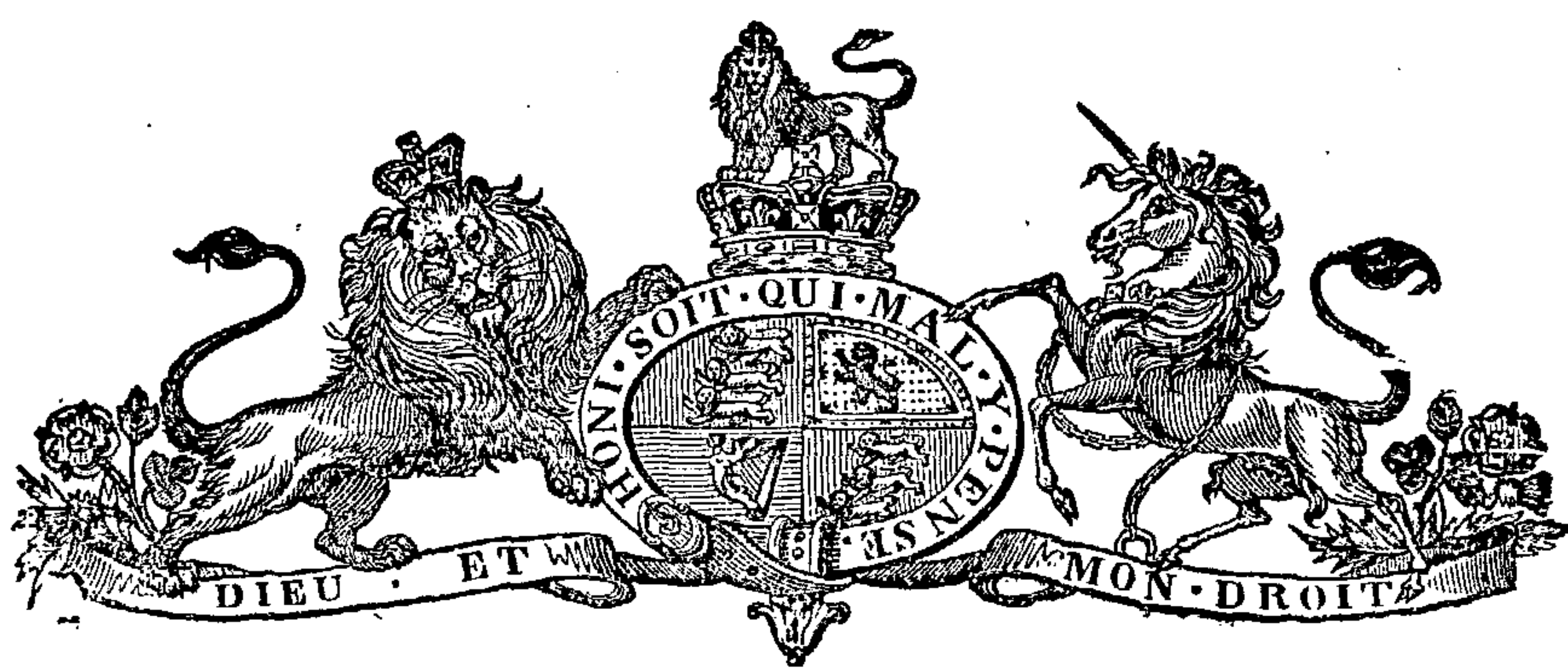




ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cclv.

An Act for incorporating “the *Millwall* Canal Company,” and for authorizing them to make and maintain Canals and other Works in the *Isle of Dogs*, and thereby and by the Appropriation of Works and Lands there to provide Accommodation for Shipping and Waterside Accommodation for Shipbuilding and other Businesses requiring Water Frontage; and for other Purposes.

[25th July 1864.]

WHEREAS great Part of the Left Bank of the River *Thames*, between the Western Entrance to the *West India* Docks and *Blackwall*, is occupied by Shipbuilding Yards and Manufactories, and for other Purposes connected with Shipbuilding, and the Want of additional Waterside Accommodation for Shipbuilding, and Purposes connected with Shipbuilding and Shipping, is much felt : And whereas Accommodation both for Shipping and for Shipbuilding, and other Purposes requiring Waterside Accommodation, might be afforded with great local and public Advantage by the making and maintaining of a Canal across the *Isle of Dogs*, with

[*Local.*] 41 *T* Entrances

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

Entrances from *Limehouse Reach* and *Blackwall Reach* respectively, with another Canal and Basins and other Works connected therewith, and the appropriating, as and for Wharfs and Shipbuilding and other Yards, and manufacturing and other Purposes requiring Water Frontage, of Parts of the *Isle of Dogs* abutting on the Canals and Basins, and now being Land chiefly open and not built upon: And whereas the several Persons in that Behalf in this Act named, and others, are willing at their own Expense to make and maintain the Canals and Basins and other Works, and to acquire, hold, and appropriate for the Purposes of the Undertaking the requisite Lands, on being incorporated into a Company, with adequate Powers for the Purpose, and it is expedient that they be accordingly incorporated and authorized to carry the Undertaking into effect: And whereas Plans and Sections showing the Situation, Lines, and Levels of the Canals and Basins and other Works, and showing also the Lands proposed to be taken for the Purposes of those Works respectively, and for other the Purposes of this Act, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex*, and those Plans, Sections, and Books of Reference are in this Act referred to as "the deposited Plans, Sections, and Books of Reference:" And whereas it is expedient that the Company by this Act incorporated (in this Act called "the Company"), and the *East and West India Dock Company* (in this Act called "the Dock Company"), be authorized to enter into Arrangements with respect to the Timber Dock of the Dock Company and Works by this Act authorized: And whereas the Objects of this Act cannot be obtained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen'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, as follows:

Short Title. 1. This Act may for all Purposes be cited as "*Millwall Canal, Wharfs, and Graving Docks Act, 1864.*"

8 & 9 Vict.
cc. 16. & 18.,
10 & 11 Vict.
c. 27.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 118. in-
corporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), and Part III. (relating to Debenture Stock), of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are respectively incorporated with and form Part of this Act.

3. Pro-

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

3. Provided that Sections Twenty-five and Twenty-six of "The Harbours, Docks, and Piers Clauses Act, 1847," are not incorporated with this Act: Provided also, that the Provisions of that Act with respect to Lifeboats, and with respect to keeping a Tide and Weather Gauge, shall not have any Operation as Parts of this Act, unless and until and except only so far as the Board of Trade from Time to Time prescribe.

Parts of
10 & 11 Vict.
c. 27. incor-
porated.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders," and the Expression "Dock-master" includes "Canal-master."

Same Mean-
ings to Words
in incorpo-
rated Acts
as in this
Act.

