ANNO TRICESIMO SEPTIMO

Georgii III. Regis.

CAP. C.

An Act for extending the *Monmouthſhire* Canal Navigation; and for explaining and amending an Act, paſſed in the Thirty-ſecond Year of the Reign of His preſent Majeſty, for making the ſaid Canal.

[4th *July* 1797.]

WHEREAS by an Act, paſſed in the Thirty-ſecond Year of the Reign of His preſent Majeſty, intituled, *An Act for making and maintaining a Navigable Cut or Canal from, or from ſome Place near* Pontnewynydd, *into the River* Uſk, *at or near the Town of* Newport; *and a Collateral Cut or Canal from the ſame, at or near a Place called* Cryndau Farm, *to or near to* Crumlin Bridge, *all in the County of* Monmouth; *and for making and maintaining Rail Ways, or Stone Roads, from ſuch Cuts or Canals, to ſeveral Iron Works and Mines, in the Counties of* Monmouth *and* Brecknock, certain Perſons therein named and deſcribed were incorporated by the Name of *The Company of Proprietors of the Monmouthſhire Canal Navigation*, and were authorized and empowered to make and maintain the ſeveral Navigable Cuts or Canals mentioned in the Title of the ſaid Act, and the ſeveral Rail Ways or Rail Roads in the ſaid Act ſpecified or mentioned, and to erect and make ſuch Wharfs, Quays, Landing Places, and other Works and Conveniencies as ſhould be found requiſite, and to do all Acts neceſſary for thoſe Purpoſes; and the ſaid Company of Proprietors were thereby authorized

Preamble. 32 *Geo.* III, Cap. 102.

and empowered to raiſe and contribute amongſt themſelves, and in ſuch Proportions as they ſhould think fit, the Sum of One hundred and twenty thouſand Pounds, for the Purpoſe of carrying on and completing the ſaid Undertaking; and it was enacted, that the ſaid Sum of One hundred and twenty thouſand Pounds ſhould be divided into Twelve hundred equal Parts or Shares, at a Price not exceeding One hundred Pounds *per* Share, and that ſuch Shares ſhould be veſted in the Subſcribers thereto, and their reſpective Executors, Adminiſtrators, and Aſſigns, proportionably to the Sums which they ſhould ſeverally ſubſcribe and pay thereto; and that all Perſons ſubſcribing and paying the Sum of One hundred Pounds, or ſuch Sum or Sums as ſhould be demanded in lieu thereof, towards carrying on the ſaid Canals, Rail Roads, and other Works thereby authorized, ſhould be entitled to and receive, after the ſaid Navigation ſhould be completed, One Twelve hundredth Part of the Profits and Advantages which ſhould ariſe therefrom; and in caſe the ſaid Sum of One hundred and twenty thouſand Pounds ſhould be inſufficient for the Purpoſes aforeſaid, then the ſaid Company of Proprietors were authorized and empowered to raiſe and contribute among themſelves in Manner aforeſaid, or by the Admiſſion of new Subſcribers, the further Sum of Sixty thouſand Pounds, for completing the ſaid Navigation, Rail Roads, and other Works, which Sum was alſo to be divided into Shares of One hundred Pounds each, and ſuch Shares were to be veſted in the Perſons ſubſcribing thereto, and their reſpective Executors, Adminiſtrators, and Aſſigns, in the ſame Manner as before declared with reſpect to the ſaid Twelve hundred Shares: And whereas the ſaid Company of Proprietors, in purſuance of the Powers given them by the ſaid recited Act, have proceeded in making the ſaid Canals, Rail Roads, and other Works thereby authorized, which are now in a State of great Forwardneſs, and they have, in the Proſecution of the ſaid Undertaking, raiſed and expended the Whole of the ſaid Sum of One hundred and twenty thouſand Pounds, which they were empowered by the ſaid Act to raiſe and contribute amongſt themſelves; and the ſaid Company having found it neceſſary alſo to raiſe the ſaid further Sum of Sixty thouſand Pounds, ſome Time ſince reſolved and agreed to raiſe and contribute the ſame amongſt themſelves, and the Sum of Thirty-five thouſand Pounds, or thereabouts, Part of the ſaid Sum of Sixty thouſand Pounds, hath been raiſed and contributed accordingly, and hath been alſo nearly expended in and about the ſaid Undertaking: And whereas the ſaid Company of Proprietors, having originally ſubſcribed only the Sum of One hundred and eight thouſand Pounds for carrying on the ſaid Undertaking, afterwards ſubſcribed and agreed to contribute the Sum of Twelve thouſand Pounds, in order to make up the ſaid Sum of One hundred and twenty thouſand Pounds, rateably and proportionably, according to the Sums originally ſubſcribed by them reſpectively, and they alſo ſubſcribed and agreed to contribute the ſaid further Sum of Sixty thouſand Pounds in like Manner, by Means whereof moſt of the ſaid Company of Proprietors have ſubſcribed and contributed, or are liable to contribute, towards the ſaid Sums of One hundred and twenty thouſand Pounds and Sixty thouſand Pounds, different fractional Parts of a Hundred Pounds, and in conſequence thereof are entitled to different fractional Parts of a Share in the ſaid Navigation and Undertaking, which may be productive of Inconvenience in the Diſtribution of the Profits to ariſe therefrom: And whereas the ſaid Company of Proprietors,

tors, now find that what remains to be paid of the ſaid Sum of Sixty thouſand Pounds will not enable them to finiſh and complete the ſaid Undertaking, but that a conſiderable further Sum will be wanted for that Purpoſe: And whereas the ſaid Company of Proprietors, conceiving that there may not, in the Courſe of Time, be a ſufficient Space for Wharfage, and other neceſſary Accommodation on the North Side of the *Pill* at *Newport* aforeſaid, are deſirous of being enabled to extend the Canal made in purſuance of the ſaid recited Act, which at preſent terminates near the ſaid Town of *Newport*, Southwards, acroſs the ſaid *Pill*, and into or through certain Lands in the ſaid Town and Borough of *Newport*, and in the Pariſh of *Saint Wollas*, in the County of *Monmouth*, in caſe the ſame ſhall be found neceſſary, to within Ten Yards of the Extent of certain Lands called *The Cinder Hill* and *Friars Fields*, and, under the Reſtrictions herein-after mentioned, to the further Diſtance of about One Mile and an Half beyond the ſaid Termination of the preſent Canal; and it hath been eſtimated that the Expence of completing the original Undertaking, and of extending the ſaid Canal in Manner aforeſaid, will amount to the Sum of Forty-four thouſand ſix hundred and thirteen Pounds Six Shillings and Eight-pence, or thereabouts; but that Sum, or any Part thereof, cannot be raiſed, nor can the ſaid Canal be extended, without the Aid and Authority of Parliament: May it therefore pleaſe Your Majeſty that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the ſaid Company of Proprietors of the *Monmouthſhire* Canal Navigation, and they are hereby authorized and empowered to make, complete, and maintain a Canal, navigable and paſſable for Boats, Barges, and other Veſſels, from and out of the End or preſent Termination of the Canal, on the North Side of the *Pill*, adjoining the Town of *Newport* aforeſaid; Southwards, acroſs the ſaid *Pill*, into and through the Land of Sir *Charles Morgan* Baronet, and from thence into and within Ten Yards of the Extent of certain Lands of *William Kemeys* Eſquire, *Catherine Halfpenny*, and *Mary Newton*, called *The Cinder Hill* and *Friars Fields*; and if the whole Extent of the ſaid Fields ſhall afterwards be found inſufficient for the Purpoſes of the ſaid Canal, in Manner herein-after mentioned, then to extend the ſame towards a Place called *Pingwelly*, into and through the Lands of *John Jones* Eſquire, and to the Lands of Sir *Charles Morgan* Baronet, in the Town and Borough of *Newport*, and in the Pariſh of *Saint Wollas*, ſome or One of them, in the County of *Monmouth*, and alſo to make, erect, build, and ſet up ſuch Towing Paths, Bridges, Locks, Reſervoirs, Tunnels, Feeders, Acqueducts, Wharfs, Quays, Landing Places, Weighbeams, Cranes, Engines, Machines, and other Conveniencies, upon or adjoining, or near to the ſaid Canal, as may be requiſite and neceſſary for the Purpoſes aforeſaid, and for repairing, preſerving, maintaining, and uſing, the ſaid Canal hereby authorized to be made, and the Navigation thereof, and for ſupplying the ſame with Water, and for the Purpoſes aforeſaid, to have, uſe, exerciſe, and enjoy, ſuch and the like Ways, Paſſages, Powers, and Authorities, upon, in, and over, the Lands through which the ſaid Canal ſhall be made, in as full, ample, and beneficial a Manner, to all Intents and Purpoſes, as the ſaid Company of Proprietors are authorized and empowered

