ANNO QUADRAGESIMO TERTIO

GEORGII III. REGIS.

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C A P. LXIII.

An Act to explain and amend an Act, passed in the Thirty-ninth Year of His present Majesty's Reign, intituled, *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*; to continue until the Twenty-fifth Day of *March* One thousand eight hundred and six. [24th *June* 1803.]

WHEREAS by an Act passed in the Thirty-ninth Year of His present Majesty's Reign, intituled, *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*; it is enacted, that from and after the passing of that Act, the said United Company, or their Court of Directors, should employ in their regular Service no Ships but such as should be contracted for to serve the said Company, as they should have Occasion to employ them in Trade or in Warfare, or any other Service, for Six Voyages to and from *India*, *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 should have Occasion to cause any Ship or Ships to be built for their Service, the Court of Directors should give 39 Geo. 3. c. 89.

Notice thereof by publick Advertiſement in Manner therein mentioned, and that the ſaid Advertiſement ſhould 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 ſhould require it, of Freight and Demurrage, 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 ſhould be thought proper by the Company, if the ſaid Ships reſpectively ſhould ſo long be fit for the Company's Service; and that all Tenders and Propoſals which ſhould be made in purſuance of ſuch Notices, ſhould be put into a Box locked and ſealed, which ſhould not be opened, except publickly in a Court of Directors, and that the Contents of ſuch Propoſals reſpectively ſhould be entered in a Book, and the Propoſals offering the loweſt Peace Freight, or Peace Freight and Demurrage, as the Caſe may be, ſhould be accepted without Favour or Partiality; and in caſe more Ships than ſhould be wanted ſhould be tendered to be built at the ſame low Freight, then that the Court of Directors ſhould determine which of the ſaid Propoſal or Propoſals ſhould be accepted; and by the ſaid Act it is provided, that in caſe any regular Ship, which, ſince the Twentieth Day of *March* One thouſand ſeven hundred and ninety-ſix, had been engaged in the regular Service of the ſaid Company, or which then was or thereafter ſhould be engaged in the ſaid Service for Six Voyages, had been or ſhould 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 ſhould be fully acquitted of 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 and Owners Conduct into Conſideration, and provided that ſuch Vote or Reſolution of the Court of Directors ſhould be reported to a General Court of Proprietors, and ſhould 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 ſhould be given in the *London Gazette*; and if ſuch Commander ſhould 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 Ship, and the Chief Officer of the ſaid Ship ſhould have exerted himſelf honourably for her Defence and Safety, either in Fight or in Diſtreſs at Sea, and ſhould be acquitted in Manner therein-before mentioned from all Imputation of Neglect or Miſconduct in reſpect of ſuch Loſs, and ſuch Acquittal alſo be confirmed in Manner therein-before mentioned, then that it ſhould 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 Demurrage, 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 ſhould agree that at the Expiration of the remaining Voyage or Voyages, ſuch new Ship ſhould continue in the Service

Service of the ſaid United Company until ſhe ſhould have performed Six Voyages, which ſubſequent Voyages ſhould ſeverally be performed at the loweſt Rate of Freight and Demurrage, either in Peace or War, which ſhould be payable in reſpect of the Ship of a ſimilar Deſcription as to the Equipment contracted for laſt, before the ſaid Ship ſhould proceed upon each of the ſaid ſubſequent Voyages; provided that ſuch Ship ſo rebuilt ſhould be commanded, in the Firſt Inſtance, by the Captain of the former Ship, if he ſhould be able to ſerve, and failing of him, by the ſaid Chief Officer of the former Ship, if he ſhould be able to ſerve: And whereas Caſes may occur in which Ships may be loſt, and all on board may unfortunately periſh, and the Occaſion of ſuch Loſs, and all the Circumſtances relating thereto, may remain wholly unknown and unaccounted for; and Doubts have ariſen whether, in ſuch Caſes, the Court of Directors may lawfully agree with the Owners of ſuch Ship to build another Ship for the Service of the ſaid United Company, inſtead of the Ship ſo loſt; and it is expedient that ſuch Doubts ſhould be removed; be it therefore enacted and declared 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 in all Caſes of the Loſs of any regular Ship as above deſcribed, 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, before the Completion of her Fifth Voyage, it was and is lawful to and for the ſaid Court of Directors to agree with the Owners of ſuch Ship ſo loſt to build another Ship for the Service of the ſaid Company, of the ſame Claſs, inſtead of the Ship ſo loſt, in ſuch Manner, and ſubject to ſuch Terms, as in the ſaid recited Act are mentioned: Provided always, that the Impoſſibility of inquiring ſatisfactorily into the Loſs of ſuch Ship, from all on board having periſhed, and the Occaſion and Circumſtances relating thereto being wholly unknown, ſhall be firſt decided on by Eighteen Directors at the leaſt at a Court ſpecially aſſembled for taking the ſame into Conſideration; and provided alſo, that ſuch Vote or Reſolution of the Court of Directors ſhall be reported to a General Court of Proprietors, and approved by Three Parts in Four of the Proprietors, in Manner and Form as directed by the ſaid recited Act.

