



ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 195.

An Act for making and maintaining a navigable Canal from the Grand Junction Canal in the Parish of *Paddington*, to the River *Thames* in the Parish of *Limehouse*, with a Collateral Cut in the Parish of *Saint Leonard, Shoreditch*, in the County of *Middlesex*.
[13th July 1812.]

WHEREAS the making and maintaining of a navigable Canal for Boats, Barges, and other Vessels from and out of the Grand Junction Canal, in the Parish of *Paddington*, in the County of *Middlesex*, to communicate with the River *Thames* in the Parish of *Limehouse*, in the same County, and also the making and maintaining a certain navigable Collateral Cut from and out of a Part of the said Canal in the Parish of *Saint Leonard, Shoreditch*, in the said County of *Middlesex*, near a certain Lane in the same Parish called *Hyde Lane*, into and through other Parts of the same Parish, to terminate at or near a Place called *Aske Terrace*, in the same Parish, will greatly facilitate and render more convenient and less expensive than at present the Conveyance of all Kinds of Goods, Wares, and Merchandize, not only to and from the several Parishes, Towns, or Places near the Lines of such Canal and Cut, but also to and from the Port of *London* and other Parts of the United Kingdom, and will be of great public Utility; but as such Canal and Cut cannot be made without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the

[Loc. & Per.]

47 I

Authority

Authority of the same, That the Right Honourable *Francis Charles Seymour*, commonly called the *Earl of Yarmouth*, the Right Honourable *Robert Spencer*, commonly called *Lord Robert Spencer*, the Right Honourable *Robert Seymour*, commonly called *Lord Robert Seymour*, the Right Honourable Lady *Saint John*, the Right Honourable *Sylvester Lord Glenberrie*, the Right Honourable *Richard Fitzpatrick*, the Honourable *George Charles Agar*, the Right Honourable *Thomas Steele*, the Right Honourable *William Bagwell*, Dame *Maria Susannah Liddell*, Wife of Sir *Thomas Henry Liddell* Baronet, Dame *Jane Ibbetson* Widow, Sir *Thomas Bernard* Baronet, Sir *Thomas Baring* Baronet, Sir *Robert Bateson Harvey* Baronet, Sir *Richard Neave* Baronet, Sir *Charles Blicke* Knight, *William Dacre Adams*, *John Alexander*, *Alexander Anderson*, *John Julius Angerstein*, *Stephen Atkinson*, *John Bateman*, *James Baker*, *Francis Baker*, *Robert Barclay*, *William Belcher*, *James Richard Benson*, *John Birch*, *Thomas Birch D. C. L.*, *Barrington Pope Blackford*, *George Frank Blakiston D. D.*, *Ann* Wife of *John Blackburn*, *Benjamin Bloomfield*, *John Yardley Bradford*, *James Brogden*, *Samuel Brooke*, *Henry Brooksbank*, *Stamp Brooksbank*, *Augustus Browne*, *Barwell Browne* the younger, *Richard Henry Budd*, the Reverend *William Holwell Carr*, *Richard Chapman*, *Richard Chapman* the younger, *Peter Christie*, *Richard Clay*, *Barnard Cranstoun Cocker*, *Thomas Collier*, *Harvey Combe*, *Philip Constable*, *William Cordell*, *Peter Coxe*, *Edward Dudley*, *Hew Dalrymple*, *Dominick Daly*, *Henry Dawkins*, *Joseph Delafield*, *Thomas Dickason* the younger, *Robert Dover*, *John Draper*, *John Drinkwater*, *Joseph Jefferies Evans*, *Lyndon Evelyn*, *Francis Fladgate*, *Eleanor Fonblanque*, *Edmund Ford*, the Reverend *William Garnier*, *Alexander Glennie*, *William Gordon*, *Edward Gray*, *John Gray*, *Walker Gray*, *James Hall*, *William Hallett*, *Robert Hamilton D. D.*, *Thomas Philip Hampton*, *Thomas Harris*, *Thomas Hattam*, *Edward Hilliard*, *William Hobson*, *William Hodder*, *John Holland*, *Moses Hoper*, *David Hughes D. D.*, *Robert Hunter*, *George Jones*, *William Jones*, *John Irving*, *John Irwin*, *Thomas King*, *Francis Knight*, *Walburga Lackner*, *John Lafont*, *John Pascal Larkins*, *George John Legh*, *Henry Littledale*, *George Lumley*, *Henry Luttrell*, *Marcus Lynch* the younger, *James Mackenzie*, *William Mair*, *Robert Marshall*, *John Martin*, *Kendar Mason*, *John Maud*, *William Mills*, *Alexander Milne*, *William Mitford*, *Charles Monro*, Reverend *Hans Sanders Mortimer*, *Thomas Mallett*, *Frederick Mullett*, *John Nash*, *Mary Ann* Wife of *John Nash*, *George Nettleship*, *Thomas Oliver*, *Thomas Oliver* the younger, *William Packer*, *William Pain*, *James Pain* the younger, *Thomas Palmer*, *Philip Palmer*, *Edward Parkins*, *John Parton*, *Joseph Ashby Partridge*, *Thomas Patherus*, *Samuel Peploe*, *Robert Polhill*, *William Stephen Poyntz*, *Mary Rankin*, *Joseph Hughes Rann*, *Sarah Rann*, *John Ratcliff*, *George Repton*, *William Rhodes*, *Frederick Lemon Rogers*, *William Simons*, *John Sims*, *Emmott Skidmore*, *Culling Charles Smith*, *William Sotheby*, *James William Steuart*, *William Stevens*, *William Surtees*, *James Sutton*, *Charles William Taylor*, *Vickeris Taylor*, *Garnet Terry*, *George Thornhill*, *Tomkyns Hilgrove Turner*, *Samuel Turner*, *Robert Turner*, *Alexander Urquhart*, *Francis Valentine*, *Richard Valpy D. D.*, *Jasper Vaux*, *John Wadmore*, *George Ward*, *George Henry Ward*, *William Ward*, *Augustus Warren*, *Samuel Whitbread*, *John White*, *M. Williams*, *William Wingrove*, *Lewis Wolfe*, *John Woodcock*, *Robert Woody M. D.* and their respective Successors, Executors, Administrators, and Assigns, or such of them as shall from Time to Time be possessed of any Share or Shares in the Navigation and Undertaking hereby authorized to be

Proprietors
united into a
Company.

made and carried on, and also such other Person or Persons as shall from Time to Time be possessed of any Share or Shares therein, shall be, and they are hereby accordingly united into a Company, for the carrying on, making, completing, and maintaining the said intended navigable Canal and Cut for Boats, Barges, and other Vessels, according to the Rules, Orders, and Directions herein-after expressed, and for that Purpose are and shall be one Body Politic and Corporate, by the Name of *The Company of Proprietors of the Regent's Canal*, and by that Name shall have perpetual Succession and a Common Seal, and by that Name shall and may sue and be sued, and shall also have full Power and Authority to purchase and hold Lands, Tenements, and Hereditaments, to them, their Successors, and Assigns, for the Use of the said Navigation and Undertaking, and also to sell or dispose of any of the Lands, Tenements, or Hereditaments, to be purchased by them, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain; and that it shall be lawful for the said Company of Proprietors hereby incorporated, and they are hereby fully authorized and empowered from and after the passing of this Act, by themselves, or by their Deputies, Agents, Officers, Workmen, or Servants, to make and maintain a Canal to be called *The Regent's Canal*, and to be navigable and passable for Boats, Barges, and other Vessels from and out of the Grand Junction Canal in the Parish of *Paddington*, in the said County of *Middlesex*, near the first of the public Road Bridges across the said Grand Junction Canal in the said Parish of *Paddington*, upon the Turnpike Road from *London* to *Harrow-on-the-Hill*, in the said County of *Middlesex*, into and through the several Parishes, Townships, Hamlets, or Places of *Paddington*, otherwise *Saint Mary Paddington*, *Saint Mary Borne* otherwise *Saint Mary-la-bonne*, otherwise *Mary Bone*, *Saint Pancras*, *Kentish Town*, *Camden Town*, *Pentonville*, *Saint James Clerkenwell*, *Islington*, otherwise *Saint Mary Islington*, *Newington Green*, *Kingsland Green*, *Saint Leonard Shoreditch*, *Hoxton*, *Hackney*, otherwise *Saint John Hackney*, *Cambridge Heath*, *Saint Matthew Bethnal Green*, *Mile End Old Town*, *Saint Dunstan Stebon Heath*, otherwise *Stepney*, *Saint George's Ratcliffe Highway*, otherwise *Saint George's in the East Ratcliffe*, and *Saint Anne's Limehouse*, otherwise *Limehurst*, all in the said County of *Middlesex*, to join and communicate with the River *Thames*, in the Parish of *Saint Anne Limehouse*, otherwise *Limehurst* aforesaid; and also to make and maintain a navigable Collateral Cut, from and out of a Part of the said Canal, in the said Parish of *Saint Leonard Shoreditch*, in the said County of *Middlesex*, near a certain Lane in the same Parish called *Hyde Lane*, into and through the same Parish, or some Part or Parts thereof, to terminate at or near a Place called *Aske Terrace*, in the same Parish, and to supply the said intended Canal and Collateral Cut respectively whilst making, and at all Times for ever after the same shall have been made, with Water from all such Brooks, Springs, Streams, Rivers, Rivulets, Waters, and Watercourses, which shall flow or be found in digging or making the said Canal and Collateral Cut respectively, or within the Distance of One hundred Yards from any Part of the said Canal and Collateral Cut, or either of them, or from any Reservoir or Reservoirs which shall belong thereto; and also to erect, make, and maintain at, upon, in, to, or through such Place or Places, such Fire or Steam Engines, or other Machines, and such Reservoirs, for supplying with Water the said Canal and Collateral Cut respectively, or either of them, or any Part or Parts thereof,

Their Corporate Name.

Power to make a Canal, &c. to be called "The Regent's Canal."

General Powers for effecting the Purposes of the Act.

or

or any Mill which may be affected in consequence of this Act, and also such and so many Soughs, Tunnels, Archways, Feeders, Aqueducts, and Channels for supplying the said Fire or Steam Engines, Reservoirs, Canal, and Collateral Cut, and Mills with Water, and for conveying Water from such Reservoirs to the said Canal and Collateral Cut, as by the said Company of Proprietors hereby incorporated shall be deemed necessary and proper; and also to supply the said Canal and Collateral Cut whilst making, and at all Times for ever after the same shall have been made, with Water from the River *Thames*, and also to erect, make, and maintain at, into, or through the several Parishes, Townships, Hamlets, or Places of *Chelsea, Saint Luke Chelsea, Kensington, Saint Margaret Westminster, Saint Martin in the Fields, Saint George Hanover Square, Knightsbridge, Bayswater, and Paddington* otherwise *Saint Mary Paddington*, all in the said County of *Middlesex*, such Fire or Steam Engines, or other Machines, and such Reservoirs, Channels, and Feeders for supplying with Water from the said River *Thames* the said Canal and Collateral Cut, or either of them, or any Part or Parts thereof, or any Mill which may be affected in consequence of this Act, and also such and so many Soughs, Tunnels, Headways, Archways, Feeders, Aqueducts, and Channels, for supplying the said Fire or Steam Engines, Reservoirs, Canal, and Collateral Cut, and Mills with Water from the said River, and for conveying Water from such Reservoirs, to the said Canal and Collateral Cut as by the said Company of Proprietors hereby incorporated shall be deemed necessary and proper; and also to erect and make at, in, to, or through the several Parishes, Townships, Hamlets, or Places of *Friarn Barnett*, otherwise *Barnet Friar, Tottenham, Finchley, Hornsey, Highgate, Hampstead, Islington*, otherwise *Saint Mary Islington, Saint Pancras, Kentish Town*, and *Saint Mary Borne*, otherwise *Saint Mary-la-bonne*, otherwise *Mary Bone*, all in the said County of *Middlesex*, such Fire or Steam Engines, or other Machines, and such Reservoirs for supplying with Water the said Canal and Collateral Cut, or either of them, or any Part or Parts thereof, or any Mill which may be affected in consequence of this Act; and also such and so many Soughs, Tunnels, Archways, Feeders, Aqueducts, and Channels for supplying the said Fire or Steam Engines, Reservoirs, Canal, and Collateral Cut, and Mills with Water, and for conveying Water from such Reservoirs to the said Canal and Collateral Cut, as by the said Company of Proprietors hereby incorporated shall be deemed necessary and proper, and also to supply with Water such last-mentioned Feeders and Aqueducts from all the Brooks, Streams, Springs, Rivulets, Waters, and Watercourses, which are or shall be found in, under, or upon any Commons or Wastes, situate in any of the said last-mentioned Parishes, Townships, Hamlets, or Places; and also for effecting the several Purposes aforesaid, within the several Limits aforesaid, to cleanse, scour, cut, dig, open, deepen, enlarge, or straiten the Stream, Springs, Brooks, or Watercourses, which come or may be brought into, or communicate respectively with the said Canal and Collateral Cut, Feeders, and Aqueducts, and to dig, cut, or raise the Banks of any of the said Streams, Springs, Brooks, or Watercourses, for bringing Water into the said Canal and Collateral Cut, or either of them, and to make such proper Trenches or Passages for Water, in, upon, or through the Lands or Grounds adjoining or near to the said Canal, Collateral Cut, Feeders, and Aqueducts respectively, or any of them, or such Streams, Brooks, and Watercourses as aforesaid, or any of them, as the said Company of Proprietors hereby

hereby incorporated, shall think fit; and for the Purposes aforesaid, the said Company of Proprietors hereby incorporated, their Deputies, Servants, Agents, and Workmen, are hereby authorized and empowered to enter into and upon the Lands and Grounds of His said Majesty, and of any Person or Persons, Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or any Part thereof, and to set out and ascertain such Parts thereof as they shall think necessary and proper for making the said Canal and Collateral Cut, and any such Reservoir or Reservoirs, Feeders, and Aqueducts, and all such other Works, Matters, and Conveniences as they shall think proper and necessary, for making, effecting, preserving, improving, completing, maintaining, and easy using of the said Canal and Collateral Cut, and other Works, and also to bore, dig, cut, trench, sough, get, take, remove, carry away, and lay Earth, Clay, Stone, Soil, Rubbish, Trees, Roots of Trees, Beds of Gravel or Sand, or any other Matters or Things which may be dug or got in making the said Canal and Collateral Cut, Reservoirs, Feeders, Aqueducts, or other Works, or out of the Lands and Grounds of any Person or Persons adjoining thereto, and which may be proper, requisite, or necessary for making, carrying or continuing, maintaining or repairing the said Canal and Collateral Cut, or other Works, or which may hinder, prevent, or obstruct the making, using, or completing, extending or maintaining the same respectively, or in making, using, extending, completing, and maintaining of such Reservoirs as aforesaid, or of any such Feeders, Trenches, Tunnels, Headways, Archways, Passages, Aqueducts, and Watercourses as aforesaid, as shall be necessary and proper to convey Water to or from the said Canal and Collateral Cut, or either of them, according to the true Intent and Purpose of this Act, and to make, build, erect, and set up, in or upon the said Canal or Collateral Cut, or either of them, or upon the Lands adjoining or near the same respectively, such and so many Bridges, Piers, Arches, Tunnels, Aqueducts, Sluices, Flood Gates, Weirs, Pens for Water, Water Tanks, Reservoirs, Dams, Wharfs, Quays, Houses, Warehouses, Toll Houses, Watch Houses, Landing Places, Weighing Beams, Cranes, Fire Engines, or other Machines, Dry Docks, Basins, and other Works, Ways, Roads, and Conveniences, as and where the said Company of Proprietors hereby incorporated shall think necessary and convenient; and also from Time to Time to alter, repair, and amend, or discontinue the same; and to divert, alter, widen, enlarge, and extend any Bridges, Ways, Roads, Passages, or Conveniences, as well for the carrying and conveying of Coals, Stones, and other Minerals, Goods, Wares, Merchandizes, and other Articles, to and from the said Canal and Collateral Cut, or either of them; or for the carrying and conveying of all Manner of Materials necessary for the erecting, making, finishing, altering, repairing, maintaining, amending, widening, or enlarging the said Canal and Collateral Cut, and the Works of or belonging to the said Navigation and Undertaking, or useful for any Purpose therein; and also to place, lay, work, or manufacture the said Materials on the Grounds near to the Place or Places where the said Works, or any of them, shall be or are intended to be made, erected, repaired, or done; and also to make, maintain, repair, and alter any Fences or Passages over, under, or through the said Canal and Collateral Cut, or either of them, or the Reservoirs, Tunnels, Headways, Archways, Aqueducts, Soughs, Trenches, Passages, Feeders, Watercourses, and Sluices respectively, which shall communicate therewith; and also to make, set out, and appoint such Towing

Paths, Banks, Roads, and Ways, convenient for towing, haling, or drawing of Boats, Barges, and other Vessels passing upon the said Canal, Collateral Cut, and Trenches, with Men, Horses, or otherwise; and proper Places for Boats and other Vessels navigated upon the said Canal, Collateral Cut, and Trenches, to turn, lie, or pass each other, as they the said Company of Proprietors shall think convenient, and to construct, erect, and keep in Repair any Piers, Arches, Aqueducts, and other Works in, upon, and across any Rivers, Streams, or Brooks, for the making, using, maintaining, and repairing of the said Canal, Collateral Cut, and Trenches, and Towing Paths on the Sides thereof; and to make such Roads and Ways as the said Company of Proprietors shall find necessary and expedient for the Use and Accommodation of the Owners or Occupiers of any such Lands and Grounds as shall be cut through, separated, or divided, or otherwise affected by, or by which the Use or Occupation shall be obstructed or rendered inconvenient, in consequence of making the said Canal and Collateral Cut, or either of them; or by making or building Wharfs, Quays, Houses, Warehouses, Toll Houses, or other Buildings; or by making and using Landing Places contiguous or near thereto; or by the making of Sluices, Flood Gates, Weirs, Pens for Water, Water Tanks, Reservoirs, or Dams, for the Use of the said Canal and Collateral Cut, or either of them; and to construct, erect, make, and do all other Matters and Things which they shall think convenient and necessary for the making, effecting, extending, preserving, improving, completing, and easy using of the said Canal and Collateral Cut, and other Works, in pursuance of, and according to the true Intent and Meaning of this Act; they the said Company of Proprietors hereby incorporated, their Deputies, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making Satisfaction in Manner herein-after mentioned, to His said Majesty, and to the Owners or Proprietors of, and all Persons interested in the Lands, Tenements, or Hereditaments, Waters, Watercourses, Brooks, or Rivers respectively, which shall be taken and removed, diverted or prejudiced, for all Damages to be by them sustained in or by the Execution of all or any of the Powers of this Act; and this Act shall be sufficient to indemnify the said Company of Proprietors, and their Deputies, Servants, Agents, and Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoos and Restrictions as are herein-after mentioned.

Power to
make in-
clined Planes.

II. And be it further enacted, That if the said Company of Proprietors hereby incorporated shall deem it expedient that Boats, Barges, or other Vessels should be conveyed over or along any Part or Parts of the Lines herein directed to be pursued in making the said Canal and Collateral Cut, by Rollers, Rail Roads, inclined Planes, or in any other Manner than by Means of Locks or Sluices, then and in such Case it shall be lawful for the said Company of Proprietors to cause any Rollers, Rail Roads, inclined Planes, or other Works to be made for that Purpose, at such Parts or Places in the said Line as they shall think proper, and the same shall be considered to be Part of the said Works hereby authorized to be made in like Manner, and to all Intents and Purposes, as if such Parts or Places were made navigable.

III. And be it further enacted, That the Lands or Grounds to be taken or used for such Canal and Collateral Cut hereby authorized to be made respectively, and for the Towing Paths thereto, and the Ditches, Drains, and Fences to separate such Towing Paths from the adjoining Lands shall not exceed Twenty-two Yards in Breadth, measured horizontally, except in such Places where any Dock, Basin, Reservoir, or Recesses, for the lying of Boats or Barges, or other Vessels out of the Line of the said Canal or Collateral Cut hereby authorized to be made, or Pen of Water shall be made; or where the said Canal and Collateral Cut, or either of them, or any Part thereof, shall be raised higher or cut above Five Feet deeper than the present Surface of the Land, and except in such Cases where it shall be judged necessary for Boats, Barges, and other Vessels to turn, lie, or pass each other, or where any Warehouse, Crane, or Weigh Beam may be erected, or where any Wharf or other Place may be set out and appropriated for the Reception of any Coals, Lime, Limestone, or other Minerals, Timber, or other Goods, Wares, Merchandizes, and Things which shall be conveyed on the said Navigation, hereby authorized to be made, nor in any Place more than Forty-eight Yards in Breadth, except where the Owner or Owners of any Lands or Grounds through which the said Canal and Cut will pass, shall desire the same to be made wider at his, her, or their own Expence, in that Part of his, her, or their Lands or Grounds respectively through which the same will pass.

Breadth of
Canal and
Towing
Paths.

IV. And whereas a Map or Plan describing the Lines of the said Canal and Collateral Cut, and the Lands through which the same are intended to be carried, and of the Feeders and Reservoirs to be made by virtue of this Act, together with a Book of Reference, containing the Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited in the Office of the Clerk of the Peace for the said County of *Middlesex*; be it therefore further enacted, That the said Map or Plan, and Book of Reference herein-before mentioned, shall remain in the Custody of the Clerk of the Peace for the said County, and all Persons shall at any seasonable Times have Liberty to inspect and peruse the same, and to make Copies thereof, or Extracts therefrom, at their Will and Pleasure, paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every Hundred Words of such Copies or Extracts of the said Book of Reference; and that the said Company of Proprietors in making the said Canal and Collateral Cut, Feeders, and Reservoirs hereby authorized to be made, shall not deviate more than Fifty Yards from the respective Lines so described thereof in the said Map or Plan, and Book of Reference respectively as aforesaid, except as herein-after mentioned, without the Consent in Writing of the Owner or Owners of the Lands or Grounds through which such Deviation shall be made; such Owner or Owners being seised of or entitled to such Lands or Grounds for Life or Lives, or for Years determinable on a Life or Lives, or for some Estate of Freehold or Inheritance therein.

Plan and
Book of
Reference to
be left with
the Clerk of
the Peace.

V. Provided always, That no Deviation shall be made from the Line or Course of the said Canal and Collateral Cut, Feeders, and Aqueducts hereby authorized to be made, or any of them, or of the Place or Places appointed for such Reservoirs, or any of them, in any Lands or Grounds not described in the said Plan and Book of Reference, without the Consent

No Deviation
from the Plan
and Book of
Reference,
except in cer-
tain Cases.

in

in Writing of the Person or Persons through whose Lands or Grounds such Deviation shall be made.

No Advantage to be taken against the Company, in case of any Error or Omission, &c.

VI. Provided always, That no Advantage shall be taken of or against the said Company of Proprietors hereby incorporated, or any Interruption be given to the making of the said Canal and Collateral Cut, Feeders, and Reservoirs, and any other Works hereby authorized to be made, or any of them, on account of any Error or Omission in the said Book of Reference, in case it shall appear to any Two or more Justices of the Peace acting for the said County of *Middlesex*, and be certified in Writing under their Hands, that such Error or Omission proceeded from Mistake.

Company restrained from taking Water which the Grand Junction Canal Company are enabled to take.

VII. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated, to take, make use of, or divert any Brook, Stream, or River, for the Purpose of supplying the said Canal and Collateral Cut, and other Works hereby directed to be made, which the Company of Proprietors of the Grand Junction Canal are by virtue of an Act made in the Thirty-third Year of the Reign of His present Majesty, intituled *An Act for making and maintaining a navigable Canal from the Oxford Canal Navigation at Braunston, in the County of Northampton, to join the River Thames, at or near Brentford, in the County of Middlesex, and also certain Collateral Cuts from the said intended Canal*, or by any subsequent Act authorized to take, make use of, or divert for supplying the said Grand Junction Canal, and other Works thereto belonging, with Water, without the Consent in Writing of the said Company of Proprietors of the Grand Junction Canal first had and obtained for that Purpose.

Company not to use Streams, &c. belonging to the New River Company.

VIII. Provided always, and be it enacted, That nothing herein contained shall extend, or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated, to take, make use of, or divert any Spring, Brook, Stream, or River, for the Purpose of supplying the said Canal and Collateral Cut, and other Works hereby directed to be made, which now flows into or supplies the Stream or Cut brought from *Chadwell* and *Amwell*, to the Northern Parts of *London*, commonly called *The New River*, or any of the Reservoirs, Dams, or other Works belonging thereto, or to the Corporation of the Governor and Company of the said *New River*, so as in anywise to injure or prejudice the said Governor and Company of the *New River*.

Company not to use Streams, &c. belonging to Hampstead Water Works.

IX. Provided always, and be it enacted, That nothing herein contained shall extend, or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated, to take, make use of, divert, diminish, or injure any Water, Spring, Brook, or Stream, which now runs or flows into, or supplies any of the Ponds, Reservoirs, Mains, or Pipes of or belonging to the Company of Proprietors of the *Hampstead Water Works*, in the several Parishes of *Hampstead* and *Saint Pancras*.

No Water to be taken for the Canal from the Thames,

X. Provided always, and be it further enacted, That no Water shall be taken from the River *Thames*, at *Chelsea*, or elsewhere, for the Supply of the said intended Canal, except such as shall flow into any Feeder or Feeders to be made for that Purpose, when the Water in the said River shall

shall be higher than Half the Flood or Ebb Tide ; and that at the Entrance of all the Feeders, and other Watercourses, which shall be made for supplying the said intended Canal with Water from the said River *Thames*, Flood Gates shall be erected by the said Company of Proprietors, at their own Expence, to the good Liking and Satisfaction of the Engineer for the Time being, of the Mayor and Commonalty and Citizens of the City of *London*, which shall be so made and constructed as not to admit any Water into such Feeders or Watercourses respectively, from the said River *Thames*, when the Water in the said River shall be lower than the usual Half Flood or Ebb Tide, at the Places where the same shall be made.

when lower than Half-flood or Ebb Tide.

XI. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed to extend to authorize or empower the said Company of Proprietors, or any other Person or Persons acting by or under their Authority in making the said Canal and Towing Path, through the Lands and Grounds belonging to or in the Possession of *William Agar* Esquire, in the said Parish of *Saint Pancras*, to pursue any other Line than the Line marked in the said Map or Plan on the North End and East Side of the Grounds of the said *William Agar*, nor to deviate from such Line without the Consent in Writing of the said *William Agar*, his Executors, Administrators, or Assigns, or the Owner or Owners and Occupier or Occupiers of such Lands or Grounds for the Time being first had and obtained for that Purpose.

Company to make the Canal in the Northern Line through Mr. Agar's Estate.

XII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors hereby incorporated, or any other Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Canal and Collateral Cut hereby authorized to be made, or either of them, or any other of the Purposes of this Act, any House or Building which was erected and built on or before the First Day of *January* One thousand eight hundred and eleven, or any Land or Ground which on or before the said First Day of *January* was set apart and used as or for any Garden, Orchard, Yard, Park, Planted Walk, or Avenue to a House, without the Consent of the Owners and Proprietors thereof, except such as are mentioned and particularly described in the Schedule to this Act.

Houses and Gardens not to be injured, except such as are mentioned in Schedule.

XIII. And be it further enacted, That after any such Part or Parts of the said Lands, Grounds, or Hereditaments, shall be set out and ascertained as aforesaid, for making the said Canal and Collateral Cut hereby authorized to be made, or any Part or Parts thereof, and for providing and constructing the Wharfs and other Works, and Conveniences hereinbefore mentioned, or any of them, it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants for Life or in Tail, Husbands, Guardians, Trustees, and Feoffees in Trust, Committees, Executors, and Administrators, and all other Trustees or Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of *Cestuique* Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Person or Persons, and to and for all Femes Covert who are or shall be seised, possessed, or interested in their own Right, and for every other Person or Persons whomsoever who are or shall be seised, possessed of, or interested

Bodies Politic empowered to sell and convey Lands.

in any Lands, Grounds, and Hereditaments which shall be set out and ascertained for the Purposes aforesaid, to contract for, sell, and convey the same and every Part thereof, unto the said Company of Proprietors hereby incorporated; and all such Contracts, Agreements, Sales, Conveyances, and Assurances, shall be valid and effectual in the Law, to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom, to the contrary thereof in anywise notwithstanding; and all Bodies Politic, Corporate, or Collegiate, and all Persons whomsoever so conveying as aforesaid, are hereby indemnified for or in respect of any such Sale, which he, she, or they, or any of them, shall respectively make, by virtue or in pursuance of this Act; and all such Contracts, Sales, Conveyances, and Assurances, shall be made at the Expence of the said Company of Proprietors hereby incorporated.

Company
empowered
to re-sell
Lands not
wanted.

XIV. And whereas in pursuance of the Provisions of this Act, or to avoid Disputes with the Owners of Lands, Grounds, and Hereditaments, which are or may be affected by making the said Canal, Cut, and Works, hereby authorized to be made, the said Company of Proprietors hereby incorporated may purchase Lands and Buildings not necessary to be made use of for the Purposes of this Act; be it therefore further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated, by Indenture under their Common Seal, to grant and convey, by way of absolute Sale for a Consideration in Money, such Part or Parts of the Lands or Buildings which shall be so purchased by and conveyed to them as aforesaid, as shall not be wanted for the Purposes of this Act, and Conveyances from the said Company of Proprietors hereby incorporated shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom, to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by Sale or Sales of such Lands or Buildings, it shall and may be lawful for the Treasurer or Treasurers for the Time being to the said Company of Proprietors hereby incorporated, to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which such Lands or Buildings shall be so sold, or for so much thereof as in such Receipts shall be acknowledged or expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money or any Part thereof: Provided always, that the said Company of Proprietors hereby incorporated, before they shall sell and dispose of such Lands or Buildings, shall first offer to re-sell the same to the Person or Persons from whom they shall have purchased the same, or who would have been then entitled thereto in case such Lands or Buildings had not been purchased by the said Company of Proprietors hereby incorporated, the Price at which the same shall be re-sold being adjusted and settled by a Jury, in like Manner as the Price for any Land to be taken in pursuance of this Act is herein-before directed to be settled in case of Difference or Dispute as to the Value thereof; and if such Person or Persons shall not agree, or shall refuse to re-purchase the same, it shall and may be lawful to and for any Person or Persons not interested in the Premises, to make an Affidavit to be sworn before a Master Extraordinary of the High Court of Chancery, or before one of His Majesty's Justices of the Peace for the County where such Lands or Buildings shall be situate, stating that such Offer was made

by or on behalf of the said Company of Proprietors, and that such Person or Persons did not agree, or refuse to purchase such Lands or Buildings, as the Case may be; and such Affidavits shall in all Courts be sufficient Evidence and Proof that such Offer was made, and not agreed to or refused.

XV. Provided always, and be it further enacted, That wherever the Course of any Road or Way shall be altered in pursuance of this Act, and a new Road or Way opened and made in and upon the adjoining Land, the Offer of the Purchase of such old Road or Way shall be first made to the Owner of the Land which shall be cut and used for the Purpose of making such new Road or Way; and in case such Owner shall be desirous of becoming the Purchaser of such old Road or Way, and shall not agree with the said Company of Proprietors hereby incorporated, or with their Committee, for the Price to be paid for the Purchase of the same, then and in such Case the Value thereof shall be settled and ascertained in such and the like Manner as the Price for any Land to be taken in pursuance of this Act is herein-before directed to be settled and ascertained, and such Owner shall be deemed the Purchaser thereof at the Sum to be ascertained by a Jury; and in case such Owner shall refuse to pay such Money, upon Demand made thereof by the Clerk to the said Company hereby incorporated, and Tender of the Conveyance of such old Road or Way, the same shall and may be recovered by the said Company hereby incorporated, by Action of Debt, or on the Case, in any of His Majesty's Courts of Record at *Westminster*; and in case any such Owner shall not agree, or shall refuse to purchase any such old Road or Way, it shall and may be lawful to and for any Person or Persons not interested in the Premises, to make an Affidavit, to be sworn before a Master Extraordinary of the High Court of Chancery, or before one of His Majesty's Justices of the Peace for the County where such old Road or Way shall lie, stating that such Offer has been made by or on behalf of the said Company hereby incorporated, and that such Owner has not agreed, or has refused to purchase such old Road, as the Case may be; and such Affidavit shall, in all Courts whatsoever, be sufficient Evidence and Proof that such Offer was made and not agreed to, or refused by such Owner: Provided nevertheless, that if the Lands of Two or more Persons shall be taken for any such new Road or Way as aforesaid, each and every such Owner shall be entitled to the first Offer of so much of the old Road or Way as is lying immediately adjoining to his, her, or their Land respectively, in Manner aforesaid.

Owners of Land used in making a new Road to have the first Offer of the old Road.

XVI. And be it further enacted, That if any Contract, Agreement, Bargain, or Sale, of or concerning any Lands, Tenements, or Hereditaments to be purchased, taken, or used by virtue of the Powers of this Act, for the Purposes thereof, shall be made or entered into of any Lands, Tenements, or Hereditaments, which shall be Copyhold, or of the Nature of Copyhold, the same shall be executed and completed by Surrender thereof, in the Court of the Manor of which the same is or are holden, according to the Custom of such Manor; and such Lands, Tenements, or Hereditaments, shall continue subject to the same Fines, Rents, and Services as are due and payable, and of Right accustomed, in the same Manner as if this Act had not been made, unless the Lord or Lords, Lady or Ladies of the Manor for the Time being, shall be willing or desirous

For adjusting the Mode of settling Contracts respecting Copyhold Lands.

to enfranchise the same; in which Case such Lord or Lords, Lady or Ladies, is and are hereby empowered so to do, notwithstanding he, she, or they shall be seised of or entitled to the same Manor or Manors for a less Interest than an Estate of Inheritance in Fee Simple; but inasmuch as the vesting and continuing of such Copyhold Premises in the said Company as a Body Corporate would prevent such Lord or Lords, Lady or Ladies, from receiving the Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, in like Manner as he, she, or they would have done in case such Copyhold Premises had continued to be the Property of Individuals, the said Lord or Lords, Lady or Ladies of the said Manor or Manors, in case he, she, or they shall decline to enfranchise the respective Parcels of Copyhold Land, Tenement, and Hereditaments held of the said Manor, which shall be so purchased by or vested in the said Company hereby incorporated for the Purposes aforesaid, shall be entitled to, and shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss that will arise to him, her, or them in respect to such Fines, Heriots, or other Services, the Enjoyment of which will be diminished or lost by the vesting and continuing such Copyhold Premises in a Body Corporate, which Recompence and Satisfaction, if not settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, as is directed by this Act.

Form of
Conveyance.

XVII. And be it further enacted, That all Conveyances and Assurances which shall be made of any Lands or Hereditaments, to the said Company of Proprietors hereby incorporated, shall be made according to the following Form, or as near thereto as the Circumstances of the Case will admit (except in Cases of Purchases of Lands belonging to His Majesty, His Heirs or Successors, for which Provision is herein-after made); *videlicet,*

‘ I _____ of _____ in Consideration
 ‘ of the Sum of _____ to me paid (or, in Consideration of
 ‘ the Annual Rent of _____ to me to be hereafter
 ‘ yielded, and paid by Yearly or Half Yearly Payments as may be agreed
 ‘ upon) by the Company of Proprietors of the Regent’s Canal, do hereby
 ‘ grant and release to the said Company all [*describing the Premises to be*
 ‘ *conveyed*] and all my Right, Title, and Interest to and in the same and
 ‘ every Part thereof, to hold to the said Company and their Successors
 ‘ for ever, by virtue and according to the true Intent and Meaning of an
 ‘ Act passed in the Fifty-second Year of the Reign of His Majesty King
 ‘ George the Third, intituled [*here set forth the Title of this Act*]. In
 ‘ Witness whereof I have hereunto set my Hand and Seal, this
 ‘ Day of _____ in the Year of our Lord _____ .’

And all such Conveyances and Assurances shall be valid and effectual in the Law to all Intents and Purposes, and shall be a complete Bar to all Estates Tail, and other Estates, Rights, Titles, Trusts, and Interests whatsoever.

Conveyance
by Lords of
Manors of
Lands taken
from Com-
mons to be
sufficient.

XVIII. And be it further enacted, That in all Cases where there shall be occasion to cut through, take, or use Part of any Common or Waste Grounds for the Purposes of this Act, the Conveyance thereof by the Lord and Lady of the Manor wherein the same shall be situate, shall be a good and sufficient Conveyance to the said Company of Proprietors hereby

hereby incorporated, for the Purpose of vesting in them the Fee Simple and Inheritance thereof, as fully and effectually as if every Person having Right of Common upon such Commons or Waste Grounds had joined in and executed such Conveyance ; and that the Compensation to be paid for any Right of Common upon any such Commons or Waste Grounds as aforesaid, shall be paid by the said Company of Proprietors hereby incorporated, to the Churchwardens of the respective Parishes wherein such Commons or Waste Ground shall lie, and shall be by such Churchwardens received and applied for such general or public Purposes within such Parishes respectively, as a Vestry of every such Parish, to be convened by such Churchwardens for that Purpose, shall direct, except as herein otherwise provided.

XIX. And whereas by an Act passed in the Fifty-first Year of the Reign of His present Majesty, intituled *An Act for inclosing Lands in the Parish of Finchley, in the County of Middlesex*, certain Commissioners were thereby appointed for dividing, allotting, and inclosing the Commons and Waste Lands therein mentioned and described : And whereas it will be necessary for the Purposes of this Act, to take and make use of certain Parts of the said Common and Waste Lands ; be it therefore enacted, That it shall and may be lawful to and for the said Commissioners, acting in Execution of the said recited Act, or any Two of them, to contract and agree for the Sale of, and to sell and dispose of unto the said Company of Proprietors hereby incorporated, such Part or Parts of the said Commons or Waste Lands, as they the said Company of Proprietors are enabled to purchase for the Purposes of this Act ; and in case of any Difference or Dispute respecting the Value thereof, or the Amount of the Purchase Money to be paid for the same, such Difference and Dispute shall be settled and determined by a Jury, in such and the like Manner as the Value of the Purchase Money to be paid for any other Lands, Tenements, or Hereditaments are herein directed to be settled and determined ; and upon Payment or Tender of the full Purchase Money for such Commons or Waste Lands, the same shall be conveyed as Freehold of Inheritance, in Fee Simple, by the said Commissioners, or any Two of them, unto the said Company of Proprietors, and their Successors, in such and the like Manner as other Conveyances of Lands, Tenements, and Hereditaments are by this Act directed to be made ; and such Purchase Money, when received by the said Commissioners, shall be by them applied in defraying the Costs, Charges, and Expences of obtaining and executing the said recited Act of the Fifty-first Year of the Reign of His present Majesty, and the Surplus of such Purchase Money (if any) shall then be applied and disposed of by the said Commissioners in such and the like Manner as the Surplus Money arising from the Sale of Lands and Grounds sold by virtue of the same Act, after defraying the Costs, Charges, and Expences of obtaining and executing thereof, are thereby directed to be applied and disposed of : Provided always, that nothing in this Act contained shall authorize or require the said Commissioners to set out or allot to the Lord of the Manor of *Finchley* for the Time being, any less Proportion in Value of the said Commons and Waste Lands than he would have been entitled to if this Act had not been passed.

Commissioners under 51 G. 3. empowered to sell certain Parts of Wastes to Company.