Power to extend the Canal under the ſame Reſtrictions and Regulations as are preſcribed by former Act.

powered to do, execute, and perform, uſe, exerciſe, and enjoy, under and by virtue of the ſaid recited Act, with reſpect to the ſaid Canals and other Works thereby authorized to be made; and that the ſaid Company of Proprietors, and their Agents, Servants, and Labourers, and all Bodies Politick, Corporate, and Collegiate, Corporations Aggregate and Sole, Tenants for Life or in Tail, or for any other partial Eſtate or Intereſt in Poſſeſſion, Huſbands, Guardians, Truſtees and Feoffees in Truſt for Charities and other Purpoſes, Committees, Executors, and Adminiſtrators, and all other Truſtees, and alſo the Commiſſioners appointed by the ſaid recited Act, and all other Perſons whomſoever, ſhall have and be ſeiſed and poſſeſſed of, and are hereby inveſted with ſuch and the like Eſtates, Authorities, Powers, Abilities, Intereſts, Privileges, and Advantages, and ſhall be and are hereby made ſubject and liable to ſuch and the like Rules, Conditions, Directions, Regulations, Limitations, Reſtrictions, Payments, Penalties, Forfeitures, Puniſhments, and Benefit of Appeal, with reſpect to the ſaid Canal and other Works hereby authorized to be made and maintained, and to the Purchaſe or Sale and Conveyance of Land to the ſaid Company for that Purpoſe, and to all other Matters and Things in anywiſe relating thereto, as are mentioned, given, granted, preſcribed, eſtabliſhed, and inflicted, in and by the ſaid recited Act, with reſpect to the ſaid Canals and Works thereby authorized to be made and carried on, to all Intents and Purpoſes whatſoever, ſave only and except ſo far as any Alteration is made by this preſent Act; and that the ſaid Company of Proprietors ſhall and may demand, take, and receive, ſuch and the like Rates, Tolls, and Duties, for the Tonnage and Wharfage of Goods carried on the ſaid Canal hereby authorized to be made, as they are by the ſaid recited Act empowered to demand, take, and receive, for the Tonnage and Wharfage of Goods carried on the ſaid Canals thereby authorized to be made, and ſhall have ſuch and the like Powers and Remedies for recovering the ſame; and that the ſaid recited Act, and the ſeveral Clauſes, Powers, Authorities, Proviſoes, Orders, Rules, Regulations, Limitations, Exemptions, Reſtrictions, Privileges, Penalties, Forfeitures, Puniſhments, and Proviſions, therein contained, ſhall, ſo far as the ſame will apply, and the Nature and Circumſtances of the Caſe will admit, and ſo far as the ſame are not repealed, altered, re-enacted, or otherwiſe provided for in and by this preſent Act, extend and are hereby extended to the ſaid Canal and other Works hereby authorized, and ſhall take effect, operate, and be put in Execution, and ſhall be uſed and exerciſed by the ſaid Company of Proprietors, and their Agents, Servants, and Labourers, and ſhall be applied and enforced in, by, and for and in reſpect of the making, completing, repairing, preſerving, maintaining, and uſing, the ſaid Canal and other Works hereby authorized, and for ſupplying the ſame with Water, and for regulating the Navigation thereon, and for the Puniſhment of Offences relating thereto, and for the purchaſing, ſelling, and conveying of Lands, Tenements, and Hereditaments, and aſcertaining the Value thereof, and for the determining and aſſeſſing of Damages, as well as with reſpect to all other Matters and Things whatſoever, in anywiſe touching or concerning the ſaid Canal and other Works hereby authorized to be made, in ſuch and the ſame Manner in all Reſpects, and as fully and effectually, to all Intents and Purpoſes, as if the ſame Clauſes, Powers, Authorities, Proviſoes, Orders, Rules, Regulations, Limitations, Exemptions, Reſtrictions, Privileges, Penalties, Forfeitures, Puniſhments, and Proviſions, had

Same Tolls to be paid upon Extenſion as are allowed by the former Act.

had been inſerted, repeated, and enacted, at full Length, in and by this preſent Act, and as if the Canal and other Works hereby authorized to be made and maintained had been authorized to be made and maintained in and by the ſaid recited Act, or been Part of the Canals and Works thereby authorized to be made and maintained.

That the Canal ſhall not be carried further than within Ten Yards of Mr. *Kemeys* Fence, till deemed neceſſary.

II. Provided always, and be it further enacted, That when the ſaid Canal hereby authorized to be made ſhall have been carried acroſs the *Pill*, and to within Ten Yards of the Fence betwixt the aforeſaid Fields called *The Friars Fields*, and the Lands of *John Jones* Eſquire, the ſame ſhall not be proceeded in or carried any further until it ſhall have been reſolved to be neceſſary or expedient ſo to do by ſome General or Special Meeting or Aſſembly of the ſaid Company of Proprietors, to be held purſuant to the ſaid recited Act, at which there ſhall be preſent ſo many Proprietors as ſhall be entitled to vote, either as Principals or Proxies, for or in reſpect of Two Thirds of the whole Number of Shares in the ſaid Navigation and Undertaking, for which Votes may be given for the Time being, but it ſhall not be competent for any ſuch General Meeting or Aſſembly as aforeſaid to decide upon the Neceſſity or Expediency of proceeding with, or carrying the ſaid Canal any further, until Twelve Months after the ſame ſhall have been completed to the Extent aforeſaid, nor unleſs Fourteen Days previous Notice at leaſt ſhall afterwards have been given, by Five or more of the Proprietors of the ſaid Navigation, by Advertiſement in ſome publick Newſpaper, publiſhed or circulated in the ſaid County of *Monmouth* of its being intended to be propoſed at ſuch General Meeting or Aſſembly.

Arbitrators to determine whether the Canal ſhall be extended beyond Mr. *Kemeys* Lands.

III. Provided alſo, and it is hereby further enacted, That when the ſaid Canal hereby authorized to be made ſhall have been carried acroſs the *Pill*, and to within Ten Yards of the Fence betwixt the Fields called *The Friar's Fields*, and the Lands of the ſaid *John Jones* as aforeſaid, the ſame ſhall not be carried any further, notwithſtanding the Reſolution of any ſuch General or Special Meeting or Aſſembly as aforeſaid for that Purpoſe, unleſs the whole Land or Ground, which ſhall have been ſet out for Wharfs, Quays, and Landing Places, upon or adjoining to the ſame Canal, ſhall be found inſufficient for the Buſineſs carried on or done upon the ſame; and that for aſcertaining the Sufficiency or Inſufficiency of the Land or Ground to be ſet out for ſuch Wharfs, Quays, and Landing Places, the Queſtion whether the ſame ſhall be ſufficient or not ſhall be ſubmitted and referred to the Arbitration and Determination of Two indifferent Perſons or Arbitrators, One of whom ſhall be nominated by the ſaid Company of Proprietors, or their principal Clerk for the Time being, and the other by *William Kemeys* Eſquire, (the Owner or Part Owner of the Land or Ground which will be ſet out for ſuch Wharfs, Quays, and Landing Places), his Heirs or Aſſigns; and the principal Clerk of the ſaid Company for the Time being ſhall cauſe Notice in Writing to be given to the ſaid *William Kemeys*, his Heirs or Aſſigns, or left at his or their uſual or laſt known Place of Abode, of the Deſire of the ſaid Company to ſubmit the ſaid Queſtion to Arbitration, and of the Name of the Arbitrator nominated on the Part of the ſaid Company and of the Time and Place when and where he will be ready to meet the other Arbitrator, and take the Queſtion into Conſideration, the Time not being leſs than Thirty Days after ſuch Notice ſhall be ſo given

