



ANNO QUINQUAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. lxxii.

An Act to amend the several Acts passed for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London. [23d May 1818.]

WHEREAS an Act was passed in the Fortieth Year of the Reign of His present Majesty, intituled *An Act for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London:* 40G.3.c.xlvii. And whereas another Act was passed in the Forty-fourth Year of the Reign of His present Majesty, intituled *An Act for raising a further Sum of Money for carrying into Execution an Act passed in the Fortieth Year of the Reign of His present Majesty, for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London:* 44 G. 3. c. ii. And whereas another Act was passed in the Forty-fourth Year of the Reign of His present Majesty, intituled *An Act for warehousing Goods within the Limits of certain Docks made under an Act passed in the Thirty-ninth and Fortieth Years of His present Majesty, intituled 'An Act for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London,' and to make Regulations relating to the said Docks:* 44G.3.c.100. And whereas another Act was passed in the Forty-fifth Year of the Reign of His present Majesty, intituled *An Act to alter and amend an Act passed in the Fortieth Year of the Reign of His present Majesty, for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation* 45G.3.c.lviii.

[Local.] 15 Z modulation

- modation and Security of Shipping, Commerce, and Revenue, within the Port of London, and for extending the Powers and Provisions of the said Act:* And whereas another Act was passed in the Forty-sixth Year of the Reign of His present Majesty, intituled *An Act to alter and amend several Acts passed in the Fortieth, Forty-fourth, and Forty-fifth Years of His present Majesty, for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London, and for other the Purposes in the said Acts mentioned; and for enlarging the Powers thereby granted to the London Dock Company:* And whereas another Act was passed in the Forty-seventh Year of the Reign of His present Majesty, intituled *An Act to enable the London Dock Company to purchase certain Waterworks in the Parishes of Stratford, Westham, Bow, Bromley, Mile End, and Stepney, and other Parishes adjacent, and to amend the several Acts for making Wet Docks and other Works, for the Accommodation of Shipping, Commerce, and Revenue, within the Port of London:* And whereas another Act was passed in the Forty-ninth Year of the Reign of His present Majesty, intituled *An Act to alter and amend several Acts passed in the Fortieth, Forty-fourth, Forty-fifth, Forty-sixth, and Forty-seventh Years of His present Majesty, for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London, and for other the Purposes therein mentioned relating thereto; and to enlarge the Powers and Authorities by the said Acts granted to the London Dock Company:* And whereas another Act was passed in the Fiftieth Year of the Reign of His present Majesty, intituled *An Act for raising a further Sum of Money for carrying into Execution the several Acts passed for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and Revenue, within the Port of London:* And whereas another Act was passed in the Fifty-first Year of the Reign of His present Majesty, intituled *An Act for regulating the Rates and Charges to be received by the London Dock Company upon Wines and Spirits landed and warehoused in the London Docks:* And whereas another Act was passed in the Fifty-second Year of the Reign of His present Majesty, intituled *An Act for allowing further Time for the Completion of the Docks, Entrances, and other Works and Buildings belonging to the London Dock Company:* And whereas another Act was passed in the Fifty-fourth Year of the Reign of His present Majesty, intituled *An Act for enlarging and amending the Powers and Provisions of the several Acts for making the London Docks:* And whereas another Act was passed in the Fifty-fifth Year of the Reign of His present Majesty, intituled *An Act to amend the several Acts passed for making Wet Docks, Basons, Cuts, and other Works, for the greater Accommodation and Security of Shipping, Commerce, and the Revenue, within the Port of London, and for raising a further Sum of Money for the Completion of the said Works:* And whereas the Time within which the said Company was empowered to make and enforce Purchases of Houses, Lands, Tenements, or Premises, for the Purposes of the said Acts, expired in the Year One thousand eight hundred and seven, and the Time limited for the Completion of the Docks, Entrances, and other Works and Buildings of the said London Dock Company, under and by virtue of the said Act passed in the Fifty-fourth Year of His present Majesty's Reign, will expire on the Twentieth Day of June in the Year of our Lord One thousand eight hundred and twenty: And whereas it is found that the Entrance to the said Docks at the *Hermitage*, and the Works belonging thereto,

