Edward Legge*, the Honourable *Auguſtus George Legge*, the Honourable *Booth Grey*, the Honourable *John Grey*, the Honourable *William Booth Grey*, the Honourable *Anchitel Grey*, the Honourable *Henry Grey*, the Honourable *Wilbraham Tollemache*, the Honourable *Richard Lumley Saville*, the Honourable *Frederick Lumley*, the Honourable and Reverend *John Lumley*, the Honourable *Henry Savile*, the Honourable *Charles Savile*, Sir *George Armytage* Baronet, Sir *John Ramſden* Baronet, Sir *Thomas Pilkington* Baronet, Sir *William Lowther* Baronet, Sir *William Milner* Baronet, Sir *Rowland Winn* Baronet, Sir *Henry Mainwaring* Baronet, Sir *Watts Horton* Baronet, Sir *Booth Gore* Baronet, Sir *John Parker Moſley* Baronet, Sir *Robert Cotton* Baronet, *John Arden*, *James Ackers*, *Francis Dukinfield Aſtley*, *William John Aſtley*, *Richard Arkwright*, *George Armytage*, *John Armytage* late of *Doncaſter*, *George Armitage*, *Joſeph Armitage*, *John Armytage* of *Kettlethorpe*, *John Alexander* Clerk, *Joſeph Atkinſon*, *John Atkinſon* junior, *Thomas Atkinſon*, *Law Atkinſon*, *Henry Andrews*, *Joſeph Atkinſon* junior, *John Addiſon*, *William Armytage*, *Edmund Armiſtead* Clerk, *Thomas Allen*, *Thomas Atkinſon* of *Bradley Mills*, *Charles Atkinſon*, *John Armitage* of *Woodhouſe*, *William Armitage* of *Woodhouſe*, *John Andrew*, *Jonah Andrew*, *John Blackburne*, *Thomas Butterworth Bayley*, *Michael Bentley*, *John Peploe Birch*, *John Barrow*, *John Brown*, *Thomas Beard*, *Arnold Birch*, *Archibald Bell*, *Gideon Bickerdike*, *Edmund Batterſby*, *William Brocklehurſt*, *James Bayley*, *Joſeph Booth*, *Foſter Bower*, *Robert Bancroft*, *William Barrow*, *William Barrow* junior, *Richard Henry Beaumont*, *John Beaumont*, *Thomas Beaumont*, *Abraham Beaumont*, *John Battye*, *Richard Battye* of *London*, *Daniel Battye*, *Godfrey Berry*, *John Batley*, *Henry Barker*, *Joſeph Blackburn*, *Charles Brook*, *Joſeph Brook*, *John Booth* of *Kirkburton*, *John Brook*, *Lancelot Bellas* Clerk, *Joſeph Bradley*, *John Bradley*, *John Booth*, *William Battye*, *John Beaumont* of *Grange Moor Top*, *James Buckley* of *Tunſtead*, *John Buckley* of *Tunſtead*, *James Buckley* junior, *John Broadbent*, *Robert Buckley* of *Boarſhurſt*, *James Buckley* of *Thurſton Clough*, *James Bulkley* of *Linfits*, *Robert Buckley* of *Wall Hill*, *John Buckley* of *Cheſter*, *John Boſtock*, *John Buckley* of *Stayley Wood*, *John Booth* of *Green Acres*, *James Butterworth*, *William Brennand*, *John Crewe*, *Thomas William Coke*, *Edward Cole*, *Samuel Clowes* junior, *Penn Aſheton Curzon*, *George Hyde Clarke*, *Henry Cardwell*, *John Coats* Clerk, *John Crowder*, *John Crowder* junior, *James Croſsland*, *Daniel Croſsland*, *James Croſsland* junior, *Joſhua Croſsland*, *Benjamin Clay*, *Joſhua Clegg*, *William Child*, *William Clegg*, *James Clegg*, *John Dyſon*, *James Dyſon*, *Bramhall Dyſon*, *Spencer Dyſon*, *Humphrey Dyſon*, *William Dyſon*, *Francis Davenport*, *William Davenport*, *John Dobſon*, *Thomas Dransfield* of *Huddersfield*, *Elihu Dickinſon*, *William Egerton*, *Alexander Eaſon* M. D. *Edward Elmſall*, *William Elmſall*, *Henry Elmſall* Clerk, *Matthew Fletcher*, *Peter Davenport Finney*, *Ferrier* M. D. *Samuel Finney*, *Samuel Firth*, *Samuel Finney* junior, *Francis Farrand Foljambe*, *Bacon Frank*, *James Farrer*, *Francis Fawkes*, *Benjamin Fearnley*, *William Fenton*, *William Fenton* junior, *Samuel Fenton*, *Lewis Fenton*, *Robert*

Robert Firth, Edward Greaves, Robert Gorton, Richard Gorton, Samuel Greg, Joſeph Gould, Robert Gee, Joſeph Gould, Robert Grimſhaw, John Grimſhaw, George Grimſhaw, John Greenwood, Richard Greenwood, Thomas Green, John Greaves, Thomas Horton of *Holroyd, Thomas Horton* Clerk, *William Horton* Clerk, *William Robert Hay, James Harriſon, William Hardman, Dauntesey Hulme, William Houghton, Samuel Hall* Clerk, *Edward Gregg Hopwood, Robert Gregg Hopwood, Richard Hall, Samuel Hardman, William Hardman, Stanhope Harvey, Stanhope Harvey* junior, *William Harvey, John Houghton, John Houghton* junior, *Thomas Houghton, John Haigh* of *Golcarhill, William Haigh, Thomas Haigh* of *Gledholt, Benjamin Haigh, Joſeph Haigh, Thomas Holroyd, Abraham Horsfall, William Horsfall* of *Well, William Horsfall* of *Seed Hill, John Horsfall, John Hudſon, Thomas Hudſon* Merchant, *John Hudſon* junior, *Joſhua Hudſon, Henry Hudſon, Joſeph Hall* of *Golcarhill, Thomas Haigh* of *Marſden, Daniel Haigh* of *Marſden, John Haigh* of *London, Daniel Haigh* of *London, Samuel Haigh* of *Marſden, William Hirſt* junior, *John Hirſt, George Hirſt, James Harrop* of *Holmefirth, Edward Hawxby, Thomas Hewittſon, Rowland Houghton, Thomas Helme, Sedney Horton, John Harrop* junior, *Thomas Harrop, James Harrop* junior, *James Harrop* of *Tamewater, Anthony Hardy, James Hobſon, Thomas Hobſon* of *Oldham, John Heawood, James Higgingbottom, Thomas Hardy, John Bower Jodrell, Francis Jodrell, Thomas Marſden Jodrell, Edward Henry Jodrell, Thomas Johnſon, George Johnſon, Croxton Johnſon* Clerk, *Simeon Jacſon, John Judſon, Thomas Judſon, Benjamin Ingham, Joſhua Ingham, Benjamin Ingham* junior, *William Kenworthy, James Kenworthy, Cornelius Kenworthy, John Liſter Kaye, Wilkinſon Liſter Kaye, Benjamin Kennet, John Kearſley, Thomas Peter Legh, Egerton Leigh, John Leigh* of the *Temple, George Leyceſter, Hugh Leyceſter, Oſwald Leyceſter* Clerk, *Thomas Liſter, John Leigh* of *Oughtrington, John George Leigh, George Lloyd, Henry Lees, Edward Laſcelles, Edward Laſcelles* junior, *Henry Laſcelles, William Lee, John Lowe* Clerk, *John Lowther, Benjamin Lockwood, Benjamin Lockwood* junior, *John Lee* of *Wakefield, William Lockwood, William Lee, Gamaliel Lloyd, James Lees* of *Quick, James Lees* of *Clarksfield, Samuel Marſland* junior, *Peter Marſland* junior, *Chriſtopher Marriott, William Marriott, Thomas Marriott, Mitchel* M. D. *Thomas Milne, Richard Slater Milnes, Pemberton Milnes, James Milnes, John Milnes* of *Flockton, John Milnes, James Milnes,* of *Flockton, Richard Milnes, William Milnes* of *Flockton, Joſeph Marriott, Matthew Maſon* junior, *Edmund Mellor, Francis Maud, Joſeph Marſhall, Thomas Marſhall, Stephen Macauley, George Mallinſon, Maſon* of *Farnſley, John Mallinſon, James Midwood, John Mallalieu, John Milnes* of *Milneſcroft, John Mellor, Benjamin Mellor, James Mallalieu, Thomas Norris, Henry Norris, Benjamin North, William North* of *Dewſbury, William North* of *Lockwood, Northen Nichole, Thomas Nelſon, William Oates, George Oxley, Samuel Oldknow, John Platt* of *Heathfields, John Platt* of *Whitelee, Robert Peel, Joſeph Pickford, William Pickford, Joſeph Pickford* Clerk, *John Potter, James Potter, Edward Place, George Philips, Benjamin Potter, Charles Preſcot* Clerk, *Robert Peel, Lawrence Peel, William Pontey, John Plowes, William Prince, Andrew Paterſon, William Rigby, Thomas Robinſon, Robert Ramſden, John Ramſden* Clerk, *John Charles Ramſden, William Ramſden, William Radcliffe, William Roberts, Richard Roberts, Jonathan Roberts* junior, *John Rickaby, George Roberts, Charles Rickaby, James Roberts, William Robinſon, Hugh Ramſden, Abraham Rhodes, John Roberts, John Roberts* junior, *John Radcliffe* of *Stonebreaks, Joſhua Radcliffe,*

Radcliffe, *John Radcliffe* of *Croſs*, *William Radcliffe* of *Croſs*, *Giles Shaw*, *Giles Shaw* junior, *William Shaw*, *Thomas Shaw*, *John Smith*, *Walter Spencer Stanhope*, *John Smyth*, *William Sotheron*, *Frank Sotheron*, *John Sykes* of *Thornhill*, *Robert Smith* Clerk, *William Fenton Scott*, *John Sunderland*, Clerk, *Robert Scott*, *Robert Smithſon*, *Joſhua Smithſon*, *Francis Sykes*, *Joſeph Scott*, *William Steer*, *Samuel Stocks*, *James Steer*, *Cookſon Stephenſon*, *Henry Stables*, *Walter Stables*, *Joſeph Sturges*, *George Styreing*, *Thomas Styreing*, *Thomas Stanley*, *Joſeph Slater*, *John Saxon*, *James Stelfox*, *John Seddon*, *William Tatton*, *John Trafford*, *Thomas Tipping*, *Samuel Taylor*, *James Touchet*, *Joſeph Thackeray*, *William Thackeray*, *John Thackeray*, *Thomas Thornhill*, *George Thornhill*, *Thomas Thompſon*, *John Tinker*, *Richard Tenant*, *John Tinker* junior, *George Tinker*, *Joſeph Taylor* of *Birkby*, *James Turner*, *Thomas Turner*, *Charles Turner*, *John Varley*, *Thomas Varley*, *Charles White* F. R. S. *Thomas Caryll Worſley*, the Reverend *Henry Offley Wright*, *Benjamin Luke Winter*, *Henry Worrall*, *William Whitaker*, *John Wittenbury*, *John Worthington* of *Stockport*, *Robert Wright*, *John Worthington* of *Aſhton-under-Lyne*, *Iſaac Worthington*, *Godfrey Wentworth*, *Edward Mark Winn*, *William Walker* of *Crowneſt*, *John Walker*, *Samuel Walker*, *Joſeph Walker* of *Laſſell's Hall*, *Benjamin Walker*, *William Walker* of *Market Place Huddersfield*, *Charles Walker*, *Thomas Wilſon* Clerk, *John Whitaere*, *George Woodhead*, *John Wright*, *John Whitehead*, *Samuel Whitehead*, *James Whitehead* junior, *John Wood*, *John Woollen*, *Henry Whitehead* junior, of *Dobcroſs*, *Daniel Woolley*, *John Whitehead* of *Quick Hedge*, *John Whitehead* of *Mancheſter*, *John Whitle*, *Joſeph Yates*, and *Thomas Yates*, and their Succeſſors, to be elected in Manner hereinafter mentioned, 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 *Huddersfield* Canal Company, and the ſeveral Proprietors of and Perſons intereſted in any Lands, Grounds, Tenements, or Hereditaments, Mills, Millſteads, Falls of Water, or Waters that ſhall or may be affected or prejudiced by the Execution of any of the Powers hereby granted.

Election of new Commiſſioners.

XXXIX. And, for continuing a ſufficient Number of Commiſſioners for putting this Act in Execution; be it further enacted, That when any of the Commiſſioners hereby appointed, or to be elected in Manner herein mentioned, ſhall die or refuſe to act, the ſurviving or remaining Commiſſioners ſhall, and they are hereby impowered, from Time to Time, at ſome Meeting to be held for that Purpoſe, by Writing under their Hands, to elect and appoint another Perſon in the Place of every Commiſſioner dying or refuſing to act; and all ſuch Commiſſioners ſo to be appointed ſhall, from the Time of their reſpective Appointments, have the like Authority in all Things relating to the Execution of this Act, as if they had been expreſsly named Commiſſioners in and by this Act.

Impowering the Quarter Seſſions to nominate Commiſſioners, in caſe the Survivors neglect, or a ſufficient Number cannot be found in the Neighbourhood.

XL. And be it further enacted, That in caſe it ſhall happen that the ſurviving or remaining Commiſſioners ſhall at any Time neglect or refuſe, upon any Vacancy, to nominate or appoint a new Commiſſioner, or that, for Want of a proper Number of Commiſſioners in the Neighbourhood, it ſhall become difficult to procure a Meeting or Meetings for executing the Powers of this Act, or in caſe the Commiſſioners nominated in this Act, or hereafter to be elected under and by virtue thereof, ſhall be re-

duced to a leſs Number than Twenty-four, then and in any of the ſaid Caſes it ſhall be lawful for the ſaid *Huddersfield* Canal Company, from Time to Time, to make Complaint thereof to the Juſtices of the Peace for the ſaid Riding and Counties, or either of them, as the Caſe may require, at any General Quarter Seſſions of the Peace for ſuch Riding or County; and the Juſtices to whom ſuch Complaint ſhall be made are hereby authorized to receive and hear the ſaid Complaint, and upon due Proof thereof being made to them, to nominate and appoint ſuch fit and proper Perſons as they in their Diſcretion ſhall think fit to be Commiſſioners for the Purpoſes of this Act; and the ſaid Commiſſioners ſo nominated and appointed ſhall from thenceforth have the like Powers and Authorities as if appointed by or under the Authority of this Act.

Commiſſioners may act as Juſtices of the Peace.

XLI. And be it further enacted, That any of the ſaid Commiſſioners who are or ſhall be Juſtices of the Peace for the ſaid Counties or Riding reſpectively, ſhall and may, notwithſtanding their being Commiſſioners, act as Juſtices of the Peace in the Execution of this Act.

Qualification of Commiſſioners.

XLII. Provided always, 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 during the Time of his being a Proprietor in the ſaid Navigation, or concerned or intereſted in any Contract or Bargain made or to be made for the Purpoſes of this Act, or in any Caſe where he ſhall be in anywiſe intereſted or concerned in the Matter in Queſtion, nor unleſs he ſhall reſide in the Counties of *York*, *Lancaſter*, or *Cheſter*, and ſhall be ſeiſed in his own Right, or in the Right of his Wife, and not as a Mortgagee, at the Time of ſuch his acting, of an Eſtate of Freehold or Copyhold, or both, in Lands, Tenements, or Hereditaments, of the Yearly Value of One hundred Pounds, or unleſs he ſhall be poſſeſſed or entitled to a Perſonal Eſtate of the Value of Three thouſand Pounds, or be eldeſt Son or Heir Apparent of a Peer, or of a Perſon qualified to ſerve in Parliament as a Knight of the Shire; nor ſhall any Perſon act as a Commiſſioner in the Execution of this Act (otherwiſe than adminiſtering an Oath or Affirmation to the Effect following to the other Commiſſioners) until he ſhall have taken ſuch Oath or Affirmation before any One or more of the ſaid Commiſſioners, who is or are hereby authorized and impowered to adminiſter the ſame; (that is to ſay),

Oath.

'I *A. B.* do ſwear [*or*, being One of the People called *Quakers*, do ſolemnly affirm] that I am truly and *bona fide* in the actual Poſſeſſion and Enjoyment [*or*, Receipt] of the Rents and Profits of Lands, Tenements, or Hereditaments, of the clear Yearly Value of One hundred Pounds above Reprizes, [*or*, poſſeſſed of or entitled to a Perſonal Eſtate to the Amount or Value of Three thouſand Pounds]; and that I will, without Favour or Affection, truly and impartially, according to the beſt of my Skill and Knowledge, execute and perform the Powers and Authorities veſted in me as a Commiſſioner, by an Act, made in the Thirty-fourth Year of the Reign of King *George* the Third, intituled [*Set forth the Title of this Act.*]'

And the Clerk to the ſaid *Huddersfield* Canal Company ſhall be preſent when ſuch Oath ſhall be taken by any Commiſſioner appointed or to be appointed by virtue of this Act; and an Entry or Memorandum of ſuch Oaths being taken by the Commiſſioners ſhall be made by and certified under the Hand of ſuch Clerk, which Certificate ſhall be deemed ſufficient Evidence of ſuch Oath having been taken, in all Courts whatſoever; and if any Perſon by this Act declared 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*, or in His Majeſty's Court of Common Pleas for the ſaid County of *Lancaſter*, or Court of Seſſion for the County of *Cheſter*, in which Action no Eſſoin, Protection, Privilege, or Wager of Law, or more than One Imparlance, ſhall be allowed; and ſuch Perſon ſo proſecuted ſhall prove that he is qualified as aforeſaid, or otherwiſe ſhall pay the ſaid Penalty, without any other Proof or Evidence on the Part of the Proſecutor than that ſuch Perſon hath acted as a Commiſſioner in the Execution of this Act.

Notice to be given of Meeting of Commiſſioners.

XLIII. 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 this Act, unleſs previous Notice of the Time, Place, and Purpoſe, of ſuch Meeting ſhall be given and inſerted in the *Leeds* and *Mancheſter* Weekly Newſpapers, ſo long as the ſame ſhall be publiſhed, or in ſuch of them as ſhall continue to be publiſhed, or in ſuch other Manner as the ſaid Commiſſioners ſhall direct or appoint, at leaſt Fourteen Days before ſuch Meeting; and that every Meeting of the ſaid Commiſſioners by virtue of this Act ſhall be publick; and that no Act, Order, or Proceeding, of the ſaid Commiſſioners, or any of them, in the Execution of this Act, (except in ſuch Caſes as are hereby otherwiſe directed), ſhall be valid, unleſs the ſame ſhall be made or done at a Meeting to be held in purſuance of this Act; and that all Powers and Authorities by this Act given to or veſted in the ſaid Commiſſioners ſhall and may, from Time to Time, be exerciſed by the Majority of the Commiſſioners preſent at every ſuch Meeting, ſuch Majority on all Occaſions not being leſs than Five.

On Application of the Proprietors or Land Owners Commiſſioners to meet.

XLIV. And be it further enacted, That upon Application to be made by the ſaid *Huddersfield* Canal Company, or any Five or more of them, or by the Owners or Occupiers of any Grounds, Lands, Tenements, or Hereditaments, to be affected by the ſaid *Huddersfield* Canal, or any of the Works neceſſary or relating thereto, or any of them, unto the Commiſſioners appointed by and for the Purpoſes of this Act, or unto any Five or more of them, requeſting or deſiring them to appoint a General Meeting of the Commiſſioners, the Commiſſioners ſo applied to ſhall, and they are hereby reſpectively authorized and required, within Fourteen 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 Days, nor more than Twenty-eight 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, in Execution, and ſhall then adjourn themſelves, and afterwards meet at ſuch Time and Place as the ſaid Commiſſioners there aſſembled ſhall think proper or 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 from Time to Time, as often as the Caſe ſhall happen, the Clerk or Clerks to the ſaid Commiſſioners ſhall and may, by publick Notice to be given in Manner aforeſaid, appoint the ſaid Commiſſioners to meet at the Place where the laſt Meeting of the ſaid Commiſſioners was appointed to be held, on that Day Fortnight after the Day on which the laſt Meeting of the ſaid Commiſſioners was appointed to be held.

Power to hold occaſional Meetings.

XLV. Provided always, and be it further enacted, That it ſhall be lawful for the ſaid Commiſſioners, or any Five or more of them, and they are hereby impowered, although they ſhall not be aſſembled at any 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, and for other Purpoſes, notwithſtanding any Adjournment of the ſaid Commiſſioners.

Places of holding the Meetings of Commiſſioners.

XLVI. Provided alſo, That every Meeting of the ſaid Commiſſioners for hearing and determining any Complaint, Controverſy, Diſpute, or Difference, between the ſaid *Huddersfield* Canal Company and any other Perſon or Perſons, ſhall be held at *Huddersfield*, *Marſden*, *Saddleworth*, or *Aſhtonunder Lyne*, or at ſome Place within One Mile of ſome Part of the ſaid *Huddersfield* Canal, and ſo as that all the Meetings of the ſaid Commiſſioners, to be holden in purſuance of this Act, ſhall be appointed and holden only between the Hours of Ten in the Morning and Four in the Afternoon; and no Order ſhall be made, or any Proceedings of the ſaid Commiſſioners had or done, under this Act, at any earlier or later Hour than as aforeſaid.

