ANNO SECUNDO

GULIELMI IV. REGIS.

****

Cap. xlix.

An Act to alter, amend, and enlarge the Powers of several Acts for making and maintaining the *Saint Katharine* Docks in the County of *Middlesex*.

[23d *May* 1832.]

WHEREAS by an Act passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for making and constructing certain* 6 G. 4. c. 105.
Wet Docks, Warehouses, and other Works in the Parish of Saint Botolph without Aldgate, *and in the Parish or Precinct of* Saint Katharine *near the Tower of* London, *in the County of* Middlesex, the several Persons therein named were united into and declared to be a Joint Stock Company, by the Name and Style of "The *Saint Katharine* Dock Company," and were empowered to make, construct, and maintain certain Wet Docks, Warehouses, and other Works therein described, and for that Purpose to purchase and take the Lands, Tenements, and Hereditaments in and by the said Act mentioned or referred to: And whereas an Act was passed in the Tenth Year of the Reign of His said late Majesty King *George* the Fourth, intituled *An Act to amend an Act passed* 10 G. 4. c. 1.

in the Sixth Year of the Reign of His present Majesty, intituled ‘ *An* ‘ *Act for making and constructing certain Wet Docks, Warehouses,* ‘ *and other Works in the Parish of* Saint Botolph without Aldgate, ‘ *and in the Parish or Precinct of* Saint Katharine *near the Tower of* ‘ London, *in the County of* Middlesex,’ *and for extending the Powers and Provisions of the said Act:* And whereas an Act was passed in the Eleventh Year of the Reign of His said late Majesty King *George* 11 G. 4. c. 13. the Fourth, intituled *An Act to amend and alter Two several Acts passed in the Sixth and Tenth Years of the Reign of His present Majesty, for making and constructing certain Wet Docks, Warehouses, and other Works in the Parish of* Saint Botolph without Aldgate, *and in the Parish or Precinct of* Saint Katharine *near the Tower of* London, *in the County of* Middlesex; *and for enlarging and extending the Powers and Provisions of the said Acts:* And whereas the Directors of the said Company have, in pursuance and execution of the said recited Acts, purchased certain Lands, Tenements, Buildings, and Hereditaments, and caused to be made and completed Two Navigable Docks fit for the Reception and Accommodation of Shipping, with an Entrance Basin and Locks, and also Buildings, Quays, Wharfs, Warehouses, and other Works: And whereas by the said recited Act of the Sixth Year of the Reign of His late Majesty King *George* the Fourth it was enacted, that it should be lawful for the said Directors of the said Company, and they were thereby empowered, if and as they should see fit, to sell or let so much or such Part or Parts of the Houses, Buildings, Lands, Tenements, or Hereditaments to be purchased by or vested in them by virtue of the Powers therein contained, as should at any Time or Times be found by them to be unnecessary or more than sufficient for the Purposes of the Act now in recital; and for completing and carrying any such Sales into effect the said Directors were thereby authorized and empowered to make and execute any Conveyances of such of the said Premises as should be sold unto the Purchaser or Purchasers thereof, and that such Conveyances should in all Cases be deemed sufficient in Law to vest such of the said Premises as should be expressed and intended to be granted by such Conveyances in the Purchasers thereof, and his, her, or their respective Heirs and Assigns, and upon Payment of the Money which should arise by or from the Sale or Sales of such Premises, or any Part or Parts thereof, it should be lawful for the Treasurer of the said Company to sign and give a Receipt or Receipts for the Money for which the same should be so sold, which Receipts should be sufficient Discharges to any Person or Persons for the Money therein and thereby expressed to be received, and the Person or Persons having paid the same should not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof; and by the same Act it was also provided and enacted, that the Person or Persons from whom any Premises should have been taken by the said Company should have the Preference of purchasing such Part or Parts of the said Premises as the said Directors should in their Discretion cause to be sold as aforesaid; and in case any such Person or Persons should, upon the same being offered to him, her, or them by the said Directors, not

