

ANNO QUINQUAGESIMO OCTAVO

GEORGII III. REGIS.

CAP. LXXXIII.

An Act to amend and reduce into One Act the several Laws relating to the Manner in which the *East India* Company are required to hire Ships.

[5th *June* 1818.]

WHEREAS by an Act of Parliament passed in the Thirty-ninth Year of the Reign of His present Majesty, 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;* and by another Act of Parliament, passed in the Fiftieth Year of the Reign of His said present Majesty, intituled *An Act to amend Two Acts passed in the Thirty-ninth and Forty-third Years of the Reign of His present Majesty, for regulating the Manner in which the* East India *Company shall hire and take up Ships;* and by another Act of Parliament, passed in the Fifty-first Year of the Reign of His said present Majesty, intituled *An Act for making further Provision for the Payment of Salaries and other Charges in the Office of the Commissioners for the Affairs of* India; *and for enabling the* East India *Company to restore to the Service of the said Company Military Officers removed therefrom by Sentences of Court Martial; and to authorize the said Company, in Case of unforeseen Emergency, to take up Ships by private Contract;* various Provisions, regulating the Manner in which the said United Company shall hire and take up Ships for their Service, are now in force: And whereas it is expedient that the Laws relative to the Manner of hiring Ships for the said United

39 G.3. c.89.

50 G.3. c.86.

51 G.3. c.75.

Company's Service ſhould be amended, and reduced into One Act: And whereas the Fluctuation of Prices of Naval Stores, and of other Articles incident to the Equipment of Ships in Times immediately following the Termination of War, has been ſuch as to render the Calculations upon which the Contracts for Peace Freight have from Time to Time been made, greatly erroneous and inſufficient, and the Performance of ſuch Contracts has in conſequence thereof been found ſo injurious to the contracting Parties, that the Court of Directors of the ſaid United Company of Merchants of *England* trading to the *Eaſt Indies* have in Two Inſtances, *videlicet*, after the Termination of War in One thouſand eight hundred and two, and after the Termination of War in One thouſand eight hundred and fifteen, preſented Petitions to the Houſe of Commons, praying that Parliament would authorize and empower the ſaid Company to make Allowances to the Owners of ſeveral Ships hired by them under the Proviſions of the ſaid Acts, over and above the Prices to which the ſaid Owners were entitled by their Contracts; and Parliament has in the ſaid Inſtances complied with the Prayer of the ſaid Petitions: And whereas it is highly inexpedient that the Reviſion and Alteration of Contracts by Authority of Parliament, on whatever Plea or Pretext, ſhould grow into Precedent: 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 the Whole of the ſaid Acts made and paſſed in the Thirty-ninth and Fiftieth Years of the Reign of His ſaid preſent Majeſty, and ſo much of the ſaid Act made and paſſed in the Fifty-firſt Year of the Reign of His ſaid preſent Majeſty as relates to the hiring of Ships by the ſaid United Company, ſhall be and the ſame are hereby repealed: Provided always, that the Repeal of the ſaid Acts ſhall in nowiſe be conſtrued to affect any Contract or Agreement made or entered into under or in purſuance of any of the ſaid Acts, but all ſuch Contracts or Agreements ſhall be carried into Execution in the ſame Manner as if this Act had not been made and paſſed.

39 G. 3. c. 89. and 50 G. 3. c. 86. and ſo much of 51 G. 3. c. 75. as relates to the hiring of Ships, repealed.

Regulations for hiring Ships built for the Service of the Company.

II. And be it further enacted, That from and after the paſſing of this Act, the ſaid United Company or their Court of Directors ſhall not hire or take up on Freight, for the Service of the ſaid Company, any Ship or Ships other than ſuch as ſhall be contracted for or hired in Manner herein-after mentioned; that is to ſay, that from Time to Time whenever the ſaid United Company ſhall have occaſion to contract for the Hire of any Ship or Ships to be built for their Service, the Court of Directors of the ſaid United Company ſhall give Notice thereof by public 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 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 printed Terms and Conditions to be delivered 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 ſaid Company, ſuch Propoſals to ſpecify the loweſt Rates of Freight for

each and every Voyage in Time of Peace required for ſuch Ships, for ſuch Number of Voyages, not leſs than Six, as the ſaid Court of Directors ſhall ſee fit from Time to Time to fix, to and from *India* or *China*, or elſewhere within the Limits of the Charter of the ſaid United Company, to be employed in Trade and in Warfare or otherwiſe, as ſhall be thought proper by the ſaid 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 publicly 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 ſhall be accepted without Favour or Partiality, ſubject to the ſeveral Proviſions in this Act contained; and in caſe more Ships than ſhall be wanted at the Time of conſidering ſuch Propoſals, ſhall be tendered to be built at the ſame low Freight, then the Court of Directors ſhall determine by Lot which of the ſaid Propoſals ſhall be accepted, and the ſame ſhall be accepted accordingly, ſubject to the ſeveral Proviſions in this Act contained.