5. *Robert Fairlie, William Innes, Octavius Ommanney, William Thew*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, or take Shares of the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *Millwall* Canals and Basins and other Works by this Act authorized, and for acquiring, holding, appropriating, using, and leasing, as Wharfs and Shipbuilding Yards, and for manufacturing and other Purposes requiring Water Frontage, Lands in the *Isle of Dogs*, and for other Purposes of their Undertaking in this Act expressed, and for those Purposes are by this Act incorporated by the Name of "the *Millwall* Canal Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, sell, lease, and otherwise dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and in all other respects to carry this Act into execution.

The *Millwall*
Canal Com-
pany incor-
porated.

6. The Capital of the Company shall be Five hundred and ten thousand Pounds, in Twenty-five thousand five hundred Shares of Twenty Pounds each.

Capital,

7. It shall not be lawful for the Company to issue any Shares created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than

Shares not to
issue until
One Fifth
paid up.

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

than One Fifth Part of the Amount of such Share shall have been paid in respect thereof.

Calls.

8. Two Pounds Ten Shillings a Share shall be the greatest Amount of any One Call, and Two Months at least shall be the Interval between the Periods at which successive Calls are made payable, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls made payable in any One Year on any Share.

Power to borrow on Mortgage.

9. The Company from Time to Time may borrow on Mortgage any Sum not exceeding in the whole One hundred and seventy thousand Pounds: Provided that the Company shall not so borrow any Part of that Sum until the whole of the Capital of Five hundred and ten thousand Pounds is subscribed for or taken, and One Half thereof is actually paid up, and the Justice who certifies under Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that Shares for the whole of the Capital have been issued and accepted, and that not less than One Fifth Part of the Amount thereof has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide*, and are held by registered Holders thereof legally liable for so much thereof as is not paid up, of which Satisfaction the Certificate under that Section shall be sufficient Evidence.

Receiver for Mortgagees.

10. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Twenty thousand Pounds.

Application of Monies.

11. All and every Part of the Monies by this Act authorized to be raised by the Company by Shares and by borrowing respectively shall be applied only to Purposes of the Company's Undertaking.

First and subsequent Ordinary Meetings.

12. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings shall be held in the Months of *February* and *August* in every Year, or at such other Times as the Resolution of a General Meeting of the Company from Time to Time determines.

Ordinary Meeting with Notice of special Business to be extraor-

13. Where, by the Notice convening an Ordinary Meeting, Notice is given to the Shareholders of any special Business to be transacted or discussed at the Meeting, then the Meeting shall for the Purposes of this Act be deemed with respect to that Business to be an Extraordinary

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

ordinary or Special Meeting of the Company, or a General Meeting specially convened for the Purposes of that Business. dinary for that Business.

14. The Number of the Directors shall be Eight: Provided that from Time to Time, by the Resolution of a General Meeting, the Number of the Directors may be reduced to Six, and the Meeting may fix the Time at which the Reduction shall take effect. Number of Directors.

15. *William Lee, George Ranking, William Innes, and Nathaniel John Fenner* shall be Four of the First Directors of the Company. First Directors.

16. The Qualification of a Director shall be the Possession in his own Right of Shares of the Capital of the Company to the aggregate Amount of at least One thousand Pounds. Qualification of Directors.

17. The Quorum of a Meeting of Directors shall be Three, and the Quorum of a Committee of Directors shall be so many as the Directors at the Time of appointing the Committee determine. Quorum of Directors and Committees.

18. The Newspaper for Advertisements shall be any *London* daily Morning Newspaper to be determined by the First Ordinary Meeting, and not to be changed except by the Resolution from Time to Time of a General Meeting. Newspaper for Advertisements.

19. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use, and may hold, appropriate, deal with, and dispose of, for the Purposes of their Undertaking, such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, as they think fit. Power to take Land for Canals and Works authorized by Act.

20. The Powers of the Company for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act. Powers for compulsory Purchases limited.

21. If the Company do not, within Nine Months from the passing of this Act, give Notice in pursuance of the Eighteenth Section of "The Lands Clauses Consolidation Act, 1845," to *Richard Wilshire Goold* and *Walter Wyndham Burrell*, trading as *R. W. Goold* and Company, or their Assigns, of their Intention to acquire their Lands numbered 79 and 83 on the deposited Plans, and if the Company do not, after such Notice, use their utmost Endeavours to acquire the said Lands in pursuance of the said Act, then the Powers of this Act for the compulsory Purchase of the said Lands shall cease, and it shall not be lawful for the Company to enter upon, take, or use the said Lands, or any Part thereof, or to interfere with the Accesses thereto, Period for compulsory Purchase of Property of Messrs. Goold and Company limited.

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

unless with the Consent of the said *Richard Wilshire Goold* and *Walter Wyndham Burrell*, or their Assigns.

Period for
compulsory
Purchase of
Property of
Messrs. N. J.
and H. Fen-
ner limited.

22. If the Company do not, within Nine Months from the passing of this Act, give Notice in pursuance of the Eighteenth Section of "The Lands Clauses Consolidation Act, 1845," to *Nathaniel John Fenner* and *Henry Fenner*, trading as *Messieurs N. J. and H. Fenner*, or their Assigns, of their Intention to acquire their Lands numbered 5, 6, 8, 9, 21, 22, 23, 24, 37, and 38 on the deposited Plans, and if the Company do not, after such Notice, use their utmost Endeavours to acquire the said Lands in pursuance of the said Act, then the Powers of this Act for the compulsory Purchase of the said Lands shall cease, and it shall not be lawful for the Company to enter upon, take, or use the said Lands, or any Part thereof, or interfere with the Accesses thereto, unless with the Consent of the said *Nathaniel John Fenner* and *Henry Fenner*, or their Assigns.

Power to
make Canals
and Works.

23. Subject to the Provisions of this Act, the Company from Time to Time may make, execute, and maintain the Canals and Works and Operations by this Act authorized, and, so far as the same are shown on the deposited Plans and Sections, may make and maintain the same in the Lines and in accordance with the Levels respectively shown on the deposited Plans and Sections.

Works au-
thorized by
Act.

24. The Canals and Works and Operations by this Act authorized to be made, executed, and maintained by the Company comprise the following; that is to say,

(A.) A Canal or navigable Cut and Basins commencing at a Point in the River *Thames* Southward of the Entrance to *Millwall* Docks, and terminating at a Point in the River *Thames* Northward of *Cubitt Town* Pier:

(B.) One or more Entrances from the River *Thames* to the Canal (A.):

(C.) A Canal or navigable Cut commencing from and out of the Canal (A.), and terminating near to the Southern Side of the Timber Dock belonging to the Dock Company:

(D.) All proper and sufficient Piers, Walls, Graving Docks, Locks, Slips, Gates, Sluices, Cuts, Bridges, Arches, Wharfs, Quays, Avenues, Ways, Approaches, Drains, Sewers, Culverts, Embankments, Tramways, Stages, Works, and Conveniences connected with the Canals (A.) and (C.) and the Entrances (B.) respectively:

(E.) A Deviation of the Line or Course of the *East Ferry Road* commencing Northward of its Junction with the *West Ferry Road*, and terminating near to the Junction of the *East Ferry Road* with *Manchester Road*:

(F.) A Deviation

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

(F.) A Deviation of the Line or Course of the *West Ferry Road* commencing and terminating Southward of its Junction with *Glengall Street* :

(G.) The stopping up and discontinuing of any Footways upon or over any Lands acquired by the Company :

(H.) All Works (not being Cuts of greater Width than Eleven Feet at the Bottom) from Time to Time necessary for the more effectual Drainage of the Lands acquired by the Company, and of Lands adjacent or near thereto, and for preventing or removing Obstructions by reason of the Execution of any other Works by this Act authorized to the Drainage of any of those Lands :

(I.) The appropriating from Time to Time of such Parts as the Company think fit of the Lands acquired by them for Wharfs, Quays, Landing Stages, Shipbuilding and other Yards, Manufactories, and other Purposes requiring Water Frontage :

All in the Parish of *All Saints, Poplar*, in the County of *Middlesex*.