Proceedings of Commiſſioners to be entered;

XLVII. And be it further enacted, That all the Orders and Proceedings of the ſaid Commiſſioners ſhall be regularly entered in a Book or Books, to be kept for that Purpoſe, ſuch Book and Books to be open at all ſeaſonable Times to the Inſpection of any Perſon intereſted in the ſaid Proceedings, and deſirous of ſeeing and examining the ſame, without Fee or Reward; and ſuch Entries, being ſigned by ſuch Number of the ſaid Commiſſioners reſpectively as are impowered by this Act to make ſuch Orders, or carry on ſuch Proceedings, ſhall be deemed Originals, and the ſame, or true Copies thereof, ſhall be admitted as Evidence in all Courts whatſoever, and the ſaid Commiſſioners may, and are hereby required at their Firſt Meeting to appoint, out of Three Perſons to be nominated

and their Clerk to be appointed.

nominated by the ſaid *Huddersfield* Canal Company, ſuch One of the ſaid Three Perſons as the ſaid Commiſſioners ſhall think proper to be their Clerk, and from Time to Time may remove any ſuch Perſon; and on ſuch Removal, or in caſe any ſuch Clerk ſhall die, or quit the ſaid Employment, the ſaid *Huddersfield* Canal Company, or their Committee for the Time being, ſhall, within the Space of One Calendar Month after Notice in Writing for that Purpoſe, to be given by the ſaid Commiſſioners, nominate Three other Perſons, and give Notice thereof unto the ſaid Commiſſioners from whom ſuch Notice in Writing was received, and they the ſaid Commiſſioners ſhall and may appoint ſuch One of the ſaid Three laſt named Perſons as they ſhall think proper to be their Clerk, and in like Manner a Clerk to the ſaid Commiſſioners ſhall be from Time to Time nominated and appointed as Occaſion ſhall require; and ſuch Clerk ſhall be paid for his Care, Expences, and Trouble, in the Execution of his Office, by the ſaid *Huddersfield* Canal Company; and ſuch Clerk or Clerks, who ſhall be removed, or die, or quit the Service as aforeſaid, his or their reſpective Executors or Adminiſtrators, ſhall, within Two Calendar Months after Notice in Writing to him or them reſpectively given, by the ſaid Commiſſioners, at a Meeting to be held purſuant to this Act, produce and deliver up to ſuch Commiſſioners, all Books, Accounts, Papers, or Writings whatſoever, relating to the Execution of his or their Office, which ſhall be in his or their Cuſtody or Power; and every ſuch Perſon neglecting or refuſing to produce and deliver up ſuch Books, Accounts, Papers, or Writings, after ſuch Notice as aforeſaid, ſhall, for every ſuch Neglect or Refuſal reſpectively, forfeit the Sum of Fifty Pounds.

Commiſſioners to ſettle Differences.

XLVIII. And be it further enacted, That the ſaid Commiſſioners acting in any Queſtion, Matter, or Difference, which ſhall or may ariſe, are hereby authorized and impowered, by Writing under their Hands, with the Conſent of the Parties concerned, to determine and adjuſt from Time to Time what Sum or Sums of Money ſhall be paid by the ſaid *Huddersfield* Canal Company, either by an Annual Rent or Payment, or by a Sum of Money in Groſs, to and at the Election of the 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 for making the ſaid *Huddersfield* Canal, Cuts, Trenches, and Towing Paths, and other Works, and Conveniencies, or any Part thereof, and other the Purpoſes of this Act, and alſo to determine and adjuſt what other diſtinct Sum or Sums of Money ſhall be paid by the ſaid *Huddersfield* Canal Company as a Recompence for any Damages which may or ſhall, at any Time or Times whatſoever, be ſuſtained by ſuch Bodies Politick, Corporate, or Collegiate, or any Perſon or Perſons reſpectively, being Owners of and intereſted in any Lands, Grounds, Tenements, Waters, Mills, Millſteads, Falls of Water, or Hereditaments, for or by Reaſon of the ſevering or dividing the ſame, or the making, repairing, or maintaining, the ſaid *Huddersfield* Canal, Reſervoirs, Aqueducts, Feeders, Trenches, Paſſages, Gutters, Watercourſes, Roads, Ways, or Sluices, 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 *Huddersfield* Canal, Reſervoirs, Trenches, or Sluices, or over or through any Paſſages, Gutters, or Watercourſes, which ſhall be made purſuant to the Powers

hereby given, for conveying or communicating Water to or from the ſaid *Huddersfield* Canal, 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 *Huddersfield* Canal Company, or by their Agents, Workmen, or Servants, or for any other Matter or Thing whatſoever, for which a Recompence or Satisfaction is by this Act directed to be made, in caſe ſuch Price or Value, Damages and Recompence reſpectively, cannot be ſettled, adjuſted, and agreed for, by and between the ſaid *Huddersfield* Canal Company, or their Agents, and ſuch Proprietors of or Perſons intereſted in the ſaid Lands or Grounds, Tenements, Waters, Mills, Millſteads, Falls of Water, or Hereditaments, as aforeſaid, and if the ſaid *Huddersfield* Canal Company for and on the Part and Behalf of themſelves, or any ſuch Bodies Politick, Corporate, or Collegiate, Truſtee or Truſtees, 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 Bodies Politick, Corporate, or Collegiate, Truſtee or Truſtees, or any 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 determined to be paid, or ſhall upon Notice in Writing given to the principal Officer or Officers of ſuch Bodies Politick, Corporate, or Collegiate, or to ſuch Truſtee or Truſtees, Perſon or Perſons reſpectively, or left at the laſt or uſual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of ſuch Lands or Grounds, for the Space of Twenty-one Days next after ſuch Notice, neglect or refuſe to treat, or ſhall not agree with the ſaid *Huddersfield* Canal Company, 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 promoting the Navigation or other Works aforeſaid, or ſhall not produce and evince a clear Title to the Premiſes, which they are or ſhall be in Poſſeſſion of, or to the Intereſt which 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 Sheriff of the ſaid Counties of *York*, *Lancaſter*, or *Cheſter*, as the Caſe may be; and in caſe the ſaid Sheriff or his Under Sheriff ſhall happen to be One of the ſaid Company of Proprietors, or enjoy any Office of Truſt or Profit under them, or ſhall be otherwiſe intereſted in the Matters in Queſtion, then to ſome One of the Coroners of the ſaid Counties, or either of them, as the Caſe may be, not intereſted as aforeſaid, commanding ſuch Sheriff or Coroner reſpectively, to impannel, ſummon, and return a Jury, and the ſaid Sheriff or Coroner is hereby required accordingly, to impannel, ſummon, and return a Jury of Twenty-four ſufficient and indifferent Men, qualified according to the Laws of this Realm, to be returned for the Trials of Iſſues in His Majeſty's Courts at *Weſtminſter*, or in His Majeſty's Court of Common Pleas in the ſaid County of *Lancaſter*, or in the ſaid Court of Seſſion at *Cheſter*, to appear before the ſaid Commiſſioners at ſuch Time and Place as in ſuch Warrant or Warrants ſhall be appointed, not being leſs than Nine

Jury to be ſummoned in certain Caſes.

nor more than Twenty-one Days after such Warrant or Warrants shall be served upon the said Sheriff or Coroner; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, the said Sheriff or Coroner, or their Deputies respectively, shall return other honest and indifferent Men of the Standers-by, or that can speedily be procured to attend that Service, (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve, and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Commissioners are hereby impowered to summon and call before them, all and every such Person and Persons who shall be thought necessary to be examined as a Witness or Witnesses touching the Matters in Question; and the said Commissioners may order and authorize the said Jury, or any Six or more of them, to view the Place or Places, or Matters in Controversy; which Jury upon their Oaths (which Oaths as well as the Oaths to such Person or Persons as shall be called upon to give Evidence, the said Commissioners are hereby impowered to administer) shall enquire of, assess, and ascertain, the Sum of Money or Annual Rent to be paid for the Purchase of such Lands, Grounds, Tenements, or Hereditaments, or the Recompence to be made for the Damages that may or shall be sustained as aforesaid, and shall assess separate Damages for the same; and the said Commissioners shall give Judgement for such Purchase Monies, Rent, or Recompence, so to be assessed by such Juries, 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, Corporate, or Collegiate, and all other Persons whomsoever; and if any such Sheriff or Coroner, or his or their Deputy or Agent shall make Default in the Premises, every such Person shall, for every such Offence, forfeit and pay any Sum not exceeding Twenty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury, shall not appear, or appearing shall refuse 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 and examined, or give Evidence, every Person so offending, 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, for the Benefit of the Party in whose Behalf such Person was so summoned, to be levied by virtue of any Warrant or Warrants under the Hands and Seals of the said acting Commissioners, or any Five or more of them, by Distress and Sale of the Goods and Chattels of the Person or Persons so offending, rendering to him or them the Overplus, after such Penalty, and the Charges of such Distress and Sale, shall be deducted.

Expences of Commissioners and Jury.

XLIX. And be it further enacted, That in all Cases where a Verdict shall be given or made for more Monies, as a Recompence or Satisfaction for any Lands, Grounds, Waters, or Hereditaments, or Property of any Person or Persons whomsoever, or for any Damage to be done to any Lands, Grounds, Waters, Hereditaments, or Property, of any Person or Persons, than had been previously offered by or on Behalf of the said *Huddersfield* Canal Company, before the Meeting of the said Commissioners,

or

or than had been determined and aſſeſſed by the ſaid Commiſſioners, or if no ſuch Recompence or Satisfaction had been offered or tendered in reſpect of Damages by or on Behalf of the ſaid *Huddersfield* Canal Company, then all the Expences of calling ſuch Commiſſioners, ſummoning ſuch Jury, and taking ſuch Inqueſt, ſhall be ſettled by the ſaid Commiſſioners, and be defrayed by the ſaid *Huddersfield* Canal Company; but if any Verdict ſhall be given or made for the ſame, or a leſs Sum than had been previouſly offered by or on Behalf of the ſaid *Huddersfield* Canal Company, or than had been determined or aſſeſſed by the ſaid Commiſſioners as aforeſaid, or in caſe no Damage ſhall be given by the Verdict, where the Diſpute is for Damages only, then, and in every ſuch Caſe, the Coſts and Expences of calling a Meeting of ſuch Commiſſioners, ſummoning ſuch Jury, and taking ſuch Inqueſt, ſhall be ſettled in like Manner by the ſaid Commiſſioners, and be borne and paid by the Perſon or Perſons with whom the ſaid *Huddersfield* Canal Company ſhall have ſuch Controverſy or Diſpute; which ſaid Coſts and Expences, having been ſo ſettled, ſhall and may be deducted out of the Money ſo aſſeſſed and adjudged, where the ſame ſhall exceed ſuch Coſts and Expences, as ſo much Money advanced to and for the Uſe of ſuch Perſon or Perſons, and the Payment or Tender of the Remainder of ſuch Monies ſhall be deemed and taken, to all Intents and Purpoſes, to be a Payment or Tender of the whole Sum or Sums ſo aſſeſſed or adjudged: Provided always, that whenever any Perſon or Perſons ſhall, by reaſon of Abſence or otherwiſe, have been prevented from treating, One Half of ſuch Coſts, Charges, and Expences, ſhall be borne and defrayed by the ſaid *Huddersfield* Canal Company, and the other Half by ſuch other Perſon or Perſons as aforeſaid.

Perſons requeſting a Jury to enter into a Bond to proſecute.

L. 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 the ſummoning ſuch Jury, firſt enter into a Bond, with ſufficient Sureties, to the Treaſurer of the ſaid *Huddersfield* Canal Company for the Time being, in the Penalty of One hundred 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 the Proportion and Manner herein-before mentioned.

Notice of Injury to be given to the Proprietors before Complaint to the Commiſſioners.

LI. Provided always, That the ſaid Commiſſioners, or any of them, ſhall not be obliged, by virtue of this Act, to receive or take Notice of any Complaint or Complaints to be made by any Perſon or Perſons whomſoever, for any Damage or Injury by him, her, or them, ſuſtained, or ſuppoſed to be ſuſtained, by virtue of this Act, unleſs Notice in Writing hath been or ſhall be made in Relation thereto, by or on Behalf of ſuch Perſon or Perſons, to the ſaid *Huddersfield* Canal Company, or to their Clerk or Clerks, or Treaſurer, within the Space of Six Calendar Months next after the Time that ſuch ſuppoſed Injury or Damage ſhall have been ſuſtained, or the doing or committing thereof ſhall have ceaſed.

Verdict of Value of Lands and Damages to be aſcer-

LII. And be it further enacted, That the ſaid Commiſſioners and Juries reſpectively ſhall award all Determinations, Judgements, and Verdicts,

tained ſeparately.

Verdicts, which they ſhall reſpectively make and give in the Execution of the Powers hereby veſted in them, concerning the Value of Lands, Grounds, Tenements, and other Hereditaments, ſeparately and diſtinctly from the Conſideration of any other Damages ſuſtained, or to be ſuſtained by any Perſon or Perſons, in conſequence of the Execution of any of the Powers of this Act, and ſhall diſtinguiſh the Value ſet upon the Lands and other Hereditaments, and the Money aſſeſſed or adjudged for ſuch Damages as aforeſaid, ſeparately and apart from each other.

Perſons guilty of Perjury may be proſecuted.

LIII. 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 wilfully give falſe Evidence before the ſaid Commiſſioners, or before any ſuch Jury as aforeſaid, 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 the Laws or Statutes of this Realm.

Verdict to be recorded, and Lands veſted in the Proprietors.

LIV. And be it further enacted, That all the Determinations of the ſaid Commiſſioners, which ſhall be ſubmitted to and acquieſced in by the Parties concerned, and alſo the Verdicts of the Juries and the Judgements of the ſaid Commiſſioners thereon as aforeſaid, ſhall be tranſmitted to, and kept by the Clerk of the Peace for the Weſt Riding of the ſaid County of *York*, or the Clerk of the Peace for the County of *Lancaſter* or *Cheſter*, as the Caſe may require, and ſhall be deemed Records to all Intents and Purpoſes; and the ſame or true Copies thereof ſhall be allowed to be good Evidence in all Courts whatſoever, and all Perſons ſhall have Liberty to inſpect the ſame, paying for each Inſpection the Sum of Two Shillings and Sixpence, and no more, and to take Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words; and that immediately on ſuch Payment of ſuch Sum or Sums of Money, or on giving ſuch Security as the ſaid Commiſſioners ſhall approve, for Payment of any ſuch Annual Rent as ſhall be contracted or agreed for between the Parties, or determined and adjuſted or aſſeſſed as aforeſaid, for the Purchaſe of any ſuch Lands, Grounds, Tenements, or Hereditaments as aforeſaid, to the Proprietors thereof, or other Perſon or Perſons entitled to receive ſuch Money or Rent reſpectively, or legal Tender thereof made to ſuch Proprietors or Perſon or Perſons, or to the Principal Officer or Officers of any ſuch Body Politick, Corporate, or Collegiate; or if any ſuch Proprietors or Perſon or Perſons cannot be found or aſcertained, or ſhall refuſe to accept ſuch Money, or the Security for ſuch Rents, then, upon Payment and Delivery 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 or delivered upon Demand, without Fee or Reward, to ſuch Proprietor or Perſon or Perſons reſpectively as aforeſaid, ſuch Lands, Grounds, Tenements, and Hereditaments, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim, and Demand whatſoever, in Law or Equity, of the Perſon or Perſons for whoſe Uſe ſuch Money or Rent ſhall be paid or ſecured as aforeſaid, into and out of the ſame, ſhall veſt in the ſaid *Huddersfield* Canal Company, and they ſhall reſpectively be deemed in Law to be in the actual Seiſin or 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 by Leaſe and Releaſe, Bargain and Sale inrolled, Feoffment with Livery and Seiſin, Fine and Recovery, or any other legal Conveyance whatſoever; and ſuch Payment or Security ſhall not only bar all Right, Title, Intereſt, Claim, and Demand, of the Perſon or Perſons to whoſe Uſe the ſame ſhall be made or granted, but alſo ſhall extend, and be deemed and conſtrued to bar the Dower and Dowers of the Wife and Wives of ſuch Perſon and Perſons, and all Eſtates Tail, and other Eſtates and Intereſts in Poſſeſſion, Reverſion, Remainder, or otherwiſe therein, againſt the Iſſue or Iſſues of ſuch Perſon or Perſons, and all and every other Perſon or Perſons whomſoever, having or claiming any Right, Title, Eſtate, or Intereſt therein, either at Law or in Equity, as fully and effectually as a Fine or Recovery, or either of them would do, if levied or ſuffered by all the proper Parties in due Form of Law.

Purchaſe Money belonging to Corporations, &c. to be laid out to the ſame Uſes.

LV. And be it further enacted, That all Sums of Money which are to be paid to any Bodies Politick, Corporate, or Collegiate, Feoffees in Truſt, Executors, Adminiſtrators, Huſbands, Guardians, Committees, or other Truſtees, or Perſons acting as Guardians, Committees, or Truſtees, for or on Behalf of any Infants, Lunaticks, Ideots, Femes Covert, or other Ceſtuique Truſts, or to any Perſon or Perſons whoſe Lands or Eſtates are limited in ſtrict or other Settlement, for the Purchaſe or Exchange of, or the Damage to be done to any Lands or Hereditaments, by virtue of the Powers herein contained, ſhall, in caſe the ſame ſhall exceed the Sum of Twenty Pounds, be laid out as ſoon as conveniently may be, by ſuch Bodies Politick, Corporate, or Collegiate, Feoffees in Truſt, Executors, Adminiſtrators, Huſbands, Guardians, Committees, or other Truſtees, or Perſon or Perſons aforeſaid, in the Purchaſe of Lands, Tenements, and Hereditaments, either in Fee Simple or of ſuch other Tenure as the Owner or Owners of the Premiſes, which may have been ſo appropriated or made uſe of for the Purpoſes of this Act, had therein at the Time the ſame ſhall be ſo appropriated or made uſe of, and which ſaid Lands, Tenements, and Hereditaments, ſo to be purchaſed, ſhall be conveyed to or to the Uſe of ſuch Bodies Politick, Corporate, or Collegiate, or to or for ſuch other Perſon or Perſons, and for ſuch Eſtates, and to, for, upon, and ſubject to ſuch Uſes, Truſts, Limitations, Remainders, and Contingencies as the Lands and Grounds, Tenements, or Hereditaments, for or in Reſpect whereof ſuch Money ſhall be paid as aforeſaid, were limited, ſettled, and aſſured, at the Time when ſuch Money was ſo agreed for, aſcertained, or aſſeſſed reſpectively as aforeſaid, or for ſuch and ſo many of ſuch Uſes as ſhall be then exiſting, and capable of taking Effect, and that ſuch Conveyances and Settlements ſhall be made at the Expence of the ſaid *Huddersfield* Canal Company; and in the mean Time and until ſuch Purchaſe or Purchaſes ſhall be made, the ſaid Money ſhall be placed out by ſuch Bodies Politick, Corporate, or Collegiate, Feoffees in Truſt, Executors, Adminiſtrators, Huſbands, Guardians, Committees, or other Truſtees, Perſon or Perſons as aforeſaid, in ſome of the Publick Funds, or on Government or Real Securities, producing an Annual Intereſt in the Names of Two or more Perſons to be nominated by the Parties intereſted therein, and to be approved of by the ſaid Commiſſioners, and the Intereſt ariſing or to be produced from any ſuch Funds and Securities,

Securities, and alſo the Annual Rent for ſuch Lands and Grounds, Mills, Tenements, and Hereditaments, where a Rent ſhall be fixed upon as aforeſaid, ſhall be paid to ſuch Perſon or Perſons reſpectively as would have been entitled, for the Time being, to the Rents and Profits of ſuch Lands and other Premiſes ſo to be purchaſed, in caſe the ſame had been purchaſed and ſettled purſuant to the Tenor and true Meaning of this Act; and the ſaid Commiſſioners ſhall, and are hereby impowered, to ſettle what Shares and Proportions of the Purchaſe Money or Compenſation for Damages, which ſhall be ſo agreed for, determined, and adjuſted or aſſeſſed, in Manner reſpectively as aforeſaid, ſhall be allowed to any Tenant or other Perſon or Perſons having a particular Eſtate, Term, or Intereſt, in the Premiſes for his, her, or their, reſpective Intereſt therein.

Commiſſioners to ſettle Proportion of the Money to be paid to the ſeveral Perſons intereſted.

Compenſation to be made for Tithes.

LVI. And be it further enacted, That full Recompence and Satisfaction ſhall be made, by the ſaid *Huddersfield* Canal Company, for all the Tithes, both Great and Small, which would have been iſſuing from or out of any of the Lands which ſhall be taken or made uſe of for the Purpoſes of this Act, to the ſeveral Perſons who now are, or at any Time hereafter might have 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 ninety, and ending at *Michaelmas Day* One thouſand ſeven hundred and ninety-four; ſuch Value to be aſcertained, (in caſe of any Difference concerning the ſame), in like Manner as the Value of any Lands or other Hereditaments is hereinbefore directed to be aſcertained: Provided always, that ſuch Recompence and Satisfaction ſhall be made to Spiritual Perſons by an Annual Rent.