Court of Directors may again engage Ships for a limited Number of Voyages after the Expiration of their Contracts.

III. And whereas it may happen that Ships which may have been built for the Service of the ſaid United Company, and which have performed or completed, or hereafter may perform or complete, the Number of Voyages for which they have been or hereafter may be contracted to ſerve the ſaid Company, may be in ſound and proper Condition to perform a further Voyage or further Voyages in the Service of the ſaid United Company; be it therefore further enacted, That it ſhall and may be lawful to and for the Court of Directors of the ſaid United Company, if they ſhall ſee fit, in the Manner and according to the Proviſions herein contained, as to hiring Ships to be built for the Service of the ſaid Company, to adverti ſe for Propoſals for any ſuch Ships which have performed and completed, or hereafter ſhall have performed and completed the Contracts by which they were built for the ſaid United Company, again to be tendered for the Service of the ſaid United Company; and that it ſhall and may be lawful to and for the ſaid Court of Directors again to hire and take up any ſuch Ship or Ships ſo tendered for the Service of the ſaid United Company, for an additional Voyage, or for ſuch Number of additional Voyages to and from *India* or *China* or elſewhere within the Limits of the Charter of the ſaid United Company, as the ſaid Court of Directors ſhall ſee fit, beyond and after the Performance of the Voyages for which any ſuch Ship or Ships reſpectively have been or ſhall be engaged by any prior Contract or Contracts to ſerve the ſaid Company; provided that all ſuch Ships ſhall be fit or ſhall be capable of being repaired and made fit to ſerve the ſaid Company for ſuch additional Voyage or Voyages: Provided always, that the Peace Freight and additional Allowance to be paid for any ſuch Ship or Ships to be taken up for any additional Voyage or Voyages ſhall not exceed the Rate of Peace Freight paid for ſuch Ships reſpectively under the laſt Contracts reſpectively by which they have been engaged in the Service of the ſaid United Company, together with ſuch additional Allowance as ſhe might eventually be entitled to under this Act, in reſpect of any Voyage for which ſhe might be afloat to proceed upon in Time of Peace.

IV. And

Beſides the Peace Freight an Allowance may be made in reſpect of Charges ariſing to Owners in Time of War.

IV. And be it further enacted, That over and beſides the Peace Freight for Ships built or to be built and hired or to be hired for the Service of the ſaid United Company, the Court of Directors of the ſaid Company ſhall be at Liberty to make ſuch Allowances to the Owners of the ſaid Ships, from Voyage to Voyage, in reſpect of the additional Charges, if any, ariſing to the ſaid Owners in Time of War or Hoſtilities, or of Preparations for War or Hoſtilities, as the ſaid Court of Directors ſhall think right and juſt.

Tables of the average current Prices of building and outfit for Ships, and of the probable Expence for ſeveral Voyages for which any Ship ſhall have contracted, which Tables ſhall be hung up in the India Houſe.

V. And be it further enacted, That the Court of Directors of the ſaid United Company ſhall and they are hereby required to cauſe to be prepared, once in every Year, by the Maſter Attendant or other proper Officer or Officers of the ſaid United Company, Tables of the average current Prices for the Time being of the Articles of building and outfit for Ships to be engaged in the Service of the ſaid United Company, and Tables of the probable total Coſt and Expence of ſuch Building and Outfit for the ſeveral Voyages for which any Ship or Ships ſhall have been contracted for or hired, diſtinguiſhing the probable Expence of each Voyage of Ships of the different Sizes actually engaged or which may be engaged in the Service of the ſaid Company; which Tables, when ſigned by the Maſter Attendant or other proper Officer or Officers of the ſaid United Company, and when approved and allowed by their Court of Directors, ſhall be fairly tranſcribed and ſigned by the Secretary or Aſſiſtant Secretary of the ſaid Company, by Order of the ſaid Court of Directors, and ſhall be left or hung up in ſome public Office in the *Eaſt India Houſe*, for the Peruſal and Inſpection, at ſeaſonable Times and in a reaſonable Manner, of all Perſons whom it may concern, with Liberty for them, at ſuch Times and in ſuch Manner as aforeſaid, to make and take Copies and Extracts thereof; and the firſt of ſuch Tables or Sets of Tables ſhall be made and completed within Four Months next after the paſſing of this Act, and afterwards ſuch Tables or ſuch Sets of Tables ſhall from Time to Time be made and completed between the Firſt Day of *June* and the Firſt Day of *October* in every Year.