thereto, cannot be completed unless the Powers in the said first-recited Act contained for making Purchases, which have expired as aforesaid, be revived and continued in Manner and to the Extent hereinafter mentioned: And whereas it is also necessary that the said recited Acts, or some of them, or the Provisions thereof, should be amended, and that further and additional Powers should be granted to the said Company for the Completion of the said Docks and the Entrances thereto, and for rendering the Establishment of the said Docks more effectual for the Purposes recited in the said Acts, and that further Time should be given for completing the said Docks: 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 the Period limited by the said last recited Act of the Fifty-fourth Year aforesaid, for the Completion of the said Docks, Basons, Entrances, Cuts, Quays, and Wharfs, and other Works and Buildings authorized to be made, erected, and built by the said *London Dock Company*, under the said several Acts, shall be and the same is hereby extended to the Twentieth Day of *June* in the Year of our Lord One thousand eight hundred and twenty-three.

Extending
Period for
Completion
of Docks.

II. And be it further enacted, That all the Powers, Authorities, Provisions, Penalties, Forfeitures, Clauses, Matters, and Things in relation to the making, building, and completing all or any of the Docks, Basons, Entrances, Cuts, Quays, Wharfs, and other Works and Buildings aforesaid authorized to be made under the Provision of the said recited Acts, or any or either of them now in force, relating to the Completion of the said Docks of the said *London Dock Company*, shall be and remain and continue in full Force and Effect for the Purposes of the said several recited Acts and this Act, for the Completion of the Docks, Basons, Entrances, Cuts, Wharfs, and other Works and Buildings of the said *London Dock Company*, during such further and extended Period as last aforesaid, as fully in all respects, and to all Intents and Purposes, as if such further and extended Period had been given by the said recited Act of the Fifty-fourth Year aforesaid, and as if all such Powers, Authorities, Provisions, Penalties, Forfeitures, Clauses, Matters, and Things had been severally and specially and particularly re-enacted in and Part of this Act.

Former
Powers to
continue in
force.

III. And whereas it is found that the several Pieces or Parcels of Land or Ground, Messuages, Tenements, or Dwelling-houses, and other Erections and Buildings, or the Ground and Soil whereon the same stand, and other the Hereditaments and Premises hereinafter particularly mentioned and described, which lie contiguous to the said Docks and Works, and are partly within and partly without and beyond the Limits in the said first-recited Act mentioned, are necessary for the Purpose of completing and finishing the said Entrance at the *Hermitage Dock*, and for the forming and making of such Brick or Stone Wall as by the said first-recited Act is required and directed to be made and built, for surrounding and inclosing the Bason and other Works at such Entrance, so far as the same shall or may be used for the unloading of Ships, and in order that such Wall may not be built within less than Thirty Feet of any surrounding Buildings; be it therefore further enacted, That at any Time or Times within the Term of Five Years from the Time of the passing of this Act, it shall be lawful

Empowering
the Company
to purchase
more Land.