not agree or should decline to purchase the same, then and in every such Case, on an Affidavit being made and sworn before a Master or Master Extraordinary of the High Court of Chancery by some Person or Persons not interested in the Premises, stating that such Offer was made by or on the Behalf of the said Directors, and such Person or Persons did not agree or declined to purchase the said Premises, such Affidavit should in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was not agreed to or was declined by such Person or Persons; but in case such Person or Persons should be desirous of repurchasing the same, and could not agree with the said Company in regard to the Price to be paid for the Purchase thereof, then and in such Case the Price or Value thereof should be settled and ascertained by a Jury in the like Manner as the Price or Value of any Hereditaments to be purchased or taken by the said Company for the Purposes of the Act now in recital was therein-before directed to be settled and ascertained; and the Costs and Charges of ascertaining and determining the same should be borne and paid in like Manner as therein-before was directed with respect to Purchases made by the said Company, *mutatis mutandis*; and all the Monies to arise by any Sales or Lettings which might be made by the said Directors of the said Premises, or any Part or Parts thereof, should be applied to the Purposes of the said Act now in recital: And whereas the said Company were, under the Provisions of the said recited Act of the Sixth Year of the Reign of His late Majesty King *George* the Fourth, compelled to take and purchase the Hereditaments comprised in the Schedule to this Act annexed; but the same are unnecessary for the immediate Purposes of the said recited Acts: And whereas the said Company are desirous of raising a Sum or Sums of Money for the Purpose of paying certain Expences and Disbursements which they have already incurred and made in improving the Hereditaments comprised in the Schedule to this Act annexed, and for the Purpose of paying any further Expences and Disbursements which the said Company may incur or make in completing such Improvements, or in making further Improvements in such Hereditaments, and for the Purpose of making and completing Works undertaken by them for the Improvement of the said Docks, Warehouses, and other Buildings and Works, and for the better Accommodation of the Trade and Navigation of the Port of *London*, and for the Purposes of the said recited Acts, or some or one of them, or of this Act: And whereas it would be more advantageous to the said Company that such Sum or Sums of Money should be raised on the Security of the said Hereditaments comprised in the Schedule to this Act annexed, rather than that the same should be immediately sold; and in order to enable the Company so to do it is necessary that the said Company should be authorized to mortgage the said Hereditaments comprised in the said Schedule to this Act annexed, and that the Provisions for Sale or Letting and for Preemption in the said recited Act of the Sixth Year of the Reign of His late Majesty King *George* the Fourth contained, and hereinbefore recited, should, so far as relates to the Hereditaments comprised in the Schedule to this Act annexed, be repealed, and that such Provisions

visions as herein-after are contained for the Sale or Leasing and Pre-emption of such Hereditaments should be enacted in lieu thereof: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all Powers, Authorities, Provisions, Regulations, Directions, Matters, and Things whatsoever respectively contained in the said Three recited Acts of the Sixth, Tenth, and Eleventh Years of the Reign of His said late Majesty King *George* the Fourth respectively, (save and except such as are altered, varied, or repealed,) shall extend and be construed to extend to this present Act, and shall operate and be in force with respect to this Act as fully and effectually, to all Intents and Purposes, as if the same were repeated and re-enacted in the Body of this Act.

Powers of recited Acts to extend to this Act, except where altered.

Provisions for Sale and Letting and Pre-emption in 6 G. 4. c. 105. repealed.

II. And be it further enacted, That the said herein-before recited Provisions for Sale and Letting and for Pre-emption contained in the said recited Act of the Sixth Year of the Reign of His late Majesty King *George* the Fourth shall be and the same are hereby, so far only as relates to the Hereditaments comprised in the Schedule to this Act annexed, repealed.

Power for Directors to raise Money by Mortgage of Hereditaments comprised in the Schedule to this Act.