For paying off Mortgages on Lands uſed for Navigation.

LVII. And be it further enacted, That in caſe any Lands to be uſed for the Purpoſes of this Act ſhall happen to be in Mortgage to any Perſon or Perſons, it ſhall be lawful for the ſaid *Huddersfield* Canal Company, upon Application being made to them by each Mortgagee or Mortgagees, his, her, or their Executors or Adminiſtrators, and the ſaid *Huddersfield* Canal Company are hereby authorized and required 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 Money due upon ſuch Mortgage or Mortgages.

Satisfaction to be made by Annual Rent where the Title is doubtful.

LVIII. Provided always, and be it further enacted, That where any Contract or Contracts ſhall be made with any Bodies Politick, Corporate, or Collegiate, Truſtees, or other Perſons whomſoever, by the ſaid *Huddersfield*

dersfield Canal Company, for the Purchaſe of any Lands, Grounds, or Hereditaments, through, into, or upon which the ſaid *Huddersfield* Canal, Towing Paths, Quays, or other Works, hereby authorized, are intended to be made, and the Title to ſuch Lands, Grounds, or Hereditaments reſpectively, ſhall not be thereupon made out to the Satisfaction of the ſaid *Huddersfield* Canal Company, then, and in all ſuch Caſes, from the Time of making ſuch Contracts until a good Title ſhall be made to the ſaid Lands, Grounds, or Hereditaments reſpectively, and the ſame ſhall be effectually conveyed to the ſaid *Huddersfield* Canal Company in Fee Simple or other good Eſtate of Inheritance, the ſaid Bodies Politick, Corporate, or Collegiate, Truſtees, and other Perſons contracting to ſell the ſaid Lands, Grounds, or Hereditaments, ſhall be entitled to have and receive Annual Rents or Sums for the ſame reſpectively, from the ſaid *Huddersfield* Canal Company; and in caſe ſuch Annual Rents or Sums reſpectively ſhall not be agreed on between the ſaid *Huddersfield* Canal Company, and the ſaid Bodies Politick, Corporate, or Collegiate, Truſtees, or other Perſons entitled to the ſaid Lands, Grounds, or Hereditaments, the ſame ſhall be aſcertained and ſettled by the ſaid Commiſſioners, in ſuch Manner and ſubject to the Verdict of a Jury, if required, as the Value of the Lands to be ſet out for making the ſaid *Huddersfield* Canal and Towing Paths are herein directed to be aſcertained and ſettled.

Mines, *etc.* reſerved to Lords of Manors and others.

LIX. Provided always, and be it further enacted, That nothing herein contained ſhall extend to defeat, prejudice, or affect, the Right of any Lord or Lords, Lady or Ladies of any Manor or Manors, or of any Owner or Owners of any Lands or Grounds in, upon, or through which the ſaid *Huddersfield* Canal, or any Towing Paths, Wharfs, Quays, Trenches, Sluices, Paſſages, Watercourſes, or Conveniencies aforeſaid, ſhall be made, to the Mines and Minerals lying and being within and under the Lands or Grounds to be ſet out or made uſe of for ſuch Canal, Towing Paths, Wharfs, Quays, Trenches, Sluices, Paſſages, or Watercourſes, or other Conveniencies aforeſaid, or any of them; but all ſuch Mines and Minerals are hereby reſerved to ſuch Lord or Lords, Lady or Ladies, of ſuch Manor or Manors, and to ſuch Owner or Owners of ſuch Lands or Grounds reſpectively, his, her, and their Heirs, Executors, Adminiſtrators, and Aſſigns reſpectively; and it ſhall be lawful for the Lord or Lords, Lady or Ladies, of ſuch Manor or Manors, or ſuch Owner or Owners of ſuch Lands or Grounds reſpectively, (ſubject to the Conditions and Reſtrictions herein contained), to work, get, drain, take, and carry away to his, her, or their own Uſe, ſuch Mines and Minerals, not thereby wilfully injuring, prejudicing, or obſtructing, the ſaid *Huddersfield* Canal, Towing Paths, Wharfs, Quays, Trenches, Sluices, Paſſages, Watercourſes, or other Conveniencies aforeſaid, or any of them; any Thing herein contained to the contrary notwithſtanding.

Mines, *etc.* not to be worked to prejudice the Navigation.

LX. Provided alſo, and be it further enacted, That if the Owner or Worker, Owners or Workers, of any Coal or other Mine or Mines, ſhall, in purſuing ſuch Mine or Mines, work near or under the ſaid *Huddersfield* Canal, or other Works as aforeſaid, ſo as in the Opinion of the ſaid *Huddersfield* Canal Company to endanger or damage the ſame, or in the Opinion of ſuch ſaid Owner or Worker, Owners or Workers, of the ſaid

ſaid Mine or Mines, to endanger or damage the further Working thereof, then it ſhall be lawful for the ſaid *Huddersfield* Canal Company to treat and agree with the Owner or Worker, or Owners and Workers, for all ſuch Coal or other Minerals as may be near or under the ſaid *Huddersfield* Canal, or other Works as ſhall be thought proper to be left for the Security or Preſervation of the ſaid *Huddersfield* Canal or Works, or Mine or Mines as aforeſaid; and in caſe the ſaid *Huddersfield* Canal Company, and ſuch Owner or Worker, or Owners or Workers, of ſuch Mine or Mines, ſhall diſagree about the Satisfaction to be made for ſuch Coal or other Minerals, then it ſhall be lawful for the ſaid Commiſſioners, at the Requeſt of the ſaid *Huddersfield* Canal Company, or of ſuch Owner or Worker, Owners or Workers, of ſuch Mine or Mines, to cauſe a Jury to be ſummoned and impannelled in the Manner herein-before directed, who ſhall, and they are hereby authorized and required, by ſuch Ways and Means as aforeſaid, to aſſeſs and determine what Satisfaction ſuch Owner or Worker, Owners or Workers, of ſuch Mine or Mines, ought to have and receive from the ſaid *Huddersfield* Canal Company, on being reſtrained from working ſuch Mine or Mines, and upon Payment or Satisfaction made to ſuch Owner or Worker, Owners or Workers of ſuch Mine or Mines, by the ſaid *Huddersfield* Canal Company, according to the Verdict or Judgement of ſuch Jury, ſuch Owner or Worker, Owners or Workers, of ſuch Mine or Mines, ſhall be, and they are hereby perpetually reſtrained from working ſuch Mine or Mines, within the Limits for which Satisfaction ſhall by the ſaid Jury be adjudged and declared to extend.

Company's Agents to enter Mines to view the Works.

LXI. And, for the better diſcovering Perſons who ſhall or may open, dig, ſink, or carry on, any Work for the getting of Coal or other Minerals, contrary to the Directions of this Act; be it further enacted, That it ſhall be lawful for the ſaid *Huddersfield* Canal Company, by themſelves, or their Agents or Servants, at any Time or Times in the Day Time, to enter upon any Lands or Grounds through or near which the ſaid *Huddersfield* Canal and Works hereby authorized to be made ſhall be or paſs, wherein any Coal or other Mines ſhall or may be dug or opened, and likewiſe to enter into ſuch Coal or other Mines, and there to view, ſearch, dial, latch, meaſure, and uſe all other Means for diſcovering the Diſtance of the ſaid *Huddersfield* Canal or Works, from the working Part of ſuch Mines reſpectively; and in caſe it ſhall appear that any Mine hath been worked or got contrary to the Directions of this Act, it ſhall be lawful for the ſaid *Huddersfield* Canal Company, and for their Agents, Servants, and Workmen, at the Expence, Coſts, and Charges, of the Owners or Proprietors of ſuch Mines reſpectively, to enter into and upon all ſuch Mines, and from Time to Time uſe all neceſſary and reaſonable Ways and Means for repairing, ſupporting, ſuſtaining, ſecuring, and making ſafe the ſaid *Huddersfield* Canal, and other Works, and ſuch Expences, Coſts, and Charges, ſhall be recovered by the ſaid *Huddersfield* Canal Company, in ſuch and the ſame Manner as the Rates hereby granted are to be recovered, and ſhall be paid into the Hands of the Treaſurer or Receiver, for the Time being, to the ſaid *Huddersfield* Canal Company, to be applied for the Purpoſes of this Act.

Proprietors to raiſe Money amongſt themſelves.

LXII. And be it further enacted, That it ſhall be lawful for the ſaid *Huddersfield* Canal Company 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 *Huddersfield* Canal, Aqueducts, Tunnels, Trenches, Sluices, and the Reſervoirs, Feeders, Ways, Locks, Quays, Wharfs, and other Works and Conveniencies thereto, not exceeding in the Whole the Sum of One hundred and eighty-four thouſand Pounds, (except as herein-mentioned), and that the ſame ſhall be divided into ſuch Number of Shares as herein directed; and that no Perſon ſubſcribing thereto, or becoming a Proprietor of ſuch Navigation, do become a Proprietor of leſs than One Share, 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 Coſts, Charges, and Expences, in applying for, obtaining, and paſſing this Act, and all other neceſſary Expences preparatory and relating thereto; and all the Reſidue and Remainder of ſuch Money, for and towards making, completing, and maintaining, the ſaid *Huddersfield* Canal, and other the Purpoſes of this Act, and to no other Uſe, Intent, or Purpoſe whatſoever.

The Money to be divided into Shares of 100*l.* each, and to be Perſonal Eſtate.

LXIII. And be it further enacted, That the ſaid Sum of One hundred and eighty-four thouſand Pounds, or ſuch Part thereof as ſhall be raiſed by the ſeveral Perſons herein-before named, ſhall be divided into One thouſand eight hundred and forty equal Parts or Shares, at a Price not exceeding One hundred Pounds *per* Share; and that ſuch Shares ſhall be numbered in regular Progreſſion, and every ſuch Share ſhall always be diſtinguiſhed by the Number to be appointed for the ſame; and that the ſaid One thouſand eight hundred and forty Shares ſhall be, and are hereby veſted in the ſeveral Perſons, Bodies Politick and Corporate, ſo ſubſcribing the ſame, and their ſeveral and reſpective Executors, Adminiſtrators, Succeſſors, and Aſſigns, to their and every of their proper Uſe and Benefit, proportionably to the Sum they ſhall ſeverally ſubſcribe and pay thereunto; and all and every the ſaid Shares ſhall be Perſonal Eſtate, and tranſmiſſible as ſuch, and not of the Nature of Real Property; and all Bodies Politick and Corporate, and every Perſon and Perſons, their ſeveral and reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, who ſhall ſeverally ſubſcribe 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 *Huddersfield* Canal, ſhall be entitled to and receive, after the ſaid Canal ſhall be completed, the entire and neat Diſtribution of One eighteen hundred and fortieth Part of the Profits and Advantages that ſhall and may ariſe and accrue by the Rates and other Sum and Sums of Money to be raiſed, recovered, or received, by the Authority of this Act, and ſo in Proportion for any greater Number of Shares; and every Body Politick or Corporate, Perſon or Perſons, having ſuch a Property of a One eighteen hundred and fortieth Part, or One Share in the ſaid *Huddersfield* Canal, and ſo in Proportion for any greater Number of Shares as aforeſaid, ſhall bear and pay a proportionable Sum towards carrying on the ſaid Undertaking in Manner herein directed and appointed.

Shares to be numbered, and deemed Perſonal Eſtate.

Names of Proprietors to be entered, and Tickets of

LXIV. And, for the better ſecuring to the ſeveral Proprietors of the ſaid Undertaking their reſpective Shares therein, be it further enacted, That the ſaid *Huddersfield* Canal Company ſhall, and are hereby required,

their Shares delivered to them.

at their First or some subsequent General Assembly, to cause the Names and proper Additions of the several Persons who shall then be entitled to the Shares in the said Undertaking, with the Number of the Shares, or the Amount of all the Subscriptions which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Clerk to the said *Huddersfield* Canal Company, and after such Entry made to cause their Common Seal to be affixed thereto, and shall also cause a Ticket or Instrument, with the Common Seal of the said *Huddersfield* Canal Company affixed thereto, to be delivered to every such Subscriber upon Demand, specifying the Share or Shares to which he or she is entitled in the said Undertaking, every such Proprietor paying to the Clerk Two Shillings, and no more, for every such Ticket or Instrument; and such Ticket or Instrument shall be admitted in all Courts whatsoever as Evidence of the Title of such Subscriber, his or her Executors, Administrators, and Assigns, to the Share or Shares therein specified, but the Want of such Ticket or Instrument shall not hinder or prevent the Owner of any of the said Shares from selling or disposing thereof; and which said Ticket or Instrument may be in the Words, or to the Effect following; *(videlicet)*,

'The *Huddersfield* Canal Company.

N°

'THESE are to certify, that *A. B.* of
'is a Proprietor of the Share or Number
'being One Share of the *Huddersfield* Canal, subject to the Rules, Re-
'gulations, and Orders, of the said Company, and that the said *A. B.*
'his [*or* her] Executors, Administrators, [*or* Successors], and Assigns,
'is and are entitled to the Profits and Advantages of such Share. Given
'under the Common Seal of the said Company, the
'Day of in the Year of our Lord

Subscribers to have a Vote for every Share,

LXV. And be it further enacted, That all and every Body and Bodies Politick or Corporate, or other Person or Persons, who shall, by virtue of this Act, have subscribed or undertaken for One Share of the said Navigation, and their respective Executors, Administrators, and Assigns, shall be deemed a Proprietor for every such Share, and shall have a Vote for every such Share in the General and Special Assemblies to be held as herein appointed for carrying on the said Undertaking, which Vote may be given by him, her, or them, or in his, her, or their Absence, by his, her, or their Proxy or Proxies, such Proxy or Proxies being a Proprietor or Proprietors, duly constituted under his, her, or their Hand or Hands; and such Vote or Votes by Proxy shall be as good and sufficient, to all Intents and Purposes, as if such Principal or Principals had voted in Person; and every Question, Matter, or Thing, which shall be proposed, discussed, or considered, in any General or Special Assembly of the said *Huddersfield* Canal Company, to be held by virtue of this Act, shall be determined by the Majority of Votes and Proxies then present, computing One Vote to every Share: Provided nevertheless, That no Person shall have more than Five Votes in his or her own Right, nor more than Five other Votes in the Right of such Proxy or Proxies; and the Appointment of which Proxy shall or may be made in the Words, or to the Effect following:

not exceeding Five Votes, for each Subscriber, nor Five for Proxies.

'I of One of the *Huddersfield* Canal Company, do hereby nominate, conſtitute, and appoint, of (being alſo a Proprietor as aforeſaid) to be my Proxy, in my Name and in my Abſence to vote, or give my Aſſent or Diſſent to any Buſineſs, Matter, or Thing, relating to the ſaid Navigation or 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 he the ſaid ſhall think proper, according to his Opinion and Judgement, for the Benefit of the ſaid Navigation and Undertaking, or any Thing appertaining thereto. In Witneſs whereof I have hereunto ſet my Hand, the Day of in the Year of our Lord

Such Proprietor having appointed his or her Proxy as aforeſaid, being hereby nevertheleſs authorized and impowered, by any Inſtrument in Writing, under his or her Hand for that Purpoſe, at his or her Will and Pleaſure, to revoke and make void ſuch Appointment, and in like Manner, from Time to Time, on future Occaſions, to appoint any other Perſon, under the like Reſtriction, to act as Proxy for him or her, in his or her Abſence.

Proprietors may raiſe an additional Sum if neceſſary.

LXVI. And be it further enacted, That in caſe the ſaid Sum of One hundred and eighty-four thouſand Pounds, herein-before authorized to be raiſed, ſhall be found inſufficient for making, completing, and maintaining, the ſaid *Huddersfield* Canal, and other the Works hereby authorized to be made, and all neceſſary Charges and Expences relating thereto, then, and in ſuch Caſe, it ſhall be lawful for the ſaid *Huddersfield* Canal Company to raiſe and contribute amongſt themſelves, in Manner and Form aforeſaid, and in ſuch Shares and Proportions as to them ſhall ſeem meet, or by the Admiſſion of new Subſcribers, any further or other Sum of Money for completing and perfecting the ſaid Navigation, not exceeding the Sum of Ninety thouſand Pounds; and every Subſcriber towards raiſing ſuch further or other Sum of Money ſhall be a Proprietor in the ſaid Undertaking, and have a like Vote, by himſelf, or herſelf, or his or her Proxy, in reſpect of every Share in the ſaid additional Sum ſo to be raiſed, not exceeding Five Votes in the Whole, and ſhall alſo be liable to ſuch Forfeitures, and ſtand intereſted in all the Profits and Powers of the ſaid Navigation, in Proportion to the Sum he, ſhe, or they ſhall or may ſubſcribe thereunto, as generally and extenſively, to all Intents and Purpoſes, as if ſuch further or other Sum hereby allowed to be ſubſcribed for and raiſed, had originally been Part of the ſaid Sum of One hundred and eighty-four thouſand Pounds; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

Power to raiſe Money by Mortgage.

LXVII. Provided always, That in caſe the ſaid *Huddersfield* Canal Company ſhall be deſirous of raiſing the ſaid Sum of Ninety thouſand Pounds, herein-before authorized to be raiſed, or any Part thereof, by Mortgage of the ſaid Undertaking, it ſhall be lawful for the ſaid *Huddersfield* Canal Company, by an Order of any General Aſſembly of the ſaid Company, to borrow and take up at Intereſt all or any Part of the ſaid Sum of Ninety thouſand Pounds, on the Credit of the ſaid Navigation and Undertaking, as to them ſhall ſeem meet and convenient, and the

the ſaid *Huddersfield* Canal Company, or the Committee of the ſaid Company, after an Order of any General Aſſembly, are hereby fully authorized and impowered to aſſign the Property of the ſaid Navigation; and the Rates ariſing or to ariſe by virtue of this Act, or any Part thereof, (the Coſts and Charges of aſſigning the ſame to be paid out of ſuch Rates), as a Security for any ſuch Sum or Sums of Money to be borrowed as aforeſaid, with Intereſt, to ſuch Perſon or Perſons, or to his, her, or their Truſtee or Truſtees, who ſhall advance the ſame; all which ſaid Mortgages or Aſſignments ſhall be made under the Common Seal of the ſaid Company, in the Words, or to the Effect following; (that is to ſay),

Form of Mortgage.

'BY virtue of an Act made in the Thirty-fourth Year of the Reign of King *George* the Third, intituled [*ſet forth the Title of this Act*], we, the *Huddersfield* Canal Company, incorporated by and under the ſaid Act, in Conſideration of the Sum of to us in Hand paid by of do aſſign unto the ſaid his [*or*, her] Executors, Adminiſtrators, and Aſſigns, the ſaid Navigation, and all and ſingular the Rates ariſing by virtue of the ſaid Act, and all the Eſtate, Right, Title, and Intereſt, of us the ſaid *Huddersfield* Canal Company of, in, and to, the ſame, to hold unto the ſaid his [*or*, her] Executors, Adminiſtrators, and Aſſigns, until the ſaid Sum of together with Intereſt for the ſame, after the Rate of for every One hundred Pounds for a Year, ſhall be fully paid and ſatisfied. Given under our Common Seal, this Day of in the Year of our Lord

And all and every Perſon or Perſons to whom ſuch Mortgage or Aſſignment ſhall be made, ſhall be equally entitled, one with the other, to his, her, or their Proportion or Proportions of the ſaid Rates and Premiſes, according to the reſpective Sums in ſuch Aſſignments mentioned to be advanced, without any Preference by Reaſon of Priority of any ſuch Aſſignments, or on any other Account whatſoever, and a Memorial of every ſuch Aſſignment, containing the Date, Name or Names of the Perſon or Perſons to whom made, the Sum of Money borrowed, and the Rate of Intereſt, ſhall be entered in a Book or Books to be kept by the Clerk or Clerks to the ſaid *Huddersfield* Canal Company, which ſaid Book or Books ſhall and may be peruſed at all reaſonable Times, by any of the Proprietors or Creditors of the ſaid Navigation, or other Perſons intereſted therein, without Fee or Reward; and all and every Perſon or Perſons to whom any ſuch Mortgage or Mortgages, Aſſignment or Aſſignments, ſhall be made as aforeſaid, or who ſhall be entitled to the Money due thereon, ſhall and may, from Time to Time, tranſfer his, her, or their Right or Intereſt therein, to any Perſon or Perſons whomſoever, which Transfer ſhall and may be made in the Words, or to the Effect following; (that is to ſay),

Mortgages may be tranſferred.

Form of Tranſfer.

