ANNO TRICESIMO NONO

GEORGII III. REGIS.

CAP. LXXXIX.

An Act for regulating the Manner in which the United Company of Merchants of *England* trading to the *Eaſt Indies*, ſhall hire and take up Ships for their regular Service. [12th *July* 1799.]

Preamble.

WHEREAS it is expedient that the Manner in which the Ships hired and taken up for the Service of the United Company of Merchants of *England* trading to the *Eaſt Indies*, ſhould be regulated as herein-after mentioned; be it therefore 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, from and after the paſſing of this Act, the ſaid United Company, or their Court of Directors, ſhall employ in their regular Service no Ships but ſuch as ſhall be contracted for to ſerve the ſaid Company, as they ſhall have Occaſion to employ them in Trade and Warfare, or any other Service, for Six Voyages to and from *India* or *China*, or elſewhere within the Limits of the ſaid United Company's excluſive Trade; and that, from Time to Time, whenever the ſaid United Company ſhall have Occaſion to cauſe any Ship or Ships to be built for their Service, the Court of Directors of the ſaid United Company ſhall give Notice thereof by publick Advertiſement, and therein ſtate the Burthen of the Ship or Ships wanted, the Dimenſions or Scantlings of Timbers and Planks, Number of Guns, Manner of building, providing, furniſhing, and ſtoring ſuch Ships, the Time to be allowed for building, (which ſhall be as long as reaſonably may

The *Eaſt India* Company ſhall employ in their Service no Ships but ſuch as ſhall be contracted for, for Six Voyages, and ſhall advertiſe for Propoſals, and accept the loweſt Terms.

may be), and other Particulars neceſſary to enable Perſons to judge of the Expence thereof, and the proper Rate of Freight for ſuch Ships reſpectively, or ſhall refer to and give Information of all ſuch Particulars by their proper Officer; and the ſaid Advertiſement ſhall fix a Time (not leſs than Four Weeks from the Publication thereof) for receiving Propoſals in Writing, ſealed up, for building and freighting the ſame to the Company, ſuch Propoſals to ſpecify the loweſt Rates of Freight, or, if the Company ſhall require it, of Freight and Demorage in Time of Peace, required for ſuch Ships for Six Voyages to and from *India* or *China*, or elſewhere within the Limits of the Company's excluſive Trade, to be employed in Trade and in Warfare, or otherwiſe, as ſhall be thought proper by the Company, if the ſaid Ships reſpectively ſhall ſo long be fit for the Company's Service; and that all the Tenders or Propoſals which ſhall be made in purſuance of ſuch Notices, ſhall be put into a Box locked and ſealed, which ſhall not be opened, except publickly in a Court of Directors, and the Contents of ſuch Propoſals reſpectively ſhall be entered in a Book, and the Propoſals offering the loweſt Peace Freight, or Peace Freight and Demorage, as the Caſe may be, ſhall be accepted, without Favour or Partiality; and in caſe more Ships than ſhall be wanted ſhall be tendered to be built at the ſame low Freight, then the Court of Directors ſhall determine which of the ſaid Propoſal or Propoſals ſhall be accepted.

The Court of Directors may make Agreements with the Ship Owners for aſcertaining additional Charges in Time of War, or Preparation for it.

II. And be it further enacted, That over and beſides the Peace Freight and Demorage herein-before mentioned, the Court of Directors ſhall be at Liberty to make ſuch Agreements with the Owners of the ſaid Ships, either from Voyage to Voyage, or for the whole Term of the ſaid Ships being engaged in the ſaid Company's Service, for the aſcertaining and Payment of the additional Charges ariſing to the ſaid Owners in Time of War and Hoſtilities, or Preparations for War and Hoſtilities, as the ſaid Court of Directors ſhall think right and juſt.

The Directors may enter into Agreements at permanent Rates of Freight and Demorage for Times of Peace, and additional Rates during the preſent War.

III. Provided always, and be it further enacted, That it ſhall be lawful for the ſaid Court of Directors, if they ſhall ſee fit, to advertiſe for and receive Propoſals, and enter into Agreements, for Ships to be built for the Service of the ſaid Company for Six Voyages, at permanent Rates of Freight and Demorage for Time of Peace, and alſo at eſtabliſhed Rates of additional Freight and Demorage to be paid during the preſent War, and that in that Caſe they ſhall be at Liberty, and are hereby required to accept ſuch Propoſals as, both Circumſtances being conſidered, ſhall appear upon the Whole to be the loweſt and moſt for the Advantage of the ſaid United Company, without Favour or Partiality, and to enter into permanent Agreements accordingly; and in caſe Two or more Propoſals ſhall offer Terms equally advantageous, the ſaid Court of Directors ſhall determine which of them ſhall be accepted.

Act not to oblige the Directors to accept unreaſonable Propoſals, although the loweſt.

IV. Provided alſo, and be it further enacted, That nothing herein contained ſhall extend, or be conſtrued to extend, to oblige the ſaid Court of Directors to accept or enter into any Agreement, or any Propoſal or Propoſals which they, or the major Part of them, ſhall deem to be unreaſonable, although ſuch Propoſal or Propoſals may be the loweſt and the moſt advantageous which may be offered.

