



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. xcv.

An Act for extending the Line of the Railway between *London* and *Blackwall* called "The Commercial Railway;" and for amending the Acts relating thereto. [17th August 1839.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from the Minories to Blackwall, with Branches, to be called "The Commercial Railway,"* and by the said Act several Persons were incorporated by the Name and Style of "The Commercial Railway Company," for carrying into execution the said Undertaking: And whereas another Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act to amend the Act relating to the Commercial Railway Company:* And whereas it is expedient that Power should be given to the said Company to make an Extension of the said Railway, commencing by a Junction with the said Railway near the *Minories* aforesaid to or near *Fenchurch Street* in the Parishes of *Saint Olave Hart Street, Saint Katherine Coleman, and Allhallows Staining Mark Lane,* in the City of *London,* or some or One of them: And whereas it is also expedient that some of the Powers and Provisions contained in the said recited Acts should be altered, amended, and enlarged, and that further Powers should be

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[Local.] 28 Y granted

Powers of recited Acts extended to this Act, except as hereby altered.

granted to the said Company; but the several Purposes aforesaid 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Privileges, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Acts (except such of them or such Parts thereof respectively as are repealed, altered, or otherwise provided for) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, and of the said recited Acts as altered and amended by this Act, as fully and effectual, to all Intents and Purposes whatsoever, as if the same Powers, Authorities, Privileges, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Name of the Company changed.

II. And be it further enacted, That from and after the passing of this Act the Company by the said first-recited Act incorporated shall no longer be called by the Name of "The Commercial Railway Company," but the same Company shall be called and known and continue to be incorporated and have Continuance by the Name of "The *London and Blackwall* Railway Company," and by that Name shall and may keep and have perpetual Succession and a Common Seal, and sue and be sued, and have, hold, retain, use, and exercise all such and the same Lands, Tenements, Hereditaments, Tolls, Sums of Money, Credits, Debts, Duties, Penalties, Contracts, Goods and Chattels, Powers, Authorities, Rights, Privileges, Liberties, Profits, and Advantages, which at any Time before or at the Time of the passing of this Act had been purchased by or contracted with or granted or did belong or were due to the said Commercial Railway Company, or which they the said Company did possess or were entitled to, save and except such of them or such Parts thereof as are in and by this Act expressly restricted or repealed; and the said Railway shall from thenceforth likewise be called "The *London and Blackwall* Railway."

The Change of the Name of the Company not to affect any Proceedings relative thereto.

III. Provided always, and be it further enacted, That no Action, Suit, Bill, Process, Writ, Indictment, Information, or any other Proceeding, whether Civil or Criminal, which at or immediately before the passing of this Act had been commenced and was then pending, whether at the Suit or Instance of the said Commercial Railway Company against any other Corporation or against any Person, or at the Suit or Instance of any other Corporation or of any Person against the said Commercial Railway Company, shall abate, determine, or be otherwise impeached or affected for or by reason of the aforesaid Change of the Name of the said Commercial Railway Company; nor shall any Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ or other Process, Record, Deed,

Deed, Contract, Agreement, Writing, or Instrument, that shall have been or shall be made, issued, written, or commenced, be deemed to be vacated, discharged, invalidated, prejudiced, or affected by reason of the said Company or Railway being therein respectively called by the Name of the Commercial Railway Company or the Commercial Railway; and it shall not be necessary in any Bill, Suit, Indictment, Information, Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ or other Process, nor in any Record, Deed, Contract, Agreement, Writing, or other Instrument or Matter, to aver that the said Company had been called or known, from the Time of the passing of the said first-recited Act until the Time of the passing of this Act, by the Name of the Commercial Railway Company, or that the said Railway had been called or known within that Period by the Name of the Commercial Railway, and that by this Act the Names of the said Company and Railway were changed as aforesaid, and that after the passing of this Act the said Company hath been called and known by the Name of "The *London and Blackwall* Railway Company," and the said Railway by the Name of "The *London and Blackwall* Railway," but it shall be deemed true, lawful, and sufficient therein to aver the Style and describe the said Company by the Name of "The *London and Blackwall* Railway Company," and the said Railway by the Name of "The *London and Blackwall* Railway," in the same Manner as if the said Company in and by the said first-recited Act had been originally incorporated, called, or known by the Name of "The *London and Blackwall* Railway Company," and as if the said Railway had been called and known by the Name of "The *London and Blackwall* Railway."

IV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make an Extension of the said Railway, and for that Purpose to make and maintain the said Railway and the Works connected therewith, in the Manner and according to the Plan and Section deposited as herein-after mentioned, subject to the Powers of Deviations herein-after mentioned, in the Line or Course, and upon, across, and under or over the Lands delineated in the Plans and described in the Books of Reference deposited as herein-after mentioned with the respective Clerks of the Peace for the City of *London* and the County of *Middlesex*, except as herein-after excepted; that is to say, commencing near the *Minories* in the Parishes of *Saint Botolph without Aldgate* and *Saint Mary Whitechapel* otherwise *Saint Mary Matfellow* in the City of *London* and County of *Middlesex* respectively, and passing from, through, or into the several Parishes of *Saint Mary Whitechapel* otherwise *Saint Mary Matfellow* in the County of *Middlesex*, and *Saint Botolph without Aldgate*, *Saint Olave Hart Street*, *Allhallows Barking*, *Saint Katherine Coleman*, and *Allhallows Staining Mark Lane*, and *Saint Gabriel Fenchurch*, in the City of *London*, and terminating at or near *Fenchurch Street* in the Parishes of *Saint Olave Hart Street*, *Saint Katherine Coleman*, and *Allhallows Staining Mark Lane*, in the said City of *London*, or some or One of them: Provided always, that nothing in this Act contained shall authorize or empower the said Company to erect any stationary or other Steam Engine in the City of *London*, except it be at least

Power to extend the Railway from the *Minories* to *Fenchurch Street*.