XX. Provided always, and be it further enacted, That all and every Body or Bodies Politic, Corporate, or Collegiate, Trustees, or other Persons

Satisfaction to be made.

[*Loc. & Per.*]

47. M.

sons

sons herein-before capacitated to sell and convey Lands and other Hereditaments, or any other Owner or Owners, and the Occupier or Occupiers of any Lands or other Hereditaments through, in, or upon which the said Canal and Collateral Cut, Towing Paths, Quays, or other Works hereby authorized are intended to be made, or any of them, or of any Mills or other Works from which any Water to supply the said Canal and Collateral Cut, hereby authorized to be made, or either of them, may or shall be diverted, may accept and receive Satisfaction for the Value of such Lands and Grounds, Mills, or other Works and Hereditaments, and for the Damages to be sustained in making and completing the said Works herein-before directed, either in gross Sums or by annual Rents, as shall be agreed upon by and between the said Owners and Occupiers respectively; or any of them, and the said Company of Proprietors hereby incorporated; and from and immediately after the Time of making and executing such Sale and Conveyance, or any Contract or Contracts for the same, the said Company of Proprietors hereby incorporated may and shall be at Liberty to enter upon, and from thenceforth for ever to have, take, and enjoy the said Lands, Grounds, and other Hereditaments, for the Use and Maintenance of the said Canal and Cut respectively, and for supplying the same with Water; and in case the said Company of Proprietors hereby incorporated, and the said Parties interested in such Lands and Grounds or other Hereditaments, cannot or do not agree as to the Amount or Value of such Satisfaction, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-after directed.

Satisfaction not to be made by way of annual Rent, &c.

XXI. Provided always, and be it enacted, That nothing herein contained shall extend, or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated, to make Satisfaction and Compensation for the Purchase of any Lands, Tenements, or Hereditaments to be taken or made use of for the Purposes of this Act, or for any Damages done in the Execution thereof, to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, by any annual Rent or Rents, save and except to Spiritual Persons and their Lessees, and save and except to the several Persons, Bodies Politic, Corporate, or Collegiate, herein expressly named and declared.

Yearly Rents charged on the Rates; or Company's Boats distrained for the same.

XXII. And be it further enacted, That all such yearly Rents or Sums as shall be agreed on between the said Company of Proprietors hereby incorporated, and the Parties interested in such Lands and Grounds, or other Hereditaments, or as shall be so ascertained and settled as aforesaid, shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company of Proprietors hereby incorporated, as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall become due and payable, and after Demand in Writing made thereof to the Clerk or Treasurer of the said Company, it shall be lawful for Two or more Justices of the Peace, acting for the County within which such Lands and Grounds or other Hereditaments shall lie, and they are hereby required, upon due Proof of the Default made before them upon Oath, by an Order made under their Hands, to appoint One or more Person or Persons to receive the Rates hereby granted and made payable, and to pay the same to such Bodies Politic, Corporate, or Collegiate, Trustees, or other Person or Persons to whom such yearly Rents or Sums shall be due and unpaid as aforesaid, every such Collector giving such Security to the said Company

for

for the due and faithful Execution of his Office, as they the said Justices shall judge proper and sufficient; and every Person so appointed shall be deemed a Collector of the said Rates, and shall have the same Power and Authority to collect the same, as if he had been appointed a Collector of the said Rates by the said Company of Proprietors hereby incorporated, until such yearly Rents or Sums, with the Costs and Charges of recovering and receiving the same, shall be fully satisfied and paid; or it shall be lawful for such Bodies Politic, Corporate, or Collegiate, Trustees, or other Person or Persons to whom such yearly Rents or Sums shall be due and owing as aforesaid, to sue for and recover the same, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record, or otherwise to seize and distrain any Boats, Barges, Vessels, or other Goods or Effects of the said Company of Proprietors hereby incorporated, which shall be found upon the said Canal and Collateral Cut hereby authorized to be made, or either of them, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company of Proprietors hereby incorporated, by Notice in Writing delivered to some one of their Clerks, Collectors of the Rates, or other known Officers, or affixed to some one of their Wharfs or Quays, near to the Place where such Distress shall have been made), and to detain the same until Payment of such yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distresses shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Boats, Barges, Vessels, or other Goods or Effects so distrained, shall and may be sold or disposed of, in such Manner as the Law directs in case of a Distress for Rent.

XXIII. And for settling all Differences which may arise between the said Company of Proprietors hereby incorporated, and the several Owners of, or Persons interested in any Lands, Grounds, Tenements, Mills, Mines, Waters, or other Hereditaments which shall or may be taken, used, affected, or prejudiced, by reason of the Execution of any of the Powers hereby granted; be it further enacted, That if any Body Politic, Corporate, or Collegiate, or any other Person or Persons so interested for and on his, her, or their Part or Parts, or for or on the Part of his, her, or their Cestuique Trusts; or of any other incapacitated Person or Persons as aforesaid, shall refuse to accept such Purchase Money, annual Rent, or Recompence, or other Compensation, as shall be offered by them the said Company of Proprietors hereby incorporated, or their Agent, by or on their Behalf, and shall give Notice thereof in Writing to the Clerk for the Time being to the said Company of Proprietors, within Seven Days next after such Offer shall have been made; and the Party or Parties giving such Notice as aforesaid, shall therein request that the Matter or Matters in dispute may be submitted to the Determination of a Jury; or if any Body Politic, Corporate, or Collegiate, or any other Person or Persons seised or possessed of, or interested in any such Lands, Mills, or other Hereditaments as aforesaid, shall refuse to treat or agree, or shall not agree, or by reason of Absence or Disability cannot agree with the said Company of Proprietors hereby incorporated, or with any Person or Persons authorized by them for the Sale and Conveyance of their respective Estates and Interests therein, or cannot be found or known, or shall not produce and evince a clear Title to the Premises they may be in Possession

Parties dissatisfied, &c. a Jury to decide the Matter.

Possession of, or to the Interest they shall claim therein, to the Satisfaction of the said Company, or of the Person or Persons authorized by them, then and in every such Case the said Company of Proprietors hereby incorporated shall, and they are hereby empowered and required, from Time to Time, to issue a Warrant under their Common Seal to the Sheriff of the County in which such Lands, Tenements, or Hereditaments shall lie, or the Matter in question or dispute shall arise; or in case such Sheriff or his Under-Sheriff shall happen to be one of the said Company of Proprietors hereby incorporated, or shall enjoy any Office of Trust or Profit under them, or shall be otherwise interested in the Matter or Matters in question, then to the senior Coroner of the said County; and in case he shall be so interested, then to the next Coroner of such County, in point of Seniority, who shall not be so interested as aforesaid, commanding such Sheriff or Coroner, or other Person (and the said Sheriff or Coroner, or such other Person, is hereby empowered and required), to impanel, summon, and return not less than Twenty-four, nor more than Forty-eight substantial and indifferent Persons qualified to serve on Special Juries; and the Persons so to be impanelled, summoned, and returned as aforesaid, are hereby required to come and appear before the Justices of the Peace for the County wherein the Premises shall lie, or the Damage thereto be sustained, at some Court of General or Quarter Sessions of the Peace, to be holden in and for the same County, or at some Adjournment thereof, as in such Warrant shall be directed and appointed, and to attend such Court of General or Quarter Session from Day to Day, until discharged by the said Court; and out of such Persons so to be impanelled, summoned, and returned, a Jury of Twelve Men shall be drawn by the Clerk of the Peace for the County wherein such Jury shall be returned, or his Deputy, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place appointed as aforesaid, the said Clerk of the Peace as before mentioned, or his Deputy, shall return other substantial, honest, and indifferent Men of the Bye-standers, or of others who can be speedily procured to attend that Service, to make up the said Jury to the Number of Twelve, and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Clerk of the Peace, or his Deputy, is hereby empowered and required to summon and call before the said Justices any Witnesses touching the Matters in question, and may order and authorize the said Jury, or any Three or more of them, to view the Place or Places, or Matters or Things in controversy; and such Jury shall, upon their Oaths (which Oaths, as well as the Oaths to such Witnesses, the said Justices are hereby empowered and required to administer), inquire of, assess, and ascertain, and give a Verdict for the Sum or Sums of Money, or the annual Rent or Rents which shall be paid for the Purchase, or for the Hire and Use of such Lands and Grounds, Mills, Mines, Waters, and Hereditaments, and the Compensation which shall be made for the Damages sustained as aforesaid; and the said Justices shall give Judgment for such Purchase Money, Rent, Recompence, or Compensation so assessed by such Jury, which said Verdict and the Judgment thereupon shall be binding and conclusive, to all Intents and Purposes, upon all Bodies Politic, Corporate, and Collegiate, and upon all Persons whomsoever, provided that Fourteen Days Notice in Writing at the least, of the Hour and Place at which such Jury are so required to be returned,

returned, be given to the Bodies Politic, Corporate, or Collegiate, or to the Person or Persons interested, or claiming so to be, before the Time of the Meeting of the said Justices and Jury as aforesaid, by leaving such Notice at the Dwelling House of such Person or Persons, or of the Head Officer of such Body or Bodies Politic, Corporate, or Collegiate, or with some Tenant or Occupier of the Premises respectively intended to be valued; and in each and every Case where a Verdict shall be given for more Money, or for a greater annual Rent, as a Recompence or Satisfaction for the absolute Sale of any Lands, Grounds, Mills, Waters, or other Hereditaments, or as a Compensation for any Damages done or to be done to such Lands or other Hereditaments or Property, than shall have been previously offered by or on behalf of the said Company of Proprietors hereby incorporated, before the summoning such Jury, or where any Verdict shall be found for any Damages where the Dispute is for Damages only, and where no Compensation shall have been previously offered in respect thereof, by and on behalf of the said Company of Proprietors hereby incorporated, or where by reason of Absence, or other Impediment or Disability, there shall not be found any Person or Persons at hand who may be legally capacitated to contract with and make Conveyances to, or receive Compensations from the said Company of Proprietors hereby incorporated, as herein-before mentioned, then, and in all such Cases, all the reasonable Expences of causing such Value or Compensation to be assessed and awarded as aforesaid, shall be settled by the said Justices, and be defrayed by the said Company of Proprietors hereby incorporated; but if any Verdict shall be given for the same Sum or Rent that shall have been previously offered by or on behalf of the said Company of Proprietors hereby incorporated, or for a less Sum than shall have been so previously offered, or in case no Damages shall be given by the Verdict, where the Dispute is for Damages only, or in case of such Refusal to treat with or make Conveyances to the said Company of Proprietors hereby incorporated, by any Bodies Politic, Corporate, or Collegiate, or by any Person or Persons whomsoever, who is or are, by the Provisions of this Act, or otherwise, legally empowered to treat and convey, or receive such Compensation as aforesaid, then, and in all such Cases (except where by reason of Absence or otherwise, any Person shall have been prevented from treating and agreeing as aforesaid, in which Case all such Costs and Expences shall be borne and paid by the said Company of Proprietors hereby incorporated), the reasonable Costs and Expences of causing such Value or Compensation to be assessed and awarded as aforesaid, shall be settled in like Manner by the said Justices, and be borne and paid by the Body or Bodies Politic, Corporate, or Collegiate, or by the Person or Persons with whom the said Company of Proprietors hereby incorporated shall have Concerns, Controversies, or Disputes, which said Costs and Expences shall and may be deducted out of the Money so assessed and awarded, and the Payment or Tender of the Remainder of such Sum or Sums of Money shall be deemed and taken, to all Intents and Purposes, to be a Payment or Tender of the whole Sum or Sums so assessed or awarded as aforesaid; and in case no Damages shall be given by such Verdict, where the Dispute is for Damages only, such Costs and Expences shall and may be recovered by the said Company hereby incorporated, by such Ways as are herein provided for the Recovery of any Penalty incurred by this Act.

Persons requesting Juries to enter into Bonds to prosecute.

XXIV. Provided always, and be it further enacted, That all and every Person or Persons making Complaint, and requesting a Jury to be summoned, shall (before the said Company of Proprietors hereby incorporated shall issue their Warrant for that Purpose) enter into a Bond with Two sufficient Sureties to the Treasurer of the said Company of Proprietors, in a Penalty of One hundred Pounds, with Conditions to prosecute his, her, or their said Complaint, and to bear and pay the Costs and Expences of summoning such Jury and taking such Verdict, in case the same shall be given for no greater or for a less Sum or Rent than had been offered by or on behalf of the said Company of Proprietors hereby incorporated, before the summoning and returning the said Jury or Juries, for the Purchase of or as a Recompence for any Lands, Grounds, Mills, or Hereditaments, or as a Compensation for any Damages, or in case no Verdict shall be found for Damages, where the whole Dispute was whether any Damage was or was not done as aforesaid.

Notice of Injury to be given to the Company before Appeal to a Jury.

XXV. And be it further enacted, That the said Company of Proprietors hereby incorporated shall not, nor shall any Jury to be summoned by virtue of this Act, be allowed to receive or take Notice of any Complaint or Complaints to be made by any Person or Persons whomsoever, for any Injury or Damage by him, her, or them sustained, or supposed to be sustained, unless Notice in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, shall have been given by or on behalf of such Person or Persons to the said Company of Proprietors hereby incorporated, or to their Treasurer or Clerk, within the Space of Six Calendar Months next after the Time that such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Compelling the Sheriff to summon a Jury.

XXVI. And be it further enacted, That if the Sheriff, or other Person so directed to summon and return a Jury as aforesaid, or his Deputy or Agent, shall make Default in the Premises, he shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury, shall not appear, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Manner wilfully neglect his Duty contrary to the true Intent and Meaning of this Act; or if any Person so summoned to give Evidence shall not appear, or appearing, shall refuse to be examined or to give Evidence, every Person so offending, having no reasonable Excuse (to be allowed by the said Justices), shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds, which several and respective Penalties shall and may be levied by virtue of any Warrant under the Hand and Seal of any One of the said Justices, by Distress and Sale of the Goods and Chattels of the Persons so offending, rendering to him the Overplus, after such Penalty and the Charges of such Distress and Sale shall be deducted; and every such Penalty so recovered from any Person who shall have been so summoned on such Jury, or to give Evidence as aforesaid, shall go and be paid to the Party who shall appear to the said Justice to be injured by the Default of such Person.

Verdict for Value of Lands and Damages to

XXVII. And be it further enacted, That the said Juries shall award all Determinations, Judgments, and Verdicts, which they shall respectively make and give in the Execution of the Powers hereby vested in them, concerning

concerning the Value of Lands, Mills, and other Hereditaments, separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Lands and other Hereditaments, and the Money assessed or adjudged for such Damages as aforesaid, separately and apart from each other; and also shall settle what Shares and Proportions of the Purchase Money, or Compensation for Damages shall be allowed to any Tenant, or other Person or Persons, having a particular Estate, Term, or Interest in the Premises, for his, her, or their respective Interest therein.

be ascer-
tained sepa-
rately.

XXVIII. And be it further enacted, That all the said Judgments and Verdicts, (being first signed by the Clerk of the Peace, or his Deputy, present at the taking of such Verdicts, and pronouncing of such Judgments respectively) shall be kept by the respective Clerks of the Peace amongst the Records of the Quarter Sessions of the said County of *Middlesex*, as the Case shall require, and shall be deemed to be Records of the said Quarter Sessions to all Intents and Purposes whatsoever; and the same or true Copies thereof shall be allowed to be good Evidence, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and to take Copies thereof, paying for every Copy the Sum of Sixpence for every One hundred Words, and so in Proportion for any less Number of Words.

Verdicts to
be recorded.

XXIX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money, or giving Security for Payment of any such annual Rent as shall have been contracted or agreed for between the Parties, or determined and adjusted by any Jury or Juries in Manner aforesaid, for the Purchase of any such Lands, Waters, Mills, or other Hereditaments, as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as herein-before mentioned, to the Proprietor or Proprietors of such Lands and other Hereditaments and Premises, or such other Person or Persons as shall be interested therein, or entitled to receive such Money, Rent, or Compensation respectively, at any Time after the same shall have been so agreed for, determined, or awarded, or if the Person or Persons so entitled or interested, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to the Premises, to the Satisfaction of the General Committee of the said Company hereby incorporated, or shall refuse to execute a Conveyance or Conveyances of the Premises, which shall be required for the Purposes of this Act; then upon Payment of the said Sum or Sums of Money into the Bank of *England*, as hereafter directed and required (in case the same shall be requisite), for the Use of such Person or Persons so interested or entitled as aforesaid, it shall be lawful for the said Company of Proprietors hereby incorporated, and their Agents, Servants, and Workmen, immediately to enter upon such Lands, Grounds, and other Hereditaments respectively, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall from thenceforth be vested in, and become the sole Property of the said Company of Proprietors hereby incorporated, to and for the Purposes of this Act, for ever; and such Tender, Payment, or Investiture, shall not only bar all Right, Title, Claim, Interest, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to, and shall

Power to
enter and
take Posses-
sion of
Lands, &c.
on Payment
or Tender
of Purchase
Money.

shall be deemed and construed to bar the Dower of the Wife, and of every such Person, and all Estates Tail, and other Estates in Reversion and Remainder of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Security, Tender, or Investment as aforesaid, it shall not be lawful for the said Company of Proprietors hereby incorporated, or any Person acting under their Authority, to dig or cut into such Lands or Grounds for the Purposes of making the said Canal, Collateral Cut, Feeder, Headway, and Reservoirs, hereby authorized to be made, or any of them, without Leave of the respective Owners or Occupiers thereof, in Writing under their respective Hands.

Application
of Compensation when
exceeding
200l.

XXX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for any Lands, Tenements, or Hereditaments, or for any other Matter, Right, or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of the Powers of this Act, for the Purposes thereof, which shall belong to any Corporation, Feme Covert, Infant, Lunatic, Person or Persons under any Disability or Incapacity, as hereinbefore mentioned, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account *ex parte* "The Company of Proprietors of the Regent's Canal," together with the Name or Names of such Person or Persons, as any Five of the General Committee of the said Company hereby incorporated shall by Writing signed by them direct and appoint, to the Intent that such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way, by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands, Tenements, or Hereditaments, in the Purchase of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrance or Part thereof, as the said Court shall authorize to be paid, affecting the same Lands, Tenements, or Hereditaments, or affecting other Lands, Tenements, or Hereditaments standing settled therewith, to the same or the like Uses, Intents, or Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements, or Hereditaments, which shall be conveyed to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner as the Messuages, Lands, and Hereditaments, which shall be so purchased, taken, or used, as aforesaid, stood settled or limited; or such of them as at the Time of making such Conveyance and Settlement shall be existing, undetermined, and capable of taking Effect; and in the meantime, and until such Purchase shall be made, the said Money shall, by Order of the Court of Chancery, upon Application thereto, be invested by the said Accountant General in his Name, in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the said Bank Annuities shall be ordered by the said Court to be sold, for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid by Order of the said Court to the Person or Persons who would, for the Time being, have been entitled to the Rents

add

and Profits of the said Lands, Tenements, and Hereditaments so hereby directed to be purchased, in case such Purchase or Settlement were made.

XXXI. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid for any Lands, Tenements, or Hereditaments, purchased, taken, or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used, or of his, her, or their Guardian or Guardians, Committee or Committees, in case of Infancy or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England*, in the Name and with the Privity of the said Accountant General of the Court of Chancery, and to be placed to his Account as aforesaid, in order to be applied in Manner herein-before directed, or otherwise the same shall be paid, at the like Option, to Three Trustees, to be nominated by the Person or Persons making such Option, and approved of by Five or more of the said General Committee, such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties, in order that such Principal Money, and the Dividends arising thereon, may be applied in Manner herein-before directed, so far as the Case be applicable, without obtaining, or being required to obtain, the Direction or Approbation of the Court of Chancery.

When less than 200*l.* and above 20*l.*

XXXII. Provided always, and be it further enacted, That where such Money so agreed or awarded to be paid as next before mentioned, shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands, Tenements, or Hereditaments so purchased, taken, or used for the Purposes of this Act, as the said General Committee, or any Five or more of them shall think fit; or in case of Infancy or Lunacy, then to his, her, or their Guardian or Guardians, Committee or Committees, and to and for the Use and Benefit of such Person or Persons so entitled respectively.

Where under 20*l.*

XXXIII. And be it further enacted, That in case the Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid, shall not be able to make a good Title to the Premises to the Satisfaction of the said General Committee, or any Five of them, or shall refuse to execute such Conveyance or Conveyances, or in case such Person or Persons to whom such Sum or Sums of Money shall be so ordered to be paid as aforesaid, cannot be found, or if the Person or Persons entitled to such Lands, Tenements, or Hereditaments be not known or discovered, then and in every such Case it shall be lawful for the said General Committee, or any Five or more of them, to order the said Sum or Sums so awarded to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands, Tenements, or Hereditaments, [describing

In case of not making out a good Title, or if Persons cannot be found, the Purchase Money to be paid into the Bank, subject to the Order of Chancery, on Petition.

them], subject to the Order, Controul, and Disposition of the said Court ; which said Court, on the Application of any Person or Persons making Claim to such Sum or Sums of Money, or any Part thereof, by Motion or Petition, shall be and is hereby empowered, in a summary Way of Proceeding or otherwise, as to the said Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest, of the Person or Persons making Claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable ; and the Cashier or Cashiers of the Bank of *England*, who shall receive such Sum or Sums of Money, is and are hereby required to give a Receipt or Receipts for such Sum or Sums, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any Question shall arise touching the Title to Money to be paid, the Person who shall be in Possession of the Lands, &c. shall be deemed entitled thereto.

XXXIV. Provided always, and be it further enacted, That when any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England*, in the Name and with the Privy of the Accountant General of the Court of Chancery, in pursuance of this Act, for the Purchase of any Lands, Tenements, or Hereditaments, or of any Estate, Right, or Interest in any Lands, Tenements, or Hereditaments to be purchased in pursuance thereof, or to any Bank Annuities to be purchased with any such Money, or to the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands, Tenements, or Hereditaments at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands, Tenements, or Hereditaments, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court of Chancery ; and the Dividends or Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid and applied and disposed of accordingly, unless it shall be made appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands, Tenements, or Hereditaments, or to some Estate or Interest therein.

The Court may order reasonable Expences of Purchasers to be paid by the Company.

XXXV. Provided also, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Persons or Corporation entitled to any Lands, Tenements, or Hereditaments to be purchased under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court, and to be applied in the Purchase of other Lands, Tenements, or Hereditaments, to be settled to the like Uses in pursuance thereof respectively, it shall be lawful for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company of Proprietors hereby incorporated, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

XXXVI. And

XXXVI. And be it further enacted, That all and every Person and Persons who shall have any Mortgage or Mortgages on any Lands, Tenements, and Hereditaments, to be taken or used for the Purposes of this Act, not being in Possession thereof by virtue of such Mortgage or Mortgages, shall, on the Tender of the Principal Money and Interest due thereon, together with the Amount of Three Calendar Months Interest on the said Principal Money by the said Company of Proprietors hereby incorporated, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage or Mortgages to the said Company, or to such Person or Persons as they shall appoint, or in case such Mortgagee or Mortgagees shall have Notice in Writing from the said Company of Proprietors hereby incorporated, or from such Person or Persons as they shall appoint, that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage or Mortgages at the End or Expiration of Two Calendar Months, (to be computed from the Day of giving such Notice), that then at the End of the said Two Calendar Months, on Payment of the Principal and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Company of Proprietors hereby incorporated, or to such Person or Persons as shall be appointed in Trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid, on such Tender or Payment, that then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due upon any such Mortgage or Mortgages, with all Interest due thereon, shall amount to more than the real Value of the Premises, to be ascertained as directed by this Act, then the said Company of Proprietors hereby incorporated shall not be liable to pay the Mortgagee or Mortgagees more than the real Value of such Premises so ascertained as aforesaid: Provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest due on any Mortgage as aforesaid into the Bank of *England*, at the End of Two Calendar Months from the Day of giving such Notice as aforesaid, for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give a Receipt or Receipts for the said Money in like Manner as is herein-before directed, in Cases of other Payments into the Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for him, her, or them, shall vest in the said Company hereby incorporated, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages, to all Intents and Purposes whatsoever: Provided also, that if such Mortgage or Mortgages shall comprize any other Lands, Tenements, or Hereditaments, than those which shall be so purchased or taken by the said Company of Proprietors hereby incorporated, such Mortgagee or Mortgagees shall, upon Payment or Tender of the Sum so ascertained, as the Value of the said Lands, Tenements, or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands, Tenements, or Hereditaments, to the said Company of Proprietors hereby incorporated, or to such Person or Persons as shall be appointed in Trust for them; and in Default of their doing so, and on Payment of such Money into the Bank of *England*, for the Use of the Mortgagee or Mortgagees, the Cashier or Cashiers of the Bank shall give such Receipt or Receipts as above mentioned; and thereupon all the Estate, Right, Title, Interest, Use, Trust,

Mortgages to convey.

Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for them in the said Lands, Tenements, or Hereditaments, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Company hereby incorporated, and they shall be deemed to be in the actual Possession of the said Premises, to all Intents and Purposes whatsoever, and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

First and
other General
Assemblies.

XXXVII. And be it further enacted, That the First General Assembly of the said Company of Proprietors hereby incorporated for putting this Act into Execution, shall be held at the *Free Masons Tavern*, in the Parish of *Saint Giles in the Fields*, in the County of *Middlesex*, or at some other convenient Place in the said County, upon the Fourth *Monday* next after the passing of this Act, at the Hour of Eleven in the Forenoon; and the Second General Assembly of the said Company hereby incorporated shall be holden upon the Second Day of *November* then next ensuing, at such Place and Hour as the said Company at their said First Assembly shall appoint; and all future General Meetings of the said Company hereby incorporated, except such General Assemblies as herein-after mentioned, shall be held on the First *Wednesday* in the Months of *June* and *December* respectively, in every Year, at the Hour of Eleven in the Forenoon, at such Places as the said Company of Proprietors hereby incorporated at their preceding General Assemblies shall from Time to Time direct and appoint, of which General Assemblies Fourteen Days previous Notice at the least shall be given by public Advertisement in any Two or more of the *London* Newspapers, and in such Manner as the said Company of Proprietors hereby incorporated, at their respective General Assemblies, shall direct; and the said Company of Proprietors hereby incorporated, at such respective General Assemblies to be held on the First *Wednesday* in the Month of *June* in every Year, and at no other Time, shall choose and elect out of such of the said Proprietors as at the Time of such Election shall respectively be possessed in their own Right of Twenty or more Shares in the said Undertaking, one General Committee to manage the Affairs of the said Company of Proprietors hereby incorporated, as herein-after directed, the said General Committee to consist of Fifteen Persons; and every such Committee shall continue for One Year from the Time of their Appointment, and until another shall be chosen in their Stead, unless any Member or Members of such General Committee shall die or refuse to act, or cease to be entitled to Twenty Shares at least in the said Undertaking, or shall hold any Place, Office, Employment, or Contract under the said Company, in any of which Cases it shall be lawful for the General Committee to fill up the Vacancy or Vacancies in such Committee for the Remainder of the said One Year, and so from Time to Time, as Occasion may require; and the said Company of Proprietors hereby incorporated shall have Power and Authority, at any such General Assembly, to remove and displace any Person or Persons who shall have been chosen an Officer or Officers under them, and to revoke, alter, amend, or change any of the Rules and Directions herein prescribed and laid down with regard to their Proceedings among themselves, as to them shall seem meet, (the Method of calling General or Special Assemblies, and their Time and Place of Meeting and voting and appointing Committees only excepted), and shall have a Power
to

to make such Rules, Bye Laws, and Orders for the good Government of the said Company and the said General Committee, and their Servants, Agents, and Workmen, and for the whole, complete, and total Superintendence and Management of the said Undertaking, and of the Boatmen and others who shall carry any Goods, Wares, or Merchandizes upon any Part of the said Undertaking, or shall use any of the Works by this Act authorized to be made, as to the said General Assemblies shall seem meet and fitting, and to impose and inflict such reasonable Fines or Forfeitures upon all Persons who shall offend against any such Rules, Bye Laws, or Orders, as to such General Assembly shall seem meet, not exceeding the Sum of Ten Pounds for any one Offence; which said Rules, Bye Laws, and Orders being reduced into Writing under the Common Seal of the said Company of Proprietors hereby incorporated, shall be binding upon and observed by all Parties using or in any Way concerned in the said Works, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided that they be not repugnant to the Laws of that Part of the United Kingdom called *England*, or to the Provisions and Directions in this Act contained, or to any of them; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in Manner herein-after mentioned; and every such General Assembly shall have Power to call for, audit, and settle all Accounts of Money received, laid out, and disbursed on account of the said Undertaking, by the Treasurers, Receivers, or Collectors of the Rates, and other Officers by them appointed, or by any other Person or Persons whomsoever, employed by or concerned for or under them in and about the said Undertaking, and the Works thereto belonging, but no Vote or Votes by Proxy shall be given, or have any Power in or as to the Audit and Settlement of Accounts; and the said Company of Proprietors hereby incorporated shall have Power to adjourn themselves from Time to Time to such Place or Places as shall at such General Assemblies be thought meet and convenient: Provided always, that all General and Special Assemblies of the said Company of Proprietors hereby incorporated shall be held within the County of *Middlesex*.

XXXVIII. Provided always, and be it further enacted, That if at any such General Assembly there shall not be Persons present who shall be possessed of One thousand Shares at the least in the said Undertaking, either as Principals or Proxies, no Choice of any General Committee, nor any Removal of any Persons or Person from such Committee, nor any Election of any Person or Persons in the room of such of the Members of the said Committee as shall die or be so removed, shall be made at that Time, but in such Case there shall be another Assembly of the Proprietors of the said Undertaking at the same Place, in the Week then next following, and on the same Day in that Week, and so from Time to Time, until there shall be Persons present at such Assembly having such Number of Shares as aforesaid, and such Choice, Removal, or new Appointment of any Member of such Committee shall then take place, and the Persons then chosen to be of such General Committee shall have the same Powers which they would have had, and shall continue in such Offices until such Time as they would have done had they been chosen by the said First Assembly herein-before appointed; and in case of Failure of the assembling of a sufficient Number of Proprietors having One thousand Shares, as Principals or Proxies at such First Assembly, every Proprietor who shall

General Assemblies for choosing Committees to consist of 1000 Shares.

[*Loc. & Per.*]

47 P

not

not attend such Second Assembly in Person or by Proxy, shall forfeit to the said Company of Proprietors hereby incorporated, for every Share which he or she shall possess in the said Undertaking, the Sum of Ten Shillings; to be deducted out of the next succeeding Payment of Interest or Dividends of the Profits of the said Undertaking, as the Case may happen; and in case no Interest or Dividends shall be payable to such Person or Persons so making Default as aforesaid within Six Calendar Months next after the making of such Default, then such Forfeiture shall be recovered by the Ways and Means herein-after appointed for the Recovery of any of the other Penalties or Forfeitures imposed by this Act.

Assembly of Proprietors may be specially convened.

XXXIX. And be it further enacted, That if it shall at any Time appear that, for the more effectually putting this Act into Execution, a Special Assembly of the said Company of Proprietors hereby incorporated is necessary to be held, it shall be lawful for any Fifteen or more of them, possessed of One hundred Shares in the whole at least in the said Undertaking, to cause Fourteen Days Notice at least to be given thereof in any *London* Newspapers, or in such other Manner, and at such Time or Place, as the said Company hereby incorporated shall at any General Assembly direct or appoint, specifying in such Notice the Reason and Intention of requesting such Special Assembly, and the Time when and the Place where the same shall be held (such Place being where the same shall be directed from Time to Time by the General Assemblies of the said Company, and not elsewhere); and the said Company are hereby authorized to meet pursuant to such Notice, and such of them as shall be present shall proceed to the Execution of the Powers by this Act given to the said Company of Proprietors with respect to the Matters so specified only; and all such Acts of the Proprietors, or of the major Part of them met together at every such Special Assembly (provided such major Part shall be possessed of Seven hundred Shares at the least in the said Navigation, either as Principals or Proxies), shall be as valid, with respect to the Matter specified in such Notice, as if the same had been done at any ordinary General Assembly.

General Assembly to elect and appoint Officers.

XL. And be it further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated at any General Assembly, and they are hereby authorized and required from Time to Time, to nominate and appoint, by Writing under their Common Seal, a Treasurer or Treasurers, and also One or more Clerk or Clerks to the said Company, on whom the Service of all Writs, Notices, and other legal Proceedings against the said Company shall be deemed good Service on the said Company, taking such Security for the due Execution of their respective Offices as the said Company shall think proper; and such Clerk or Clerks shall, in a proper Book or Books, to be provided by the said Company for that Purpose, enter and keep a true and perfect Account of the Names and Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons who shall from Time to Time become Owners and Proprietors of, or entitled to any Share or Shares therein, and of all Acts, Proceedings, and Transactions of the said Company, and of the General and other Committee or Committees, by virtue of and under the Authority of this Act; and each of the said Proprietors of the said Undertaking shall and may, at all convenient Times, have Recourse to and peruse and inspect the same *gratis*, and may demand and have Copies thereof,

thereof, or of any Part thereof, paying for every One hundred Words so to be copied the Sum of Sixpence; and if any such Clerk or Clerks to the said Company, and General or other Committees, shall refuse to permit any Proprietor so interested as aforesaid to inspect or peruse such Book or Books of Proceedings at all convenient Times and Seasons, or refuse to make any such Copy or Copies at the Rate or Price aforesaid, he shall for every such Offence forfeit and pay a Sum not exceeding Ten Pounds; and whenever any Clerk or Treasurer shall die or be removed, or quit the Service of the said Company, it shall be lawful for the said General Committee of the said Company to appoint some other fit Person or Persons in the Place of the Clerk or Treasurer so dying, quitting, or being removed, until the then next General Assembly, when the Clerk or Clerks, Treasurer or Treasurers so appointed, or some other Clerk or Clerks, Treasurer or Treasurers, shall be nominated and appointed for the Purposes aforesaid.

XLI. Provided always, That the said Company of Proprietors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer, Receiver, or Collector for any of the Purposes of this Act, for the faithful Execution of their respective Offices, before they shall enter thereupon respectively.

Company to take Security from their Treasurer, &c.

XLII. And be it further enacted, That no Member of the said General Committee (although he may be a Proprietor of more Shares than One in the said Undertaking) shall have more than One Vote at any Meeting of such Committee, except the Chairman, who shall be chosen by and out of the said Committee, and who, in case of an Equality of Votes upon any Question agitated in the said Committee, shall have the casting Vote, although he may have given one Vote before, and that all the Powers and Authorities hereby vested in or directed to be exercised by the said General Committee may be done and exercised by the major Part of them present at their respective Meetings, the whole Number present not being less than Five, and every such General Committee shall from Time to Time make Reports of their Proceedings to the General Assemblies of the Company, and shall obey their Orders and Directions; and the said General Committee shall (subject nevertheless at all Times to such Orders and Directions as aforesaid) meet at such Times and Places, and shall from Time to Time adjourn themselves to such other Time and Place as they shall think fit; and the said General Committee shall by their Clerk or Clerks keep a full and true Account of all Money disbursed and Payments made, and of all and every Sum and Sums of Money which shall be received in respect of such Undertaking, by and from any Person or Persons whomsoever employed in or having any Concerns, Dealings, or Transactions with the said Undertaking, or any Part thereof, and shall regularly by their Clerk or Clerks as aforesaid, write and enter into a Book or Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies (as the Case shall require) of their Orders and Proceedings, which Book or Books shall be deposited with and kept under the Care and Direction of the said General Committee (provided always, that every Proprietor upon every reasonable Desire shall have free Access thereto as herein-before mentioned for his or her Inspection); and the said General Committee shall have Power from Time to Time (subject nevertheless to the Direc-

Regulations respecting the General Committee and Powers of the same.

tions

tions and Controul of any such General Assembly) to appoint an Engineer or Engineers to inspect the Works of the said Navigation, an Architect or Architects for erecting and surveying any Wharfs or other Buildings to be erected by the said Company of Proprietors hereby incorporated, and also a Land Surveyor or Land Surveyors for any Purpose relating to the Execution of this Act; and every such Engineer, Architect, and Land Surveyor, shall be paid by the said Company such Salary or Allowance as the said General Committee shall direct or appoint; and any such General Committee may remove any such Engineer, Architect, and Land Surveyor whenever they shall think proper; and such General Committee shall have full Power and Authority to contract for and purchase Lands, Messuages, Tenements, Hereditaments, and Materials for the Use of the said Undertaking, employ, order, and direct the Workmen, place and displace Collectors, Under Officers, Clerks, Servants, and Agents, make all Contracts and Bargains touching the said Undertaking, and do, execute, and perform all other Matters and Things whatsoever, necessary and expedient to be done in and about the said Navigation and Undertaking, and which the said Company are by this Act empowered to do, save and except such only as are hereby directed to be done by the Proprietors at their General Assemblies as herein mentioned.

Power to
appoint Sub-
committee.

XLIII. And be it further enacted, That it shall be lawful for the General Committee at their First Meeting, after their Election in every Year, to nominate and appoint one or more Sub-committees (every such Sub-committee to consist of Five or more Persons) out of such of the Proprietors of the said Navigation as shall be possessed in their own Right of Ten Shares at the least, and such Sub-committee shall have full Power and Authority to do, execute, and perform all Matters and Things whatsoever, in and about the said Undertaking, which the said General Committees shall from Time to Time entrust to the Management of such Sub-committees; and such Sub-committees shall meet at such Times and Places within their respective Divisions as they shall think proper; and all Powers hereby vested, or which shall be vested in such Sub-committees by the said General Committee as aforesaid, shall be exercised by the major Part present, at their respective Meetings, the whole Number of Members present not being less than Three; and at all Meetings of such Sub-committees respectively, one of the Members present shall be appointed Chairman, and all Questions shall be decided by the Majority of Votes, and the Chairman shall have the casting Vote in case of an equal Division, but no other Member shall have more than One Vote; and such Sub-committees shall from Time to Time make Reports and send Copies of their Proceedings to the General Committee, if required, and shall at all Times be subject to the Controul of the said General Committee, and shall obey all their Orders and Directions in and about the Affairs of the said Company, so that such Orders and Directions be not contrary to the express Directions, Regulations, and Provisions contained in this Act.

General
Committee
to make
Calls.

XLIV. And be it further enacted, That the said General Committee shall have full Power and Authority from Time to Time to make such Call or Calls for Money, from the several Proprietors of the said Undertaking, in order to defray the Expences of, or carry on the same, as they shall from Time to Time find wanting and necessary for those Purposes, so that no such Call shall exceed the Sum of Ten Pounds for or in respect of every

every Share in the said Navigation and Undertaking, and so that no such Calls be made, but at the Distance of Two Calendar Months at least from each other; all which Money so to be called for shall be paid into the Hands of the Treasurer or Treasurers of the said Company, to be issued, paid, and applied in such Manner as the said General Committee shall from Time to Time order and direct.