25. In the Execution of the Canals and Works by this Act authorized, the Company from Time to Time may deviate vertically from the several Levels shown on the deposited Sections to any Extent not exceeding Three Feet.

Vertical Deviations in execution of Canals and Works.

26. Before commencing any Work in, over, or affecting the River *Thames* the Company shall deposit at the Office of the Board of Trade Plans, Sections, and Working Drawings of the intended Works affecting the River *Thames* for the Approval of the Board of Trade, to be signified in Writing under the Hand of One of the Secretaries or Assistant Secretaries of the Board of Trade, and those Works shall be executed only in accordance with the Approval; and when any such Works are commenced or made, the Company shall not at any Time alter or extend them without first obtaining the like Approval.

Submission of Working Drawings of Wharfs, &c. to Board of Trade.

27. If any Work by this Act authorized in, over, or affecting the River *Thames* be begun or completed, or be made, altered, or extended, contrary to the Provisions of this Act, the Board of Trade may abate, alter, and remove the same, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recoverable with Costs as a Penalty is recoverable from the Company.

Abatement by Board of Trade of Works in River *Thames* made without their Approval.

28. If any Work by this Act authorized in, over, or affecting the River *Thames*, or if any Portion of any such Work, be abandoned, or suffered

Removal by Board of Trade of dis-

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

used Works
affecting
Thames.

suffered to fall into Disuse or Decay, the Board of Trade may abate and remove the same, or such Parts thereof as they at any Time think fit, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recoverable with Costs as a Penalty is recoverable from the Company.

Local Sur-
vey by Board
of Trade at
Cost of Com-
pany.

29. If and whenever the Board of Trade think it expedient to order a local Survey and Examination of any Work of the Company in, over, or affecting the River *Thames*, or of the intended Site thereof, the Company shall defray the Expense of every such local Survey and Examination, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs as a Penalty is recoverable from the Company.

Consent of
Conserva-
tors to
Works on
Shore of
Thames.

30. The Company shall not make or commence any Work authorized by this Act on the Shore of the River *Thames*, or of any Creek or Inlet thereof, except in accordance with the Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Approval by
Conserva-
tors of
Works in
Thames.

31. The Works by this Act authorized in the River *Thames* shall be made on a Site approved by the Conservators of the River *Thames* in accordance with a Plan and Elevation approved by them, and deposited at their Office, and those Works, and the Works by this Act authorized abutting on the River *Thames*, shall be executed to the Satisfaction of the Engineer of the Conservators, and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works, and the Plan for the Cofferdam (if any) for the Works shall not be made without the previous Approval of the Conservators.

Company not
to interfere
with Bed
of Thames
except ac-
cording to
approved
Plan.

32. Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Shore or Foreshore thereof, except in accordance with a Plan approved by the Conservators of the River *Thames*.

Maintenance
of Entrances
to Docks.

33. Provided that the Company from Time to Time may, subject to such Regulations as the Conservators may prescribe, enter upon and deepen and scour out the Beach and Bed of the River *Thames* in front of the Entrances to the Docks, and at all Times maintain and preserve there a Depth of Water the same as or greater than on the Sills of the Docks or on those Entrances, and for the Purpose of constructing

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

constructing or repairing the Works may (subject as aforesaid) from Time to Time make Cofferdams on the Beach of the River to keep out the Water.

34. The Company shall, during the whole Time of the making, altering, or extending of any Work by this Act authorized in, over, or affecting the River *Thames*, exhibit and keep burning at their own Expense every Night, from Sunset to Sunrise, such Lights, if any, as the Board of Trade and the Conservators, or either of them, from Time to Time require or approve, and shall, on or near to the Work when completed, always maintain and keep burning at their own Expense every Night, from Sunset to Sunrise, such Lights, if any, for the Guidance of Vessels as the Board of Trade and the Conservators, or either of them, from Time to Time require or approve; and if the Company fail to comply in any respect with the Provisions of this Section they shall for every Night in which they so fail be liable to a Penalty not exceeding Twenty Pounds.

Lights at
Works
affecting
Thames.

35. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames*, except where, when, and as the Conservators of the River *Thames* approve.

Consent of
Conserva-
tors to Com-
pany taking
Gravel from
Thames.

36. No Buoy, Dolphin, Mooring Post, or Mooring Craft shall be laid down or placed by the Company in the River *Thames* so as to injure the Navigation of the River, or in any other Manner than as the Conservators of the River *Thames* approve.

Restriction
on Company
placing
Buoys, &c.
in *Thames*.

37. Where any of the Works by this Act authorized will pass over, under, or by the Side of, or in any other Manner so as to interfere with, any Sewer, Drain, Culvert, Outlet, Watercourse, or other Work under the Jurisdiction, Management, or Control of the Metropolitan Board of Works, or Board of Works for the *Poplar* District, or will in any way affect the Sewerage or Drainage of the District, the Company shall not proceed therewith until they have given to such Board respectively Fourteen Days previous Notice in Writing in that Behalf by leaving the Notice at the principal Office of such Board, with the full Particulars, Description, Plans, Sections, and Specification of the intended Works, and until such Board have sanctioned and approved the Mode of crossing, passing, or interfering with the Sewer, Drain, Culvert, Outlet, Watercourse, or other Work, unless such Board do not signify their Approval, Disapproval, or Directions within Fourteen Days after Service of the Notice and Particulars; and the Company shall comply with all Directions and Regulations of such Board with respect to the providing by the Company by new, altered, or substituted Works and Defences, in such Manner as the Engineer or Surveyor of such Board determines, for the proper Protection and

Protection of
Works of
Metropolitan
Board of
Works and
Poplar Dis-
trict Board
of Works.

[*Local.*]

41 X

Drainage

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

Drainage of and the preventing of Injury to the Sewerage of the Level or District, and for guarding against any Impediment to the Drainage of the District, by or by reason of the intended Works, or any Part thereof, and shall save harmless such Board against all and every Expense to be occasioned thereby.

Execution of
Sewerage
Works under
Superin-
tendence of
Officer of
Board.