given or left; and the ſaid *William Kemeys*, his Heirs or Aſſigns, ſhall nominate the other Arbitrator, and cauſe Information in Writing of ſuch Nomination to be given to the principal Clerk of the ſaid Company, or left at his Dwelling Houſe or uſual Place of Abode, within Fifteen Days after ſuch Notice ſhall be ſo given, or left to or for him the ſaid *William Kemeys*, his Heirs or Aſſigns as aforeſaid; and in Default of ſuch Nomination by the ſaid *William Kemeys*, his Heirs or Aſſigns, or of ſuch Information thereof being ſo given or left as aforeſaid, the ſaid Company, or their principal Clerk, ſhall and may alſo nominate the other Arbitrator; and that the ſaid Two Arbitrators, ſo to be nominated and appointed as aforeſaid, ſhall meet, and proceed to conſider the ſaid Queſtion, either at the Time and Place to be mentioned in ſuch Notice as aforeſaid, or at ſuch other Time and Place as ſhall be agreed upon for that Purpoſe between the principal Clerk of the ſaid Company and the ſaid *William Kemeys*, his Heirs or Aſſigns; and if either of the ſaid Arbitrators ſhall be prevented from attending at ſuch Time and Place as aforeſaid, or at any other Time to be fixed, as after mentioned, by Sickneſs or other unavoidable Accident, then the Meeting ſhall be adjourned by the Arbitrator who ſhall attend to ſuch future Time as the Parties concerned, or the Perſons who ſhall attend on their reſpective Behalf, ſhall fix and agree upon; and the ſaid Two Arbitrators ſhall, at their Firſt Meeting, and before they themſelves proceed to take the Queſtion into Conſideration, nominate and appoint One other indifferent Perſon to act as Umpire in the Premiſes in the Caſes herein-after mentioned; and in caſe the ſaid Two Arbitrators, after a full Conſideration of the Queſtion, ſhall not agree and determine the ſame, and make an Award hereupon in the Manner herein-after mentioned, within One Calendar Month next after their Firſt Meeting, or if the ſaid Arbitrators, or either of them, having met and appointed an Umpire, ſhall afterwards neglect to proceed to a full and final Conſideration of the Queſtion, and to determine the ſame, and make an Award thereupon within One ſuch Calendar Month, then and in either of the ſaid Caſes the Queſtion ſhall be forthwith, after the Expiration of the ſaid One Calendar Month, ſubmitted and referred to the Determination of the Perſon who ſhall be ſo appointed Umpire as aforeſaid; but if either of the ſaid Two Arbitrators, not being prevented by Sickneſs or other unavoidable Accident, ſhall refuſe or wilfully neglect to meet the other of them, at the Time to be appointed for their Firſt Meeting as aforeſaid, or at the Time to which ſuch Meeting ſhall be ſo adjourned as aforeſaid, then and in ſuch Caſe it ſhall be lawful for the other Arbitrator, immediately after ſuch Refuſal or Neglect ſhall be aſcertained, to proceed alone to a Conſideration of the ſaid Queſtion, and to determine thereon; and the ſaid Arbitrators and Umpire, and Sole Arbitrator reſpectively, as the Caſe may be, ſhall have Power to adjourn the Conſideration of the Queſtion, from Time to Time, and from Place to Place, not exceeding Three Miles from the Town of *Newport*, as they or he ſhall think expedient; and the Award, Order, and Determination, of the ſaid Arbitrators or Umpire, or Sole Arbitrator, as the Caſe may require, after a Hearing of all Parties concerned, or ſome Perſon on their reſpective Behalf, and examining ſuch Evidence on both Sides, and uſing ſuch other Means to obtain full Information reſpecting the Queſtion as the ſaid Arbitrators or Umpire, or Sole Arbitrator, ſhall think proper, ſhall be binding and concluſive, to all Intents and Purpoſes, upon the ſaid Company of Proprietors, and upon

upon the ſaid *William Kemeys*, his Heirs and Aſſigns, ſo that the Award of ſuch Arbitrators, and a Duplicate thereof, be made in Writing under their Hands and Seals, and be ready to be delivered to the principal Clerk of the ſaid Company of Proprietors, and to the ſaid *William Kemeys*, his Heirs or Aſſigns, within the ſaid One Calendar Month next after the Firſt Meeting of the ſaid Arbitrators, and ſo that the Award of ſuch Umpire, or of ſuch One of the ſaid Arbitrators as aforeſaid, as the Caſe may be, and a Duplicate thereof, be made in Writing, under his Hand and Seal, and be ready to be delivered as aforeſaid, within One Calendar Month next after ſuch Umpire or Sole Arbitrator ſhall have a Right to proceed to a Conſideration of the ſaid Queſtion: Provided always nevertheleſs, that if the Award, either of the ſaid Arbitrators, or of the ſaid Umpire or Sole Arbitrator, as the Caſe may require, and a Duplicate thereof, ſhall not be ready to be delivered within the Time appointed, or if the Award made by the ſaid Arbitrators or Umpire, or Sole Arbitrator, as the Caſe may require, ſhall be againſt the ſaid Company of Proprietors, then and in either of the ſaid Caſes the ſaid Queſtion ſhall and may, if the ſaid Company ſhall ſo think fit, be again ſubmitted to Arbitration in Manner aforeſaid, at any Time after the Expiration of Two Years from the Time to be firſt appointed for the Firſt Meeting of the ſaid Arbitrators as aforeſaid, and for that Purpoſe the like Notices ſhall be given and the like Proceedings ſhall be had and taken in all Reſpects, and the Award to be made in purſuance ſhall be ready within ſuch and the like Time, and ſhall be binding in ſuch and the like Manner as are and is herein-before directed, of, for, and concerning the firſt Submiſſion of the ſaid Queſtion to Arbitration, and ſo, from Time to Time, as often as either of the ſaid laſt mentioned Caſes ſhall happen, the ſaid Queſtion ſhall and may, if the ſaid Company of Proprietors ſhall think fit, be again ſubmitted to Arbitration, in like Manner, after the Expiration of Two Years from the Time to be firſt appointed for the Firſt Meeting of the Arbitrators laſt nominated, for the Time being; and that the Expences attending every ſuch Reference to Arbitration as aforeſaid ſhall be paid and borne by the Company of Proprietors.

Empowering the Company of Proprietors to carry the Canal into Mr. *Kemeys* Lands.

IV. And be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors, conformably to the Agreement in that Behalf entered into between the Sub-committee of the ſaid Company and the ſaid *William Kemeys*, on Behalf of himſelf and the ſaid *Catherine Halfpenny* and *Mary Newton*, and afterwards approved of and confirmed at the General Half-yearly Meeting of the ſaid Company, held on the Seventeenth Day of *October* One thouſand ſeven hundred and ninety-ſix, to make and carry the ſaid Canal, hereby authorized to be made, into and to within Ten Yards of the Extent of the Lands belonging to the ſaid *William Kemeys*, and to the aforeſaid *Catherine Halfpenny* and *Mary Newton*, called *The Waterſide Wharf*, or *Cinder Hill*, and the *Friars Fields*, without making any pecuniary Compenſation or Satisfaction whatever to him the ſaid *William Kemeys*, his Heirs or Aſſigns, for or in reſpect of his Share or Intereſt in ſuch Part of the ſame Lands as ſhall be taken and uſed by the ſaid Company for cutting the ſaid Canal, and for making the neceſſary Towing Paths thereto; and that the ſaid Company of Proprietors ſhall pay unto the ſaid *Catherine Halfpenny* and *Mary Newton*, their Heirs or Aſſigns, for their Shares and Intereſts in ſuch Part of the ſame Lands as laſt mentioned, ſuch Sum of Money as the ſame ſhall be

eſtimated and valued at by *Lewis Richards*, of *Troy Houſe*, Gentleman, or ſuch other Perſon, in caſe of his Death or Refuſal to act, as ſhall be named by the ſaid Company of Proprietors and *John Kemeys Gardner Kemeys* Eſquire, or ſuch other Perſon, in caſe of his Death or Refuſal to act, as ſhall be named by the ſaid *Catherine Halfpenny* and *Mary Newton*, their Heirs or Aſſigns, and the ſaid *Lewis Richards*, or the Perſon to be named in his Stead, and the ſaid *John Kemeys Gardner Kemeys*, or the Perſon to be named in his Stead, ſhall, before they ſhall begin to take the Value of ſuch Shares and Intereſts into Conſideration, nominate and appoint, by Writing under their Hands, ſome Third Perſon as Umpire, to whom, in caſe of their not agreeing, it ſhall be referred to eſtimate and ſet a Value upon ſuch Shares and Intereſts, and the ſaid Company ſhall then pay for the ſame ſuch Sum of Money as the ſame ſhall be eſtimated or valued at by the Perſon ſo to be appointed Umpire, ſo that the Award of ſuch Arbitrators or Umpire as aforeſaid ſhall be made in Writing, within One Calendar Month after the ſaid Canal ſhall be completed to within Ten Yards of the Extent of the *Friars Fields* as aforeſaid, and in Default thereof the Value of ſuch Shares and Intereſts ſhall be aſcertained and ſettled by the Commiſſioners, or a Jury, in the Manner preſcribed in and by the ſaid recited Act, and the Sum of Money to be paid for ſuch Shares and Intereſts ſhall be paid accordingly within Three Months after the ſame ſhall be aſcertained.

General Aſſembly, in *Oct.* 1797, to determine whether they will croſs the *Pill*.

