

ANNO QUINQUAGESIMO NONO

GEORGII III. REGIS.

Cap. cxi.

An Act to vary and alter certain Acts of His present Majesty, relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect an Exchange of Water, for the better Supply of the Regent's Canal Navigation and Grand Junction Waterworks.

[22d June 1819.]

THEREAS an Act was passed in the Thirty-third Year of the Reign of His present Majesty, intituled An Act for making 33 G. 3. and maintaining a navigable Canal from the Oxford Canal e. 80. 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, by which certain Persons therein named were incorporated by the Name and Style of The Company of Proprietors of the Grand Junction Canal, for making the said Canal and collateral Cuts, and the several other Works necessary for carrying the said Act into execution: And whereas another Act was passed in the Thirty-fourth Year of the Reign of His present Majesty, intituled An Act 34 G. 3. for making certain navigable Cuts from the Towns of Buckingham, Ayles- c. 24. bury, and Wendover in the County of Buckingham, to communicate with the Grand Junction Navigation authorized to be made by an Act of the last [Local.]Session

Session of Parliament, and for amending the said Act: And whereas another Act was passed in the Thirty-fifth Year of the Reign of His present 35 G. 3. c. 8. Majesty, intituled An Act for authorizing the Company of Proprietors of the Grand Junction Canal to vary the Course of a certain Part of the Canal in the County of Hertford so as to render the Navigation thereof more safe and convenient, and for making some other Amendments and Alterations in an Act made in the Thirty-third Year of the Reign of His present Majesty for making the said Canal: And whereas another Act was passed in the Thirty-fifth Year of the Reign of His present Majesty, intituled An Act for making a navigable Cut from the Grand Junction 35 G. 3. c. 43. Canal in the Precinct of Norwood in the County of Middlesex to Paddington in the said County: And whereas another Act was passed in the Thirty-sixth Year of the Reign of His present Majesty, intituled An Act .36 G. 3. to enable the Company of Proprietors of the Grand Junction Canal to c. 25. finish and complete the same, and the several Cuts and other Works authorized to be made and done by them by virtue of several Acts of Parliament: And whereas another Act was passed in the Thirty-eighth Year of the Reign of His present Majesty, intituled An Act for confirming 38 G. 3. c. 33. and carrying into execution certain Articles of Agreement made and entered into between Beilby, Lord Bishop of London, Thomas Wood Esquire, Sir John Frederick Baronet, and Arthur Stanhope Esquire, Sir John Morshead Baronet, and Dame Elizabeth his Wife, and Robert Thistlethwayte Esquire, and Selina his Wife, and the Company of Proprietors of the Grand Junction Canal, and for other Purposes therein. mentioned: And whereas another Act was passed in the Forty-first Year. of the Reign of His present Majesty, intituled An Act for enabling the 41 G. 3. c. 71. Company of Proprietors of the Grand Junction Canal more effectually to provide for the Discharge of their Debts, and to complete the whole of the Works to be executed by them in pursuance of the several Acts of the Thirty-third, Thirty-fourth, Thirty-fifth, Thirty-sixth, and Thirty-eighth Years of the Reign of His present Majesty, and for altering and enlarging the Powers and Provisions of the said Acts: And whereas another Act was passed in the Forty-third Year of the Reign of His present Majesty, 43 G. 3. c. 8. intituled An Act for empowering the Company of Proprietors of the Grand Junction Canal to raise a further Sum of Money to enable them to complete the Works authorized to be executed in pursuance of the several Acts passed in the Thirty-third, Thirty-fourth, Thirty-fifth, Thirty-sixth, Thirty-eighth, and Forty-first Years of the Reign of His present Majesty, and for amending, altering, and enlarging the Powers and Provisions of the said Acts: And whereas another Act was passed in the Forty-fifth Year of the Reign of His present Majesty, intituled An Act for altering, 45 G. 3. amending, and enlarging the Powers of certain Acts for making and c. 68. maintaining the Grand Junction Canal: And whereas another Act was passed in the Fifty-first Year of the Reign of His present Majesty, intituled An Act for confirming certain Articles of Agreement entered into between 51 G. 3. c. 169. 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 said County of Middlesex: And whereas another Act was passed in the Fifty-second Year of the Reign of His present Majesty, intituled An Act to explain, 52 G. 3. c. 140. amend, and enlarge the Powers of certain Acts passed for making and maintaining the Grand Junction Canal: And whereas another Act was passed in the Fifty-second Year of the Reign of His present Majesty intituled An 52 G. 3. c. 195. Act