38. All the Works so required by such Board respectively shall be done by or under the Superintendence and Control of the Surveyor or other Officer of such Board at the Expense in all respects of the Company; and when any new, altered, or substituted Sewer, Drain, Culvert, Outlet, Watercourse, or other Work, or any Defence connected therewith, is completed, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, Control, and Management of such Board as any Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence is or may be; and all the Rights, Powers, Privileges, and Authorities of such Board shall remain in full force and virtue with reference to all such Sewers, Drains, Culverts, Outlets, Watercourses, and other Works and Defences for all Purposes, and shall not be prejudiced or affected by this Act.

Drainage
Works to be
subject to
Poplar Dis-
trict Board
of Works,
&c.

39. All Sewers, Drains, Watercourses, and Works of Drainage made by the Company, otherwise than by the Direction of the Metropolitan Board of Works, shall be subject in all respects to the Jurisdiction of the *Poplar* District Board of Works.

Notice before
breaking up
Street to be
given to
Surveyor of
Poplar Dis-
trict Board.

40. The Company shall not break up or disturb any Street or Place under the Control or Direction of the *Poplar* District Board, or the Pavement thereof, until at least Seven Days previous Notice in Writing of the Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, is given to the Surveyor of the *Poplar* District Board, or left for him at his Office.

Company to
restore
Sewers,
Drains, &c.
under Con-
trol of Poplar
District
Board.

41. The Company shall, to the reasonable Satisfaction of the Surveyor to the *Poplar* District Board, restore all Sewers, Drains, and Gullies in the Streets and public Places under their Control which are broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies.

Railway
Bridge over
Western
Entrance of
Canal (A.)

42. In the event of the Bill introduced into Parliament in the present Session for authorizing the *London and Blackwall* Railway Company to make a Railway in the *Isle of Dogs* being passed into a Law either before or after the passing of this Act, then the Bridge for carrying the Railway over the Western Entrance of the Canal (A.) shall be an Opening Bridge of such Span and Construction as the Two Companies agree on, and shall be worked and regulated by the

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

the *London and Blackwall* Railway Company in such Manner and on such Terms and Conditions as the Two Companies agree on.

43. The Company shall not be empowered to enter upon, take, or use any Part of the *East Ferry Road* or *West Ferry Road* until they shall have made the Deviations in the Line or Course of the said Roads as by this Act authorized, and which said Roads when so diverted shall be vested in "the *Poplar and Greenwich Ferry Company*," except as to the Footpaths thereof, which shall be vested in the Board of Works for the *Poplar* District.

Restricting
Company
from inter-
fering with
East or West
Ferry Roads
until they
are diverted.

44. The Company shall in the Construction and Maintenance of the said Deviations be subject to the following Conditions and Restrictions:

Regulating
Construction
of Diver-
sions of East
and West
Ferry Roads.

1. The Inclination of the *East Ferry Road* when diverted shall not be steeper than One in Forty-five, and it shall be throughout not less than Forty-five Feet wide in the Clear, except across the Bridge which shall be Thirty Feet wide, and it shall be properly drained and fenced:
2. The Inclination of the *West Ferry Road* when diverted shall not be steeper than One in Forty-five, and it shall be throughout not less than Forty Feet wide in the Clear, except across the Bridge which shall be Thirty Feet wide, and it shall be properly fenced and drained:
3. The said *East Ferry Road* when diverted may be carried over the Canal (A.) by means of a Swing or Opening Bridge, and the said *West Ferry Road* when diverted may in like Manner be carried over the Canal (A.):
4. Neither of those Bridges shall be permitted to remain open so that the Passage over the same may be prevented or hindered beyond the Space of Fifteen Minutes at any One Time, and only during such Space when necessary, and immediately after the Expiration of such Fifteen Minutes the Bridge shall be properly closed, secured, and fastened for the free, safe, and commodious Passage of Foot Passengers, Carriages, Carts, Vehicles, Horses, and Cattle, and shall not be again opened when any Carriages, Carts, Vehicles, Horses, or Cattle shall be waiting to pass over the same until the Expiration of Ten Minutes next after the Time when the same shall have been so closed and fastened; and if the Company, their Servants or Workmen, shall neglect or omit to comply with any of the foregoing Provisions, the Company shall for every such Offence, Neglect, or Omission forfeit and pay to the *Poplar and Greenwich Ferry Company* any Sum not exceeding Five Pounds:
5. The said Deviations and the Works connected therewith shall be made, and the Bridges and Fences shall be maintained, by
and

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

and at the Expense of the Company, to the reasonable Satisfaction of the Surveyors for the Time being of the *Poplar and Greenwich Ferry Company*, and the Board of Works for the *Poplar District*; and any Difference which may at any Time arise between them or either of them and the Company shall, at the Expense of the latter, be referred to an Engineer or Surveyor to be appointed on the Application of either Company by the Board of Trade.

Regulating
Alteration of
Manchester
Road.

45. Notwithstanding anything shown on the said Plans and Sections to the contrary, the public Road or Highway called *Manchester Road* shall not be carried over the Canal (A.) by this Act authorized at a greater Inclination than One in Forty, and the said Road shall be properly fenced and drained by the Company to the Satisfaction of the Surveyor of the Board of Works for the *Poplar District*, and shall be carried over the said Canal (A.) by means of an Opening Bridge of the Width of Thirty Feet at the least in the Clear; and the Approaches to the said Bridge shall be made as nearly as conveniently may be in the Line and of the present Width of the said Road: Provided always, that the Company shall, before commencing the said Bridge and Approaches, submit Plans, Elevations, Sections, and all other necessary Particulars of the Construction of the said Bridge and Approaches for the Approval of the Board of Works for the *Poplar District*, and the same shall be made and completed to the reasonable Satisfaction of the said Board or their Surveyor; and the working and Use by the Company of the said last-mentioned Bridge shall be under the like Restrictions, and subject to the like Penalty for Noncompliance in favour of the Board of Works for the *Poplar District*, as herein-before provided with respect to the *East and West Ferry Roads* in favour of the *Poplar and Greenwich Ferry Company*.

Bridge and
Fences in
Manchester
Road to be
maintained
to Satisfac-
tion of Sur-
veyor of
Poplar Dis-
trict Board
of Works.

46. The said Bridge and Fences shall be maintained and kept in good Repair by and at the Expense of the Company to the reasonable Satisfaction of the said Surveyor for the Time being of the Board of Works for the *Poplar District*, and any Difference which may at any Time arise between the said Surveyor and the Company shall, at the Expense of the Company, be referred to an Engineer or Surveyor to be appointed, on the Application of either of the Parties in difference, by the Board of Trade.

Regulating
Mode of car-
rying Dis-
trict Sewers
under Locks.