V. Provided

V. Provided alſo, and be it further enacted, That in caſe any regular Ship which, ſince the Twentieth Day of *March* One thouſand ſeven hundred and ninety-ſix, hath been engaged in the regular Service of the ſaid United Company, or which now is, or hereafter ſhall be, engaged in the ſaid Service for Six Voyages, hath been, or ſhall be, loſt or captured before the Completion of her Fifth Voyage, if upon a full Inveſtigation of the Circumſtances of ſuch Loſs by the ſaid Court of Directors, or ſome Committee thereof, the Commander and Owners of ſuch Ship ſhall be fully acquitted from all Imputation of Neglect or Miſconduct in reſpect of ſuch Loſs, in the Opinion of Eighteen Directors at leaſt at a Court ſpecially aſſembled for the Purpoſe of taking the ſaid Commander's and the Owners Conduct into Conſideration; and provided always, that ſuch Vote or Reſolution of the Court of Directors ſhall be reported to a General Court of Proprietors, and ſhall after ſuch Report be confirmed by way of Ballot by Three Parts in Four of the Proprietors aſſembled in General Court ſpecially convened for that Purpoſe, whereof Eight Days previous Notice of the Time and Purpoſe of ſuch Meeting ſhall be given in the *London Gazette*; and if ſuch Commander ſhall be then living, or if he ſhould have loſt his Life, or have been abſolutely diſabled from further Service on the Occaſion which produced the Loſs of the ſaid Ship, and the Chief Officer of the ſaid Ship ſhould have exerted himſelf honourably for her Defence and Safety, either in Fight or Diſtreſs at Sea, and ſhall be acquitted in Manner herein-before mentioned, from all Imputation of Neglect or Miſconduct in reſpect of ſuch Loſs, and ſuch Acquittal ſhall alſo be confirmed in Manner herein-before mentioned, then it ſhall and may be lawful for the Court of Directors to agree with the Owners of ſuch Ship ſo loſt to build another Ship for the Service of the ſaid Company, to be employed by them at the ſame Freight and Demorage, and upon the ſame Terms for and on which ſuch loſt Ship was originally taken up for the Number of Voyages which ſuch loſt Ship had not completed of the Number of Voyages originally contracted for, ſo as the Owners ſhall agree that, at the Expiration of the remaining Voyage or Voyages, ſuch new Ship ſhall continue in the Service of the ſaid United Company until ſhe ſhall have performed Six Voyages, which ſubſequent Voyages ſhall ſeverally be performed at the loweſt Rate of Freight and Demorage, either in Peace or War, which ſhall be payable in reſpect of the Ship of a ſimilar Deſcription as to the Equipment contracted for laſt, before the ſaid Ship ſhall proceed upon each of the ſaid ſubſequent Voyages: Provided always, That ſuch Ship ſo rebuilt ſhall be commanded in the firſt Inſtance by the Captain of the former Ship, if he be able to ſerve, and failing of him by the ſaid Chief Officer of the former Ship, if he be able to ſerve.

If a regular Ship be loſt or captured before the Completion of her Fifth Voyage, the Directors may agree with the Owners to build another upon certain Conditions.

VI. Provided alſo, and be it further enacted, That it ſhall and may be lawful for the Court of Directors of the ſaid United Company, or their Servants Abroad, in Caſes of unforeſeen Exigency, to hire Ships for any particular Service; and in Caſes of Ships ſo hired, publick Notice ſhall be given by Advertiſement of the Ships or Tonnage wanted, and the Service required, Fourteen Days at leaſt previous to the Time appointed for taking up the ſame; and the Propoſals to be made in purſuance of ſuch Advertiſements ſhall be put into a Box locked and ſealed, which ſhall not be opened, except publickly in a Court of Directors, or by the Governor and Council, where the Contract ſhall be made in any of the Company's

In Caſes of Exigency, Ships may be hired for any particular Service.

Company's Settlements in *India*, and then the loweſt Tender or Tenders ſhall be accepted, without Favour or Partiality, if it ſhall be deemed reaſonable, and if upon a due Examination and Survey the Ship or Ships tendered ſhall appear to be in all Reſpects fit for the Service required.

Act not to extend to Packets or Veſſels employed in the Marine Eſtabliſhment in *India*.

VII. Provided always, That nothing herein contained ſhall extend, or be conſtrued to extend, in any ways to relate to Ships or Veſſels hired or taken up or employed as Pacquets, or any of the Ships or Veſſels belonging to or employed in the Marine War Eſtabliſhment of the ſaid United Company in the *Eaſt Indies*; but it ſhall and may be lawful for the ſaid United Company, and their Court of Directors and Servants Abroad, to hire, take up, and employ Veſſels for thoſe Purpoſes only, in ſuch Manner as they ſhall ſee fit.

Bye Laws of the Company, not repugnant to this Act to remain in Force.

VIII. And be it further enacted, That all and every, and ſo much and ſuch Part of the Bye Laws, Rules, and Regulations of the ſaid United Company, and of their Court of Directors, now in force, and hereafter to be made, any way relating to the ſhipping Concerns of the ſaid Company, and to the Commanders and Officers in their Service, which are not, or ſhall not be inconſiſtent with or repugnant to the Proviſions hereby enacted, ſhall remain and be of the ſame Validity, Force, and Effect, and ſhall be obſerved in like Manner, to all Intents and Purpoſes, as the ſame Bye Laws, Rules, and Regulations, or ſuch Parts thereof as aforeſaid, would have been in force, and ought to have been obſerved if this Act had not been made; or to reſtrain the ſaid Company from repealing or making any Bye Laws, ſo as they ſhall not be inconſiſtent with the Proviſions herein contained; this Act or any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1799.