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: And whereas another Act was passed in the Fifty-third Year of the Reign of His present Majesty, intituled An Act to amend an Act of the last Session of Parliament for 53 G.3. making and maintaining a navigable Canal from the Grand Junction c. 32. 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: And whereas another Act was passed in the Fifty-sixth Year of the Reign of His present Majesty, intituled An Act for altering and amending an Act made in the Fifty-second Year 56 G.3. of His present Majesty for making a Canal from the Grand Junction c. lxxxv. Canal in the Parish of Paddington to the River Thames in the Parish of Limehouse: And whereas the said Company of Proprietors of the Grand Junction Canal are by the said recited Act of the Thirty-eighth Year of His present Majesty's Reign empowered to provide and supply with good and wholesome Water, from and out of the said Grand Junction Canal Cuts and Reservoirs, or any or either of them, as shall be found meet and convenient for that Purpose, the Inhabitants of Buildings within the said Parish of *Paddington*, or the Parishes and Streets adjacent: And whereas it is in and by the said recited Act of the Fifty-first Year of His present Majesty's Reign (amongst other things) enacted, that it should and might be lawful for the said Company of Proprietors of the Grand Junction Canal, and they were thereby fully empowered, authorized, and required to demise, lease, and to farm let, unto the Grand Junction Waterworks Company thereby incorporated, their Successors and Assigns, all and singular the Powers and Authorities relating to such Supply of Water, and mentioned and comprised in the therein recited Articles of Agreement, and thereby agreed to be demised and leased, to hold for such Term and Number of Years, and with such Renewal, at such Rents, on such Terms, and subject to the Restrictions, Conditions, Powers, Reservations, and Covenants as in the said Articles of Agreement are particularly mentioned, and also subject to the Regulations and Restrictions in the said recited Act contained: And whereas in and by the said recited Act of the Fifty-second Year of His present Majesty's Reign, intituled An Act 52 G. 3, for making and maintaining a navigable Canal from the Grand Junction c. 195. 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, it is (among other things) enacted, that the said Company of Proprietors of the Regent's Canal thereby incorporated should have full Power and Authority, and they were thereby fully authorized and empowered, to supply the said Canal and collateral Cut whilst making, and at all Times for ever after the same should 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, and 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

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 might be affected in consequence of the now reciting Act; and also such and so many Soughs, Tunnels, Headways, Archways, Feeders, Aqueducts, and Channels for supplying the said Fire and Steam Engines, Reservoirs, Canal and collateral Cuts, and Mills, with Water from the said River Thames, and for conveying Water from such Reservoirs to the said Canal and collateral Cut, as by the said Company of Proprietors thereby incorporated should be deemed necessary and proper, subject to the Provisoes and Restrictions therein contained: And whereas it is in and by the said recited Act of the Fiftysixth Year of His present Majesty's Reign (among other things) enacted, that the said Company of Proprietors of the Regent's Canal might, by virtue of the said recited Act made in the Fifty-second Year of the Reign of His present Majesty, and with the Consent of the Grand Junction Canal Company, make use of the Waters belonging to the said Grand Junction Canal Company, but Doubts might arise whether, for the Purposes of obtaining such Water, the said Regent's Canal Company could in exchange give to the said Grand Junction Canal Company the Water to be taken from the River Thames under the Powers of the said lastmentioned Act, and it was therefore declared and enacted, that it should and might be lawful for the said Company of Proprietors of the Regent's Canal to supply the Navigation and other Works of the said Grand Junction Canal Company, or their Assigns, in the Parish of Paddington aforesaid, with Water from the said River Thames, to be obtained under and by virtue of the Powers granted by the said recited Act of the Fifty-second Year of His present Majesty's Reign: And whereas the said Three several Companies of Proprietors of the Grand Junction Canal, Waterworks, and the Regent's Canal, have deemed it expedient for their general Benefit, and it would also promote the Objects for which such Companies were established, by facilitating the Supply of Water for domestic Use, and by increasing the Means of Trade through Inland Navigation, in the Districts adjoining to and connected with the Metropolis, that a permanent Arrangement between the said Three Companies should be established under which the Water now supplied by the Grand Junction Canal to the Grand Junction Waterworks should be supplied to the Regent's Canal for the Navigation thereof, and to the collateral Cut belonging thereto; and that instead of receiving their Supply of Water from the Grand Junction Canal, the Grand Junction Waterworks should be supplied with Water from the River Thames under the Powers now vested in the Company of the Regent's Canal for obtaining Water from the said River; and the said Three Companies have accordingly agreed upon the Terms for effecting such Interchange and Transfer of Water amongst themselves; but Doubts may arise whether, under the Powers of the Acts of the Fifty-second and Fifty-sixth Years of His present Majesty, the said Company of Proprietors of the Regent's Canal have Authority to obtain Water from the River Thames for the direct Supply of the Grand Junction Waterworks instead of the Grand Junction Canal: And whereas for the Removal of such Doubts as aforesaid, and in contemplation of such Interchange and Transfer of Water between the said Companies, and in order to facilitate a Supply of Water

from the Grand Junction Canal to the Regent's Canal, for the Purposes of Navigation, several of the Powers, Authorities, Provisions, and Regulations contained in the said recited Acts, or some of them, required to be enlarged, altered, varied, amended, and extended for the more completely carrying into effect the several and respective Purposes of the said Acts, and extending the beneficial Objects thereof; but the several Purposes before mentioned cannot be effected without the Authority of Parliament: 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, and by the Authority of the same, That it shall Empowering and may be lawful for the said Company of Proprietors of the Regent's Regent's Canal to supply the Reservoirs, Pipes, and other Works of the Grand Junction Waterworks Company, for the general Purposes and Objects ply Grand of the said Company, with Water from the River Thames, to be obtained Junction by the Means and according to the Powers, Provisions, and Regulations contained in the said recited Acts of the Fifty-second, Fifty-third, and Fifty-sixth Years of His present Majesty's Reign, respecting the obtaining such Water for the Supply of the Regent's Canal and the Grand Junction Canal, or either of them, or by such other Means, and according to such other Powers, as the said Company of Proprietors shall or may at any Time or Times hereafter lawfully have or exercise respecting the obtaining Water from the said River Thames.

Canal Company to sup-Waterworks Company.