47. The Company, when it shall be necessary to cut through or in any Manner intercept any or either of the District Sewers, Culverts, or Drains of the Board of Works for the *Poplar District*, shall make and maintain and keep in repair Syphons of the Height of Four Feet Six Inches, and the Width of Two Feet Six Inches, and also proper Sumps

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

Sumps or other Receptacles for collecting the solid Matter passing through the said District Sewers, Culverts, or Drains, and for the Purpose of enabling the said Syphons to be from Time to Time cleansed, and shall do and execute all such other Works as shall be necessary for properly conveying the Sewage passing through the said District Sewers, Culverts, or Drains under the Locks to be constructed by the Company, all such Syphons, Sumps or Receptacles, and other Works to be made, maintained, and kept in repair to the reasonable Satisfaction of the Surveyor for the Time being of the Board of Works for the *Poplar* District, and the said Board of Works, and their said Surveyor, Officers, and Workmen, shall at all reasonable Times have Access to the same.

48. All Expenses and Penalties to be recovered by virtue of this Act by the Board of Works for the *Poplar* District shall be recovered in the Manner prescribed for the Recovery of Penalties by the Acts of the Eighteenth and Nineteenth Years of Her Majesty, Chapter One hundred and twenty, intituled *An Act for the better Local Management of the Metropolis*, and of the Twenty-fifth and Twenty-sixth Years of Her Majesty, Chapter One hundred and two, intituled *An Act to amend the Metropolis Local Management Acts*.

Mode of
Recovery of
Penalties by
the Poplar
District
Board of
Works.

49. And whereas the Works by this Act authorized will interfere with the Mains and Service Pipes of the *East London* Waterworks Company (herein-after called "the *East London* Company"), and in particular the intended Entrances to the Company's Docks from the River *Thames*, as laid down on the said deposited Plans, are respectively intended to be formed and maintained in such Manner as to cut through and intercept the Mains and Pipes of the said *East London* Company laid down and being in *West Ferry Road* and *Manchester Road*, both in the Parish of *All Saints, Poplar*, in the County of *Middlesex*: And whereas the said respective Lines of Mains and Pipes constitute the only Means by which the said *East London* Company supply with Water a considerable Part of the District situate between the Site of the said intended Docks and the River *Thames*, and also between the Site of the said intended Docks and the Works, Docks, and Locks of the *East and West India* Dock Company: And whereas it is just and necessary that due Provision should be made with reference to the future Water Supply of the said Districts, and that convenient and sufficient Means of conveying Water thereto should be secured to the said *East London* Company by and at the Expense of the Company:] Therefore for such Purpose and Object it shall be lawful for the Company and they are hereby required, at their own Expense, and according to Plans, Sections, and Specifications in Writing, defining Dimensions of Works and Materials to be used

Mains of
East London
Waterworks
Company
cut through,
&c. to be re-
constructed
by the Com-
pany.

[*Local.*]

41 Y

therein,

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

therein, to be previously submitted to and approved by the principal Engineer of the said *East London Company*,—

First, to construct under the said intended new Cut or Junction, and in the Lines of *West Ferry Road* and *Manchester Road* aforesaid, or of the Roads to be substituted for each or either of the said Roads, a Culvert or covered Way not less than Three Feet Six Inches high and Five Feet wide in the Clear, and the same to be laid down and formed at such a Level as to allow a Stratum or Thickness of Soil to intervene between the Back of the Crown of the Arch thereof and the under Surface of the lower Works of the said intended Lock, Docks, Basin, or Works sufficient to protect the said Culvert or Tunnel from all Danger or Mischief by Subsidence of any Part of the said intended Works of the Company, or otherwise by reason thereof, and the same Culvert, covered Way, or Tunnel shall ever thereafter be maintained in good Order and Condition by and at the Expense of the Company, the said *East London Company* and their Servants and Agents having at all Times free Access thereto to inspect and view the State and Condition thereof, and also to inspect and view, and, if need be, to alter, repair, and amend or renew, the Mains or Pipes and other Works of the said *East London Company* for the Time being in and near the same :

Secondly, to construct and lay down in each such Culvert, in the room and place of so much of the said Mains of the said *East London Company* in *West Ferry Road* and *Manchester Road* aforesaid respectively as shall be displaced or interfered with by the said Company, Two Lines of Main Pipes of the internal Diameter of Fifteen Inches, to become and to be thereafter the sole and absolute Property of the said *East London Company*, and to be connected at the respective Ends thereof with the existing Mains of the said *East London Company* there, and to be so constructed and adapted, and furnished with fit Apparatus and Conveniences, as that the same may, according to the Option of the said *East London Company*, be shut off at both Ends, or left free for the Conveyance of Water across the Line of the said intended new Locks, Docks, and other Works ; and the whole of the said substituted Mains or Pipes to be completely finished and fit for use within Six Calendar Months from the Time at which the Company shall first interfere with the said existing Mains :

Thirdly, if at any Time hereafter any Canal, Cut, Lock, or other Communication shall be made between any of the Works by this Act authorized and the Docks or Works of the Dock Company, to construct under any such Canal, Cut, Lock, or other Communication a Culvert or covered Way similar in all respects to the Culvert or covered Way first herein-before provided, and
the

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

the same shall ever thereafter be maintained in good Order and Condition at the Expense of the Company, the said *East London* Company and their Servants and Agents having the like Access thereto and for the like Purposes as herein-before provided :

Fourthly, before interrupting the Passage of the said *East London* Company's Supply by their said Mains in *West Ferry Road* and *Manchester Road* aforesaid, or either of them, to construct, and, until the entire Completion in a State fit for Use of the Works herein authorized and required on behalf of the said *East London* Company, at the Expense in all things of the Company, to maintain in good working Order and Condition such Mains or Pipes with Connexions, Cocks, and Appliances across the Line of the said intended Cuts, Locks, Entrances, or Basins, as the Case may be, of the Company as shall conveniently and sufficiently provide, during the Construction of the same Cuts, Locks, Entrances, or Basins, for the Conveyance of Water by the said *East London* Company to the said District situate between the intended Cuts, Locks, Entrances, and Basins and the River *Thames*, and between the said same intended Cuts, Locks, Entrances, and Basins and the Locks, Docks, Cuts, and Works of the *West India* Dock Company.

50. The Company shall execute and complete the several Works herein authorized and required on behalf of the said *East London* Company to the reasonable Satisfaction of the principal Engineer of the said *East London* Company.

Works to be done to the Satisfaction of Engineer of Waterworks Company.

51. If any Interruption whatsoever in the Supply of Water by the *East London* Company shall be in any way occasioned by the Company, or by any Act or Omission of them, or of their Contractors, Agents, Workmen, or Servants, or of any Person or Persons in their Employ, the Company shall forfeit and pay to the *East London* Company for their Use and Benefit the Sum of Fifty Pounds for every Hour during which such Interruption shall continue, such Sum to be recovered by the *East London* Company in any Court of competent Jurisdiction.

Penalty for interrupting the Supply of Water.