XLV. And be it further enacted, That every Body or Bodies Politic, Corporate, or Collegiate, or other Person or Persons, who shall by virtue of this Act have subscribed or undertaken for one or more Share or Shares of and in the said Undertaking, and his, her, and their Successors, Executors, Administrators, and Assigns, shall be and be deemed a Proprietor and constituent Member of the said Corporation hereby created, and shall have a Vote for every such Share in every such General or other Assembly, to be held as herein-after appointed for carrying on the said Undertaking, which may be given by him, her, or them, or by his, her, or their Proxy or Proxies, duly constituted under his, her, or their Hand or Hands, or under the Seal of any Corporation Aggregate, and such Vote or Votes by Proxy shall be as valid as if such Principal or Principals had voted in Person; and whatever Question or Questions as to the Election of proper Officers, or the Determination of any other Matter or Thing, shall be proposed, discussed, or considered, in any General or other Assembly of the said Company of Proprietors hereby incorporated, to be held by virtue of this Act, the same shall be finally determined by the Majority of Votes and Proxies then present, computing one Vote for every Share: Provided nevertheless, that no Proprietors shall be entitled to give more than Ten Votes on account of the whole Number of his, her, or their Shares in the said Navigation, and that no Person shall give or deliver a Vote in respect of Proxies for more than Fifty Shares of absent Proprietors, and the Appointment of every Proxy shall be made according to the Form following:

Subscribers to have a Vote for every Share, by themselves or Proxies, not exceeding Ten Shares, &c.

I _____ of _____ one of the Proprietors of *The Regent's Canal*, do hereby nominate, constitute, and appoint _____ of _____ in my Name, and in my Absence, to vote or give my Assent or Dissent to any Business, Matter, or Thing relating thereto, which shall be proposed at any General or Special Assembly of the Proprietors of the said Canal, or any Adjournment thereof at all Times hereafter, until I shall revoke the Appointment by Notice in Writing under my Hand to some Clerk to the said Company of Proprietors: In Witness whereof, I have hereunto set my Hand this _____ Day of _____

Form of Proxy.

And at every General or other Assembly of the said Company of Proprietors hereby incorporated, one of the Proprietors present shall be appointed Chairman, and shall not only have a single Voice as a Proprietor in respect of each Share as aforesaid, but in case of an Equality of Votes shall have the decisive or casting Vote, although he may have voted before in relation to the Matter in question.

XLVI. Provided always, and be it further enacted, That the respective Persons who have subscribed or agreed to advance, or who shall hereafter subscribe or agree to advance any Money towards the said Undertaking, or shall be Owner or Owners, Proprietor or Proprietors of any Share or

Subscribers to pay the Calls on their Subscriptions.

Shares in the said Undertaking, shall and they are hereby required to pay the Sum or Sums by them respectively subscribed or agreed to be advanced, or such Parts and Proportions thereof, as shall from Time to Time be called for by the General Committee of the said Company of Proprietors hereby incorporated, by virtue of the Powers and Directions of this Act, at such Times and Places, and in such Manner as shall be directed by the said Committee; and in case any of such Subscribers shall neglect or refuse to pay the same at the Time and Place, and in the Manner so required for that Purpose, the said Company of Proprietors are hereby empowered to sue for and recover the same in any Court of Law or Equity.

Committee may allow Interest to Proprietors on Payments in advance.

XLVII. Provided always, and be it enacted, That if any Subscriber or Subscribers to the said Navigation and Undertaking shall be minded and desirous to pay or advance immediately into the Hands of the said General Committee, or of the Person or Persons whom they shall appoint to receive the same, the full Amount of his, her, or their Subscription for the Share or Shares for which he, she, or they may have subscribed, or any Part thereof, not being less than a Sum of Thirty Pounds, without waiting for the said Call or Calls; then and in such Case it shall be lawful for the said General Committee, to pay to the said Subscriber or Subscribers, out of the Funds of the said Company, Interest upon the same, at the Rate of Five Pounds *per Centum per Annum* upon the Amount which such Payment in Advance may be over and above the said Calls, and from the Period of the Call immediately preceding such Payment in Advance, up to the Period of such subsequent Call respectively, according to the Sum then in Advance, over and above the Amount of the said Call.

Directing the Proceedings in Actions for Calls.

XLVIII. And be it further enacted, That in all Actions brought by the said Company of Proprietors hereby incorporated, against any Person or Persons who hath or have subscribed, or who shall hereafter subscribe or advance any Money, for and towards the said Undertaking, or against any Owner or Owners, Proprietor or Proprietors, of any Share or Shares in the said Undertaking, to recover any Sum or Sums of Money due and payable to the said Company, for or by reason of any Call or Calls made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant or Defendants, being an Owner or Owners, Proprietor or Proprietors, of such or so many Share or Shares in the said Undertaking, is or are indebted to the said Company, in such Sum or Sums of Money, as the Call or Calls in Arrear shall amount to, for such and so many Call or Calls of such or so many Sum or Sums of Money, upon such or so many Share or Shares belonging to the said Defendant or Defendants, (as the Case may happen to be); whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter, and on the Trial of such Action it shall be only necessary to prove that the Defendant or Defendants at the Time of making such Call or Calls was or were an Owner or Owners, Proprietor or Proprietors, of some Share or Shares in the said Undertaking, and that such Call or Calls was or were in fact made, and that such Notice was given thereof as is directed by this Act; and the said Company shall thereupon be entitled to recover what shall appear due, and that no Wager of Law shall be allowed in any such Action.

XLIX. And for the better enforcing the Payment of such Calls, be it further enacted, That if any Person or Persons, upon whom any Call or Calls for Money shall or may hereafter be made under or by virtue of this Act, for or in respect of any Share or Shares in the said Undertaking, shall neglect or refuse to pay his, her, or their rateable or proportionable Share or Shares of the said Money to be called for and raised by virtue of this Act, for the Space of One Calendar Month after such Call or Calls shall have been made as aforesaid, then and in such Case it shall and may be lawful to and for the said Company, at some General or Special Assembly, to be held after such Neglect or Refusal, to pay such Call or Calls as aforesaid, to declare all and every or any of the Share and Shares of such Person or Persons so neglecting or refusing as aforesaid to be forfeited, and from thenceforth the said Share or Shares so declared to be forfeited, shall be vested in the said Company, their Successors, and Assigns, to and for the Uses and Purposes herein-after mentioned: Provided always, that no Share or Shares of and in the said Undertaking, shall vest in or accrue to the said Company, until Notice in Writing thereof shall be given by the Treasurer or by the Clerk or Clerks of the said Company to the Person or Persons, or to the Clerk or Clerks, or other Head Officer or Officers of the Body or Bodies Politic, Corporate, or Collegiate, in whose Name or Names such Share or Shares shall, at the Time of giving such Notice, stand registered in the Books of the said Company, or left at his, her, or their Dwelling House, or usual or last known Place of Abode, Fourteen Days at the least before such Share or Shares shall vest in or accrue to the said Company, or until Notice be published in the *London Gazette*, and in a *London Newspaper*, in case such Person or Persons cannot be found; and in such Notices respectively shall be contained a Statement and Account of how much Money is due from such Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, for his, her, or their Call or Calls in respect of his, her, or their Shares or Shares in the said Undertaking; and no such Share or Shares shall be forfeited to or vested in the said Company, if the Owner or Owners of such Share or Shares shall pay what shall appear by such Statement to be due, together with legal Interest on the same, and all Expences attending the Application for the same within the Time specified in such Notice; any thing contained in this Act to the contrary thereof in anywise notwithstanding.

Manner of
enforcing
Calls.

L. And be it further enacted, That when any Share or Shares of the said Undertaking shall, by virtue of this Act, have become forfeited to or vested in the said Company as aforesaid, then and in every such Case it shall and may be lawful to and for the said Company, or their General Committee for the Time being, and they are hereby authorized and empowered from Time to Time to sell, or cause to be sold by public Auction or by private Contract, and by Writing under the Common Seal of the said Company to assign and transfer such and so many of the Share or Shares of such Defaulter or Defaulters, as the said Company or their General Committee shall from Time to Time find necessary, and direct to be sold unto such Person or Persons as shall become the Purchaser or Purchasers thereof, his, her, or their Executors, Administrators, and Assigns; and such Assignment and Transfer shall be good, valid, and effectual against the Owner or Owners of every such Share or Shares so forfeited to or vested in the said Company and sold as aforesaid, and all Persons claiming under him, her, or them: Provided always, that in case

Company
empowered
to sell Shares
that become
vested in
them by De-
fault of Own-
ers not paying
Calls thereon.

the

the Money produced by the Sale of any such Share or Shares shall be more than sufficient to pay such Arrears as aforesaid, and legal Interest thereon, and the Expences attending the Sale or Sales thereof, the Surplus arising from such Sale shall be paid to the Person or Persons to whom such Share or Shares shall have belonged: Provided also, that the said Company of Proprietors, or their General Committee, shall not by virtue of this Act at any Time or Times sell or transfer, or direct to be sold or transferred, any more of such Shares of such Defaulter or Defaulters than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due by such Defaulter or Defaulters, for or on account of such Call or Calls, and the Interest and Expences attending the same; and from and after Payment of every the Call or Calls to be made by virtue of this Act, and the Interest and Expences as aforesaid, any Share or Shares vested in the said Company of Proprietors hereby incorporated as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, to whom such Share or Shares shall have before belonged, in such Manner as if such Calls had been duly and regularly paid.

Company not
to sue for
Calls on for-
feited Shares.

LI. Provided also, and be it enacted, That nothing herein contained shall empower the said Company to sue the original Proprietors of any Share or Shares, which shall be declared to be forfeited in Manner and according to the Tenor, true Intent, and Meaning of this Act, except such as shall revert in pursuance of the last preceding Clause for any Call or Calls for Money subsequent to the Declaration of such Forfeiture; but when any such forfeited Share or Shares shall be sold, the Purchaser or Purchasers thereof shall be liable to the future Calls, in the same Manner as if he, she, or they had been the original Proprietor or Proprietors of such Share or Shares.

On Death of
Subscribers
before Share
completed,
Executors
may do it.

LII. Provided also, and be it further enacted, That if any Owner or Owners of any Share or Shares in the said Undertaking shall happen to die before such Call or Calls shall have been made for the full Sum to be advanced on each Share which he, she, or they shall have been possessed of or entitled to, without having made Provision by Will or otherwise, how or in what Manner such Share or Shares shall be disposed of, and how or by what Means the future Calls in respect thereof shall be paid to the said Company for the Purpose of the said Undertaking, then and in such Case the Executor or Executors, Administrator or Administrators, of any such Owner so dying, or the Trustee or Trustees, Committee or Committees, Guardian or Guardians of any Infant or Infants, or of any other Person or Persons entitled to the Estate and Effects of such deceased Owner, shall be indemnified against all and every such Infant or Infants, and against all and every other Person or Persons whomsoever, for or on account of his, her, or their having paid any Sum or Sums of Money when called for as aforesaid, to complete every such Subscription; and if such Owner or Owners deceased shall not have left Assets sufficient, or in case the Executor or Executors, Administrator or Administrators, Trustee or Trustees, Committee or Committees, Guardian or Guardians, shall refuse or neglect to answer such Calls, the said Company of Proprietors shall be, and they are hereby authorized and empowered to admit any other Person or Persons to be Proprietor or Proprietors of the Share or Shares of such Owner or Owners deceased, on Condition that he, she, or they so-admitted, do
and

After a Call
no Share to
be sold until
the Money
shall be paid.

LIV. And be it further enacted, That after any Call of Money shall have been made by such Committee as aforesaid, no Person or Persons shall sell or transfer any Share or Shares which he, she, or they shall possess in the said Undertaking, upon Pain of forfeiting his, her, or their respective Share or Shares therein to the said Company, in Trust for the Benefit of all the said Proprietors, unless he, she, or they, at the Time of such Sale or Transfer, shall have paid and discharged to the Treasurer of the said Company of Proprietors, the whole and entire Sum of Money which shall have been called for upon each Share so sold or transferred, such Forfeiture, nevertheless, to be declared at a General Assembly, in Manner before directed.

Regulations
as to the Ac-
quisition of
Shares.

LV. And whereas much Inconvenience may arise by the frequent Transfer of the Right and Title to the Shares of and in the said Undertaking, by the Marriage and Death of Proprietors, and it may be difficult in such Cases to ascertain to whom the Dividends arising or becoming due upon such Shares ought to be paid and do belong; be it therefore further enacted, That before any Person or Persons who shall claim any Part or Share of the Profits of the said Undertaking, in Right of Marriage, shall be entitled to receive the same, an Affidavit, containing a Copy of the Register of such Marriage, or the Effect of such Register, shall be made and sworn to by some credible Person, before One of the Judges at *Westminster*, a Master or Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall be transmitted to the Clerk or Clerks of the said Company, who shall file the same, and make an Entry thereof in the Book or Books, which shall be kept by the said Clerk or Clerks for the Entry of Transfers and Sales of Shares in the said Undertaking; and that before any Person or Persons who shall claim any Part or Share of the Profits of the said Undertaking, by virtue of any Bequest or Will, or in a Course of Administration, shall be entitled to receive the same, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shewn to the said Clerk or Clerks, or a Copy of so much of such Will as shall relate to the Share or Shares of the Testator, shall be made and sworn to by any Executor or Executors of such Will, before One of the Judges of His Majesty's Courts of Record at *Westminster*, a Master or Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, and shall also be transmitted to the said Clerk or Clerks, who shall file and enter the same in the Manner hereinbefore mentioned; and that in all Cases other than is hereinbefore mentioned, where the Right and Property in one or more Share or Shares in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Persons, by any other legal Means than by a Transfer or Conveyance thereof, as herein directed, an Affidavit shall be made and sworn to by Two credible Persons, before One of the Judges of His Majesty's Courts of Record at *Westminster*, or a Master or Master Extraordinary in Chancery, or One of His Majesty's Justices of the Peace, stating the Manner in which such Share or Shares hath or have passed to such other Person or Persons; and such Affidavit shall be transmitted to the Clerk or Clerks of the said Company of Proprietors hereby incorporated, who shall thereupon enter and register the Name or Names of every such new Proprietor or Proprietors in the Register Book or List of Proprietors in the said Undertaking; and that in all or any of the said Cases it shall and may be lawful to and for the said Company of Proprietors, at any

General

General or Special Assembly, after Three Calendar Months Notice shall have been given by the said Clerk or Clerks to the Person or Persons claiming to be Owner or Owners thereof, and such Person or Persons shall not have paid his, her, or their Proportion of the Money becoming payable by virtue of any Call or Calls as aforesaid, and after Notice thereof shall have been given Three Times, at the Intervals of Three Days between each Advertisement, in Two *London* Newspapers, to declare the same Share or Shares to be forfeited; and in such Case the same shall be and become forfeited, and sold and disposed of in such Manner as the said Company of Proprietors hereby incorporated shall direct, or otherwise become consolidated in the general Fund of the said Company.

LVI. And for the better Security of the several Proprietors of the said Undertaking, as to their respective Shares therein, be it further enacted, That the said Company of Proprietors hereby incorporated shall, and they are hereby required, at their first or at some subsequent General Assembly, as soon as conveniently may be, to cause the Names and proper Additions of the several Persons who shall then be entitled to any Share or Shares in the said Undertaking, with the Number of Shares which they are then respectively entitled to hold, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book or Books, to be kept by the Clerk to the said Company of Proprietors hereby incorporated, and after such Entry made, to cause their Common Seal to be affixed thereto; and every Proprietor requiring the same may have a Certificate of such Entry for each Share, certified under the Hands or Hand of the Clerks or Clerk to the said Company, on paying to the Clerk Two Shillings and Sixpence, and no more, for every such Certificate, and such Certificate shall be admitted in all Courts whatever as Evidence of the Title of such Proprietor, his, her, or their Executors, Administrators, and Assigns, to the Share or Shares therein specified; but the Want of such Certificate shall not hinder or prevent the Owner or Proprietor of any of the said Share or Shares from selling or disposing thereof; and in case any such Certificate shall become defaced, worn out, or damaged, or shall be ascertained to have been lost or destroyed, then and in such Case another Certificate shall be made out and delivered by the Clerk, on the same Terms and Conditions as aforesaid.

Names of Proprietors and Numbers of their Shares to be entered in a Book, &c.

LVII. And, to the end that the said Company of Proprietors hereby incorporated may be enabled to carry on and complete the said Undertaking, be it further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated to raise and contribute among themselves, in such Proportions as to them shall seem meet and convenient, a competent Sum of Money, for making and completing the said Canal and Collateral Cut hereby authorized to be made, and all the Works and Conveniences to the same belonging or requisite and useful thereto respectively, so as that the same do not exceed the Sum of Three hundred thousand Pounds in the Whole (except as herein-after is mentioned); and the Money so to be raised is hereby directed and appointed to be laid out and applied in the first place, for and towards Payment, Discharge, and Satisfaction of all Fees and Disbursements in obtaining and passing this Act, and for making the Surveys, Plans, and Estimates preparatory and incident thereto, and all other Expences relating to the same, and all the Residue and Remainder of such Money shall be used and applied for and towards

Company enabled to raise Money by Mortgage, &c.

making

making, completing, and maintaining the said Canal and Collateral Cut, and other Works respectively hereby authorized to be made, and for other the Purposes of this Act; and so much of the said Sum as shall be raised and contributed by Subscription, shall be divided and distinguished into as many equal Shares of One hundred Pounds each, at the Option of the Subscribers (such Option to be declared at the First General Assembly to be held by virtue of this Act), as the same shall amount unto, which Shares shall be numbered in numerical Progression, and shall be deemed Personal Estate, and shall be transmissible as such, and not of the Nature of Real Property; and the said Shares shall be and are hereby vested in the said several Subscribers, and their several and respective Executors or Administrators, Successors and Assigns, to their and every of their proper Use and Behoof, proportionably to the Sums which they shall severally subscribe and pay thereunto; and all and every the Bodies Politic, Corporate, and Collegiate, and every Person and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe and pay in the Sum of One hundred Pounds for every whole Share, or such Sum or Sums as shall be demanded in lieu thereof, towards carrying on and completing the said Navigation, shall be entitled to and receive, after the same shall be completed, the entire and net Distribution of a proportionate Part of the Profits and Advantages that shall and may arise and accrue by virtue of the Sum and Sums of Money to be raised, recovered, or received by the Authority of this Act, and so in Proportion for any greater Number of Shares; and every Body Politic, Corporate, or Collegiate, Person or Persons, having one Share in the said Undertaking, and so in Proportion as aforesaid, shall bear and pay an adequate proportionate Sum of Money towards carrying on the said Undertaking in Manner herein-after directed and appointed; and in case the said Sum of Three hundred thousand Pounds shall at any Time or Times be deemed or found insufficient for the making, completing, and maintaining the said Canal and Collateral Cut, and other the Works hereby authorized to be made, and all necessary Charges and Expences relating thereto, then and in such Case it shall be lawful for the said Company of Proprietors hereby incorporated, to raise and contribute among themselves in such Shares and Proportions and in Manner and Form as herein-before directed, or by the Admission of new Subscribers, (as to them shall seem meet), any further or other Sum of Money for perfecting and completing the said Navigation and other Works, not exceeding the Sum of One hundred thousand Pounds; and every such new Subscriber (if any) shall become a Proprietor in the said Navigation and Undertaking hereby authorized to be made, and shall be entitled to exercise and enjoy the same Powers, Privileges, and Advantages, and shall be also liable to the same Restrictions, Penalties, and Forfeitures, as if such further or other Sum hereby allowed to be subscribed for and raised had been Part or Parcel of the said original Subscription; but in case the said Company of Proprietors hereby incorporated shall be desirous to raise such further and other Sum, or any Part thereof, by Mortgage of the said Navigation and Undertaking, instead of by Contribution or Subscription, then and in such Case it shall be lawful for the said Company of Proprietors hereby incorporated, to borrow and take up at Interest, of and from any Person or Persons, who shall be willing to advance and lend the same upon the Credit of the said Navigation, any such further Sum or Sums of Money, not exceeding in the Whole the Sum of One hundred thousand Pounds as to
them

them shall seem fit and convenient; and they are hereby authorized and empowered to assign and make over their said Canal and Collateral Cut, and other Works, and the Rates to arise by virtue of this Act, or any of them, or any Part thereof, as a Security for any Sum or Sums of Money so to be borrowed, with Interest, to the Person or Persons who shall advance the same, or to his, her, or their Trustee or Trustees, by Deed of Mortgage under the Common Seal of the said Company, according to the Form following; (that is to say),

‘ WE, the Company of Proprietors of *The Regent’s Canal*, in Consi-
 ‘ deration of the Sum of _____ to us paid Form of
 ‘ by _____ of _____ do hereby, by virtue of Mortgage.
 ‘ an Act passed in the Fifty-second Year of the Reign of King *George* the
 ‘ Third, intituled [*here set forth the Title of this Act*] bargain, sell, and
 ‘ transfer unto the said _____ all and singular the Rates
 ‘ arising by virtue of the said Act, and also the said Navigation and Un-
 ‘ dertaking, and all the Right, Title, and Interest of us the said Com-
 ‘ pany of Proprietors, of, in, and unto the same, and to hold unto the
 ‘ said _____ his Executors, Administrators, and
 ‘ Assigns, until the said Sum of _____ together with
 ‘ Interest for the same after the Rate of _____ *per Centum per*
 ‘ *Annum*, shall be fully paid off and discharged.
 ‘ Given under our Seal the _____ Day of

And all Persons to whom such Mortgages shall be made, shall be equally entitled to their Proportion of the said Rates and Premises, according to their respective Sums in such Mortgages mentioned, to be advanced without any Preference, by reason of the Priority of Date of any such Mortgage, or on any other Account whatsoever, and the Money so to be borrowed is hereby directed and appointed to be laid out and applied for and towards the making, completing, and maintaining the said Navigation and Works hereby authorized to be made, and other the Purposes of this Act, and to no other Use or Purpose whatsoever, and an Entry or Memorial of every such Mortgage, containing the Number and Date thereof, and an Account of the Name or Names of the Party or Parties (with their proper Additions) to whom the same shall have been made, and of the Sum of Money borrowed, together with the Rate of Interest to be paid thereon, shall, within Fourteen Days next after the Date thereof, be written and inserted *gratis* in one or more Book or Books to be kept for that Purpose by the Clerk of the said Company of Proprietors hereby incorporated, which Book or Books shall and may be perused at all seasonable Times by the Proprietors or Creditors of the said Undertaking, without Fee or Reward; and all and every Person or Persons to whom any such Mortgage shall have been made, or who shall be entitled to the Money thereby secured, may from Time to Time assign or transfer his, her, or their Right, Title, Interest, or Benefit therein, to any Person or Persons whomsoever; which Transfer shall be made according to the Form following; (that is to say),

‘ I _____ of _____ in consideration of the Form of
 ‘ Sum of _____ paid by _____ of Transfer of
 ‘ do hereby transfer a certain Mortgage made by the Company of Proprie- Mortgages.
 ‘ tors of *The Regent’s Canal*, (Number _____,) bearing Date the
 ‘ _____ Day of _____, for securing the Principal Sum of
 ‘ [Loc. & Per.] _____ 47 S

and the Interest now due and hereafter to become due
 thereon, and all my Right and Property therein to the said
 his Executors, Administrators, and Assigns. In Witness whereof I
 have hereto set my Hand and Seal, this Day of
 in the Year of our Lord

And every such Transfer shall within Thirty Days after the Date thereof be produced and notified to the Clerk or Clerks to the said Company of Proprietors hereby incorporated, who shall thereupon cause an Entry or Memorial to be made thereof, containing the Date and Names of the Parties in the said Book or Books to be kept for entering the said original Mortgages, for which last-mentioned Entry such Clerk shall be paid the Sum of Two Shillings and Sixpence, and no more; and after such Entry made, every such Assignment shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators, and Assigns, to the full Benefit of the original Mortgage, and it shall not be in the Power of such Person or Persons who shall have made such an Assignment or Assignments, at any Time afterwards to make void, release, or discharge the original Mortgage, or any Money thereby secured, or any Part thereof.

Or by Promissory Notes.

Interest to be paid in Preference to Dividends.

LVIII. Provided always, and be it further enacted, That if the said Company of Proprietors hereby incorporated shall think it more expedient to borrow such further Sum of One hundred thousand Pounds, or any Part thereof, by Promissory Notes under the Common Seal of the said Company hereby incorporated, it shall and may be lawful for them so to do, and that such Notes shall be made payable in such Manner, and at such Time or Times, and with such legal or less Rate of Interest as the said Company shall think proper, and either with or without Power in the Holders of such Notes to have an Option of being admitted to hold a Share of One hundred Pounds in lieu of the Principal Money thereby to be secured, or so much, or such Parts thereof, as the said Company of Proprietors hereby incorporated, or their General Committee for the Time being, and the Person or Persons advancing such Money on the Security of the said Notes, shall jointly agree upon; so nevertheless, that no Person be in any Case admitted to hold a Share of One hundred Pounds in lieu of a less Principal Sum of Money than One hundred Pounds advanced on the Security of such Notes, the Particulars of such Options being at all Times expressed in the said Notes; and the Rates authorized to be taken, and which shall arise and be received by virtue of this Act, shall be a Security for any Sum or Sums of Money so to be borrowed as aforesaid, with Interest, to the Person or Persons who shall from Time to Time be entitled to such Securities, and the Principal Money and Interest thereby secured; and all Persons to whom any such Securities as aforesaid shall be given, shall be equally entitled to a Claim or Lien on the said Rates, in Proportion to the respective Sums mentioned thereby to be secured and advanced, as if the same were advanced upon Mortgages or Assignments of the said Rates, in pursuance or by virtue of this Act, and without any Preference by reason of the Priority of the Date of any such Securities, or on any other Account whatsoever; and the Interest of the Money to be so borrowed on Mortgage or Promissory Notes as aforesaid shall be paid Half-yearly to the several Persons entitled thereto, in Preference to any Interest or Dividends due and payable by virtue of this Act to the said Company of Proprietors hereby incorporated, or to any of them.

LIX. And, in consideration of the great Charges and Expences which the said Company of Proprietors must sustain and incur in making and maintaining the Works hereby authorized to be made and maintained; be it further enacted, That it shall be lawful for the said Company of Proprietors hereby incorporated, from Time to Time, and at all Times hereafter, to ask, demand, take, and recover, to and for their own proper Use and Behoof, the several Rates herein-after mentioned for the Tonnage of all Minerals, Merchandize, and other Goods, Matters, and Things whatsoever, which shall be carried or conveyed upon the said Canal and Collateral Cut hereby authorized to be made, or either of them; (that is to say),

For every Ton of Goods, Wares, Merchandize, and other Things, which shall enter either the Mouths of the said Canal, either from the Grand Junction Canal or from the River *Thames*, prior to being navigated or conveyed on the said Canal, the Sum of Sixpence *per* Ton:

For every Ton of Lime, Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone of every Kind, and Timber of every Kind; which shall be navigated or conveyed upon the several Parts or Portions of the said Canal and Collateral Cut herein-after described, over and above the said Entrance Toll, the several Sums of Money following; (that is to say),

Between the Basin next adjoining the *Thames* and the Turnpike Road at *Mile-End*, Eight-pence *per* Ton:

And between the said Turnpike Road at *Mile-End* and the Turnpike Road at *Cambridge Heath*, Sixpence *per* Ton:

And between the said Turnpike Road at *Cambridge Heath* and the *Kingsland* Turnpike Road, Four-pence *per* Ton:

And between the said *Kingsland* Turnpike Road and the Junction of the said Collateral Cut with the said Canal, Four-pence *per* Ton:

And between the same Collateral Cut, through the Tunnel at *Islington*, and *Maiden Lane*, Nine-pence *per* Ton:

And between *Maiden Lane* aforesaid, and the Turnpike Road leading from *Camden Town* to *Kentish Town*, Four-pence *per* Ton:

And between the said last-mentioned Turnpike Road and the Entrance of the said intended Canal, on the North-east Side of the Crown Land, called *Mary-le-Bone Park*, Four-pence *per* Ton:

And between the Entrance of the said Canal into *Mary-le-Bone Park* aforesaid, through the Tunnel under the *Edgeware* Road, and the Entrance of the said Canal hereby authorized to be made, into the Grand Junction Canal, Nine-pence *per* Ton:

For all other Goods, Wares, Merchandize, and Things, (except Coals, Coke, or other Mineral and Manure) which shall be respectively navigated or conveyed upon the several Parts or Portions of the said Canal or Collateral Cut herein-before described, a Rate or Sum *per* Ton equal to One Half in Addition to the respective Rates or Sums *per* Ton herein-before mentioned, and made payable for Lime, Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone, and Timber:

For all Manure which shall be navigated or conveyed upon the several Parts or Portions of the said Canal and Collateral Cut herein-before described, a Rate or Sum *per* Ton equal to One Half of the respective Rates or Sums *per* Ton herein-before mentioned and made payable for Lime,
Lime-

Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone, and Timber :

For all Lime, Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone of every Kind, and Timber of every Kind, which shall be navigated or conveyed upon the said Canal the whole Length thereof, the Rate or Sum of Three Shillings *per* Ton, including the said Entrance Toll :

For all Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone of every Kind, and Timber of every Kind, which shall be navigated or conveyed upon the said Canal from and out of the said Grand Junction Canal to the said Turnpike Road at *Cambridge Heath* aforesaid, the Rate or Sum of Two Shillings and Four-pence *per* Ton :

For all other Goods, Wares, Merchandize, and Things, (except Coals, Coke, or other Minerals and Manure) which shall be navigated or conveyed upon the said Canal from and out of the said Grand Junction Canal to the said Turnpike Road at *Cambridge Heath* aforesaid, the Rate or Sum of Three Shillings and Sixpence *per* Ton :

And for all Manure which shall be navigated or conveyed upon the said Canal, from and out of the said Grand Junction Canal, to the said Turnpike Road at *Cambridge Heath* aforesaid, the Rate or Sum of One Shilling and Two-pence *per* Ton :

For every Ton of Coals, Coke, or other Minerals which shall be navigated or conveyed upon the several Parts or Portions of the said Canal herein-after described, the several Sums of Money following; (that is to say),

Between the River *Thames* and the said Turnpike Road at *Cambridge Heath*, the Sum of One Shilling *per* Ton :

And between the said Turnpike Road at *Cambridge Heath*, and the Turnpike Road leading from *Camden Town* to *Kentish Town*, the Sum of Sixpence *per* Ton :

And between the said Turnpike Road leading from *Camden Town* to *Kentish Town* and the Grand Junction Canal, the Sum of One Shilling *per* Ton :

For all other Goods, Wares, Merchandize, and Things, (except Coals, Coke, or other Minerals and Manure), which shall be navigated or conveyed upon the said Canal, the whole Length thereof, the Rate or Sum of Four Shillings and Sixpence *per* Ton, including the said Entrance Toll :

And for all Manure which shall be navigated or conveyed upon the said Canal, the whole Length thereof, the Rate or Sum of One Shilling and Sixpence *per* Ton, including the said Entrance Toll :

For every Ton of Coals, Coke, or other Minerals, of Lime, Lime-stone, Chalk, Bricks, Tiles, Slates, Lead, Iron, Brass, Copper, Tin, Platina, Stone, Timber, and for all other Goods, Wares, Merchandizes, and Things, which shall be navigated and conveyed upon the Collateral Cut hereby authorized to be made, the Sum of Two-pence *per* Ton.

LX. Provided always, and be it enacted, That in all Cases where any Boat, Barge, or other Vessel shall be navigated, or pass upon a Part only, and not the whole Distance of any Part or Portion of the said Canal or Collateral Cut, upon which a separate Rate or Toll is herein-before imposed, the full Tolls herein-before imposed upon the whole Distance thereof

thereof shall nevertheless be paid, except as to Boats, Barges, or other Vessels, which shall be navigated upon the said Canal from and out of the Grand Junction Canal, the whole Distance to the said Turnpike Road at *Cambridge Heath*; and where there shall be a Fraction of a Ton in the Weight of Lading in any Boat, Barge, or other Vessel, a Proportion of the said Rate shall be paid for such Fraction, according to the Number of the Quarters of a Ton contained therein.

LXI. Provided always, and be it further enacted, That every Boat, Barge, or other Vessel, the whole or greater Part of whose Cargo shall consist of Coal, Timber, Stone, Iron, Manure, or other heavy Articles, passing through any Lock or Locks on the said Navigation with a less Lading than Thirty Tons at any Time or Times when there shall be Water sufficient to enable Boats, Barges, or other Vessels, to pass such Lock or Locks with a Lading or Burthen of Thirty Tons, shall pay to the said Company of Proprietors a Tonnage Rate for Thirty Tons of Lading, in the same Manner as if such Boat, Barge, or other Vessel, had actually on board Thirty Tons of Lading; but if at the Time of such passing there shall not be sufficient Water in such Lock or Locks to enable such Boats, Barges, or other Vessels to pass through the same with Thirty Tons Weight of Lading, then and in every such Case it shall be lawful for all Boats, Barges, and other Vessels, to pass any such Lock or Locks, on Payment according to the actual Weight of such Lading, provided that such Lading shall not be less than the Water will enable such Boat, Barge, or other Vessel to carry, any thing in this Act to the contrary thereof in anywise notwithstanding; but if such Lading shall be less than the Water will enable such Boat, Barge, or other Vessel to carry, Payment shall be made for the whole Weight of Lading which the Water would enable such Boat, Barge, or other Vessel to carry.

Vessels passing Locks with less than Thirty Tons of heavy Goods to pay for Thirty Tons.

LXII. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall at all Times permit the Boats and Vessels coming from or going into the *Paddington Canal*, which are permitted by the Company of Proprietors of the Grand Junction Canal to navigate on that Canal (excepting any single Boat or Vessel of less Burthen than Thirty Tons), which shall be laden with light Goods, to navigate in and through any Part of the Canal hereby authorized to be made, without charging for a greater Weight than is actually on board such Boats and Vessels; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Regulation as to the Tonnage of Boats coming from the Grand Junction Canal.

LXIII. And be it further enacted, That it shall be lawful for any Person or Persons owning or occupying any Lands or Grounds through which the said Canal and Collateral Cut hereby directed to be made, or either of them, shall pass, to have and use Boats, Barges, or Vessels, for the Carriage or Conveyance of any Dung or Manure, and also Lime and Limestone, for the Purpose of Manure only for their respective Lands, but not for Sale, upon the said Canal and Collateral Cut, or either of them, to and from his, her, and their Lands or Grounds, through which the said Canal and Collateral Cut, or either of them, shall so pass, for the Improvement thereof, without paying any Rate whatsoever to the said Company of Proprietors for the same, so as that such Person or Persons do and shall make good any Damages that may be done to the Sides or Banks of the

Allowing Land Owners to carry Manure Toll free.

said Canal or Collateral Cut; by the loading or unloading such Boats, Barges, or other Vessels; but no such Boats, Barges, or other Vessels last mentioned, shall at any Time pass through any Lock on the said Navigation without paying the Tonnage Rates to which other Boats, Barges, or Vessels would be liable.

Tolls for
passing on
the Towing
Paths, &c.

LXIV. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors hereby incorporated, from Time to Time, to demand and take the several other respective Tolls following; (that is to say),

For every Horse, Mare, Gelding, Mule, or Ass, passing on any Towing Path belonging to the said Company of Proprietors (save and except such as shall be haling or drawing any Boat, Barge, or other Vessel, and such as shall be going from Field to Field, or to or from Water or Pasture), before the same shall be permitted to pass through any Bar or Gate, or Bars or Gates (which Bars and Gates the said Company of Proprietors hereby incorporated are hereby empowered to erect, or cause to be erected), the Sum of Sixpence.

Tolls to be
taken but
Once a Day.

LXV. Provided always, and be it enacted, That no such Tolls shall be demanded or taken for any such Horse, Mare, Gelding, Mule, or Ass, more than Once in a Day, to be computed from Twelve of the Clock at Night until Twelve of the Clock in the succeeding Night, or at any more than one Bar or Gate on the same Day, for the same Horse, Mare, Gelding, Mule, or Ass, on a Ticket or Tickets, denoting the Payment of such Toll or Tolls on that Day, being produced to the Toll-gatherer or Toll-gatherers, which Ticket or Tickets all and every Toll-gatherer and Toll-gatherers shall and he and they is and are hereby required to deliver *gratis*, on Payment of such Toll or Tolls: Provided always, that it shall and may be lawful to and for the said Company of Proprietors hereby incorporated, and their Committee, from Time to Time, and when they shall respectively deem it necessary, to hinder and prevent any Horse, Mare, Gelding, Mule, Ass, or other Cattle not haling or drawing any Boat, Barge, or other Vessel, or not going from Field to Field, or to or from Water or Pasture, from passing along any of the said Towing Paths.

Recovery of
Rates and
Tolls.

LXVI. And be it further enacted, That all and every the several and respective Rates herein-before directed to be made and taken, shall be respectively paid to such Person or Persons at such Place or Places, in such Manner, and under such Regulations as the General Committee of the said Company of Proprietors hereby incorporated shall from Time to Time direct or appoint; and in case of Refusal or Neglect of Payment of any such Rates or Tolls, or any Part thereof, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company hereby incorporated may sue for the same by Action of Debt, or upon the Case, in any of His Majesty's Courts of Record at *Westminster*; or the said Company of Proprietors hereby incorporated, or other Person or Persons, Collector or Collectors, to whom the same respectively ought to have been paid, shall and may seize and distrain the Goods or other Things, and the Boat, Barge, or other Vessel laden therewith, for or in respect whereof any such Rates ought to have been paid, or any Part thereof; or the

Horse or Horses, Beasts or Cattle, or the Harness, Bridles, or Saddles thereof, or any Part thereof, for or in respect whereof such Tolls ought to have been paid as aforesaid (but no Bridle shall be seized or distrained without the Horse or other Beast), and detain the same respectively, until Payment thereof shall be made, together with reasonable Charges for such Seizure and Distress; and if such Distress shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold as the Law directs in Cases of Distress for Rent; and the General Committee of the said Company of Proprietors hereby incorporated shall have full Power from Time to Time to lower or reduce all or any of the Rates hereby granted, and again to raise the same to such Sums as they shall think proper, not exceeding the Sums herein mentioned, as often as it shall be deemed necessary for the Interests of the said Navigation, except as herein-after is mentioned.

LXVII. And be it further enacted, That all Persons whomsoever shall have free Liberty to use, with Horses, Cattle, and Carriages, the private Roads and Ways (except the Towing Paths), and likewise the Sluices, Trenches, or Passages to be made by virtue of this Act, for the Purpose of conveying any Minerals, Timber, or other Goods, Wares, Merchandize, and Things to or from the said Canal and Collateral Cut hereby directed to be made, and every Part thereof, without paying any thing for the same; and also to navigate and pass upon and use the said Canal and Collateral Cut with any Boats, Barges, or Vessels, and also to use the said Towing Paths with Men or with Horses, or other Cattle, for haling and drawing such Boats, Barges, and Vessels, but for no other Purpose, upon Payment of such Rates as shall be demanded by the said Company, not exceeding the Sums herein-before mentioned; provided nevertheless, the said Boats and other Vessels shall not, without the Consent of the said General Committee, pass through any Lock on the said Canal, or at any other Times than between the Hours of Seven in the Morning and Five in the Evening, during the Months of *November, December, January, and February*; between the Hours of Five in the Morning and Seven in the Evening during the Months of *March, April, September, and October*; and between the Hours of Four in the Morning and Nine in the Evening during the Months of *May, June, July, and August*, in every Year; and provided that no Boat, Barge, or other Vessel, of less Dimensions than Sixty Feet in Length, and Twelve Feet in Breadth, or of less Burthen than Thirty Tons, shall pass along the said Canal or Cut, without the Consent of the said Company of Proprietors, or their General Committee, in Writing first had and obtained for that Purpose: Provided always, that in case such Boat, Barge, or other Vessel, of less Dimensions or Burthen than as aforesaid, shall pay for Thirty Tons of Merchandize, it shall be lawful for such Boat or other Vessel to pass with such Consent as aforesaid.