V. And be it further enacted, That the ſaid Company of Proprietors, or their Succeſſors, ſhall, at the General Aſſembly in the Month of *October* next, to be held in purſuance of the ſaid recited Act (of which Meeting Notice ſhall be given Three Times in the Months of *Auguſt* or *September*, in the *Glouceſter* Paper and One of the *Briſtol* Papers, and at which there ſhall be preſent ſo many Proprietors as ſhall be entitled to vote, either as Principals or Proxies, for or in reſpect of Two Thirds of the Whole Number of Shares in the ſaid Navigation and Undertaking) determine and decide whether the Wharfs, Quays, and Landing Places of *Charles Morgan* Eſquire, ſituate near to and adjoining the River *Uſk*, are ſufficient for the Accommodation of the expected Commerce of the ſaid Canal or not, and if the ſaid Company of Proprietors ſhall determine that the ſaid Wharfs, Quays, and Landing Places are ſufficient for the expected Commerce of the ſaid Canal, that then the ſaid Agreement ſo entered into between the ſaid Company of Proprietors and the ſaid *William Kemeys* as aforeſaid, ſhall be to all Intents and Purpoſes void and of no Effect, and in that Caſe the ſaid Company of Proprietors ſhall, at their own Expence, make, complete, and maintain the ſaid Cut or Canal into the ſaid *Pill*, according to the original Intention of the ſaid Company of Proprietors, and as ſpecified in the Map or Plan, and Book of Reference thereto, delivered in to the Houſe of Commons previous to the paſſing of the ſaid recited Act, and now remaining in the Cuſtody of the proper Officer of the ſaid Houſe; and that the ſaid *Pill* ſhall be formed into a proper Baſon, by an Embankment from the North-eaſt Corner of the ſaid Wharf, called *Cinder Hill*, to the South-eaſt Corner of the preſent Quays belonging to the ſaid *Charles Morgan*, and made fit for the Reception of the Barges to be uſed on the Canal; and the ſaid Company of Proprietors ſhall make and maintain ſuch Embankments, Works, and Conveniencies, adjoining to the ſaid *Pill*, as they may think neceſſary for the Purpoſes of the Navigation, and ſhall complete and

finiſh the ſame on or before the Twenty-ninth Day of *September* One thouſand ſeven hundred and ninety-eight; but if the ſaid Company of Proprietors ſhall determine that the ſaid Wharfs, Quays, and Landing Places are not ſufficient for the expected Commerce of the ſaid Canal, that then the ſaid Company of Proprietors ſhall, as early as conveniently may be, commence the Extenſion of the ſaid Cut or Canal, at the preſent End or Termination thereof, acroſs the aforeſaid *Pill*, into the ſaid Lands called *The Cinder Hill Wharf* and *Friars Fields*, to within Ten Yards of the South Fence at the Extent of the ſaid *Friars Fields*, between the ſaid Fields and the Lands of *John Jones* Eſquire, conformably to the Agreement ſo entered into and confirmed as aforeſaid; and that the ſaid Company of Proprietors, or their Succeſſors, ſhall, at their own proper Coſts and Expence, completely finiſh the ſaid extended Cut or Canal and Towing Paths to the Place aforeſaid, agreeably to the Map or Plan delivered in to the Houſe of Commons in the Year One thouſand ſeven hundred and ninety-ſeven, previous to the paſſing of this Act, and ſhall finiſh and complete the ſame to the End of the *Friars Fields* as aforeſaid, on or before the ſaid Twenty-ninth Day of *September* One thouſand ſeven hundred and ninety-eight; and that the ſaid extended Cut or Canal, from its Commencement in the *Cinder Hill* Wharf, to its Termination at the Place aforeſaid, ſhall be of ſufficient Width at the leaſt, to enable Three Barges conveniently to lay abreaſt of each other, and not exceed Forty-five Feet.

General Aſſembly to be adjourned, if a certain Number of Proprietors are not preſent.

VI. Provided always, and be it further enacted, That if at the ſaid General Aſſembly, to be held in *October* next, there ſhall not be preſent ſo many Proprietors as ſhall be entitled to vote, either as Principals or Proxies, for or in reſpect of Two Thirds of the whole Number of Shares in the ſaid Navigation, then ſuch General Aſſembly ſhall be adjourned, to be held at the ſame Place upon that Day Three Weeks, when the ſaid Company ſhall come to ſuch Determination or Deciſion as aforeſaid, whether ſo many Proprietors as aforeſaid ſhall be preſent or not.

Obliging the Company of Proprietors to build a Wall for Mr. *Kemeys*.

VII. And be it further enacted, That the ſaid Company of Proprietors ſhall, in caſe it ſhall be determined to extend the Cut or Canal acroſs the *Pill* as aforeſaid, at their own Expence, erect and build a good and effectual Stone and Mortar Wall, Nine Feet in Height from the Surface of the Land, and Two Feet Three Inches in Breadth at the Foundation, and gradually decreaſing to Eighteen Inches at the Top, between ſuch Part of the ſaid Fields called *The Friars Fields* as ſhall be taken and uſed by the ſaid Company for making the ſaid Canal and Towing Paths, and be ſet out for the neceſſary Wharfs, Quays, Landing Places, and other Conveniences adjoining, in purſuance of the Powers hereby given, and the remaining Part of the ſame Fields with all poſſible Speed, after the ſaid Company of Proprietors ſhall have had Three Calendar Months Notice in Writing to build ſuch Wall from the ſaid *William Kemeys*, his Heirs or Aſſigns, by Delivery of ſuch Notice to the Treaſurer or Clerk to the ſaid Company for the Time being; and that the ſaid Company of Proprietors ſhall alſo, at their own Expence, previous to carrying the ſaid Canal through or acroſs the *Cinder Hill*, erect and build a good ſubſtantial and convenient Bridge of Stone and Mortar over or acroſs the ſaid Canal hereby authorized to be made for the Paſſage of Horſes and Carriages to and from the Moderator Quay and Lime Kiln, in ſuch Situation

ation as the ſaid *William Kemeys*, his Heirs or Aſſigns, ſhall point out; and that ſuch Bridge ſhall for ever afterwards be repaired and kept in Repair by and at the Expence of the ſaid Company.

Plan and Liſt of Land Owners to remain with the Clerk of the Peace.

VIII. And whereas a Survey hath been made, in order to aſcertain the Practicability of making the ſaid Canal hereby authorized, and a Map or Plan hath been made, deſcribing the Line of the ſaid intended Canal, and the Lands through which the ſame is intended to be carried, together with a Book of Reference, containing a Liſt of the Names of the Owners or reputed Owners and Occupiers of ſuch Lands, and ſuch Map or Plan and Book of Reference have been depoſited at the Office of the Clerk of the Peace for the County of *Monmouth*, be it therefore further enacted, That the ſaid Map or Plan and Book of Reference ſhall remain in the Cuſtody of the Clerk of the Peace for the ſaid County, in order that all Perſons may, at all ſeaſonable Times, have Liberty to inſpect and peruſe, and to take Copies or Extracts of the ſame at their Pleaſure, on Payment of the Sum of One Shilling for every ſuch Inſpection, and after the Rate of Sixpence for every Two hundred Words of ſuch Copies or Extracts of the ſaid Book of Reference; and that the ſaid Company of Proprietors, in making the ſaid Canal hereby authorized to be made, ſhall not deviate more than Twenty Yards from the Line or Courſe thereof deſcribed in the ſaid Map or Plan; and that no ſuch Deviation ſhall be made into or through the Lands of any Perſon not named in the ſaid Book of Reference, without the Conſent in Writing of ſuch Perſon.

No Advantage to be taken of any Omiſſion in Book of Reference.

IX. Provided always, That no Advantage ſhall be taken of or againſt the ſaid Company of Proprietors, nor any Interruption be given to the making of the ſaid Canal hereby authorized to be made, on Account of any Error or Omiſſion in the ſaid Book of Reference, in caſe it ſhall appear to any Two or more of the Commiſſioners appointed by the ſaid recited Act, and be certified by Writing under their Hands, that ſuch Error or Omiſſion proceeded from Miſtake.

Bridges to be built.

X. And be it further enacted, That whenever the ſaid Canal, hereby authorized to be made, ſhall be carried acroſs the *Pill*, the ſaid Company of Proprietors ſhall, at their own Expence, conſtruct and erect a proper and convenient Drawbridge over the ſaid Canal, to communicate with the Warehouſe occupied by Meſſieurs *Harford*, *Partridge*, and Company, as Leſſees of Sir *Charles Morgan* Baronet, and in ſuch Situation as the ſaid Sir *Charles Morgan*, his Heirs or Aſſigns, ſhall point out; and that the ſaid Company of Proprietors ſhall alſo, at their own Expence, conſtruct and erect another proper and convenient Drawbridge over the ſaid Canal, to communicate with the Warehouſes belonging to *Charles Morgan* Eſquire, in ſuch Situation as the ſaid *Charles Morgan*, his Heirs or Aſſigns, ſhall point out, and that the ſaid Company of Proprietors ſhall alſo, at their own Expence, conſtruct and erect another proper and convenient Drawbridge over the ſaid Canal, to communicate with the Warehouſe belonging to *William Kemeys* Eſquire, adjoining to *Cinder Hill*, and in ſuch Situation as the ſaid *William Kemeys*, his Heirs or Aſſigns, ſhall point out; and that all the aforeſaid Drawbridges ſhall for ever afterwards be upheld and kept in Repair by and at the Expence of the ſaid Company.