After Concluſion of War, Ships coming afloat to proceed on Voyage ſhall have Tables of current Prices of Outfit.

VI. And be it further enacted, That from and after the Concluſion of any War or Hoſtilities which may hereafter take place, when any Ship which now is or hereafter ſhall be in the Service of the ſaid United Company, under or by virtue of any Contract made or entered into ſince the Twentieth Day of *November* One thouſand eight hundred and fifteen, or hereafter to be made or entered into, ſhall come afloat, to proceed upon any Voyage in Execution of any ſuch Contract in Time of Peace, then the Court of Directors ſhall cauſe, as to all Ships now in the Service of the ſaid United Company, the Tables or Sets of Tables firſt to be completed, approved, and allowed after the paſſing of this Act, as hereinbefore mentioned; and as to all Ships which ſhall hereafter be contracted for in Time of Peace, the Tables or Sets of Tables which ſhall have been completed, approved, and allowed next immediately before ſuch Ships ſhall have been reſpectively contracted for; and as to all Ships which hereafter ſhall be contracted for in Time of War or Hoſtilities, or of Preparations for War or Hoſtilities, the Tables or Sets of Tables which ſhall have been completed, approved, and allowed next immediately before the Commencement of ſuch War or Hoſtilities, or of ſuch Preparations for

War or Hoſtilities, to be compared with the Tables or Sets of Tables which ſhall have been completed, approved, and allowed next before ſuch Ships ſhall come afloat in Time of Peace to proceed on ſuch Voyage; and if it ſhall appear on ſuch Compariſon that the probable Coſt of the Outfit of ſuch Ship for the Voyage on which ſuch Ship ſhall be about to proceed, ſhall exceed the Amount eſtimated by the Tables or Sets of Tables with which ſuch Compariſon ſhall be made, as the probable Coſt of Outfit of a Ship of the ſame or as nearly as may be of the ſame Size for a ſimilar Voyage, by One Tenth Part of ſuch laſt-mentioned Amount, then the Owners of ſuch Ship ſhall be entitled for that Voyage to an additional Allowance, at a Rate which, calculated upon the chartered Tonnage of ſuch Ship, ſhall be equal to ſuch probable Exceſs, to be determined finally and concluſively by Order of the ſaid Court of Directors: Provided always, that the Owner or Owners of ſuch Ship ſhall have entered into an Agreement with the ſaid Court of Directors, that if upon ſuch Compariſon as aforeſaid the probable Coſt of the Outfit of ſuch Ship for ſuch Voyage as aforeſaid ſhall be found to fall below the Amount eſtimated by the Tables or Sets of Tables aforeſaid by One Tenth Part of ſuch laſt-mentioned Amount as aforeſaid, then the ſaid Court of Directors ſhall be at liberty to make an Abatement from the Freight to which ſuch Ship would be entitled under its Contract, at a Rate which, calculated upon the chartered Tonnage of ſuch Ship, ſhall be equal to ſuch probable Diminution of Coſt of Outfit; the ſaid Abatement to be in like manner determined finally and concluſively by the ſaid Court of Directors: Provided always, that the Owners of the ſeveral Ships which are already in the Service of the ſaid United Company under Contracts made ſince the Twentieth Day of *November* One thouſand eight hundred and fifteen, ſhall not be entitled to any ſuch additional Allowance, nor ſubject to any ſuch Abatement, until after a War or Hoſtilities ſhall have taken place and have been concluded: Provided alſo, that the Owners of Ships hereafter to be contracted for in Time of Peace to enter into the Service of the ſaid United Company ſhall not be entitled to any ſuch Allowance, nor ſubject to any ſuch Abatement, in reſpect of any Voyage to be performed during the Continuance of the Peace in which the ſeveral Contracts for ſuch Ships ſhall have been entered into: Provided alſo, that ſuch Owners of Ships hereafter to be contracted for in Time of War or Hoſtilities to enter into the Service of the ſaid United Company, as ſhall have entered into ſuch Agreement as before mentioned, ſhall be entitled to a Compariſon of the Coſts of their Outfits reſpectively, and to any eventual additional Allowance which may become due to them thereupon in reſpect of every Voyage which the ſaid Ships ſhall reſpectively come afloat to proceed upon in Time of Peace: Provided always, that no additional Allowance ſhall be payable in Time of Peace to the Owners of any Ship, under or by virtue of this Act, for any Voyage in reſpect of which the Owners of ſuch Ship ſhall be entitled, under or by virtue of this or any former Act, to any Payment in reſpect of any additional Charges ariſing in Time of War or Hoſtilities, or of Preparations for War or Hoſtilities: Provided alſo, that any Time when Owners of Ships ſhall not be ſo entitled to any Payment in reſpect of any additional Charges ariſing in Time of War or Hoſtilities, or of Preparations for War or Hoſtilities, ſhall be deemed and conſidered a Time of Peace within the Meaning of this Act: Provided always, that the additional Charges (if any) which may be incurred by reaſon of any Ship being built during a Time