II. And be it further enacted, That when the said Company of Pro- The Grand prietors of the Regent's Canal shall, by such sufficient Ways and Means Junction as shall be agreed to by the said Grand Junction Waterworks Company, Waterhave conveyed the Water from the River Thames to the Waterworks of supplied the said Grand Junction Waterworks Company in the said Parish of from the Paddington, and after the said Grand Junction Waterworks Company Thames inand the said Regent's Canal Company shall have given Notice thereof stead of the jointly or severally, in Writing under their Common Seals, to the said Company of Proprietors of the Grand Junction Canal, it shall and may Canal to be be lawful to and for the said Grand Junction Waterworks Company, anything in the said recited Act of the Fifty-first Year of His present Majesty's from the Reign to the contrary notwithstanding, wholly to cease from taking any tion Canal Supply of Water from the said Company of Proprietors of the Grand at Pad-Junction Canal, or from and out of any Part or Parts of the said Grand dington. Junction Canal, or of the said navigable Cut therefrom to Paddington, or from and out of any Reservoirs, Feeders, or other Works connected therewith or belonging thereto; and that it shall and may be lawful to and for the said Company of Proprietors of the Regent's Canal thereupon to be supplied by the said Grand Junction Canal Company with Water from and out of the said navigable Cut to Paddington, for the Purposes of the Navigation of the said Regent's Canal and the Cuts therefrom, but for no other Purpose whatsoever, in such Manner and subject to such Regulations, Conditions, and Restrictions as shall be settled and agreed upon between the said Grand Junction Canal Company and the said Regent's Canal Company; and that the Water so to be supplied from the River Thames by the said Regent's Canal Company shall be deemed and taken Local.

Canal, and the Regent's supplied Grand Juneto be in substitution for and in lieu of, and in exchange for, the Water contracted to be supplied to the said Grand Junction Waterworks Company, from and out of the said Grand Junction Canal and Cut to Paddington, and other the Waters in the Power of the said Grand Junction Canal Company; and the said Grand Junction Waterworks Company shall, from and after such Notice or Notices, cease to have, or be entitled to have, any Control over or Communication by any Pipe or Pipes, or otherwise howsoever, with the Waters of the said Grand Junction Canal and Cuts, or the Reservoirs, Feeders, and other Works supplying the same with Water, and thereupon it shall and may be lawful to and for the said Company of Proprietors of the Grand Junction Canal to take up and remove any Pipe or Pipes communicating with the Waters of the said Canal; anything in the said recited Act of the Fifty-first Year of His present Majesty's Reign contained to the contrary notwithstanding.

Authorizing Regent's Canal Company to convey Water to Grand Junction Water-works Company.

III. And be it further enacted, That when and so soon as the said Works to be made by the said Company of Proprietors of the Regent's Canal, for the Supply of Water to the said Grand Junction Waterworks, shall be completed, it shall and may be lawful for the said Company of Proprietors of the Regent's Canal by such Mode of Conveyance as by the said Act of the Fifty-second Year of His present Majesty's Reign, intituled 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, is directed for the Conveyance of Lands, by the said Company of Proprietors of the Regent's Canal, absolutely and effectually to convey and assure to the said Grand Junction Waterworks Company, and their Successors, all the Estate and Interest of the said Regent's Canal Company in the Engines, Buildings, and other Works to be made and constructed for the Purposes aforesaid; and in the Land or Ground on which the same shall be constructed or erected. or which shall be taken or occupied for the Purposes of such Works; which said Buildings, Works, Land, and Premises the said Grand Junction Waterworks Company are hereby authorized to hold and enjoy to them and their Successors and Assigns for ever, notwithstanding the Statutes of Mortmain.

Empowering the Grand
Junction
Waterworks Company to use Water
from the River
Thames.

IV. And be it further enacted, That from and after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, it shall be lawful for the said Grand Junction Waterworks Company, their Successors and Assigns, to draw Water from the said River Thames, by Means of and to receive the same into the several Works so to be transferred, or now belonging to them, not exceeding Forty thousand Tons in every Twenty-four Hours, by Means of one or more Steam Engine or Engines calculated to raise the said Quantity of Forty thousand Tons, and no more, in each and every Twenty-four Hours, and to apply such Water for the Use and Benefit of the Grand Junction Waterworks Company, they the said Grand Junction Waterworks Company at all Times maintaining and keeping in good Repair

Repair and Condition, under the Direction and to the Satisfaction of the Clerk of the Works employed by the City of London on the River Thames, the several Pipes, Trunks, Frames, Buoys, and other Works which shall have been constructed by the said Regent's Canal Company, in pursuance of any Agreement or Arrangement with the Mayor and Commonalty and Citizens of the City of London, for the Purpose of obtaining a Supply of Water from the said River Thames.

V. Provided always, and be it further enacted, That nothing in this No Water to Act, or in the said recited Acts or any of them contained, shall authorize from the or empower the said Company of Proprietors of the Regent's Canal to Thames by take any Supply of Water from the River Thames above London Bridge, Regent's after they shall have executed the Conveyance to the Grand Junction Waterworks Company herein-before mentioned.

VI. And be it further enacted, That after the Completion of the said Works, and the Conveyance or Transfer thereof to the said Grand Junction Waterworks Company as aforesaid, the said Grand Junction Waterworks Company shall pay to the said Mayor and Commonalty and Shillings by Citizens of the City of London, their Successors, Collectors, or Assigns for ever, the annual Rent or Sum of Five Pounds and Five Shillings, payable by the said Company of Proprietors of the Regent's Canal to the said Mayor and Commonalty and Citizens of the City of London, for or in respect of works Comthe said Works, or some of them, the First Payment to commence and be City of made on the Day next succeeding such Conveyance or Transfer on which London. the same Rent or Sum ought to be paid by the said Company of Proprietors of the Regent's Canal, and from thenceforth the said Regent's Canal Company shall cease to be charged with the said annual Rent, any Law or Statute to the contrary notwithstanding; and such annual Rent or Sum shall be and the same is hereby charged upon and made payable by and may be recovered from the said Grand Junction Waterworks Company, by Action of Debt, or on the Case, in any of His Majesty's Courts of

Record at Westminster.