lawful for the Directors and Managers of the Concerns of the said Company, or any Thirteen or more of them, and they are hereby authorized and empowered, to contract and agree, and to employ any Person or Persons to contract and agree, with the Owner or Owners, Occupier or Occupiers of, and to purchase from them for the Purposes of the said recited Acts and of this Act, the several Pieces or Parcels of Land or Ground, with the Messuages or Dwelling-houses, Workshop, Yards, and other Hereditaments hereinafter described and more particularly mentioned; that is to say, a certain angular Piece of Land or Ground on the Western Side, and being Part of the Yard belonging to the Cooperage of Messieurs *Hovil* and *Turnor* on the Northern Side of *Hermitage Street*, and containing on the South-eastern Side thereof Fifty-two Feet of Assize, little more or less, and being in the Parish of *Saint John Wapping*; also a certain other angular Piece of Ground, together with Part of a Shed thereon, also constituting and forming Part of the said Yard, and containing on the South-eastern Side thereof Sixty-two Feet of Assize, little more or less, and likewise situate on the Western Side of the same Yard; and also a certain Piece of Land or Ground now vacant and unoccupied, and a Messuage or Dwelling House, Workshop and Yard, with the Appurtenances thereto belonging, now also vacant and unoccupied, situate on the Southern Side of *Redmead Lane*, and numbered Eighteen and Nineteen, the same being situate in the Parish of *Saint George, Middlesex*, commonly called *Saint George in the East*; and all the said Pieces or Parcels of Land, Messuages, or Dwelling Houses, Workshops, Yards, and Premises, being within the Limits in the said first-recited Act mentioned and set forth; and also all those Five Messuages or Dwelling Houses, with their respective Appurtenances, situate on the Northern Side of *Wapping High Street* aforesaid, and numbered respectively Seven, Eight, Nine, Ten, and Eleven; and also all those Five Messuages or Dwelling Houses, with their respective Appurtenances, situate in *Half Moon Court*, numbered respectively Eight, Nine, Ten, Eleven, and Twelve, together with the Messuage or Tenement, with the Appurtenances, in the said Court, numbered Thirteen, and extending Eastward from the said Court to the Rear or Back Part of the Messuage or Dwelling House numbered Ten, on the Western Side of *Little Hermitage Street*; and also the Messuage or Dwelling House, with the Appurtenances, situate on the Western Side of *Little Hermitage Street* aforesaid, now or late in the Occupation of *Gloag*, all which said Twelve Messuages or Dwelling Houses, and Premises last mentioned, are in the Parish of *Saint John Wapping* aforesaid, and lie without and beyond the Limits in the said first-recited Act mentioned, and together with the said Pieces or Parcels of Land or Ground, Messuage or Dwelling House, and Premises herein-before mentioned, are found requisite to be purchased, taken, pulled down, and removed, and the Ground or Soil thereof made use of for the forming, making, and completing of the Basin and Entrance to the said Docks at or near the *Hermitage* aforesaid, and the surrounding Wall or Space, and other Works necessary thereto.

London Dock
Company to
purchase
whole of
Premises if
required.

IV. And be it further enacted, That if the Owner or Owners, Lessee or Lessees, Occupier or Occupiers of the Dwelling House, Counting House, Workshops, Cooperage, Sheds, Garden, and Yard on the Northern Side of *Great Hermitage Street*, known by the Name of *Hovil* and *Turnor's* Cooperage, and now in their Occupation, should be unwilling to sell or dispose of the several Pieces or Parcels of Land or Ground herein-before described

described as a certain angular Piece of Land or Ground on the Western Side, and being Part of the Yard belonging to the said Cooperage, and as a certain other angular Piece of Land or Ground, together with Part of a Shed thereon, and constituting and forming other Part of the said Yard, or of their Rights or Interests therein, it shall and may be lawful to and for the Directors and Managers of the Concerns of the *London Dock Company*, or any Thirteen or more of them, and they are hereby authorized and required, at the Option of any Owner or Owners, Lessee or Lessees, Occupier or Occupiers thereof, to purchase the whole of such Ground, Messuages, Cooperage, Buildings, and Premises, and the Rights and Interests of any of such Persons therein respectively; and if such Owner or Owners, Lessee or Lessees, Occupier or Occupiers, or any of them respectively, shall not or cannot agree with the said *London Dock Company* for the Price or Prices to be paid for the Purchase of the whole of such Ground, Messuages, Cooperage, Buildings, and Premises, Rights and Interests respectively as aforesaid, then the Value thereof respectively shall be settled and ascertained by a Jury or Juries, in such Manner as the Price for any Land to be taken in pursuance of the said recited Acts and this Act is directed to be settled and ascertained by the said first-recited Act and this Act; and all such other Proceedings shall take place respecting the said Ground, Messuages, Cooperage, Buildings, and Premises, Rights and Interests aforesaid respectively, and the Money to be paid for the Purchase thereof respectively, as are mentioned and directed in the said first-recited Act and this Act with respect to the Premises the Value whereof shall be ascertained by a Jury or Juries in Manner aforesaid.