In what Caſe Abatement to be made.

And in what Caſes Abatements are not to be made.

of War or Hoſtilities, or of Preparations for War or Hoſtilities, ſhall and may be paid to the Owners of ſuch Ship, although ſhe may come afloat to proceed on her firſt Voyage in Time of Peace.

Court of Directors may take up ready-built Ships for their Service, in caſe of unforeſeen Exigency.

VII. And be it further enacted, That in Caſes of unforeſeen Exigency, which cannot be anſwered conveniently by any Ship or a ſufficient Number of Ships in the Service of the ſaid Company, and which will not admit of Delay, it ſhall and may be lawful to and for the ſaid Court of Directors, or for any one of their ſeveral Governments abroad, to hire any Ship or Ships which can be procured to anſwer ſuch Exigency; provided that public Notice ſhall be given by Advertiſement of the Ships and 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 Advertiſement ſhall be put into a Box locked and ſealed, which ſhall not be opened except publicly in a Court of Directors, or by the Governor and Council or Chief Agents of the ſaid Company at any Place within the Limits of the Charter of the ſaid Company where it ſhall be neceſſary to hire any ſuch Ship or Ships; and then the loweſt Tender or Tenders ſhall be accepted, without Favour or Partiality, if it or they ſhall be deemed reaſonable, and if upon a due Examination and Survey the Ship or Ships tendered ſhall appear in all reſpects fit for the Service required: Provided always, that the Engagement or Employment of ſuch Ships ſhall not extend beyond the Duration of the particular Service for which they ſhall have been ſpecifically hired.

In Caſes of unforeſeen Exigency, Ships may be taken up for One Voyage by private Contract.

VIII. Provided alſo, and be it further enacted, That it ſhall and may be lawful to and for the Court of Directors of the ſaid United Company, or their ſaid Governments abroad, in Caſes of unforeſeen and preſſing Exigency, to hire and take up by private Contract, with or without advertiſing, any Ship or Ships whatſoever for any particular Purpoſe; provided that no ſuch Ship ſhall be hired or taken up for more than one Voyage, and that the Reaſons for taking up any ſuch Ship or Ships at Home in leſs Time than Fourteen Days as aforeſaid after the Publication of an Advertiſement, be ſtated in the Minutes of the ſaid Court of Directors, and reported to the Court of Proprietors that ſhall next be holden after ſuch hiring and taking up; and that the Reaſons for taking up any ſuch Ship or Ships abroad in leſs Time than Fourteen Days after the Publication of an Advertiſement as aforeſaid, be ſtated in the Minutes of the Proceedings of the Government by which ſuch Ship or Ships ſhall be taken up, and be communicated to the Court of Directors as ſoon as conveniently may be afterwards.

Court of Directors may hire by private Contract, for Voyages from China or India, Ships going out in the Tranſport or other public Service.

IX. Provided always, and be it further enacted, That it ſhall and may be lawful to and for the ſaid Court of Directors of the ſaid United Company to hire and take up by private Contract, without advertiſing, any Ship or Ships engaged or to be engaged in His Majeſty's Tranſport or other Service to carry Convicts or Stores to *New South Wales*, the *Cape of Good Hope*, or *Ceylon*, or elſewhere within the Limits of the Charter of the ſaid United Company, for the Purpoſe of bringing Cargoes from *China* or *India*, at ſuch Rate of Freight and Demurrage as they ſhall judge to be reaſonable, ſo as no ſuch Ship ſhall be hired or taken up for more than One Voyage.