Canal Company after Conveyance,

Payment of an annual Sum of Five Pounds Five. the Grand Junction Water-

VII. And be it further enacted, That all the Powers and Authorities Powers of contained in the said recited Act passed in the Thirty-third Year of His present Majesty's Reign, 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 Middlesex in the County of Middlesex, and also certain collateral Cuts from the said intended Canal; and also all the Powers and Authorities contained in the said recited Act passed in the Thirty-fifth Year of His present Majesty's Regent's Reign, intituled An Act for making a navigable Cut from the Grand Canal. Junction Canal in the Precinct of Norwood in the County of Middlesex to Paddington in the said County, so far as the same relate to the making and preserving Reservoirs, Feeders, and other Works within the County of Middlesex, for the procuring and supplying Water for the Use of the said Grand Junction Canal and navigable Cut, may be exercised and carried into effect by the said Company of Proprietors of the Grand Junction Canal, for the Purpose of enabling them to supply Water for the Use of

33 & 35 G. 3. so far as relates to Reservoirs to be exercised on behalf of the

Manner as shall be agreed upon between the said Grand Junction Canal Company and Regent's Canal Company; but under such Rules and Regulations as by the said recited Acts of the Thirty-third and Thirty-fifth Years of His present Majesty's Reign are provided and directed for the Exercise of such Powers and Authorities on behalf of the said Grand Junction Canal.

Authorizing
the Supply
of the Regent's Canal
from all the
Reservoirs,
&c. of the
Grand Junction Canal.

VIII. And be it further enacted, That it shall and may be lawful to and for the said Company of Proprietors of the Grand Junction Canal to feed and supplythe said Regent's Canal Navigation with Water from the Long Level of the said Grand Junction Canal and navigable Cut to Paddington, or from any Reservoir or Reservoirs, Feeder or Feeders, made or to be made and maintained by the said Company of Proprietors of the Grand Junction Canal by virtue and Authority of this Act, or any of the before-recited Acts; and it shall and may be lawful to and for the said Company of Proprietors of the Regent's Canal (by and with the Consent of the said Company of Proprietors of the Grand Junction Canal, from Time to Time, and at all Times after the said Works shall have been completed by the said Regent's Canal Company, for the Supply of the said Grand Junction Waterworks from the River Thames, and Notice thereof given as herein directed) to have and take into and supply the said Regent's Canal for the Purposes of Navigation only, but for no other Purpose, from the said Long Level, or from the Ruislip Reservoir, or from any Feeders to the said Level, or from any other Reservoir or Reservoirs, Feeder or Feeders, made or to be made as aforesaid, such Quantity or Quantities of Water, and under such Rules and Regulations, Provisoes, and Restrictions as shall from Time to Time be settled and agreed upon between the said Company of Proprietors of the Grand Junction Canal and the said Company of Proprietors of the Regent's Canal.

Protecting the Waters of the River Colne. IX. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to defeat, abridge, alter, or affect any of the Provisions or Regulations relating to the River Colne, contained in the said recited Act of the Fifty-second Year of His present Majesty's Reign, intituled An Act to explain, amend, and entarge the Powers of certain Acts passed for making and maintaining the Grand Junction Canal.

Reserving certain annual Rents to be paid by the Regent's Canal Company to the Grand Junction Canal Company.

X. And whereas by the said recited Act of the Fifty-first Year of His present Majesty's Reign, the said Company of Proprietors of the Grand Junction Canal are entitled to receive from the said Grand Junction Waterworks Company the several yearly Rents or Sums of Six hundred Pounds One thousand two hundred Pounds, and Two thousand Pounds, payable as therein mentioned, and also the further contingent Rents and Fines therein mentioned; and it hath been agreed that the said Grand Junction Waterworks Company shall be released from all Rents and Fines payable under the said recited Act, and that the said Company of Proprietors of the Regent's Canal, as a Consideration for the Supply of Water hereby provided, shall pay the several Rents or Sums herein-after mentioned; be

it therefore enacted, That so soon as the said Company of Proprietors of the Regent's Canal shall have supplied the said Grand Junction Waterworks Company with Water from the River Thames, and Notice thereof shall have been given as herein-before mentioned and directed, and the said Company of Proprietors of the Regent's Canal shall have received their Supply of Water from the said Grand Junction Canal instead of such Supply from the Grand Junction Canal to the Grand Junction Waterworks, they the said Company of Proprietors of the Regent's Canal, their Successors and Assigns, shall and they are hereby required to pay or cause to be paid to the said Company of Proprietors of the Grand Junction Canal, or their Successors, or such Person or Persons as they from Time to Time shall appoint to receive the same, in consideration of such Supply of Water from the Grand Junction Canal, the clear yearly Rents or Sums following; that is to say, the yearly Rent or Sum of Six hundred Pounds, to continue until the First Day of January One thousand eight hundred and twenty-one, and the yearly Rent or Sum of One thousand two hundred Pounds, to commence on the First Day of January One thousand eight hundred and twenty-one, and to continue until the First Day of January One thousand eight hundred and twenty-six, and the yearly Rent or Sum of Two thousand Pounds, to commence on the First Day of January One thousand eight hundred and twenty-six, and to continue thenceforth yearly for ever; which said several yearly Rents or Sums shall be paid in good and lawful Money of the United Kingdom of Great Britain and Ireland current in Great Britain, free and clear of and from all and all manner of Parliamentary, Parochial, or other Deductions on any Account whatsoever, and by quarterly Payments, at the principal Office for the Time being of the said Company of Proprietors of the Grand Junction Canal, on the First Day of April, the First Day of July, the First Day of October, and the First Day of January in every Year; the First Payment of the said Rents to become due and be made on such of the said Quarter Days as shall next happen after the said Notice.