XI. And

Authorizing Mr. *Morgan* to make a Bridge.

XI. And be it further enacted, That it ſhall and may be lawful to and for the ſaid *Charles Morgan*, his Executors, Adminiſtrators, and Aſſigns, at any Time or Times after the paſſing of this Act, at his or their own Expence, to make, complete, and maintain a Bridge communicating from the North Side of the Baſon to the Shipping Place on the South Side.

Empowering Mr. *Kemeys* to make a Collateral Cut to the *Caſtle* at *Newport*.

XII. And be it further enacted, That it ſhall and may be lawful to and for the ſaid *William Kemeys*, his Executors, Adminiſtrators, and Aſſigns, at any Time or Times after the paſſing of this Act, at his and their own Expence, to make, complete, and maintain a Collateral Cut and Rail Road from the Eaſt Side of that Part of the preſent Canal, which lies oppoſite to the Caſtle belonging to the ſaid *William Kemeys*, in the Town of *Newport* aforeſaid, to the aforeſaid Caſtle, and the Premiſes belonging to the ſaid *William Kemeys* thereto adjoining, of ſuch Width, Depth, and Extent, as the ſaid *William Kemeys*, his Executors, Adminiſtrators, and Aſſigns, ſhall think neceſſary; and that ſuch Collateral Cut ſhall be ſupplied with a proper and ſufficient Quantity of Water from the ſaid Canal.

Empowering the Marquis of *Worceſter* to make a Collateral Cut.

XIII. And be it further enacted, That it ſhall and may be lawful to and for the Right Honourable *Henry Charles Somerſet*, commonly called *Marquis of Worceſter*, his Executors, Adminiſtrators, and Aſſigns, at any Time or Times after the paſſing of this Act, at his and their own Expence, to make, complete, and maintain a Collateral Cut and Rail Road from the Eaſt Side of that Part of the preſent Canal, which lies oppoſite that Part of the Caſtle belonging to the ſaid Marquis of *Worceſter*, in the Town of *Newport* aforeſaid, to that Part of the Caſtle and the Premiſes belonging to the ſaid Marquis of *Worceſter* adjoining, of ſuch Width, Depth, and Extent, as the ſaid Marquis of *Worceſter*, his Executors, Adminiſtrators, and Aſſigns, ſhall think neceſſary; and that ſuch Collateral Cut ſhall be ſupplied with a proper and ſufficient Quantity of Water from the ſaid Canal.

Obliging the Company of Proprietors to make a Road from the End of *Lawrence Lane* to the *King's Head* Garden

XIV. And whereas a certain publick Road or Lane, called *Lawrence Lane*, in the Town of *Newport* aforeſaid, hath been rendered impaſſable for Travellers and Carriages, by Means of the Situation of the preſent Baſon of the Canal, and it is neceſſary for the Accommodation of the Inhabitants of the ſaid Town of *Newport*, and others, that another Road ſhould be made in lieu thereof; be it therefore further enacted, That the ſaid Company of Proprietors, or their Succeſſors, ſhall, within the Space of Three Calendar Months after the paſſing of this Act, at their own Expence, cauſe a good and convenient Road for Paſſengers and Carriages, and of ſufficient Breadth for Two Carriages to paſs and repaſs, to be ſet out and made from the Eaſt End of the preſent Lane, through the *King's Head* Garden, towards *Newport Bridge*, and ſhall cauſe the ſame to be put in good and ſubſtantial Order and Condition, doing as little Damage as may be.

Obliging the Company of Proprietors to build a Wall on the Inſide of the preſent Baſon.

XV. And be it further enacted, That the ſaid Company of Proprietors ſhall, and they are hereby required, at their own Expence, to erect and build a ſubſtantial Stone and Mortar Wall, Three Feet wide at the Bottom, and Two Feet at the Top, on the Inſide of the preſent Baſon,

from the Tunnel to the Extremity of the ſaid Baſon, on the South Side thereof.

Preſcribing the Form of Conveyance.

XVI. And whereas it is deſirable that ſome ſhort Form ſhould be preſcribed for the Conveyance of ſuch Lands to the ſaid Company of Proprietors as are now under Contract, and ſhall hereafter be contracted to be purchaſed by them, for the Purpoſes of this and of the ſaid recited Act, be it therefore further enacted, That all Lands, Tenements, and Hereditaments, which are or ſhall be ſet out or aſcertained, or are or ſhall be taken and purchaſed, or contracted to be taken and purchaſed by the ſaid Company of Proprietors, purſuant to any of the Directions, and for the Purpoſes of this or of the ſaid recited Act, ſhall and may be conveyed and aſſured by the Perſon or Perſons by this or the ſaid recited Act authorized and empowered to convey the ſame, or by the Perſon or Perſons already by Law enabled and competent ſo to do, unto the ſaid Company of Proprietors, by a Deed or Deeds in Writing in the following Form; (that is to ſay),

'KNOW all Men by theſe Preſents, That I *A. B.* of in Conſideration of the Sum of to me paid [*or*, in Conſideration of the Annual Rent of to be from henceforth yielded and paid to me by Two equal Half-yearly Payments] by the Company of Proprietors of the *Monmouthſhire* Canal Navigation, do hereby, in purſuance of [*or*, by force and virtue of the Powers in that Behalf contained in] an Act of Parliament, made in the Thirty-ſecond Year of the Reign of His Majeſty King *George* the Third, intituled, [*inſert the Title of the Act*], and an Act of Parliament, made in the Thirty-ſeventh Year of the Reign of His ſaid Majeſty, intituled, [*inſert the Title of the Act*], grant, bargain, ſell, releaſe, and convey, [*if Freehold, or*, bargain, ſell, and aſſign, *if Leaſehold*], unto the ſaid Company of Proprietors, all [*here inſert the proper Deſcription of the Lands or Hereditaments intended to be conveyed*], and all my Eſtate and Intereſt therein, to hold unto and to the Uſe of the ſaid Company of Proprietors and their Succeſſors for ever, [*or, if Leaſehold, or for any partial or qualified Eſtate or Intereſt, ſpecifying the Eſtate, Term, or Intereſt intended to be conveyed*], according to the true Intent and Meaning of the ſaid Acts of Parliament [*making the neceſſary Variations according to the Circumſtances of every particular Caſe*]. In Witneſs whereof I have hereunto ſet my Hand and Seal the Day of in the Year of our Lord

And that all Conveyances and Aſſurances to be made to any other Perſon or Perſons beſides the ſaid Company of Proprietors, for effecting and completing any Sale or Exchange of any Lands, Grounds, or Hereditaments, purſuant to and within the Intent and Meaning of this or the ſaid recited Act, ſhall and may be made by a Deed or Deeds in Writing, in ſuch and the like Form as is before preſcribed for Conveyances to the ſaid Company of Proprietors, or as near thereto as Circumſtances will permit; and that all ſuch Conveyances and Aſſurances to the ſaid Company, or to any other Perſon or Perſons as aforeſaid, ſhall be good, valid, and effectual in the Law, to all Intents and Purpoſes, and ſhall be a complete Bar of all Eſtates Tail, and other Eſtates, Rights, Titles, Truſts, and Intereſts whatſoever, in Poſſeſſion, Reverſion,

Reverſion, Remainder, or Expectancy, without any Bargain and Sale for a Year, Livery of Seiſin, or Inrolment, and without any Fine or Recovery of the Hereditaments to be therein reſpectively compriſed.

Company empowered to take certain Tolls for Conveyance of Merchandize upon any Rail Way or Waggon Road.

XVII. And be it further enacted, That, from and after the paſſing of this Act, it ſhall be lawful for the ſaid Company of Proprietors to demand and take, for the Conveyance of any Iron, Iron Stone, Iron Ore, Lead, Lead Ore, Coals, Culm, Lime, Lime Stone, or other Goods, Wares, Merchandizes, and Commodities, upon any Rail Way or Waggon Road, which ſhall be made by them upon the Application and Requeſt of any Perſon or Perſons, as in the ſaid recited Act is mentioned, ſuch Rates, Tolls, or Duties as ſhall be mutually fixed and agreed upon for that Purpoſe between the ſaid Company and the Perſon or Perſons applying for and requeſting to have any ſuch Rail Way or Waggon Road made by the ſaid Company as aforeſaid, ſo as the ſame do not exceed the Sum of One Shilling *per* Ton *per* Mile; any Thing in the ſaid recited Act contained to the contrary in anywiſe notwithſtanding.

Rates to be taken for Warehouſe Room the ſame as thoſe at *Stourport*.