'I [*or*, we] of in Conſideration of the Sum of paid by of do hereby transfer a certain Mortgage, made by the *Huddersfield* Canal Company, to bearing Date the Day of for ſecuring the Sum of

'of and Intereſt, and all my [*or* our] Right and
'Property therein, to the ſaid his [*or* her] Exe-
'cutors, Adminiſtrators, and Aſſigns. Dated this Day of
' in the Year of our Lord

And every ſuch Transfer ſhall, within Sixty Days after the Date thereof, be produced to the Clerk or Clerks to the ſaid Company, who ſhall cauſe a Memorial to be made thereof, in like Manner as the original Mortgages or Aſſignments, for which the ſaid Clerk or Clerks ſhall be paid ſuch Sum as the ſaid *Huddersfield* Canal Company ſhall appoint, not exceeding the Sum of Two Shillings and Sixpence; and after ſuch Entry made every ſuch Transfer ſhall entitle ſuch Aſſignee or Aſſignees, his, her, and their Executors, Adminiſtrators, and Aſſigns, to the full Benefit thereof, and Payment thereon; and it ſhall not be in the Power of any Perſon or Perſons, who ſhall have made ſuch Transfer, to make void, releaſe, or diſcharge, the ſame, or any Sum or Sums of Money thereon due, or thereby ſecured, or any Part thereof.

Intereſt of Money borrowed to be paid in Preference to the Dividends, or may be ſued for at Law.

LXVIII. And be it further enacted, That the Intereſt of the Money which ſhall be borrowed by Mortgage as aforeſaid ſhall be paid Half-yearly to the ſeveral Perſons entitled thereto, in Preference to any Intereſt or Dividends due and payable by virtue of this Act to the ſaid *Huddersfield* Canal Company, 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, or any of them, ſhall be paid, made, or divided; and in caſe the ſame, or any Part thereof, ſhall be behind and unpaid for the Space of Sixty Days next after the ſame ſhall become due and payable as aforeſaid, and after Demand thereof made, that then it ſhall be lawful for the ſaid Commiſſioners, and they are hereby required on Requeſt to them, made by any Creditor whoſe Intereſt ſhall be ſo in Arrear, by an Order under their Hands, to appoint One or more Perſon or Perſons to receive the Whole, or ſuch Part or Parts of the ſaid Rates or Duties, as are liable to pay ſuch Intereſt ſo due and unpaid as aforeſaid, and the Money ſo to be received by ſuch Perſon or Perſons, is hereby declared to be as ſo much Money received by or to the Uſe of ſuch Perſon or Perſons to whom ſuch Intereſt ſhall be then due, until the ſame, together with the Coſts and Charges of recovering and receiving the Rates and Duties, ſhall be fully ſatisfied and paid; and after ſuch Intereſt and Coſts ſhall be paid and ſatisfied, the Power and Authority of ſuch Receiver and Receivers, for the Purpoſes aforeſaid, ſhall ceaſe and determine, or otherwiſe the ſaid Intereſt ſo due and unpaid as aforeſaid ſhall be ſued for and recovered with Coſts, by Action of Debt in any of His Majeſty's Courts of Record at *Weſtminſter*.

Mortgagees not to vote on Account of having lent Money.

LXIX. Provided always, That no Perſon to whom any ſuch Mortgage or Aſſignment ſhall be made or transferred as aforeſaid, ſhall be deemed a Proprietor of any Share, or ſhall be capable of acting or voting as ſuch, either as Principal or by Proxy, at any Meeting of the ſaid *Huddersfield* Canal Company, for or on Account of his or her having lent or advanced any Sum or Sums of Money on the Credit of ſuch Aſſignment.

First and other General Aſſemblies.

LXX. And be it further enacted, That the Firſt General Aſſembly of the ſaid *Huddersfield* Canal Company for putting this Act in Execution ſhall be held at the *George Inn* in *Huddersfield*, upon the Twenty-ſixth Day of *June*, in the Year of our Lord One thouſand ſeven hundred and ninety-four, at the Hour of Eleven in the Forenoon; and the Second General Aſſembly of the ſaid *Huddersfield* Canal Company ſhall be held in the Town of *Aſhton under Lyne*, upon the laſt *Thurſday* in *June*, which will be in the Year of our Lord One thouſand ſeven hundred and ninety-five, at ſuch Place and Hour as the ſaid *Huddersfield* Canal Company at their ſaid Firſt Aſſembly ſhall appoint; and all future General Aſſemblies of the ſaid Company, except ſuch Special General Aſſemblies as herein-after mentioned, ſhall be held on the laſt *Thurſday* in the Month of *June* in every Year alternately at the ſaid Towns of *Huddersfield* and *Aſhton under Lyne*, at ſuch Place in each Town as the ſaid Proprietors, at each next preceding Aſſembly, ſhall appoint, all ſuch Meetings being at the Hour of Eleven in the Fournoon, of which General Aſſemblies Twenty-one Days previous Notice at leaſt ſhall be given by publick Advertiſement in ſome Newſpaper or Newſpapers uſually circulating in the Country through which the ſaid *Huddersfield* Canal ſhall paſs, and in ſuch other Manner as the ſaid *Huddersfield* Canal Company, at their reſpective General Aſſemblies, ſhall direct; and the ſaid *Huddersfield* Canal Company at ſuch reſpective General Aſſemblies, together with ſuch Proxies as ſhall be then preſent, ſhall chooſe and elect out of ſuch of the ſaid Proprietors as at the Time of ſuch Election ſhall reſpectively be poſſeſſed in their own Right of Stock to the Amount of Five hundred Pounds at the leaſt, in the ſaid *Huddersfield* Canal, One Committee to manage the Affairs of the ſaid *Huddersfield* Canal Company, as herein directed, and to conſiſt of Eleven or more Perſons; and the ſaid *Huddersfield* Canal Company ſhall have Power and Authority, at any ſuch General Aſſembly, to remove and diſplace any Perſon or Perſons who ſhall have been choſen a Member or Members of the ſaid Committee, or any Officer or Officers under them, and to chuſe and elect others in caſe of Death or other Vacancy, and to revoke, alter, amend, or change any of the Rules and Directions which may have been preſcribed and laid down by virtue of this Act, with regard to their Proceedings amongſt themſelves, as they ſhall think proper (the Method of calling General or Special Aſſemblies, and their Time and Place of meeting, and voting, and appointing Committees, only excepted), and ſhall alſo have Power and Authority to make ſuch new Rules, Bye Laws, and Orders, for the good Government of the ſaid *Huddersfield* Canal Company, their Agents and Workmen, for making, maintaining, and uſing the ſaid *Huddersfield* Canal, Cuts, Aqueducts, Trenches, Soughs, and the Warehouſes, Wharfs, Fire Engines, or other Machines, Paſſages, Locks, Tunnels, and all other Conveniencies, Matters, and Things, that ſhall be made for the ſame, and alſo for and concerning all ſuch Veſſels, Goods, and Commodities, as ſhall be navigated and conveyed thereon, and alſo for the well governing of the Bargemen, Watermen, Boatmen, and others who ſhall be employed in the conveying of any Goods, Wares, and Merchandize, and other Articles and Things, upon any Part of the ſaid *Huddersfield* Canal, Cuts, and Trenches, and from Time to Time to alter and repeal the ſaid Bye Laws, Orders, and Regulations, and to impoſe and inflict ſuch reaſonable Fines and Forfeitures upon all Perſons offending againſt the ſame, as to the major Part of ſuch General Aſſem-

Committee to be elected.

bly ſhall ſeem meet, not exceeding the Sum of Five Pounds for any One Offence, ſuch Fines and Forfeitures to be levied and recovered by ſuch Ways and Means as herein-after mentioned; which ſaid Rules, Bye Laws, and Orders, being reduced into Writing, under the Common Seal of the ſaid *Huddersfield* Canal Company, 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, provided they be not repugnant to the Laws of this Realm, or any Directions in this Act contained; and every ſuch General Aſſembly ſhall have Power to call for, audit, and ſettle, all Accounts of Money received, laid out, and diſburſed, on Account of the ſaid *Huddersfield* Canal by the Treaſurers, Receivers, or Collectors of the Rates, and other Officers by them appointed, or by any other Perſon or Perſons whomſoever, employed by, or concerned for or under them, in and about the ſaid *Huddersfield* Canal, and the Works thereto belonging, but no Vote or Votes by Proxy ſhall be given or have any Power in or as to the Audit and Settlement of Accounts; and the ſaid *Huddersfield* Canal Company ſhall have Power to adjourn themſelves, from Time to Time, to ſuch Place or Places as ſhall at any ſuch General Aſſemblies be thought proper and convenient.

General Aſſemblies for chooſing Committees to conſiſt of 200 Shares.

LXXI. Provided always, and be it further enacted, That if at any ſuch General Aſſembly there ſhall not be Perſons preſent who ſhall be poſſeſſed of or entitled unto at leaſt Two hundred Shares or Subſcriptions of One hundred Pounds or upwards in the ſaid *Huddersfield* Canal, either as Principals or Proxies, no Choice of a Committee, nor any Removal of any Perſon or Perſons from any ſuch Committee, nor any Election of any Perſon or Perſons in the Room of ſuch of the Members of the ſaid Committee who ſhall die or decline to act, ſhall be made at that Time; but in ſuch Caſe there ſhall be another Aſſembly of the ſaid *Huddersfield* Canal Company at the ſame Place, upon that Day Fortnight, and ſo from Time to Time, until there ſhall be Perſons preſent at ſuch Aſſembly having ſuch Number of Shares, or ſuch Amount of Subſcriptions as aforeſaid; and ſuch Choice, Removal, or new Appointment, of any Member of any ſuch Committee ſhall then take place, and not before; and the Perſons then choſen to be of any ſuch Committee ſhall have the ſame Powers which they would have had, and ſhall continue in ſuch Offices until ſuch Time as they would have done, had they been choſen by any ſuch General Aſſembly on the Day firſt appointed for holding the ſame; and in caſe of Failure of the aſſembling of a ſufficient Number of Proprietors, having ſuch Shares or Subſcriptions as Principals or Proxies at ſuch Firſt General Aſſembly, every Proprietor who ſhall not attend ſuch Second or Adjourned Aſſembly, in Perſon or by Proxy, ſhall forfeit to the ſaid *Huddersfield* Canal Company, for every Share or Subſcription of One hundred Pounds which he or ſhe ſhall poſſeſs in the ſaid *Huddersfield* Canal, the Sum of Ten Shillings, to be deducted out of his or her next ſucceeding Payment of Intereſt or Dividends of the Profits of the ſaid *Huddersfield* Canal, as the Caſe may happen; and in caſe no Intereſt or Dividends ſhall be payable to ſuch Perſon or Perſons making Default as aforeſaid within Three Calendar Months next after the making of ſuch Default, then the Payment of the ſaid Forfeiture of Ten Shillings may be recovered and enforced, by the Ways and Means herein-after appointed for the Recovery of any other of the Penalties or Forfeitures impoſed by this Act.

LXXII. And

Assemblies of Proprietors may be specially convened.

LXXII. And be it further enacted, That if it shall at any Time appear that for the more effectually putting this Act into Execution, a Special General Assembly of the said *Huddersfield* Canal Company is necessary to be held, it shall be lawful for any Five or more of the said Proprietors, who may each of them be possessed of or entitled unto Five Shares or Subscriptions of One hundred Pounds or upwards at the least in the said *Huddersfield* Canal, to cause Twenty-one Days Notice at the least to be given thereof, in some Two Newspapers usually circulating in the Country through which the said *Huddersfield* Canal is proposed to pass, or in such other Manner as the said *Huddersfield* Canal Company shall at any General Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special Assembly, and the Time when and the Place where the same shall be held, which Place shall be within Two Miles of the said *Huddersfield* Canal; and the said Proprietors are hereby authorized to meet pursuant to such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said *Huddersfield* Canal Company, with respect to the Matters so specified only; and all such Acts of the Proprietors, or of the major Part of them, met together at every such Special General Assembly, (provided such major Part shall be possessed of at least Two hundred Shares or Subscriptions of One hundred Pounds in the said *Huddersfield* Canal, either as Principals or Proxies), shall be as valid with respect to the Matter specified in such Notice, as if the same had been done at a General Assembly at the Time herein-before appointed for holding the same.

Officers to the Company to be appointed.

LXXIII. And be it further enacted, That it shall be lawful for the said *Huddersfield* Canal Company, at any General Meeting assembled, and they are hereby authorized and required, from Time to Time, to nominate and appoint a Treasurer or Treasurers, and Clerk or Clerks, and such other Officers as they shall think proper, and shall take such sufficient Security from every such Treasurer or Treasurers, and other Officers having the Care or Custody of any Money to be raised or received by virtue of this Act, for the due Execution of his or their Office or Offices, as the said *Huddersfield* Canal Company shall think proper, and from Time to Time to remove any such Treasurer or Treasurers, Clerk or Clerks; and every such Clerk, or all such Clerks, or One of them, shall always attend the General Meetings and Assemblies of the said *Huddersfield* Canal Company, and the Meetings of the said Committee, and shall, in a proper Book or Books to be provided for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said *Huddersfield* Canal and Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors, or entitled to any Share or Shares therein, and of all the Acts, Proceedings, and Transactions, of the said *Huddersfield* Canal Company, and of the said Committee, by virtue of and under the Authority of this Act; and that every Proprietor of the said Navigation and Undertaking shall and may, at all convenient Times, have Recourse to and peruse and inspect the same, and also the Book or Books to be kept by the Clerk or Clerks of the said *Huddersfield* Canal Company, *gratis*, and may demand and have Copies thereof, or any Part thereof, paying Sixpence for every One hundred Words so to be copied; and if any such Clerk or Clerks shall refuse to permit any of the said Proprietors to inspect or peruse any such Books at all convenient Times and

Seaſons, or refuſe to make any ſuch Copy or Copies in a reaſonable Time, at the Rate aforeſaid, he ſhall, for every ſuch Offence, forfeit and pay the Sum of Five Pounds, for the Benefit of the Perſon or Perſons to whom ſuch Refuſal ſhall be made; and whenever any ſuch Treaſurer or Treaſurers, Clerk or Clerks, ſhall die or be removed from, or quit the Service of the ſaid *Huddersfield* Canal Company, it ſhall be lawful for the Committee of ſuch Proprietors for the Time being, or a Majority of them, to appoint ſome other fit Perſon or Perſons to be Treaſurer or Treaſurers, Clerk or Clerks, in the Place of him or them ſo dying, being removed, or quitting the ſaid Service, until the then next General Aſſembly of the ſaid *Huddersfield* Canal Company, when ſuch Appointment ſhall be confirmed, or another Treaſurer or Treaſurers, Clerk or Clerks, ſhall be nominated and appointed in his or their Stead.

Powers of the Committee for making Calls.

LXXIV. And be it further enacted, That the Committee for the Time being of the ſaid *Huddersfield* Canal Company ſhall have Power, from Time to Time, to make ſuch Call or Calls for Money from the Proprietors of the ſaid *Huddersfield* Canal, to defray the Expences of, and to carry on the ſame, as they ſhall from Time to Time find neceſſary for thoſe Purpoſes, ſo that no ſuch Call do exceed the Sum of Ten Pounds upon each Share, and ſo as no Calls be made but at the Diſtance of Three Calendar Months, at the leaſt, from each other; which Monies ſo called for ſhall be paid to ſuch Perſon and Perſons, and in ſuch Manner as the ſaid Committee ſhall, from Time to Time, appoint and direct for the Uſe of the ſaid Undertaking; and ſuch Committee ſhall, until the next General Aſſembly to be holden in Manner as aforeſaid, meet at ſuch Times and Places, and from Time to Time adjourn themſelves to ſuch other Time and Place as they ſhall think fit; and in order to defray the Expence of the Meetings of the ſaid Committees, it ſhall be lawful for the ſaid Committees, and they are hereby allowed to expend or detain to themſelves a reaſonable Sum of Money out of the Capital Stock of the ſaid Proprietors, for their Expences in attending ſuch Meetings; and the ſaid Committee ſhall have Power and Authority to direct and manage all and every the Affairs of the ſaid *Huddersfield* Canal Company, as well in buying and purchaſing Lands, Tenements, and Hereditaments, and Materials for the Uſe of the ſaid *Huddersfield* Canal and other Works, as in employing, ordering, and directing, the Works and Workmen, and in placing and diſplacing Under Officers, Clerks, Servants, Agents, and Workmen, and in making all Contracts and Bargains touching the ſaid *Huddersfield* Canal, ſo that no ſuch Purchaſe, Bargain, or other Matter be done or tranſacted without the Concurrence of a Majority of the ſaid Committee then aſſembled; and every Owner or Owners of One or more Share or Shares in the ſaid *Huddersfield* Canal ſhall pay his, her, or their, Shares and Proportions of the Monies to be called for as aforeſaid at ſuch Time and Place as ſhall be appointed, of which Two Calendar Months Notice at the leaſt ſhall be given, (except the firſt Call, not exceeding Ten Pounds for every Share, which may be on Twenty-eight Days Notice), by publiſhing the ſame in ſome Two or more ſuch Newſpapers as aforeſaid, or in ſuch other Manner as the ſaid *Huddersfield* Canal Company ſhall at any General Aſſembly direct or appoint; and if any Perſon or Perſons ſhall neglect or refuſe to pay his, her, or their, rateable or proportionable Part or Share of the ſaid Money, to be called for by the

First Call to be made by virtue of this Act, at the Time and Place appointed as aforesaid, it shall be lawful for the said *Huddersfield* Canal Company to sue for and recover the same, in any of His Majesty's Courts of Record, by Action of Debt, or on the Case, or by Bill, Suit, or Information, wherein no Essoin, Protection, or Wager of Law, or more than One Imparlance, shall be allowed; and if any Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part or Share of the said Money to be called for, after the First Call as aforesaid, at the Time and Place so appointed, he, she, or they, so neglecting or refusing, shall forfeit the Sum of Five Pounds for every One hundred Pounds of his, her, or their respective Share and Shares in the said *Huddersfield* Canal, Undertaking, and Premises; and in case such Person or Persons shall neglect or refuse to pay his, her, or their rateable or proportionable Part or Share of the said Money, to be called for as aforesaid, for the Space of Three Calendar Months after the Time appointed for Payment thereof as aforesaid, and at the Place so to be appointed for Payment thereof as aforesaid, then he, she, or they, so neglecting or refusing, shall forfeit his, her, or their respective Share and Shares in the said *Huddersfield* Canal, Undertaking, and Premises, and all the Profit and Benefit thereof, and all Money advanced by him, her, or them, to and for the Use and Benefit of the other Proprietors of the said *Huddersfield* Canal, and all such Forfeitures shall be sold at a publick Sale, by the said Company, for the most Money they can get for the same, and the Produce thereof shall be equally divided amongst the Rest of the said *Huddersfield* Canal Company, in Proportion to their respective Shares and Interests in the said *Huddersfield* Canal and Undertaking.

Subscribers to have Notice before their Shares are forfeited.

LXXV. Provided always, That no Advantage shall be taken of the Forfeiture of any Share or Shares of the said *Huddersfield* Canal or Undertaking, until Notice shall be given by the Clerk or Clerks, Treasurer, or Treasurers, of the said *Huddersfield* Canal Company, to the Owner or Owners thereof, or Notice in Writing left at his, her, or their usual or last Place of Abode, nor unless the same shall be declared to be forfeited at some General Assembly of the said *Huddersfield* Canal Company which shall be held after the End of Three Calendar Months after the Forfeiture shall happen to be made; and every such Forfeiture shall be an Indemnification and Discharge to and for every Proprietor or Proprietors so forfeiting, after such Share or Shares shall have been deemed to be forfeited by a General Assembly, but not before, against all Action and Actions, Suits, or Prosecutions whatsoever, to be commenced or prosecuted for any Breach of Contract or other Agreement between such Proprietor or Proprietors so forfeiting, and the Rest of the Proprietors, with regard to carrying on the said *Huddersfield* Canal and Undertaking.

Committee to be under Controul of General Assemblies.

LXXVI. And be it further enacted, That such Committee shall from Time to Time make Reports of their Proceedings to, and be subject to the Examination and Controul of, the said General and Special Assemblies of the said 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 Proprietors at any

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

Books of Accounts to be kept.

LXXVII. And be it further enacted, That proper Books of Accounts, and other Matters relating to the ſaid Navigation and Undertaking ſhall be kept, and that all ſuch Books and other Matters ſhall be depoſited and kept under the Direction of the Committee for the Time being, at ſuch Place or Places as the ſaid *Huddersfield* Canal Company ſhall from Time to Time direct; and every Proprietor or Proprietors, at all reaſonable Times, ſhall have free Acceſs to the ſame for his, her, or their Inſpection, without Fee or Reward.

On the Death of Subſcribers before Shares completed, Executors may complete the ſame.