V. And be it further enacted, That it shall and may be lawful for the Directors and Managers of the Concerns of the said Company, or any Thirteen or more of them, and they are hereby authorized and empowered, by themselves, their Engineer, Surveyors, Agents and Workmen, and any other or others with whom they shall or may contract and agree in the Premises, to have, use, and exercise, from henceforth, and during the said further Period of Five Years, hereby granted, such and the same or the like Powers and Authorities for the Completion of the said Entrance at the *Hermitage* aforesaid, and for the making, enforcing, and completing of such Purchases as aforesaid, and carrying into Execution the Purposes of the said Acts and of this Act, and for the obtaining, taking Possession of, and using and employing the said Dock called *Hermitage Dock*, and Bridge, with all its Rights and Boundaries in the said first-recited Act mentioned, and also all and singular the said Pieces or Parcels of Land or Ground, Messuages or Dwelling Houses, Yard, Hereditaments, and Premises hereby authorized to be purchased as aforesaid, as by the first Act recited were given to the said Directors during the Term of Years by the said Act limited as aforesaid; and all and singular the Powers, Authorities, Provisions, Penalties, Forfeitures, Clauses, Matters, and Things in the said recited Acts or any of them contained, shall be in full Force and Effect in relation to and for the Purposes of the said recited Acts and of this Act, from henceforth and during the said further Period of Five Years hereby granted, as fully, beneficially, and effectually, and in the same or the like Manner in all Respects (except as far as the same is or are by this Act altered or varied); as if the same and every Part thereof had been included in the said first-recited Act, and as if the

Powers of first Act extended to this Act.

[Local.]

16 A

said

faid further Period of Five Years had been granted by the faid first-recited Act, and continued by the faid subsequent Acts or any of them, and as if the same were severally and specially re-enacted in and formed Part of this Act; any Thing in the faid recited Acts or any or either of them contained to the contrary thereof in anywise notwithstanding.

Expences of
Juries how to
be paid.

VI. And be it further enacted, That in case any Jury or Juries to be summoned and sworn pursuant to the Directions and under the Authority of the faid recited Acts and of this Act, shall give in and deliver a Verdict or Assessment for more Money, as a Recompence and Satisfaction to any Person or Persons for his, her, or their Right, Interest, or Property in any such Lands or Hereditaments as aforesaid, or for any Loss or Damage to be sustained by any such Person or Persons, than what shall have been agreed to and offered by or on Behalf of the faid *London Dock Company*, as a Recompence and Satisfaction for any such Right, Interest, and Property, or for any Loss or Damage as aforesaid, before the summoning and returning of such Jury, then and in every such Case of Difference the Costs and Expences of summoning and maintaining the Jury and Witnesses, and all other Expences attending the hearing and determining of such Difference, shall be borne and paid by the faid *London Dock Company*, or their Treasurer for the Time being; but if any Jury or Juries so to be summoned and sworn shall give in and deliver a Verdict or Assessment for no more or for less Money than shall before the summoning and returning of such Jury or Juries have been agreed to and offered by or on the Behalf of the faid *London Dock Company*, as a Recompence and Satisfaction for any such Right, Interest, or Property, or Loss or Damage as aforesaid, that then the Costs and Expences of summoning and maintaining the Jury and Witnesses, and all other Expences as aforesaid, shall be borne and paid by the Person or Persons with whom the faid *London Dock Company* shall have such Difference, which Costs and Expences (having been ascertained and settled by some one Justice of the Peace of the faid County of *Middlesex*, not interested in the Matter in question, who is hereby required to examine and settle the same at a Time and Place to be by him appointed, after summoning the Parties interested to attend him for that Purpose) shall and may be deducted out of the Money so assessed and adjudged, as so much Money advanced to and for the Use of such Person or Persons, and the Payment or Tender of the Remainder of such Monies shall be deemed and taken, to all Intents and Purposes, to be a Payment or Tender of the whole Sum or Sums so assessed and adjudged; or otherwise such Costs and Expences, in case the same be not paid upon Demand, after being so ascertained and settled as aforesaid, shall and may be recovered by the Treasurer of the faid Company, by such Ways and Means as in and by the faid recited Acts are provided for the Recovery of Penalties and Forfeitures incurred under the faid recited Acts: Provided always, that in all Cases where any Person or Persons shall by reason of Absence have been prevented from treating, the whole of such Costs and Expences shall be borne by the faid *London Dock Company*, and paid by their Treasurer for the Time being.