52. Notwithstanding anything in this Act contained, the Company shall be responsible for, and make good to the *East London* Company, all Costs, Losses, Damages, and Expenses which may be occasioned to the *East London* Company, or to any of the Mains, Pipes, Plugs, Apparatus, Property, Works, and Conveniences thereof, or to the Supply of Water by the *East London* Company, or to any Person or Persons now or at any Time hereafter to be supplied by them, or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any

Company to pay all Damages sustained by *East London* Waterworks Company.

of

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

of their Contractors, Agents, Workmen, or Servants, or any of the Persons in their Employ, or of their Contractors or others, and the Company shall effectually indemnify and hold harmless the *East London* Company from all Claims and Demands upon or against them by reason of such Execution or Failure of any such Act or Omission.

Saving the Rights of the *East London* Waterworks Company.

53. Provided always, That (save and except as by this Act is otherwise provided) nothing in this Act contained shall be deemed or construed to alter, diminish, derogate from, or otherwise prejudicially affect the Powers, Authorities, and Privileges of the said *East London* Company under and by virtue of any Act relating to that Company now in force, or which shall be passed in the present Session of Parliament, or in any Act incorporated therewith respectively, or otherwise, but all such Powers, Authorities, Rights, and Privileges (save and except as aforesaid) shall and may be used, exercised, and enjoyed by the said *East London* Company in as full and ample a Manner as if this Act had not been passed.

Period for Completion of Works.

54. The Canals and other Works by this Act authorized, and shown on the deposited Plans and Sections, shall be completed within Five Years after the Commencement of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for the making of the Canals and those other Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed: Provided that the Company from Time to Time may make any Alterations and Improvements of and Works and Conveniences incidental to the Works respectively completed within the Five Years.

Expiration of Period of Completion not to prevent Erection of Buildings, &c.

55. Notwithstanding the Period by this Act limited for the Completion of the Canals and Works has expired, nothing in this Act contained shall prevent the Company from erecting and providing from Time to Time on Land of the Company additional Warehouses, Buildings, Yards, Works, and Conveniences, or from altering, enlarging, or improving in Land of the Company their Quays or Wharfs, or the Water Space of their Canals, Basins, Cuts, or Entrances, but the same Powers may be exercised by the Company in that Behalf as could be exercised by them before the Expiration of that Period.

Agreements between Company and Dock Company.

56. The Company and the Dock Company, with the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary Meeting of each Company respectively specially convened for the Purpose, from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental and accessory thereto, as the

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

the Two Companies from Time to Time think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the Two Companies think fit.

57. The Purposes for which the Company and the Dock Company from Time to Time may enter into and carry into effect Agreements and Arrangements comprise the following Purposes; (that is to say,)

Purposes of Agreements between Company and Dock Company.

(A.) The making by the Company and the Dock Company, or One of them, of a Connexion between the Company's Canal and Works and the Timber Dock of the Dock Company:

(B.) The User from Time to Time by the Company and the Dock Company, and each of them respectively, of the Connexion so made, and the Works and Conveniences belonging thereto:

(C.) The User by the Dock Company of all or any Part of the Graving Docks and other Works and Conveniences of the Company.

58. The Canals, Basins, Cuts, and Entrances, Quays, Wharfs, and other Works, Warehouses, Buildings, and Lands of the Company shall be within and form Part of the Port of *London*.

Canals, &c. Part of Port of London.

59. Provided always, That all Lighters and Craft entering into the Canals, Basins, or Cuts, to discharge or receive Ballast or Goods to or from on board of any Ship or Vessel lying therein, shall be exempt from the Payment of any Rates so long as such Lighter or Craft shall be *bonâ fide* engaged in discharging or receiving such Ballast or Goods as aforesaid, and also all such Ballast or Goods so discharged or received shall be exempt from any Rate or Charge whatsoever.

Lighters, &c. free from Rates in certain Circumstances.

60. The Provisions of any Metropolitan Building Act from Time to Time in force do not extend or apply to any Building of the Company.

Metropolitan Building Acts do not apply to Company's Buildings.

61. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed to any Sewers Rate, Main Drainage Rate, Church Rate, or General Purposes Rate, they shall from Time to Time, until the Works are completed and assessed or liable to be assessed to the respective Rate, be liable to make good the Deficiency in the Assessment for the respective Rate by reason of those Lands being taken or used for the Purposes of the Works, and the Deficiency shall be computed according to the Rental at which those Lands with any Buildings thereon are now rated, and

Local Rates to be made good.

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

on Demand the Company shall pay the Deficiency to the Collector of the respective Rate.

Company to
manage
Canals and
Works.

62. The Company, in accordance with the Provisions of this Act, from Time to Time may maintain, manage, regulate, direct, work, and use their Canals, Basins, Cuts, and Entrances, Quays, Wharfs, Piers, and Jetties, Warehouses, Buildings, Works, Yards, Lands, and other Property, and make and maintain such Alterations, Enlargements, and Improvements of their Works, as they think fit.

Free Access
for Officers
of Customs
to Canals and
Works.

63. All Officers of Customs, being in the Execution of their Duty, shall at all Times, by Day and Night, have free Ingress and Egress into and out of the Canals, Basins, Cuts, Entrances, Quays, Wharfs, Works, and Lands of the Company, and through the Locks and Gates thereof, and may freely pass and repass, with their Vessels and Boats, at all Times when the State of the Tide and Water Communication will admit, without any Payment for so doing.

Power to
Company to
appropriate
Parts of
Canals and
Works for
particular
Trades.

64. If and when the Company think fit, they may for such Time or from Time to Time, as they think fit, appropriate and set apart any Part of their Canals, Basins, Quays, Wharfs, Warehouses, Yards, Works, and Lands for the Accommodation of any particular Trade, and from Time to Time may add to or alter, as they think fit, the Accommodation so provided, and the Premises so from Time to Time appropriated shall be used during that Time for the Purposes of the particular Trade accordingly.

Power to
Company to
limit Time
for Vessels
to remain
in Canals,
&c.

65. The Company from Time to Time, by any Byelaw, may fix any Time after which any Vessel shall not be permitted to remain in any of the Canals, Basins, Cuts, or Entrances of the Company, or near to any Works of the Company within the Limits of the Authority of the Canal-master.

For prevent-
ing Obstruc-
tion on
Quays, &c.

66. No Goods or other Things shall be permitted to remain on, and no Obstruction shall be caused to, any of the Quays, Wharfs, Piers, Jetties, Tramways, or other Ways or Works of the Company; and whenever any Obstruction thereto is caused, the Company may remove the Goods or Things causing the Obstruction, and detain the same until the Expenses of Removal and Detention be paid by the Owner or Person having Charge of the Goods or Things; and if the Expenses be not paid within Seven Days after Demand, or if the Owner or Person in charge cannot be found, the Company may sell the Goods or Things, and pay themselves the Expenses of Removal, Detention, and Sale, rendering on Demand the Surplus, if any, of the Proceeds of Sale and the unsold Goods or Things, if any, to the Person appearing to them to be entitled thereto.

67. Every

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

67. Every Person who shall commit any of the Offences next herein-after enumerated shall for every such Offence forfeit to the Company a Sum not exceeding Five Pounds; that is to say, Penalties on certain Offences.