LXXVIII. And be it further enacted, That if the Owner or Owners of any Share or Shares in the ſaid *Huddersfield* Canal ſhall happen to die before ſuch Call or Calls ſhall have been made, for the full Sum to be advanced on any Share or Shares which he, ſhe, or they ſhall have been poſſeſſed of or entitled to, without having made Proviſion by Will or otherwiſe how or in what Manner ſuch Share or Shares ſhall be diſpoſed of, and how or by what Means the future Calls in reſpect thereof ſhall be paid to the ſaid *Huddersfield* Canal Company, for the Purpoſe of the ſaid *Huddersfield* Canal, then and in ſuch Caſe the Executors or Adminiſtrators of any ſuch Owner ſo dying, or the Truſtee or Truſtees, Committee or Committees of any Lunatick or Lunaticks, Guardian or Guardians of any Infant or Infants, or of any other Perſon or Perſons entitled to the Eſtate and Effects of ſuch deceaſed Owner, ſhall be indemnified againſt all and every ſuch Infant or Infants, and againſt all and every other Perſon or Perſons whomſoever, for or on Account of his, her or their having paid any Sum or Sums of Money when called for as aforeſaid, to complete every ſuch Subſcription; and if ſuch deceaſed Owner or Owners ſhall not have left Aſſets ſufficient, or in caſe the Executors or Adminiſtrators, Truſtee or Truſtees, Committee or Committees, Guardian or Guardians, ſhall refuſe or neglect to anſwer ſuch Calls, the ſaid *Huddersfield* Canal Company ſhall be, and they are hereby authorized and required to admit any other Perſon or Perſons to be Proprietor or Proprietors of the Share or Shares of ſuch deceaſed Owner or Owners, 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 Owners, or to the Truſtee or Truſtees, Guardian or Guardians, of any Infant or Infants, or to any other Perſon or Perſons who ſhall or may be entitled to his, her, or their Effects, the full Sum and Sums of Money which ſhall have been paid by ſuch Owner or Owners in his, her, or their 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; and in caſe no Perſon or Perſons ſhall be found who is or are willing to be admitted on ſuch Condition as aforeſaid, then and in ſuch Caſe ſuch Share or Shares ſhall be forfeited to and become veſted in the Reſt of the ſaid *Huddersfield* Canal Company in Truſt for and for the equal Benefit of all the Reſt of the ſaid Proprietors, in Proportion to their reſpective Intereſts in the ſaid *Huddersfield* Canal, and ſhall be ſubject to be ſold and diſpoſed of in like Manner as other forfeited Shares may be ſold and diſpoſed of by virtue of this Act.

LXXIX. And

Shares may be diſpoſed of.

LXXIX. And be it further enacted, That it ſhall be lawful for the ſeveral Proprietors of any Share or Shares of the ſaid *Huddersfield* Canal and Undertaking to ſell and diſpoſe of any ſuch Share or Shares which he, ſhe, or they, ſhall or may be entitled to therein, in Manner and ſubject to the Rules and Conditions herein mentioned; and any ſuch Purchaſer or Purchaſers ſhall, for his, her, or their Security, as well as that of ſuch Proprietor or Proprietors, have a Duplicate or Duplicates of the Deed of Aſſignment or Conveyance made to him, her, or them, and executed by ſuch Perſon or Perſons from whom he, ſhe, or they, ſhall purchaſe the ſame, and alſo by the Purchaſer or Purchaſers, One Part whereof, ſo executed, ſhall be delivered to the ſaid Committee, or to their Clerk or Clerks, to be filed and kept for the Uſe of the ſaid Company; and an Entry thereof ſhall be made in a Book or Books to be kept by the ſaid Clerk or Clerks for that Purpoſe, for which not more than Two Shillings and Sixpence ſhall be paid, and the ſaid Clerk or Clerks is and are hereby required to make ſuch Entry accordingly; and until ſuch Duplicate of ſuch Deed ſhall be ſo delivered unto the ſaid Committee or Clerk as aforeſaid, ſuch Purchaſer or Purchaſers ſhall have no Part or Share of the Profits of the ſaid Navigation or Undertaking, nor any Intereſt paid to him, her, or them, for his, her, or their Share ſo purchaſed, or be entitled to a Vote as Proprietor or Proprietors of the ſaid Navigation and Undertaking.

No Share to be ſold after Call made until the Money is paid.

LXXX. And be it further enacted, That after any Call of ſuch Monies ſhall be made by the Authority of this Act, no Perſon or Perſons ſhall ſell or transfer any Share which he, ſhe, or they, ſhall then have in the ſaid *Huddersfield* Canal and Undertaking, until the Monies called for upon their reſpective Share or Shares ſo to be ſold ſhall be paid; and every Perſon making Default herein ſhall forfeit ſuch his, her, or their reſpective Share or Shares of the ſaid *Huddersfield* Canal and Undertaking, to the ſaid Company in Truſt for the Benefit of all the other Proprietors, unleſs the Perſon or Perſons who ſhall be Vendor or Vendors ſhall, at the Time of ſuch Transfer, pay the Money called for, upon every Share ſo ſold or transferred, to the Treaſurer of the ſaid Company, ſuch Forfeiture having been firſt notified and declared at a General Aſſembly, in Manner before directed, with reſpect to the Forfeiture of Shares for not anſwering the Calls made thereon as aforeſaid.

LXXXI. And be it further enacted, That every Aſſignment or Tranſfer of any of the ſaid Shares ſhall be in the Form, or to the Effect following:

Form of Transfer of Shares.

'I *A. B.* of in Conſideration of the Sum of
'paid to me by *C. D.* of do hereby
'bargain, ſell, aſſign, and transfer, to the ſaid *C. D.* his [*or*, her] Ex-
'ecutors, Adminiſtrators, and Aſſigns, Share [*or* Shares], be-
'ing Number in the *Huddersfield* Canal Navigation,
'to hold to the ſaid *C. D.* his [*or*, her] Executors, Adminiſtrators,
'and Aſſigns, ſubject to the ſame Rules and Orders, and on the ſame
'Conditions on which I held the ſame immediately before the Execu-
'tion hereof; and I the ſaid *C. D.* do hereby agree to accept of the
'ſaid Share [*or* Shares] ſubject to the ſame Rules, Orders,

'and Conditions. Witneſs our Hands and Seals the
'Day of in the Year of Our Lord

Directions what ſhall be done on Alienations of Shares by Marriage or Death.

LXXXII. And whereas much Inconvenience may ariſe by the frequent Change of the Right and Title to the Shares of and in the *Huddersfield* Canal, by the Marriage and Death of Proprietors, and it may be difficult to aſcertain to whom the Dividends, ariſing or becoming due upon ſuch Shares, ought to be paid, and do belong; be it therefore further enacted, That before any Perſon or Perſons, who ſhall claim any Part or Share of the Profits of the ſaid *Huddersfield* Canal in Right of Marriage, ſhall be entitled to receive the ſame, an Affidavit, containing a Copy of the Regiſter of ſuch Marriage, or the Effect of ſuch Regiſter, ſhall be made and ſworn to by ſome credible Perſon before One of the Judges at *Weſtminſter*, a Maſter Extraordinary in Chancery, or One of His Majeſty's Juſtices of the Peace, and ſhall be tranſmitted to the Clerk to the ſaid Company for the Time being, who ſhall file the ſame, and make an Entry thereof in the Book or Books which ſhall be kept by the ſaid Clerk, for the entering of Tranſfers of Shares in the ſaid *Huddersfield* Canal; and that before any Perſon or Perſons who ſhall claim any Part or Share of the Profits of the ſaid *Huddersfield* Canal, by virtue of any Bequeſt or Will, or in a Courſe of Adminiſtration, ſhall be entitled to receive the ſame, the ſaid Will, or the Probate Copy thereof, or the Letters of Adminiſtration, in caſe the Proprietor ſhall have died inteſtate, ſhall be produced and ſhewn to the ſaid Clerk.

Rates of Tonnage.

LXXXIII. And in Conſideration of the great Charge and Expence which the ſaid *Huddersfield* Canal Company muſt incur and ſuſtain, in making and maintaining the ſaid *Huddersfield* Canal, and the Works hereby authorized to be made and maintained; be it further enacted, That it ſhall be lawful for the ſaid *Huddersfield* Canal Company, from Time to Time, and at all Times hereafter, to aſk, demand, take, recover, and receive, to and for the Uſe and Benefit of the ſaid Company, the ſeveral Rates herein-after mentioned, for the Tonnage of all Coals, Stone, Timber, Merchandize, and other Goods, Matters, and Things whatſoever, which ſhall be navigated, carried, or conveyed, upon any Part of the ſaid *Huddersfield* Canal; (that is to ſay),

For every Ton of Dung, Manure, Clay, Sand, and Gravel, or any of them, which ſhall not paſs through any Lock, the Sum of One Halfpenny *per* Mile:

For every Ton of Dung, Manure, Clay, Sand, and Gravel, or any of them, which ſhall paſs through any Lock, the Sum of Three Halfpence *per* Mile:

For every Ton of Stone, Lime, Coal, and Cannel, or any of them, or of any other Minerals, which ſhall not paſs through any Lock, the Sum of One Penny *per* Mile:

For every Ton of Stone, Lime, Coal, and Cannel, or any of them, or of any other Minerals which ſhall paſs through any Lock, the Sum of Two Pence *per* Mile:

For every Ton of Timber, Goods, Wares, Merchandize, and of all other Articles, Matters, and Things, not herein-before particularized, the Sum of Three Pence *per* Mile;

And, for every Ton of Stone, Lime, Coal, Cannel, Minerals, Timber, Goods, Wares, Merchandize, and of all other Articles, Matters, and Things, which ſhall paſs through or along the Tunnel to be made on the Summit Level of the ſaid *Huddersfield* Canal, or any Part thereof, over and above and in Addition to the Rates herein-before made payable as aforeſaid, the further Sum of One Shilling and Sixpence:

Any Proportion of a Mile to be taken as a Mile.

And in all Caſes where there ſhall be a Fraction of a Mile, in the Diſtance which any Boat, Barge, or other Veſſel, ſhall be navigated, or paſs upon the ſaid *Huddersfield* Canal, ſuch Fraction ſhall, in aſcertaining the ſaid Rates, be deemed and conſidered as a Mile; and that in all Caſes where there ſhall be a Fraction of a Ton in the Weight of Lading in any Boat, Barge, or other Veſſel, ſo to be navigated on the ſaid *Huddersfield* Canal, a Proportion of the ſaid Rates ſhall be demanded and taken by the ſaid *Huddersfield* Canal Company for ſuch Fraction, according to the Number of Quarters of a Ton contained therein; and in all Caſes where there ſhall be a Fraction of a Quarter of a Ton in any ſuch Weight of Lading as aforeſaid, ſuch Fraction ſhall be deemed and conſidered as a whole Quarter of a Ton; and in order the better to aſcertain ſuch Diſtances, the ſaid *Huddersfield* Canal Company ſhall cauſe the ſaid *Huddersfield* Canal to be meaſured, and Stones or Poſts with proper Inſcriptions, to be erected and forever after maintained on the Sides of the ſaid Canal, at the Diſtance of One Mile from each other, or at ſuch leſs Diſtance as the ſaid *Huddersfield* Canal Company, or their Committee, ſhall think fit.

Canal to be meaſured, and Stones ſet up.

Recovery of Rates.

LXXXIV. And be it further enacted, That the Rates herein authorized to be demanded and taken ſhall be paid to ſuch Perſon or Perſons, at ſuch Place or Places, at or near to the ſaid *Huddersfield* Canal, in ſuch Manner, and under ſuch Regulations, as the ſaid *Huddersfield* Canal Company, at ſome General or Special Aſſembly or Aſſemblies, ſhall direct or appoint; and in caſe of Denial or Neglect of Payment of any ſuch Rates, or any Part thereof, on Demand, to the Perſon or Perſons appointed to receive the ſame as aforeſaid, the ſaid *Huddersfield* Canal Company may ſue for the ſame by Action of Debt, or upon the Caſe, in any of His Majeſty's Courts of Record; or the Perſon or Perſons to whom ſuch Rates ought to have been paid, may, and he or they is and are hereby empowered to ſeize the Goods, or other Things, for or in reſpect whereof any ſuch Rates ought to have been paid, or any Part thereof, and the Boat or Veſſel laden therewith, and detain the ſame, until ſuch Payment ſhall be made, and alſo until Payment of all Arrears of the ſaid Rates, which may be due from the Owner or Owners of ſuch Boat or Veſſel to the ſaid *Huddersfield* Canal Company, together with the reaſonable Charges for ſuch Seizure and Detention; and if ſuch Goods 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; and the ſaid *Huddersfield* Canal Company ſhall have full Power, from Time to Time, at any General Aſſembly, to lower or reduce all or any of the ſaid Rates, and again to raiſe the ſame, as they ſhall think proper, not exceeding the Rates before-mentioned, as often as it ſhall be deemed neceſſary for the Intereſts of the ſaid *Huddersfield* Canal.

Rates may be altered.

LXXXV. And

Payment of Wharfage.

LXXXV. And be it further enacted, That no more than the Sum of Three-pence *per* Ton ſhall be demanded or taken for Wharfage by the ſaid *Huddersfield* Canal Company, or by any other Perſon or Perſons whomſoever, unleſs the Goods, Wares, and Merchandize, which ſhall be laid on any Wharf or Quay to be erected or made by virtue of this Act, ſhall remain or continue on ſuch Wharf or Quay for a longer Time than the Space of Ten Days, but if the ſame ſhall remain and continue thereon for more than the Space of Ten Days, then the further Sum of One Halfpenny a Day ſhall be paid for the Wharfage of every Ton of ſuch Goods, Wares, and Merchandize.

Company empowered to leaſe the Rates.

LXXXVI. And be it further enacted, That it ſhall be lawful for the ſaid *Huddersfield* Canal Company, and they are hereby authorized and impowered, at any of their General Aſſemblies, by Writing under their Common Seal, at any Time or Times, to let to farm the Rates hereby made payable, or any Part or Parts thereof, upon the Whole or any Part or Parts of the ſaid *Huddersfield* Canal, unto any Perſon or Perſons, for any Term or Time they ſhall think proper, not exceeding Three Years from the Commencement of any Leaſe; and every ſuch Leaſe ſhall be valid and effectual, and the Leſſee or Leſſees thereof, and alſo ſuch Perſon or Perſons as ſuch Leſſee or Leſſees ſhall appoint to collect and receive the Rates ſo let, ſhall, during the Continuance of every ſuch Leaſe, be deemed Collectors of the Rates ſo let, and ſhall have the ſame Power and Authority for collecting and recovering the ſame, as if they had been appointed for that Purpoſe by the ſaid *Huddersfield* Canal Company, provided publick Notice of the Intention to let the ſaid Rates, or any Part thereof, be given in Writing by the ſaid Committee, or any Seven or more of them, or the Clerk to the ſaid *Huddersfield* Canal Company, by Advertiſement publiſhed and continued in ſuch Newſpapers as aforeſaid, at leaſt Twenty-one Days prior to any ſuch General Aſſembly, at which the ſaid Rates or any Part thereof are propoſed to be let as aforeſaid.

Maſters of Boats to give an Account in Writing of Particulars of Lading.

LXXXVII. And, for the better aſcertaining and more eaſily collecting the ſaid Rates, be it further enacted, That the Maſter, Owner, or Manager, or Perſon or Perſons having the Care of any Boat, Barge, or other Veſſel, navigating upon the ſaid *Huddersfield* Canal, or any Part thereof, ſhall give an exact and true Account in Writing, ſigned by him or them, to the Collectors of the ſaid Rates, at the Place or Places where they ſhall attend for that Purpoſe, of what Quantity of Goods ſhall be in or belong to ſuch Boat, Barge, or other Veſſel, from whence brought, and where the ſame are intended to be landed, and if the Goods contained in ſuch Boat, Barge, or other Veſſel, ſhall be liable to the Payment of different Rates, then ſuch Maſter, Owner, or Perſon or Perſons, ſhall ſpecify the Quantities liable to the Payment of each Rate, and in caſe any ſuch Perſon ſhall neglect or refuſe to give ſuch Account, or to produce his Bill of Lading, to any ſuch Collector demanding the ſame, or ſhall give a falſe Account, or ſhall deliver any Part of his Lading or Goods at any other Place than what is or are mentioned in ſuch Account, with Intent to avoid the Payment of the ſaid Rates, or any Part of them, he ſhall forfeit and pay the Sum of Ten Shillings for every Ton of Goods and other Things, and ſo in Proportion for any leſs Quantity than a Ton, which ſhall be in any ſuch Boat, Barge, or other Veſſel, reſpectively, of

of which ſuch Account ſhall be ſo refuſed to be given, or of which ſuch falſe Account ſhall be given, or which ſhall be fraudulently delivered out as aforeſaid, as the Caſe ſhall happen to be, over and above the reſpective Rates directed to be paid for the ſame by virtue hereof.

Weight of Tonnage, *etc.* aſcertained.

LXXXVIII. And, for the better aſcertaining the Tonnage of Timber and other Goods to be charged with the Payment of ſuch Rates as aforeſaid, be it further enacted and declared, That Forty cubick Feet of Oak, Aſh, Elm, or Beech Timber, or Fifty cubick Feet of Fir or Deal, Poplar, or other Timber or Wood, not cut into Scantlings, ſhall, for the Purpoſes of this Act, be deemed, rated, or eſtimated, as and for One Ton Weight, and that One hundred and Twenty Pounds Weight Avoirdupois ſhall, for the Purpoſes of this Act, be deemed, rated, or eſtimated, as and for One hundred Weight; any Uſage of rating or eſtimating the ſame to the contrary notwithſtanding.

If any Difference concerning Weight, Collectors may weigh or meaſure Boats, &c.

LXXXIX. And be it further enacted, That if any Difference ſhall ariſe between any Collector of the ſaid Rates, and the Maſter or Perſon having the Charge of any Boat, Barge, or other Veſſel, or the Owner of any Goods or other Things, concerning the Weight or Quantity of any Goods, Wares, or other Things, it ſhall be lawful for any ſuch Collector to ſtop and detain any ſuch Boat, Barge, or other Veſſel, and to weigh, meaſure, or gauge, or cauſe to be weighed, meaſured, or gauged, ſuch Boat, Barge, or other Veſſel, and all ſuch Goods and other Things 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 what is ſet forth and contained in the Account given thereof as aforeſaid, then the Maſter, Owner, or Perſon giving in ſuch Account, 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 by ſuch Ways and Means, and in ſuch Manner, as the ſaid Rates are hereby appointed to be recovered and levied; but if ſuch Goods or other Things ſhall appear to be of the ſame or leſs Weight or Quantity than the ſame ſhall by ſuch Account appear to be of, then the ſaid Collector 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 or other Things, ſuch Damages as ſhall appear to the ſaid Commiſſioners, on the Oath of any credible Witneſs, (all which Oaths the ſaid Commiſſioners are hereby impowered to adminiſter), to have ariſen from ſuch Detention, and in Default of immediate Payment thereof by the Collector, the ſame ſhall be recovered from the ſaid *Huddersfield* Canal Company by Action of Debt in any of His Majeſty's Courts of Record at *Weſtminſter*, or in His Majeſty's Court of Common Pleas for the ſaid County of *Lancaſter*, or Court of Seſſion for the County of *Cheſter*.

Navigation to be free upon Payment of Rates.

XC. And be it further enacted, That all Perſons whoſoever ſhall have free Liberty to uſe, with Horſes, Cattle, and Carriages, the Roads, Ways, and Paſſages, (except the Towing Paths), to be made by virtue of this Act, for the Purpoſe of conveying any Timber, Goods, Wares, Merchandize, and other Things, to or from the ſaid *Huddersfield* Canal, and every Part thereof, without paying any Thing for the Uſe of ſuch

Roads, Ways, and Paſſages, and alſo to navigate and paſs upon, and uſe the ſaid *Huddersfield* Canal with any Boats or Veſſels capable of paſſing through the Locks, and to employ the ſaid Wharfs and Quays for loading and unloading ſuch Merchandize, Timber, and other Goods and Things, and alſo to uſe the ſaid Towing Path with Horſes and other Cattle, for haling and drawing ſuch Boats and Veſſels, upon Payment of ſuch Rates as ſhall be demanded by the ſaid *Huddersfield* Canal Company, not exceeding the reſpective Sums herein mentioned, and ſubject to the Rules and Regulations which ſhall be from Time to Time made by the ſaid *Huddersfield* Canal Company by virtue of the Powers herein granted.

Veſſels under 15 or 10 Tons not to paſs Locks without Conſent of Proprietors.

XCI. And be it further enacted, That no Boat, Barge, or other Veſſel, of leſs Burthen than Fifteen Tons when the Water does not, or of leſs than Ten Tons when the Water does, flow over the Weirs of any of the Locks of the ſaid *Huddersfield* Canal, ſhall paſs through any of the Locks to be made by virtue of this Act, without the Conſent of the ſaid *Huddersfield* Canal Company, or their principal Agent for the Time being, in Writing, firſt had and obtained, or unleſs the Owner or Navigator of ſuch Boat, Barge, or other Veſſel, ſhall pay Tonnage equal to a Boat, Barge, or other Veſſel, of Fifteen or Ten Tons reſpectively as aforeſaid.

Regulations of Veſſels paſſing Locks.