XVIII. And be it further enacted, That the Charges for Warehouſe Room for any Goods, Wares, or Merchandizes, in any Warehouſe erected or to be erected upon any of the Canals or Rail Roads authorized to be made by this or the ſaid recited Act, belonging to the ſaid Company of Proprietors, or any Land Owner or Land Owners, or other Perſon or Perſons, ſhall always be regulated by the Charges made for the Warehouſe Room of the like Goods, Wares, or Merchandizes in the Warehouſes upon the *Staffordſhire* and *Worceſterſhire* Canal, at *Stourport*, in the County of *Worceſter*, and that no more ſhall be demanded or taken by the ſaid Company of Proprietors, or any other Perſon or Perſons, for ſuch Warehouſe Room as aforeſaid, than ſhall for the Time being be uſually paid or payable for the Warehouſe Room of the like Articles at *Stourport* aforeſaid.

Power to raiſe a certain Sum, and to apportion the ſame to the preſent exiſting Shares.

XIX. And, to the End that the ſaid Company of Proprietors may be enabled to complete their original Undertaking, as well as to make and maintain the ſaid Canal and other Works hereby authorized as aforeſaid, be it further enacted, That it ſhall be lawful for the ſaid Company of Proprietors, from and after the paſſing of this Act, to raiſe and contribute amongſt themſelves, in the Proportions and Manner herein-after mentioned, the Sum of Thirty-four thouſand ſix hundred Pounds, which with the ſaid Sums of One hundred and twenty thouſand Pounds and Sixty thouſand Pounds, already contributed and ſubſcribed, or agreed to be contributed as herein-before is mentioned, will make up the Sum of Two hundred and fourteen thouſand ſix hundred Pounds; and that every Proprietor who ſhall, at the Time of the paſſing of this Act, be poſſeſſed of or entitled to One or more whole Share or Shares in the ſaid Navigation and Undertaking, by virtue of his or her Contribution or Subſcription towards the ſaid Sums of One hundred and twenty thouſand Pounds and Sixty thouſand Pounds, ſhall contribute and pay, when called upon in the Manner herein-after mentioned, the Sum of Sixteen Pounds Thirteen Shillings and Four-pence, in reſpect of every whole Share which he or ſhe ſhall be ſo poſſeſſed of or entitled to, towards raiſing the ſaid Sum of Thirty-four thouſand ſix hundred Pounds; and that every Proprietor, who ſhall by virtue of ſuch Contribution of Sixteen Pounds

Pounds Thirteen Shilling and Four-pence, or his or her Liability thereto, and of his or her former Contributions or Subſcriptions, be poſſeſſed of or entitled to any fractional Part of a Share of One hundred Pounds in the ſaid Navigation and Undertaking, ſhall contribute and pay, when called upon as herein-after mentioned, ſuch further Sum of Money as will make up ſuch fractional Part a whole Share of One hundred Pounds, in order to complete the ſaid Sum of Thirty-four thouſand ſix hundred Pounds; and that, from and after the paſſing of this Act, the ſaid Sum of Two hundred and fourteen thouſand ſix hundred Pounds, ſo to be made up and contributed as aforeſaid, and alſo the ſaid Navigation and Undertaking, ſhall be conſidered as divided into Two thouſand one hundred and forty-ſix equal Parts or Shares, 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 all ſuch Shares ſhall be deemed Perſonal Eſtate, and be tranſmiſſible as ſuch; and that all and every Perſon and Perſons who have contributed and paid, and ſhall hereafter contribute and pay One or more Sum or Sums of One hundred Pounds each, or ſo much thereof as ſhall be demanded and called for, towards making and completing the ſaid Navigation, ſhall be entitled to One of the ſaid Two thouſand one hundred and forty-ſix Shares in the ſaid Navigation and Undertaking, in reſpect of every Sum of One hundred Pounds, or ſuch leſs Sum as ſhall be demanded in lieu thereof, which he, ſhe, or they have contributed and paid, and ſhall hereafter contribute and pay as aforeſaid; and that after the ſaid Navigation ſhall be completed, the net and clear Profits and Advantages which ſhall ariſe therefrom ſhall, from Time to Time, be divided amongſt the Proprietors or Owners of Shares in the ſaid Navigation and Undertaking, rateably and proportionably according to the Number of Shares which they ſhall reſpectively have or be entitled to therein: Provided always, that no Diſtribution ſhall be made of any Sum or Sums accruing from the Tolls, or of any Profit or Advantage ariſing from the ſaid Navigation, (Intereſt after the Rate of Five Pounds *per Centum per Annum* on the Sum or Sums paid in by the reſpective Proprietors excepted), until the Navigation ſhall have been completed into the *Pill*, or to within Ten Yards of the Extent of the *Friars Fields*, next adjoining to the Lands of *John Jones* Eſquire.

Directing fractional Parts of Shares to be ſold.

XX. Provided always, and be it further enacted, That if any Perſon or Perſons poſſeſſed of or entitled to any fractional Part of a Share of One hundred Pounds in the ſaid Navigation and Undertaking as aforeſaid, ſhall be unwilling to contribute and pay ſuch further Sum as will make up the ſame a whole Share, as herein-before directed, and ſhall thereof give Notice, in Writing under his, her, or their Hand or Hands, to the Committee of the ſaid Company for the Time being, within Two Calendar Months after the paſſing of this Act, being made publick by Advertiſements in One of the *Glouceſter* and One of the *Briſtol* Newſpapers, then and in ſuch Caſe the Perſon or Perſons giving ſuch Notice ſhall not be obliged to make up ſuch fractional Part a whole Share, but ſuch Perſon or Perſons ſhall be obliged to ſell ſuch fractional Part to the ſaid Company at Par; and from and after the Purchaſe of any of ſuch fractional Part or Parts by the ſaid Company from any individual Proprietor or Proprietors as aforeſaid, it ſhall be lawful for the Committee of the ſaid Company for the Time being to ſell the ſame, for the

the Benefit of the Company, to any other Perſon or Perſons by publick Auction, ſubject to the Condition of his, her, or their making up the ſame a whole Share or whole Shares, or otherwiſe to ſink ſuch fractional Part or Parts, or any of them, and thereby reduce the Number of Shares in the ſaid Navigation and Undertaking, for the Benefit of the ſaid Company, as ſhall be thought moſt advantageous.

Money authorized to be raiſed for extending the Canal, *etc.* not to be appropriated to any other Uſe.

XXI. And be it further enacted, That the Sums of Twelve thouſand Pounds and Seven thouſand Pounds, Part of the Money hereby authorized to be raiſed (being the eſtimated Expence of making the Rail Roads to *Nanty-Glo* Works and to the Collieries reſpectively), and alſo the Sum of Five thouſand Pounds, other Part of the Money hereby authorized to be raiſed, for the Purpoſe of extending the ſaid Canal, ſhall not be appropriated to any other Uſe than thoſe reſpective Purpoſes, unleſs it ſhall be ſo ordered by an Half-yearly General Aſſembly or Special General Aſſembly (with previous Notice given of the Buſineſs) at which ſhall be preſent ſo many Proprietors as ſhall be entitled to vote, either by Principals or Proxies, for or in reſpect of Two Thirds of the Number of Shares in the ſaid Navigation for which Votes may be given for the Time being.

Committee empowered to make Calls.

XXII. And be it further enacted, That the Committee of the ſaid Company for the Time being ſhall have full Power and Authority, from Time to Time, after the Expiration of One Month from the paſſing of this Act, to make ſuch Call or Calls for Money from the ſeveral Perſons who ſhall, in purſuance of this Act, be liable to contribute towards the ſaid Sum of Thirty-four thouſand ſix hundred Pounds, as the ſaid Committee ſhall find wanting and neceſſary for carrying on the ſaid Navigation and Undertaking, ſo that no One ſuch Call ſhall exceed the Sum of Ten Pounds *per Centum* upon the Sums which ſuch Perſons ſhall reſpectively be liable to contribute and pay towards the ſaid Sum of Thirty-four thouſand ſix hundred Pounds, and ſo that ſuch Calls ſhall be made at the Diſtance of One Calendar Month at leaſt from each other; and that the Money ſo to be called for as aforeſaid ſhall be paid into the Hands of the Treaſurer of the ſaid Company, at ſuch Time and Place as ſhall be appointed for that Purpoſe by the Committee making ſuch Call, of which ſuch Notice ſhall be given as by the ſaid recited Act is required to be given of the Calls for Money made in purſuance of that Act.

Company empowered to raiſe a further Sum.