One

One hundred and sixty Feet East from the Front of the Houses on the Eastern Side of the *Minories*, or to use within the said City of *London* any locomotive or other Steam Engines, except as aforesaid.

Plans, Sections, and Books of Reference to remain in the Custody of the Clerks of the Peace.

V. And whereas Maps or Plans and Sections describing the Line and Section of the Extension of the said Railway herein-before mentioned, and the Lands upon or through which the same and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto, have been deposited with the respective Clerks of the Peace for the City of *London* and County of *Middlesex*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference so deposited shall remain with and be kept by the said respective Clerks of the Peace as Evidence of the Manner, Level, and Plan in, at, and by which the Extension of the said Railway shall be executed, subject to the Powers of Deviation herein-after contained; and all Persons interested in any Manner in such Lands shall have Liberty, at all reasonable Times, to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the said Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference may be, for every Inspection, the Sum of One Shilling, and for Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified by the said Clerks of the Peace, or One of them, shall be and they are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Limiting Deviations from Datum Line described in the Section.

VI. And be it further enacted, That in making the said Extension it shall not be lawful for the said Company to deviate from the Levels of the said Extension, as referred to the common Datum Line described on the said Section approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or if there be no such Trustees or Commissioners without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradient of the said Extension as denoted by the said Section shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended

intended to be made at any Place the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid not marked on the said Plan or Section, so that no such Tunnel shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the said Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed on the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church some other Place to which Notices are usually affixed; and provided also, that for the Purpose of consenting to any such Deviation from the said Section, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are by the said first-recited Act and this Act capacitated to agree for the Sale of and to convey Land for the making of the said Extension, and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

VII. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve as described on the Plans so deposited with the said respective Clerks of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles on the said Plan.

Limiting
Alteration
of Curves.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension and other Works in the Line or Course, and upon, across, under, or over the Lands delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace in Petty Sessions assembled for the County or City wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said City or County, as the Case may require.

Errors or
Omissions in
the Act or
Books of Re-
ference not
to prevent
the making
of the Rail-
way.

Houses and Gardens not to be taken without Consent, unless specified in Schedule.

IX. Provided also, and be it further enacted, That it shall be lawful for the said Company to purchase and take the Property mentioned in the Schedule to this Act annexed for the Purpose of making the said Extension and the Works connected therewith, but nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-eight, other than and except such as are specified in such Schedule, without the Consent in Writing of the Owner, Lessee, and Occupier thereof respectively.

Power to deviate.

X. And be it further enacted, That the said Company, in making the said Extension, shall have full Power to deviate from the Line of such Extension as delineated on the Plans deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation as herein-before authorized shall extend to a greater Distance than Ten Yards from the Line delineated on the said Plans; nor shall any Deviation extend into any Lands not described on the said Plans, nor into the Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact of such Omission having proceeded from Mistake shall have been certified in manner herein-before mentioned.

Limiting the Period for purchasing Lands under this Act.

XI. And be it further enacted, That unless the said Company shall within the Space of Two Years, to be computed from the passing of this Act, agree for, and cause to be valued and paid for, as in this Act mentioned, the Lands which they are by this Act empowered to take or use for the Purpose of making the said Extension and other Works, the Powers hereby granted to them for taking or using any such Lands shall after the said Period of Two Years cease and be utterly void, save and except with the Consent in Writing of the Owners, Lessees, and Occupiers thereof respectively: Provided always, that the said Company shall, by a Notice to be inserted by them in the *London Gazette* within Six Calendar Months after the passing of this Act, distinguish the Houses and Lands intended to be taken or used by them for the Purposes of this Act; and no House or Land shall be taken or used by the said Company, other than those which shall be specified in such Notice, without the Consent of the Owners of and Persons interested in such Property.

Company, if required, to purchase Lands for which they shall have given Notice.

XII. And be it further enacted, That within the Space of One Year next after such Notice shall have been given in the *London Gazette* by the said Company of the Intention of the said Company to take any of the Lands, Tenements, or Hereditaments, or any Part or Parts thereof, which by this Act they are empowered to take for the Purposes of the said Railway, the said Company shall, if so required by the Owner of such Property, purchase and take the same, otherwise the Owners and other Persons interested in such Lands, Messuages, or Tenements shall not be compellable to part with the same to the said Company, but the said Company shall nevertheless be bound to purchase the same as aforesaid.

XIII. And

XIII. And be it further enacted, That if the said Extension and other Works shall not have been made and completed within the Period of Five Years, to be computed from the passing of this Act; then from and after the Expiration of the said Term of Five Years all the Powers, Authorities, and Privileges given by this Act for the making and Completion of the said Extension and other Works shall cease and determine, save only and except as to so much of such Extension and other Works as shall have been declared and certified to be completed before the Expiration of the said Period by the Justices of the Peace for the said City of *London* and for the said County of *Middlesex*, in Quarter Sessions assembled, or either of them, at any Time before the Expiration of the said Term of Five Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more credible Witnesses to be produced before such Justices for that Purpose.

If Extension of Railway and Works not completed within Time limited, the Powers to cease.