XCII. And be it further enacted, That no Boatman, or other Perſon, navigating or having the Care of any Boat or other Veſſel, upon the ſaid *Huddersfield* Canal, which ſhall paſs through any Lock to be made thereon, ſhall ſuffer the Water to remain in the Lock longer than is neceſſary for his Boat or other Veſſel to paſs through the ſame, and alſo that every ſuch Boatman or other Perſon as aforeſaid, in going down from the Head Level of the ſaid *Huddersfield* Canal, ſhall, previous to his bringing his Boat or Veſſel into any Lock, ſhut the lower Gates of ſuch Lock before he ſhall draw the Cloughs of the upper Gates thereof, and after he ſhall have brought his Boat or other Veſſel into the ſaid Lock, he ſhall then ſhut the upper Gates and Paddles before he ſhall draw the Cloughs of the lower Gates thereof, and in going up the ſaid *Huddersfield* Canal, towards ſuch Head Level, ſuch Boatman or other Perſon, ſo ſoon as he ſhall have paſſed with his Boat or other Veſſel into the ſaid Lock, ſhall ſhut the lower Gates of the ſame before he ſhall draw the Paddles of the upper Gates thereof, unleſs there ſhall then be a Boat or other Veſſel in Sight of the ſaid Lock coming down the ſaid *Huddersfield* Canal, 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 *Huddersfield* Canal, the Boat or Veſſel ſo going up the ſame, if within Sight of a Boat or other Veſſel ſo coming down, and at a Diſtance not exceeding Three hundred Yards below a Lock, ſhall paſs through ſuch Lock before the Veſſel coming down, and then ſuch other Veſſel ſhall come down into the ſaid Lock; and if there ſhall be more Veſſels than One below and above any Lock at the ſame Time, in ſuch dry Seaſon, within the Diſtance aforeſaid, (which Diſtance ſhall be diſtinguiſhed by a Poſt or Mark to be made and ſet up for that Purpoſe), ſuch Veſſels ſhall go up and come down at ſuch Lock by Turns as aforeſaid, until all the Veſſels ſo going up or coming down ſhall have paſſed the ſame, by which Means One Lock full of Water may ſerve Two Veſſels; and if any Perſon or Perſons ſhall offend in any of theſe

Particulars, he or they ſhall forfeit the Sum of Forty Shillings, but if a Queſtion ſhall ariſe on his or their Conviction, whether it was or was not a dry Seaſon at the Time of ſuch Offence committed, ſuch Queſtion ſhall be determined by the ſaid Commiſſioners.

To prevent Lock Keepers, &c. giving any Preference.

XCIII. And be it further enacted, That if any Lock Keeper, Wharfinger, or other Servant, belonging to the ſaid *Huddersfield* Canal Company, ſhall give any Preference, or ſhew Partiality to any Boat, Barge, or other Veſſel, in paſſing through any Lock or Locks upon the ſaid *Huddersfield* Canal, or in loading or unloading any Goods or other Things, at any of the Wharfs, Warehouſes, Weigh Beams, Cranes, and other Machines, belonging to the ſaid *Huddersfield* Canal Company, every Perſon ſo offending ſhall forfeit and pay any Sum not exceeding Forty Shillings to the Informer.

Maſters to put their Names on Outſide of their Boats.

XCIV. And, for the better Regulation of Maſters of Boats, Barges, and other Veſſels, and Boatmen and others employed by or under them, and for the more eaſy Detection of any Thing by them done contrary to the Directions of this Act, be it further enacted, That every Owner, Maſter, or Perſon having the Management or Command of any Boat, Barge, or other Veſſel paſſing upon the ſaid *Huddersfield* Canal, ſhall cauſe his Name and Place of Abode, and the Number of his or her Boat, Barge, or other Veſſel, to be entered with the Clerk or Clerks to the ſaid *Huddersfield* Canal Company, and ſhall alſo cauſe ſuch Name and Number to be painted in large White Capital Letters and Figures on a Black Ground, Six Inches high at the leaſt, and of a proportionable Breadth, on the Outſide of the Head or Stern of every ſuch Boat, Barge, or other Veſſel, higher than the Place to which the ſame ſhall ſink into the Water when full laden; and alſo ſhall and is hereby required to fix on each Side thereof reſpectively correct Indexes of Copper, Lead, or other Metal, or otherwiſe, of ſuch graduated Dimenſions, and of ſuch convenient Height, and under ſuch Regulations, as the ſaid *Huddersfield* Canal Company ſhall from Time to Time direct, ſo that the true Weight of the Lading on Board may at all Times be thereby aſcertained and ſhewn; and ſhall permit and ſuffer every ſuch Boat, Barge, or other Veſſel, to be gauged or meaſured, at the Expence of the ſaid *Huddersfield* Canal Company, whenever it ſhall be required by them, or any Perſon or Perſons appointed for that Purpoſe, provided that no ſuch Veſſel ſhall be gauged or meaſured more than Four Times in any One Year; and every Owner, Maſter, or other Perſon having the Management or Command of any Boat, Barge, or other Veſſel, and who ſhall navigate the ſame upon the ſaid *Huddersfield* Canal without having ſuch Name, Figures, and Index thereon as herein-before directed, or ſhall alter, eraſe, deface, or deſtroy, the ſame, or any Part thereof, or ſhall fix any falſe Name, Figures, or Index, or who ſhall refuſe to permit and ſuffer the ſame to be gauged and meaſured, ſhall, for every ſuch Offence, forfeit and pay any Sum not exceeding Five Pounds, nor leſs than Forty Shillings.

Weight of the Lading of Veſſels to be marked;

and Veſſels to be gauged.

Maſters or Owners of Boats anſwerable for Damages.

XCV. And be it further enacted, That the Maſter or Owner of any Boat, Barge, or other Veſſel, navigating upon the ſaid *Huddersfield* Canal, ſhall be and is hereby made anſwerable for any Damage, Spoil, or Miſchief, that ſhall be done by his Boat, Barge, or other Veſſel, or any of the

the Boatmen, Watermen, or others, belonging to or employed in or about the ſame reſpectively, unto any of the Bridges, Weirs, Locks, Banks, Dams, Engines, or other Works in, upon, or belonging to, the ſaid *Huddersfield* Canal, or any of the Trenches, Tunnels, Aqueducts, Sluices, and Paſſages, to be made as aforeſaid, 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 Occupiers of any Buildings, Erections, Lands, Tenements, or other Property, adjoining or lying near to the ſame, or any of them, or any other Treſpaſs whatſoever, contrary to the ſeveral Directions and Reſtrictions in this Act contained, or any of them, and the ſaid Maſter or Owner of ſuch Boat, Barge, or other Veſſel, ſhall, for every ſuch Damage, upon Conviction of ſuch Perſon or Perſons before any Juſtice of the Peace for the County, Riding, or Place, where any ſuch Offence ſhall be committed, either by the Confeſſion of the Party or Parties offending, or upon the Oath or Oaths of One or more credible Witneſs or Witneſſes, (which Oath or Oaths ſuch Juſtice is hereby impowered and required to adminiſter), pay to the Perſon or Perſons injured the Damages to be aſcertained by ſuch Juſtice, provided that ſuch Damages do not exceed the Sum of Five Pounds, and alſo ſhall, over and above ſuch Damages, forfeit and pay to the Informer any Sum not exceeding Twenty Shillings nor leſs than Ten Shillings, and all Coſts, Charges, and Expences, attending ſuch Conviction; which Damages, Penalties, and Coſts, ſhall be levied by Diſtreſs and Sale of the Goods and Chattels of the Maſter, or Owner or Owners, of ſuch Boat, Barge, or other Veſſel, by Warrant or Warrants under the Hand and Seal of ſuch Juſtice, and the Overplus (if any) after ſuch Penalty, Damages, and the Coſts and Charges of ſuch Diſtreſs and Sale are deducted, ſhall be returned, upon Demand, to the Maſter, or Owner or Owners, of ſuch Goods and Chattels; or if the ſaid Damages ſhall exceed the Sum of Five Pounds, then and in ſuch Caſe the Maſter, or Owner or Owners, of ſuch Boat, Barge, or other Veſſel, ſhall and may be ſued and proſecuted for the ſame in any Court of Record at *Weſtminſter*, or in His Majeſty's Court of Common Pleas for the ſaid County of *Lancaſter*, or in the Court of Seſſion at *Cheſter*, and if found guilty, or a Verdict paſs againſt him, or Judgement be given againſt him upon Demurrer or by Default, the Plaintiff in ſuch Caſe ſhall recover his Damages thereby ſuſtained, with full Coſts of Suit.

Maſters to recover back from their Servants any Sums paid for their Neglect or Default.

XCVI. And be it further enacted, That in caſe the Owner or Owners of any Boat, Barge, or other Veſſel, navigating on the ſaid *Huddersfield* Canal, ſhall be compelled to pay any Penalty, or to make Satisfaction for any Damage by Reaſon of any wilful Neglect or Default done or committed by his or their Servant, ſuch Servant ſhall be liable to repay ſuch Penalty or Satisfaction to ſuch Owner or Owners, and in caſe of Non-payment upon Demand thereof, and Oath made by ſuch Owner or Owners of the Payment by him or them of ſuch Penalty or Satisfaction, and that the ſame hath not been repaid to him or them by ſuch Servant, although demanded, (ſuch Oath to be made before One Juſtice of the Peace for the County, Riding, 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 ſaid Penalty and

and Satisfaction, when recovered, ſhall be paid to ſuch Owner or Owners, in Diſcharge of ſuch Penalty and Satisfaction ſo by him or them 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 any Houſe of Correction for the County, Riding, or Place, where ſuch Offence ſhall be committed, there to remain, without Bail or Mainprize, for any Time not exceeding Three Calendar Months.

Works damaged by the Floods, to be repaired by the Company.

XCVII. And whereas it may happen from Floods, or from ſome unexpected Accidents, that the Locks, Weirs, Flood Gates, Dams, Banks, Reſervoirs, Trenches, or other Works, of the ſaid Navigation, may be damaged or deſtroyed, and the adjacent Lands and Property thereon thereby damaged, and that it may be neceſſary the ſame ſhould be immediately repaired or rebuilt, to prevent further Damages; be it therefore further enacted, That when and as often as any ſuch Caſe may happen, it ſhall be lawful for the ſaid *Huddersfield* Canal Company, from Time to Time, or for their or any of their Servants, Agents, or Workmen, without any Delay or Interruption from any Perſon or Perſons whomſoever, to enter into any Lands, Grounds, or Hereditaments, adjoining or near to the ſaid *Huddersfield* Canal, Reſervoirs, or Trenches, or any of them, (not being the Ground whereon any Houſe ſtands, nor being an Orchard, Yard, Garden, Park, Paddock, planted Walk, Nurſery for Trees, or Avenue to a Houſe), and to dig for, work, get, and carry away, and uſe all ſuch Stones, Gravel, and other Materials as may be neceſſary or proper for the Purpoſes aforeſaid, without any previous Treaty whatſoever with the Owner or Owners, Occupier or Occupiers of, or other Perſon or Perſons intereſted in, ſuch Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereby as the Nature of the Works will admit of, and making Recompence for ſuch Damages to the Owners and Occupiers of, or other Perſons intereſted in, ſuch Lands, Grounds, Property, or Hereditaments, within the Space of Six Calendar Month next after the ſame ſhall be demanded, for all Damages which ſhall or may be done by Means of the digging for, getting, working, taking, carrying away, and uſing, ſuch Stones, Gravel, and Materials, or any of them, which Damages, and the Satisfaction and Recompence in reſpect thereof, ſhall be ſettled, adjuſted, aſſeſſed, aſcertained, and determined, by the Ways and Means herein preſcribed with reſpect to other Damages done by the making and completing the ſaid Navigation.

Drains to be made to convey Water from the Land adjoining;

XCVIII. And, to the End that the ſaid *Huddersfield* Canal may be carried on with as little Damage to private Property as poſſible; be it further enacted, That the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, at their own proper Coſts and Charges, to make or cauſe to be made ſuch Arches, Tunnels, Culverts, Drains, or other Paſſages, over, under, by the Side of, or into, the ſaid *Huddersfield* Canal, and the Trenches, Streams, and Watercourſes, communicating therewith, and the Towing Paths on the Sides thereof reſpectively, of ſuch Depth, Breadth, and Dimenſions, as ſhall be ſufficient at all Times to convey the Water clear from the Lands adjoining or lying near to the ſaid *Huddersfield* Canal, without obſtructing or impounding the ſame, and alſo to make or cauſe to be made, ſuch Back Drains as may be neceſſary, and

ſhall

ſhall be ſufficient to carry off any Water which may ooze or paſs through any of the Banks of the ſaid *Huddersfield* Canal, or any of them, to the Prejudice of any of the Lands or Grounds contiguous thereto; and alſo to make proper Watering Places for Cattle in all Places where by Means of the ſaid *Huddersfield* Canal, the Cattle of any Perſon or Perſons occupying Lands adjacent to the Canal, ſhall be deprived of their ancient Watering Places, and to ſupply the ſame with Water out of the ſaid Canal if neceſſary; and that all ſuch Bridges, Arches, Tunnels, Culverts, Drains, and other Paſſages, ſhall, from Time to Time, be ſupported and kept in good and ſufficient Repair by the ſaid *Huddersfield* Canal Company; and if at any Time after Notice in Writing ſhall, by or on the Behalf of any of the ſaid Owners or Occupiers of Lands adjoining or lying near to the ſaid *Huddersfield* Canal, be given to the ſaid *Huddersfield* Canal Company, or to their Clerk or Clerks, known Agent or Collector, that the ſaid Arches, Tunnels, Culverts, Drains, Back Drains, or other Paſſages, or any of them, is or are not made, cleanſed, and repaired, according to the true Intent and Meaning of this Act, it ſhall be lawful for any Perſon or Perſons to apply for and obtain an Order in Writing from the ſaid Commiſſioners, from Time to Time, as often as there ſhall be Occaſion, (and the ſaid Commiſſioners are hereby authorized and required, at their Diſcretion, to grant ſuch Order as aforeſaid), enabling ſuch Perſon or Perſons to cleanſe and repair ſuch Arches, Tunnels, Culverts, Drains, or other Paſſages accordingly, and the reaſonable Expences thereof (to be aſcertained by the ſaid Commiſſioners) ſhall be defrayed by the ſaid *Huddersfield* Canal Company; and in caſe of Neglect or Refuſal to ſatisfy and defray ſuch Expences for the Space of Three Calendar Months after Demand thereof made upon the ſaid *Huddersfield* Canal Company, or upon their Clerk, or known Agent or Collector, ſuch Expences ſhall and may be recovered and levied, in ſuch Manner as any other Money is by this Act directed to be recovered from the ſaid *Huddersfield* Canal Company: Provided always, that ſuch Owner or Occupier of the ſaid contiguous or adjoining Lands ſhall, at the Time of making ſuch Complaint, have his or her reſpective Ditches, Drains, Paſſages for Water, and Watercourſes, leading to or from the Drains, Culverts, and Paſſages, of the ſaid *Huddersfield* Canal, and each and every of them, ſufficiently cleanſed and open to convey Water into the ſame; and provided alſo, that nothing herein contained ſhall extend to enforce the admitting of any Water ariſing from Floods into the ſaid *Huddersfield* Canal which may injure the Navigation thereof.

and Watering Places for Cattle.

XCIX. And be it further enacted, That the ſaid *Huddersfield* Canal Company ſhall, and they are hereby required, at their own proper Charges, after any Land ſhall be taken for the Uſe of the ſaid *Huddersfield* Canal, Cuts, Aqueducts, Trenches, and Towing Paths, to divide and ſeparate, and keep conſtantly divided and ſeparated, the Towing Paths on the Sides of the ſaid *Huddersfield* Canal, and the Trenches, Feeders, or Paſſages, as ſhall be found neceſſary by the ſaid Commiſſioners from the Lands or Grounds adjoining to ſuch Towing Paths, Trenches, Feeders, or Paſſages, with good and ſufficient Poſts, Rails, Hedges, Ditches, Mounds, or other Fences, and ſhall, at their own Coſts and Charges, from Time to Time maintain and ſupport the ſaid Towing Paths, and the ſaid Poſts, Rails, Hedges, Ditches, Mounds, and other Fences, ſo to be made as aforeſaid, as the ſaid Commiſſioners ſhall from Time to Time judge neceſſary and

For fencing off Towing Paths, and making Bridges, &c.

appoint; and the ſaid *Huddersfield* Canal Company ſhall alſo, at their own Charges, make, erect, and ſet up, and from Time to Time maintain and ſupport ſuch and ſo many convenient Gates and Stiles in and through the Hedges and Fences to be by them ſo made on the Sides of ſuch Towing Paths as aforeſaid, and alſo ſuch Bridges, Arches, Culverts, Drains, and Paſſages, over, under, by the Side of, or into, the ſaid *Huddersfield* Canal, and the Feeders, Trenches, and Aqueducts, communicating therewith, and the Towing Paths on the Sides thereof, of ſuch Dimenſions, and in ſuch Manner as the ſaid Commiſſioners ſhall from Time to Time judge neceſſary and appoint; and that the ſaid Company of Proprietors ſhall not make the ſaid *Huddersfield* Canal, or any Feeder, Trench, or Watercourſe, in or acroſs any common Highway, publick Bridleway, or Foot Path, until they ſhall, at their own proper Charges, have made and perfected ſuch Stone or Brick Bridges, Paſſages, or Arches, acroſs ſuch Highway, Bridleway, or Path, with Wing Walls, Ramparts, and Side Banks belonging or approaching to, over, and from ſuch Bridges, ſuch Approaches not to be ſteeper or of greater Aſcent than Four Inches in a Yard in Length, and ſo in Proportion for a greater or leſs Length, and of ſuch Dimenſions and in ſuch Manner as the ſaid Commiſſioners ſhall judge proper; and all ſuch Gates, Stiles, Bridges, Arches, and other Works and Conveniencies ſo to be made, ſhall from Time to Time be ſupported, maintained, and kept in ſufficient Repair by the ſaid *Huddersfield* Canal Company.

The Company liable to be indicted at Common Law for not making Stone or Brick Bridges over the Canal.

C. And be it alſo enacted and declared, That the ſaid *Huddersfield* Canal Company ſhall be liable to be indicted at Common Law for not making Stone or Brick Bridges in all Carriage Highways over and acroſs the ſaid *Huddersfield* Canal, Cuts, and Trenches, together with proper Wing Walls, Ramparts, and Side Banks, over and from ſuch Bridges, where ſuch Bridges can be made by Approaches not ſteeper or of greater Aſcent than Three Inches in every Yard in Length, and ſo in the like Proportion of Aſcent, any Thing in this Act contained to the contrary notwithſtanding.

The Company liable to be indicted at Common Law for not repairing Bridges, &c. and to pay Coſts.

CI. And be it likewiſe declared and enacted, That the ſaid *Huddersfield* Canal Company ſhall be liable to be indicted at Common Law for not repairing and keeping in Repair all Bridges, Wing Walls, Ramparts, Side Banks, and Approaches aforeſaid, to be erected and made by virtue of this Act in any Highway, publick Bridleway, or Foot Path, over and acroſs the ſaid *Huddersfield* Canal, and that the ſaid Company ſhall alſo be liable to pay the Coſts of all ſuch Proſecutions, upon Proof of One Calendar Month's Notice being given or left at the Houſe of the Treaſurer, or any of the Clerks of the ſaid Company, previous to the Commencement of ſuch Proſecution, by the Surveyor of the Highways on either Side of the ſaid *Huddersfield* Canal, and on Conviction of the Defendants.

Juſtices at Seſſions in certain Caſes to determine what Bridges ſhall be made.

CII. Provided always, and be it enacted, That if it ſhall appear to the ſaid *Huddersfield* Canal Company, or to their Engineer or Engineers, that on Account of the Situation of the Bridge intended to be made in any ſuch aforeſaid Carriage Highway, a Swivel or Wooden Bridge would be more convenient to the Publick than a Bridge of Stone or Brick, or that the Approach herein-before directed to be made by the ſaid *Huddersfield* Canal Company cannot be made, without very great Expence, of leſs

Aſcent than Three Inches in a Yard in Length, that then, and in every ſuch Caſe, upon Application being made to His Majeſty's Juſtices, who ſhall be aſſembled at any General Quarter Seſſions of the Peace to be holden for the County, Riding, or Place, where ſuch Bridge ſhall be intended to be made, by or on Behalf of the ſaid *Huddersfield* Canal Company, it ſhall be lawful for ſuch Juſtices, upon Proof of One Calendar Month's Notice having been previouſly given of ſuch intended Application to the Surveyors of the Highways within the Townſhip wherein any ſuch aforeſaid Bridge is intended to be built, to enquire into the Premiſes, and to order, direct, and determine, whether any ſuch aforeſaid Bridge ſhall be of Stone or Brick, or a Wooden or Swivel Bridge, and of what Aſcent the Approach herein-before directed to be made by the ſaid *Huddersfield* Canal Company ſhall be; any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

Swivel and Draw Bridges to be ſhut and faſtened after Veſſels ſhall have paſſed through them on Penalty.