Navigation to be free upon Payment of Rates under certain Restrictions.

LXVIII. And be it further enacted, That it shall and may be lawful to and for the Owners or Occupiers of any Lands, Tenements, or Hereditaments adjoining the said Canal or Collateral Cut, to use any Pleasure Boat or Pleasure Boats upon the same (not passing through any Lock or Locks, unless Tonnage equal to a Boat, Barge, or other Vessel of Thirty Tons Burthen shall be first paid, or the Consent of the said Company of Proprietors first had and obtained thereto), without any Interruption from the said Company of Proprietors, or any of their Officers and Agents, and without

Power for Land Owners to use Pleasure Boats.

without paying any Rate for the same, so as such Pleasure Boat or Pleasure Boats be not made use of for carrying any Goods or other Things, and so as the same do not obstruct or prejudice the Navigation of the said Canal and Collateral Cut hereby directed to be made, or the Towing Paths or other Works thereto belonging.

Saving
Rights of
Commissioners
of Sewers
for City and
Liberty of
Westminster.

LXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice; diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster*, and the County of *Middlesex*; but that all the Rights, Powers, and Authorities vested in the said Commissioners, shall remain the same as if this Act had not been made.

Commissioners
of Sewers
not to impede
or interfere
with the mak-
ing of the
Canal.

LXX. Provided also, and be it further enacted, That it shall not be lawful for any Commissioners of Sewers to prevent and impede, or in any Manner to controul or interfere with the making of the Canal hereby authorized to be made, or any of the Works thereto belonging, or to take away, divert, use, or draw off any of the Water of the said Canal, or of the Works thereunto belonging, or in any Manner to controul or interfere with the Management thereof, or to injure the said Canal, or any of the Works belonging thereto.

Directions as
to the Line
of the Canal
through
Mary-le-bone
Park.

LXXI. And be it further enacted, That the said Company hereby incorporated shall, in making the said intended Canal, in such Part thereof as shall cross the Crown Estate called *Mary-le-bone Park*, carry the Line of the said Canal in such Direction as to intersect and cross the open Drain or Sewer leading through *Mary-le-bone Park* aforesaid, from North to South towards *Baker Street*, so far to the North from the covered Part of *King's Scholar Pond Sewer* in *Baker Street*, as to allow of the said Drain or Sewer being carried over the said Canal, in such Manner as to give a Fall to the Sewer of Five Eighths of an Inch to Ten Feet from the said Canal to the said covered Sewer; any thing in this Act contained to the contrary notwithstanding.

Company
not to use any
Stream be-
longing to
the Commis-
sioners of
Sewers, &c.

LXXII. Provided always, That the said Company of Proprietors hereby incorporated shall not take or make use of for any of the Purposes of this Act any Stream or Streams whatever accustomed to flow down, or come into any of the Sewers of or belonging to the Commissioners of Sewers; but that the said Company shall, at their own proper Costs and Charges, from Time to Time make good all Sewage of or belonging to the said Commissioners, which shall at any Time or Times be disturbed, or anywise interfered with in making and maintaining the said intended Canal, or any of the Works thereof, so as that such Sewage across the Line of the said intended Canal shall at all Times be or remain as complete and perfect as at present; and that the said Company shall, at their own proper Costs and Charges, subject to the Inspection and Approbation of the Surveyor for the Time being of the said Commissioners of Sewers, erect and make, or cause to be erected and made, such and so many Culverts, Sluices, Drains, and other Works as shall be necessary for the Purposes aforesaid, and that all such Culverts, Sluices, Drains, and other Works, shall at all Times thereafter be kept, maintained, and repaired, at the proper Costs and Charges of the said Company, but the same shall be
under

under the Management, Controul, and Jurisdiction of the said Commissioners of Sewers.

LXXIII. And for the better ascertaining and more easy, effectual, and just Collection of the said Rates hereby directed to be paid to the said Company of Proprietors hereby incorporated, be it further enacted, That the Person having the Care of every Boat, Barge, or other Vessel navigating upon the said Canal and Collateral Cut, or any Part thereof, shall give to the Collector of the said Rates, or to any other Officer to be appointed for such Purpose, at the Place or Places where he shall attend for that Purpose, a just Account in Writing, signed by the Person or Persons sending or consigning such Goods and other Things as shall be embarked in each such Boat, Barge, or other Vessel, or by his or her Clerk or Agent, which Account shall contain a Statement of the Quantities and Weight of such Goods and other Things, and of their Nature, Sort, or Kind, which shall be embarked in each such Boat, Barge, or other Vessel, from whence brought, and where the same is intended to be landed, and if the Goods or other Things contained in any such Boat, Barge, or Vessel shall be liable to the Payment of different Rates, then such Account shall specify the Quantities liable to the Payment of each of the said Rates; and in case the Person having the Care of such Boat, Barge, or Vessel, shall neglect or refuse to give such Account, or shall refuse to produce his or their Invoice or Bill of Lading to the Officer demanding the same, or shall wilfully or knowingly give a false Account, or deliver any Part of such Lading or Goods at any other Place or Places than the Place or Places mentioned in that Account, or shall wilfully do any other Act whereby the Payment of the said Rates or any Part thereof shall be avoided; or if the Person or Persons sending or consigning such Goods or Things, or his or their Clerk or Agent, shall sign a false Account thereof, every Person so offending shall forfeit and pay the Sum of Twenty Shillings for every Ton of Goods or other Things, and so in proportion for any less Quantity than a Ton, which shall be in or be conveyed by such Boats, Barges, or other Vessels respectively, over and above the Rates which shall be payable for the same by virtue of this Act.

Masters of Boats to give an Account of their Lading.

LXXIV. And be it further enacted, That the Tonnage of Timber, and all other Goods, Merchandize, Articles, and Things whatsoever, conveyed upon and along the said Canal and Collateral Cut, shall be ascertained and charged according to the real Weight thereof, and that One hundred and twelve Pounds Weight Avoirdupois shall be deemed and taken as and for One hundred Weight, any Usage to the contrary thereof notwithstanding; and if any Difference shall arise between any Collector of the said Rates and the Master or other Person having the Care or Charge of any Boat, Barge, or other Vessel, or the Owner of any Goods, Wares, Merchandize, or other Things loaded or embarked therein, concerning the Weight or Quantity of the Goods, Wares, or other Matters or Things therein embarked or contained, it shall be lawful for any such Collector to stop and detain any such Boat, Barge, or other Vessel, and to weigh or gauge, or cause to be weighed or gauged, such Boat, Barge, or other Vessel, and all such Goods, Wares, and Merchandize, or other Matters or Things as shall be therein embarked or contained; and in case the same shall, upon such weighing or gauging, appear to be of greater Weight or Quantity than the Account given thereof by such Master, Owner, or other Person

What Quantities of Goods shall be deemed a Hundred Weight, &c.

[*Loc. & Per.*]

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having

having the Care of such Boat, Barge, or other Vessel, then it shall be lawful to and for the said Company, or their said Collectors, and they are hereby authorized and empowered to charge for such Goods and Things according to the Weight thereof declared by the Gauge of such Boat, Barge, or other Vessel, and the graduated Index thereon; and the Master, Owner, or other Person giving in such Account, shall pay the Costs and Charges of such weighing or gauging, all which Costs and Charges, upon Refusal of Payment on Demand, shall and may be recovered and levied in the same Manner as the said Rates are hereby appointed to be recovered and levied; but if such Timber, Goods, Wares, Merchandize, or such other Matters and Things shall appear to be of the same or of a less Weight or Quantity than the Account given thereof by the said Master, Owner, or other Person, then the said Company of Proprietors hereby incorporated shall pay the Costs and Charges of such weighing or gauging, and shall also pay to such Master or other Person, or to the Owner or Owners of such Goods, Wares, Merchandize, or other Things, such Damages as shall have arisen from such Detention; and in default of Payment thereof, the same shall be recovered from the said Company of Proprietors hereby incorporated by Action of Debt in any of His Majesty's Courts of Record.

Boats, &c. navigating the Canal to have the Names of Owners registered, and to be painted thereon, &c.

LXXV. And be it further enacted and declared, That every Owner, Master, or other Person having the Care or Command of any Boat or Barge or other Vessel, usually navigated on Inland Canals, passing upon the said Canal and Collateral Cut hereby authorized and directed to be made, or either of them, shall cause his Name and Place of Abode, and a progressive Number of his Boat or Boats, Barge or Barges, or other such Vessel or Vessels, to be registered or entered with the Clerk or Clerks of the said Company of Proprietors hereby incorporated, or such other Officer or Officers of the said Company as shall be appointed for such Purpose; and shall also cause such Name, Place of Abode, and Number, to be painted in large White Capital Letters and Figures on a Black Ground, Three Inches high at the least, and of a proportionable Breadth on the Outside of the Head or Stern of every such Boat, Barge, or other Vessel, higher than the Place to which the same shall sink into the Water when full laden; and also shall fix on each Side thereof respectively correct Indexes of Copper, Lead, or other Metal, of such graduated Dimensions, of such convenient Height, and under such Regulations as the General Committee of the said Company of Proprietors hereby incorporated shall from Time to Time direct, so that the true Weight of the Lading on board may at all Times be thereby clearly ascertained and shewn; and shall permit and suffer every such Boat, Barge, or other Vessel to be gauged, weighed, or measured, at the Expence of the said Company of Proprietors hereby incorporated, whenever it shall be required by them or any Person or Persons appointed for that Purpose, at such Place or Places on the said Navigation as they shall appoint; and every Owner, Master, or other Person having the Care or Command of any such Boat, Barge, or other Vessel, who shall navigate the same upon the said Canal and Collateral Cut hereby directed to be made, or either of them, without having such Name, Figures, or Index thereon as are herein-before directed, or shall alter, erase, deface, or destroy the same, or any Part thereof, or shall fix any false Name, Figures, or Index, or who shall refuse to permit and suffer the same to be gauged and measured, shall for every such Offence

forfeit and pay any Sum not exceeding Five Pounds; and all and every such Boats, Barges, and other Vessels used or navigated from Time to Time upon the said Canal and Collateral Cut hereby authorized and directed to be made, or either of them, or any Part or Parts thereof, having such Name or Names of the Owner or Owners thereof, and their respective Residences, and such progressive Number affixed thereon respectively as aforesaid, may also be used and navigated into, upon, or from the said River *Thames*, with any Goods, Wares, Coals, or other Merchandize and Things whatsoever, without being subject or liable to any of the Rules, Orders, Laws, or Regulations of *The Watermen's Company*, or any other restrictive Rules, Orders, Laws, or Regulations whatsoever, except such as are by this Act imposed and herein-before or herein-after enacted; any Law, Statute, or Usage to the contrary notwithstanding: Provided such Goods, Wares, Coals, Merchandize, and Things are not put on board such Boat, Barge, or other Vessel upon the said River *Thames*, and discharged at any Place or Wharf within or upon the same River, and carried or conveyed for hire within or upon the said River *Thames* only: Provided always, and except that no such Boat, Barge, or other Vessel shall be used or navigated into, upon, or from the said River *Thames* without employing a free Waterman to conduct the same whilst navigating the said River *Thames*, as by Law, Statute, or Custom is now established and ordained; and also that no such Boat, Barge, or other Vessel shall be so used or navigated upon the said River *Thames*, other than in its Passage to or from the said Canal hereby authorized and directed to be made, without the Owner, Master, or other Person having the Care or Command thereof being subject and liable to all such Pains, Penalties, Forfeitures, and Disabilities as existed and were in force before the passing of this Act; any thing herein contained to the contrary notwithstanding.

LXXVI. And be it further enacted, That the said Company shall, at their own Costs (within Three Calendar Months after the said Canal and Collateral Cut hereby directed to be made, and Towing Paths thereto belonging, shall be dug out and formed), divide and separate, and keep constantly divided and separated, the Towing Paths on each Side of the said Canal and Collateral Cut hereby directed to be made, and the adjoining Trenches or Passages, and also the Reservoirs to be made by virtue of this Act, or such Part or Parts thereof respectively as shall be declared necessary by any Two or more Justices of the Peace of the County wherein such Towing Paths or Reservoirs respectively shall be situate, from the adjoining Lands or Grounds, by Posts and Rails, Hedges, Ditches, Trenches, Banks, or other Fences, sufficient to keep off Sheep and other Cattle, to be set out and made on the Lands or Grounds which shall be purchased by, conveyed to, or vested in the said Company hereby incorporated as aforesaid; and the same Company shall, at their own proper Costs and Charges, from Time to Time maintain and support the said Towing Paths, and the said Posts, Rails, Hedges, Ditches, Trenches, Banks, and other Fences so set up and made as aforesaid; and also shall, at their like Costs and Charges, make, erect, and set up, and from Time to Time maintain and support, such and so many convenient Bridges across the said Canal hereby directed to be made, or any Aqueduct, Conductor, or Water-course leading into the same, and also Gates and Stiles in and through all the Hedges and Fences, to be by them so made on the Side of such Towing Paths as aforesaid, in such Manner as the Justices of the Peace of the said County

For fencing
off Towing
Paths and
Reservoirs.

County shall, at their General or Quarter Sessions from Time to Time, judge necessary and appoint for the Use of the Owners and Occupiers of the Lands and Grounds, Mills or Hereditaments, adjoining to such Canal, Cut and other Works, or any of them respectively; and the said Company of Proprietors shall not make the said Canal or Collateral Cut, or any Part thereof, or any Trench or Watercourse belonging to the same, in or across any common Highway, public Bridle Way, or Footpath, until they shall, at their Costs and Charges, have made and provided a good and sufficient temporary Road, Bridle Way, or Footpath, for the Accommodation of all Persons whomsoever, and until a good sufficient Bridge or Bridges, Passage or Passages, Arch or Arches, over, across, or under the said Highway, public Bridle Way, or Footpath, shall be made and perfected, and all such Gates, Stiles, Bridges, Arches, and other Works and Conveniences so to be made as aforesaid, shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company.

Swivel or Drawbridges to be shut after Vessels passed.

LXXVII. And be it further enacted, That if any Swivel-bridge or Draw-bridge (except such as may be made for the private Use of any Owner or Occupier of Land) shall be laid over or across the said Canal and Collateral Cut hereby directed to be made, or either of them, all and every Person or Persons opening any such Draw-bridge or Swivel-bridge shall and he and they is and are hereby required and directed, so soon as any Vessel shall have passed any such Bridge, to shut and fasten the same, and every Person neglecting so to do shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Forty Shillings; and in case such Bridge shall be left open longer than necessary for the Passage of any Vessel as aforesaid, through the Neglect or Carelessness of any Person belonging to any such Vessel, then the Master or Owner of any such Vessel shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Forty Shillings; and if any Person or Persons shall wilfully open any such Draw-bridge or Swivel-bridge when no Vessel is to pass through the same, so as to interrupt a free Passage for Travellers, Cattle, or Carriages, such Person or Persons shall, for every such Offence, forfeit and pay a Sum not exceeding Fifty Shillings.

If Company do not fence off Towing Paths and make Bridges, &c. Owners may do it at Company's Expence.

LXXVIII. And be it further enacted, That in case the said Company hereby incorporated, or their Agents, shall refuse or neglect to divide and separate, and to keep divided and separated, the said Towing Paths and Reservoirs in Manner herein-before directed, or to make, erect, and set up such Gates, Bridges, and Stiles, in, over, and through the Fences on the Sides of the said Towing Paths, or such Bridges, Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages, or to make such Watering Places for Cattle as herein-before directed, for the Use and Convenience of the respective Owners or Occupiers of the Lands, Mills, or Hereditaments adjoining or near to the said Canal and Cut hereby directed to be made, or to maintain and support such Gates, Stiles, Bridges, Arches, Tunnels, Passages, and Watering Places, when erected, set up, and made, of such Dimensions, and in such Manner as aforesaid, for the Space of Three Calendar Months next after the Times to be appointed by the said Justices as aforesaid, or after Notice shall have been given by or on the Behalf of the Owners or Occupiers of any such Land, Mills, or other Hereditaments, who shall find themselves aggrieved by any such Gates, Stiles, Bridges,

Bridges, Arches, Passages, or Watering Places, not being kept in good and sufficient Repair and Condition, to the Clerk or Clerks of the said Company, then and in every such Case, it shall be lawful for every or any of the Owners or Occupiers of the said adjacent Lands, Grounds, Mills, or Hereditaments, who shall find himself, herself, or themselves aggrieved by such Refusal or Neglect, to make, erect, and set up all such Gates, Stiles, Bridges, Arches, Passages, Watering Places, and other Conveniences as shall be necessary, and shall have been before directed or appointed by the said Justices to be made, erected, and set up by the said Company as aforesaid, and to maintain, repair, and support the same, from Time to Time, as Occasion shall require, so that in making and maintaining such Works, the said Navigation, or the Banks thereof, or the Feeders or Aqueducts belonging thereto, shall not be stopped or injured for any longer Space of Time, or in any other Manner than shall be necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said adjacent Lands, Grounds, Mills, or other Hereditaments, who shall have so erected and made, repaired or maintained such Works as aforesaid, by the said Company of Proprietors; and the said Owners or Occupiers, upon Refusal or Neglect of the said Company to pay the said Costs and Charges as aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof, by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed: Provided always, that the said Company hereby incorporated shall not be liable to repair or amend any Part of the Roads over the Approaches to any of the Bridges to be made over the said Canal or Cut, or either of them, after the Roads over such Approaches shall have been first made and put into good Repair by or at the Expence of the said Company.

LXXIX. Provided always, and be it further enacted, That if the Owners or Occupiers of any Lands, or other Hereditaments through which the said Canal and Collateral Cut, or either of them shall be made, do, or shall, at any Time or Times hereafter, choose to erect other Gates, Stiles, Bridges, Passages, Arches, Tunnels, Drains, Back Drains, Trenches, or other Passages, Watering Places, and other Conveniences respectively than such as the said Justices shall have so directed or appointed to be made by the said Company, then and so often or in any such Case, it shall be lawful for all or any such Owners or Occupiers, with the Consent and Approbation of the said General Committee, to make, fix, and erect, at their own Costs and Charges, One or more Gate or Gates, Stiles, Bridges, Passages, Arches, Watering Places, or other Conveniences of the same or the like Constructions with others made and erected by the said Company, in, over, or near to the said Canal and Collateral Cut, or the Towing Paths thereof respectively, in such Places as the said Owners and Occupiers shall judge most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands and other Hereditaments, and to repair and support the same, at their own like Costs and Charges, as Occasion shall require, so as that the Navigation of, in, or upon the said Canal and Collateral Cut hereby directed to be made, or either of them, be not prevented or obstructed thereby for any longer Space of Time, or in any other Manner than the same would necessarily have been if such Gates, Stiles, Bridges, Passages, Arches, Watering Places, or other Conveniences

If Bridges, &c. made by the Company are insufficient, Land Owners may make others at their own Expence.

niences had been made or erected by the said Company of Proprietors as aforesaid.

Works damaged by Floods to be repaired by the Company.

LXXX. And whereas it may happen from Floods, or from some unexpected Accidents, that the Locks, Weirs, Flood Gates, Dams, Banks, Feeders, Reservoirs, Trenches, or other Works of the said Navigation, may be injured or destroyed, and the adjacent Lands may thereby suffer Damage, and it may be necessary that the same should be immediately repaired or rebuilt to prevent further Damages; be it therefore further enacted, That when and as often as any such Case shall happen, it shall be lawful for the said Company, from Time to Time, or for their or any of their Servants, Agents, or Workmen, without any Delay or Interruption from any Person or Persons whomsoever, to enter into any Lands, Grounds, or Hereditaments adjoining or near to the said Canal, Collateral Cut, and other Works or Conveniences, or any of them (not being the Ground whereon any House or other Building stands, or an Orchard, Park, Paddock, planted Walk, Nursery for Trees, or Avenue to a House, or any Land belonging to His Majesty, His Heirs or Successors), and to dig for, work, get, and carry away and use all such Stones, Gravel, and other Materials, as may be necessary or proper for the Purposes aforesaid, without any previous Treaty whatsoever with the Owner or Owners, Occupier or Occupiers of, or other Person or Persons interested in such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereby as the Nature of the Case will permit, and making Recompence for the same to the Owners and Occupiers of, or other Persons interested in such Lands, Grounds, or Hereditaments, within the Space of Three Calendar Months next after the same shall be demanded; which Damages and the Compenstion to be made in respect thereof, shall be settled and determined, or assessed, by the Ways and Means herein-before prescribed and directed with respect to other Damages to be done by making and completing the said Navigation.

Enabling Company to cleanse and join Watercourses at Land Owners Expences.

LXXXI. And be it further enacted, That if at any Time hereafter the Ditches or Drains belonging to any Owner or Occupier of Lands adjoining or lying contiguous to the said Canal or Collateral Cut, and other Works, or any of them, shall, by reason of their not being sufficiently cleansed or opened, hinder and obstruct the free Passage of the Water from the Drains, Culverts, and Passages belonging to the said Navigation; and if the same shall not be perfectly cleansed and opened within Two Days after Notice in Writing shall have been given thereof to or left at the Place of Abode of such Owner or Occupier by the Clerk or any Agent of the said Company, it shall then be lawful for the said Company (an Order in Writing for that Purpose having been first-obtained from any Two or more of the said Justices) from Time to Time, as often as there shall be Occasion, to open, cleanse, or cause to be opened and cleansed, the said Ditches or Drains, and the reasonable Expences thereof, when ascertained and allowed by the said Justices, or any Two of them, shall be repaid to the said Company hereby incorporated, by the Owners or Occupiers of such Lands and Grounds to which the said Ditches and Drains so opened and cleansed shall belong; and in case of Refusal to satisfy the same for the Space of Two Calendar Months after Demand shall have been made thereof from the respective Owner or Owners, Occupier or Occupiers of such Lands and Grounds as aforesaid, such Charges and Expences shall and may be recovered

vered in such Manner as the Forfeitures and Penalties are herein-after directed to be recovered.

LXXXII. And to the end that the said Navigation may be carried on with as little Damage to private Property as possible, be it further enacted, That the said Company shall, and they are hereby required, at their own proper Costs and Charges, to make or cause to be made Arches, Tunnels, Culverts, Drains, or other Passages over, under, by the Side of or into the said Canal and Collateral Cut, and the Trenches, Streams, and Water-courses communicating therewith, and the Towing Paths on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water clear from the Lands adjoining or lying near to the said Canal or Cut, without obstructing or impounding the same; and likewise to make or cause to be made such Back Drain or Drains as may be necessary, and shall be sufficient to carry off any Water which may ooze or pass through any of the Banks of the said Canal and Collateral Cut, Feeders, and other Works hereby directed to be made, or either of them, to the Prejudice of any of the Lands or Grounds contiguous thereto; and also to make proper Watering Places for Cattle in all Cases where by Means of the said Canal or Collateral Cut, or either of them, the Cattle of any Person or Persons occupying Lands adjacent to the said Canal and Collateral Cut, or either of them, shall be deprived of their ancient Watering Places, and to supply the same at all Times with Water; and that all such Bridges, Arches, Tunnels, Culverts, Drains, and other Passages, shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after One Calendar Month's Notice in Writing shall, by or on behalf of the said Owners or Occupiers of Lands adjoining or lying near to the said Canal or Collateral Cut, Feeders, and other Works hereby directed to be made, or either of them, be given to the said Company hereby incorporated, or to their Clerk or Clerks, known Agent or Collector, that the said Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages, or any of them, is or are not made, cleansed, maintained, and repaired, according to the true Intent and Meaning of this Act, it shall be lawful for any Person or Persons to apply for and obtain an Order in Writing from any Two or more of the Justices of the Peace for the County within which such Lands shall lie, from Time to Time, as often as there shall be Occasion; and the said Justices are hereby authorized and required, at their Discretion, to grant such Order as aforesaid, enabling such Person or Persons to cleanse and repair such Arches, Tunnels, Culverts, Drains, Back Drains, or other Passages accordingly, and the reasonable Expences thereof (to be ascertained by the said Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Two Calendar Months after Demand thereof made upon the said Company, or upon their Clerk, such Expences shall and may be recovered and levied in such Manner as any other Money is by this Act directed to be recovered from the said Company: Provided always, that such Owner or Occupier of the said contiguous or adjoining Lands shall, at the Time of making such Complaint, have his or her respective Ditches, Drains, Passages for Water, and Watercourses leading to or from the Drains, Culverts, and Passages of the said Canal, Collateral Cut, Feeders, and other Works hereby directed to be made, and each and every of them sufficiently cleansed and opened,

Drains to be made to convey Water from Lands adjoining, and Watering Places for Cattle.

to convey Water into and along the same ; and provided also, that nothing herein contained shall extend to enforce the admitting of any Water arising from Floods into the said Canal and Collateral Cut, Feeders, or other Works hereby directed to be made, or any of them, which may injure the said Navigation hereby directed to be made.

Company to pay for Alteration of Pipes.

Further Regulations in regard to Water Companies.

LXXXIII. And be it further enacted, That if for the Purposes of this Act it shall at any Time be found necessary to raise, sink, or in any ways alter the Position of any of the Pipes or Plugs laid down or placed by any Water Company, or any of the Leaden or other Pipes which shall be laid into or from any of such Company's Pipes, then the said Company of Proprietors hereby incorporated are hereby empowered to raise, sink, or otherwise alter the same, as often and in such Places as they shall think proper : Provided always, that all such Alterations in the Pipes or Plugs laid down by any such Water Companies, or any of the Leaden or other Pipes which shall be laid into or from any of such Companies Pipes, shall be made in concert with and under the Inspection of the respective Surveyors of the said Companies, and for that Purpose the said Company of Proprietors hereby incorporated shall, before making any such Alterations, give Fourteen Days Notice to the Clerk for the Time being of the said Companies at the usual House of Business of the said Companies : Provided also, that the said Company of Proprietors hereby incorporated shall pay all Expences attendant on such Alterations, and shall also indemnify and make Satisfaction to all such Water Companies, or other Persons, for any Detriment or injurious Consequences which may arise from such Alterations ; and if any Question shall arise concerning the same, it shall be determined by a Jury, to be summoned in Manner herein provided.

Tunnel under the New River to be under the Inspection of the New River Company's Surveyor.

LXXXIV. Provided always, and be it further enacted, That that Part of the Tunnel which is intended to be made by the said Company of Proprietors hereby incorporated, under the Stream or Cut brought from *Chadwell* and *Amwell* to the Northern Parts of *London*, called *The New River*, and the Distance on each Side thereof, granted by Charter for the Use of the said River, shall be made in concert with and under the Inspection of the Surveyor of the Governor and Company of *The New River* aforesaid, so as the same shall be substantial and adequate to the Protection of the said River.

Compensation to be made in lieu of Tithes.

LXXXV. And be it further enacted, That full Recompence and Satisfaction shall be made by the said Company of Proprietors hereby incorporated for all Tithes, both Great and Small, which would have been issuing from or out of any of the Lands which shall be taken or made use of for the Purpose of this Act, to the several Persons who now are, or at any Time hereafter might have been, entitled to such Tithes, according to their respective Interests therein, such Tithes (except in Cases where any other Recompence is particularly directed by this Act) to be estimated at the average Value of the last Four Years, commencing at the Twenty-ninth Day of *September* One thousand eight hundred and seven, and ending at the Twenty-ninth Day of *September* One thousand eight hundred and eleven, such Value to be ascertained (in case of any Difference concerning the same) in like Manner as the Value of any Lands or Hereditaments is herein-before directed to be ascertained : Provided always, that the Recompence and Satisfaction to be given by virtue of this Act for all Glebe Lands

Lands and Tithes belonging to Spiritual Persons, shall be made to such Persons by an annual Rent.

LXXXVI. And be it further enacted, That any Owner or Owners of any Lands or Grounds through which the said Canal and Collateral Cut hereby directed to be made, or either of them, shall be made by virtue of this Act, may make, build, construct, and use any Wharfs, Quays, Landing-places, Cranes, Weigh-beams, or Warehouses, in or upon his, her, or their respective own proper Lands and Grounds adjoining to the said Canal and Collateral Cut, or either of them, and that any Lord or Lords, Lady or Ladies of any Manor or Manors through which the said Canal and Collateral Cut, or either of them, shall pass, may make, build, construct, and use such Wharfs, Quays, Landing-places, Cranes, Weigh-beams, or Warehouses on the Wastes, so that the making, constructing, or using thereof respectively shall not in any Manner obstruct or prejudice the Navigation of the said Canal and Cut, or any Part thereof, or damage the Towing Path or Fence on the Side thereof: Provided nevertheless, that no Boat, Barge, or other Vessel lying or moored in any Recess, or against any Wharf to be made by virtue of this Act, shall reduce the Passage of the said Canal to a less Width than Forty-five Feet, in order that the Navigation of the said intended Canal and Collateral Cut, or either of them, may not be any ways obstructed.

Lords of
Manors and
Land Owners
may make
Wharfs, &c.

LXXXVII. Provided always, and be it further enacted, That if any such Lord or Lady of a Manor, or Land Owner, shall not make, build, and construct such proper and sufficient Wharfs, Warehouses, and other Conveniences as aforesaid for the Use of the said Navigation, as the said Company or their General Committee shall think necessary, on such Lands, Grounds, or Wastes, within Twelve Calendar Months after Notice shall have been given to them for that Purpose by the said General Committee, then and in such Case the said Company shall have full Power and Authority, without any Hindrance or Restraint whatsoever, to make use of any such Lands, Grounds, or Wastes, (not being the Ground whereon any House or other Building stands, or any Orchard, Park, Paddock, Planted Walk, Nursery for Trees, or an Avenue to any House), for making, erecting, and constructing proper and sufficient Wharfs, Warehouses, Buildings, and other Conveniences as aforesaid, and keeping the same in Repair, and for laying out and making necessary and convenient Roads to and from the said Canal and Collateral Cut hereby directed to be made, or either of them respectively, they the said Company first making Satisfaction for the same, in such Manner as is and hath been herein-before directed with respect to other Lands or Grounds which shall be taken or used for the Purposes of this Act; and in case any such Lord or Lady of a Manor or Owner shall make such Wharfs, Warehouses, and other Conveniences, and shall suffer them to be out of Repair, and shall not repair the same within Forty Days after Notice from the said General Committee for that Purpose, it shall and may be lawful to and for the said Company to repair the same, and to charge the Expences thereof to such Lord or Lady of the Manor, or Land Owner, and to recover the same in such Manner as any other Sum of Money payable to the said Company is hereby directed to be recovered.

But if not
done the
Company
may make
Wharfs, &c.

Regulations
as to private
Wharfs.

LXXXVIII. And be it further enacted, That no greater Rate or Sum of Money shall be demanded or taken by any such Lord or Lady, or Land Owner, as or for Wharfage for any Minerals, Timber, or other Goods, Matters, or Things whatsoever, which shall be loaded therefrom into or discharged thereupon from any Boat, Barge, or other Vessel, and shall not lie upon such Wharfs or Quays, or which shall not lie thereon for a longer Space of Time than Twenty-four Hours, than the Sum of Three-pence *per* Ton, nor more than Sixpence *per* Ton for the Wharfage of any other Goods, Matters, or Things whatsoever, where the same shall respectively remain upon such Wharfs or Quays for a longer Time than Twenty-four Hours as aforesaid, but shall not continue thereon for a longer Space of Time than Thirty Days (except Coal, Iron, and Lime-stone, which may remain thereupon for Three Calendar Months upon Payment of the said Sixpence *per* Ton), and after such Time the Sum of One Farthing *per* Ton *per* Day shall be paid for such Wharfage.

Private
Wharfs not to
be used ex-
clusively.

LXXXIX. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower any Person or Persons to make use of any Wharf, Quay, Landing-place, Crane, Weigh-beam, or Warehouse, which shall be set out, erected, or made by the Lord or Lords of any Manor, or the Owner or Owners of any Lands or Grounds adjoining to the said Canal and Collateral Cut hereby directed to be made, or either of them, for his, her, or their private exclusive Use only, any thing herein-before contained to the contrary notwithstanding, other than and except the several Person and Persons herein-after expressly named.

Regulations
of Vessels
passing the
Locks.

XC. And be it further enacted, That every Boatman or other Person navigating or having the Care of any Boat, Barge, or other Vessel upon the said Canal hereby directed to be made, which shall pass through any Lock to be made thereon, shall, previously to his bringing his Boat, Barge, or Vessel into any Lock, shut the lower Gates of such Lock, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the upper Gates thereof; and after he shall have guided or brought his Boat, Barge, or Vessel into the said Lock, he shall then shut the upper Gates thereof, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the lower Gates thereof; and in going up the said Canal from a lower to a higher Level, such Boatman or other Person shall first guide his Boat, Barge, or Vessel into the said Lock, and carefully shut the lower Gates thereof, and the Paddles or Sluices thereto belonging, before he shall draw the Paddles or Sluices of the upper Gates thereof; and as soon as he shall have passed with his Boat, Barge, or Vessel out of the said Lock, such Boatman or other Person shall securely shut the upper Gate thereof, and the Paddles or Sluices thereto belonging; and at all Times Boats, Barges, or Vessels going up the said Canal, if within Sight of any Boat, Barge, or Vessel coming down, and at a Distance not exceeding One hundred Yards below any Lock, shall pass through such Lock before the Boat, Barge, or Vessel coming down, and then the Boat, Barge, or Vessel above such Lock shall come down; and if there shall be more Boats, Barges, or Vessels than One below and One above any Lock at the same Time, within the Distance aforesaid, such Boats, Barges, or Vessels shall go up and come down through such Locks by Turns as aforesaid, until all the Boats, Barges, or Vessels going up or

coming down shall have passed the same, in order that One Lock full of Water may serve Two Boats, Barges, or Vessels; and if any Person or Persons shall offend against any such Provision or Provisions, Rule or Rules, Regulation or Regulations, for entering or passing any such Lock or Locks, or for opening or shutting any Gate or Gates thereof, or for drawing or shutting the Paddles or Sluices thereof, or any of them, then and in every such Case every such Person shall for every such Offence forfeit any Sum not exceeding Five Pounds.

XCI. And be it further enacted, That the said Company of Proprietors hereby incorporated shall and may, and they are hereby empowered, in such Parts of the said Canal and Collateral Cut hereby directed to be made, or either of them, as shall not be of sufficient Breadth for admitting a Boat, Barge, or other Vessel to turn about or lie whilst another Boat shall pass by, or to admit Two Boats, Barges, or other Vessels to pass each other, to make and cut proper Spaces, Recesses, or Openings into the Lands adjoining to the said Canal and Collateral Cut, at convenient Distances from each other, for the turning, lying, or passing by of any such Boats, Barges, or other Vessels, and all such Boats, Barges, and other Vessels which shall be hauled or navigated upon the said Canal and Cut, or either of them, shall, upon meeting any other Boat, Barge, or Vessel navigating thereon, stop at, or go back to, and lie in the said Spaces or Openings, in such Manner as the said Company or their General Committee shall from Time to Time direct or appoint; and that if any Boat, Barge, or other Vessel shall be placed or shall lie abreast in any Part of the said Canal or Collateral Cut hereby directed to be made, not being moored at both Ends, or by the Middle; or if any Person or Persons shall obstruct the Navigation of the said Canal or Collateral Cut hereby directed to be made, by means of the loading, unloading, misplacing, or otherwise misconducting any Boat, Barge, or other Vessel, and shall not immediately, upon Request made, alter the Situation of such Boat, Barge, or other Vessel, or alter or lessen the Loading thereof, as the Case shall require, so as that the said Obstruction shall cease and be removed; or if any Person or Persons shall float any Timber upon the said Canal or Collateral Cut hereby directed to be made, or throw any Trees, Ballast, or other Thing or Things into any Part of the said Canal or Cut hereby directed to be made, or shall obstruct the Navigation thereof; or if any Person or Persons shall load or unload any Boat, Barge, or other Vessel on the Sides of the said Canal or Collateral Cut, where the Breadth thereof shall not exceed Forty-five Feet, every Person so in any such Cases offending shall for every such Offence forfeit a Sum not exceeding Five Pounds; and it shall be lawful for the said Company to cause any such Boat, Barge, or other Vessel to be reloaded or unloaded if necessary, or to be removed, and also to remove such Timber, or other Thing or Things, in such Manner as shall be proper for preventing such Obstruction in the Navigation, and to keep and detain such Boat, Barge, or other Vessel, and the Loading thereof, or any Part of such Loading, until the Charges occasioned by such re-loading, unloading, or removal, shall be paid, or otherwise to recover the Expences incurred thereby, in like Manner as any Penalty is hereby directed to be recovered; and if any Boat, Barge, or other Vessel shall be sunk in any Part of the said Canal or Collateral Cut hereby directed to be made, and the Person or Persons having the Care of such Boat, Barge,

Places to be made for the Boats to turn or lie in, or for other Boats to pass.

Obstructions to be removed and Vessels sunk to be weighed up.

Barge, or other Vessel, shall not without Loss of Time weigh or draw up the same, it shall be lawful for the Agents or Servants of the said Company hereby incorporated, or any of them, to cause such Boat, Barge, or other Vessel to be weighed or drawn up, and to detain and keep the same until Payment shall be made of all the Expences thereby necessarily incurred and occasioned.

Penalties on Persons misusing the Locks, or doing other Damage to the Navigation.

XCII. And be it further enacted, That if any Person or Persons shall wantonly or unnecessarily open or cause to be opened any Lock, Paddle, Valve, or Clough, belonging to the said Canal or Cut hereby directed to be made, or any of the Works thereto belonging, or when necessarily emptying a Lock for the Purpose of passing into or entering the same, shall neglect to shut the top Gate or Gates thereof, and the Paddles, Valves, or Cloughs thereto belonging, before he shall draw the Paddles, Valves, or Cloughs of the bottom Gates thereof, or any of them, or shall suffer any Boat, Barge, or other Vessel to strike or run upon any of the Bridges or Locks thereof, or shall flush or draw off, or cause to be flushed or drawn off, the Water from any Part of the said Canal or Cut, or shall leave any Gate or Gates, Paddle, Valve, or Clough of any Lock open and running, after any Boat, Barge, or other Vessel shall have passed through the same (except in such Cases as are otherwise ordered), or shall draw or cause to be drawn any Paddle, Valve, or Clough on the said Navigation, so as to mispend or waste the Water thereof, or shall wilfully obstruct, hinder, or prevent any Person in the Execution of this Act; every Person offending in any of the Cases aforesaid shall forfeit and pay for every such Offence any Sum not exceeding Ten Pounds.

Penalty for destroying the Works.

XCIII. And be it further enacted, That if any Person or Persons shall wilfully and maliciously break, throw down, or destroy any Bridges, Locks, Tunnels, Banks, or other Works, to be erected and made by virtue of this Act, or any Part thereof, every such Person shall be subject and liable to the like Pains and Penalties as in Cases of Felony, and the Court by and before whom such Person or Persons shall be tried, shall have Power and Authority to cause such Person or Persons to be punished by Transportation, or in such other Manner as any Felon may be punished by the Laws and Statutes of this Realm, or in Mitigation thereof such Courts may award such Sentence as the Law directs in Cases of Petty Larceny.

Punishment of Persons damaging Fences.