In caſe of the Loſs of any Ship before the Completion of the Fifth Voyage, where the Circumſtances attending it cannot be known from all on board periſhing, the Directors declared enabled to agree with the Owners to rebuild it in Terms of the recited Act, &c.

II. And whereas it has been found that Ships may be repaired, and made fit to perform more than Six Voyages to and from the *Eaſt Indies* in the Service of the ſaid United Company, and it will tend to the Advantage of the ſaid Company, and to leſſen the Conſumption of Ship Timber, if the ſaid Company ſhall hire and take up Ships fit to ſerve them for ſuch additional Voyage or Voyages, beyond the Number for which they have been or may be originally contracted to ſerve the ſaid Company, as ſhall not, together with thoſe previouſly performed, exceed in the Whole Eight Voyages; be it therefore further enacted, That it ſhall and may be lawful to and for the Court of Directors of the ſaid United Company, on a publick Advertiſement with Four Weeks Notice, to receive Tenders for any Ship or Ships which have been or may be engaged in the Service of the ſaid United Company, and to hire and take up ſuch Ship or Ships for One or more Voyage or Voyages to and from the *Eaſt Indies*, in the Service of the ſaid Company, beyond and after

Directors empowered to hire and take up Ships for an additional Number of Voyages in Manner herein mentioned.

after the Performance of the Number of Voyages for which any ſuch Ship or Ships reſpectively have been or ſhall be contracted to ſerve the ſaid Company; provided that ſuch Ship or Ships ſhall be fit, or can be repaired and made fit, to ſerve the ſaid Company for ſuch additional Voyage or Voyages, and the loweſt Tender to be always accepted: Provided always, that the Freight to be paid for any ſuch Ship or Ships to be taken up for any additional Voyage or Voyages to be performed after the Expiration of the Number of Voyages for which ſuch Ship or Ships reſpectively ſhall have been contracted for to ſerve the ſaid Company, ſhall not exceed the Rate of Freight paid for ſuch Ships reſpectively, under their reſpective original Contracts, unleſs the Average Amount of the Freights to be paid for the Ships of a ſimilar Deſcription taken up to ſerve the ſaid Company for Six Voyages at leaſt, under the laſt Advertiſement, under which any Ship or Ships ſhall have been taken up to ſerve the ſaid Company for Six Voyages at leaſt immediately before the Receipt of the Tenders of Ships for an additional Voyage or additional Voyages, ſhall exceed ſuch Rate, in which Caſe the Freight to be paid for Ships to perform any additional Voyage or Voyages may be extended to the ſaid Average Amount of Freight, any Thing herein contained to the contrary notwithſtanding: Provided alſo, that in all Caſes of Ships taken up under the Authority of the ſaid recited Act or of this Act, all the Proviſions and Directions contained in the ſaid recited Act ſhall be adhered to, and performed in the ſame Manner as in the ſaid recited Act is mentioned and directed, ſo far as they ſhall be applicable to the Caſe.

Continuance of Act.

III. Provided always, and be it further enacted, That this Act ſhall continue in force until the Twenty-fifth Day of *March* One thouſand eight hundred and ſix, and may be altered, varied, or repealed, by any Act to be paſſed in this preſent Seſſion of Parliament.

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