XIV. And whereas by the said first-recited Act passed in the Sixth Year of the Reign of His said late Majesty it was amongst other things enacted, that nothing in that Act contained should extend or be construed to extend to empower the Company to lay down any Iron Rails or Trams, for the Passage of Carriages for the Conveyance of Passengers or Goods, nearer than Two hundred Feet from the Eastern Side of the *Minories* in the Parish of *Saint Botolph without Aldgate*; and it was thereby enacted, that if any Person should obstruct or prevent any Person employed by the said Company in setting out the Line of the Railway thereby authorized, or engaged in the Construction thereof or of any Part thereof, or should pull up or remove any Stakes that might have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he should forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence; and it was thereby also enacted, that upon Payment of such Sums of Money as should have been agreed upon between the Parties, or awarded by a Jury in manner therein mentioned, for the Purchase of any Lands, Rent, or other Charge, or as a Compensation for any Loss or Injury to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money or Compensation respectively, within Three Calendar Months after the same should have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid could not be found, or should be absent from *England*, or should refuse to receive such Money as aforesaid, or should refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands should not be known, or should be absent from *England*, or should refuse, neglect, or be unable from Illness or otherwise to convey the same, then, upon Payment of such Money into the Bank of *England* as in the said Act directed, it should be lawful for the said Company immediately to enter up on such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, should thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of that Act; and such

Repeal of certain Provisions in first-recited Act.

Payment

Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, should operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estate Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands; and it was thereby provided, that before such Payment or Deposit in the Bank of *England* it should not be lawful for the Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of that Act, save for the Purpose of ascertaining and setting out the same for the Purposes of that Act, without the Consent of the Owners and Occupiers thereof respectively; and it was thereby further enacted, that no Action, Suit, or Information, nor any other Proceeding of what Nature soever, should be brought, commenced, or prosecuted for any thing done or omitted to be done in pursuance of that Act, or in the Execution of the Powers or Authorities or any Orders made, given, or directed in, by, or under that Act, unless Twenty Days previous Notice in Writing should be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding should be brought or commenced within Six Calendar Months next after the Act committed, or in case there should be a Continuation of Damage then within Six Calendar Months next after the doing or committing such Damage should have ceased, nor unless such Action, Suit, or Information should be laid and brought in the City, County, or Place where the Matter in dispute or Cause of Action should arise; and that the Defendant in such Action, Suit, Information, or other Proceeding might plead the General Issue, and give that Act and the special Matter in Evidence, at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of that Act; and that if they should appear to have been so done or to have been so omitted to be done, or if it should appear that such Suit, Information, or other Proceeding should have been brought otherwise than as therein-before directed, that then and in every such Case the Jury should find for the Defendant; and certain Provisions were therein contained with respect to the Costs of any such Proceedings: And whereas it is expedient that the several Provisions herein-before recited should be repealed or varied, and other Provisions made in lieu thereof; be it therefore enacted, That so much of the said recited Act of the Sixth Year of the Reign of His said late Majesty as is herein-before recited shall be and the same is hereby repealed.

Power to
enter Lands,
&c. on Pay-
ment or Ten-
der of Pur-
chase Money.

XV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner in the said first-recited Act mentioned, for the Purchase of any Land, Rent or other Charge, for the Purposes of the said Undertaking, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse or be unable from any Cause

Cause whatever to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable from any Cause to convey the same, then upon Payment of such Money into the Bank of *England*, as in the said first-recited Act directed, to the Credit of the Parties interested in such Lands, or, in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, Rent or other Charge, which any Corporation, Trustee, or Person under Disability is by the said first-recited Act capacitated to convey, upon Payment of such Money into the Bank of *England*, as in the said first-recited Act is directed, to an Account *ex parte* "The *London and Blackwall Railway Company*," then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon all the Estate, Use, Trust, and Interest of all Parties in respect of whose Rights or Interests such Purchase Money shall have been paid or tendered shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of the said recited Acts and this Act; and such Payment or Tender, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and Courtesy, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands purchased or paid for by means of such Payment or Tender or Deposit: Provided always, that before such Payment or Tender or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this or the said recited Acts, except as herein-after mentioned, without the previous Consent of the Persons in Receipt of the Rents, and of the Occupiers thereof respectively: Provided nevertheless, that the said Company shall be at liberty to enter upon the said Lands for the Purpose of setting out and marking, by Stakes or otherwise, the Line of the said Railway, and ascertaining the precise Direction thereof, and the Quantity and Extent of Land requisite to be taken for the Purpose of the same, (but without boring upon, digging, or excavating the said Lands further than may be absolutely necessary for ascertaining the Nature of the Soil thereof, or for erecting Stakes,) with the Consent of the Occupiers thereof, or without their Consent at such reasonable Times and under such Regulations and Restrictions as shall be authorized and imposed by any Justice of the Peace acting for the County, City, or Place within which such Lands or any Part thereof may be situate, upon Notice to be given to the respective Occupiers of the said Lands, or left at their last known or usual Place of Abode; provided also, that the said Company shall pay full Compensation for any Damage they may do in setting out or ascertaining their said Line, and the Nature of the Soil thereof, whether by the Destruction of Timber, Boring, Excavation, or otherwise, such Compensation, in case of Dispute about the same, to be settled by any Two Justices

of the Peace for the County, City, or Place where the said Lands may lie.

Penalty for entering on Lands before Purchase.

XVI. And be it further enacted, That if the said Company, or any of their Contractors, shall wilfully enter upon and take possession of any Lands, except for the Purposes herein-before mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands the Sum of Ten Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County, City, or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice to the said Company from the Party in Possession of such Lands, continue in unlawful Possession of the said Lands, the said Company shall be liable to forfeit and pay the Sum of Twenty-five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the said Company may have reasonably believed to have been entitled to receive the same, although such Person may not have been legally entitled to receive the same, or the said Company shall have made an incorrect Deposit thereof; nor shall any Decision of Justices under the Provisions herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that in case the said Company shall have given Notice of this Provision to any Contractor or Contractors, the said Company shall be entitled to recover from such Contractor or Contractors any Penalty in which they may have been convicted in consequence of the Acts of such Contractor or Contractors, or his or their Servants, Agents, or Workmen, done without the Authority of the said Company.