XXIII. And be it further enacted, That if the ſaid Sum of Thirty-four thouſand ſix hundred Pounds, herein-before authorized to be raiſed, ſhall be found inſufficient for completing the ſaid Navigation and Undertaking, then it ſhall be lawful for the ſaid Company of Proprietors, after an Order or Reſolution for that Purpoſe ſhall be made at any General or Special Meeting or Aſſembly of the ſaid Company, to raiſe and contribute among themſelves, in the Proportions herein-after mentioned, any further Sum or Sums of Money for the Purpoſes aforeſaid, not exceeding in the Whole the Sum of Ten thouſand ſeven hundred and Thirty Pounds, which Sum or Sums ſhall be contributed and paid by the Proprietors of Shares in the ſaid Navigation and Undertaking for the Time being, rateably and proportionably according to the Number of Shares which they ſhall reſpectively have or poſſeſs therein, and the ſame

ſhall be paid into the Hands of the Treaſurer of the ſaid Company at ſuch Time or Times and Place as ſhall be appointed for that Purpoſe by ſuch General or Special Meeting or Aſſembly, or by the Committee of the ſaid Company for the Time being, of which ſuch Notice ſhall be given as by the ſaid recited Act is required to be given of any Calls for Money made in purſuance thereof.

Company empowered to declare Shares forfeited on Non-payment of Calls.

XXIV. And whereas it is in and by the ſaid recited Act enacted, That if any Perſon or Perſons ſhould neglect or refuſe to pay his, her, or their proportionable Part or Share of the Money to be called for in purſuance of that Act, at the Time and Place appointed for that Purpoſe, it ſhould be lawful for the ſaid Company of Proprietors, in caſe they ſhould ſo think fit, to ſue for and recover the ſame in the Manner therein mentioned, and that the Perſon or Perſons ſo neglecting or refuſing to pay ſuch his, her, or their proportionable Part or Share as aforeſaid ſhould forfeit to the ſaid Company of Proprietors the Sum of Five Pounds for every Share which he, ſhe, or they ſhould have or poſſeſs in the ſaid Undertaking, and that in caſe any ſuch Perſon or Perſons ſhould neglect or refuſe to pay his, her, or their proportionable Part or Share of the Money ſo to be called for as aforeſaid, for the Space of Three Calendar Months after the Time appointed for the Payment thereof, and the ſame ſhould not have been ſued for by the ſaid Company as aforeſaid, or if ſued for ſhould not have been recovered by them, then and in ſuch Caſe the Perſon or Perſons ſo neglecting or refuſing ſhould abſolutely forfeit all his, her, or their Share, Part, and Intereſt in the ſaid Undertaking, and all Profit and Advantage thereof, and all Money theretofore advanced by him, her, or them, on Account thereof, to and for the Uſe and Benefit of the other Proprietors of the ſaid Undertaking, but that no Advantage ſhould be taken of ſuch Forfeiture of any Share or Shares in the ſaid Navigation and Undertaking, unleſs the ſame ſhould be declared to be forfeited at the Firſt General Aſſembly of the ſaid Company of Proprietors, which ſhould be held next after ſuch Forfeiture ſhould happen: And whereas ſeveral Perſons have neglected to pay ſeveral Sums of Money, which they have been called upon to pay in purſuance of the ſaid recited Act, for the Space of Three Calendar Months after the Time appointed for the Payment thereof, but in as much as a General Aſſembly of the ſaid Company hath ſince been held, without having declared the Shares and Intereſts of ſuch Perſons in the ſaid Undertaking forfeited, purſuant to the ſaid Act, no Advantage can now be taken of the Forfeiture, and the ſaid Company of Proprietors have now no Means of compelling Payment of the Sums in Arrear, but by bringing Actions for the ſame, which may be attended with Delay and Inconvenience; be it therefore further enacted, That if any Sum or Sums of Money already called for in purſuance of the ſaid recited Act, and now remaining unpaid, ſhall not be duly paid to the Treaſurer of the ſaid Company for the Time being, within One Calendar Month after Notice in Writing, ſigned by the Treaſurer or principal Clerk of the ſaid Company, ſhall have been given to the Perſon or Perſons liable, or who ought to pay ſuch Sum or Sums of Money, or left at his, her, or their uſual or laſt known Place or Places of Abode, requiring him, her, or them to pay the ſame, and informing him, her, or them that his, her, or their Share or Shares in the ſaid Navigation and Undertaking, in reſpect of which ſuch Sum or Sums of Money ſhall be payable, will be ſold in Default of

Payment thereof, then and in ſuch Caſe it ſhall be lawful for any General or Special Meeting or Aſſembly of the ſaid Company, to be held after the Expiration of the ſaid One Calendar Month, to order the Share or Shares of the Perſon or Perſons neglecting or refuſing to pay ſuch Sum or Sums of Money as aforeſaid, in reſpect of which ſuch Sum or Sums ſhall be payable, to be forthwith ſold by the Committee of the ſaid Company, in the Manner herein-after mentioned.

Power to ſue for Calls.

XXV. And be it further enacted, That if any Perſon or Perſons ſhall neglect or refuſe to pay his, her, or their proportionable Part or Share of the Money which ſhall hereafter be called for in purſuance of the ſaid recited Act, or of this preſent Act, at the Time and Place which ſhall be appointed for that Purpoſe, it ſhall be lawful for the ſaid Company of Proprietors, in caſe they ſhall ſo think fit, to ſue for and recover the ſame in any of His Majeſty's Courts of Record at *Weſtminſter*, by Action of Debt or on the Caſe, wherein no Eſſoin, Protection, or Wager of Law, or more than One Imparlance ſhall be allowed; and the Perſon or Perſons ſo neglecting or refuſing to pay ſuch his, her, or their proportionable Part or Share as aforeſaid, ſhall forfeit to the ſaid Company of Proprietors any Sum not exceeding Five Pounds, to be recovered in like Manner for every Share which he, ſhe, or they, ſhall have or poſſeſs in the ſaid Undertaking; and in caſe any ſuch Perſon or Perſons ſhall neglect or refuſe to pay his, her, or their proportionable Part or Share of the Money which ſhall hereafter be called for in purſuance of the ſaid recited Act, or of this preſent Act, for the Space of Three Calendar Months after the Time appointed for the Payment thereof as aforeſaid, and the ſame ſhall not have been ſued for by the ſaid Company, or if ſued for, ſhall not have been recovered by them, then and in ſuch Caſe it ſhall be lawful for any General or Special Meeting or Aſſembly of the ſaid Company, to be held after the Expiration of the ſaid Three Calendar Months, to order the Share or Shares of the Perſon or Perſons ſo neglecting or refuſing, in reſpect of which any Money ſhall be due and unpaid, to be forthwith ſold by the Committee of the ſaid Company in the Manner herein-after mentioned: Provided always, that ſuch Order of Sale ſhall not be made, unleſs Fourteen Days previous Notice in Writing, ſigned by the Treaſurer or Clerk of the ſaid Company for the Time being, ſhall have been given to the Proprietor or Proprietors of ſuch Share or Shares, or left at his, her, or their uſual or laſt known Place of Abode, informing him, her, or them, that an Order will be made for the Sale of ſuch Share or Shares, in caſe the Money due and in Arrear in reſpect thereof ſhall not be paid.

Obliging the Company of Proprietors to account for the Overplus Money received for Shares ſold.

XXVI. And be it further enacted, That all and every the Share and Shares in the ſaid Navigation and Undertaking, which ſhall be ordered to be ſold by virtue and in purſuance of the Two next preceding Clauſes, ſhall be ſold by publick Auction, at ſuch Time and Place as the General or Special Meeting or Aſſembly ordering ſuch Sale, or the Committee of the ſaid Company for the Time being, ſhall direct, of which One Month's previous Notice ſhall be given Three Times in ſome provincial Newſpaper or Newſpapers circulated in the ſaid County of *Monmouth*, and the like Notice in ſome *London* Newſpaper or Newſpapers, and ſuch Share or Shares ſhall be ſold, ſubject to the Payment of the Sum or Sums of Money which ſhall then have been called for and remain due in reſpect thereof,

thereof, as well as of all future Calls to be made in purſuance of this or of the ſaid recited Act; and from and after ſuch Sale, and the Payment of the Purchaſe Money, and of the Money which ſhall then have been called for and remain due in reſpect of the Share or Shares ſo to be ſold, into the Hands of the Treaſurer of the ſaid Company for the Time being, ſuch Share or Shares ſhall be veſted in the Purchaſer or Purchaſers thereof as fully and effectually, to all Intents and Purpoſes, as if he, ſhe, or they had purchaſed the ſame, and taken an Aſſignment thereof from the former Proprietor or Proprietors; and the Treaſurer of the ſaid Company ſhall, from Time to Time, within One Month after any ſuch Sale or Sales as aforeſaid, account for and pay over all the clear Monies which ſhall ariſe from ſuch Sale or Sales, after deducting what ſhall be due to the ſaid Company, and alſo all Coſts, Charges, and Expences, attending or incidental to ſuch Sale or Sales, unto the former Proprietor or Proprietors of the Share or Shares which ſhall have been ſo ſold.