CIII. And be it further enacted, That if any Swivel Bridge or Draw Bridge ſhall be laid over or acroſs the ſaid *Huddersfield* Canal, or any Cuts, Trenches, or Paſſages, to be made by virtue of this Act, all and every Perſon or Perſons opening any ſuch Swivel Bridge or Draw Bridge ſhall, and he and they is and are hereby required and directed, ſo ſoon as any Veſſel ſhall have paſſed any ſuch Bridge, to ſhut and faſten the ſame, and every Perſon neglecting ſo to do ſhall forfeit and pay, for every ſuch Offence, a Sum not exceeding Five Pounds, nor leſs than Forty Shillings; and in caſe ſuch Bridge ſhall be left open longer than neceſſary for the Paſſage of any Veſſel as aforeſaid, through the Neglect or Careleſſneſs of any Perſon belonging to any ſuch Veſſel, then the Maſter or Owner of ſuch Veſſel ſhall forfeit and pay, for every ſuch Offence, any Sum not exceeding Five Pounds, nor leſs than Forty Shillings, on due Proof being made before any Juſtice of the Peace for the County, Riding, or Place, where ſuch Offence ſhall be committed, as the Caſe may be, of ſuch Neglect as aforeſaid; and if any Perſon or Perſons ſhall wilfully open any ſuch Draw Bridge or Swivel Bridge, when no Veſſel is to paſs through the ſame, ſo as to interrupt a free Paſſage for Travellers, Cattle, or Carriages, ſuch Perſon or Perſons, being convicted thereof in the Manner aforeſaid, ſhall forfeit and pay any Sum not exceeding Five Pounds, nor leſs than Twenty Shillings, at the Diſcretion of ſuch Juſtice of the Peace; which ſaid Forfeiture or Forfeitures ſhall be levied and recovered in the ſame Manner as any other Penalty or Forfeiture is by this Act directed to be levied and recovered; and the Money ariſing by ſuch Forfeiture or Forfeitures ſhall be applied in the Manner following; that is to ſay, One Half thereof ſhall be paid to the Informer, and the other Half to the Poor of the Townſhip or Pariſh where ſuch Offence ſhall be committed; any Thing herein contained to the contrary notwithſtanding.

In caſe the Company do not fence off the Towing Paths, and make Bridges, Land Owners may do it at the Company's Expence.

CIV. And be it further enacted, That in caſe the ſaid *Huddersfield* Canal Company ſhall refuſe or neglect to make, erect, and ſet up, ſuch Fences on the Sides of the ſaid Towing Paths or Banks, and alſo ſuch Gates and Stiles in and through the Fences on the Sides of the ſaid Towing Paths, or ſuch Bridges, Arches, Tunnels, Culverts, Drains, or other Paſſages, over, under, or by the Side of, or into, the ſaid *Huddersfield* Canal, and the ſaid Trenches, Streams, and Watercourſes as aforeſaid, or to make ſuch Watering Places for Cattle as herein directed, or to repair,

pair, maintain, and ſupport, ſuch Gates, Stiles, Bridges, Paſſages, Arches, Culverts, and Watering Places, when erected, ſet up, and made, of ſuch Dimenſions, of ſuch Materials, and in ſuch Manner as aforeſaid, for the Space of Six Calendar Months next after the reſpective Times to be appointed for thoſe Purpoſes by the ſaid Commiſſioners, or after Notice ſhall be given by or on Behalf of the Owners or Occupiers of any ſuch Lands, Grounds, Mills, or Hereditaments, who ſhall find themſelves aggrieved by any ſuch Refuſal or Neglect, it ſhall be lawful for any ſuch Owners or Occupiers to make, erect, and ſet up, ſuch Fences, Gates, Stiles, Bridges, Paſſages, Arches, Culverts, Watering Places, and other Conveniencies, as aforeſaid, as the ſaid Commiſſioners ſhall have before directed or appointed to be made, erected, and ſet up, by the ſaid *Huddersfield* Canal Company as aforeſaid, and to maintain, repair, and ſupport the ſame, from Time to Time, as Occaſion ſhall require, ſo that in making and maintaining the Works aforeſaid, the ſaid *Huddersfield* Canal, or the Banks thereof, or the Feeders or Aqueducts belonging thereto, ſhall not be ſtopped or injured for any longer Space of Time, or in any other Manner than is abſolutely neceſſary for the doing thereof, and all the reaſonable Expence thereof, together with the Coſts and Charges attending the ſame, (to be ſettled and allowed by the ſaid Commiſſioners), ſhall be repaid to ſuch reſpective Owners or Occupiers as aforeſaid, by the ſaid *Huddersfield* Canal Company, within the Space of Three Calendar Months next after the ſame ſhall have been ſo ſettled and allowed, and an Account and Demand ſhall have been made and delivered thereof, and in Default of ſuch Payment, the ſaid Commiſſioners ſhall, and they are hereby required, by Warrant under their Hands and Seals, to cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the ſaid *Huddersfield* Canal Company, and to be paid to ſuch reſpective Owners or Occupiers as aforeſaid, rendering to the ſaid *Huddersfield* Canal Company, or to ſome of their Agents, the Overplus (if any), after deducting the reaſonable Charges of making ſuch Diſtreſs and Sale; or otherwiſe, ſuch Owners or Occupiers reſpectively ſhall and may ſue for and recover the ſame againſt the ſaid *Huddersfield* Canal Company, by Action of Debt, in any of His Majeſty's Courts of Record at *Weſtminſter*, or in His Majeſty's Court of Common Pleas for the ſaid County of *Lancaſter*, or in the Court of Seſſion at *Cheſter*.

If Bridges, &c. made by the Company are inſufficient, Land Owners may make others.

CV. Provided always, and be it further enacted, That if the Owners or Occupiers of any Lands or Hereditaments through which the ſaid *Huddersfield* Canal ſhall be made, do or ſhall, at any Time or Times, find that any of the Gates, Stiles, Bridges, Paſſages, Arches, Culverts, Tunnels, Drains, or other Paſſages, over, under, or by the Side of the ſaid *Huddersfield* Canal, or the Towing Paths, Aqueducts, or Feeders belonging thereto, or any ſuch Watering Places, and other Conveniencies, which the ſaid Commiſſioners ſhall have directed or appointed to be made by the ſaid *Huddersfield* Canal Company as aforeſaid, are inſufficient, either in the Number or Situation, for the commodious Uſe and Occupation of their reſpective Lands, Grounds, Mills, or Hereditaments, then, and in every ſuch Caſe, it ſhall be lawful for any of ſuch Owners or Occupiers, with the Conſent and Approbation of the Committee of the ſaid *Huddersfield* Canal Company, upon Requeſt made to them for that Purpoſe, or in caſe of their Refuſal for the Space of Twenty-one Days after ſuch Requeſt, then, with the Conſent and Approbation of the ſaid Commiſſioners,

to make, fix, and erect, at their own Coſts and Charges, ſuch Gates, Stiles, Bridges, Paſſages, Arches, Culverts, Watering Places, or other Conveniencies, of the ſame or the like Conſtruction and Materials with thoſe made and erected by the ſaid *Huddersfield* Canal Company, in ſuch Places as ſhall be found and judged moſt neceſſary and convenient for the better Uſe or Occupation of ſuch Lands, and to repair and ſupport the ſame at their own like Coſts and Charges, as Occaſion ſhall require, ſo as the Navigation of the ſaid *Huddersfield* Canal 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, or other Conveniencies aforeſaid, to be made or erected in or over the ſaid Cut or Canal, by the ſaid *Huddersfield* Canal Company as aforeſaid.

Lords of Manors and Land Owners may erect Warehouſes, &c. on their Lands.

CVI. And be it further enacted, That any Lord or Lords, Lady or Ladies, of any Manor, and the Owner or Owners of any Lands or Grounds through which the ſaid *Huddersfield* Canal ſhall be made, may erect or uſe any Wharfs, Quays, Landing Places, Cranes, Weigh Beams, or Warehouſes, in or upon their reſpective Lands, Grounds, or Waſtes, adjoining or near to the ſaid *Huddersfield* Canal, and may land any Goods or other Things upon ſuch Wharfs, Quays, Landing Places, or upon the Banks lying between the ſame and the ſaid *Huddersfield* Canal, and alſo may make and uſe proper and convenient Places for Boats and other Veſſels to lie in, turn, and paſs by each other, ſo that the making or uſing thereof do not obſtruct or damage the Navigation of the ſaid *Huddersfield* Canal, or any Towing Path, Wharf, Quay, or Landing Place on the Sides thereof; and all Rates that ſhall be paid for the Uſe and Benefit of the ſaid Wharfs, Quays, Landing Places, Cranes, Weigh Beams, and Warehouſes reſpectively, ſhall be, and the ſame are hereby veſted in the Lord or Lords, Lady or Ladies, of ſuch Manor, or the Owner or Owners of ſuch Lands or Grounds, who ſhall make and erect the ſame as aforeſaid.

If not done within a limited Time, Company may build.

CVII. Provided always, That if, at any Time after the ſaid *Huddersfield* Canal ſhall become navigable, it ſhall be deemed expedient to make other publick Wharfs, Quays, or Landing Places, in Addition to thoſe then made, and the Lord or Lords, Lady or Ladies, Owner or Owners, of the Lands or Grounds where it is deemed expedient to make the ſame reſpectively, ſhall not, within the Space of Twelve Calendar Months next after Notice given in Writing to him, her, or them, by or on Behalf of the ſaid *Huddersfield* Canal Company, that any Part of ſuch Lands, Grounds, or Waſtes, is neceſſary or proper to be uſed by them for the Purpoſe of erecting Warehouſes and Buildings for the Uſe of the ſaid Navigation, or for making and laying out neceſſary and convenient Roads for the Conveyance of Goods to and from the ſaid *Huddersfield* Canal, make, erect, and lay out, and from Time to Time maintain and keep in good and ſubſtantial Repair, ſuch proper and ſufficient Warehouſes, Buildings, and Roads, for the Uſe of the ſaid Navigation, as the ſaid Commiſſioners ſhall think neceſſary, on the reſpective Parts of the Lands or Grounds deſcribed in ſuch Notice, that then the ſaid *Huddersfield* Canal Company ſhall have full Power and Authority, without any Hindrance or Reſtraint whatſoever, to make uſe of any ſuch Lands, Grounds, or Waſtes, for erecting and building proper and ſufficient Warehouſes and

Buildings, and making and laying out neceſſary and convenient Roads to and from the ſaid *Huddersfield* Canal, agreeable to ſuch Notice as aforeſaid, firſt making Satisfaction for the ſame, in ſuch Manner as is directed with reſpect to other Lands or Grounds which ſhall be taken or uſed for the Purpoſes of this Act.

Rates of Tonnage on private Wharfs.

CVIII. Provided alſo, and be it further enacted, That no more than the Sum of Three-pence *per* Ton ſhall be demanded or taken by any Lord or Lords, Lady or Ladies, Land Owner or Land Owners, who ſhall or may erect or build any Wharf or Quay, or make or lay out any Roads to and from the ſaid *Huddersfield* Canal, in purſuance of the Notice to be given by or on Behalf of the ſaid *Huddersfield* Canal Company, to ſuch Lord or Lords, Lady or Ladies, Owner or Owners, for that Purpoſe as aforeſaid, for the Wharfage of any Goods, Wares, or Merchandize, where the ſame ſhall be reſpectively placed, and remain upon any ſuch Wharfs or Quays, and ſhall not continue thereupon for a longer Space of Time than Ten Days, but if the ſame ſhall remain and continue thereon for more than the Space of Ten Days, then the further Sum of One Half-penny a Day ſhall be paid for the Wharfage of every Ton of ſuch Goods, Wares, and Merchandize.

Company of Proprietors or other Perſons not to uſe excluſively private Wharfs.

CIX. Provided likewiſe, and be it further enacted, That nothing herein contained ſhall authorize or impower the ſaid *Huddersfield* Canal Company, or any other Perſon or Perſons, to make uſe of any Wharf, Quay, Landing Place, Crane, Weigh Beam, or Warehouſe, which ſhall be ſet out, erected, or made, by the Lord or Lords, Lady or Ladies, of any Manor, or the Owner or Owners of any Lands or Grounds adjoining or near to the ſaid *Huddersfield* Canal, for his, her, or their private excluſive Uſe only, nor to ſet up, erect, repair, or uſe any Cranes or Weighing Machines in or upon any ſuch Wharf, Quay, or Landing Place; any Thing herein-before contained to the contrary notwithſtanding.

Power for Owners of Mines to make Railways for conveying Coals, &c. to the Canal.

CX. And be it further enacted, That in caſe the Owner or Proprietor of any Mines of Coal, Stone, or other Minerals, lying within the Diſtance of Two thouſand Yards from the ſaid *Huddersfield* Canal, ſhall find it expedient and neceſſary to make any Railway or Road to convey the Coals, Stone, or other Minerals, from any ſuch Mines to the ſaid *Huddersfield* Canal, over or through his, her, or their own Lands, or over or through the Lands or Grounds of ſome other Perſon or Perſons, that then, and in every ſuch Caſe, it ſhall be lawful for ſuch Perſon or Perſons, being the Owner or Owners of ſuch Lands or Grounds within the Diſtance of Two thouſand Yards from the ſaid *Huddersfield* Canal, over which ſuch Railway or Road is intended to be made, to treat and agree with the Owner or Proprietor of ſuch Mines for the Damage the Owner or Owners of any ſuch Lands or Grounds ſhall or may ſuſtain, by making any ſuch Railway or Road as aforeſaid; and in caſe the Owner or Owners of any ſuch Lands or Grounds, and the Owner or Proprietor of any ſuch Mines, cannot agree concerning the Recompence to be made for ſuch Loſs or Damage as aforeſaid, that then it ſhall be lawful for the Owner or Proprietor of ſuch Mine or Mines to apply to any Five or more of the ſaid Commiſſioners, to aſcertain the Courſe and Direction, and alſo the Diſtance, not exceeding the Length of Two thouſand Yards,

which any ſuch Railway or Road ſhall be made, and the ſaid Commiſſioners, or any Five or more of them, ſhall, upon ſuch Application, appoint a Meeting for aſcertaining and fixing the Courſe and Direction, and alſo the Diſtance, not exceeding the Length of Two thouſand Yards, of ſuch Railway or Road, of which Meeting Ten Days previous Notice ſhall be given, in Writing, by ſuch Owner or Proprietor of ſuch Mine or Mines, to the Owner or Owners of ſuch Lands or Grounds, which Notice ſhall alſo expreſs the Line or Courſe, and Diſtance, of ſuch intended Railway or Road reſpectively; and the ſaid Commiſſioners, or any Five or more of them, ſhall view the Place in Queſtion, and examine Evidence upon Oath touching the ſame, (all which Oaths any One of the ſaid Commiſſioners is hereby impowered to adminiſter), and if it ſhall appear to the Commiſſioners aſſembled at ſuch Meeting, that ſuch Railway or Road is neceſſary, or proper and fitting to be made, or if ſuch Owner or Owners of any ſuch Lands or Grounds, and ſuch Proprietor, or Owner or Owners, of any ſuch Mines as aforeſaid, ſhall agree in the Premiſes, or if any ſuch Railway or Road ſhall be made through the Lands or Grounds only of the Proprietor or Owner of ſuch Mines, then, and in any ſuch Caſes, but not otherwiſe, it ſhall be lawful for the Owner or Proprietor of ſuch Mines to make and open a Communication between any ſuch Mines and the ſaid Canal, by making and opening ſuch Railway or Road according to the Direction of the ſaid Commiſſioners preſent at ſuch Meeting, and uſe the ſame with Horſes, Carts, and Carriages, over and through the Lands or Grounds of ſuch Perſon or Perſons as aforeſaid, (not being the Scite of a Dwelling Houſe, or a Garden, Orchard, Yard, Park, Paddock, Planted Walk, or Avenue to a Houſe), in ſuch Manner as to the Owner or Proprietor of ſuch Mines reſpectively ſhall ſeem expedient, ſo that the ſame be done without doing any Injury or Damage to the ſaid Navigation, and ſo as the Owner or Proprietor of ſuch Mine or Mines make full Satisfaction for all Damages to be ſuſtained by the Owner or Owners of ſuch Lands or Grounds, by Reaſon of the making ſuch Railway or Road; and in caſe the Owner or Proprietor of any ſuch Mines, and the Owner or Owners of any ſuch Lands cannot agree touching the Satisfaction to be made, then the ſame ſhall be ſettled and aſcertained by the ſaid Commiſſioners, in ſuch Manner, and ſubject to the Verdict of a Jury, if required, as the Value and Recompence for the Lands to be taken for making the ſaid *Huddersfield* Canal, is by this Act directed to be ſettled and aſcertained, and in Default of Payment of ſuch Sum or Sums of Money, the ſame ſhall and may be recovered, with Coſts, by Action of Debt in any of His Majeſty's Courts of Record at *Weſtminſter*, or in His Majeſty's Court of Common Pleas for the County of *Lancaſter*, or in the Court of Seſſion at *Cheſter*, wherein no Eſſoin, Protection, or Wager of Law, or more than One Imparlance ſhall be allowed.

Cuts may be made to communicate with the Canal.

CXI. And be it further enacted, That it ſhall be lawful for the Proprietor or Proprietors of any Mines of Coal, Stone, Iron Stone, Lime Stone, or other Minerals, or of any Furnace or other Works, to make any Navigable Cut or Cuts, in ſuch Manner as he, ſhe, or they ſhall think proper, through his, her, or their own Lands or Grounds, and alſo through the Lands or Grounds of any other Perſon or Perſons, to communicate with the ſaid *Huddersfield* Canal, ſo that no ſuch Cut be more than Four Miles in Length, and ſo that the ſame be done without diverting

verting any Streams of Water which are neceſſary for ſupplying the ſaid *Huddersfield* Canal, or which are or ſhall be neceſſary for the working of any Mills or other Works, and without doing any Injury or Damage to the ſaid Navigation, and ſo as the Perſon or Perſons making every ſuch Cut ſhall (if thereunto required by the ſaid *Huddersfield* Canal Company) make, erect, and maintain, a Stop Gate or Stop Gates in every ſuch Cut, in Order to prevent the Water being drained or waſted out of the ſaid *Huddersfield* Canal, by Means of making any ſuch Cut to communicate therewith as aforeſaid; and every ſuch Cut ſhall be publick and open to all Perſons, for the Conveyance of any Goods, Wares, or other Things, in Boats and other Veſſels, upon Payment to the Perſon or Perſons at whoſe Charge and Expence ſuch Cut ſhall be made, his, her, or their Heirs, Executors, Adminiſtrators, or Aſſigns, of the like Tonnage as ſhall, for the Time being, be payable to the ſaid *Huddersfield* Canal Company upon the ſaid Canal, by this Act authorized to be made to the ſaid *Huddersfield* Canal Company.

But not without Conſent of the Owners of Lands.

CXII. Provided always, That no ſuch Cut ſhall be made by any Perſon or Perſons through the Lands or Grounds of any other Perſon or Perſons, unleſs the Owner or Owners, of, and Perſon or Perſons intereſted in, ſuch Lands or Grounds, or the Huſbands, Guardians, Truſtees, Committees, or Attornies, of any ſuch Owners or Perſons intereſted as aforeſaid, being under Coverture, Lunaticks, Minors, beyond the Seas, or under any other Diſability or Incapacity of acting for themſelves, ſhall conſent thereto, and it ſhall be lawful for any Bodies Politick or Corporate, Corporations Aggregate or Sole, being Owners of or intereſted in any ſuch Lands or Grounds, or any ſuch Huſbands, Guardians, Truſtees, Committees, or Attornies as aforeſaid, to give ſuch Conſent, and to agree with the Perſon or Perſons deſirous of making any ſuch Cut, for the Land or Ground to be made uſe of for that Purpoſe, and the Damage to be occaſioned thereby, and every ſuch Conſent and Agreement, being reduced into Writing, and ſigned and ſealed by the reſpective Parties giving or making the ſame, ſhall be binding and concluſive upon all Perſons, and Bodies Politick and Corporate whatſoever, and ſhall be depoſited with the Clerk of the Peace for the County, Riding, or Place, wherein ſuch Land or Ground ſhall be ſituate, and be by him kept amongſt, and the ſame ſhall be deemed Part of, the Records of the Quarter Seſſions of the Peace for ſuch County, Riding, or Place.

Company of Proprietors or Committee to regulate the Navigation.