VII. And whereas in and by the faid Act passed in the Fortieth Year of the Reign of His Majesty, it was among other Things enacted, that if the faid Dock Company should at any Time make a Cut across *Wapping Street*, at or near the *Hermitage*, into a Basin or Basins within the same, they should be compellable to make, set up, and maintain in perpetual
Repair,

Repair, a Bridge, Drawbridge, or Swingbridge, in the Line of *Wapping Street*, across the said *Hermitage*, and also on the Wharf or Space between the said intended Basin or Basins, Dock or Docks, at or nearly adjoining the Line of Direction from *Hermitage Street* to the South End of *Nightingale Lane*, so as to preserve the Certainty of constantly passing to and through the *Hermitage*, by one of the Bridges being shut at the Time that the other might be open : And whereas it is found that such Two Bridges as in the said Act mentioned will not be attended with any Benefit or Convenience to Commerce, or to the Inhabitants of the Parishes and Parts adjoining ; be it therefore further enacted, That so much of the said Act as directs the making of the said Two Bridges in the said Act mentioned, shall be and the same is hereby repealed ; and that in lieu thereof the said Dock Company shall be compelled to make, and shall make, erect, set up, and maintain in perpetual Repair, over and across the Entrance Lock now forming and making or about to be formed and made at the *Hermitage Dock* aforesaid, and as near as may be to the Centre of the said Lock, One Swing Carriage Bridge for Carts, Carriages, Horses, and Persons passing over and across the said Lock.

One Swing Carriage Bridge to be erected near the Hermitage, instead of the Two Bridges directed by 40 G. 3.