Lands bought of any Corporation or Person under any Disability how to be valued.

XVII. Provided always, and be it further enacted, That the Consideration Money to be paid for any Lands to be purchased from or conveyed by any Person or Corporation under any Disability or Incapacity, as in the said first-recited Act mentioned, and not having Power to sell except under the Provisions therein contained, and the Compensation Money to be paid for any permanent Damage or Injury to such Land, shall not be less than shall be determined by the Verdict of a Jury, or by such able practical Surveyor as any Two Justices acting for the County or City wherein the Lands or any Part thereof shall be situate, not being a Director or Shareholder of the said Company, shall for that Purpose nominate; and such Surveyor shall annex to his Survey, Estimate, or Valuation, when completed,

completed, a Declaration of the Correctness thereof; in the Form, or as near thereto as the Circumstances of the Case will admit, prescribed in the Schedule of an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, for the Suppression of voluntary and extra-judicial Oaths and Affidavits.

XVIII. And be it further enacted, That in all Cases where the Verdict of a Jury summoned as by the said first-recited Act directed shall be given for the same or for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said recited Acts or this Act, or as Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereof, the Expences of instructing and the reasonable Fees to Counsel, not exceeding Two in Number, for attending the Inquiry before such Jury, and the reasonable Expences of One Surveyor, which may have been paid by the Party with whom the said Company may be in dispute, shall be paid by the said Company; and the Amount of such Fees shall be settled and determined by the Sheriff, Under Sheriff, Bailiff, Under Bailiff, Coroner, or other Person presiding at the taking of such Inquiry, in like Manner as the Costs of summoning such Jury and other Expences payable by the said Company, but upon the same Scale of Allowance as may for the Time being be adopted or allowed by the Taxing Officers of Her Majesty's Courts of Record at *Westminster*.

Expences of Counsel to be allowed in the Taxation of Costs.

XIX. And be it further enacted, That if at any Time after the said Company shall have entered upon any Lands for the Purposes of the said recited Acts, not being for the temporary Occupation thereof, and for which they shall *bonâ fide* and without Collusion have paid, deposited, or tendered, according to the Provisions of the said recited Acts, the Purchase Money or Compensation agreed or awarded to be paid in respect of the same, any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase or to pay for by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake; and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in this or the said recited Acts contained, and the said Company shall, within the Period of Six Calendar Months after they shall have had express Notice of the Existence of such Estate, Right, or Interest, purchase or pay Compensation for the same, then notwithstanding such Estate, Right, or Interest, and whether the Periods limited by the said recited Acts for the Purchase of Lands shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this and the said recited Acts; and the Purchase Money, Compensation, or Satisfaction so to be paid for such Estate, Right, or Interest shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as, according to the Provisions

The Company empowered to purchase the Interests in Lands the Purchase whereof may have been omitted by Mistake.

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in this and the said recited Acts contained, the same respectively would have been agreed on or awarded and paid, and vested, barred, or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit.

Providing Remedy in case of Proceedings for Recovery of Land purchased by the Company.

XX. And be it further enacted, That if any Proceedings shall at any Time be had or taken against the said Company, or any Person claiming under them, for the Recovery of the Possession of any Land which may have been purchased or taken in pursuance of the said recited Acts, and for which the said Company shall *bonâ fide* and without Collusion have paid, tendered, or deposited the Purchase Money or Compensation agreed on with the Party in Possession or in Receipt of the Rents of the said Lands, or awarded to be paid for the same, then within Two Calendar Months after final Judgment shall be obtained by any Person for the Recovery of the Possession of any such Lands, or the final Determination of any Writ of Error or Appeal from such Judgment, or the final Taxation of the Costs of such Proceedings, there shall be paid or tendered in respect of such Lands, to the Person so obtaining such Judgment, or into the Court in which such Proceedings shall be pending, his Costs, to be taxed as in the said recited Acts or either of them is mentioned, of any Proceedings for the obtaining such Judgment, together with such Sum of Money as a Jury shall, in manner herein-after mentioned, find to be the Value of the said Lands at the Time when the same were purchased and conveyed for the Purposes of the said Acts, or when Possession thereof was taken as aforesaid by the said Company, together with such a Sum of Money as the said Jury shall at the Time find to be the Value of or an Equivalent for such Mesne Rents and Profits of the said Lands as, in case the same had not been taken or used for the said Railway, the Party obtaining such Judgment could have recovered by ordinary Process of Law; or in case the Person obtaining such Judgment shall be entitled to any partial Interest in the said Lands less than the absolute Fee Simple thereof in Possession, free from Incumbrances, then the Value of the said Lands, to be ascertained as after mentioned, shall be paid into the Bank of *England* with the Privity of the Accountant General of the Court of Exchequer, or in such other Manner as in such Case is directed by the said recited Acts, and upon Payment or Tender of such Sum or Sums of Money as herein-before mentioned, and in the Manner herein-before directed, the said Lands shall be and remain absolutely vested in the said Company, their Successors and Assigns.

The Jury who shall try such Proceedings shall ascertain the Value to be paid in lieu of the Land.