CXIII. And be it further enacted, That all Boats, Barges, or other Veſſels, ſailing or being haled or navigated upon the ſaid *Huddersfield* Canal, ſhall, upon meeting any other Boat, Barge, or Veſſel, ſtop at, or go back to, and lie in the Places to be provided for that Purpoſe as aforeſaid, in ſuch Manner as the ſaid *Huddersfield* Canal Company, or the ſaid Committee, ſhall from Time to Time direct and appoint; and it ſhall be lawful for the ſaid *Huddersfield* Canal Company from Time to Time to make ſuch Rules and Regulations as they ſhall think proper, for or relating to the paſſing of any Locks to be made by virtue of this Act, with any Boats, Barges, or other Veſſels, and all ſuch Rules and Regulations ſhall be binding upon, and be conformed to by the Owners or Perſons having the Care or Conduct of ſuch Boats, Barges, or other Veſſels, upon Pain of

forfeiting a Sum not exceeding Five Pounds, nor leſs than Forty Shillings, for every Default; and if any Boat, Barge, or other Veſſel, ſhall be placed or ſuffered to remain in any Part of the ſaid *Huddersfield* Canal, ſo as to obſtruct the Navigation thereof, and the Perſon having the Care of ſuch Boat, Barge, or other Veſſel, ſhall not immediately, upon Requeſt made, remove ſuch Boat, Barge, or other Veſſel, he ſhall for every ſuch Offence forfeit any Sum not exceeding Five Pounds, nor leſs than One Shilling, for every Hour ſuch Obſtruction ſhall continue after the making of ſuch Requeſt, and it ſhall be lawful for any Agent or Officer to the ſaid *Huddersfield* Canal Company 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 for preventing ſuch Obſtruction, and detain ſuch Boat, Barge, or other Veſſel, and the Loading thereof, or any Part of ſuch Loading, until the Charges occaſioned by ſuch Removal ſhall be paid; and if any Boat, Barge, or other Veſſel, ſhall be ſunk in the ſaid *Huddersfield* Canal, or any Sluice, Tunnel, or Trench aforeſaid, and the Owner or Perſon having the Uſe or Care of ſuch Veſſel, ſhall not without Loſs of Time weigh or draw up the ſame, it ſhall be lawful for the Agents and Servants of the ſaid *Huddersfield* Canal Company, or any of them, to cauſe ſuch Boat, Barge, or other Veſſel, to be weighed or drawn up, and to detain and keep the ſame until Payment be made of all the Expences neceſſarily occaſioned relating thereto, and if ſuch Payment ſhall not be made within the Space of Ten Days, then it ſhall be lawful for the ſaid *Huddersfield* Canal Company to ſell and diſpoſe of ſuch Boat, Barge, or other Veſſel, with the Loading thereof, in ſuch Manner as the Law directs in Caſes of Diſtreſs for Rent in Arrear, rendering to the former Owner of ſuch Boat, Barge, or other Veſſel, the Overplus, after ſuch Expences and the Charges of ſuch Sale ſhall be deducted.

Boats ſunk to be weighed up.

CXIV. And be it further enacted, That if any Perſon ſhall float any Timber upon the ſaid *Huddersfield* Canal, or ſhall ſuffer the Loading of any Boat, Barge, or other Veſſel, to lie over the Sides of any ſuch Boat, Barge, or other Veſſel, or ſhall overload any Boat, Barge, or other Veſſel, navigated in or upon the ſaid *Huddersfield* Canal, ſo as to obſtruct the Paſſage of any other Boat, Barge, or Veſſel, and ſhall not immediately upon Notice given to him for that Purpoſe remove ſuch Obſtruction, or if any Perſon ſhall throw any Ballaſt, Gravel, Stones, or Rubbiſh into any Part of the ſaid *Huddersfield* Canal, or any Trenches or Watercourſes to be made by virtue of this Act, or if any Perſon or Perſons ſhall wantonly, careleſsly, or negligently, open or cauſe to be opened any Lock Gate, or any Paddle, Valve, or Clough, belonging to any Lock to be erected in the ſaid *Huddersfield* Canal, or ſuffer any Boat, Barge, or other Veſſel, to ſtrike or run upon any of the Bridges or Locks thereof, or ſhall wilfully fluſh or draw off the Water from any Part of the ſaid *Huddersfield* Canal, or ſhall leave any of the ſaid Valves or Cloughs open and running after any Boat, Barge, or other Veſſel, ſhall have paſſed any ſuch Lock, every Perſon ſo offending ſhall forfeit and pay, for every ſuch Offence, any Sum not exceeding Five Pounds, nor leſs than Forty Shillings; and if any Perſon ſhall wilfully, maliciouſly, and to the Prejudice of the ſaid Navigation, break, throw down, damage, or deſtroy, any Banks or other Works to be erected and made by virtue of this Act, or do any other wilful

Penalty on Perſons overloading and obſtructing the Navigation;

and on opening Locks, &c.

Puniſhing Perſons wilfully deſtroying Works.

wilful Hurt or Miſchief to obſtruct, hinder, or prevent, the carrying on, completing, ſupporting, and maintaining, the ſaid intended Navigation by virtue of this Act, every Perſon offending, and being thereof lawfully convicted, ſhall be ſubject and liable to the like Pains and Penalties as in Caſes of Felony, and the Court by and before whom ſuch Perſon ſhall be tried and convicted, ſhall have Power and Authority to cauſe ſuch Perſon to be puniſhed in like Manner as Felons are directed to be puniſhed by the Laws or Statutes of this Realm; or in Mitigation of ſuch Puniſhment, ſuch Court may, if they ſhall 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, Riding, or Place, where ſuch Offence ſhall be committed, ſhall forfeit any Sum not leſs than Double the Value of the Damage proved on 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, Riding, or Place, where ſuch Offence ſhall happen, for any Time not exceeding Six Calendar Months, at the Diſcretion of the Juſtice or Juſtices before whom ſuch Offender ſhall be convicted; provided that nothing herein contained ſhall extend to any Owner of Land, or his or her known Agent or Agents, till Satisfaction ſhall have been tendered as hereby provided.

Canal not to be under the Power of Commiſſioners of Sewers, and how to be rated.

CXV. And be it further enacted, That the ſaid *Huddersfield* Canal, or any of the Works to be made by virtue of 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 whatſoever; and the ſaid *Huddersfield* Canal Company ſhall or may, from Time to Time, and at all Times hereafter, be rated and charged to all Parliamentary and Parochial Taxes, Rates, and Aſſeſſments, for or on Account of any Lands or Grounds to be purchaſed or taken, or of any Warehouſes or other Buildings to be erected by them in purſuance of this Act, in the ſame Proportion as other Lands, Grounds, and Buildings, adjoining to or lying near the ſame, are or ſhall be rated and charged; but it ſhall be lawful for the ſaid *Huddersfield* Canal Company to agree with any Owner or Owners of any Lands or Hereditaments, of ſufficient Yearly Value, adjoining or lying near to the Lands or Hereditaments to be purchaſed or taken for the Purpoſes of this Act, for an Exemption from all Rates and Taxes in reſpect of ſuch laſt-mentioned Lands and Hereditaments, and for charging the ſame upon the adjoining Lands and Hereditaments of the Perſon or Perſons from whom any Lands or Hereditaments ſhall be ſo purchaſed or taken for the Purpoſes of this Act, and in all ſuch Caſes, all the Parochial and other Taxes, Rates, Charges, and Aſſeſſments which might be thereafter charged upon or payable in reſpect of the Lands or Hereditaments to be ſo purchaſed or taken for the Purpoſes of this Act, ſhall be rated and charged upon ſuch adjoining Lands, and upon the Owners and Occupiers thereof, and the Lands and Hereditaments to be purchaſed for the Purpoſes of this Act ſhall be exempted and diſcharged therefrom.

CXVI. And

Rights of Lords of Manors and Land Owners to Fishery reserved.

CXVI. And be it further enacted and declared, That the Lord and Lords, Lady and Ladies, and Owner and Owners, of all and every Manor or Manors through which the said *Huddersfield* Canal, or in or upon which any Reservoir, Sluice, or Tunnel, shall be made, shall have and be entitled to the Right of Fishery of and in so much of the said *Huddersfield* Canal, Reservoirs, Trenches, and Sluices, as shall be made over and through the Common or Waste Lands within his, her, or their Manor or Manors, and also in, over, and through, any other Lands or Grounds lying within any such Manor or Manors wherein such Lord or Lords, Lady or Ladies, or Owner or Owners, now have or hath, or is or are entitled to the Right of Fishery in the Ponds and Waters now being in such last-mentioned Lands or Grounds respectively, and that the Owner or Owners of all other Lands or Grounds through which the said *Huddersfield* Canal shall be made shall also have and be entitled to the Right of Fishery of and in so much of the said *Huddersfield* Canal, Reservoirs, 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 *Huddersfield* Canal, Reservoirs, Trenches, or Sluices, and the Towing Paths, Banks, or other Works and Conveniencies hereby authorized to be made, shall not be prejudiced or obstructed, or any Water drained or exhausted from or out of the said *Huddersfield* Canal, Reservoirs, Trenches, or Sluices, and so as the said *Huddersfield* Canal Company, 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 *Huddersfield* Canal, Reservoirs, Trenches, or Sluices, which shall be taken, killed, or destroyed, through or by Means of the letting off the Water out of the said *Huddersfield* Canal, Reservoirs, Trenches, or Sluices, for the Purposes of the said Navigation; and that it shall be lawful for the Lord or Lords, Lady or Ladies, of such Manor or Manors, and the Owner or Owners of such Ground, being qualified by Law so to do, to take and kill Game upon so much of the *Huddersfield* Canal, Trenches, Sluices, Towing Paths, and other Lands or Grounds to be set out for the Use of the said Navigation, as shall be made through his, her, or their Lands or Grounds as aforesaid.

Penalty on unqualified Persons on Board having Nets.

CXVII. 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 *Huddersfield* Canal, (not being qualified by Law to kill Game), shall carry on Board such Boat, Barge, or other Vessel, any Fishing Net, Gun, or other Engine for taking or destroying Fish or Game, every such Person 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 wilfully suffer or permit any Person or Persons, (not being qualified as aforesaid), to have or carry on Board any Fishing Net, or other Engine for taking or destroying Fish or Game, he shall for every such Offence forfeit the Sum of Five Pounds.

Power for Land Owners to use Pleasure Boats.

CXVIII. And be it further enacted, That it shall be lawful for the Owners and Occupiers of any Lands adjoining the said *Huddersfield* Canal, to use any Pleasure Boat or Boats upon the said *Huddersfield* Canal (not passing

through

through any Lock unleſs they ſhall firſt pay Tonnage equal to a Boat or Veſſel carrying Six Tons, or obtain the Conſent of the ſaid *Huddersfield* Canal Company), without any Interruption from the ſaid *Huddersfield* Canal Company, and without paying any Rate for the ſame, ſo as the ſame be not made uſe of for carrying any Goods, Wares, or Merchandize, to Market or for Sale, or any Perſons for Hire, and ſo as the ſame ſhall not obſtruct or prejudice the Navigation of the ſaid *Huddersfield* Canal or the Towing Paths on the Sides thereof.

To compel Payment of Subſcriptions.

CXIX. And be it further enacted, That the ſeveral Perſons who have ſubſcribed, or who ſhall hereafter ſubſcribe to advance any Money for and towards making and maintaining the ſaid *Huddersfield* Canal, and the other Works hereby authorized to be made, ſhall, and they are hereby required to pay the Sum or Sums of Money by them reſpectively ſubſcribed, or ſuch Parts or Proportions thereof as ſhall from Time to Time be called for by the ſaid Committee, under and by virtue of the Powers and Directions of this Act, at ſuch Times and Places as ſhall be directed by the ſaid *Huddersfield* Canal Company, or the ſaid Committee, in Manner before mentioned; and in caſe any Perſon or Perſons ſhall neglect or refuſe to pay the ſame at the Time and in the Manner required for that Purpoſe, it ſhall and may be lawful for the ſaid *Huddersfield* Canal Company to ſue for and recover the ſame in any Court of Law or Equity.

Majority of Proprietors may make future Applications to Parliament for Power to open other Communications with the Canal.

CXX. And whereas the major Part of the ſaid *Huddersfield* Canal Company may hereafter judge it expedient to make Application to Parliament for Power to make other navigable or other Communication with the ſaid *Huddersfield* Canal than ſuch as are authorized by this Act; but by Reaſon of Infancy or otherwiſe may not be able to obtain the Conſent and Concurrence of all the Proprietors: Be it therefore enacted, That in caſe the Perſons entitled to a greater Number of Shares in the ſaid *Huddersfield* Canal ſhall at any General Aſſembly of the ſaid *Huddersfield* Canal Company think it proper to make any ſuch Application to Parliament as aforeſaid, it ſhall be lawful for them to order and cauſe the Common Seal of the ſaid *Huddersfield* Canal Company to be affixed to any Petition for that Purpoſe, and ſuch Application to be proceeded in and proſecuted, and any Money ariſing by virtue of this Act to be applied in defraying the Expences incurred by or in conſequence of any ſuch Application, and the ſame ſhall be deemed to be the Act of the Whole of the ſaid *Huddersfield* Canal Company, in like Manner, and as fully and effectually as if every One of the ſaid Proprietors had been capable of acting for himſelf or herſelf, and had attended ſuch General Aſſembly and concurred therein; and it ſhall be lawful for the Guardians, Truſtees, or Committees of the Proprietors of any ſuch Shares, being Minors, Lunaticks, or under any Diſability or Incapacity of acting for themſelves, and the Executors or Adminiſtrators of any deceaſed Proprietor or Proprietors of ſuch Shares, to apply any of the Money which ſhall come to their Hands as Guardians, Truſtees, Committees, Executors, or Adminiſtrators as aforeſaid, towards defraying the proportionable Share of the Expences incurred by and in conſequence of any ſuch Application, which ſhall be payable by the Perſons on whoſe Behalf they act, or to raiſe Money for that Purpoſe by Mortgage of any ſuch Shares, which Mortgage they are

hereby authorized to make by Writing under their Hands and Seals.

For indemnifying certain other Navigations.

CXXI. And whereas, it may hereafter happen that a Navigation may be made Eaſtwardly of and to communicate with the ſaid Canal of the ſaid Sir *John Ramſden*, or with the ſaid *Huddersfield* Canal, excluſive and beſides the Extenſions or Communications by this Act authorized to be made, or may be made ſo as nearly to communicate with the ſame, which would be very injurious to the *Aire* and *Calder* Navigation, the *Calder* and *Hebble* Navigation, and the ſaid Canal of the ſaid Sir *John Ramſden*; and it would be reaſonable that in ſuch Caſe full Compenſation ſhould be made as herein-after mentioned, by the ſaid *Huddersfield* Canal Company for ſuch Injury; be it therefore further enacted, That in caſe any ſuch Navigation ſhall hereafter be made by any Perſon or Perſons whatſoever to the Eaſtward of and to communicate with the ſaid *Huddersfield* Canal, or the ſaid Canal of the ſaid Sir *John Ramſden*, or ſo as nearly to communicate with either of the ſaid laſt-mentioned Canals, then and in ſuch Caſe the Proprietors of the ſaid *Huddersfield* Canal ſhall not be entitled to take or receive to their own Uſe any Tolls or Toll for or on Account of any Goods, Wares, or Merchandize, that may have been navigated upon, or may have paſſed or been conveyed from or out of ſuch Navigation as may be ſo made Eaſtwardly as aforeſaid, and as ſhall from thence be navigated upon the ſaid *Huddersfield* Canal, or for any Goods, Wares, or Merchandize, that may have been navigated upon or may have paſſed or been conveyed from or out of the ſaid *Huddersfield* Canal into or upon ſuch Navigation as may be ſo made Eaſtwardly as aforeſaid, but that all and every Tolls or Toll due or payable, or which may be taken or received for the Navigation of any ſuch Goods, Wares, or Merchandize, in or upon the ſaid *Huddersfield* Canal, ſhall be paid and payable to the Proprietors of the ſaid Navigations of the *Aire* and *Calder*, the *Calder* and *Hebble*, and the Canal of the ſaid Sir *John Ramſden*, in Proportion to the Length of the ſaid laſt-mentioned Navigations reſpectively, and the Tonnage thereupon reſpectively collected.

For ſecuring the ſaid Indemnifications.

CXXII. And be it further enacted, That for the better collecting and receiving the ſaid Tolls and Toll to ariſe on the ſaid *Huddersfield* Canal as laſt aforeſaid, and applying the ſame to and for the Uſe and Benefit of the Proprietors of the ſaid laſt-mentioned Navigations, ſuch Tolls or Toll as laſt aforeſaid ſhall be had, collected, taken, and received, by ſome Perſon or Perſons to be ſpecially appointed for that Purpoſe by the ſaid Proprietors of the ſame Navigations, in Truſt for ſuch Proprietors reſpectively, to be divided amongſt them in ſuch Proportions as aforeſaid, and which Perſon or Perſons ſo to be appointed as laſt aforeſaid ſhall have the like Powers and Authorities for collecting, receiving, and recovering, the Tolls laſt aforeſaid, as are given and granted by this Act to the ſaid *Huddersfield* Canal Company, their Agents or Servants, for the collecting, receiving, and recovering, the Tolls hereby authorized to be taken by the ſaid *Huddersfield* Canal Company, their Agents or Servants as aforeſaid, and be thereout paid for his and their Trouble therein.

Recovery of Forfeitures.

CXXIII. 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 *Huddersfield* Canal Company as aforeſaid, ſhall, upon Proof of the Offences reſpectively before any Juſtice of the Peace for the County, Riding, or Place, where the Offence ſhall be committed, either by the Confeſſion of the Party or Parties, or by the Oath of any credible Witneſs, be levied and recovered by Diſtreſs and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hand and Seal of ſuch Juſtice, (which Warrant ſuch Juſtice is 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, by Warrant under his Hand and Seal, to cauſe ſuch Offender or Offenders to be committed to the Common Gaol or any Houſe of Correction for the County, Riding, or Place, wherein the Offence ſhall be committed, there to remain, without Bail or Mainprize, for ſuch Time as ſuch Juſtice ſhall direct, not exceeding Three 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 *Huddersfield* Canal Company, and be applied for the Purpoſes of this Act.

Perſons aggrieved by Irregularity in Diſtreſs, to recover Special Damages.

CXXIV. 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 Damages in an Action upon the Caſe.

Damages not provided for to be ſettled by Commiſſioners.

CXXV. And be it further enacted, That if at any Time or Times hereafter any Perſon or Perſons ſhall ſuſtain any Loſs or Damage in his, her, or their Lands, Tenements, Hereditaments, or Property, by Reaſon of the Execution or Non-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, and be recovered, levied, and applied, in ſuch Manner as other Damages herein-before mentioned are provided for.

CXXVI. And, for the more eaſy and ſpeedy Conviction of Offenders againſt this Act, be it further enacted, That all and every Juſtice or Juſtices of the Peace before whom any Perſon or Perſons ſhall be convicted of any Offence againſt this Act, ſhall and may cauſe the

Conviction to be drawn up in the following Form of Words, or in any other Form of Words to the ſame Effect, as the Caſe ſhall happen; *(videlicet)*,

'BE it remembered, That on the Day of in the Year of our Lord *A. B.* is convicted before me *C. D.* One of His Majeſty's Juſtices of the Peace for the ſaid County of [*or*, Riding, *as the Caſe may be*] [*ſpecifying the Offence, and Time and Place when and where the ſame was committed.*] Given under my Hand and Seal the Day and Year aforeſaid.' Form of Conviction.

CXXVII. Provided always, and be it further enacted, That no Proceedings to be had and taken in purſuance of this Act, ſhall be quaſhed or vacated for Want of Form, or removed by *Certiorari*, or any other Writ or Proceſs whatſoever, into any of His Majeſty's Courts of Record at *Weſtminſter*, or elſewhere; any Law or Statute to the contrary notwithſtanding. Proceedings not to be quaſhed for Want of Form.

CXXVIII. Provided always, 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 *Huddersfield* Canal Company, 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, appeal to the Juſtices of the Peace at any General Quarter Seſſion to be held for the County, Riding, or Place, where ſuch Cauſe of Appeal ſhall happen or ariſe, firſt giving Ten Days Notice at the leaſt in Writing of ſuch Intention to appeal, to the Party intereſted in ſuch Complaint, and the ſaid Juſtices ſhall in a ſummary Way hear and determine the ſaid Appeal at ſuch Seſſion, or if they think proper may adjourn the Hearing thereof to the next General Court of Quarter Seſſions of the Peace to be held for ſuch County, Riding, or Place, and if they ſee Cauſe may mitigate any Penalty or Forfeiture, and may order any Money to be returned which ſhall have been 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, and may alſo order ſuch Coſts to be paid to the Party aggrieved by the Party aggreſſing, as they in their Judgement ſhall think juſt and reaſonable. Appeal.

CXXIX. And be it further enacted, That no Action, Suit, or Information, ſhall be brought, commenced, or proſecuted, againſt any Perſon or Perſons for any Thing done or to be done in purſuance of this Act, or in Execution of any of the Powers or Authorities, or any of the Orders made, given, or directed, in, by, or under, this Act, unleſs One Calendar Month's previous Notice, in Writing, ſhall be given by the Perſon or Perſons intending to commence and proſecute ſuch Action, Suit, or Information, to the ſaid *Huddersfield* Canal Company, or to their Clerk or Clerks, or Treaſurer, for the Time being, nor unleſs ſuch Action, Suit, or Information, ſhall be brought or commenced within Three Calendar Months next after the Fact committed, or in caſe there ſhall be a Continuation of Damage, then within Three Calendar Months Limitation of Actions.

Months next after the doing or committing ſuch Damage ſhall ceaſe, and not afterwards, and ſhall be laid or brought in the County where the Matter in Diſpute or Cauſe of Action ſhall ariſe, and not elſewhere; and the Defendant or Defendants in ſuch Action, Suit, or Information, 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 if any ſuch Action, Suit, or Information, ſhall have been brought or commenced before or after the reſpective Times ſo limited for bringing or commencing the ſame, or ſhall be brought in any other County or Place than as aforeſaid, then and in every ſuch Caſe the Jury ſhall find for the Defendant or Defendants; and upon ſuch Verdict, or if the Plaintiff or Plaintiffs ſhall become 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 ſhall have ſuch Remedy for the ſame as any Defendant hath for Coſts of Suit in any other Caſe by Law awarded.

Publick Act. CXXX. 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.

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FINIS.