XCIV. And be it further enacted, That in case any Person or Persons shall break down, destroy, carry away, or damage any Gate, Stile, Post, Rail, or other Fence, to be put up or placed under the Authority of this Act, for the fencing of the Towing Paths of the said Canal and Collateral Cut (such Offence or Offences not amounting to Felony), every Person so offending; and being thereof convicted before any Justice of the Peace (not interested in the Premises) for the County where the Offence shall be committed, or the Offender shall be or reside, on the Confession of the Offender or Offenders, or on Proof of the Offence, on the Oath of one or more credible Witness or Witnesses (which Oath such Justice is hereby empowered to administer), shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds; and no Person shall be deemed incompetent to give Evidence of such Offence, by reason of his or her being a Proprietor of the said Canal hereby directed

to

to be made, or the Owner of such Gate, Stile, Post, Rail, or other Fence; and in case any such Offender or Offenders shall not immediately pay such Penalty or Penalties, or find Sureties to the Satisfaction of such Justice, for the Payment thereof, at such future Day as he shall think proper to appoint, it shall be lawful for such Justice to cause the same to be forthwith levied by Distress and Sale of the Goods and Chattels of the Offender or Offenders, by Warrant under his Hand and Seal, returning the Overplus (if any) to the Owner or Owners of such Goods and Chattels, after deducting the Costs and Charges of such Distress and Sale; one Moiety of which Penalty or Penalties shall be paid to the said Company of Proprietors, or the Owner or Owners of such Gate, Stile, Post, Rail, or Fence, so broken, destroyed, or carried away, and the other Moiety thereof shall go and be paid to the Informer or Informers; but if the Owner of such Gate, Stile, Post, Rail, or Fence, shall be the Informer, and shall give Evidence of the Offence, then the whole of such Penalty or Penalties shall be paid to the Overseers of the Poor of the Parish where such Offence shall be committed, for the Benefit of such Poor; and in that Case the Offender or Offenders shall (over and above the Payment of such Penalty as last mentioned) make such Recompence and Satisfaction to the Owner or Owners of such Gate, Stile, Post, Rail, or Fence, for the Damage done thereto by such Offender or Offenders, as the Justice before whom he, she, or they shall be convicted of such Offence shall think fit to allow in respect thereof, such Allowance for Damage to be added to such Penalty or Penalties, and levied therewith, in Manner above mentioned; and for want of such Distress, such Justice or Justices shall and may commit the Offender or Offenders to the House of Correction, there to be kept to hard Labour for any Space of Time not exceeding Three Months.

XCV. And be it further enacted, That no Boat, Barge, or other Vessel, having on board any Pole, Shaft, or Instrument used or to be used in punting or navigating such Boat, Barge, or other Vessel, pointed or spiked with Iron, or otherwise, of less Area at each End thereof than Four square Inches, shall pass along any Part of the said Canal or Cut; and it shall be lawful for the Agents or Servants of the said Company of Proprietors hereby incorporated to seize such Poles, Shafts, or Instruments, in case they shall be found on board any such Boat, Barge, or Vessel; and the Master, Owner, or Person having the Care of such Boat, Barge, or other Vessel, shall forfeit a Sum not exceeding Twenty Shillings for every such Pole, Shaft, or Instrument found on board his Boat, Barge, or Vessel.

Penalty on having on board Shafts pointed with Iron.

XCVI. And be it further enacted, That the Master or Owner of every Boat, Barge, or other Vessel, navigating upon the said Canal and Collateral Cut hereby directed to be made, or either of them, shall be and is hereby made answerable for any Trespass, Damage, Spoil, or Mischief that shall, by his Boat, Barge, or other Vessel, or by any of the Boatmen, Watermen, or other Person or Persons belonging to or employed in or about the same respectively, be done to any of the Bridges, Weirs, Locks, Dams, Engines, or other Works in, upon, or belonging to the said Canal and Collateral Cut hereby directed to be made, or either of them, either by the loading or unloading of any Boat, Barge, or other Vessel, or by any other Means whatsoever, or to the Owners or Proprietors of any Build-

Boat Owners to be accountable for Damages done by the Boatmen.

ings or other Erections, Lands, Tenements, or Hereditaments adjoining to the same or to any of them; and the said Master or Owner of such Boat, Barge, or other Vessel may be sued and prosecuted for the same in any of His Majesty's Courts of Record at *Westminster*; and if a Verdict or Judgment shall be given against him, either on Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages thereby sustained, with full Costs of Suit.

Masters to recover from their Servants any Sums for their Defaults.

XCVII. And be it further enacted, That in case the Owner or Owners of any Boat, Barge, or other Vessel employed on the said Navigation hereby directed to be made, shall be compelled to pay any Penalty or to make Satisfaction for any Damages by reason of any Neglect or Default done or committed by his or their Servants, Boatmen, or Watermen, or any of them, such Servants, Boatmen, or Watermen, and each and every of them, shall be liable to repay such Penalty or Damages (with the Costs thereof) to such Owner or Owners; and in case of Non-payment upon Demand thereof, and Oath made by such Owner or Owners of the Payment made by him or them of such Penalty, Satisfaction, or Damages, and that the same and the Costs thereof have not been repaid to him or them by such Servants, Boatmen, or Watermen, or any of them, although demanded, (such Oath to be made before any One Justice of the Peace for the County where such Penalty or Satisfaction shall have been recovered), the Amounts thereof shall be recovered in like Manner as any Penalty is hereby directed to be recovered.

Agents, Collectors, &c. to give Possession of Houses, &c. when removed.

XCVIII. And be it further enacted, That if any Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant of the said Company hereby incorporated, occupying any House, Offices, or Buildings belonging to the said Company hereby incorporated, without paying Rent for the same, shall be discharged from his Office by or by the Order of the said Company or their General Committee, and shall not deliver up the Possession of such House, Offices, Buildings, and Appurtenances, together with the Books, Papers, and other Matters and Things belonging to the said Company in his Custody, Power, or Possession, within Seven Days next after Notice of such Discharge shall be given to him, or left at such House, Offices, or Buildings; or if the Wife or Family of any such Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant, who shall happen to die while in the Service of the said Company hereby incorporated, shall refuse to deliver up the Possession of such House, Offices, Buildings, and Appurtenances as aforesaid, together with the Books, Papers, and other Matters and Things belonging to the said Company, in his, her, or their Custody, Power, or Possession, within Seven Days after another Person shall have been appointed in the Place and Stead of the Person so dying, then and in either of the said Cases it shall be lawful for any Justice for the Peace for the County where such House, Offices, and Buildings shall be, and he is hereby required, by Warrant under his Hand and Seal, to order the Constable or other Peace Officer, with such Assistance as shall be necessary, to enter such House, Offices, and Buildings in the Day-time, and to remove the Persons who shall be found therein, together with their Goods, and Chattels, out of such House, Offices, and Buildings, and to take Possession of all the Books, Papers, Matters, and Things belonging to the said Company hereby incorporated, which shall be found therein, and to deliver Possession of such House, Offices,

Offices, and Buildings, together with the Books, Papers, Matters, and Things found therein belonging to the said Company hereby incorporated, to the new appointed Agent, Toll Collector, Wharfinger, Lock Keeper, or other Servant, or to such other Person or Persons as the said Company or their Committee shall appoint to receive the same.

XCIX. And be it further enacted, That if any Person or Persons who shall be summoned as a Witness or Witnesses to attend and give Evidence before any Justice of the Peace, touching any Matter of Fact contained in any Information or Complaint for any Offence against this Act, either on the Part of the Prosecutor or the Person or Persons accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, (having been paid or tendered a reasonable Sum for his, her, or their Costs and Charges), without a reasonable Excuse for his, her, or their Refusal or Neglect of appearing, or shall refuse to be examined upon Oath, and to give Evidence before such Justice of the Peace, or at such General or Quarter Sessions, or Adjournment thereof, as herein-after mentioned, then and in either of the said Cases such Person shall forfeit and pay for every such Offence any Sum not exceeding One hundred Pounds.

Compelling
Witnesses to
attend.

C. And be it further enacted, That all Persons who, in any Examination to be taken upon Oath by virtue of this Act, shall wilfully and corruptly give false Evidence or otherwise forswear themselves before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable to.

Punishing
Persons
giving false
Evidence.

CI. And be it further enacted, That the Lands, whether covered with Water or not, and also all Dwelling Houses, Wharfs, Warehouses, Lock-houses, and other Houses of and belonging to the said Company shall be rateable and chargeable to the Maintenance of the Poor, and to all other Parochial Rates and Taxes, in the several Parishes and Places where they are respectively situated, the Lands according to their Quantity and Quality, and the Dwelling Houses, Wharfs, Warehouses, Lock-houses, and other Houses, according to the Nature and respective Uses, Dimensions, and Descriptions thereof, and shall be charged and assessed in like Manner as Lands of a like Quality, and Dwelling Houses, Wharfs, Warehouses, Lock-houses, and other Houses of a like and similar Size, Nature, Dimension, or Description, in the respective Parishes where the same shall be situate, are or shall be assessed or charged; and that the Rates, Duties, and other Personal Property of the said Company liable to be rated to the Poor or other Parochial Taxes in any such Parishes or Places, shall be rated and assessed in like Manner and in the same Proportion as other Personal Property rateable in the said Parishes and Places respectively shall be rated and assessed, and according to the Length of the Line of the said Navigation in such respective Parishes and Places, and not otherwise, or in any other Manner; provided that before such Personal Property shall be rated, Fourteen Days Notice shall be given in Writing to or left at the Dwelling House or usual Place of Abode of the Treasurer or Clerk, or any other Officer of the said Company, residing in the Parish or Place where such

Mode of
rating Lands
and Build-
ings.

Rate

Rate shall be intended to be made, by the respective Overseers of the Poor, of the Intention so to do.

Proceedings entered in the Books of the Company to be Evidence.

CII. And be it further enacted, That all Orders and Proceedings of the said Company hereby incorporated at their several and respective General or Special Assemblies, or of their Committees at their several Meetings, which shall be entered in a Book or Books to be kept for such Purposes, and signed respectively by the Chairman of such General or Special Assembly, by the Clerk or Clerks of the said Company, or by the Chairman of such Committee, or by their Clerk, shall be deemed and taken to be Originals, and shall be admitted in Evidence in all Courts and Places whatsoever.

Canal to be conducted through Mary-le-bone Park, in the Line laid down in the Plan.

CIII. Provided always, and be it enacted, That the said Canal hereby authorized to be made shall be conducted and carried by the said Company of Proprietors hereby incorporated, through the Land called *Mary-le-bone Park*, in the same exact Line of Direction as is laid down in a certain Map or Plan signed by Messieurs *Edwards* and *Lyon*, and which now lies deposited at the Office of the Surveyor General of His Majesty's Woods, Forests, and Land Revenue, being so far to the North from the covered Part of the *King's Scholar Pond* Sewer in *Baker Street* aforesaid, as to allow of the Drains or Sewers leading through *Mary-le-bone Park* aforesaid, from North to South, being carried over the said Canal in such Manner as to give a Fall of Five Eighth Parts of an Inch to Ten Feet from the said Canal to the said covered Sewer.

Company to supply the ornamental Piece of Water from the Canal.

CIV. And whereas by a Design which has been prepared by *John Nash* Esquire, Architect, under the Direction of the Commissioners of His Majesty's Woods, Forests, and Land Revenue, for the Improvement of the Crown Estate in *Mary-le-bone Park*, it has been proposed that a Piece of Water should be formed for the Ornament of the said Park; therefore be it further enacted, That the said Company of Proprietors hereby incorporated shall from Time to Time supply such ornamental Piece of Water with Water from the said intended Canal, and shall also from Time to Time keep such ornamental Piece of Water on a Level with the Water of the said intended Canal, and shall also, at their own proper Costs and Charges, erect and make, or cause to be erected and made, a sunk Wall at the Foot or Commencement of such ornamental Piece of Water, of the Depth of Four Feet and the Width of One Foot Six Inches at the least, for the Purpose of preventing Boats, Barges, and other Vessels passing up and down the said Canal, from entering the same, and shall at all Times keep such sunk Wall cleansed and in good Repair and Amendment.

Such Water not to be drawn off.

CV. Provided nevertheless, and be it enacted, That none of the Water so supplied by the said Company of Proprietors for the said Piece of ornamental Water, shall at any Time be permitted to be drawn off by any Pipes or Mains to be introduced therein, or the Quantity of such Water be anywise diminished, otherwise than by the natural Evaporation thereof.

Towing Path to be made through the Park on the North Side of the Canal.

CVI. Provided also, and be it further enacted, That the Towing Path of the said intended Canal shall be made by the said Company of Proprietors hereby incorporated, throughout the said Land called *Mary-le-bone Park*, on the North Side of the said intended Canal, and that such
Towing

Towing Path shall not be more than One Foot above the Level of the Water of such Canal, and that the Land on which the said intended Canal and Towing Path shall be formed, shall not exceed in Breadth Sixty Feet in any one Place throughout the said Park, except in such Places where a greater Breadth may be wanted or required for forming the Banks thereof respectively, with a proper Slope, and that in such Places no greater Breadth shall be allowed than shall be absolutely wanted and required for the completing of such Purposes, and that the said Banks shall be sloped and turfed by the said Company of Proprietors hereby incorporated, in such Manner and Form as shall be required and approved of by the Commissioners of His Majesty's Woods and Forests and Land Revenue, or the Surveyor General of the Crown Lands for the Time being.

CVII. Provided also, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not erect or make, or cause to be erected and made, any Steam Engine, Wharf, Warehouse, Erection, Building, or Place for the Purpose of loading, unloading, or depositing any Goods, Wares, or Merchandizes, or shall the same be permitted to be erected or made upon any Part of the Line of the said intended Canal, on either Side thereof, within the said Land called *Mary-le-bone Park*, except on the Northern Side of the said intended Canal, under the Front of certain Barracks proposed to be erected thereon for Cavalry and Artillery, and there only for loading and unloading such Articles as may be required for the Use of the Troops from Time to Time to be quartered in such Barracks, or which it may be necessary from Time to Time to remove therefrom; and that such Place or Places of loading and unloading for the Purposes aforesaid shall be made by the said Company of Proprietors hereby incorporated, and at their own proper Costs and Charges, and in such Situations, and in such Manner and Form, as shall be approved of by the Commissioners for the Affairs of Barracks for the Time being.

No Wharf, &c. to be built on the Canal within the Park, except on the North Side of the Canal, under the Front of the Barracks.

CVIII. Provided also, and be it further enacted, That the said Company of Proprietors hereby incorporated shall and will at their own proper Costs and Charges make and build and for ever after keep in Repair all retaining Walls or Fences which may be necessary in that Part of the said intended Canal contiguous to the proposed Site of the said Cavalry and Artillery Barracks in the said Land called *Mary-le-bone Park*, and shall and will well and effectually fence out the remaining Part of the said intended Canal and Towing Path, on each Side thereof throughout the said Park, in such Manner and at such Time and Times as shall be required and approved of by the Commissioners of His Majesty's Woods and Forests and Land Revenue, or the Surveyor General of the Crown Lands for the Time being; and that the said Company of Proprietors hereby incorporated shall also at their own proper Costs and Charges erect and make, or cause to be erected and made, the several Bridges at the Spots or Places herein-after mentioned; *videlicet*, One Bridge at the crossing of the Road on the Western Boundary of the said Park; one other Bridge at the crossing of the Western Road now making within the said Park; one other Bridge at the crossing of the said Road on the Western Boundary of the said Barracks; one other Bridge in front of the said Barracks; one other Bridge in front of the Artillery Barracks intended

Company to make Fences and Bridges in *Mary-le-bone Park*.

to be built in the said Park; and one other Bridge at the crossing of a Road intended to be made on the Northern Boundary of the said Park; and that the said several Bridges so to be erected and made by the said Company of Proprietors hereby incorporated as aforesaid shall be erected and made of Brick, covered with *Parker's* Cement, and shall be of the same Width as the Roads with which they are intended to communicate respectively, and shall be of such Design and Form of Arch as shall be required and approved of by the Commissioners of His Majesty's Woods and Forests and Land Revenue, or the Surveyor General of Crown Lands for the Time being.

No Clay, &c. in digging out the Canal to be left on the Banks thereof.

CIX. Provided also, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not, in digging out or forming of the said intended Canal through the said Land called *Mary-le-bone Park*, permit or suffer any Clay, Soil, or Gravel to be thrown up and left on the Banks thereof, or shall any such Clay, Soil, or Gravel be made use of by the said Company for the Purpose of making Bricks or otherwise, but the same shall be respectively from Time to Time deposited in such convenient Situations, and in such Manner and Form as shall be required and approved of by the Commissioners of His Majesty's Woods and Forests, or the Surveyor General of Crown Lands for the Time being.

The Quantity of Land to be occupied by the said Canal, &c. shall be paid for by the Company.

CX. Provided also, and be it further enacted, That it shall be lawful for the said Surveyor General, or Commissioners for executing the Office of Surveyor General of His Majesty's Land Revenue, at any Time or Times after passing this Act, to contract and agree with the said Company of Proprietors hereby incorporated, for the Sale of the Quantity of Land whereon the said intended Canal and Towing Path and Banks thereof shall be formed in the said Land called *Mary-le-bone Park*, and for the Quantity of Land whereon the intended Headway under *Hyde Park* shall be formed, and the said Company of Proprietors shall well and truly pay or cause to be paid such Sum and Sums of Money as such Quantity of Land shall be valued at by competent and indifferent Persons mutually named and appointed, One on behalf of His Majesty to be named and appointed by the Lords Commissioners of His Majesty's Treasury, and the other by the said Company of Proprietors hereby incorporated; and in case the Valuation thereof shall not be satisfactory to the Parties, then the same shall be referred to and ascertained by a Jury, in like Manner as the Value of any Lands or Hereditaments are herein directed to be valued and ascertained; and the Purchase Money arising from such Sale shall be paid into the Bank of *England* to the Account of the Commissioners of His Majesty's Treasury, in like Manner as the Monies arising from the Sale of certain Parts of the Property of the Crown, authorized by the Act passed in the Forty-eighth Year of the Reign of His present Majesty, intituled *An Act to improve the Land Revenue of the Crown of England, and also of His Majesty's Duchy of Lancaster*, are directed to be paid; and all Sales made under this Act of Lands, Grounds, or Hereditaments of or belonging to His Majesty, His Heirs or Successors, shall be made in the same Manner and Form, and under the like Rules, Regulations, and Provisoos, and shall be to all Intents and Purposes as valid and effectual, as if the same had been made under the said Act of the Forty-eighth of His present Majesty; and from and immediately after the Payment of the Consideration Money, and the Inrolment of the

Certificate and Receipt as provided by the said last-mentioned Act, the Fee Simple and Inheritance of the Lands, Grounds, and Hereditaments so contracted and agreed to be sold as aforesaid, shall by virtue of this Act vest in the said Company of Proprietors hereby incorporated, and their Successors for ever, for the Purpose thereof.

CXI. And whereas great Part of the said Land called *Mary-le-bone Park*, and certain Grounds lying North thereof, are now drained by and along a certain Ditch or open Watercourse, which passes through the said Park, and near to and on the West Side of *Willan's Cow Yard*, into a certain Sewer now made and built in *Baker Street North*: And whereas by a Survey made under the Direction of the Commissioners of His Majesty's Woods, Forests, and Land Revenue, for the Purpose of ascertaining how a safe and effectual Drainage, both of the said Lands called *Mary-le-bone Park*, and others North thereof, can be procured by means of a Tunnel or Culvert under the said Canal, and a covered or underground Sewer into the said Sewer in *Baker Street North*, it appears that the said Drainage may be safely and effectually completed if a Part of the Valley in *Mary-le-bone Park North* of the said intended Canal shall be filled up, and the said Drainage altered and conducted round the Western Boundary of the said Land called *Mary-le-bone Park*, into the said Sewer, in *Baker Street North*; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall and will at their own Expence and Charges fill up such Part of the said Valley as shall be necessary for the Purpose aforesaid, and make and place, or cause to be made and placed, for the Purpose of conveying the Sewage along the Western Boundary of the said Lands called *Mary-le-bone Park*, under the said intended Canal, a Brick or Iron Syphon Culvert having One Foot of Curvature, and being not less than Seven Feet wide, and not less than Three Feet Six Inches high; which said Culvert shall be made and placed under that Part of the said intended Canal where it shall enter the West Side of the said Land called *Mary-le-bone Park*, and shall be made under the Survey, Inspection, and Direction, and shall be and remain under the Controul of the Commissioners of Sewers for the City and Liberty of *Westminster*, and Part of the County of *Middlesex*; and shall for ever be maintained, supported, cleansed, and kept in Repair by and at the Costs and Charges of the said Company of Proprietors hereby incorporated; and in Cases of Emergency or Neglect on the Part of the said Company hereby incorporated, to repair, amend, cleanse, and keep in good and perfect Repair and Condition such Culvert, all such Repairs and cleansing shall be done by or under the Direction of the said last-mentioned Commissioners of Sewers or their Surveyor, and all the reasonable Charges and Expences attending the same, shall be paid and reimbursed by the said Company of Proprietors hereby incorporated, within One Month after such Charges and Expences shall be demanded of the said Company, or their Clerk or Treasurer; and in default of Payment the same shall be recovered in such and the like Manner as any annual Rent that may be reserved for any Land or Hereditaments to be taken by virtue of this Act, is herein directed to be recovered in case of Non-payment thereof.

Company to make a Culvert under the Canal where it enters the West Side of *Mary-le-bone Park*.

CXII. Provided also, and be it further enacted, That the said Company of Proprietors hereby incorporated shall and they are hereby required to finish and complete the digging and forming of so much of the said intended

Certain Part of the Canal to be finished in One Year.

tended Canal as shall pass or be conducted through the said Land called *Mary-le-bone Park*, within One Year from the Time of passing this Act.

Saving the Rights of the Corporation of London as Conservators of the River Thames.

CXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Rights, Interests, Privileges, Franchises, or Authorities of the Mayor and Commonalty and Citizens of the City of *London* or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which, at the Time of making this Act, the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, did or might lawfully claim, use, or exercise, nor to authorize or empower the said Company of Proprietors hereby incorporated, their Workmen or Servants, or any of them, to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Banks or Shores thereof (except as far as may be necessary in making and forming the intended Entrance to the said Canal from the River *Thames* at *Limehouse* aforesaid, and the driving or placing of Seven Piles in the Bed of the said River on the East Side of the said intended Entrance, and which said Piles the said Company of Proprietors hereby incorporated are hereby required to drive, place, and maintain accordingly; the outermost Pile not to exceed the Distance of Thirty Feet from the South-west Corner of the Wharf there in the Occupation of *Charles Hampden Turner*, without the Licence and Consent of the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, first had and obtained in Writing for that Purpose; any thing herein contained to the contrary thereof in anywise notwithstanding.

Company of Proprietors to pay Corporation of London 450*l.* per Annum, as a Compensation for Diminution of Tolls.

CXIV. And whereas by an Act passed in the Fiftieth Year of the Reign of His present Majesty, intituled *An Act for amending, altering, and enlarging the Powers of Two Acts passed in the Fourteenth and Seventeenth Years of His present Majesty, in relation to the Navigation of the River Thames, Westward of London Bridge, within the Liberties of the City of London, and for the further Improvement of the said Navigation*, the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, are authorized and empowered to take, demand, recover, and receive, or cause to be taken, demanded, recovered, and received, for all Barges and other Vessels whatsoever, which shall be navigated upon the River *Thames* or any Part thereof, between *London Bridge* and the *City Stone* above *Staines*, such Sum and Sums of Money in the Nature of a Toll or Duty, Tolls or Duties, as therein mentioned, to be paid and applied in such Manner, and for such Uses, Intents, and Purposes, as in the said Acts are particularly directed: And whereas by an Act passed in this present Session of Parliament, intituled *An Act for altering, amending, and enlarging the Powers of Three Acts of His present Majesty, for improving the Navigation of the River Thames, Westward of London Bridge, within the Liberties of the City of London, and for further improving the said Navigation*, it is enacted, that the several Tolls and Duties by the said recited Act of the Fiftieth Year of the Reign of His present Majesty, authorized and directed to be taken, demanded, and received by the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, for Barges and other Vessels navigating upon the said River *Thames*, shall, from

from and after the Thirtieth Day of *June* One thousand eight hundred and twelve, cease, determine, and be no longer payable, save and except such only or such Part or Parts of the same Tolls or Duties as shall then have already become due, and shall then happen to be in Arrear and unpaid; and it is also enacted, that it shall be lawful for the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and they are thereby authorized and empowered from Time to Time, and at all Times after the said Thirtieth Day of *June* One thousand eight hundred and twelve, to take, demand, recover, and receive, or cause to be taken, demanded, recovered, and received, for all Barges and other Vessels whatsoever which shall be navigated upon the said River *Thames*, or any Part thereof between *London Bridge* and the *City Stone* above *Staines Bridge*, such Sum and Sums of Money in the Nature of a Toll or Duty, Tolls or Duties, as therein mentioned, to be paid and applied in such Manner, and for such Uses, Intents, and Purposes, as in the said Acts are particularly directed: And whereas the said intended Canal will diminish the Tolls and Duties created and made payable by the said Two several last-recited Acts respectively, inasmuch as Barges and other Vessels navigating to and from the Port of *London*, out of and into the Grand Junction Canal aforesaid, will pass through the said intended Canal, instead of passing along the River *Thames*, and it is expedient that a proper Compensation shall be made for or on account of such Diminution; be it therefore enacted, That over and above and in addition to the Tolls and Duties which the said Mayor, Aldermen, and Commons, in Common Council assembled, are authorized to take, demand, recover, and receive by virtue of the said Two last-recited Acts respectively, and in lieu of or by way of Compensation for the Diminution which will be occasioned in the Amount of the said Tolls and Duties by reason of the said intended Canal, the said Company of Proprietors hereby incorporated, their Successors and Assigns, shall and they are hereby required, immediately from and after the said intended Canal shall become navigable for Barges or other Vessels, from the said Grand Junction Canal to the River *Thames*, or from the River *Thames* to the said Grand Junction Canal, and thenceforth yearly and every Year for ever, to pay or cause to be paid unto the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or such Person or Persons as they shall from Time to Time appoint to receive the same, the Sum of Four hundred and fifty Pounds of lawful Money of *Great Britain*, by Quarterly Payments, to become due and to be made on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December*, in every Year, free and clear of and from all and all Manner of Parliamentary, Parochial, or other Deductions on any Account whatsoever, to and for the Improvement of the Navigation of the River *Thames*, and the other Purposes mentioned in the said recited Acts, the Sum of One hundred and twelve Pounds Ten Shillings, as and for the First Quarterly Payment of the said yearly Sum of Four hundred and fifty Pounds, to become due and be made on such of the said Quarterly Days of Payment as shall first and next happen after the said intended Canal shall become navigable as aforesaid, and every subsequent Payment of the same yearly Sum, to become due and be made on each succeeding Quarter Day.

CXV. And be it further enacted, That in case the said yearly Sum of Four hundred and fifty Pounds, herein-before directed to be paid by the
 [Loc. & Per.] 48^B Power to the Corporation of London, said for enforcing

Payment of
450*l.* per
Annum.

said Company of Proprietors, or any Quarterly Payment of the same, shall not be paid within Twenty-one Days next after the same shall become due and payable as aforesaid, it shall be lawful to and for the said Mayor, Aldermen, and Commons, of the City of *London*, in Common Council assembled, or such Person or Persons as they shall from Time to Time appoint to receive the same, to sue for and recover the said yearly Sum of Four hundred and fifty Pounds, and the Quarterly Payments thereof, by Action of Debt, or upon the Case, in the Name of the Mayor and Commonalty and Citizens of the said City of *London*, against the said Company of Proprietors, or their Receiver or Treasurer for the Time being, in any of His Majesty's Courts of Record at *Westminster*, together with full Costs of Suit, or otherwise it shall be lawful for the said Mayor, Aldermen, and Commons, in Common Council assembled, or such Person or Persons as they shall from Time to Time in that Behalf appoint, and they and he are and is hereby fully authorized and empowered from Time to Time to seize and distrain any Boats, Vessels, or other Goods or Effects of the said Company of Proprietors which shall be found upon the said Canal or Collateral Cut, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging, (Information of such Seizure being given to the said Company of Proprietors for the Time being, by delivering Notice thereof in Writing to some or one of their Clerks, Treasurers, Receivers, or Agents, or by affixing such Notice at any of the Wharfs or Quays belonging to the said Company of Proprietors), and to detain and keep the same, until Payment of all Arrears of the said Sum of Four hundred and fifty Pounds a Year, together with the reasonable Costs, Charges, and Expences attending such Seizure or Distress; and if such Distress shall not be redeemed within Five Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Boats, Vessels, and other Goods and Effects so seized and taken, shall and may be appraised and sold in such and the like Manner as the Law directs in Cases of Distress for Rent.

No Earth,
&c. removed
in making or
cleansing
Canal, or
Entrance
thereto at
Limehouse,
shall be de-
posited in
the River
Thames.

CXVI. Provided always, and be it further enacted, That all the Earth, Clay, Soil, and other Matters and Things, which it shall be necessary to dig or remove in making the said intended Canal, and the Entrance thereto at *Limehouse* aforesaid, shall be raised, taken, or carried away from the said Canal and Entrance, in Barges or other Vessels, or otherwise, to some other Place or Places, and no Part thereof shall be put, removed, scoured, or deposited in the said River *Thames*; and also that when and so often as the said Canal, or the Entrance to the same, shall from Time to Time be cleansed from the Mud and Soil that shall have accumulated therein, such Mud and Soil shall be raised, taken, and carried away from the said Canal and Entrance respectively in Barges or other Vessels or otherwise, and shall not be put, scoured, removed, raked, washed, or deposited in or to the said River *Thames*, any thing herein contained to the contrary thereof in anywise notwithstanding.

In case Land
purchased by
Company
shall not be
used, Com-
pany to re-sell
to the former
Owners.

CXVII. Provided always, and be it further enacted, That in case any Land or other Hereditaments purchased by the said Company of Proprietors hereby incorporated, of the Mayor and Commonalty and Citizens of the City of *London*, by virtue of this Act, or any Part thereof, shall not be used for the making of the said Canal or Cut, or any Basins or Reservoirs to the same, or for a Towing Path to the same, or for a Road from

Queen Street to the *Commercial Road* in the said Parish of *Stepney*, the said Company of Proprietors shall and they are hereby empowered and required, at the Request of the said Mayor and Commonalty and Citizens of the City of *London*, but at the Costs and Charges of the said Company, by an Indenture under their Common Seal, to grant and reconvey to the said Mayor and Commonalty and Citizens of the City of *London*, by way of absolute Sale, such Land, or such Part of such Land and Hereditaments so purchased, as shall not be so used as aforesaid, for such Price or Sum of Money, as if no Part of the said Land so purchased shall be used as aforesaid, shall be equal to the Sum paid by the said Company for the Purchase thereof; but if Part of such Land and Hereditaments so purchased shall have been used as aforesaid, for such Price or Sum of Money as shall bear the same Proportion to the whole Purchase Money paid by the said Company for the Purchase of the Land, Part of which shall be used as aforesaid, as Part of such Land which shall not be used shall bear in Quantity to the whole of such Land; and in case of any Difference or Dispute, the same to be adjusted and settled by a Jury, and Conveyances from the said Company of Proprietors shall be valid and effectual; and that upon Payment of the Sum or Sums to be paid to the said Company of Proprietors for such Re-conveyance of Land as last aforesaid, it shall and may be lawful for the Treasurer or Treasurers for the Time being to the said Company of Proprietors hereby incorporated, to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for which such Lands or Buildings shall be sold, or for so much thereof as in such Receipts shall be acknowledged or expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Non-application of such Purchase Money, or any Part thereof.

CXVIII. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend to authorize or enable the said Company of Proprietors hereby incorporated to erect, set up, or make, or cause to be erected, set up, or made, in or upon or within One hundred Yards of any of the Lands or Grounds of or belonging to the Right Honourable *Robert Earl Grosvenor*, unless within Fifty Feet of the River *Thames*, and within Fifty Feet of the Western Boundary of the said Land or Ground of the said *Robert Earl Grosvenor*; in the Occupation of the Company of Proprietors of the *Chelsea Waterworks*, any Fire or Steam Engine, or other Erection or Building whatsoever; nor to make or cause to be made any open Channel or Aqueduct, nor more than One covered Tunnel, Head-way, Aqueduct, Channel, or Feeder, in, upon, or through any of the Lands or Grounds of or belonging to the said *Robert Earl Grosvenor*; nor to make or cause to be made any Reservoir, Shaft, or Opening, in or upon any of the Lands or Grounds belonging to the said *Robert Earl Grosvenor*, nor to take or use, injure or damage, for the Purpose of making or maintaining such Tunnel, Head-way, Aqueduct, Channel, or Feeder, or for any other Purpose or Purposes whatsoever, any House or Building whatsoever belonging to the said *Robert Earl Grosvenor*, nor more of his or their Land or Ground than shall be absolutely necessary for the Purpose of making, forming, and maintaining such Tunnel, Head-way, Aqueduct, Channel, or Feeder, without the Consent in Writing

Company not to erect Steam Engines, &c. on Lord Grosvenor's Estate, except, &c.

Writing of the said Earl, his Heirs or Assigns, for that Purpose first had and obtained.

Soil to be dug out of Lord Grosvenor's Estate, to be deposited where directed.

CXIX. Provided also, and be it further enacted, That all Earth, Clay, Stone, Rubbish, Gravel, Sand, Soil, and other Materials that shall be dug or got in, upon, from, or out of the Land of the said *Robert Earl Grosvenor*, in making any such Tunnel, Head-way, Aqueduct, Channel, or Feeder, shall be conveyed, placed, and deposited by or at the Costs and Charges of the said Company of Proprietors hereby incorporated, in or upon such Part or Parts of the adjacent Land or Ground of the said *Robert Earl Grosvenor* as shall from Time to Time be pointed out by the said *Robert Earl Grosvenor*, his Heirs or Assigns, or his or their Agents or Surveyors.

Company not to have any Right over the Land of Ld. Grosvenor.

CXX. Provided also, and be it further enacted, That nothing in this Act contained shall give or be construed to give to the said Company of Proprietors hereby incorporated; nor to take from the said *Robert Earl Grosvenor*, his Heirs or Assigns, any Right or Ownership whatsoever into or over the Land or Ground through, over, or under which any such Tunnel, Head-way, Aqueduct, Channel, or Feeder as aforesaid shall be made.

Company not to erect any Steam Engine, &c. on the Estate of Earl Camden.

CXXI. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not erect or build, or cause to be erected or built or set up, any Steam Engine, or any other Works, Erections, Wharfs, Quays, Landing-places, Cranes, Weigh-beams, Warehouses, or Buildings upon either Side of the Line of the said intended Canal, as far as the same shall pass through the Lands of the Right Honourable *John Jeffreys Earl Camden*, situate in the Parish of *Saint Pancras* in the County of *Middlesex*, without the Consent in Writing of the said Earl, his Heirs or Assigns, or the Person or Persons who for the Time being shall be entitled to the Freehold Reversion or Inheritance of the same Estate first had and obtained for that Purpose, except one Lock near the Road leading from *Gray's Inn Lane* to *Kentish Town*.

Company not to build any Steam Engine on Mr. Agar's Estate without his Consent.

CXXII. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not erect or build, or cause to be erected or built or set up, any Steam Engine upon either Side of the Line of the said intended Canal, as far as the same shall pass through the said Lands of the said *William Agar*, without the Consent in Writing of the said *William Agar*, his Executors, Administrators, or Assigns, or of the Proprietor or Proprietors, and Occupier or Occupiers of the said Lands for the Time being first had and obtained for that Purpose.

Company to erect Bridges on Ld. Camden's, Sir Henry Hawley, and Paul Orchard, Esq. Estates.

CXXIII. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall and will, at their own proper Costs and Charges, erect and build, or cause to be erected and built, over and across such Parts of the said intended Canal and Collateral Cut as shall pass through or over the said Lands and Grounds of the said *John Jeffreys Earl Camden*, such and so many Bridges of Brick, Stone, or Iron, (the Number of such Bridges not exceeding Five, exclusive of any Bridge which may be built over any public Highway or Footpath,) as the said *John Jeffreys Earl Camden*, his Heirs or Assigns, or the Person or Persons

Persons so entitled to the same Estate for the Time being as aforesaid shall require to be made, and at such Times and in such Situation as the said Earl, his Heirs or Assigns, or such Person or Persons so entitled as aforesaid, shall direct; and the said Company of Proprietors shall also, at their own Costs and Charges, erect and build, or cause to be erected and built, over and across such Part of the said intended Canal and Collateral Cut as shall pass through the Estate of Sir *Henry Hawley* Baronet, and *Paul Orchard* Esquire, situate in the said Parish of *Saint Pancras*, a like Bridge of Brick, Stone, or Iron, at such Time and in such Situation as the said Sir *Henry Hawley* Baronet and *Paul Orchard*, their Heirs or Assigns, shall require, for the Purpose of communicating with any Road that shall be formed in his or their said Estate, and each and every such Bridge shall be erected and built in a good and substantial Manner, and be made of the Width of such Roads or Streets for which such Bridge shall form a Communication, and the Side or Parapet Walls thereof shall be in the Line with the Fronts of the Areas on each Side, and of an equal Width of the Road and Foot Paths in such Streets, such Parapet or Side Walls to be of the Height of Four Feet Six Inches, and every such Bridge shall be for ever thereafter maintained and repaired by and at the Expence of the said Company of Proprietors hereby incorporated.

CXXIV. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall, at their own proper Costs and Charges, fence such Parts of the Towing Path hereby authorized to be made, as shall pass through the said Lands or Grounds of the said *John Jeffreys* Earl *Camden*, and Sir *Henry Hawley* Baronet, and *Paul Orchard* Esquire, either with a Nine Inch Wall of the Height of Six Feet, with Fourteen Inch Piers, or with a close Paling of good Oak Timber, of the like Height of Six Feet above the Surface of the Ground, and shall also fence the said intended Canal on the opposite Side to the Towing Path, with a like Oak Pale Fence, of the Height of Four Feet Six Inches; and such Walls and Fences shall be for ever thereafter maintained and repaired by and at the proper Costs and Charges of the said Company of Proprietors, if so required, by the Owners for the Time being of the said respective Estates.

Company to fence off Towing Paths on the Estates of Lord *Camden*, Sir *H. Hawley*, and *Paul Orchard*, Esq.

CXXV. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *John Jeffreys* Earl *Camden*, his Heirs and Assigns, and the Person or Persons for the Time being entitled as aforesaid, to make any Wharf, Quay, Landing Place, Crane, Weigh-beam, or Warehouse, on any Part of his said Estate adjoining to the said intended Canal or Collateral Cut; and that such Wharf, Quay, Landing Place, Crane, Weigh-beam, or Warehouse, shall be for the private or exclusive Use only of the said *John Jeffreys* Earl *Camden*, his Heirs and Assigns, or the Person or Persons who for the Time being shall be entitled to the same Estate as aforesaid, he and they not demanding or taking any other Rates of Wharfage than such as are authorized and directed to be taken by virtue of this Act; any thing herein contained to the contrary thereof in anywise notwithstanding.

Lord *Camden* empowered to make Wharfs, &c. for his private Use.

CXXVI. Provided always, and be it further enacted, That it shall and may be lawful for the said *William Agar*, his Executors, Administrators, or Assigns, or the Person or Persons entitled to the said Estate for the Time

Mr. *Agar* may make a Wharf, &c. for his own private Use.