XXI. And be it further enacted, That the Jury who shall try any Proceedings brought for the Recovery of the Possession of such Lands as aforesaid shall assess the Value thereof at the Time when they were purchased and conveyed for the Purposes of the said recited Acts, or when Possession was taken thereof by the said Company, or in default thereof such Value may be settled and ascertained by a Jury to be summoned and returned as directed by the said recited Acts; and the Value so found shall be certified by the

the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the said Lands, and the Amount so certified shall be paid and applied in the Manner directed by this and the said recited Acts.

XXII. And be it further enacted, That in all Cases of Dispute between the Company and the Parties claiming Compensation from the Company under the Provisions of the above-recited Acts and the present Act, wherein the Company do not, upon Request made by such Party or Parties to submit the Matter in dispute to the Determination of a Jury, within the Space of Twenty-one Days, issue their Warrant, according to the Regulations prescribed by the aforesaid recited Acts, for the impannelling and summoning a Jury, then it shall and may be lawful for the Party so having given Notice himself to send a Request in Writing to the Sheriff or Sheriff's or Under Sheriff's Bailiff, or his Under Bailiff respectively, according to the Tenor of the above-recited Act, and the Sheriffs and Bailiffs so mentioned in the above-recited Act shall summon and impanel a Jury, and proceed as in the Manner prescribed in the above-recited Act upon the issuing of the Warrant of the Company.

Parties complaining of Damage may request the Sheriff to summon a Jury in case the Company neglects so to do.

XXIII. And whereas the Extension of the said Railway authorized by this Act is intended to pass through or along divers Streets, Lanes, and other public Thoroughfares in the City of London and the Liberties thereof, and also close to or adjoining divers Dwelling Houses, Stables, and Shops in the said City, and it may happen that by reason of the Construction of the said Railway the said Dwelling Houses, Stable, or Shops may be greatly deteriorated in Value; be it therefore further enacted, That in case the greater Part of any such Dwelling House, Stable, or Shop which shall be situated within Fifty Feet from the said Railway shall be deteriorated in Value, and the Owner or Owners, Lessee or Lessees, of any such Dwelling House, Stable, or Shop within the said City or the Liberties thereof, shall, by Notice in Writing to be left at the Office of the said Company, require the said Company to purchase the same, it shall be lawful for the said Company, and they are hereby required, within Thirty Days after the Service of such Notice, to treat for the Purchase of the Dwelling House, Stable, or Shop mentioned in such Notice, and for the Compensation, Recompence, or Satisfaction to be made to such Owner or Owners, Lessee or Lessees, for any Loss, Damage, or Injury in respect of any Tenants Fixtures, Improvements, or otherwise occasioned by the taking thereof; and in case the Party so giving such Notice and the said Company shall not agree as to the Value of such Dwelling House, Stable, or Shop, or as to the Amount or Value of the Satisfaction, Recompence, or Compensation to be paid for such Improvements, Tenants Fixtures, or otherwise, then the Amount of such Satisfaction, Recompence, or Compensation shall be ascertained and settled by the Verdict of a Jury in the Manner described in the said first-recited Act or this Act for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of the said first-recited Act or of this Act: Provided always, that no Party shall be entitled to receive any Compensation under

The Company, if required, to purchase Dwelling Houses, Stables, and Shops within a limited Distance of the Railway.

the above Enactment unless the Jury to whom it shall be referred to ascertain the Amount thereof shall by their Verdict determine that the Property in respect of which [the same is claimed has been deteriorated in Value by the Construction of the said Railway; provided also, that no Party shall be entitled to claim any such Compensation after the Period of Twelve Months from the opening of the Railway to the Public, nor shall the said Company be compellable to purchase any such Property as aforesaid after the Period of Fifteen Months from the opening of the said Railway to the Public: Provided also, that the said Company, whenever called upon to take Part of such Dwelling House, Stable, or Shop as aforesaid, may, at their Option, take the Whole, subject to the Payment of the Compensation herein-before mentioned.

Repealing
the Part of
former Act
relating to
Streets and
Pavements
and Rates
within the
City of Lon-
don and
Liberties.

XXIV. And be it further enacted, That so much of the said first-recited Act as relates to the Manner in which the said Railway shall be formed and continued in crossing Streets, public Ways, Courts, and Alleys within the City of *London* and Liberties thereof, and so much thereof as relates to any Pavement in any Street, Lane, or Place under the Control or Direction of the Commissioners of Sewers of the City of *London* and the Liberties thereof, and so much thereof as relates to Rates and Assessments for providing for Deficiencies in the Produce of Rates and Assessments within the said City of *London* and the Liberties thereof, by reason of the Exercise of the Powers of the said Act, shall be and the same are hereby repealed.

Prescribing
Manner of
crossing
Streets in
London.

XXV. And be it further enacted, That in crossing all Streets or public Ways, Courts or Alleys, within the City of *London* and Liberties thereof, the said Railway shall be so formed as to leave a clear and open Space for such Streets or Ways, Courts or Alleys, and that all the Arches underneath the said Railway shall span across the whole Width of the respective Streets or public Ways, Courts or Alleys, which the said Railway may cross, so that no Part of the Abutment, Piers, or any other Obstruction shall stand or encroach upon any Part of the Carriage or Foot Ways; and that the Forms of the said Arches shall be either Semi-ellipses or Segments of Circles, or such other Form as shall be approved of by the said Commissioners of Sewers of the City of *London* and the Liberties thereof, and shall spring at not less than Eleven Feet above the Footway; and that the Arches or Beams over the *Minories* and *Crutched Friars* shall not be less than Eighteen Feet clear in Height, and that none of the other Arches or Beams shall be less than Eighteen Feet clear in Height; and the present Level of the said Streets and public Ways, Courts and Alleys, shall not in any Manner be altered or interfered with: Provided always, that the Foundations of the Piers of the said Arches shall be built so deep in the Ground as not to be injurious to the Sewers, or to the Vaults or Cellars of any of the adjoining Houses: Provided also, that all the Arches across any such Street or public Way, Court or Alley, shall be made completely Water-tight; and if in any Case Water shall run or come through any of the said Arches into or upon any Street or public Way, Court or Alley, the said Company shall in every such Case forfeit and pay the Sum of Five Pounds for every Day the same shall continue after Notice in Writing has been

been given or left at the House or Office of the Secretary or any other Officer of the said Company.