VIII. And whereas by the making of the Basin and Entrance Lock at the *Hermitage* herein before mentioned, the Aqueducts, Mains, or Service Pipes belonging to the Company of Proprietors of the *East London Waterworks*, incorporated by an Act made in the Forty-seventh Year of the Reign of His present Majesty, intituled *An Act for better supplying with Water the Inhabitants of the Parishes of Stratford Bow, otherwise Stratford-le-Bow, Saint John Hackney, Saint Mary Ilington, Saint Matthew Bethnal Green, and several other Parishes, Hamlets, Townships, and Places adjacent or near thereunto in the Counties of Middlesex and Essex*, and which now supply with Water the Inhabitants of that Part of the Parish of *Saint John Wapping*, in the County of *Middlesex*, which lies between the said *Hermitage* Basin and Entrance Lock, and the Entrance of the *London Docks* at *Bell Dock*, will be cut off, whereby the said Inhabitants would be deprived of the said Supply of Water, and the said Company of Proprietors of the *East London Waterworks* sustain great Injury, unless Provision be made to prevent the same ; be it therefore enacted, That wherever the said Basin or Entrance Lock shall cross, intersect, or cut through any of the Aqueducts, Mains, or Service Pipes of the said Company of Proprietors of the *East London Waterworks* which shall have been sunk, laid, or used for supplying any of the Inhabitants aforesaid with Water, the said *London Dock Company* shall and they are hereby required to provide, lay down, and carry through, under, or across such Basin or Entrance Lock, and for the Space of Twenty Feet at the least on each Side thereof, a new Line or Lines of good and sufficient Aqueducts, Mains, and Service Pipes, in lieu and instead of those which shall or may be so crossed, intersected, cut through, or removed, and join and connect, or cause the same to be properly joined and connected with the Aqueducts, Mains, and Service Pipes, from whence the said Aqueducts, Mains, and Service Pipes so crossed, intersected, or cut through shall be removed, all which new Line or Lines of Aqueducts, Mains, and Service Pipes shall be made of Cast Iron, of not less than Seven Inches Diameter in the Bore, and shall be laid down and carried in the same Line or Direction as the Aqueducts, Mains, and Service Pipes which shall be so crossed, intersected, cut through, or removed, or as near thereto as shall be convenient ; and the said *London Dock*

Preventing the Supply of Water by the East London Waterworks from being cut off.

Dock Company shall and they are hereby also required to find and provide, and cause to be connected with the said new or other Aqueducts, Mains, and Service Pipes, at or near the Place or Places where the same shall cross or intersect the Basin or Entrance Lock aforesaid, such and so many fit and proper Cocks, Valves, Pumps, or other Devices or Contrivances, as shall or may be necessary for the preventing of Stoppages or Obstructions, and for the more convenient and effectual Removal thereof from and out of the said Aqueducts, Mains, and Service Pipes; and Fourteen Days Notice in Writing shall be given to the Clerk of the said Company of Proprietors, previous to the Removal or Alteration of any Aqueducts, Mains, or Service Pipes belonging to the said Company of Proprietors, or the laying down of any new or other Aqueducts, Mains, or Service Pipes; and all such new and other Aqueducts, Mains, and Service Pipes, Cocks, Plugs, Valves, and other Works, Devices, and Contrivances, shall from thenceforth become and be deemed and taken to be the Property of the said Company of Proprietors, and to which they the said Company of Proprietors, their Successors and Assigns, or their Engineers, Officers, Servants and Workmen, shall at all reasonable Times have full, free, and convenient Access for the Purpose of examining, cleansing, renewing, reinstating, and repairing the same, as often as there may be Occasion, the said *London Dock Company* making reasonable Compensation and Satisfaction to the said Company of Proprietors for any extra Costs, Charges, or Expences which they the said Company of Proprietors, their Successors or Assigns, shall or may be put to in the repairing, cleansing, renewing, or reinstating of such new or other Aqueducts, Mains, or Service Pipes, and other Works as aforesaid; provided also, that whenever it may be necessary for the Repair or Alteration of any of the said Aqueducts, Mains, or Service Pipes, that the Dock called the *Hermitage Dock* should be emptied of the Water contained therein, and that Ships or Vessels should at that Time be lying in the said Dock, of such a Built or Construction as to render it dangerous for such Ships or Vessels not to lie afloat therein, then the said *London Dock Company* shall not be required to draw off the Water from the said Dock until after the Expiration of Three Tides from the Delivery of Notice, to be given for that Purpose by the said Company of Proprietors of the *East London Waterworks* to the said *London Dock Company*, at the Superintendant's Office in the said Docks, or at the House of the Dock Master of the said *London Dock Company*, and the said *London Dock Company* shall then cause the Water to be drawn off from the said Dock within the Period before mentioned.

London
Dock Com-
pany not to
cut off Sup-
ply of Water.