Additional Shares entitled to vote.

XXVII. And be it further enacted, That the additional Shares which will be created by or in purſuance of this Act, in the ſaid Navigation and Undertaking, ſhall entitle the Proprietors thereof to ſuch and the like Right of voting at General and Special Meetings or Aſſemblies of the ſaid Company, and upon Committees, and ſhall and may be ſold and transferred in ſuch and the ſame Manner, as the Shares created by or in purſuance of the ſaid recited Act; and that the ſeveral other Clauſes, Proviſoes, Regulations, Reſtrictions, Privileges, and Forfeitures, in and by the ſaid recited Act contained, expreſſed, and declared, of and concerning the Shares created by or in purſuance of that Act, ſhall, from and after the paſſing of this Act, ſo far as the Nature and Circumſtances of the Caſe will admit, and ſo far as the ſame are not hereby repealed, altered, re-enacted, or otherwiſe provided for, extend to and attach upon, and ſhall take effect and be put in Execution, applied, and enforced with reſpect to the ſaid additional Shares which will be created in purſuance of this Act, in the ſame Manner, and as fully and effectually as if the ſame Clauſes, Proviſoes, Regulations, Reſtrictions, Privileges, and Forfeitures, had been inſerted, repeated, and enacted at Length in and by this preſent Act, or as if ſuch additional Shares had been Part of the original Shares created by the ſaid recited Act.

No Transfer to be made till Calls are paid.

XXVIII. Provided always, and be it further enacted, That no Perſon from whom any Money is now due on Account of any Call or Calls heretofore made as aforeſaid, ſhall ſell or transfer any Share or Shares which he or ſhe may have in the ſaid Navigation and Undertaking, until the Money now due from him or her, in reſpect of ſuch Share or Shares, ſhall be paid, and that after any future Call or Calls of Money ſhall be made as aforeſaid, no Perſon ſhall ſell or transfer any Share or Shares which he or ſhe may then poſſeſs in the ſaid Navigation and Undertaking, until his or her proportionable Part or Share of ſuch future Call or Calls ſhall be paid in reſpect of the Share or Shares which he or ſhe may deſire to ſell; and that if any Perſon or Perſons ſhall ſell or transfer any Share or Shares in the ſaid Navigation and Undertaking, without firſt paying the Money due in reſpect thereof, in conſequence of any ſuch Call or Calls made or to be made as aforeſaid, then and in ſuch Caſe the Share or Shares ſo to be ſold or transferred, and all Profit and Advantage thereof, and all Money theretofore advanced on Account of the ſame,

ſame, ſhall be wholly and abſolutely forfeited, to and for the Uſe and Benefit of the ſaid Company of Proprietors, and ſhall and may be ſold or ſunk for their Benefit, as ſhall be determined upon at any General or Special Meeting or Aſſembly of the ſaid Company, but no Advantage ſhall be taken of any ſuch Forfeiture as laſt mentioned, until the ſame ſhall be declared to have taken place by ſome General or Special Meeting or Aſſembly of the ſaid Company, nor ſhall any Advantage be taken of any ſuch Forfeiture, in caſe the Money due in reſpect of the Share or Shares ſo forfeited ſhall be paid before the Forfeiture ſhall be declared to have taken place in Manner aforeſaid.

Directing that Coals or Culm carried on the Canal and along the River *Severn* to the Eaſtward of the Iſlands, called *The Holmes*, ſhall not be ſubject to the Duties payable upon Coals or Culm carried by Sea.

XXIX. And whereas, by an Act, paſſed in the Twenty-ſeventh Year of His Majeſty's Reign, intituled, *An Act for repealing the ſeveral Duties of Cuſtoms and Exciſe, and granting other Duties in lieu thereof, and for applying the ſaid Duties, together with the other Duties compoſing the Publick Revenue; for permitting the Importation of certain Goods, Wares, and Merchandize, the Produce or Manufacture of the* European *Dominions of the* French *King, into this Kingdom; and for applying certain unclaimed Monies, remaining in the Exchequer for the Payment of Annuities on Lives, to the Reduction of the National Debt*, and by the Schedule marked (A.) annexed to the ſaid Act, certain Duties of Cuſtoms are impoſed on Coals and Culm brought Coaſtwiſe from Port to Port in *Great Britain*, except into the Port of *London*, and except that Coals and Culm carried from the Bridge of *Stirling*, which is on the *Frith* of *Forth*, to the Town of *Dunbar* or to *Redhead*, or to any Part betwixt them, or from *Ellen Foot* to *Bank End*, in the County of *Cumberland*, or from any Creek or Place to any other Creek or Place between *Ellen Foot* and *Bank End* aforeſaid, are not by Reaſon of ſuch Carriage liable to any Duty of Cuſtoms: And whereas, by an Act paſſed in the ſame Year, intituled, *An Act for making further Proviſions in regard to ſuch Veſſels as are particularly deſcribed in an Act, made in the Twenty-fourth Year of the Reign of His preſent Majeſty, for the more effectual Prevention of Smuggling in this Kingdom, and for extending the ſaid Act to other Veſſels and Boats not particularly deſcribed therein; for taking off the Duties on Flaſks, in which Wine or Oil is imported; for laying an additional Duty on Foreign Geneva imported; for taking off the Duty on Ebony, the Growth of* Africa, *imported into this Kingdom; and for amending ſeveral Laws relative to the Revenue of Cuſtoms*; after reciting that by the ſaid former Act, made and paſſed in the then Seſſion of Parliament, Duties of Cuſtoms were impoſed on Coals, Culm, and Cinders, brought Coaſtwiſe within the Kingdom of *Great Britain*; and that Doubts might ariſe concerning the true Intent and Meaning of the Words therein mentioned, it was enacted, that the ſeveral and reſpective Duties of Cuſtoms impoſed on Coals, Culm, and Cinders, brought Coaſtwiſe, within *Great Britain*, ſhould be charged and paid upon all Coals, Culm, and Cinders reſpectively, which ſhould be ſhipped or waterborne in order to be ſhipped or laid on board any Ship or Veſſel to be carried by Sea, and which ſhould be carried by Sea in any Ship or Veſſel from any Port or Place within the Kingdom of *Great Britain*, and which ſhould be brought or landed in any other Port or Place within the ſaid Kingdom of *Great Britain*, ſave and except in ſuch Caſes where ſpecial Proviſion is particularly and expreſsly made to the contrary in the ſaid recited Act, or in the Schedule or Tables annexed thereto: And whereas the Proprietors of the ſaid Canal have expended very large

Sums of Money in making and completing the ſaid Canal, and it is apprehended that if the ſaid Duties of Cuſtoms ſo impoſed as aforeſaid, ſhall be levied upon Coals and Culm carried upon the ſaid Canal, for the Purpoſe of being afterwards carried to different Ports or Places on the River *Severn*, to the Eaſtward of the Iſlands called *The Holmes*, the ſame would be a Diſcouragement to the Carriage of ſuch Articles, and the Proprietors of the ſaid Canal will loſe the Benefit which they would otherwiſe derive from ſuch Carriage; be it therefore further enacted, That no Coals or Culm, which ſhall be carried on the ſaid Canal, and afterwards carried or conveyed from any Port or Place to the Eaſtward of the ſaid Iſlands called *The Holmes*, to any other Port or Place in or upon the River *Severn*, alſo to the Eaſtward of the ſaid Iſlands called *The Holmes*, without paſſing to the Weſtward of the ſaid Iſlands, ſhall, after the paſſing of this Act, be ſubject or liable to the Payment of the Duties payable in reſpect of Coals or Culm carried by Sea: Provided always nevertheleſs, that no ſuch Coals or Culm ſhall be ſo carried as aforeſaid, from any Port or Place in or upon the ſaid River, to any other Port or Place in or upon the ſame River, free of ſuch Duties of Cuſtoms as aforeſaid, unleſs ſuch Entries thereof ſhall be firſt made, and ſuch Documents procured, as are by Law required in the Caſe of Coal and Culm carried Coaſtwiſe.

Expences of obtaining the Act, how to be paid.

XXX. And be it further enacted, That the Coſts, Charges, and Expences, attending or incidental to the obtaining and paſſing of this Act, ſhall be paid out of the Monies now in the Hands of the Treaſurer of the ſaid Company of Proprietors, or out of the Firſt Monies which ſhall be received by him by virtue of this or of the ſaid recited Act.

Publick Act.

XXXI. And be it further enacted, That this Act ſhall be deemed and taken to be a Publick Act; and ſhall be judicially taken Notice of as ſuch, by all Judges, Juſtices, and other Perſons whomſoever, without ſpecially pleading the ſame.

FINIS.