XXVI. And be it further enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up or disturb, or cause to be broken, taken up, or disturbed, for the Purposes of this Act, any Stones, Ground, Soil, or Pavement in any Street, Lane, or Place under the Control or Direction of the Commissioners of Sewers of the City of *London* and the Liberties thereof, unless Notice in Writing of their Intention to break or take up or disturb such Stones, Ground, Soil, or Pavement, signed by the Clerk to the said Company, specifying the Street, Lane, or Place, and the particular Part of such Street, Lane, or Place in which such Stones, Ground, Soil, or Pavement are or is intended to be broken or taken up or disturbed, shall have been given to the Surveyor to the said Commissioners, or shall have been left for him at their Office in *Guildhall, London*, for the Space of Seven Days at least before such Stones, Ground, Soil, or Pavement, or any Part thereof, shall be broken or taken up or in any way disturbed; and if the said Company, or any Person acting by or under their Authority, shall break or take up or in any way disturb, or cause to be broken or taken up or in any way disturbed, any such Stones, Ground, Soil, or Pavement, without such Notice being given or left as aforesaid, then and in every such Case the said Company shall forfeit and pay to the said Commissioners, or to their principal Clerk or Surveyor, or to such other Person as they may appoint, any Sum not exceeding Five Pounds, and also a further Sum of Forty Shillings for every Square Yard of Stones, Ground, Soil, or Pavement which shall be so broken or taken up or disturbed without such Notice being given or left as aforesaid, to be respectively recovered and levied in such and the like Manner as other Penalties and Forfeitures by this Act imposed are directed to be recovered and levied: Provided always, that the said Company shall not take up the Pavement of any Street, Lane, or Place, so as at any Time wholly to stop the Thoroughfare of any Street, Lane, or Place, without the Consent in Writing of the said Commissioners, signed by their principal Clerk: Provided always, that when any Street, Lane, or Place shall be wholly or partially stopped up by the said Company, Notice Boards shall be put up by the said Company, in such Places as shall from Time to Time be specified by the Surveyor to the said Commissioners, to direct the Passage of Vehicles and Passengers; and the said Company shall pay to the Deputy of the Ward in which such Works shall be performed all the Expences attendant upon stationing Police Officers to regulate the Transit of Passengers, or otherwise, occasioned by the said Works.

XXVII. And be it further enacted, That whenever and so often as the said Company shall break or take up or disturb or remove the Stones, Ground, Soil, or Pavement in or of any Street, Lane, or Place under the Control or Jurisdiction of the said Commissioners as aforesaid, or any Part thereof, for the Purposes of this Act, and it shall be necessary, in the Opinion of the said Commissioners or of their Surveyor for the Time being, that such Stones, Ground, Soil, or Pavement, or any Part thereof, should be reinstated, or the Pavement of any

Regulations
as to break-
ing up Pave-
ments in
London.

Pavement
in *London*
taken up by
the Com-
pany, to be
reinstated
by the Com-
missioners of
Sewers at
the Expence
of the Com-
pany.

any such Street, Lane, or Place so broken or taken up or disturbed or removed, or any Part thereof, should be made good, or that any of the Stones, Ground, Soil, or Pavement near or contiguous thereto should be relaid or reinstated, the same shall be reinstated and placed, and made or relaid, in as good State and Condition as the same was or were severally in at the Time of such Stones, Ground, Soil, or Pavement, or any Part thereof, being so broken or taken up or disturbed or removed, by or under the Direction of the said Commissioners, but nevertheless at the Cost, Charge, and Expence of the said Company, who shall also pay to the said Commissioners the Value of any Pavement, Stones, Pebbles, or other Materials which may have been used by the said Commissioners in and about the paving of any such Streets, Lanes, or Places, and which may be taken or used by the said Company; and all other Expences incident thereto.

Expences of reinstating Pavement in London to be recovered by Distress or by Action against the Company.

XXVIII. And be it further enacted, That it shall be lawful for the said Commissioners and they are hereby required to give Notice in Writing, signed by their principal Clerk or Surveyor for the Time being, to the said Company, by leaving the same with the Clerk or other Officer of the said Company for the Time being, of the Sum of Money, Costs, Charges, and Expences which may from Time to Time be paid, laid out, or expended or incurred by or on account of the said Commissioners, for or in the making good the State and Condition of, or for or in repairing or reinstating, all or any of such Part or Parts of the Stones, Ground, Soil, or Pavement, or of such Foot and Carriage Ways, within the Control and Management of the said Commissioners, which shall be so broken or taken up or disturbed or removed by the said Company as aforesaid, or near or contiguous thereto, and also the Charges of superintending the same; to which Notice shall be annexed the Particulars of the Costs and Expences thereby or therein incurred and in case of the Delay of Payment or of the Nonpayment thereof by the said Company for the Space of Fourteen Days next after the Delivery of such Notice, then it shall be lawful for the said Commissioners and they are hereby authorized and empowered, from Time to Time, to recover Treble the Amount of such Costs and Charges of and from the said Company, either by Distress and Sale of the Goods and Chattels of the said Company, by a Warrant under the Hand and Seal of any Justice of the Peace for the City of *London*, which Warrant every such Justice is hereby empowered and required to grant, upon Proof of the Service of such Notice as aforesaid, and of the Nonpayment of such Costs and Charges, by the Oath of the Person who shall have left any such Notice as aforesaid, and of the Person appointed to receive such Costs and Charges, of the Nonpayment thereof to him, or to recover the same and every Part thereof by any Action or Actions in any Court of Law; and in any such Proceedings in any such Action or Actions it shall be only necessary for the said Commissioners, in any such Proceedings or Actions, to prove the Service of such Notice, pursuant to the Directions aforesaid, to entitle them to recover by such Proceedings, or by such Action or Actions, from the said Company, Treble the Amount of such Costs and Charges so paid, laid out, or expended by the said Commissioners as aforesaid, unless the said Company shall prove, upon the Return of the Summons in such