(A.) Every Person who shall bathe in the Canal so as to offend against public Decency, or wilfully injure the Property of the Company, or throw into the Docks, Canal, or Side Drains any Dog or other Animal;

(B.) Every Person who shall throw or put or cause or suffer to fall or flow into the Docks or Canal, or on to the Works, any Ballast, Earth, Ashes, Stones, Rubbish, Dirt, Refuse, or Filth, or any Washing or other Substance which shall be used or produced in making or supplying Gas, or who shall cause or suffer the Water of any Sink, Sewer, or Drain, Steam Engine Boiler, Manure Heap, or other filthy Water belonging to him or under his Control, to run or be brought into the Docks or Canal, or on to the Works, or shall do any other Act whereby the Water of the Docks or Canal shall be fouled;

And every such Person shall forfeit a further Sum of Twenty Shillings for each Day, if more than One, that any such Offence shall be continued.

68. The Company from Time to Time may appoint and remove such Canal-master, Weighers, Meters, Collectors, Constables, Officers, and Servants as the Company deem requisite for the Execution of any of the Purposes of this Act, and may determine their respective Duties, Regulation, and Remuneration; and the Expression "Canal-master" in this Act includes Assistant Canal-masters. Appointment of Canal-master and other Officers.

69. The Limits of the Authority of the Company's Canal-master are the Canals, Basins, Cuts, Entrances, Quays, Wharfs, Jetties, Locks, and other Works, and the Yards and other Lands from Time to Time of the Company, and all Parts of the River *Thames* within a Radius of One hundred Yards from the Centre of the Gates at each Entrance from the River *Thames* to the Canal (A.) by this Act authorized. Limits of Authority of Canal-master.

70. Provided that the Jurisdiction of the Conservators of the River *Thames* and of the Harbour-masters of the Port of *London* respectively within the Limits of the Authority of the Company's Canal-master shall not be lessened, prejudiced, or interfered with by this Act, but shall not, so far as respects Vessels passing in or out of any Entrances of the Company from the River *Thames*, or with respect to the Removal of Vessels obstructing any such Entrance, be exercised to the Prejudice of the Authority by this Act conferred on the Canal-master. Powers of Conservators and Harbour-masters of Port of London within those Limits.

71. The Company from Time to Time may provide on any of their Lands, or may take on Lease or hire elsewhere, such Dwelling Houses Dwellings for Officers.

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

Houses and Offices for their Officers, Servants, or Workmen as the Company think fit, and may permit the same to be occupied accordingly, with or without Payment of any Rent for the same, and on such Terms and Conditions, as the Company think fit.

Power to
Constables
to go on
board
Vessels.

72. Every Constable on Duty at any of the Canals or Works of the Company having just Cause to suspect that any Felony has been or is about to be committed on board any Vessel in the Canals, Basins, Cuts, or Entrances, or elsewhere within or near to the Company's Works, may, with such Assistance as he thinks requisite, enter at all Times, as well by Night as by Day, in and upon every such Vessel, and search the same, and take all necessary Measures for the effectual Prevention or Detection of all Felonies which he has just Cause to suspect have been or are about to be committed, and apprehend and detain all Persons suspected to be concerned in the Felonies, and also all Property suspected to be feloniously stolen, and produce the same before some Justice.

Power to
Company to
grant
Licences for
Deposit at
Wharfs, &c.

73. The Company from Time to Time may license any Person to deposit any Animals or Things on any Part of the Wharfs, Quays, Yards, or Lands of the Company, and may license any Person to have the Occupation and User of any Part of their Wharfs, Quays, Warehouses, Buildings, Yards, Works, and Lands for any other Purpose which the Company think fit; and every such Licence may be for such Time, and on such Terms and Conditions, pecuniary and otherwise, as the Company think fit, and being in Writing under the Hand of their Secretary shall be as effectual as if it were in Writing under their Seal.

Power to
Company to
lease Wharfs,
&c. for Pur-
poses con-
nected with
their Under-
taking.

74. The Company from Time to Time may let or lease for any Term of Years, or by the Year, or for any shorter Period, any Part of the Wharfs, Quays, Landing Places, Yards, Manufactories, Erections, or Buildings made or provided by them, and adjoining to or abutting upon their Canals, Basins, Cuts, and Works, and any Part of the Lands acquired by them under the Authority of this Act; and the Lettings and Leasings respectively may be to such Persons, for such Purposes connected with the Undertaking of the Company, for such Sums in gross, and annual and other Rents and Payments respectively, and on such Terms and Conditions whatsoever, as the Company think fit.

Power to
Company to
sell Lands.

75. The Company at any Time or Times may sell and convey or otherwise dispose of all or any of the Lands from Time to Time acquired by them under this Act, and not forming Part of the Water Space of the Canals, Basins, Cuts, or Entrances, or other Works, to such Persons, for such Considerations, upon such Terms and Conditions, and generally in such Manner in all respects, as the Company think proper, and in the meantime those Lands shall remain vested in

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

in the Company for the Purposes of their Undertaking: Provided that the Purchase Monies arising from all such Sales shall be paid to the Treasurer of the Company, and his Receipt in Writing shall be a sufficient Discharge for the same, and those Monies, so far as is requisite, shall be applied in or towards Discharge of the Mortgage Debt of the Company, and the Surplus, if any, thereof, after the Discharge of that Debt, shall be applied for Purposes to which Capital raised under this Act is applicable, and in such Manner as the Company think fit: Provided also, that the Purchaser of any of those Lands shall not acquire as the Assign of the Company any of their Statutory Powers or Authorities under this Act, and the Right to exercise any of those Powers or Authorities shall not be deemed to be in any way annexed to the Ownership of any of the Lands so sold or disposed of.

76. The Company from Time to Time may demand and take in respect of all Vessels entering, leaving, or using their Canals, Basins, Cuts, or Entrances, according to the Tonnage or Burden of the Vessels, such reasonable Sums as Tonnage Rates as the Company from Time to Time think fit and appoint.

Tonnage
Rates on
Vessels.

77. The Tonnage Rates by this Act authorized shall be payable and paid to the Company by the Master or Owner of the Vessel in respect whereof they are payable, and, if and where the Company think fit, shall be paid before the Vessel is permitted to leave the Company's Canals or Works.

Payment of
Tonnage
Rates.

78. The Company from Time to Time may demand and take in respect of all Animals and Things shipped or unshipped, or transshipped, received, or delivered, at or from or on their Canals, Basins, Cuts, or Entrances, Quays, Wharfs, Piers, Jetties, or other Works, such reasonable Sums as Wharfage Rates as the Company from Time to Time think fit and appoint, not exceeding the Amount of the Wharfage Rates for like Animals and Things from Time to Time usually demanded and taken at the *London* and *Saint Katharine* Docks in the Port of *London*.

Wharfage
Rates on
Goods.

79. Provided that no Tonnage Rate or Wharfage Rate by this Act authorized shall be payable in respect of any Ballast Lighter or Ballast where the Ballast Lighter does not remain in any of the Company's Canals, Basins, Cuts, or Entrances more than Twelve Hours at a Time.