[*Loc. & Per.*]

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being,

being, to make or erect, on the Side of the Canal opposite the Towing Path, any Wharf, Quay, Landing Place, Crane, Weigh-beam, or Warehouse, on any Part of the Lands held by the said *William Agar*, of the Prebendary of *Saint Pancras*, in the said Parish of *Saint Pancras*, adjoining the said intended Canal; and that such Wharf, Quay, Landing Place, Crane, Weigh-beam, or Warehouse, shall be for the private and exclusive Use only of the said *William Agar*, his Executors, Administrators, or Assigns, or the Person or Persons who for the Time being shall be entitled to the said Estate or Lands, their Servants and Agents, for his and their Use only.

Company to indemnify Lord Southampton for any Damage done to his Estate.

CXXVII. And whereas, inasmuch as there are Designs formed for building upon that Part of the Estate of the Right Honourable *Charles Lord Southampton*, called *Chalk Farm*, lying Westward of the *Hampstead Road*, which will be greatly interrupted by excavating the Ground to make a secure Slope to the said intended Canal, in any Part where by deep cutting there may be Occasion to remove Earth on either Side thereof, and by taking any larger Space than may be absolutely necessary for making the said Canal and the Towing Path for the Use thereof, or if there should be any Variation made in the Line or Course of the Canal or Feeder through the said Farm, or if the Towing Path should be made on the South Side thereof, or unless Bridges should be erected, adapted to the Plan of Building, or if the Cut or Feeder to be made for conveying the Water should be for ever kept open through the same Farm, or by erecting any Steam Engine, or by making use of Ground for an unreasonable Time, for depositing the Soil to be excavated in making the said Canal, or by making Roads through the said Farm; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall make full Compensation and Amends for all Damage, as well by sloping any Bank or Ground on either Side of the said intended Canal, through the Ground of the said Lord *Southampton*, called *Chalk Farm*, as by using any Ground adjoining for depositing Earth arising from excavating of Ground through the said Farm; and that the said Company shall, when required by the Receiver or Agent of the said Lord *Southampton's* Estate, at their own Costs, turf over all the sloped Ground, in such Manner as shall be required and approved by the said Receiver or Agent; but they shall not be entitled to purchase the Inheritance of any greater Width of Ground for making the said intended Canal and Towing Path, than the Space of Sixty-two Feet through the said Farm, or to make any Towing Path on the Southward Side of the said Canal, or on the Northward Side to making the Towing Path higher than One Foot above the ordinary high Water Level of the Water in the said Canal, nor to make or erect any Wharf, Warehouse, or Place for loading, unloading, or depositing Goods, in or upon the said Farm, by virtue of any of the Powers of this Act; and that no Variation whatever from the Line already staked out shall be made in the Line or Course of the said Canal or Feeder, through any Part of the said Farm, without the Licence and Consent in Writing of the Guardian for the Time being of the said Lord *Southampton*, or other Person for the Time being entitled to the said Farm, during his or their Minority, or of the said Lord *Southampton*, or other Person entitled (if of full Age), in Writing, subscribed by such Guardian, or by the said Lord *Southampton*, or other Person entitled, being of full Age as aforesaid; and that by and at the proper Costs and Charges of the said Company, the said Canal and

Towing Path shall be fenced off on each Side, throughout the Whole of that Part of the Line thereof, with an Oak park-paled Fence Four Feet Two Inches high; and that three substantial Brick, Stone, or Iron Bridges, shall be erected and built, of the Width of at least Thirty Feet in the Clear, with proper Parapets or Balustrades, and for ever maintained and kept in Repair, over the said Canal, in such Places as by such Guardian, or by the said Lord *Southampton*, or other Person entitled, being of full Age, shall be required in Writing; and at their like Costs and Charges, the Approach to the said Bridges, on both Sides thereof respectively, shall be formed to render the same as easy and gradual as may be, and the Road first formed to the Satisfaction of the Surveyor of the Estate of the said Lord *Southampton* for the Time being, as well upon or over such Bridges as upon the new laid Ground for Approach thereto, on each Side thereof respectively; such Bridges to be erected and such Roads to be formed within Six Months after Notice given in Writing to the Clerk of the said Company, for the Time being, by or on Behalf of the said Guardian, or of the said Lord *Southampton*, or other Persons entitled; and that no Steam Engine shall be erected by or under the Authority of the said Company in or upon the said Ground called *Chalk Farm*, nor any Reservoir of Water be made thereon; and that within the Space of Six Months next after Notice given in Writing to the Clerk of the Company, by or on behalf of the Owner or Proprietor of the Freehold of the said Farm called *Chalk Farm*, the said Company shall, at their own Costs and Charges, form and make an adequate and sufficient Culvert for conveying all the Water thereof through the said Farm, which shall be wanted to pass by the said Feeder; and the said Culvert shall be so laid that the upper Part thereof shall not arise or be projected higher than Six Inches below the present Surface of the Ground, and the Ground shall be made good over such Culvert, to the Level of such present Surface, and that in such Places as any Road shall be made, crossing over the said Culvert, as well the Formation of any further Arch or other Work for Protection of the said Culvert as the perpetual Repair thereof, shall be at the Cost of the said Company; and if there shall be any Elevation of Ground by the Erection of any Arch or other Work as aforesaid, that a regular and easy Approach shall be made thereto on both Sides thereof, by and at the Costs of the said Company, and at the like Cost the Road shall first be formed to the Satisfaction of such Surveyor as aforesaid, as well upon the new laid Ground for such Approach as over the said Arch or other Work; and also, that no other Soil shall be laid upon any Part of the said Farm than what shall arise in excavating thereon, for forming the said Canal or Culvert; and that in laying or depositing the excavated Earth upon the Sides of the said Canal, the Brick and Tile Earth shall not be intermixed with any Gravel or Soil unfit for making Bricks or Tiles; and within Six Months after any Soil shall be excavated through the said Farm, the said Company shall, at their own Costs and Charges, remove and entirely clear off the same unless in the meanwhile Requisition in Writing shall be made by the Receiver or known Agent of the said Lord *Southampton's* Estate, that such excavated Earth, or any Part thereof, shall be left thereon, for the Benefit of the Estate, in which Case so much of the excavated Soil as shall be required shall be freely given up to be used as shall be thought fit on behalf of the Owner or Proprietor of the said Farm for the Time being; and that the said Company, or any Person under their Authority, shall not be authorized or entitled to make or use any Road Way or Path, or Road Ways or Paths, through

through the said Farm, other than the Space or Distance of Sixty Yards from the Line or Course of the said Canal, and Twenty Yards from the Line or Course of the said Feeder or Culvert, without the Licence and Consent, in Writing, of the said Guardian of the said Lord *Southampton*, or other Person entitled, if under Age, during his or their Minority, or of the said Lord *Southampton*, or other Person entitled, being of full Age.

For Protec-
tion of Long
Field, other
Part of Lord
Southamp-
ton's Estate.

CXXVIII. Provided always, and be it further enacted, That over the said Feeder, in its Course through the Ground or Field of the said Lord *Southampton* called *Long Field*, lying Eastward of the said *Hampstead Road*, there shall be erected and built, and for ever repaired and maintained, by and at the Cost of the said Company hereby incorporated, a good and substantial Brick, Stone, or Iron Bridge, of the Width of at least Thirty Feet in the Clear, in such Place as by the Guardian of the said Lord *Southampton*, or other Person entitled to the same Field, during his or their Minority, or by the said Lord *Southampton*, or other Person entitled, being of full Age, shall be required; and that an easy and regular Approach shall be made thereto, in case of any Elevation of the Ground by the Erection of any such Bridge; and that a firm and solid Road-way shall be made on all such new-made Approach, and over the said Bridge; and that a Gate and Pale and Rail Fence shall be erected by or upon the said Bridge, if required, by the Receiver or Agent of the Estate for the Time being, and to his Satisfaction, for Separation of the Ground that shall be divided by the said Feeder through the said Field.

Company not
to excavate
Ground on
Lord South-
ampton's
Estate, &c.

CXXIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize the said Company of Proprietors hereby incorporated to excavate Ground upon any Part of the Estate of the said Lord *Southampton*, for making the said Feeder, until the said Canal shall be made and perfected to the Place where the said Feeder is to be brought into the said Canal; and in making such Feeder, so much excavated Earth shall be sloped down on the Sides thereof, at the Cost of the said Company, and in such Manner and in such Places as shall be required by the Receiver or Agent of the said Estate.

Company re-
strained from
erecting
Steam En-
gines, &c. on
Lands be-
longing to the
See of the
Bishop of
London.

CXXX. Provided always, and be it enacted, That nothing in this Act contained shall extend, or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated to erect and set up, or cause to be erected and set up, any Steam Engine, Toll House, Weighing House, or any other Erections and Buildings whatsoever, in or upon any of the Lands or Grounds belonging to the See of the Lord Bishop of *London*, or to the Lessees thereof situate in the Parish of *Paddington*, in the said County of *Middlesex*, or to take, use, injure, or damage, for the Purposes of the said Canal and Collateral Cut hereby authorized to be made, or either of them, or any other of the Purposes of this Act, any Land, House, or Building whatsoever, belonging to the said See, or to the Lessees thereof, situate in the Parish of *Paddington* aforesaid, other than and except such Lands or Grounds as may be wanting by the said Company of Proprietors for the Purposes of making and forming the said Canal and Towing Path hereby authorized to be made of the Width of Sixty-two Feet, commencing in a certain Close called *The Seven Acres*, at the Towing Path of the said Company of Proprietors of the Grand Junction

tion Canal, and running from thence Eastwards across another Close called *The Upper Slip*, Two Fields called *The Church Fields*, and the Seven several Gardens described, in the Schedule to this Act annexed, to be in the several Occupations of *Robert Anderton, William Williams, George Darby, Thomas Little, William Williams*, and *Thomas Beedle*, without the Consent in Writing of the Lord Bishop of *London* for the Time being, and his Lessees, Proprietors of the said *Paddington* Estate, for those Purposes first had and obtained.

CXXXI. Provided always, and be it enacted, That the said Company of Proprietors hereby incorporated, in forming and making the said Canal hereby authorized to be made from the said *Paddington Canal* towards the *Edgeware Road*, shall and they are hereby required to make and form such intended Canal in a straight Line, conformable to the Street or Way called or known by the Name of *Maida Hill*, otherwise *Hill Street*, at or nearly upon a Right Angle with the *Edgeware Road*, and at a Distance of Thirty Feet at the least from the Gardens or Fore-courts of the Houses erected and built, or to be erected and built thereon: Provided also, that no more Land or Ground belonging to the said Lord Bishop of *London*, or to his Lessees, situate within the Parish of *Paddington*, shall be taken, used, injured, or damaged for the Purposes aforesaid, than what shall be contained within the Line and Width aforesaid, or within such Breadth from the Bank of the said Canal as shall be necessary for the Purpose of forming the Base and Slopes thereof, in such Places where such Banks shall be formed above the Level of the present Surface of the Lands and Grounds aforesaid, and shall or may require such Base and Slopes aforesaid.

Company to form Canal through the Lands belonging to the See of the Bishop of London, conformable to the Line of a certain Street.

CXXXII. Provided always, and be it enacted, That in such Place or Places where the Level of the Towing Paths and Banks of the said Canal hereby authorized to be made shall rise above the present Surface of the Land, the said Company of Proprietors hereby incorporated shall and they are hereby required to make and form, or cause to be made and formed, all and every such Banks of the Width of Thirty Feet at the least, on the Summit or Tops thereof respectively, exclusive of such Towing Paths, and also to erect and build, or cause to be erected and built, one good and substantial Brick or Stone Bridge, at the least, fit for the Passage of Carts and other Carriages over and across the said Canal hereby authorized to be made, at such Place or Places as the said Lord Bishop of *London* for the Time being, and his Lessees, Proprietors of the said *Paddington* Estate, shall require and fix upon for the Purpose of communicating with their building Grounds on the North Side thereof, and to keep such Bridge or Bridges from Time to Time in good Repair and Amendment.

Company to form Banks where the Level of Towing Path, &c. shall rise above the present Surface.

CXXXIII. Provided always, and be it enacted, That in case the said Company of Proprietors hereby incorporated shall refuse or neglect to erect and build the Bridge so as aforesaid to be erected and built upon the *Paddington* Estate, across the said intended Canal, of the Breadth of Thirty Feet at the least between the Parapets thereof, or shall after One Month's Notice refuse or neglect to repair, amend, and support the same when made and built, then and in such Case it shall be lawful for the said Lord Bishop of *London* for the Time being, and his Lessees, to make, erect, and build, repair, amend, and support the same Bridge, and all the reasonable Costs,

If Company should not build the Bridge on the Bishop of London's Estate, he may build it at the Company's Expence.

[*Loc. & Per.*]

48 D

Charges,

Charges, and Expences thereof shall be repaid to the said Lord Bishop of *London* for the Time being, and his Lessees, by the said Company of Proprietors; and the said Lord Bishop of *London* for the Time being, and his Lessees (upon Refusal or Neglect of the said Company of Proprietors to pay the Costs and Charges as aforesaid), shall and may have such and the like Remedy against the said Company for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed.

When Towing Path shall be below a certain Level, Company to fence the Sides of the Ground with Brickwork.

CXXXIV. Provided always, and be it enacted, That in such Place or Places where the said Towing Paths, authorized to be made by virtue of this Act, shall be sunk below the present Level of the Ground or Roadway of the said Street or Way called *Maida Hill*, otherwise *Hill Street*, the said Company of Proprietors hereby incorporated shall and they are hereby required to cause the Sides of the Ground, from each and every such Towing Path to the Surface, to be substantially and effectually walled and faced in a fair and proper Manner with Brickwork, and to be fenced on the Top or Summit thereof with a substantial Wrought-iron Palisade Rail, on a Stone Kirb.

No Lock to be made on Land belonging to the See of London, except within 150 Feet of the Mouth of the Tunnel.

CXXXV. Provided always, and be it enacted, That no Lock or Locks whatsoever shall be made by the said Company of Proprietors hereby incorporated, upon any such Part of the said intended Canal as shall pass through any of the Lands or Grounds belonging to the said See, or to the Lessees thereof, in the Parish of *Paddington* aforesaid, except within One hundred and fifty Feet of the Mouth of the Tunnel authorized to be made by virtue of this Act, and which Tunnel is intended to commence at the Distance of about Two hundred Feet from the *Edgeware Road*, and to pass Eastward under the same Road.

Company not to injure any Springs, &c. at Bayswater.

CXXXVI. Provided always, That nothing in this Act contained shall extend or be construed to extend so as to enable the said Company of Proprietors hereby incorporated to take, use, injure, or damage, for any of the Purposes of this Act, any of the Springs or Conduits of Water at *Bayswater*, on any Pretence or Account whatsoever; and in case any Damage shall be done to any of such Springs or Conduits by the said Company of Proprietors, their Agents or Servants, then the same shall be forthwith made good, and due Compensation made by the said Company for all Loss and Damage occasioned thereby.

No Steam Engine, &c. to be erected in the Parish of *Paddington*.

CXXXVII. Provided always, and be it enacted, That nothing in this Act contained shall extend, or be construed to extend, so as to enable the said Company of Proprietors hereby incorporated to erect and set up, or cause to be erected and set up, any Steam Engine whatsoever in or upon any of the Lands or Grounds within the said Parish of *Paddington*, or to make or cause to be made any Headway, to bring any of the Water of the *Thames* at, in, or towards the Parish of *Paddington*, by means of a dead Level, or by means of any Inclination towards the said Parish of *Paddington*; or to make or form any Tunnel or Tunnels in the said Parish, (save and except the Tunnel which is herein-before authorized to be made by virtue of this Act, for the Formation of the Canal, and to commence about Two hundred Feet Westward of the *Edgeware Road*), nor to drive any Shaft or Shafts, for any of the Purposes of this Act, under any of the Land or Ground within the Parish of *Paddington* aforesaid.

CXXXVIII. Pro-

CXXXVIII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors hereby incorporated, or any other Person or Persons acting by or under their Authority, to take, use, injure, or damage, for the Purposes of the said Canal and Collateral Cut hereby authorized to be made, or either of them, or for any other of the Purposes of this Act, any Land or Ground, House or Building, the Property or Estate of *Edward Berkley Portman* Esquire, in the Parish of *Saint Mary-le-bone*, or Tunnel under and through the same, or any Part thereof, without his Consent in Writing first had and obtained.

Company not to make the Canal through the Estate of Mr. Portman without his Consent.

CXXXIX. Provided always, and be it further enacted, That so much of the Line of the said intended Canal and Tunnel as shall pass through the Estate called the *Saint John's Wood Estate*, the Property of *Henry Samuel Eyre* Esquire, shall be in conformity and agreeable to the Line laid down in a printed Map or Plan, signed by *John Nash* on the Part of the said Company of Proprietors hereby incorporated, and *Walpole Eyre* on the Part of the said *Henry Samuel Eyre*, or as near thereto as Circumstances and Convenience will admit.

Line of Canal through Saint John's Wood Estate to be conformable to the Sewer Plan.

CXL. And whereas great Part of the said *Saint John's Wood Estate* is drained by and along a certain Ditch running between the said Estate and the said Crown Lands called *Mary-le-bone Park*, into a certain Sewer now made and built in *Baker Street North*, and which Drainage will be intercepted by the Works hereby authorized to be made, unless Provision be made for the same; be it therefore enacted, That the said Company of Proprietors hereby incorporated shall and will, at their own Expences and Charges, within Eighteen Months from the passing of this Act, erect and make, or cause to be erected and made, by and under the Survey, Controul, and Inspection, and according to the Directions of the Commissioners of Sewers for the City and Liberty of *Westminster*, and Part of the County of *Middlesex*, a Brick or covered Sewer along the Crown Ditch, from the North Side of the said intended Canal, and shall and will carry and conduct the same into the present Sewer running under the Street now called *Baker Street North*, and shall and will make such Sewer, so to be erected and made as aforesaid, of such Size and Dimensions as shall be adequate and necessary for building Purposes, subject nevertheless to such Controul, Inspection, and Approbation of the Commissioners as aforesaid; and that he the said *Henry Samuel Eyre*, his Heirs and Assigns, and his and their Tenants, shall and may have full and free Liberty at all Times to drain into the said Sewer, as well on the North as the South Side of the said Canal, without any Compensation to the said Company of Proprietors for the doing thereof; and, until such Sewer be made, shall and will make and provide all such temporary Drains and Sewers as shall be necessary to continue the present Drainage of the said Estate uninterrupted; in consideration whereof the said *Henry Samuel Eyre*, his Heirs and Assigns, shall and will provide his own Drainage, from a certain Place called *Lord's New Cricket Ground*, situate on the *Saint John's Wood Estate*, into the said Sewer, without calling upon the said Company to bear or pay any Part of the additional Expence of making thereof, which will necessarily be occasioned by the deep Cutting of the said Canal.

Company to make a Sewer to communicate with the public Sewer in Baker Street North.

CXLI. Pro-

Company to
make good
any Damages
to the Sewer
occasioned by
the Tunnel.

CXLI. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall and will from Time to Time and at all Times make good all Damages which shall or may be done to the Sewer now made up the said Avenue of Trees, and also to the Road of such Avenue, in case the same or either of them shall in anywise be damaged or injured in making and maintaining the said intended Tunnel under the said Estate called the *Saint John's Wood Estate*, as aforesaid.

Company to
preserve
Drainage of
Saint John's
Wood Estate.

CXLII. And whereas certain other Parts of the said *Saint John's Wood Estate* are drained by and through certain Lands now belonging to his Grace the Duke of *Portland*, and from thence into and through the said Crown Lands called *Mary-le-bone Park*, and along the same into the said Sewer in *Baker Street*, and which Drainage will be wholly intercepted by the said intended Canal, unless proper Provision be made for the same; be it therefore enacted, and, in order to provide against the same, the said Company of Proprietors hereby incorporated are hereby required well and effectually to continue and preserve the said Drainage, by conveying and conducting the same either over or under the said Canal, in a Manner adequate to building Purposes.

Company to
build Two
Bridges for
Mr. Eyre.

CXLIII. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall erect and build, or cause to be erected and built, when thereunto required by the said *Henry Samuel Eyre*, his Heirs or Assigns, a Bridge over and across the said intended Canal, at a certain Road leading to the said Place called *Lord's New Cricket Ground*, on the said *Saint John Wood's Estate*; and also another Bridge over and across the said Canal, at the Road called the *Park Road*, leading from the *Alpha Road* to the new Burial Ground belonging to the said Parish of *Saint Mary-le-bone*, with good and sufficient gravelled Roads, and Ascent Approaches over the same; and that each of such Bridges shall be of the Width of Forty Feet at the least in the clear, and shall be built of Brick or Stone in a good and substantial Manner, with Parapets, Piers, and Sweeps of Stone or Malme Stock Bricks, and Stone Coping, and shall be erected, maintained, and repaired, at the proper Costs and Charges of the said Company; and that Pipes necessary for the Supply of Water to the said *Saint John's Wood Estate* may at any Time be laid over the said Bridges or either of them by any Company of Proprietors of Water-works duly authorized so to do.

Company to
remove the
Earth dug
out of Mr.
Eyre's Estate,
to the Places
fixed upon by
Mr. Eyre:

CXLIV. Provided always, and be it further enacted, That the said Company of Proprietors are hereby required, at their own proper Costs and Charges, to cause the Earth or Soil which shall or may be dug out in forming such Part of the said intended Canal and Tunnel as shall pass through or under the said Estate called the *Saint John's Wood Estate*, to be removed and levelled, on such Parts of the same Estate as the said *Henry Samuel Eyre*, his Heirs or Assigns, shall fix upon, so as the Distance to which such Earth or Soil shall be removed shall in no Case exceed One hundred Yards from the Spot where the same shall be dug.

Company not
to suffer any
Clay, &c. to
be left on the

CXLV. Provided also, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not, in forming the said intended Canal through the said Lands of the said *William Agar*, permit

or suffer any Clay, Soil, or Gravel to be left on the Banks thereof; nor shall any such Clay, Soil, or Gravel be made use of by the said Company for the Purpose of making Bricks or otherwise, on the said Lands of the said *William Agar*; but the same shall be deposited in such convenient Situations and in such Manner and Form as shall be required and approved of by the said *William Agar*, his Executors, Administrators, or Assigns, provided the same be not thereby to be removed more than One hundred Yards, unless the same shall be removed entirely from the Grounds of the said *William Agar*.

Banks of the Canal in the Lands of Mr. Agar.

CXLVI. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall not take or make use of any other or greater Quantity of the Estate called *The Saint John's Wood Estate*, than what shall be actually required for the making and forming of so much of the said intended Canal, Tunnel, Towing Paths, and Slopes, or Banks thereof, as shall be made and formed on the same Estate, and that no Erection or Building shall be erected or built thereon, or the Ground converted to any other Purpose than for such Canal, Tunnel, Towing Path, and Slopes or Banks; and that the said Company shall also, at their own proper Costs and Charges, fence off so much of the said intended Canal and Towing Path as shall pass through the same Estate with Oak Cleft Paling of Four Feet Two Inches high from the Surface of the Ground, in like Manner as the Park called *Mary-le-Bone Park* is now fenced off, and shall and will keep the same in good Repair; and that such Towing Path shall be made and formed on the North Side of the said intended Canal only.

Company not to make use of more Land of the Saint John's Wood Estate than wanted for Canal, &c.

CXLVII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors hereby incorporated to prevent the said *Henry Samuel Eyre*, his Heirs or Assigns, at his and their own Costs and Charges, from making any Recess, Dock, or Basin, in or upon any Lands or Grounds belonging to him the said *Henry Samuel Eyre*, his Heirs or Assigns, immediately adjoining the said Canal.

Company not to prevent Mr. Eyre making any Recess, &c.

CXLVIII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *Henry Samuel Eyre*, his Heirs or Assigns, to make use of any Recess, Dock, or Basin, or of any Wharf, Quay, Landing Place, Crane, Weigh-beam, or Warehouse, which shall be set out, erected, or made by him or them on his or their Lands or Grounds adjoining to the said Canal and Collateral Cut hereby directed to be made, or either of them, for his or their private and exclusive Use only, he and they demanding and taking no other Rates of Wharfage than what are authorized and directed to be demanded and taken by virtue of this Act; any thing herein contained to the contrary thereof in anywise notwithstanding.

Mr. Eyre empowered to use the Wharfs, &c. built by him for his own Use.

CXLIX. Provided always, and be it further enacted, That in case the said Company of Proprietors hereby incorporated shall refuse or neglect to make, erect, and build the several Bridges, and Sewers, and Fences so as aforesaid to be made, erected, and built on the said *Saint John's Wood Estate*, or shall, after One Month's Notice, refuse or neglect to repair, amend, and support the same when made and built, then and in every

If Company neglect to repair Bridges, &c. on Mr. Eyre's Estate, he may do it at the Company's Expence.

such Case it shall be lawful for the said *Henry Samuel Eyre*, his Heirs or Assigns, to make, erect, and build, repair, amend, and support the same; and all the reasonable Costs, Charges, and Expences thereof shall be repaid to the said *Henry Samuel Eyre*, his Heirs or Assigns, by the said Company of Proprietors; and the said *Henry Samuel Eyre*, his Heirs or Assigns, upon Refusal or Neglect of the said Company of Proprietors to pay the Costs and Charges as aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed.

Thomas Rhodes empowered to make Watering Places for Cattle, &c.

CL. And whereas one or more of the Springs or Feeders for supplying the said intended Canal with Water will necessarily pass through, under, and along several Fields, Closes, or Parcels of Land of a certain Farm called *Tottenham Wood Farm*, situate and being in the said Parish of *Tottenham*, the Property of *Thomas Rhodes* Esquire, which may be materially deteriorated, unless certain Provisions be made for the Prevention of such Injury; be it therefore further enacted, That it shall and may be lawful to and for the Owner or Proprietor, Owners or Proprietors of the said Farm and Lands, at his or their own Expence, to make or cause to be made Ponds or Watering Places for the Use of Cattle on the said Farm, and for other farming Purposes, in all or any of the Fields, Closes, or Parcels of Land of which the said Farm consists, which shall adjoin the said Springs or Feeders, or any of them; such Owner or Proprietor, Owners or Proprietors, at his or their like Expence, keeping such Ponds or Watering Places Water-tight, and so as none of the said Ponds or Watering Places shall be on a lower Level than the Level of the Feeder to which the same shall adjoin.

Company required to arch over the Feeder in certain Parts on the Ground of *Thomas Rhodes*, Esquire.

CLI. And be it further enacted, That the said Company of Proprietors hereby incorporated, if thereunto required by the Owner or Proprietor, Owners or Proprietors of the said Farm called *Tottenham Wood Farm*, signified by some Writing or Writings signed by him, her, or them respectively, and delivered to the Treasurer or Clerk to the said Company for the Time being, or left at his usual Place of Residence, shall and will, at their own Expence, on or before the Expiration of Six Calendar Months next after such Notice or Notices respectively shall be so delivered or left, arch over and cover in with Brick, in a good and substantial Manner, so as to be fit for the passing and repassing of Horses and other Cattle, Waggons, Carts, and other Carriages, such Part of the Feeder as shall run through, under, or along a certain Field called *The Seventeen Acre Field*, Part of the said Farm called *Tottenham Wood Farm*, and lying to the North-east of the Farm House belonging to the said Farm; and shall also arch over and cover in with Brick such Parts of the said Feeder as shall run through a certain other Field called *Wood Green* or *Lodge Field*, in such Places as the Owner or Owners, Proprietor or Proprietors of the said Estate shall require, so that the Length or Lengths of the said Arch or Arches in the said last mentioned Field shall not exceed One hundred Feet in the whole; and shall, at their like Expence, make and erect, and for ever thereafter keep in Repair, a neat and substantial Fence, separating such Feeder from the Road leading from the Farm House to *Wood Green*; and also that the said Archways or Coverings in the said Fields, Closes, or Parcels of Land and Road respectively, shall be so constructed as not to exceed the Level of the other

other Parts thereof, and so as to admit of the Surface of such Archways and Coverings respectively being used either for Tillage, Meadow, or Pasture; and that the said Company shall also, at their like Expence, for ever thereafter maintain and keep in good and substantial Repair the said Archways or Coverings respectively so to be made as aforesaid.

CLII. And be it further enacted, That the said Company of Proprietors shall, at their own Expence, within the Space of Six Calendar Months next after any Part of the said Feeder shall be made through, under, and along any of the said Fields, Closes, or Parcels of Land, of which the said Farm called *Tottenham Wood Farm* consists (except the Fields called *The Seventeen Acre Field* and *Wood Green Field*, wherein the said Arches are to be made over the said Feeder as aforesaid), make and erect or cause to be made and erected, and for ever thereafter maintained and kept in Repair, One good and substantial Bridge of Stone or Bricks, in such Part of each and every of the said Fields, Closes, or Parcels of Land, as such Owner, or Proprietor, Owners or Proprietors, shall require, of the Width of Twelve Feet at the least, so as to be fit and proper for the Passage of Horses and other Cattle, Waggons, Carts, and other Carriages, thereby opening and continuing a Communication from one Part of each and every of the said Fields, Closes, and Parcels of Land, with the other Part thereof; and that each and every of the said Bridges shall be so constructed as to have a proper Fence on the Sides thereof respectively, so as to secure a safe Passage over the same.

Company to erect Bridges on Rhodes's Land, &c.

CLIII. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall, at their own Costs, within Twelve Calendar Months after the said intended Canal shall be made and cut through a certain Field or Piece of Land called *The Shoulder of Mutton Field* or *Little Long Meadow*, belonging to *George Thornhill Esquire*, situate in the Parish of *Saint Mary Islington*, in the County of *Middlesex*, make and erect upon the said Land, and over the said Canal, in such Place as shall be for that Purpose pointed out and required by him, his Heirs or Assigns, a good and sufficient Stone, Brick, or Iron Bridge, Thirty-two Feet wide at the least, for the Purpose of forming a Communication with a projected Line of Road through his Estate; and such Bridge shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company.

Company to build a Bridge on the Estate of G. Thornhill, Esq.

CLIV. And be it further enacted, That the said Company hereby incorporated shall, at their own Costs and Charges, previously to the said Canal being made and cut through a certain Field or Piece of Land in the Occupation of *William Clements*, and belonging to *Nathaniel Lee Acton Esquire*, and situate in the Parish of *Saint Leonard Shoreditch* in the County of *Middlesex*, make and erect upon the said Land, and over the said Canal, in such Place as shall be for that Purpose pointed out and required by the said *Nathaniel Lee Acton*, his Heirs or Assigns, a good and sufficient Stone or Brick Bridge, Thirty Feet wide at the least, for the Purpose of forming a Communication with a projected Line of Road through the Estates of the said *Nathaniel Lee Acton* and *William Rhodes Esquire*; provided such Road shall be then made and formed, and if not then, the said Bridge shall be so erected and built within Three Calendar Months after such Road shall be so made and formed, and such Bridge shall from Time

Company to build a Bridge on the Estate of Lee Acton, Esq.

to

to Time thereafter be supported, maintained, and kept in sufficient Repair by and at the Expence of the said Company.

For fencing certain Premises.

CLV. And whereas the said Canal, Locks, and other Works authorized to be made by virtue of this Act, will pass along, through, and over certain private and enclosed Lands and Premises now in the Occupation of *Charles Hampden Turner* Esquire, and *John Boulcott* Esquire, situate on the North Side of *Narrow Street*, in the said Parish of *Saint Anne Limehouse*; be it therefore enacted, That it shall and may be lawful to and for the said Company of Proprietors hereby incorporated, and they are hereby required, before the making of the said Canal, Locks, and other Works, along, through, or over any Part of such Premises, to erect and set up a good and sufficient Brick Wall, or other good and sufficient Fence; to the Satisfaction of the Surveyor or Surveyors to be appointed by the said *Charles Hampden Turner* and *John Boulcott*, or other Occupiers of the said Premises respectively, on the East and West Sides of the said Canal, Locks, and other Works, so far as the said Canal, Locks, and other Works shall intersect such Premises; and which said Wall or Fence shall be at least Eight Feet in Height above the Surface of the Ground on each Side of the said Canal, Locks, and other Works adjoining the said Premises.

The Passage to Mr. Turner's Wharf not to be impeded by any Boats, &c. using the Canal.

CLVI. Provided always, and be it enacted, That no Boatman or other Person navigating or having the Care of any Boat, Barge, or other Vessel, making use of the said intended Canal and Collateral Cut, or either of them, shall moor or lie his Boat, Barge, or other Vessel, so as to obstruct or hinder the free Passage of Boats, Barges, or other Vessels to and from the Wharf now belonging to the said *Charles Hampden Turner* next the *Thames*, and on the East Side of the intended Entrance of the said intended Canal at *Limehouse*, into the River *Thames*; and if any such Boatman or other Person shall obstruct the free Passage of Boats, Barges, and other Vessels to or from the said Wharf of the said *Charles Hampden Turner*, by means of misplacing or otherwise misconducting his Boat, Barge, or other Vessel, and shall not, immediately upon Request made, alter the Situation of such Boat, Barge, or other Vessel, so as that the said Obstruction shall cease and be removed, every such Boatman or other Person so and in every such Case offending shall for every such Offence forfeit any Sum not exceeding Five Pounds; and it shall be lawful for the said Company of Proprietors hereby incorporated to cause any such Boat, Barge, or other Vessel to be removed in such Manner as shall be proper for preventing such Obstruction; and to keep and detain such Boat, Barge, or other Vessel, and the Loading thereof or any Part of such Loading, until the Charges attending such Removal shall be paid, or otherwise to recover the Expences incurred thereby, in like Manner as any Penalty is hereby directed to be recovered.

Wharfs, &c. belonging to private Persons not to be used as public Wharfs without Consent, &c.

CLVII. Provided always, and be it further enacted, That the said several Powers and Provisions in this Act contained with regard to the making, building, constructing, providing, or using of Wharfs, Quays, Landing Places, Cranes, Weigh-beams, or Warehouses, in or upon the Lands adjoining the said Canal, for the Purposes of the said Navigation, shall not, nor shall any Part or Parts thereof extend, or be deemed, construed, or taken to extend, to the said Wharfs, Lands, Hereditaments, or Premises,

Premises in the Occupation of the said *Charles Hampden Turner*, or to the Wharfs, Lands, Tenements, Hereditaments, or Premises belonging to or in the Occupation of the said *John Boulcott*, or any Part or Parts of the same respectively, without the Consent of the Owner or Owners and Occupier or Occupiers of the said Premises respectively for the Time being first had and obtained in Writing; but that such Owner and Owners, and Occupier and Occupiers, shall and may from Time to Time and at all Times be at Liberty to use and enjoy the said Wharfs, Lands, Tenements, Hereditaments, and Premises, to and for their own private and exclusive Use, or for the Use of such Person or Persons only as they shall or may permit or suffer to use the same respectively; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

CLVIII. And whereas the said Canal will pass along or through a certain Wharf, Timber Yards, and Premises belonging to or in the Occupation of *John Boulcott* Esquire, and situate next to the River *Thames*, and on the North and South Sides of *Narrow Street*, and on the South Side of *Queen Street*, in the Parish aforesaid, and it is expedient that some Provision should be made for the Security of the same; be it therefore further enacted, That it shall and may be lawful to and for the said Company, and they are hereby authorized and empowered, either to erect and place the Outer Gate of the Entrance Lock of the said Canal next the *Thames*, within the Distance of Forty Feet from the South Side of *Queen Street* aforesaid, or the Whole of the said Lock, and the said Gates, in such Manner that the Inner Gate of the said Lock shall be at a greater Distance than One hundred and thirty Feet from the said South Side of *Queen Street*: Provided always, that if the said Company shall place the said Outer Gate within Forty Feet of the said South Side of *Queen Street*, the said *John Boulcott*, and the Owners and Occupiers of the said Premises, and all other Persons using the same, shall from Time to Time and at all Times have the free Use of the Ground on the West Side of the said Canal, between the Outer Lock Gate and the River, for the Purpose of loading and unloading all his and their Boats, Barges, Lighters, Craft, and other Vessels with Timber and other Goods, Wares, and Merchandize, without being subject or liable to any of the Tolls, Rates, or Duties in and by this Act authorized to be levied and taken, the said Boats, Barges, Lighters, Craft, and other Vessels and Things not interrupting or impeding the free Passage of Ships, Vessels, Barges, Lighters, Craft, Timber, or other Goods, Wares, and Merchandize, from, into, or out of the said Lock, but leaving the clear Width of Thirty-five Feet for the same: And provided also, if the said Company shall erect and place the Whole of the said Lock, and the said Gates, in such Manner that the Inner Gate of the said Lock shall be at a greater Distance than One hundred and thirty Feet from the said South Side of *Queen Street*, that then it shall be lawful to and for the said *John Boulcott*, or the Owner or Owners, Occupier or Occupiers of the said Premises for the Time being, to enter and pass through, into, or out of the said Lock, with all his or their Boats, Barges, Lighters, Craft, or other Vessels, Goods, Wares, and Merchandize, on Payment of the Tolls, Duties, and Charges only hereby empowered to be levied for passing through, into, or out of the said Lock.

CLIX. Provided always, and be it further enacted, That it shall be lawful for the said Company, and they are hereby required, on Notice for
 [Loc. & Per.] 48 F that

For the Protection of certain Premises.

Company to make Slips, Recesses, &c.

that Purpose being given, within Six Months after the passing of this Act, to their Engineer for the Time being, by the said *John Boulcott*, or the Owners and Occupiers of the said Premises, to make and form on the West Side of the said Canal such and so many Slips, Recesses, Wharfs, and Landing-places as shall be necessary for his or their Business, the reasonable Expences of making and forming which shall be recoverable by the said Company from the said *John Boulcott*, or the said Owners and Occupiers on whose Premises the same shall be made respectively, deducting only the Costs and Charges which would have been necessarily incurred by the said Company in the Erection of a good and sufficient Brick Wharf, Wall, and Stone Coping on the Side of the said Canal, in the Place of such Slips, Recesses, Wharfs, or Landing-places, in case the same had not been made.

Company to purchase certain Land belonging to *John Boulcott*.

CLX. Provided always, and be it further enacted, That if the said Company shall erect and place the Whole of the said Lock and the said Gate in such Manner that the Inner Gate of the said Lock shall be at a greater Distance than One hundred and thirty Feet from the said South Side of *Queen Street*, that then it shall be lawful for the said Company, and they are hereby required to purchase from the said *John Boulcott*, his Heirs, Executors, Administrators, or Assigns, such Part of the said Premises as shall lie on the West Side of the Entrance to the said Canal, between the Outer Gate of the said Lock and the River *Thames*.

Company to fence off Part of the Canal, &c.

CLXI. Provided always, and be it further enacted, That the said Company of Proprietors hereby incorporated shall, at their own Costs and Charges, fence off so much of the said intended Canal and Towing Path as shall pass through certain Closes of Land or Ground lying and being on the South-east Side of the *New River*, in the said Parish of *St. Mary Islington*, the respective Estates of *Samuel Rhodes* and *Samuel Pullin*, with a close boarded upright Fence, Five Feet high from the upper Surface of the Land, on both Sides of the Canal, and shall and will keep the same in good Repair and Amendment; and that such Towing Path as shall pass through the said Closes of Land or Ground shall be made and formed on the South Side of the said Canal; and also shall, at their like Costs and Charges, erect and build, or cause to be erected and built, when thereunto required by the said *Samuel Rhodes* and *Samuel Pullin*, or either of them, their or either of their Heirs or Assigns, one good and sufficient Bridge (exclusive of one Bridge to be made by means of the Tunnel) over and across the said Canal in the said Closes, at such Places as the said *Samuel Rhodes* and *Samuel Pullin* shall direct, with good and sufficient Approaches to the same respectively, and such Bridges shall be of the Width of Twenty Feet at the least in the Clear, and shall be built in a good and substantial Manner, with Side Walls of the Height of Five Feet at the least, with a Gate at each Extremity of the said Bridges, and shall be erected, maintained, and repaired at the proper Costs and Charges of the said Company.