III. And be it further enacted, That it shall be lawful for the said Directors of the said Company, or any Five or more of them, and they are hereby empowered, subject and without Prejudice to any Leases which shall have been previously made under the Provisions of this Act, and to any now existing Leases of the Hereditaments comprised in the Schedule to this Act annexed, or of any Part or Parts thereof, from Time to Time and at any Time or Times hereafter to levy and raise, by Mortgage of the Hereditaments comprised in the Schedule to this Act annexed, or any Part or Parts, Proportion or Proportions thereof, either for the Purposes herein-before mentioned, or for the Purpose of paying off any Sum or Sums of Money which shall be levied and raised under the Provisions herein contained, or for any of the Purposes of the said recited Acts or this Act, any Sum or Sums of Money which any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, shall be willing to advance and lend to the said Company upon the Security of such Mortgage or Mortgages; and for the Purpose of levying and raising such Sum or Sums of Money, the said Directors, or any Five or more of them, are hereby authorized and empowered from Time to Time, and at any Time or Times hereafter, by any Deed or Deeds to be executed by the said Directors, or any Five or more of them, in the Presence of and attested by Two or more credible Witnesses, to appoint by way of Mortgage all or any Part or Parts or Proportion or Proportions of the Hereditaments comprised in the Schedule to this Act annexed unto the Person or Persons, Party or Parties, who shall advance or lend such Sum or Sums of Money, his, her, or their Heirs, Successors, or Assigns, or to the Trustee

Trustee or Trustees, Nominee or Nominees of such Person or Persons, Party or Parties, his, her, or their Heirs or Assigns; and every such Deed of Appointment shall be deemed sufficient in Law and Equity to vest the Fee Simple of such of the said Hereditaments as shall be expressed or intended to be appointed thereby in the Appointee or Appointees therein named, subject to such Proviso for Redemption as shall be therein contained, and subject, until the Purchase thereof, or until the Sale thereof, under the Powers therein contained, to Redemption by the said Company on Payment of the Principal Sum thereby secured, with Interest for the same, and Costs, and shall confer on the Appointees therein named, their Executors, Administrators, or Assigns, such Powers, Trusts, or Provisions for Sale and Leasing of the Premises comprised therein, and such Power of appointing a Receiver of the Rents and Profits, under such Circumstances and in such Manner as the said Directors shall think expedient.

Power to lease.

IV. And be it further enacted, That it shall be lawful for the said Directors, or any Five or more of them, and they are hereby empowered, but subject nevertheless and without Prejudice to any Mortgages or Leases which shall have been previously made under the Provisions of this Act, and to any now existing Leases of the Hereditaments comprised in the Schedule to this Act annexed, or any Part or Parts, Proportion or Proportions thereof, by any Deed or Deeds to be executed by the said Directors, or any Five or more of them, in the Presence of and attested by Two or more credible Witnesses, to appoint, by way of Demise or Lease from Year to Year, or for any Term of Years, or at Will, the Hereditaments comprised in the Schedule to this Act annexed, or any Part thereof, at such Rents and with or without such Premiums or Fines as the said Directors shall think fit.

Power to sell Hereditaments.

V. And be it further enacted, That it shall be lawful for the said Directors, or any Five or more of them, and they are hereby empowered, at any Time or Times hereafter, when and as they shall think fit, subject nevertheless and without Prejudice to any Mortgages or Leases which shall have been previously made under the Provisions of this Act of the said Hereditaments comprised in the Schedule to this Act annexed, or of any Part or Parts, Proportion or Proportions thereof, and subject and without Prejudice to any now existing Leases thereof or of any Part thereof, absolutely to sell and dispose of the said Hereditaments comprised in the Schedule to this Act annexed, or of any Part or Parts thereof, either altogether or in Parcels, by public Auction or private Contract, for such Price or Prices as the said Directors shall think fit, with Liberty to buy in all or any Part of the Premises at any Auction, and to rescind any Contract for Sale either by public Auction or private Contract, and afterwards to sell the Premises so bought in or comprised in any such Contract, without being answerable for any Difference in Price or other Loss; and for the Purpose of carrying such Sales into effect, the said Directors, or any Five or more of them, are hereby authorized

rized and empowered, by any Deed or Deeds to be executed by the said Directors, or by any Five or more of them, in the Presence of and attested by Two or more credible Witnesses, to appoint by way of absolule Sale the said Hereditaments comprised in the said Schedule hereto annexed, or any Part or Parts, to the Purchaser or Purchasers thereof, his, her, or their respective Heirs, Successors, or Assigns, or to such Uses and in such Manner as the said Purchaser or Purchasers shall direct; and every such Appointment by way of Sale shall be valid and effectual at Law and in Equity to pass the Fee Simple of the Hereditaments comprised therein to the Appointees therein named, their Heirs, Successors, or Assigns, or to the Uses therein mentioned, subject only and without Prejudice to any subsisting Mortgages or Leases which shall have been previously made of the said Hereditaments under this Act, and to any of the now existing Leases, which may then remain unexpired.