XI. And be it further enacted, That in case the said yearly Rents or Powers to re-Sums of Six hundred Pounds, One thousand two hundred Pounds, and cover Rents Two thousand Pounds herein-before directed to be paid by the said Com- in arrear. pany of Proprietors of the Regent's Canal, or any quarterly Payment thereof, shall not be paid within Twenty-one Days next after the same shall respectively become due and payable as aforesaid, it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, by an Order under their Common Seal, to appoint One or more Person or Persons to enter in and upon all or any of the Toll Houses and Places appointed for receiving or collecting the Rates and Tolls of the said Regent's Canal Company, and there to collect and receive, for the Use of the said Company of Proprietors of the Grand Junction Canal, the said Rates and Tolls granted and made payable to the said Company of Proprietors of the Regent's Canal, and every Person so appointed shall be deemed a Collector of the said Rates and Tolls, and shall have the same Power and Authority for collecting the same as if appointed by the said Company of Proprietors. of the Regent's Canal, until all Rents in arrear, together with the Costs Local.

and Charges of receiving and recovering the same, shall be fully paid and satisfied, and before any other Debt or Demand on the said Company of Proprietors of the Regent's Canal shall be paid, or it shall be lawful for the said Company of Proprietors of the Grand Junction Canal to sue for and recover the same Rent in arrear, with full Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record at Westminster; or otherwise it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, or such Person or Persons as they shall from Time to Time appoint in that Behalf, 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 being the Property of the said Company of Proprietors of the Regent's Canal, which shall be found upon the said Canal, or any Cut, Dock, or Basin therefrom, 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 of the Regent's Canal 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 of the Regent's Canal), and to detain and keep the same until Payment of all Arrears of the said Rent, together with the reasonable Costs, Charges, and Expenses 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 as aforesaid, such Distress shall and may be appraised and sold in such and the like Manner as the Law directs in Cases of Distress for Rent.

Grand Junction Waterworks Company to be released from Rents and Fines, &c. under 51 G.3.

XII. Provided always, and be it further enacted, That so soon as the said Grand Junction Waterworks shall be supplied from the River Thames, and Notice thereof shall have been given as aforesaid, and after the Payment of all Arrears of the said Rents or Sums of Six hundred Pounds, One thousand two hundred Pounds, and Two thousand Pounds reserved by and then due from the said Grand Junction Waterworks Company, under the said recited Act of the Fifty-first Year of His present Majesty's Reign, they the said Grand Junction Waterworks Company shall from the Day of such Notice and Payment of such Arrears be released from all further Payments in respect of Rents and Fines payable under the same recited Act, and from all Covenants, Conditions, Sums of Money, Matters, and Things which the said Company of Proprietors of the Grand Junction Canal could have required or now have any Right to require to be paid, observed, performed, and kept by the said Grand Junction Waterworks Company in case this Act had not passed, and also from all Right, Title, and Interest of the said Company of Proprietors of the Grand Junction Canal (except as Owners and Lessors thereof) to and in the Reservoirs, Steam Engine, and Engine House at Paddington, Mains, and all other the Works now in the Possession of and belonging to the said Grand Junction Waterworks Company in the Parish of Paddington or elsewhere.

Grand Junction Canal Company to XIII. And be it further enacted, That from the Day of such Notice to be given as last aforesaid, the said Company of Proprietors of the Grand Junction

Junction Canal shall be released from all Covenants, Conditions, Sums of be released Money, Matters and Things, Claims and Demands whatsoever which the from all said Grand Junction Waterworks Company could have otherwise re- Claims under quired to be observed, performed, and kept, or could have otherwise made, demanded, or recovered by, of, or from the said Company of Proprietors of the Grand Junction Canal on account of the said Ruislip Reservoir, or on any account whatsoever, under or by virtue of the said recited Act of the Fifty-first of His present Majesty's Reign, or otherwise howsoever.

XIV. And whereas the said Company of Proprietors of the Grand Repealing Junction Canal have, in consideration of the Payments to be made to them by the said Company of Proprietors of the Regent's Canal, agreed to exonerate the said Regent's Canal Company from all Claims made or to be made by the said Grand Junction Canal Company in respect of their Wharfs and Premises at Paddington aforesaid: Be it therefore further wharts and Premises at Pagaington aloresald. De it included Wharfs at enacted, That so much of the said recited Act passed for making the said Paddington. Regent's Canal, as requires that in case the said Company of Proprietors of the Grand Junction Canal should not, at the Expiration or other sooner Determination of the several and respective Terms granted by the then existing Leases of the said Wharfs and Premises, be able to relet the said Wharfs and Premises therein respectively comprised at double the Amount of the Rents reserved for the same respectively by virtue of the then subsisting Leases thereof, the said Company of Proprietors of the Regent's Canal should pay the Amount of the Difference to the said Company of Proprietors of the Grand Junction Canal, shall be repealed, when and so soon as the said Notice herein-before mentioned shall have been given to the said Company of Proprietors of the Grand Junction Canal as directed by this Act, and so soon as the said Regent's Canal shall be supplied with Water by the said Company of Proprietors of the said Grand Junction Canal, under such Rules and Regulations as shall have been previously agreed upon.