X. Pro-

X. Provided always, and be it further enacted, That it ſhall and may be lawful to and for the Court of Directors of the ſaid United Company, if they ſhall ſee fit, in the Manner and according to the Proviſions herein contained as to hiring Ships to be built for the Service of the ſaid Company, to advertize for, hire, and take up for Trade and Warfare and any other Service, or for Trade only, or any ſpecific Service, as the ſaid Court of Directors ſhall ſee fit, any Ship or Ships, whether built expreſsly for the Service of the ſaid United Company or any other Service, and whether new Ships or Ships which ſhall have been then before employed in any Service whatſoever, ſo as the regiſtered Meaſurement of ſuch Ships ſhall not be more than Eight hundred Tons, for One Voyage, or for a Voyage out or a Voyage home, as the ſaid Court ſhall think proper, to and from, or to or from any Ports or Places, Port or Place whatſoever, within the Limits of the ſaid Company's Charter, except the Dominions of the Emperor of *China*.

Court of Directors may take up Ships whether built for the Service or not, or whether new Ships, or Ships employed before for a Voyage out or home, to any Place, except China.

XI. Provided alſo, and be it further enacted, That nothing in this Act contained ſhall authorize the Employment by the ſaid Company of any Veſſel, the regiſtered Meaſurement of which Veſſel ſhall be under the Burthen preſcribed by an Act of the Fifty-third Year of the Reign of His preſent Majeſty, intituled *An Act for continuing in the* Eaſt India *Company for a further Term the Poſſeſſion of the* Britiſh *Territories in* India, *together with certain excluſive Privileges; for eſtabliſhing further Regulations for the Government of the ſaid Territories, and the better Adminiſtration of Juſtice within the ſame; and for regulating the Trade to and from the Places within the Limits of the ſaid Company's Charter;* or which may be preſcribed by any Act hereafter to be paſſed for Veſſels carrying on Trade between the United Kingdom and the Places within the Limits of the *Eaſt India* Company's Charter.

But not to authorize the Employment of any Ship under the Meaſurement preſcribed by 53G.3.c.155.

XII. Provided alſo, and be it further enacted, That in caſe any Ship which now is, or which ſince the Twentieth Day of *November* One thouſand eight hundred and fifteen hath been, or which hereafter ſhall be engaged in the Service of the ſaid United Company, under a Contract to ſerve the ſaid Company 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 Owner's Conduct into Conſideration: Provided always, that ſuch Vote or Reſolution of the Court of Directors ſhall be reported to a General Court of Proprietors, and after ſuch Report ſuch Vote or Reſolution of the ſaid Court of Directors ſhall 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;* then if ſuch Commander ſhall be then living, or if he ſhall be dead, then if the Chief Officer of the ſaid Ship ſhall be living (having already performed One Voyage at leaſt as Chief or Second Officer), and ſhould have exerted himſelf honourably for the Defence and Safety

Proviſion for building a Ship in room of one loſt.

Safety of the loſt Ship, 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, 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 ſaid Court of Directors, on behalf of the ſaid United Company, to enter into an Agreement with the Owners of ſuch Ship ſo loſt, or their Repreſentatives; or if ſuch Owners or their Repreſentatives ſhould omit or decline for the Space of Three Calendar Months after the ſaid Vote of Acquittal to enter into ſuch Agreement, then it ſhall be lawful for the ſaid Court of Directors, on behalf of the ſaid United Company, to enter into an Agreement with any Perſon or Perſons of ſufficient Reſponſibility, and able to give reaſonable Security, who ſhall be nominated in Writing under the Hand of the Commander of ſuch loſt Ship, if ſuch Commander ſhall be living and able to ſerve, and if not, then with any Perſon or Perſons of ſufficient Reſponſibility, and able to give reaſonable Security, who ſhall be nominated in Writing under the Hand of the Chief Officer of ſuch loſt Ship, if he ſhall be living and able to ſerve, to build another Ship of ſuch Size as the ſaid United Company ſhall have occaſion for, to be employed by them for Six or more Voyages, as ſhall be agreed by the ſaid Court of Directors, at the loweſt Rate of Peace Freight, with the Benefit or ſuch other Allowances as are provided or permitted by this Act to be paid, which ſhall be payable in reſpect of the Ship of a ſimilar Size, or as near as may be of a ſimilar Size, to the Ship about to be built, which ſhall have been contracted for, for Six Voyages at leaſt, laſt before the Contract for the Ship inſtead of ſuch loſt Ship ſhall be entered into: Provided always, that ſuch Ship ſo to be built inſtead of ſuch loſt Ship ſhall be commanded in the firſt Inſtance by the Captain of the loſt Ship, if he ſhall be living and able to ſerve, and failing of him, by the ſaid Chief Officer of the loſt Ship, if he ſhall be living and able to ſerve; and unleſs either the Commander or Chief Officer of the loſt Ship ſhall be living and able to ſerve, when the Contract for building a Ship inſtead of the loſt Ship ſhall be entered into, it ſhall not be lawful for the ſaid United Company or their Court of Directors to enter into any Agreement for building a Ship inſtead of ſuch loſt Ship, otherwiſe than by public Competition as herein-before mentioned.