Exemption
of Ballast
Lighters,
&c. from
Tonnage
Rates, &c.

80. The Company from Time to Time may agree with the Owner or Master of any Vessel using the Company's Canals or Works for the Payment of a fixed Sum payable in advance, as a Composition by the Year or shorter Period, for the Tonnage Rates payable in respect of the Vessel during the Period of the Composition, and with

Power to
compound
for Tonnage
and Wharf-
age Rates.

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

the Owner or Consignor or Consignee of any Goods or Class of Goods exported or imported, or exported and imported, into or from the Company's Canals and Works, for the Payment of a fixed Sum payable in advance, as a Composition by the Year or shorter Period, for the Wharfage Rates payable in respect of all or any of the Goods or Class of Goods so exported or imported, or exported and imported, during the Period of the Composition.

Equality of
Composition.

81. Provided that if the Company make any such Agreement by way of Composition, the Owners or Masters of all other like Vessels using in like Circumstances the Company's Canals and Works, and the Owners or Consignors or Consignees of all other like Goods or Classes of Goods in like Circumstances exported or imported, or exported and imported, into or from the Company's Canals and Works, may respectively compound for the Tonnage Rates, or, as the Case may be, the Wharfage Rates payable by them respectively, on like Terms and Conditions as are contained in the respective Agreement by way of Composition, and for the like Period, and the Company shall accept the respective Composition accordingly, to the Intent that the Rates respectively be not compounded for partially, or in favour of any particular Party.

Rates for
Graving
Docks.

82. The Company from Time to Time may demand and take in respect of all Vessels going into or using any of their Graving Docks such reasonable Rates as the Company from Time to Time think fit and appoint; and the Expression "Graving Dock" in this Act means and includes Graving Docks, Patent Slips, Gridirons, Saucers, and other Works for like Purposes.

Charges for
Services by
Company at
Canals, &c.

83. The Company from Time to Time may make such reasonable Charges as they think fit for Services rendered by them in respect of shipping, unshipping, trans-shipping, landing, relanding, housing, unhousing, weighing, coopering, sampling, piling, unpling, loading, unloading, receiving, delivering, repairing, protecting, and watching Goods, and for any other Services with respect to Goods shipped, or unshipped, or trans-shipped, or warehoused, or deposited at their Canals, Basins, Cuts, or Entrances, Quays, Wharfs, Pier, Jetties, or other Works, and the Company may render any of those Services when they think proper.

Rates pay-
able when
Canal, &c.
fit for Use.

84. The several Rates by this Act granted shall respectively become payable when and so soon as the Canals, Basins, Cuts, or Entrances, Quays, Wharfs, Piers, Jetties, or other Works in respect of which the same are payable can be used for the Reception or Accommodation of Vessels or Goods, or for other Use.

Differences
as to Rates
determinable
by Justice.

85. Where any Collector of any Rate by this Act authorized, and any Person liable to pay the Rate, differ with respect to the Amount of

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

of the Rate payable, every such Difference shall be referred to any Justice for his Decision as to the Rate to be paid, and his Decision thereon shall be final and binding on all Parties interested.

86. If Default be made in Payment to the Company of any Rate or Charge with respect to any Goods at, on, or in their Canals, Basins, Cuts, or Entrances, Wharfs, Quays, Warehouses, or other Works, Yards, or Lands, the Company (first paying the Customs Duties and Inland Revenue Duties, if any due and payable thereon) may detain and sell the Goods or any Part thereof, and after retaining the Amount so paid may retain for themselves the Rates or Charges so due and payable to them, and the Expenses of Detention and Sale, and, in the next place, the Company, if they have received due Notice in Writing that the Freight due on the Goods is unpaid, shall retain and pay on Demand to the Person entitled thereto the Amount of the Freight due on the Goods, or so much thereof as the Money in the Hands of the Company will meet, rendering on Demand the Surplus (if any) of the Proceeds of Sale, and such (if any) of the Goods as remain unsold, to the Person appearing to them to be entitled thereto: Provided that the Company, if they do not sell the Goods, or if the Proceeds of the Sale thereof be insufficient, may recover the Amount of the Rates, Charges, and Expenses due and payable to them, or the Balance thereof, in any Court of competent Jurisdiction.

Power for
Company to
recover
Rates and
Charges for
Goods by
Sale, &c.

87. Provided that, except with respect to Goods of a perishable Nature, which in the Judgment of the Company would be materially lessened in Value by being retained by them, and which they accordingly may forthwith sell, the Company shall not so sell any Goods until after the Expiration of Six Months after the Time at which the Goods were unshipped or delivered at their Canals or Works.

Restriction
as to Time of
Sale.

88. The Company, after they shall have commenced the Works by this Act authorized, shall be liable to pay and shall pay to *Nathaniel John Fenner* and *Robert Francis Fairlie*, and their respective Executors, Administrators, and Assigns, such Sums and at such Times and in such Manner as may be awarded to them by *William Jackson* Esquire, of *Birkenhead*, or, in case of his Death before making such Award, by the President for the Time being of the Institution of Civil Engineers, as Compensation for Services rendered by them in or about the Undertaking of the Company.

Providing
for Com-
pensation
to Messrs.
Fenner and
Fairlie.

89. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Jurisdictions, Franchises, Rights, Powers, or Privileges of the Admiralty or of the Board of Trade.

Saving
Rights of
Admiralty
and Board of
Trade.

90. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Dues, or Property of the *Trinity House* of *Deptford Strond*.

Saving
Rights of
Trinity
House.

91. Nothing

Millwall Canal, Wharfs, and Graving Docks Act, 1864.

Saving
Rights of
Conserva-
tors of River
Thames.

91. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Saving
Rights of
Watermen's
Company.

92. Except as is by this Act expressly provided, and as is from Time to Time necessary for the making, maintaining, and using of the Canals and Works by this Act authorized, and the Execution of this Act, nothing in this Act contained shall take away, lessen, prejudice, or affect any of the Rights, Privileges, or Franchises of the Master, Wardens, and Commonalty of Watermen and Lightermen of the River *Thames*.

Saving
Rights of
Metropolitan
Board of
Works and
Poplar Dis-
trict Board
of Works.

93. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Powers, Privileges, and Authorities of the Metropolitan Board of Works, or of the *Poplar* District Board of Works.

Saving
Rights of
Dock Com-
pany.

94. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, or Privileges of the Dock Company.

Saving
Rights of
Poplar and
Greenwich
Ferry Com-
pany.

95. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, and Privileges of the *Poplar and Greenwich* Ferry Company.

Canals, &c.
not exempt
from Pro-
visions of
present and
future
General
Acts.

96. Nothing in this Act contained shall exempt the Company's Canals and Works from the Provisions of any present or future General Act relating to Docks or to Dues on Merchant Shipping, or from any future Revision or Alteration, under the Authority of Parliament, of any Rates or Charges by this Act authorized to be taken by the Company in respect of their Canals or Works.

Expenses of
Act.

97. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.