No Warehouse, &c. to be erected upon certain Estates.

CLXII. Provided always, and be it further enacted, That no Warehouse, Building, or Steam Engine shall be erected, nor any Manufactory be carried on by the said Company of Proprietors hereby incorporated, upon any Part of the said Closes of the said *Samuel Rhodes* and *Samuel Pullin* respectively, without the Consent of the said *Samuel Rhodes* and *Samuel*

Samuel Pullin, their Heirs or Assigns respectively, first had and obtained.

CLXIII. Provided always, and be it further enacted, That it shall and may be lawful to and for the said *Samuel Rhodes* and *Samuel Pullin*, their Heirs or Assigns, to make use of any Recess, Wharf, Quay, Landing Place, Crane, Weigh Beam, or Warehouse which shall be erected or made by them respectively on their respective Lands or Grounds adjoining to the said intended Canal, for their respective private and exclusive Use only, they demanding and taking no other Rates of Wharfage than what are authorized and directed to be demanded and taken by virtue of this Act; any thing herein contained to the contrary thereof in anywise notwithstanding.

Certain Persons may use Wharfs, &c. on their own Lands.

CLXIV. Provided always, and be it further enacted, That in case the said Company of Proprietors hereby incorporated shall refuse or neglect to make, erect, and build the several Bridges and Fences so as aforesaid directed to be made, erected, and built on the said Closes of Land or Ground of the said *Samuel Rhodes* and *Samuel Pullin*, or shall, after One Month's Notice in Writing given to the Clerk of the said Company hereby incorporated, refuse or neglect to repair, amend, and support the same when made and built, then and in every such Case it shall be lawful for the said *Samuel Rhodes* and *Samuel Pullin*, their Heirs or Assigns respectively, to make, erect, and build, and from Time to Time and at all Times thereafter to repair, amend, and support the same, and all the reasonable Costs, Charges, and Expences thereof shall be repaid to the said *Samuel Rhodes* and *Samuel Pullin*, their Heirs or Assigns respectively, by the said Company of Proprietors; and the said *Samuel Rhodes* and *Samuel Pullin*, their Heirs or Assigns respectively, upon Refusal or Neglect of the said Company of Proprietors to pay the Costs and Charges as aforesaid, shall and may have such and the like Remedy against the said Company for the Recovery thereof by Action at Law, to be commenced and prosecuted in such Manner as in other Cases is in and by this Act directed.

If Company refuse to build Bridges, &c. the Owners may build the same.

CLXV. Provided always, and be it further enacted, That nothing herein contained shall be construed to authorize the said Company of Proprietors hereby incorporated to compel the said *Samuel Rhodes* and *Samuel Pullin* respectively to sell any greater Quantity of their said respective Estates than what shall be actually required for the making and forming of so much of the said intended Canal, Tunnel, Towing Paths, and Slopes thereof as shall be made and formed on the same Estates.

Company not to compel certain Persons to sell more of their Estates than requisite.

CLXVI. And whereas in making the said intended Canal and Collateral Cut, the said Company of Proprietors hereby incorporated may have Occasion to purchase and make use of certain Parts of the Lands or Grounds now vested in the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of *John Lyon* within the Town of *Harrow-on-the-Hill*, in the County of *Middlesex*, in Trust, for the Repairs of the Road leading from *Harrow* to *London*: And whereas the Gravel, Materials, or Soil that may be dug out by the said Company of Proprietors from the said Lands or Grounds, in making and forming the said intended Canal and Collateral Cut, may be of great Benefit

First Offer of Sale of Materials belonging to the Governors of Harrow School shall be made to them.

nefit and Advantage to the said Keepers and Governors for effectuating the Objects of such Trust, if the same were applied in repairing such Roads; be it therefore enacted, That the said Company of Proprietors hereby incorporated, before they shall sell or dispose of any Part of the said Gravel, Materials, or Soil of such Lands or Grounds as aforesaid, shall first offer to sell the same to the Keepers and Governors aforesaid, the Price at which the same shall be sold being adjusted and settled by a Jury, in like Manner as the Price for any Land to be taken in pursuance of this Act is herein-before directed to be settled in case of Difference or Dispute as to the Value thereof, such Jury not taking into Consideration the Expences occasioned to the said Company for digging, removing, or taking away such Gravel, Materials, or Soil, the Whole of such Expences being to be paid and borne by the said Company exclusively; and if the said Keepers and Governors shall not agree, or shall refuse to purchase the same, it shall and may be lawful to and for the said Company of Proprietors to sell and dispose of all or any Part of the said Gravel, Materials, or Soil to any other Person or Persons whomsoever.

Compensation to Governors of Harrow School shall be deferred until the Nature of the Materials is ascertained.

CLXVII. Provided also, and be it further enacted, That the Compensation to be made by the said Company of Proprietors hereby incorporated to the Governors and Keepers as aforesaid for all such Lands or Grounds as shall be so taken and made use of by the said Company for the Purpose of making and forming the said intended Canal and Collateral Cut, shall be deferred until the Nature of the Soil and Materials which shall be dug out of or from such Lands or Grounds by the said Company shall be ascertained, in order that the said Governors or Keepers may be guaranteed or rendered secure from paying any greater Sum or Sums of Money for such Gravel, Soil, and Materials, than the Sum or Sums of Money which the said Keepers and Governors shall have to receive of the said Company of Proprietors by way of Compensation for such Lands or Grounds: Provided nevertheless, that nothing herein contained shall extend or be deemed to extend to prejudice or prevent the said Keepers and Governors from receiving from the said Company of Proprietors the full Compensation for all such Lands or Grounds as shall be taken or used by them for the Purposes of this Act, deducting thereout the Value of all such Gravel, Materials, and Soil, as may be taken thereout as aforesaid.

No Steam Engine to be built on the Harrow School Estate.

CLXVIII. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend so as to enable the said Company of Proprietors hereby incorporated to erect and set up, or cause to be erected and set up, any Steam Engine whatsoever in or upon any of the Lands or Grounds belonging to the said Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of *John Lyon*, within the Town of *Harrow-on-the-Hill*, in the County of *Middlesex*.

Company on Request to arch over the Feeder passing through the Land belonging to the

CLXIX. And whereas the Governors of the Charity for the Relief of poor Widows and Children of Clergymen, commonly called *The Corporation of the Sons of the Clergy*, are Proprietors of certain Lands and Grounds at *Holloway*, in the said Parish of *Islington*, through which one of the Feeders or Aqueducts for supplying the said intended Canal with Water is by the said Map or Plan herein-before referred to proposed to be

cut and made; be it therefore enacted, That in case the said Governors, their Successors or Assigns, shall at any Time hereafter let the said Lands and Grounds, or any Part thereof, upon any Building Lease or Leases, then the said Company of Proprietors hereby incorporated shall, at their own Costs and Charges, upon the Request of the said Governors, their Successors or Assigns, to be signified in Writing from Time to Time, well and sufficiently, with good and proper Materials, and in a Workman-like Manner, cause the said Feeder or Aqueduct to be covered by One or more Bridge, Arch or Arches over the same, so far as the Lands or Grounds so to be let on any such Building Lease or Leases as aforesaid shall extend, and such Arch or Arches, and other Works for covering in the said Feeder, shall from Time to Time thereafter be supported, maintained, and kept in sufficient Repair by the said Company; provided that nothing herein contained shall oblige the said Company of Proprietors hereby incorporated to make any such Arch or Arches, or other Works for covering the said Feeder or Aqueduct, so far as the same shall run through the said last-mentioned Lands or Grounds, unless the Buildings which may hereafter be erected thereon shall be built or contracted to be built on the Line of the said proposed Feeder or Aqueduct, or within Twenty Yards thereof.

Corporation
of the Sons of
the Clergy.

CLXX. Provided always, That in case the said Company of Proprietors shall, under the Powers of this Act, purchase of the Governors of the Charity for the Relief of poor Widows and Children of Clergymen, commonly called *The Corporation of the Sons of the Clergy*, any Part of the Lands or Grounds of the said Corporation at *Holloway*, in the Parish of *Islington*, for the Purpose of making a Feeder or Aqueduct through the same, as proposed by the said Map or Plan herein-before referred to, and shall not within Ten Years from the passing of this Act, make and in all respects complete such Feeder, then and in such Case the said Company of Proprietors hereby incorporated shall, on the Request of the said Governors, their Successors or Assigns, to be signified under their Common Seal, re-convey and assure to them the Lands or Grounds which shall have been so purchased of them, upon Payment of the Purchase Money which shall have been paid or given for the same, or so much thereof as shall remain after satisfying such Damages as the said Governors may have sustained, or may be liable to sustain, by reason of the said Company of Proprietors having begun to cut through the said Lands for the Purpose of the said proposed Feeder, and left the same in an unfinished State, such Damages to be ascertained (if the Parties interested differ about the same) in the same Manner as other Damages are by this Act provided for.

Company to
re-convey
Land pur-
chased by
them of the
said Gover-
nors for the
Feeder, if
same shall
not be made
within Ten
Years.

CLXXI. And whereas it is intended that one of the Feeders for supplying the said intended Canal with Water shall pass through or across a certain Field or Close of Land called *Bluebarnfield*, situate in the Parish of *Saint Pancras* in the County of *Middlesex*, belonging to *John Heaton* Esquire, and now occupied by *Thomas Rhodes*; be it therefore enacted, That in case the said *John Heaton*, his Heirs or Assigns, shall at any Time hereafter let the said Field or Close of Land, or any Part thereof, upon any Building Lease or Leases, or enter into any Agreement or Agreements for that Purpose, then the said Company of Proprietors hereby incorporated shall at their own Costs and Charges, upon the Request of the said

Company to
arch over
Feeder in
certain Parts
of a Field of
J. Heaton,
Esquire.

[*Loc. & Per.*]

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John

John Heaton, his Heirs or Assigns, to be signified in Writing from Time to Time, well and sufficiently, with good and proper Materials, and in a Workmanlike Manner, cause the said Feeder to be arched or covered over with Brick, Stone, or Iron, so far as the said Field or Close shall be let or agreed to be let as aforesaid on any such Building Lease or Leases as aforesaid, and such Arch or Covering over the said Feeder shall from Time to Time thereafter be supported, maintained, and kept in Repair by the said Company; provided that nothing herein contained shall oblige the said Company of Proprietors hereby incorporated to make any such Arch or Covering over the said Feeder, except in such Parts thereof whereon Buildings shall be erected or agreed to be erected, on the Line thereof through the said Field or Close of Land: Provided also, that nothing herein contained shall be construed to prevent the said Company hereby incorporated, or their Agents, Servants, or Workmen, from having Access at all Times to the said Feeder for the Purpose of cleansing and repairing the same, or for examining the State and Condition thereof.

Compensation to be made for the Tithes of Lands and Premises belonging to Brazen Nose College, &c.

CLXXII. And whereas the Principal and Scholars of the King's Hall, and College of *Brazen Nose*, in the University of *Oxford*, and the Person or Persons entitled under them, are the present Owners of all the Tithes both Great and Small of the Lands intended to be taken and used for the Purposes of this Act, in the several Parishes of *Saint Dunstan Stebon Heath* otherwise *Stepney*, *Saint Anne*, and *Saint Matthew Bethnal Green*, in the County of *Middlesex*: And whereas by the making and using of the said Canal, Basin, and other Works hereby authorized to be made, the Lands which are intended to be taken and used for those Purposes, or some Parts thereof, will be rendered unproductive of Tithes, and it is expedient that proper Compensation should be made to the Owners of the said Tithes for the Time being in lieu thereof; be it therefore enacted, That in order to the making of such Compensation as aforesaid, the yearly Quantity of Three Pecks of good, clean, wholesome, marketable *English* Wheat of the best Sort, for each and every Acre of the Lands and Premises, for the Tithes of which such Compensation is hereby intended to be provided, and after that Rate for any greater or less Quantity than an Acre, shall be deemed and considered as equal in Value to and a full and adequate Compensation and Satisfaction for all the Tithes, both Great and Small, arising and payable upon or out of the same Lands and Premises, and the Sum of Thirteen Shillings *per* Bushel shall be considered and taken as and for the Average Price of such Wheat at the Corn Exchange in the City of *London*, during the Term of Fourteen Years next preceding the passing of this Act; and that there shall be paid and payable from Time to Time for ever to the said Principal and Scholars, and their Successors, or to the Person or Persons for the Time being duly entitled to receive the same under them, such respective yearly Rents or Sums of Money as shall be equal in Value to Three Pecks of such Wheat at such fixed Average Price as aforesaid, for each and every Acre of all such Tithable Lands and other Premises situated respectively in the aforesaid Parishes of *Saint Dunstan Stebon Heath* otherwise *Stepney*, *Saint Anne*, and *Saint Matthew Bethnal Green*, or either of them, or in any of the Tithable Places thereof respectively, and by this Act authorized to be purchased, as shall be taken, and for the Time being kept, occupied, and made use of in or for the Purposes of this Act;

and that the said respective yearly Rents or Sums of Money shall be issuing out of and charged and chargeable upon the Lands and Premises to be taken, kept, occupied, and made use of for the Purposes aforesaid, and shall be payable and paid by the said Company, with and out of the Tolls or Rates hereby granted or made payable by virtue of this Act, and which said respective yearly Rents or Sums of Money shall be and are hereby declared to be in lieu and full Compensation, Satisfaction, Bar, and Extinguishment of and for all Tithes and Portions of Tithes, both Great and Small, arising and payable upon or out of all the Lands and Premises whatsoever in the said Parishes or either of them, or in any of the Tithable Places thereof respectively, which shall be so taken, and for the Time being kept, occupied, and made use of as aforesaid, and for or in respect of which such yearly Rents or Sums shall be payable respectively, and the said respective yearly Rents or Sums of Money shall be payable and paid to the said Principal and Scholars, and their Successors, or to the Person or Persons for the Time being entitled to the same under them at the Parsonage House for the Time being of the said Parish of *Stebon Heath* otherwise *Stepney*, or at such other Place or Places within the said Parish as the same Principal and Scholars, or their Successors, or other Person or Persons, shall appoint, by equal Half-yearly Payments and Portions, upon the Twenty-fourth Day of *June* and the Twenty-fifth Day of *December* in every Year, for ever, clear of all Parochial Taxes, Rates, Dues, and Assessments whatsoever, the First Payment thereof to become due and be made upon the first of those Days which shall next happen after the Possession of such Lands and Premises respectively shall have been obtained by the said Company, for the Purposes aforesaid.

CLXXIII. Provided always, and be it further enacted, That it shall be lawful for the said Principal and Scholars, and their Successors, or to and for the Person or Persons to be for the Time being entitled under them as aforesaid, at any Time after the Expiration of Fourteen Years, to be computed from and next ensuing the Day so as aforesaid appointed for the First Payment of the said yearly Rents or Sums of Money, by Writing under their or his Hands or Hand, to apply to the Justices of the Peace at any General or Quarter Sessions to be holden for the said County of *Middlesex* (first giving Notice in Writing to the said Company Six Calendar Months at least before such Application of his or their Intention so to do) to have the Average Price of Wheat again enquired of and ascertained; and the said Justices of the Peace shall and may, and they are hereby required, at the same or at the next General or Quarter Sessions of the Peace to be holden for the said County, to enquire into and ascertain, by or from or by means of *The London Gazette*, so long as the Returns of the Average Price of Corn and Grain shall be published therein, and in case of no such Publication, then by such Ways or Means as they shall think equitable and proper, the Average Price of good marketable Wheat at the Corn Exchange in the City of *London*, for the Term of Fourteen Years next preceding such Application, and after such Average Price shall have been so ascertained and fixed, the Amount of all future Payments of the said respective yearly Rents or Sums of Money in lieu of Tithes, as herein mentioned, shall be equal to the Value of the respective proper Quantities of Wheat computed at the said Rate of Three Pecks *per* Acre, and according to the Average Price which shall have been last ascertained and fixed by the Court of General or Quarter Sessions, and so from Time to Time as often as any such Application shall be made as aforesaid, provided

Average
Prices of
Wheat may
be ascertain-
ed for the
Purpose of
making such
Compensa-
tion.

no such Application be made before the Expiration of Fourteen Years from the Time any such Average Price shall have been last ascertained and fixed in pursuance of this Act.

Remedy for recovering Compensation for Tithes.

CLXXIV. Provided always, and be it further enacted, That if Default shall be made in the Payment of the said yearly Rents or Sums of Money hereby made payable in lieu of Tithes as aforesaid, or of either of them, or any Part thereof respectively, for the Space of Twenty-one Days next after any of the respective Times hereby appointed for the Payment of the same, then and in every such Case the said Principal and Scholars, and their Successors, and the Person or Persons entitled to the same under them as aforesaid, shall and may have and exercise such and the same Powers and Remedies for recovering and receiving the said respective yearly Rents or Sums of Money, or any Part thereof respectively, together with all Costs and Charges which shall be occasioned by the Nonpayment of the same, as by Law are provided and given to Landlords for the Recovery of Fee Farm Rents or Rack Rents in arrear.

Lands to be purchased in the Parish of Saint Mary-le-bone to be rated at not less than 10% per Acre.

CLXXV. And be it further enacted, That the said Company of Proprietors hereby incorporated shall be deemed and taken to be the Occupiers of all such Lands situate in the said Parish of *Saint Mary-le-bone* which shall or may be purchased as aforesaid, and retained by them for all or any of the Purposes of this Act, and the said Company of Proprietors shall accordingly be rated and charged for and in respect of all such Lands as last aforesaid, upon which no Messuages or Tenements now are or hereafter shall be erected or built, to and for the Maintenance of the Poor, and such other Parochial Rates and Assessments to which such Lands in the said Parish of *Saint Mary-le-bone* now are or hereafter might have been liable in case the same had not been so purchased as aforesaid, at a Sum not less than Ten Pounds for every Acre of such Lands as last aforesaid; and so in proportion for any Quantity less than an Acre thereof, to be levied and recovered in like Manner as Rates and Assessments of a similar Nature within the said Parish of *Saint Mary-le-bone* now are or can or shall hereafter be levied or recovered; any thing herein contained to the contrary thereof in anywise notwithstanding.

Company not to build any Steam Engine in the Parish of Saint Mary-le-bone.

CLXXVI. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend so as to enable the said Company of Proprietors hereby incorporated to erect and set up, or cause to be erected and set up, any Steam Engine whatsoever in or upon any of the Lands or Grounds within the said Parish of *Saint Mary-le-bone*.

Stop or Pound Lock to be erected for regulating the Quantity of Water to be taken from the Grand Junction Canal.

CLXXVII. And whereas the said Canal and Collateral Cut to be made by virtue of this Act will partly be on a lower Level than the said Grand Junction Canal and navigable Cut therefrom to *Paddington* aforesaid, and in order to prevent any Water being drawn or taken out of or from the said Grand Junction Canal and navigable Cut therefrom into the said Canal intended to be made by virtue of this Act, be it further enacted, That before any Boat, Barge, or other Vessel shall be permitted to pass from the said Grand Junction Canal and navigable Cut therefrom into or upon the said Canal to be made by virtue of this Act, or from the said last-mentioned Canal into or upon the said Grand Junction Canal and navigable

navigable Cut therefrom, a Regulating Pound, or Stop Lock, shall be by and at the Expence, Costs, and Charges, of the Company of Proprietors hereby incorporated, erected and built, and for ever thereafter repaired and maintained on the said Canal, to be made by virtue of this Act, in a convenient Situation, within One hundred Yards of the said navigable Cut, in the said Parish of *Paddington*; the said Regulating Pound, or Stop Lock, to be made from Designs arranged and approved of by the Engineers for the Time being of the said respective Companies, and that the Water in the said Regulating Pound or Lock shall be at all Times at least Six Inches above the top Water of the said navigable Cut.

CLXXVIII. And be it further enacted, That the said Company of Proprietors hereby incorporated shall, and they are hereby required, within Three Calendar Months after the passing of this Act, to erect and build, and at all Times thereafter, at their own Expence, to keep in good Repair a House, at or near the said Regulating Pound or Stop Lock, for the Habitation of a Person to be from Time to Time appointed by the said Company of Proprietors of the Grand Junction Canal, with such Salary as is now or shall hereafter be paid by the said Company of Proprietors of the Grand Junction Canal, to the Persons usually employed by the said Company, in superintending their Locks, and the Amount of such Salary shall be paid by the said Company of Proprietors hereby incorporated, and such Person so to be appointed shall be resident in the said House, for the Purpose of superintending and managing the said Regulating Pound or Stop Lock, to prevent any Loss, Waste, or Misapplication of Water in passing the said Lock, and any such Person so appointed may be removed by the said Company of Proprietors of the Grand Junction Canal, at their Will and Pleasure, and another Person appointed by the said Company of Proprietors of the Grand Junction Canal in his Stead; and if at any Time or Times such Water in the said Regulating Pound or Stop Lock shall not be Six Inches at least higher than the top Water of the said Grand Junction Canal and navigable Cut therefrom, then no Boat, Barge, or other Vessel shall pass into the said Canal to be made by virtue of this Act, from the said Grand Junction Canal and navigable Cut, or into the said Grand Junction Canal and navigable Cut, from the said intended Canal, until the Water in the said Regulating Pound or Stop Lock shall be again raised to the Height of Six Inches at the least higher than the top Water of the said Grand Junction Canal and navigable Cut, without the Consent of the General Committee for the Time being of the said Company of Proprietors of the Grand Junction Canal.

CLXXIX. Provided always, and be it further enacted, That when the Water in the said navigable Cut, at *Paddington* aforesaid, shall flow over the Waste Weir thereof, in the said Parish of *Paddington*, or be within One Inch of the Surface of such Weir, then the said Company of Proprietors hereby incorporated shall not bring or suffer to be brought more Water into the said navigable Cut than shall be necessarily used for the passing of Boats, Barges, and other Vessels, through the said Regulating Pound or Stop Lock, without the Consent of the said Company of Proprietors of the Grand Junction Canal, in Writing, first had and obtained.

CLXXX. Provided always, and be it further enacted, That in case the said Company of Proprietors hereby incorporated shall not at all Times

[*Loc. & Per.*]

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and

Company to erect a House for the Person managing the Stop Lock.

Regulating the Quantity of Water to be introduced into the navigable Cut at *Paddington*.

Further Regulations as to Quantity of Water be-

tween the Grand Junction Canal Company and the Company hereby incorporated.

and in Manner directed by this Act, at their own Expence, provide the Quantity of Water required to be taken and used, from the highest Level of the said Canal, to be made by virtue of this Act, or in case the said Canal shall not have been completed to the River *Thames*, or having been completed, shall at any Time cease to be navigable for Boats, Barges, and other Vessels, along the whole Length thereof, to and into the River *Thames*, and until the said Canal shall be made and completed for Navigation as aforesaid, then and in every such Case the said Company of Proprietors of the Grand Junction Canal shall, and they are hereby empowered to stop and prevent any navigable Communication between the said navigable Cut and the said Canal to be made by virtue of this Act, until the said Company of Proprietors hereby incorporated shall have provided such Supply of Water, and shall have returned into the said navigable Cut a Quantity of Water equal at least to what shall have been lost or taken therefrom contrary to the Provisions of this Act, or shall have made the said Canal wholly navigable to the said River *Thames*.

Notto use any Land in Paddington belonging to the Grand Junction Canal Company.

CLXXXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company of Proprietors hereby incorporated to take or use any Lands, Tenements, or Hereditaments, situate and being in the Parish of *Paddington* aforesaid, wherein the said Company of Proprietors of the Grand Junction Canal have any Estate or Interest, without the Consent in Writing of the said Company of Proprietors of the Grand Junction Canal first had and obtained for that Purpose.

Penalty on wilfully letting off any Water, &c.

CLXXXII. Provided always, and be it further enacted, That in case the said Company of Proprietors hereby incorporated, or their Agent or Agents, or any Person or Persons acting by or under their or his Authority, shall knowingly or wilfully let off, or permit or suffer to be drawn or let off, at any Time or Times, any Water from the said navigable Cut at *Paddington* aforesaid, or shall alter the said Regulating Pound or Stop Lock, or other Device or Works to be erected by virtue of this Act, or do any other Act or Acts by which the Supply of Water in the said Grand Junction Canal and navigable Cut therefrom may be altered, diverted, or diminished, contrary to the Intent and Meaning of this Act, or shall wilfully obstruct or hinder, or prevent any Person or Persons to be appointed as aforesaid, by and on behalf of the said Company of Proprietors of the Grand Junction Canal by virtue of this Act for the Direction and Superintendance of the said Regulating Pound or Stop Lock, and other Works aforesaid, in the Execution of his or their respective Duties, then and in every such Case the said Company of Proprietors hereby incorporated shall for each and every such Offence forfeit and pay to the said Company of Proprietors of the Grand Junction Canal the Sum of Fifty Pounds, to be recovered by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

In case the Grand Junction Canal Company shall not be able to re-let the Wharfs at

CLXXXIII. And whereas the Company of Proprietors of the Grand Junction Canal are possessed of certain Wharfs adjoining their Canal at *Paddington*, and the actual Value of the said Wharfs is now considerably higher than the present Rents, and at the Expiration of the present existing Leases of the said Wharfs and Premises the Rents thereby reserved may admit of a considerable Increase, in case the said intended

Canal and Collateral Cut hereby authorized to be made, be not made; be it therefore further enacted, That in case the said Company of Proprietors of the Grand Junction Canal shall not at the Expiration, or other sooner Determination of the several and respective Terms granted by such Leases as aforesaid, be able to re-let the said Wharfs and Premises therein respectively comprized at Double the Amount of the Rents reserved for the same respectively by virtue of the present subsisting Leases thereof, then and in every such Case the Difference shall be forthwith ascertained, and the Amount of such Difference being fairly valued shall be thereupon paid by the said Company of Proprietors hereby incorporated, to the said Company of Proprietors of the Grand Junction Canal; and in case of any Difference or Dispute as to the Amount of such Difference, the same shall be ascertained by a Jury, to be from Time to Time summoned in Manner herein-before directed in Cases of Dispute, as to the Value of any Land to be taken in pursuance of this Act; and that in case Default shall be made by the said Company of Proprietors hereby incorporated, in the Payment of the Sum or Sums of Money to be from Time to Time settled and agreed upon or ascertained by the Verdict of a Jury as and for such Difference, or of any Part of such Sum or Sums of Money for the Space of Three Calendar Months after the same shall have been settled or awarded to be paid as aforesaid, then and in every such Case it shall be lawful for the said Company of Proprietors of the said Grand Junction Canal to sue for and recover the same respectively, by Action or Actions of Debt, or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Double Rent, the Company to make good the Deficiency.

CLXXXIV. And whereas the said Company of Proprietors of the Grand Junction Canal have granted several Leases of certain Wharfs and Warehouses near or adjoining to the said Canal, in the said Parish of *Paddington*, and also at *Bull's Bridge*, in the Precinct of *Norwood*, in the Parish of *Hayes*, in the said County of *Middlesex*, to divers Persons; be it therefore enacted, That if any of the said Wharfingers or other Persons so entitled to any such Leases as aforesaid shall at any Time after the End of Two Years after the passing of this Act, and before the Expiration of Three Years, be minded and desirous of disposing of the same with the several Houses and Buildings erected thereon, and shall give Twenty-one Days Notice in Writing of such their Mind and Desire, to be delivered to the Clerk of the said Company of Proprietors hereby incorporated, or left at his last or most usual Place of Abode, then and in such Case the said Company of Proprietors hereby incorporated shall and will forthwith purchase of each and every such Wharfinger or other Person so entitled as aforesaid, and giving such Notice as aforesaid, all his, her, or their then Estate, Term, and Interest in the Wharfs and Premises comprized in each and every such Lease, at such Price or Prices, or Sum or Sums of Money as the same would have been then worth to be sold, in case the said Canal and Works hereby authorized had not been directed to be made; and in case of any Difference or Dispute as to the Amount of such Price or Sum of Money, the same shall be ascertained by a Jury, to be from Time to Time summoned in Manner herein-before directed, in Cases of Dispute as to the Value of any Land to be taken in pursuance of this Act; and that in case Default shall be made by the said Company of Proprietors hereby incorporated, in the Payment of the Sum or Sums of Money to be from Time to Time settled and agreed upon, or ascertained by the Verdict of a Jury, as and for such Price or Sum of Money as aforesaid, or of any Part of such Sum or Sums of Money for

If Wharfingers at *Paddington* and *Bull's Bridge* shall be desirous to sell the Leases of their Wharfs, Company to buy them.

for the Space of Three Calendar Months after the same shall have been settled or awarded to be paid as aforesaid, then and in every such Case it shall be lawful for such Wharfinger or other Person or Persons to whom such Sum or Sums of Money ought to be paid, to sue for and recover the same respectively, by Action or Actions of Debt, or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Saving the Rights of the Grand Junction Water Works Company generally.

CLXXXV. Whereas by an Act made and passed in the Fifty-first Year of the present Reign, intituled *An Act for confirming certain Articles of Agreement entered into between the Company of Proprietors of the Grand Junction Canal and certain Persons for supplying with Water the Inhabitants of the Parish of Paddington, and the Parishes and Streets adjacent, in the County of Middlesex*; the said Persons by the now reciting Act incorporated into a Company called the Grand Junction Water Works Company, were authorized to supply with good and wholesome Water from and out of the Grand Junction Canal, Cuts, and Reservoirs, the Parishes and Streets therein mentioned: And whereas the said Grand Junction Water Works Company have laid out and expended, and are now laying out and expending very large Sums of Money in the erecting and completing Works for such Supply of Water as aforesaid; be it therefore further enacted, That nothing in this Act contained shall be construed or taken to hinder or obstruct the said Grand Junction Water Works Company, their Successors or Assigns, from holding, using, exercising, or enjoying all such Right, Title, Estate, Interest, Powers, Privileges, and Advantages whatsoever, which the said Grand Junction Water Works Company now lawfully have and claim, and which the said Grand Junction Water Works Company, and their Successors and Assigns, at any Time hereafter might, could, or ought lawfully to have held, claimed, exercised, or enjoyed if this Act had not been made,

To make Stop Lock Westward of the Edgware Road.

CLXXXVI. Provided always, and be it further enacted, That the said Regulating Pound or Stop Lock, herein-before required to be erected and built, shall not be erected and built at any other Part of the said Regent's Canal than Westward of the *Edgware Road*, in the Parish of *Paddington*, in the said County of *Middlesex*; and that the said Company hereby incorporated shall and will at all Times fill, or cause to be filled, such Regulating Pound or Stop Lock as aforesaid (when made) with Water, immediately from the Feeder issuing out of the Reservoir to be made by the said Company of Proprietors hereby incorporated, at or near to *Finchley*, in the said County of *Middlesex*, or from the River *Thames*, so that none of the Water to be introduced into such Regulating Pound or Stop Lock as aforesaid shall have previously entered the said Regent's Canal, and that so long as the said Regulating Pound or Stop Lock shall remain on the said Regent's Canal, the said Company hereby incorporated shall not at any Time alter or vary the Position of the same as last herein-before described and directed.

Lawful for the Grand Junction Water Works Company to inspect the Works, &c. of the Stop Lock.

CLXXXVII. Provided also, and be it further enacted, That it shall and may be lawful for the said Grand Junction Water Works Company, and their Successors and Assigns, and for their Engineer or Engineers (for the Time being), Servants, Workmen, and others, at all seasonable Times, to examine the said Regulating Pound or Stop Lock, and the Pipes, Engines, and Works immediately connected therewith, for the Purpose of seeing that none of the Water introduced from the said Feeder or Head
Way,

Way, into such Regulating Pound or Stop Lock as aforesaid, shall have previously entered the said Regent's Canal.

CLXXXVIII. Provided always, and be it further enacted, That nothing herein contained shall authorize or empower the said Company of Proprietors hereby incorporated to erect or build any Engine or other Machine, or to make any Reservoir or Reservoirs on any Part of the Land belonging to the Governor and Company of *Chelsea* Water Works, without their previous Consent in Writing first had and obtained, or by means of Pipes to supply any of the Inhabitants, in the Line of the said Head Way to the Canal, with Water which shall be conveyed or procured from the River *Thames*, by the said Company of Proprietors: Provided nevertheless, that it shall and may be lawful to and for the said Company of Proprietors to make or cause to be made one or more Tunnel or Tunnels through, under, and along the Ground or Land of or belonging to the said Governor and Company, for the Conveyance of Water from the River *Thames* to the said Canal or Collateral Cut, upon Condition nevertheless, that such Tunnel or Tunnels be not made within the Space of Two Feet from the Surface of the Ground, and that the same be arched over with good and sound Materials, and covered in at the Expence of the said Company of Proprietors, as soon as may be after the same shall be dug under the Direction and to the good liking of the Engineer or Surveyor for the Time being of the said Governor and Company; and that the said Company of Proprietors shall give to the said Governor and Company, or their Clerk for the Time being, Fourteen Days previous Notice at the least in Writing of their Intention to dig into, through, or upon the Ground of or belonging to the said Governor and Company, for the Purpose of making any such Tunnel or Tunnels for the Purposes aforesaid.

Company not to erect any Engine on the Lands of the *Chelsea* Water Works Company without Consent.

CLXXXIX. 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* Water Works, their Successors and Assigns, from holding, using, exercising, and enjoying all such Right, Title, and Estate, Interest, Powers, Privileges, and Advantages whatsoever, which the said Company of Proprietors of the *East London* Water Works now lawfully have and may claim, or which they or their Assigns at any Time hereafter may, can, or ought lawfully to have, hold, claim, use, exercise, or enjoy, by force and virtue of any Act or Acts of Parliament heretofore made, or by any other lawful Ways or Means whatsoever, save and except as far as the Company hereby incorporated are enabled to purchase Lands, Tenements, or Hereditaments, for the Purposes of this Act; any thing herein contained to the contrary thereof in anywise notwithstanding.

Saving the Rights of the Company of Proprietors of the *East London* Water Works.

CXC. Provided always, and be it further enacted, That wherever the said Canal and Collateral Cut, or either of them, shall cross or intersect the Roads, Highways, Footways, Streets, Lanes, Passages, or public Places within, adjacent, or near to the Parishes, Townships, Hamlets, and Places, or any or either of them, where any of the Aqueducts, Mains, or Service Pipes of the said Company of Proprietors of the *East London* Water Works shall have been sunk or laid for the Purpose of supplying the Manufactories and Inhabitants thereof with Water, the said Company of Proprietors hereby incorporated shall and they are hereby required, at their own proper Costs and Charges, to erect or cause to be erected,

Bridges to be erected by the Canal Company when Water Pipes crossed and the Pipes covered over.

[*Loc. & Per.*]

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and

and for ever afterwards kept in sufficient Repair, good and substantial Stone, Brick, or Iron Bridges, with at least Three Feet in Depth of solid Soil or Gravel thereon above the Stone, Brick, or Iron Work thereof, in such Part or Parts of the said Bridge or Bridges as shall be requisite, so as that the Aqueducts, Mains, and Service Pipes of the said Company of Proprietors of the *East London Water Works* so crossed or intersected may be carried or laid over, along, or across such Bridge or Bridges, and the same covered with a sufficient Depth of Gravel or Soil, in order to their being secured from Injury by Waggons, Carts, or other heavy Carriages passing upon or over such Bridge or Bridges, or the Effects of Frost or other Accidents.

All Alterations to be at the Expence of the Canal Company, &c.

CXCI. Provided always, and be it further enacted, That all curved Aqueducts, Mains, and Service Pipes, which shall or may be requisite to correspond with the Curvature of the Road upon such Bridge or Bridges, and leading to or from the same, and the joining the same to the Aqueducts, Mains, and Service Pipes of the Company of Proprietors of the *East London Water Works*, and every Part of the Works which shall be occasioned by reason of the disturbing or altering of such Aqueducts, Mains, or Service Pipes, or the carrying the same across the said Canal in manner aforesaid, shall be found and provided, done and executed at the Expence, Costs, and Charges of the same Company of Proprietors hereby incorporated, and that the same shall be so joined and provided, done and executed, under the Direction and to the Satisfaction of the Engineer for the Time being of the said Company of Proprietors of the *East London Water Works*.

Canal Company not to disturb Water Pipes until Bridges, &c. completed.

CXCII. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors hereby incorporated, their Successors or Assigns, or their Agents, Workmen, or others, to cut through or open the Aqueducts, Mains, and Service Pipes of the said Company of Proprietors of the *East London Water Works*, or any of them, or by any Means to impede the Water passing through the same, until the Bridge or Bridges, and Soil or Gravel thereon, hereby directed to be made and provided, shall be in a fit State to receive good and sufficient Aqueducts, Mains, and Service Pipes, and the same shall be laid over, along, or across the said Bridge or Bridges ready to be laid and joined to the Aqueducts, Mains, and Service Pipes of the said Company of Proprietors of the *East London Water Works*, at the lower End or Extremity of the Slope on each Side of the said Bridge or Bridges, where the Height of the Road shall begin to be raised for the Purpose of being carried over such Bridge or Bridges.

Company not to make use of any Stream, &c. belonging to the Dean and Chapter of Westminster.

CXCIII. Provided always, and be it enacted, That nothing herein contained shall extend or be construed to extend so as to enable the said Company of Proprietors hereby incorporated to take, make use of, divert, meddle, or interfere with any Brooks, Springs, Streams, Water, or Watercourses flowing, arising, or coming from or towards *Bayswater*, in the Parish of *Paddington* aforesaid, or into or through *Hyde Park*, in the County of *Middlesex*, or any other Brooks, Springs, Streams, Waters, or Watercourses whatsoever flowing or arising in *Hyde Park*, or in any Place or Places near or adjoining to the said Canal and Head Way,

or

or either of them, hereby directed to be made, so as in anywise to prejudice, interfere with, or affect the ancient Conduit situate in *Hyde Park* aforesaid, belonging to the Dean and Chapter of the Collegiate Church of *Saint Peter's Westminster*, or the Course thereof, or the Supply of Water now or heretofore had and obtained from the same, or so as to enable the same Company of Proprietors to do or cause to be done any other Act, Matter, or Thing whatsoever to obstruct, prevent, or prejudice the Supply of Water, now or heretofore received by the said Dean and Chapter, from or through such ancient Conduit as aforesaid.