IX. Provided always, and be it further enacted, That nothing in the said recited Acts or in this Act contained shall extend or be construed to extend to authorize or empower the said *London Dock Company*, or any Person acting under them, to cut off, break, alter, remove, or take away any of the Aqueducts, Mains, Service Pipes, or other Works of or belonging to the said Company of Proprietors of the *East London Waterworks*, or do any Act, Matter or Thing whatsoever, to impede the Passage or Supply of Water into or through such Aqueducts, Mains, or Service Pipes, until a new Line or Lines of good and sufficient Aqueducts, Mains, and Service Pipes, with all such Cocks, Valves, Pumps, or other Devices and Contrivances as aforesaid, shall be made and constructed, fixed, laid down, and ready to be joined and connected with the Aqueducts,

ducts, Mains, and Service Pipes, from which the same shall be, or shall be intended to be cut off, broken, or removed; and such Aqueducts, Mains, or Service Pipes so cut off, severed or divided, shall be joined and connected with as much Expedition as the Nature of the Work will admit, so as to occasion as little Inconvenience as possible to the Inhabitants of the Places supplied with Water by Means of the said Aqueducts, Mains, and Service Pipes.

X. Provided also, and be it further enacted, That the Works hereby directed to be done or performed by the said *London Dock Company* for the Protection and Security of the said Aqueducts, Mains, Service Pipes, and other Works of the said Company of Proprietors of the *East London Waterworks*, shall be executed at the Expence of the said *London Dock Company*, to the mutual Satisfaction of Two Engineers, one to be appointed by the said *London Dock Company*, and the other by the said Company of Proprietors of the *East London Waterworks*; and in case such Two Engineers cannot agree in respect to all or any of the several Matters aforesaid, then the same shall be determined by a Third indifferent Engineer, to be appointed by the Two first-named Engineers, as Umpire, before they shall proceed to act in the Execution of the Powers hereby vested in them, otherwise than by the Appointment of such Umpire, who shall and he is hereby required to determine any Matter in dispute that may be referred to him by the said Engineers, within Seven Days after such Reference, and his Determination therein shall be final and conclusive.

Mode of
executing the
Works for
protecting
the Water-
works.

XI. Provided also, and be it further enacted, That nothing in this Act contained shall be construed or taken to hinder or obstruct the Company of Proprietors of the *East London Waterworks*, their Successors or Assigns, from holding, using, exercising, or enjoying all such Right, Title, Estate, Interest, Powers, Privileges, and Advantages whatsoever, which the said Company of Proprietors now lawfully have, or may claim, or which they, their Successors or Assigns, at any Time hereafter may, can, or ought lawfully to have, hold, claim, use, exercise, or enjoy by virtue of the said last-recited Act, made in the Forty-seventh Year of the Reign of His present Majesty, and also by virtue of an Act made in the Forty-eighth Year of the Reign of His present Majesty, intituled *An Act to enable the Company of Proprietors of the East London Waterworks to purchase certain other Waterworks, and to amend an Act of the Forty-seventh Year of His present Majesty, relating to the said East London Waterworks*, or either of them; any Thing herein contained to the contrary thereof in anywise notwithstanding.

Works of
East London
Water Com-
pany not to
be obstructed.

XII. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under the said Acts or this Act, or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, and also in all Prosecutions commenced or instituted by or on behalf of the said *London Dock Company*, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any of such Actions and Suits or Proceedings, it shall be lawful for the Treasurer for the Time being of the said *London Dock Company*, in his own Name, for and on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Release or

Treasurer
may give
Releases.

[Local.]

16 B

Releases

Releases as may be or be deemed to be necessary for the Purpose of exonerating, releasing, and discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings as aforesaid, from all or any Claims or Demands which may be necessary to be released by the said Company, to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Arbitrations, References, or other Proceedings aforesaid; and also in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceedings, to do any other Act, Matter, or Thing which any Plaintiff or Defendant might do in any Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing respectively, shall be as valid and effectual in all Respects, and to all Intents and Purposes whatsoever.