First offer to be made to the Person from whom the Premises were purchased.

VI. Provided always, and be it further enacted, That on Occasion of any Sale or Mortgage to be made under the Provisions of this Act of any of the Hereditaments comprised in the Schedule to this Act annexed, the Person or Persons respectively from whom the Part or Parts of the Hereditaments so to be sold or mortgaged shall have been taken by the said Company shall have the Preference of purchasing such Part or Parts of the said Hereditaments as the said Directors shall in their Discretion cause to be sold or mortgaged as aforesaid; and in case any such Person or Persons shall, upon the same being offered to him, her, or them by the said Directors, not agree or shall decline to purchase the same, then and in every such Case, on an Affidavit being made and sworn before a Master or Master Extraordinary of the High Court of Chancery by some Person or Persons (not interested in the Premises), stating that such Offer was made by or on behalf of the said Directors, and such Person or Persons did not agree or declined to purchase the said Premises, such Affidavit shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was not agreed to or was declined by such Person or Persons; but in case such Person or Persons shall be desirous of repurchasing the same, and cannot agree with the said Company in regard to the Price to be paid for the Purchase thereof, then and in such Case the Price or Value thereof shall be settled and ascertained by a Jury in like Manner as the Price or Value of any Hereditaments to be purchased or taken by the said Company is by the said first-recited Act directed to be settled and ascertained; and the Costs and Charges of ascertaining and determining the same shall be borne and paid in like Manner as therein is directed with respect to Purchases made by the said Company, *mutatis mutandis*.

The Word "appoint" to operate as Covenants for Title.

VII. And be it further enacted, That in all Appointments by way of Mortgage or Sale to be made by the said Directors, or any Five or more of them, by virtue or in pursuance of the several Powers and Authorities to them hereby given, the Word "appoint" shall amount

to and be construed and adjudged in all Courts of Judicature to be express Covenants to the Appointee or Appointees, his, her, and their Heirs, Executors, Administrators, and Assigns, from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act done by them, were, at the Time of the Execution of every such Appointment, seised of the Hereditaments and Premises thereby appointed of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and for quiet Enjoyment thereof against the said Company, their Successors and Assigns, and all claiming under them, and that all such Purchasers shall be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Hereditaments and Premises by the said Company, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Appointments or any of them; and such Appointees, and his, her, or their respective Heirs, Successors, and Assigns, shall and may, in any Action or Actions to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Appointments.

Treasurer to give Receipts.

VIII. And be it further enacted, That the Monies which shall be levied and raised or arise by or from any Mortgages, Sales, or Leases under the Provisions herein contained, shall be paid, and all Rents payable under such Leases or under any now existing Leases of any of the Hereditaments comprised in the Schedule to this Act annexed, shall be paid, to the Treasurer of the said Company for the Time being, and shall be applicable for the Purpose of paying the Expences and Disbursements which the said Company have already incurred and made in improving the Hereditaments comprised in the Schedule to this Act annexed, or for the Purpose of paying any further Expences which the said Company may incur in completing the said Improvements, or in making further Improvements in or upon such Hereditaments, or for the Purpose of making and completing any Works already or to be hereafter undertaken by the said Company for the Improvement of the said Docks, Warehouses, and other Buildings and Works, and for the better Accommodation of the Trade and Navigation of the Port of *London*, or for the Purpose of paying off any Sum or Sums of Money which shall be levied and raised by Mortgage under the Provisions herein contained, and the Interest thereof, or for any of the Purposes of the said recited Acts or this Act; and it shall be lawful for such Treasurer to sign and give a Receipt or Receipts for the said Monies which shall be levied and raised or arise by or from any Mortgages, Sales, or Leases under the Provisions herein contained, and for such Rents as aforesaid, which Receipts shall be sufficient Discharges to any Person or Persons for the Money therein and thereby expressed and acknowledged to be received; and the Person or Persons having paid the same shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof, or be bound to see to the Application thereof,

thereof, or to inquire into the Necessity, Regularity, or Propriety of any Sale or Mortgage or Lease which shall be made under the Provisions of this Act.