CXCIV. Provided always, and be it further enacted, That in case the said Company of Proprietors hereby incorporated shall find it necessary to raise, sink, or in anywise alter the Position of any of the Pipes or Plugs belonging to the said Dean and Chapter of the Cathedral Church of *Saint Peter's Westminster*, by or through which the Course of the Water to or from the said ancient Conduit of the said Dean and Chapter is preserved and maintained, then and in such Case the said Company of Proprietors shall and they are hereby required, at their own proper Costs and Charges, to alter, change, and carry the same Pipes and Plugs, and the Course of the said Conduit, in such a Direction as that the same may not be injured by the Head Way of the said Canal hereby empowered to be made, and so as to preserve a Communication of the Course of the said Conduit across, through, under, or over the said Head Way; and the said Company of Proprietors shall in that Case, at their like Costs and Charges, from thenceforth for ever thereafter support, maintain, and keep in Repair the said Pipes and Plugs, the Position whereof shall be so altered as aforesaid, in such Manner as the same have been heretofore supported, maintained, and kept in Repair, so as to afford an equal Supply of Water, at least as is now or usually hath been had or procured from the same; and that if the said Company of Proprietors shall not alter, change, and carry the said Conduit in the Direction herein-before prescribed, or when altered and changed shall not, after Seven Days Notice, support, maintain, and keep the same in Repair in the Manner herein-before directed, then and in either of the said Cases it shall be lawful for the Dean and Chapter, and their Successors, or their Surveyor or Agent, with or without Workmen, in their or his Company, to enter into and upon any convenient Part or Parts of the Lands, Grounds, and Hereditaments of the said Company of Proprietors, and then and there to make, effect, construct, and build all such Tunnels, Archways, Aqueducts, Pipes, and Channels, and all such other Works, Matters, and Conveniences as the said Dean and Chapter, or their Successors, Surveyor or Agent, shall deem necessary or proper for laying and carrying the said Conduit and Conduit Pipes in the Direction herein-before prescribed, and for supporting, maintaining, and keeping the same in Repair when and as often as Occasion shall require; and that all Costs, Charges, and Expences attending such Works, Matters, and Things, and all Damages or Injury which shall have been sustained by the said Dean and Chapter or their Successors by reason of any such Failure, Neglect, or Default on the Part of the said Company of Proprietors, as lastly herein-before is expressed, shall be paid and made good by them to the said Dean and Chapter or their Successors; and that in case the said Company shall refuse or neglect to pay, satisfy, and make good such Costs, Charges, Expences, Damage, or Injury as aforesaid, for the Space of Six Calendar Months

Company to pay all Costs, &c. for altering the Position of Pipes, &c. belonging to the Dean and Chapter of Westminster.

Months after Demand thereof made upon the said Company of Proprietors, or upon their Clerk, such Costs, Charges, and Expences, and the Amount of such Damage or Injury, shall and may be recovered, and levied in such Manner as any other Money is by this Act directed to be recovered from the said Company.

Company to make good all Damages done by them to the public Roads.

CXCV. And be it further enacted, That the said Company of Proprietors hereby incorporated shall and will, at their own Costs and Charges, and with all convenient Speed, and with the least possible Inconvenience to the Public, make good, reinstate, and fully repair, amend, and put into good and perfect Condition all, so much, and such Part and Parts of any Turnpike Roads, or other public Roads or Highways, as they the said Company, or their Engineer, Workmen, or others, by or under their Authority, Command, or Direction, or by the Authority of this present Act, shall break up, disturb, or in anywise affect in the carrying any Tunnel, Head Way, Feeder, Pipes, or any other Work or Works of their intended Canal, through, under, over, or along any Part of such Turnpike Roads, or other public Roads or Highways; and if at any Time or Times hereafter it shall become necessary to add to, alter, or repair the Pipes, Drains, Feeders, or any other of the Works of or belonging to the said Company, on or under the said Turnpike Roads, or other public Roads or Highways; or if, from Accident or otherwise, any Obstruction or Injury shall be occasioned by the said Company to the Road or Roads aforesaid, by any Addition, Alteration, or Repair of any of the Works belonging to the said Company, such Additions, Alterations, or Repairs, shall be made and done, and such Obstructions removed, and such Injury made good, and such Part or Parts of the Road or Roads aforesaid put into good and perfect Condition, by and at the Costs and Charges of the said Company, and with the least possible Inconvenience to the Public; and that the said Company shall and will, at their like Costs and Charges, defray, reimburse, and make good to the Trustees of such Turnpike Roads, and the Surveyors of other public Roads or Highways, all Loss, Costs, Charges, Damages, and Expences which they the said Trustees, or the Surveyors, shall or may by any means bear, pay, suffer, or be put unto for or by reason or means of the said Company, or their Engineer, Workmen, or others, under the Authority aforesaid, so breaking up, disturbing, or anywise affecting the Road or Roads aforesaid; and in Cases of Emergency or Neglect on the Part of the said Company to make good, reinstate, repair, amend, and put into good and perfect Condition such Turnpike and other public Roads or Highways, all such Repairs, Obstructions, and Injuries, shall be done, removed, and made good by the Trustees or Surveyors of such Road or Roads aforesaid respectively, or the Surveyors of such Trustees; and all reasonable Charges and Expences attending the same shall be paid and reimbursed by the said Company within One Month after such Charges and Expences shall be demanded; and in default thereof the same shall be recovered by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Company to make Bridges where they cross any Turnpike Roads.

CXCVI. Provided always, and be it further enacted, That where the said Company of Proprietors hereby incorporated shall make the said Canal or Collateral Cut, or any Trench or Watercourse belonging to the same, in or across any Turnpike Roads, the said Company shall, at their own Costs and Charges, make, set up, and erect, and from Time to Time maintain

maintain and support a good and sufficient Bridge of Brick, Stone, or Iron, at least Thirty Feet wide, across the said Canal or Collateral Cut, or any Trench or Watercourse belonging to the same, and shall at their own Expence make good the Road on each Side and over such Bridge with good and proper Materials, and of such an Acclivity as the Trustees of such Turnpike Roads shall direct and appoint; and if the said Company of Proprietors shall neglect or refuse to make good the Road on the Side or Sides of any such Bridge or Bridges in Manner aforesaid, or to repair any such Bridge or Bridges by the Space of Fourteen Days after Notice in Writing by Five or more of such Trustees, it shall and may be lawful for the Surveyor or Surveyors of such Turnpike Roads to cause the same to be done, and the Expences thereof shall thereupon be paid to such Surveyor or Surveyors, or to the Treasurer to such Trustees by the said Company, and in default thereof the same shall be recovered by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXCVII. Provided always, and be it further enacted, That if the said Company of Proprietors hereby incorporated, or any of their Servants or Workmen, or other Persons employed by them, shall at any Time or Times hereafter cut, turn up, or prostrate, or in any other Way destroy, injure, or damage any of the private Roads, Ways, or Paths whatsoever, or the Posts, Rails, and other Fences belonging to the same, that then and in every such Case it shall and may be lawful for the Surveyors or Overseers of the Highways, Commissioners of the Pavements, and all and every other Persons who are by Law empowered, in the several Districts where such Destruction or Damage may occur, to restore, repair, and amend the same, and that the Expence, Costs, and Charges attending the same shall be paid to the several Parties who shall have borne and incurred the same by the said Company of Proprietors; and also, that the said Company of Proprietors shall from Time to Time and at all Times hereafter, when the same shall be necessary, well and sufficiently repair, amend, maintain, and keep in good Repair and Condition all and every the new Roads and Ways which the said Company shall, in pursuance of the Powers and Authorities herein contained, open and make, or cause to be opened and made, in pursuance of the Powers of this Act; and if such new Roads and Ways, or any of them, shall at any Time or Times hereafter become out of Repair, so that any Presentment or Indictment of or respecting the same shall be made, or whereby the Inhabitants of any Hamlet or Place shall or may be put to any Expence in or about defending such Presentment or Indictment, or by means of any Judgment to be pronounced thereon, or in anywise relating thereto, then the said Company, upon Notice of such Expence, to be given by the Surveyors of the Highways, or of the Vestry, or Directors, Trustees, or Guardians of the Poor of any such Parish or Place for the Time being, to the Treasurer or Clerk of the said Company, shall forthwith pay all such Sum and Sums of Money to the said Overseers, Surveyors, Vestry, or Directors, Trustees, or Guardians for the Use of the Poor of such Parish, Hamlet, or Place respectively; and the Receipt or other Acknowledgment of such Overseers or Surveyors, or the Clerks of such Vestry, Directors, Trustees, or Guardians, shall be a full and sufficient Acquittance to the said Company to all Intents and Purposes whatsoever, and against all Persons whomsoever; and if any or either of the Sums of Money herein-before mentioned shall not be paid within Ten Days next after Notice and Demand thereof from

Company to pay all Damages done by them to private Roads.

the Clerk or Treasurer of the said Company, by the Parties respectively entitled to receive the same, or their Clerks or Agents, then that every such Sum and Sums of Money shall be recovered from the said Company by Action of Debt, to be brought in any of His Majesty's Courts of Record at *Westminster*.

Company
not to cut
through the
Commercial
Road until
Notice given
the Surveyor,
&c.

CXCVIII. And whereas the said Canal and Works authorized to be made and maintained in and by this Act are intended to be made and pass across and through a certain Road called *The Commercial Road*, authorized to be made and maintained by the Trustees acting under and by virtue of a certain Act passed in the Forty-second Year of the Reign of His present Majesty, intituled *An Act for making and maintaining, and for watching, lighting, and watering a Road from the West India Docks, in the Isle of Dogs, to communicate with a Street called Church Lane or Church Street, Whitechapel, and for making and maintaining a Branch of Road therefrom; to communicate with Queen Street, in the Parish of Saint Anne, all in the County of Middlesex; for opening, widening, and improving certain Streets and Passages therein mentioned; for more effectually amending and keeping in Repair a Road from Ratcliffe Highway through Cannon Street, in the County of Middlesex, into the Road leading into the County of Essex, and also from the West End of Brook Street into Cable Street, and from Upper Shadwell Street into the Back Lane, in the said County of Middlesex:* And whereas it is expedient that Provision should be made for the Security and Protection of the said Road from any Injury or Damage which may arise in the Execution of this Act, be it therefore further enacted, That before the said Canal or other Works shall be begun to be made, or cut through the said *Commercial Road*, or any Part thereof, Seven Days previous Notice thereof in Writing shall be given to the Surveyor or Clerk to the said Trustees; and that in making, digging, or cutting the said Canal or other Works, the regular and ordinary Passage over the said last-mentioned Road shall not be obstructed more than the Formation of the said Canal and other Works shall render absolutely necessary; and that from Time to Time, and at all Times while the said Works shall be carried on, a sufficient Part of the said Road shall be left open and free for the Passage of Two Carriages at a Time at the least over the same; and the said Works shall be fenced off, and guarded and lighted by and at the Costs and Charges of the said Company of Proprietors hereby incorporated; and further, that the present Level of the said Road shall not, nor shall any Part thereof, be raised or heightened, but the said Canal and other Works shall be made to pass under the present Surface thereof; and the said Company of Proprietors shall and they are hereby required, at their own Costs and Charges, and under the Inspection and to the Satisfaction of the Surveyor to the said Trustees for the Time being, to make and for ever afterwards to maintain and keep in good and sufficient Repair a Brick or other good and sufficient Arch over the said Canal and other Works, of such Size and Dimensions that the Roadway over the same may be continued of the same Width and Extent as the same now is; and the said Company of Proprietors are hereby required, at their like Costs and Charges, to make and complete the said Road accordingly; and further, that no Part of the Earth or other Materials to be dug or excavated from the said Canal, Basin, or other Works, shall or may be deposited upon the said Road, or the Sides thereof, without the Licence and Consent of the said Trustees in Writing for that Purpose first had and obtained, any thing

in this Act contained to the contrary thereof in anywise notwithstanding; and that the Towing Path to the said Canal shall be made to pass under the said *Commercial Road*.

CXCIX. And whereas a certain Part of the Lands and Hereditaments in the Schedule of this Act contained, held by the Corporation of the City of *London*, or their Tenants, has been lately purchased by, and the same is now vested in the Trustees acting under and by virtue of the said Act passed in the Forty-second Year of the Reign of His present Majesty, and the same may be required for the Purposes of the said last-mentioned Act; be it therefore enacted, That no Part of the said Land so purchased by or vested in the said Trustees as aforesaid shall be purchased, taken, or made use of for any of the Purposes of this Act, unless the Consent in Writing of the said Trustees or any Three or more of them hath been or shall be hereafter given for that Purpose.

Prohibiting the taking the Land vested in Commercial Road Trustees without Assent.

CC. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize and empower the said Company of Proprietors, or their Committee, or any Person or Persons acting under their Authority, to make or open any Road or Communication from *Queen Street* into the said Road authorized to be made and maintained under and by virtue of the said Act passed in the Forty-second Year of the Reign of His present Majesty, and thereby called *The Commercial Road*, without the Consent in Writing of the said Trustees or any Three or more of them at a Meeting to be held for that Purpose under the said last-mentioned Act.

For preventing Roads being made from Queen Street to the Commercial Road.

CCI. And whereas the Canal hereby directed to be made is intended to pass over and across the public Highway called *The Middlesex and Essex Turnpike Road*, at or near to a Place called *The New Grove Road*, in the Hamlet of *Mile End Old Town*, in the Parish of *Saint Dunstan, Stepney*, in the County of *Middlesex*, and upon and over which said Road it will therefore be necessary to erect a Bridge or Bridges for the Use of all Persons with Horses and Carriages, and also an elevated Footpath at each Side of the Carriage Way over such Bridge, for the Use of all Foot Passengers; be it therefore enacted, That the said Company of Proprietors shall, within Six Months after first breaking up any Part of the said Highway, and they are hereby authorized and required at their own Expence, to cause a good and sufficient Bridge or Bridges of the Breadth of Seventy-four Feet from Battlement to Battlement, to be made, built, and constructed of Iron, Brick, or Stone, over the said Canal, to the Satisfaction of the said Trustees or their Surveyor (with a proper Ascent to and Descent from such Bridge or Bridges, which shall not exceed a Slope or Elevation of more than in the Proportion of One Foot vertical to Forty Feet horizontal), wherever the said Canal shall cross such Turnpike Road, for the Use of all Persons with Horses and Carriages to pass and repass thereon, and also at their own Expence to cause a good and sufficient Foot Bridge or Foot Path of the Breadth of Six Feet to be elevated above the Road, and properly guarded with Stones, to be made and constructed at and upon each Side of such Carriage Bridge; and the said Company of Proprietors shall not make the said Canal, or any Aqueduct, Trench, or Watercourse belonging to the same, or begin to erect or build such Carriage Bridge or Foot Bridge, or any or either of them, in or across such public Highway,

For Protection of the Middlesex and Essex Turnpike Road.

way, Turnpike Road, Bridleway, or Foot Paths, so as to interrupt the passing of Horses, Carriages, or Passengers along the same, until they shall at their own proper Costs and Charges have made and perfected such temporary Bridge or Bridges, Passage or Passages, Foot Bridge or Foot Paths, over, across, or by the Side of the same Highway, of such Dimensions and in such Manner as the Trustees of the said Turnpike Road, or any Five or more of them, shall at any Meeting and from Time to Time judge necessary and appoint; and all such permanent and temporary Bridges, together with the Ascent to and Descent from the same, for the Space of Three hundred Feet from each End of the said Bridges, and the Foot Paths, and other Works and Conveniences so to be made as aforesaid, the said Company of Proprietors shall and they are hereby authorized and required from Time to Time and at all Times thereafter to support, maintain, and keep in good and sufficient Repair and Amendment; and in case the said Company of Proprietors or their Agents shall, at any Time within such Period of Six Months as aforesaid, refuse or neglect to begin to make such permanent and temporary Bridges, Foot Paths, and other Works and Conveniences herein-before directed to be made, erected, and set up as aforesaid, and of such Dimensions and in such Manner as aforesaid, for the Space of Ten Days next after they shall be thereunto required by the said Trustees, or their Treasurer, Clerk, or Surveyor, by Writing under his or their Hands, to be given to or left with any one of the said Company of Proprietors, or with their Clerk for the Time being, and to proceed therein with all reasonable Dispatch, or from Time to Time and at all Times thereafter to support, sustain, maintain, and keep in good and sufficient Repair and Amendment, all such permanent and temporary Bridges, Foot Paths, and other Works and Conveniences for the Space of Ten Days next after Notice shall have been given to or left with any one of the said Company of Proprietors, or with their Clerk for the Time being as aforesaid, or shall neglect to commence such Reparations, and to proceed therein with all reasonable Dispatch; that then in every and any of the Cases aforesaid it shall and may be lawful, and the Trustees of the said Turnpike Road for the Time being are hereby authorized and required, to make, erect, construct, build, rebuild, amend, support, and repair the same, and all and every of them from Time to Time, and at all Times hereafter, and to deliver an Account in Writing of the Costs and Charges thereof and the Expences attending the same, to such Company of Proprietors, or to any one of them, or to their Clerk for the Time being, and which the said Company of Proprietors are hereby required, within the Space of One Calendar Month next after such Account in Writing shall have been so delivered to them, or any one of them, or to their Clerk as aforesaid, to pay to the Treasurer or Clerk of the said Turnpike Road, and in default thereof the same shall be recovered by Action of Debt in any of His Majesty's Courts of Record at *Westminster* against the said Company of Proprietors or any one of them, or against their Treasurer or Clerk for the Time being.

Company to repair Approaches to the Bridge across the Middlesex Turnpike Road.

CCII. And whereas by the Acts of Parliament made for repairing the said last-mentioned Turnpike Road, it is enacted, that the Owners or Persons liable to repair certain Bridges therein described shall also repair the Ground or Road over every of such Bridges, and to the Extent of Three hundred Feet at each End thereof; be it further enacted, That the said Company of Proprietors shall and they are hereby authorized and required

quired, at their own proper Costs and Charges, to cause the said Turnpike Road to be well and sufficiently heightened and raised, with a proper Ascent not exceeding the Proportion of Slope or Elevation as aforesaid, to the Bridge or Bridges herein-before provided to be built and constructed as aforesaid; and also from Time to Time, and at all Times thereafter, to support, maintain, and keep in good, sufficient, and substantial Repair and Amendment, the said Turnpike Road, upon and over such Bridge or Bridges, and to the Extent of Three hundred Feet at each End of such Bridge or Bridges, and also to alter, make, construct, and keep in Repair and Amendment all needful and necessary Sewers, Drains, and Watercourses upon the Whole of such Extent of Road, and in Default of such Company of Proprietors so well, sufficiently, and substantially heightening, raising, amending, and keeping in Repair such Road for all the said respective Distances, and all necessary Sewers, Drains, and Watercourses, that it shall and may be lawful to and for the said Trustees, after Notice given, from Time to Time and at all Times thereafter to alter, make, amend, and repair the same, and to recover all or any Sum or Sums of Money laid out thereupon, and all Costs and Charges attending the same, in the Manner herein-before directed and authorized, touching and concerning the said Bridge or Bridges.

CCIII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend, to enable the said Company of Proprietors hereby incorporated, or their Agents or Servants, to deposit on any of the Roads under the Controul or Jurisdiction of the Trustees of the Turnpike Roads leading to *Highgate Gatehouse* and *Hampstead*, or upon any Wastes adjoining any of the said Roads, within Fifteen Yards of the Sides of such Roads, any Materials for making, altering, or repairing the said Canal or Collateral Cut, or any of the Works of or belonging to the said Navigation or Undertaking, or any Earth, Clay, Soil, or any other Matters or Things which may be dug or got in making the said Canal or Collateral Cut, Reservoirs, Feeders, Aqueducts, or other Works.

CCIV. And whereas the Tunnel or Feeder authorized to be made and maintained under and by virtue of this Act is intended to be made and pass under the Road authorized to be made and maintained under and by virtue of a certain Act passed in the Fifty-first Year of the Reign of His present Majesty, intituled *An Act for making a Public Carriage Road from Kentish Town to Upper Holloway in the County of Middlesex*, and it is expedient that Provision should be made for the Security of the said Road; be it therefore enacted, That no Part of the said intended Tunnel, Feeder, or other Works of the said Company of Proprietors hereby incorporated shall be made under or through any Part of the said Road, or from Time to Time after the same shall be so made, shall be repaired, until Notice thereof in Writing shall be given to the Engineer or Surveyor appointed or to be appointed by the Trustees acting under or by virtue of the said Act, or to the Clerk of the said Trustees, for the Time being, and that the said Tunnel or Feeder and other Works, so far as the same may affect the said Road, shall be made and from Time to Time for ever afterwards be maintained and kept in Repair by and at the Costs and Charges of the said Company of Proprietors, in a good, substantial, and workmanlike Manner, and under the Inspection and to the Satisfaction of the Surveyor or Engineer to the said Trustees; and in such Manner that the Traffic upon the said Road shall not be obstructed, any further than shall be absolutely

[*Loc. & Per.*]

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necessary

Company not to deposit on the Roads under the Controul of the Trustees of Highgate &c. any Materials, &c.

Feeder, &c. not to be made through Kentish Town Road until after Notice, &c.

necessary in the Construction and Repairs of the said Works; and that in case in the making or repairing of the said Tunnel, Feeder, or other Works, any Part of the Surface of the said Road shall be broken through, damaged, or destroyed, the same shall forthwith be restored to its former State and Condition, by and at the Costs and Charges of the said Company of Proprietors, under the Inspection and to the Satisfaction of the Surveyor or Engineer to the said Trustees.

Company not to cut through any public Road in the Parish of St. Anne Limehouse without first giving Notice.

CCV. And whereas the said Canal and other Works authorized to be made and maintained under and by virtue of this Act will cross certain Roads and Highways in the Parish of *Saint Anne* commonly called *Saint Anne Limehouse*, in the said County of *Middlesex*, and it is expedient that certain Provisions should be made in this Act for the Security and Protection of the said Roads and Highways, and of the Inhabitants of the said Parish; be it therefore enacted, That before the said Canal and other Works shall be begun to be cut or made through any Road or Highway in the said Parish, Seven Days previous Notice in Writing shall be given thereof to the Surveyor or Superintendant of the Highways in the said Parish, and that in the making, digging, or cutting of the said Canal or other Works, the regular Passage over such Roads or Highways shall not be diminished in Extent or Width, nor shall the same be obstructed, more than the Formation of the said Works shall render absolutely necessary, except at such Times as it shall be necessary to open the Swing or Swivel Bridge intended to be made across *Queen Street* and *Narrow Street*, in the said last mentioned Parish; and that at all Times while the said Works shall be carrying on, the same shall be properly fenced off, guarded, and lighted by the said Company, so as to prevent Accidents happening therefrom, and a sufficient Space shall be left open and free, for the Passage of one Carriage at a Time at the least over the same; and that in no Case shall the Level of the said Roads or Highways be raised or heightened, but the said Canal and other Works shall be made under the present Surface thereof, except that the Bridge intended to be made over the said Canal, in its Passage across *Salmon Lane*, may with the Road to be made over such Bridge be Three Feet higher than the present Level of that Road, and the said Company of Proprietors shall, and they are hereby required, at their own Costs and Charges, and under the Inspection and to the Satisfaction of the Surveyor or Superintendant of the Highways in the said Parish, to make and maintain, and for ever afterwards to keep in Repair such and so many Brick or other good and sufficient Arches over the said Canal and other Works, and in such Manner that the Road ways over the same may be continued of the same Width and Extent as they now are (except as aforesaid), and that no Part of the Earth or other Materials to be dug or excavated from the said Canal or other Works shall be deposited upon the Side or Sides of any of the said Roads within the said Parish, without the Licence and Consent in Writing of the Surveyor or Superintendant of the said Roads or Highways.

Steam Engines to consume their own Smoke.

CCVI. And be it further enacted, That all and every the Steam Engines which shall be erected and set up by the said Company of Proprietors hereby incorporated, shall be made on the Principle of consuming their own Smoke.

The Act not to affect the Laws against Nuisances.

CCVII. Provided always, and be it further enacted, That in case any Fire or Steam Engine, or any other Machine to be erected under the Authority

thority or in pursuance of this Act, shall, in the Erection or Use thereof, either be or become a common Nuisance, then and in any such Case, all and every the Laws for preventing, removing, or abating Nuisances that were in force at the Time of passing this Act, shall be and continue in full Force and Effect; this Act or any thing herein contained to the contrary thereof in anywise notwithstanding.

CCVIII. And be it further enacted, That in case any Person or Persons shall bathe in the said intended Canal and Collateral Cut, or in either of them, or in any Reservoir, Aqueduct, Water-way, Feeder, or Pond, being the Property of the said Company of Proprietors hereby incorporated, it shall be lawful to and for any Justice of the Peace for the said County of *Middlesex*, and he is hereby required, upon Complaint to him made by One or more credible Witness or Witnesses, of any such Offence, to issue a Warrant for apprehending the Party or Parties accused, or it shall and may be lawful to and for any Person or Persons who shall see such Offence committed, to apprehend, and also for any Person or Persons to assist in apprehending the Offender or Offenders, and by Authority of this Act, without any other Warrant, to deliver him, her, or them into the Custody of a Peace Officer, in order to be secured, and conveyed before some Justice of the Peace for the said County; and on the Party or Parties accused being brought before some Justice, such Justice shall proceed to examine, upon Oath, any Witness or Witnesses who shall appear, or be produced to give Evidence, touching such Offence; and if the Party or Parties accused shall be convicted of such Offence either by his, her, or their Confession, or upon such Evidence as aforesaid, then and in every such Case, he, she, or they shall, for every such Offence respectively, and if more than One, shall severally forfeit and pay any Sum not exceeding Forty Shillings; and in case such Offender or Offenders shall not, upon Conviction, forthwith pay such Penalty by him, her, or them incurred, such Justice is hereby required to commit such Offender or Offenders to the Common Gaol or House of Correction of the said County, there to be kept to hard Labour for any Time not exceeding One Month; and such Offender or Offenders shall not be discharged before the Expiration of the Time for which he, she, or they shall be so committed, unless such Penalty as aforesaid be sooner paid and given.

To prevent
bathing in the
Canal, &c.

CCIX. Provided always, and be it enacted, That no Slip or Slips, Dry Dock, Graving Dock, Way, or Place for the building, heaving down, or repairing of Ships or other Vessels, shall at any Time hereafter be made or built, or permitted or suffered to be made or built, in or adjoining the said Canal or Collateral Cut hereby authorized to be made, or in or adjoining any of the Basins, Feeders, or other Works which shall or may belong thereto; nor shall any Communication or Communications be made into the said Canal, Collateral Cut, or any of the Basins, Feeders, or other Works which shall or may belong thereto, from any Wet Dock, Slip or Slips, Dry Dock, Graving Dock, Way, or other Place for the building, heaving down, or repairing of Ships or other Vessels which now are, or hereafter may be adjoining to the said Canal, Collateral Cut, or to any of the Basins or Entrances which may belong thereto; nor shall the said Company of Proprietors hereby incorporated, or their Successors, at any Time or Times carry on, or be in anywise concerned in the Trade or Business of building or repairing Ships or other Vessels for Hire or Profit, or suffer or permit any Ships or Vessels to be repaired in the said Canal, Cut, or Basins, or either

No Slips, Dry
Docks, &c.
for building
or repairing
Ships, to be
made in or
adjoining the
Canal, &c.

of

of them: Provided always nevertheless, that nothing herein contained shall extend, or be construed to extend, to prevent the said Company of Proprietors from allowing Barges, Boats, or other Vessels, for the Purpose of navigating the said Canal or Collateral Cut only, to be built on the Line of the said Canal or Cut.

Recovery of
Forfeitures.

CCX. And be it further enacted, That all Penalties, Forfeitures, and Fines hereby inflicted or authorized to be imposed (the Manner of levying and recovering whereof is not herein otherwise directed) shall, upon Proof of the Offences respectively before any Justice of the Peace for the said County of *Middlesex*, or Place where the Offence shall be committed, either by the Confession of the Party or Parties offending, or by the Oath of any credible Witness or Witnesses (which Oath such Justice is hereby empowered to administer); and in case of Nonpayment thereof forthwith by the Offender or Offenders, be levied and recovered by Distress and Sale of the Goods and Chattels of the Party or Parties offending, by Warrant under the Hand and Seal of such Justice (which Warrant such Justice is hereby empowered and required to grant for such Purpose); and the Overplus, after such Penalties, Forfeitures, and Fines, and the Costs and Charges attending such Distress and Sale, are recovered and deducted, shall be returned upon Demand to the Owner or Owners of such Goods or Chattels; and in case sufficient Distress cannot be found, or such Penalties or Forfeitures; and all such Costs and Charges, shall not be forthwith paid, it shall be lawful for such Justice, and he is hereby authorized and required, by Warrant under his Hand and Seal, to cause such Offender or Offenders to be committed to the Gaol for the County or Place wherein the Offence shall be committed, there to remain without Bail or Mainprize for such Time as such Justice shall direct, not exceeding Three Calendar Months, nor less than Twenty-one Days, unless such Penalties, Forfeitures, and Fines, and all such Costs and Charges attending the Recovery thereof shall be sooner paid and satisfied; and such Penalties, Forfeitures, and Fines when levied (the Application whereof is not herein particularly directed), shall from Time to Time be paid to the Treasurer of the said Company hereby incorporated, and be applied for the Purposes of this Act.

Persons ag-
grieved by
Irregularity
in Distress to
recover only
Special Da-
mages.

CCXI. And be it further enacted, That where any Distress shall be made for any Sum or Sums of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall the Party or Parties making the same be deemed a Trespasser or Trespassers on account of any Defect or Want of Form in the Information, Summons, Conviction, Warrant of Distress, or the Appointment of the Collector or Collectors, Receiver or Receivers, or any other Agent of the said Company, or in any other Proceeding relating thereto, nor shall the Party or Parties distraining be deemed a Trespasser or Trespassers *ab initio*, on account of any Irregularity which shall be afterwards committed by the Party or Parties distraining; but the Person or Persons aggrieved by such Irregularities shall and may recover full Satisfaction for the Special Damage which he, she, or they shall have sustained thereby, with usual Costs in an Action of Trespass or upon the Case.

Form of
Conviction.

CCXII. And for the more easy and speedy Conviction of Offenders against this Act, be it further enacted, That every Justice of the Peace, before whom any Persons shall be convicted of any Offence against this Act, shall and may cause the Conviction to be drawn up according to the following

following Form, or in any other Form to the same Effect, as the Case shall happen ; (that is to say),

to wit. } **BE** it remembered, That on [Time of Conviction]
 at [Place of Conviction] *A. B.* [Name of Offender] of [Addi-
 tion of Offender] was duly convicted before me [or us] [Name and Stile
 of convicting Justice or Justices] for that the said *A. B.* [Name of Offender]
 on [Time of committing Offence] at [Place of committing Offence] did [here
 state the Offence against the Act, according to the Fact] contrary to the
 Form of the Statute made in the Fifty-second Year of the Reign of His
 Majesty King *George* the Third, intituled [here set forth the Title of this
 Act], and I, [or we] do therefore declare and adjudge that the said *A. B.*
 [Name of Offender] hath forfeited for the said Offence the Sum of [Fine]
 or shall be committed to [Place of Imprisonment] for the Space of [Time
 of Imprisonment.] Given under my Hand and Seal [or our Hands and
 Seals] the Day and Year first above written.

CCXIII. Provided nevertheless, and be it further enacted, That it shall be lawful for the General Committee of the said Company hereby incorporated from Time to Time, if they shall see Cause, to pay and apply every Part of the said Penalties, Forfeitures, and Fines directed to be levied and recovered by virtue of this Act, to and for the Use of any Informer or Informers, or other Person or Persons aiding or assisting in the Apprehension of any Offender or Offenders therein, who shall not have been a Witness on the Trial of the Information; any thing herein contained to the contrary thereof in anywise notwithstanding.

Power to give Informers Part of the Penalties.

CCXIV. And be it further enacted, That any Person or Persons thinking himself, herself, or themselves aggrieved by any Order or Judgment made or given in pursuance of any Rule, Bye-Law, or Order of the said Company or Committee, or by any Order, Judgment, or Determination of any Justice or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, may, within Six Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at the General or Quarter Sessions of the Peace to be holden in and for the County in which the Cause of Appeal shall arise, (first giving Fourteen Days Notice of such Appeal, and of the Nature and Matter thereof, to the Person or Persons against whom such Appeal is intended to be made, or to the Clerk to the said Company hereby incorporated, and forthwith after such Notice, entering into a Recognizance before some Justice of the Peace for such County, in the Sum of Twenty Pounds, with Two sufficient Sureties, in the Sum of Ten Pounds each, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon); and the said Justices shall, in a summary Way, either hear and determine the said Appeal at such next General or Quarter Sessions, or if they think proper adjourn the Hearing thereof; and the said Justices may, if they see Cause, mitigate any Forfeiture or Fine, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye-Law, or Determination, and may also order and award such further Satisfaction and Costs, to be made and paid to either Party injured, as they shall judge reasonable; but no Proceedings to be had and taken in pursuance of this Act shall be quashed or vacated for want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere; any Law or Statute to the contrary notwithstanding.

Persons aggrieved may appeal to the Quarter Sessions.

Plaintiff not
to recover
without No-
tice, or after
Tender of
Amends.

CCXV. Provided always, and be it enacted, That no Plaintiff or Plaintiffs shall recover in any Action to be commenced against any Person or Persons for any thing done in pursuance of this Act, unless Notice in Writing shall have been given to the Defendant or Defendants, or left at his, her, or their last or usual Places of Abode, Fourteen Days before such Action shall be commenced, of such intended Action, signed by the Attorney for the Plaintiff or Plaintiffs, specifying the Cause of such Action; nor shall the Plaintiff or Plaintiffs recover in such Action, if Tender of good and sufficient Amends shall have been made to him, her, or them, or to his, her, or their Attorney, by or on the Behalf of the Defendant or Defendants, before such Action brought; nor if such Tender of Amends shall be made at any Time after the said Action brought, and before the Trial thereof, together with Costs of Suit to the Time of such last-mentioned Tender; but on Proof of such Tender on any Trial to be had in such Action, the Plaintiff or Plaintiffs shall be nonsuited, and shall pay Treble Costs, to be recovered in the same Manner as any Defendant or Defendants may recover Costs in any other Case by Law; or in case no Tender shall have been made, it shall and may be lawful to and for the Defendant or Defendants in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall think fit; whereupon such Proceedings, Order, and Judgment shall be had, made, and given in and by such Court, as in other Actions where the Defendant is allowed to pay Money into Court.

Limitation of
Actions.

CCXVI. Provided always, and be it further enacted, That no Action or Suit shall be brought or prosecuted against any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, for any thing done in pursuance of this Act, after Six Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages, then after Three Calendar Months next after the doing or committing such Damage shall have ceased, and not afterwards; and every such Action or Suit shall be laid and brought in the County where the Matter in Dispute shall arise, and not elsewhere; and the Defendant and Defendants in every such Action or Suit shall and may, at his, her, or their Election, plead specially the General Issue, and give this Act and the Special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action or Suit shall have been brought before Fourteen Days Notice shall have been given, or sufficient Satisfaction made or tendered as aforesaid, or shall be brought in any other County or Place than as aforesaid, then and in every such Case, the Jury shall find for the Defendant or Defendants; and upon such Verdict, or if the Plaintiff or Plaintiffs shall become Nonsuit, or suffer a Discontinuance of his, her, or their Action or Suit, after the Defendant or Defendants shall have appeared, or if a Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, then the Defendant or Defendants shall have Treble Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit in any other Cases by Law.

Public Act.

CCXVII. 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.

The

The SCHEDULE to which this Act refers.

Numbers on the Plan.	Owners.	Occupiers.	Parishes.	Description of the Property.
5	Bishop of London.	Rt. Anderton.	Paddington.	Garden.
6	Bishop of London.	Rt. Anderton.	Paddington.	Garden.
7	Ditto.	Wm. Williams.	Ditto.	Ditto.
8	Ditto.	Geo. Darby.	Ditto.	Ditto.
9	Ditto.	Thos. Little.	Ditto.	Ditto.
10	Ditto.	Wm. Williams.	Ditto.	Ditto.
11	Ditto.	Thos. Beadle.	Ditto.	Ditto.
183	Caroline Phillips.	Henry Hale.	St. John, Hackney.	Ditto.
200	Governors of Bridewell Hospital.	Dorothy Mackenzie.	Hamlet of Mile-End Old Town.	House and Garden.
201	Ditto.	Sarah Beaumont.	Ditto.	Ditto.
202	Ditto.	Geo. Legg.	Ditto.	Ditto.
203	Ditto.	Gaspar Banchini.	Ditto.	Ditto.
204	Ditto.	Jas. Godfrey.	Ditto.	Ditto.
205	Ditto.	John Bell.	Ditto.	Ditto.
206	Mrs. Cooper.	Wm. Beckham.	Ditto.	Ditto.
207	Mrs. Cooper.	Elizabeth Lythgow.	Ditto.	Ditto.
208	Ditto.	Alexander Gaddies.	Ditto.	Ditto.
209	Samuel and William Griffiths.	John Darby.	Ditto.	Garden.
210	Ditto.	Archd. Thompson.	Ditto.	Garden or Nursery.
212	Edwd. Johnson.	Messrs. Moore, Clements, and Co.	Ditto.	Rope Walk.
217	Marquis of Salisbury.	— Turner.	Limehouse.	Ditto.
219	Ditto.	Jas. Mitchell.	Ditto.	Ditto.
227 a	Thos. Williams.	John Bennett.	Ditto.	House.
227 b	Ralph Morris.	Joseph Bass.	Ditto.	Ditto.
227 c	David Robertson.	Geo. Gooden.	Ditto.	Ditto.
227 d	Thos. Talbot.	Thos. Linch.	Ditto.	Ditto.
227 e	Will. Simms.	Mary Larrymore.	Ditto.	Ditto.
227 f	The Corporation of the City of London.	Richd. Ashby.	Ditto.	House.
227 g	Ditto.	Fras. Russet.	Ditto.	Ditto.
227 h	Ditto.	John Seabine.	Ditto.	Ditto.
227 i	Ditto.	Mary Trip.	Ditto.	Ditto.
227 k	Ditto.	John Wicker.	Ditto.	Ditto.
227 l	Ditto.	John Perrin.	Ditto.	Ditto.
230	Ditto.	John Groot.	Ditto.	Ditto.
231	Ditto.	John Agace.	Ditto.	Ditto.
232	Ditto.	Ditto.	Ditto.	Ditto.
233	Ditto.	S. W. & G. Thomas.	Ditto.	Rope Walk.
235	John and Joseph Boulcott, and the Corporation of the City of London.	Chas. Turner.	Ditto.	Yard and Sheds, &c.

Numbers on the Plan.	Owners.	Occupiers.	Parishes.	Description of the Property.
236	Corporation of the City of London.	Late in the Occupation of the Assignees of John Harritz, and now or late in the Occupation of Messrs. Boulcouth.	Limehouse.	Timber Yard, &c.
238	Corporation of the City of London.	Jno. and Joseph Boulcouth.	Ditto.	Wharf and Buildings.
156	Chas. Sturt.	William Renton.	St. Leonard, Shore-ditch.	Nursery.
RESERVOIR AND LINE OF FEEDER.				
271	The Corporation of the Sons of the Clergy.	W. Waterhouse.	Islington.	Rick Yard.
272	Ditto.	Thos. Butterfield.	Ditto.	Garden.
308	John Croft.	— Smith.	Hornsey.	Ditto.
309	Edmund Marshall.	Mr. Marshall.	Ditto.	Paddock.
312	Mark Hudson.	John Proughton.	Ditto.	Garden.
THE HEADWAY, &c.				
376	Earl Grosvenor.	John Bullivant.	St. George, Hanover Square.	Rick-yard.
395	Grand Junction Canal Company.	Messrs. Poynder and Hobson.	Paddington.	Wharf or Yard, &c.
396	Ditto.	W. Dove.	Ditto.	Garden.
402	Bishop of London.	Patterson & Nichol.	Ditto.	Nursery.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's most Excellent Majesty. 1826.