Lighters and
Craft.

XIII. And be it further enacted, That from and after the passing of this Act, if any Lighter, Boat, or other Craft, either after having any Goods taken or unladen thereout, or which shall enter or be in the said Docks for the Purpose or under Pretext of taking or carrying Goods from or out of the said Docks, or for any other Purpose or under any other Pretext whatsoever, shall remain or continue empty in the said Docks for any longer Space or Time than Twenty-four Hours, it shall be lawful for the Dock Master or Dock Masters of the said Company, or their or any of their Assistants or Servants, to give Notice in Writing to any Owner or Owners of such Lighter, Boat, or other Craft, by Delivery of such Notice to him, her, or them, or by leaving the same at his or their Dwelling House, Counting House, or Place of carrying on Trade, or by Delivery thereof to the Person or Persons in charge of such Lighter, Boat, or other Craft, if any there shall be, to remove such Lighter, Boat, or other Craft from and out of the said Docks; and if any such Lighter, Boat, or other Craft shall not be removed from and out of the said Docks within Twelve Hours after such Notice shall be given, the Owner or Owners of every such Lighter, Boat, or other Craft, shall for every such Offence forfeit and pay the Sum of Forty Shillings for the first Twenty-four Hours, and the Sum of Twenty Shillings for every further Period of Twenty-four Hours, during which any such Lighter, Boat, or other Craft shall remain and continue in the said Docks contrary to the Provisions herein contained, the Payment whereof shall and may be enforced and recoverable in such Manner as any other Penalty or Penalties of the like Amount or Amounts is or are recoverable by or under the said recited Acts.

Goods
landed in
London
Docks to
remain sub-
ject to
Freight.

XIV. And be it further enacted, That all Goods, Wares, or Merchandize which, from and after the passing of this Act, shall be landed in the said Docks called *The London Docks*, shall, when so landed, continue and be subject or liable to such and the same Claim for Freight, in favour of the Master and Owner or Owners of the respective Ships or Vessels from or out of which such Goods, Wares, or Merchandize shall be so landed, as such Goods, Wares or Merchandize respectively were subject and liable to whilst the same were on board such Ships or Vessels, and before the landing thereof; and the Directors of the said *London Dock Company*, or their Servants or Agents, shall and may and they are hereby authorized, empowered, and required, upon due Notice in that Behalf
given

given to them by such Master or Masters or Owner or Owners, to detain and keep such Goods, Wares, and Merchandize in the Warehouses of the said *London Dock Company*, until the respective Freights to which the same shall be subject and liable as aforesaid, shall be duly paid or satisfied, together with the Rates and Charges to which the same shall have become subject and liable.

XV. And whereas under the Provisions contained in the Schedule (A.) annexed to the said recited Act, passed in the Fifty-first Year of His Majesty's Reign, the Importers or Owners of Wines in Store in the said Docks have been subjected to pay for the tasting of all such Wines: And whereas great Inconvenience and Losses to the Proprietors of such Wines have accrued in consequence thereof; be it therefore further enacted, That from and after the passing of this Act, every Person making Application at the said Docks to taste Wines in Store, under any written Order from the Proprietor thereof, shall, at or before the Time of such tasting, pay for every Cask of Wine to be so tasted, the Charge by the said Act required to be paid in respect of such tasting.

Tasting of
Wines.

XVI. Provided always, and be it further enacted, That in case the Works intended to be carried into effect under the Authority of this Act, shall not be completed so as to answer the Objects of this Act within the Time by this Act limited for the Completion thereof, all the Powers and Authorities given by this Act for purchasing Lands and Hereditaments, and erecting the Works hereby authorized, shall thenceforth cease and determine, save only as to so much of such Land as shall have been purchased, or such Works as shall have been completed, within that Time.

If Works
are not com-
pleted, Pow-
ers of Act to
cease.

XVII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded.

Public Act.

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