Proceedings, or on the Trial of such Action or Actions, the actual Payment of the full Amount of such Costs and Charges within Fourteen Days after Notice thereof was left as aforesaid to the Person or Persons thereby authorized to receive the same: Provided always, that it shall be lawful for the said Company, previously to any such Action being brought, to tender unto the principal Clerk of the said Commissioners, or after such Action shall be brought to pay into the Court in which such Action shall be brought, such Sum of Money as the said Company may think just and reasonable to be a Satisfaction for the Costs and Charges to be incurred by the said Commissioners as aforesaid; and if it shall appear that sufficient Satisfaction was tendered previously to the bringing such Action, or that a sufficient Sum was paid into the Court in which such Action shall be brought as aforesaid, then the Jury shall find a Verdict for no more than such Sum of Money so tendered or paid into Court, and the Defendant shall thereupon be entitled to recover his Costs of Suit, and shall have such Remedy for recovering the same as any Defendant is entitled to or may have for his Costs in other Cases.

XXIX. And be it further enacted, That whenever and so often as it shall be necessary for the Purposes of this Act to arch over or fill up any Sewers or Drains, or Parts of any such Sewers or Drains, under the Control of the said Commissioners of Sewers of the City of *London* and the Liberties thereof, other Sewers or Drains shall be made in lieu thereof, so that no such public Sewer or Drain whatsoever or any such private Drain shall be in any way disturbed, injured, or prejudiced without another Sewer or Drain being made, to the Satisfaction of the said Commissioners, in lieu thereof; provided always, that at the Time of filling up any Sewer or Drain or Part thereof as aforesaid, other good and sufficient Sewers or Drains of the same or greater Size or Capacity shall be built upon the same or lower Levels than the Sewers or Drains which shall be filled up, by or under the Direction of the said Commissioners, but nevertheless at the Costs, Charge, and Expence of the said Company, in manner herein-after mentioned; and that in every such Case, previously to the Commencement of the Works, the Surveyor to the said Commissioners shall produce an Estimate of the Expence thereof, and the said Company shall pay the Amount of such Estimate to the Chamberlain of the City of *London* to the Account of the said Commissioners; and that all such Work shall be contracted for by public Tender, except in Cases where the estimated Value shall be less than the Sum of Fifty Pounds; and after the Execution of the Work any Surplus remaining of the Money paid by the said Company shall be returned to the said Company; and when made and completed, the said respective Sewers and Drains shall be under the Jurisdiction, Care, Management, and Direction of the Commissioners of Sewers of the said City of *London* and Liberties thereof; Provided also, that in case the said Commissioners shall require any Sewer or Drain, or Part of any Sewer or Drain, that may be destroyed or altered under the Authority of this Act, to be rebuilt or remade of enlarged Capacity, and shall give Notice to the said Company of such their Desire before such Sewer or Drain shall be begun to be

If any Sewers or Drain are filled up, others to be provided.

rebuilt or altered, then and in every such Case such Sewer or Drain shall be rebuilt or remade of such enlarged Dimensions as the said Commissioners may require, and the said Commissioners shall bear and pay the Difference in Expencc that may be occasioned by such enlarged Capacity.

Power to
alter Steps,
Pipes, &c. in
London.

XXX. And be it further enacted, That it shall be lawful for the said Company, with the Consent in Writing of the said Commissioners of Sewers of the City of *London* and Liberties thereof, to raise, sink, or otherwise alter or cause to be altered the Position of any of the Steps, Areas, Cellar Windows, and Watercourses, Pipes, or Spouts belonging to any of the Houses adjoining or near to the said Railway, within the said City of *London* and Liberties thereof, and also the Mains and the Leaden or other Pipes which, for the Purpose of conveying Water or Gas to any such House or other Place, shall be laid into or from any Main or Pipe laid down by any Company or Society who furnish the Inhabitants thereof with Water or Gas, and to remove all other Obstructions, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Society, and Inhabitants as the Circumstances of the Case will admit: Provided always, that the said Company shall not alter the Position of any Pipes so as to lay the same contrary to any Act of Parliament relating thereto: Provided also, that if the said Company shall interrupt the Supply of Water or Gas to any of the said Inhabitants as aforesaid, they shall forfeit and pay for every Day the same Supply shall be so interrupted the Sum of Five Pounds, to be appropriated to the Benefit of the Poor of the Parish in which such Obstruction may occur, and in such Manner as the Overseer of the Poor of the said Parish shall direct.

Providing for
Deficiencies
in Parochial
and other
Rates in Lon-
don.