certain Sections in 52 G.3. c.195. relating to double Rents of certain

XV. And whereas in and by the said recited Act of the Fifty-second Repealing Year of His present Majesty's Reign, it is, amongst other things, enacted, that before any Boat, Barge, or other Vessel shall be permitted to pass from the Grand Junction Canal and navigable Cut therefrom into and upon the said Canal to be made by virtue of the said Act, or from the last-mentioned Canal into or upon the said Grand Junction Canal and navigable Cut therefrom, a regulating Pound or Stop Lock shall be, by and at the Expense, Costs, and Charges of the Company of Proprietors thereby incorporated, erected and built and for ever thereafter repaired and maintained on the said Canal to be made by virtue of the said 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 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: And whereas a regulating Pound or Stop Lock has been made on the Summit Level of the said Regent's

certain Sections in 52 G.3. c. 195. respecting the Supply of a Stop Lock with Water.

Regent's Canal in pursuance of the said recited Act passed for making the said Regent's Canal, and hereby required to be continued, but after the said Regent's Canal shall be supplied with Water from and out of the said Long Level of the said Grand Junction Canal and navigable Cut therefrom by virtue of this Act it will not be required that such Stop Lock should be used as a regulating Pound, or that the Water therein should be kept at the Height required by the said Act: Be it therefore further enacted, That when and so soon as the aforesaid Notice shall have been given to the said Company of Proprietors of the Grand Junction Canal, and the said Regent's Canal shall be so supplied with Water by the said Company of Proprietors of the Grand Junction Canal under such Rules and Regulations as shall have been previously agreed upon, then so much of the said recited Act passed for making the said Regent's Canal as relates. to the making and maintaining the said Stop Lock as a regulating Pound, and to the Height or Quantity of the Water to be kept therein; and also so much of the said Act whereby it is enacted, that if at any Time or Times such Water in the said regulating Pound or Stop Lock shall not be at least Six Inches 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 the said 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, shall be repealed.

Stop Lock to be vested in the Grand Junction Canal Company.

XVI. And be it further enacted, That the Stop Lock which has been so as aforesaid erected or made on the Summit Level of the said Regent's Canal shall at all Times hereafter during the Continuance of the Agreement hereby intended to be established between the said Companies be maintained and used as a Stop Lock for the Preservation of the Water of the said Grand Junction Canal, and shall be under the sole Control and Management of the Company of Proprietors of the said Grand Junction Canal, and shall be maintained and kept in repair at their Costs and Charges; and the said Company of Proprietors of the Grand Junction Canal shall and may have and they are hereby invested with all such Powers and Authorities for the Protection and Preservation and proper Use of the said Lock and the Works belonging thereto, and for the Prevention and Punishment of Injuries to the same, as are given to or vested in them for the Protection and Preservation and proper Use of all or any of the Locks on the said Grand Junction Canal.

For ascertaining the Depth of Water in the Canals.

XVII. And be it further enacted, That for the Purpose of ascertaining the Depth of Water in the Paddington Long Level, and in the said Summit Level of the Regent's Canal, proper and sufficient Marks or Water Gauges shall under the Direction of the Engineer for the Time being of the said Grand Junction Canal be affixed, and at all Times kept distinct and visible in proper Situations on or near the said Stop Lock, and on or

near

near the Summit Lock of the Regent's Canal, in the Parish of Saint Pancras, near the Hampstead Road, which said Marks or Gauges shall plainly and distinctly point out and show a Height or Depth of Four Feet Six Inches, measured from the Top Surface of the Mitre or Upper Gate Sills, to be fixed in the said Locks respectively by the said Engineer.

XVIII. And be it further enacted, That if at any Time during the Regulating Continuance of the Agreement hereby intended to be established between the said Grand Junction Canal Company and the Regent's Canal Company, the Depth of Water in the said Paddington Long Level, and the Stop Lock. said Summit Level, as ascertained by the said Mark or Water Gauge at the said Summit Lock, near the *Hampstead Road*, shall be less than Four Feet Six Inches, the said Company of Proprietors of the Grand Junction Canal shall, by some Clerk or Agent in their Employ, give or cause to be given Notice thereof to some Agent or Clerk of the said Regent's Canal Company at their Office; and after the Expiration of Twenty-four Hours from the Delivery of such Notice, or in case the said Regent's Canal Company shall not work Side Ponds at the said Summit Lock of at least equal Capacity to the Side Ponds of the Norwood Upper Lock on the said Grand Junction Canal at the Expiration of Six Hours from the Delivery of such Notice, or in case the Height or Depth of Water shall be Four Inches below the said Mark or Height of Four Feet Six Inches at the Hampstead Road Summit Lock, or in case the said Mark or Water Gauge at such Summit Lock shall be defaced or altered, and the Water shall be Four Inches below the Mark, or Height of Four Feet Six Inches at the said Stop Lock, then and in either of the said last-mentioned Cases, immediately after the Delivery of such Notice as aforesaid, it shall and may be lawful to and for the said Company of Proprietors of the Grand Junction Canal, and they are hereby empowered, by shutting the Gates of the said Stop Lock, and by all other lawful Ways and Means, to prevent any Boats, Barges, Trade, or Water, from passing from the Grand Junction Canal into the Regent's Canal, or from the Regent's Canal into the Grand Junction Canal, until the Water in the said Paddington Long Level, and Summit Level, shall again be raised to the Height of Four Feet Six Inches, to be ascertained by the said Marks at the said Stop Lock and Summit Lock, and also that the said Grand Junction Canal Company may erect any Stop Gate, Stank, or Work whatsoever, near the said Stop Lock, so as to prevent the Water from passing out of the said Paddington Long Level into the said Regent's Canal whilst the Water in the said Paddington Long Level, and Summit Level of the said Regent's Canal, is below Four Feet Six Inches, to be ascertained by the said Mark at the said Summit Lock, subject nevertheless to the Provisions aforesaid, provided that when the Water shall be lower than Four Feet Six Inches, to be ascertained as aforesaid, it shall be lawful for the said Company of Proprietors of the Grand Junction Canal, at their Discretion from Time to Time as they shall think fit, to permit the Trade, or any Part thereof, to pass to and from the said Regent's Canal through the said Stop Lock during the Time the said Stoppage is authorized to be made as aforesaid at the said Stop Lock.

the Mode of navigating through the

In what Cases the Water shall be taken and used by the Regent's Canal Company.