Command to be given to the Captain of the loſt Ship, &c.

Court of Directors ſhall not be obliged to enter into any unreaſonable Contract, &c.

XIII. 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, or any of the Governments of the ſaid Company abroad, upon any Occaſion, to accept any Tender or Tenders, Propoſal or Propoſals, which they ſhall deem to be unreaſonable, and for the Performance of which reaſonable Security ſhall not be given; or to enter into any Agreement on any ſuch Propoſal, although ſuch Tender or Tenders, Propoſal or Propoſals may be the loweſt and moſt advantageous which may be offered; nor ſhall this Act or any Thing herein contained extend or be conſtrued to extend to veſt in the Owner or Owners of any Ship or Ships, or any Perſon or Perſons making or offering any Tender or Tenders, Propoſal or Propoſals, any Right or Pretenſion which ſuch Owner or Owners, Perſon or Perſons, would not have had if the ſeveral Proviſions hereby repealed or this Act had not been paſſed.

XIV. Provided alſo, That nothing herein contained ſhall extend or be conſtrued to extend in anywiſe to relate to 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 to and 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; nor ſhall this Act extend or be any ways deemed in any way to prevent the ſaid United Company or their Court of Directors, or any of their Officers or Servants, from cauſing any Goods to be loaded and carried on their Account on board any private Ship or Veſſel, though not chartered to or in the Service of the ſaid United Company.

Act not to extend to Veſſels belonging to War Marine Eſtabliſhments in India; nor to prevent the Company from conſigning Goods by private Ships.

XV. Provided alſo, and be it further enacted, That all and every and ſo much and ſuch Parts 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 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-Law, 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.

Company's Bye-Laws where not inconſiſtent with this Act to remain in force.

XVI. And whereas an Act was paſſed in the laſt Seſſion of Parliament, intituled *An Act to authorize the Court of Directors of the* Eaſt India *Company to make extraordinary Allowances in certain Caſes to the Owners of certain Ships in the Service of the ſaid Company:* And whereas certain Ships now in the Service of the ſaid United Company, called *The Herefordſhire, Atlas, Bridgewater, General Harris, Vanſittart,* and *General Kyd,* were excluded from the Benefit of the ſaid Act, becauſe the Loſſes to which the Owners of the ſaid Ships had been ſubjected did not ariſe out of Contracts framed in ſtrict Conformity to the ſaid Act of the Thirty-ninth of *George* the Third: And whereas the ſaid Contracts, ſo far as they differed from Contracts framed in ſtrict Conformity with the ſaid Act of the Thirty-ninth Year of His Majeſty's Reign, were framed on Principles nearly approximating to thoſe which are laid down in the preſent Act for the Government of all future Contracts for hiring Ships by the *Eaſt India* Company; and it is fair and reaſonable that ſome additional Allowances ſhould now be made to the Owners of the ſaid Six Ships, in reſpect of the Voyages performed by them under the ſaid Contracts ſince the Termination of the War, or ſtill remaining to be ſo performed; be it therefore enacted, That after the paſſing of this Act it ſhall and may be lawful for the ſaid Court of Directors to make ſuch Allowances to the Owner or Owners of each of the ſaid Ships, in reſpect of any Voyages performed ſince the Twentieth of *November* One thouſand eight hundred and fifteen, or remaining to be performed under

57G.3.c.120.

Court of Directors empowered to make Allowances to certain Ships excluded from the Benefit of the recited Act.

under their aforesaid Contracts, as the said Court of Directors would have been empowered to make to the Owner or Owners of such Ship, if the Name of such Ship had been included in the said Act of the last Session of Parliament.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's most Excellent Majesty. 1818.