Power to Directors to pay Principal and Interest.

IX. And be it further enacted, That it shall be lawful for the Directors of the said Company to pay and discharge the Principal Monies and Interest which shall from Time to Time be due and owing on any Mortgage made under the Provisions herein contained, out of any Monies which shall have been raised under the Provisions of this Act, or out of the Rents, Issues, and Profits of the said Hereditaments comprised in the Schedule to this Act annexed, and also to pay and discharge the Interest of such Principal Monies out of any Monies which, under the Provisions of the said recited Acts, or any of them, shall for the Time being be applicable in Payment of any Dividends or Interest due and payable by virtue of the said recited Acts, or any of them, to the said Proprietors: Provided always, that nothing herein contained shall give to any Person or Party entitled to any Monies secured by any Mortgages which shall be made under the Provisions herein contained any Lien or Charge upon any Property belonging to the said Company, save and except upon the Hereditaments comprised in such Mortgage.

When Principal is paid off, Premises to be re-conveyed.

X. And be it further enacted, That when and as soon as the Principal Monies, Interest, and Costs secured by any Appointment by way of Mortgage which shall be made in pursuance of the Provisions of this Act, shall have been fully paid or satisfied, the Person or Persons in whom the Hereditaments comprised in such Appointment shall for the Time be vested shall, and he, she, and they is and are hereby empowered to re-convey to the said Company, at the Expence of the said Company, so much of the said Hereditaments as shall not have been previously sold or absolutely foreclosed; and every such Conveyance may be by a Deed in the Form following, or as near thereto as Circumstances will permit:—

Form of Reconveyance.

‘ do hereby ‘ convey to the *Saint Katharine* Dock Company, their Successors ‘ and Assigns, all and singular the Hereditaments comprised in and ‘ appointed by a certain Deed of Appointment by way of Mortgage ‘ under the Hands and Seals of

‘ being of the Directors of the said Company, and ‘ bearing Date on or about the Day of ‘ , and all my Estate, Right, Title, Interest, Claim, and ‘ Demand whatsoever in or upon the said Hereditaments, to hold ‘ unto the said Company, their Successors and Assigns, for ever, ‘ freed and discharged from the said Sum of and ‘ Interest, secured by the said Deed of Appointment, and from all ‘ Costs, Claims, and Demands in respect thereof.’

XI. And

XI. And be it further enacted, That the Costs, Charges, and Expences attending the passing this Act, or any Mortgages or Sales which may be made under the Provisions herein contained, shall be paid by the said Directors out of the Monies applicable to the Purposes of this Act or of the said recited Acts, or any or either of them. Costs of Act provided for.

XII. 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. Public Act.

The SCHEDULE to which the foregoing Act refers.

Description of the Property.	
Upper Iron-gate Wharf, consisting of Wharf, Warehouse, and Counting House, with the Offices and Appurtenances Lower Iron-gate Wharf, with the Offices and Appurtenances, occupied as a Wharf and Warehouse Dwelling House The Marquis of Granby Public House The Duke of Marlborough Public House The Harbour Master's Office The St. Katharine Dock Steam Packet Wharf, with the Offices and Appurtenances Wharf and Counting House, with the Appurtenances Wharf and Counting House, with the Appurtenances The Bull's Head Public House Dwelling House Ditto	Purchased by the Directors of the Saint Katharine Dock Company from the Master, Brothers, and Sisters of the Royal Hospital or Free Chapel of Saint Katharine near the Tower of London, under the Powers for that Purpose contained in the said first-recited Act of 6 Geo. IV. c. 105.

N.B.—The whole of the above Property is situate on the South Side of Saint Katharine, Thames Street, and in Little Thames Street, within the Precinct of Saint Katharine near the Tower of London, in the County of Middlesex.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE, Printers to the King's most Excellent Majesty. 1832.