XIX. Provided always, and be it further enacted, That at all Times from and after the giving of the aforesaid Notice by the said Grand Junction Waterworks Company, and the said Company of Proprietors of the Regent's Canal, to the said Company of Proprietors of the Grand Junction Canal, and when and so long as the Water in the said Summit Level of the said Regent's Canal, shall be above the said Mark to be fixed on or near the said Summit Lock, denoting the said Height of Four Feet Six Inches above the Top Surface of the Upper Gate Sill to be made at the said Summit Lock, the said Company of Proprietors of the Grand Junction Canal shall permit the Trade to pass through the said Stop Lock, and also allow and permit the Water to be drawn down through the said Stop Lock, and the said Summit Lock, for the Use of the Trade below, and further down the said Summit Lock, freely and uninterruptedly under the Direction of the said Company of Proprietors of the Regent's Canal.

Penalty on wilfully letting off any Water, &c.

XX. Provided always, and be it further enacted, That in case the said Company of Proprietors of the Regent's Canal, or their Assigns, or any Person or Persons acting by or under their Authority, or under the Direction of any Agent or Agents of the said Company, or their Assigns, shall at any Time, contrary to the Provisions in this Act contained, wilfully let off any Water from the said navigable Cut to Paddington, whenever the Water in the said Summit Level shall be lower than Four Feet Six Inches, to be ascertained by the said regulating Mark or Water Gauge denoting the said Level at the said *Hampstead Road* Lock, or shall remove, alter, or deface the regulating Marks or Water Gauges hereby directed to be fixed, or any or either of them, or shall alter or otherwise injure the said Summit Hampstead Road Lock, or the said Stop Lock, or the Weirs, or other Works thereof or connected therewith, or the Stop Gates or Stanks hereby authorized to be made as aforesaid, or shall wilfully do any other Act or Acts whereby or by means whereof the Supply of Water in the said navigable Cut shall or may be diminished, diverted, or altered contrary to the Intent and Meaning of this Act, or shall wilfully obstruct, hinder, or prevent any Person or Persons to be appointed by and on behalf of the said Company of Proprietors of the Grand Junction Canal for the Management and Superintendence of the said Stop Lock, Stop Gates, Stanks, and other Works made or to be made as aforesaid, or for the making, maintaining, or repairing thereof in the Execution of his or their respective Duties, then and in every such Case the said Company of Proprietors of the Regent's Canal shall for each and every such Offence forfeit and pay to the said Company of Proprietors of the Grand Junction Canal the Sum of One hundred Pounds, to be recovered by Action of Debt, or on the Case, in any of His Majesty's Courts of Record at Westminster.

Repealing certain Sections in 52 G. 3. c. 195. regulating the Supply of the Regent's Canalhighest Level with Water.

XXI. And whereas in and by the said Act of the Fifty-second Year of His present Majesty's Reign it is also provided and 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 by the said Act incorporated shall not bring or suffer to be brought more Water into the said navigable Cut than shall be necessarily used for the passing

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; and it is by the said Act further provided and enacted, that in case the said Company of Proprietors by the said Act incorporated shall not at all Times, and in manner directed by the said Act, at their own Expense, 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 the said 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 thereby empowered to stop and prevent any navigable Communication between the said navigable Cut and the said Canal to be made by virtue of the said Act, until the said Company of Proprietors thereby 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 the said Act, or shall have made the said Canal wholly navigable to the said River Thames; and it is in and by the same Act further provided and enacted, that the said Company thereby 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 thereby 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 it is in and by the same Act further provided and enacted, that it shall and may be lawful for the said Grand Junction Waterworks 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 Headway into such regulating Pound or Stop Lock as aforesaid shall have previously entered the said Regent's Canal; and whereas the Arrangement so agreed upon by and between the said several Companies for an Interchange and Transfer of Water between them as aforesaid will render the several Provisions herein-before recited from the said Act of the Fifty-second Year of His present Majesty's Reign unnecessary and inapplicable to the Circumstances of the said several Companies under such proposed Arrangement: Be it therefore further enacted, That when and so soon as the aforesaid Notice shall have been given to the said Company of Proprietors of the Grand Junction Canal, and the said Regent's Canal shall be so supplied with Water by the said Company of Proprietors of the Grand Junction Canal, under such Rules and Regulations as shall have been previously agreed upon, then and from thenceforth the several Provisions and Enactments of the said Act of the Fifty-second Year of His present Majesty's Reign which are lastly herein-before recited shall be repealed. XXII. Pro-

Clerks and
Treasurers of
the Grand
Junction
Canal Company not to
be the same
Persons.

XXII. Provided always, and be it further enacted, That it shall not be lawful for the said Company of Proprietors of the Grand Junction Canal to continue or to appoint the Person or Persons who has or have been or may be appointed to act as their Clerk or Clerks in the Execution of the said recited Acts and this Act, so far as the same relate to the said Grand Junction Canal Company, or the Partner or Partners of any such Clerk or Clerks, the Treasurer or Treasurers for the Purposes of the said recited Acts or this Act, so far as the same relate to the said Grand Junction Canal Company, or to continue or to appoint the Person or Persons who has or have been or may be appointed Treasurer or Treasurers, or the Partner or Partners of any such Treasurer or Treasurers, the Clerk or Clerks to the said Company of Proprietors of the Grand Junction Canal for executing the said recited Acts and this Act, so far as the same relate to the said Grand Junction Canal Company; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes aforesaid, or if any Person being the Partner of any such Clerk shall act as Treasurer, or being the Partner of any such Treasurer shall act as Clerk, in the Execution of the said recited Acts or of this Act, so far as the same relate to the said Grand Junction Canal Company, every Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered in any of His Majesty's Courts of Record at Westminster, by Action of Debt, or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Clerks and
Treasurers
of the Grand
Junction
Waterworks
Company
not to be
the same
Persons.

XXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Grand Junction Waterworks Company to continue or to appoint the Person or Persons who has or have been or may be appointed to act as their Clerk or Clerks in the Execution of the said recited Acts and this Act, so far as the same relate to the said Grand Junction Waterworks Company, or the Partner or Partners of any such Clerk or Clerks, the Treasurer or Treasurers for the Purposes of the said recited Acts and this Act, so far as the same relate to the said Grand Junction Waterworks Company, or to continue or to appoint the Person or Persons who has or have been or may be appointed Treasurer or Treasurers, or the Partner or Partners of any such Treasurer or Treasurers, the Clerk or Clerks to the said Grand Junction Waterworks Company for executing the said recited Acts and this Act, so far as the same relate to the said Grand Junction Waterworks Company; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes aforesaid, or if any Person being the Partner of any such Clerk shall act as Treasurer, or being the Partner of any such Treasurer shall act as Clerk, in the Execution of the said recited Acts or of this Act, so far as the same relate to the said Grand Junction Waterworks Company, every Person so offending shall for every such Offence forfeit and pay the Sum of Fifty Pounds to any Person or Persons who shall sue for the same, to be recovered in any of His Majesty's Courts of Record at Westminster, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

XXIV. Provided always, and be it further declared and enacted, That Saving the nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, sioners of Powers, or Authorities vested in the Commissioners of Sewers for the City Sewers. and Liberty of Westminster and Part of the County of Middlesex; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been made.

Rights of Commis-

XXV. Provided nevertheless, and be it further enacted, That before the Limiting the said Commissioners of Sewers shall put any of such Powers into execution, Powers of in any Place where it may become necessary to stop or impede the Trade of the said navigable Cut or Canal to Paddington, they shall (unless in Cases of Accidents by Floods or other Causes) give Three Months Notice in Writing at the principal Office of the said Grand Junction Canal Com- Culverts repany of such Intention (except at the customary yearly Stoppages of Seven pairing under Days), and shall not impede the Navigation of the said Canal more than Ten Days at any one Time, except in case of the rebuilding, altering, or repairing of the Bayswater Culvert, when it shall be lawful to impede the Navigation of the said Canal for such Period as shall be necessary for the repairing, altering, or rebuilding of such last-mentioned Culvert, not exceeding Twenty Days at any one Time: Provided always, that the Works to be executed shall be done with due Despatch, and in such Manner as not to alter the Depth of the Canal, and so that the said Canal shall not in any Manner be rendered more subject to Leakage than before such Works were commenced.

Commissioners of Sewers to stop the Trade whilst

XXVI. Provided also, and be it further enacted, That it shall not be Commissionlawful for any Commissioners of Sewers, or any Person or Persons acting ers not to inunder their Authority, to prevent or impede, or in any Manner to con- terfere with under their Authority, to prevent of impede, of in any Mannet to continue the Waters trol or interfere with the making of the Reservoirs, Feeders, and other of Grand Works to be made by virtue of the said recited Acts or of this Act, or in Junction any Manner to control or interfere with the Management thereof, or to Canal. injure the said Grand Junction Canal or navigable Cut therefrom to Paddington, or any of the Works belonging thereto, or to take away, divert, use, or draw off any of the Water of or flowing into the said Canal and Cut, or either of them, or any of the Reservoirs or Feeders thereof or belonging thereto otherwise than as herein-before mentioned.

XXVII. Provided always, and be it further enacted, That nothing in Act not to this Act contained shall extend or be construed to extend to give to the give further said Companies any further or other or greater Powers in relation to any lating to the of the Lands, Estates, or Property, or Springs or Conduits of Water Property of belonging to the See of London, or to the Trustees thereof for the Time the Bishop being, situate in the Parish of Paddington, than are granted to the said Regent's Canal Company by the said recited Acts of the Fifty-second, Fifty-third, and Fifty-sixth Years of His present Majesty respectively, and by an Act passed in the present Session of Parliament, intituled An Act for altering and amending the several Acts passed for making a Canal from the Grand Junction Canal in the Parish of Paddington, to the River Thames in the Parish of Limehouse in the County of Middlesex.

of London at Paddington.

Expenses of the Act.

XXVIII. And be it further enacted, That the Charges and Expenses attending the obtaining and passing of this Act shall be paid by the said Company of Proprietors of the Grand Junction Canal, the Company of Proprietors of the Regent's Canal, and the said Grand Junction Waterworks Company in equal Shares and Proportions.

Public Act.

XXIX. 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.

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