XXXI. And whereas, by reason of the Exercise of the Powers by the said first-recited Act and this Act granted, Deficiencies may arise in the Produce of the Rates for watching, lighting, paving, and cleansing the Streets and other Passages, and repairing the Highways, and in the Sewers, Church, and Paving Rates, and in the Rates for the Relief of the Poor, Land Tax, and other Parochial, Ward, or District Purposes, within the several Wards and Parishes in the said City of *London* and Liberties thereof through or into which the said Railway is intended to be carried; be it therefore enacted, That the said Company, from and after the passing of this Act, shall, until the said Railway shall be completed and open to the Use of the Public, and shall be assessed to such Rates, be subject and liable to be rated and assessed to such Rates for watching, lighting, paving, and cleansing the Streets and other Passages, and to the Sewers, Church, and Paving Rates, and to such Rates for the Relief of the Poor, Land Tax, and other Parochial, Ward, or District Purposes, in such a Sum of Money as any Houses, Lands, or Buildings taken or used by the said Company, or become unoccupied by reason of any Act of the said Company, were respectively rated and assessed at in the last Rate made in respect of such Houses, Lands, or Buildings before the passing of this Act, and shall pay the same Rates accordingly to the proper Collector appointed to receive the same; and in case of Default in Payment of the said Rates for the Space of Fourteen
8 Days

Days next after Demand in Writing given by the said Collector to the Clerk or Treasurer of the said Company, the same may be recovered in the Name of such Collector by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, or in such and the like Manner as the said Rates and Assessments are directed to be recovered in and by any Act or Acts of Parliament whatsoever by virtue or in pursuance whereof the said Rates and Assessments shall or may be so levied and made as aforesaid.

XXXII. Provided always, and be it further enacted, That 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, Powers, or Authorities vested in the Commissioners of Sewers of the City of *London* and Liberties thereof, 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.

Saving Rights of Commissioners of Sewers for City of London.

XXXIII. And for indemnifying the Rectors of the several Parishes of *Allhallows Barking*, *Saint Olave Hart Steet*, and *Allhallows Staining Mark Lane*, and the Impropiators of the Rectories and Tithes of the Parishes of *Saint Botolph without Aldgate* and *Allhallows Staining Mark Lane*, their respective Successors, Heirs, and Assigns, against such Loss as might otherwise accrue to them respectively by reason of taking down or using, for the Purposes or under the Powers of this or the said recited Acts, any Houses or other Buildings in the said Parishes, any or either of them; be it enacted, That after the Occupier or Occupiers of any of the Houses or other Buildings to be taken down for the Purposes or under the Powers of this or the said recited Acts within the said Parishes, any or either of them, shall have quitted the Possession thereof in pursuance of this Act, or in pursuance of any Notice or Notices to be given or left for that Purpose under the Powers or Provisions of this or the said recited Acts, and in the meantime and until new Houses or other Buildings shall be erected, completed, and occupied on the Ground which shall be cleared under any of the Provisions of this or the said recited Acts, within the said Parishes, any or either of them, or on some Part thereof, of such an annual Rent or Value that the Tithes, or yearly Sums of Money by way or in lieu of Tithes, for the Time being actually payable for such new Houses or other Buildings, shall be fully equal to the Tithes, or yearly Sums of Money by way or in lieu of Tithes, payable for the Houses or other Buildings so for the Time being quitted by the Occupiers thereof as aforesaid within the said Parishes, any or either of them, the Tithes, or yearly Sums of Money or customary Payments in lieu of Tithes, payable in respect of the Houses or other Buildings within the said Parishes, any or either of them, which shall be so quitted as aforesaid, (according to the last Assessments thereof to the Twenty-fifth Day of *March* last,) or annual Sums of Money equal to the Loss in Tithes, or Sums of Money or customary Payments in lieu of Tithes, which the said Rectors and Impropiators, their respective Successors, Heirs, or Assigns, may sustain by the Want of Occupiers in or by the taking down of such Houses or other Buildings respectively, estimated as aforesaid, shall be paid and payable to the said several Rectors and

For indemnifying Rectors and Impropiators of Tithes within the several Parishes on the Line of Railway.

Impropria-

Impropriators, their respective Successors, Heirs, and Assigns, out of the said Monies to be applied for the Purposes of this or the said first-recited Act, clear of all Taxes and Deductions, at the Four most usual Feasts or Days of Payment in every Year, (that is to say,) 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*, by equal Payments in each Year, the first Payment thereof respectively to be made on such of the said Feast Days as shall first and next happen after the Occupier or Occupiers of any of such Houses or other Buildings in the said Parishes, any or either of them, shall have quitted the same as aforesaid; and such Sum and Sums of Money to be paid and made good as aforesaid shall diminish in proportion to the Tithes, or yearly Sums of Money by way or in lieu of Tithes, which shall for the Time being be actually payable for new Houses or other Buildings erected, completed, and occupied on Ground which shall be so cleared within the said Parishes, any or either of them as aforesaid; and in case such Sum or Sums of Money to be paid and made good as aforesaid shall not be paid within Twenty-one Days after the same respectively shall become due, then and in such Case the same shall and may be recovered, by the Order of any Two Justices of the City of *London*, in like Manner as any Damages or Charges the Manner of ascertaining or recovering the Amount whereof is not by the said first-recited specifically provided for.

Provisions in first-recited Act relative to East London Waterworks Company extended to other Water Companies.

XXXIV. And be it further enacted, That so much of the said first-recited Act as relates to the Aqueducts, Mains, Service Pipes, or other Works belonging to the Company of Proprietors of the *East London Waterworks*, or to the Protection of the Powers, Rights, and Interests of the said Waterworks Company, or to any Act or Thing which might impede the Supply of Water by such Company, and to the Contamination of the Water belonging to such Company, and providing for the Repairs of the Pipes and Works of the said last-mentioned Company, shall extend and be applicable to the Aqueducts, Mains, Service Pipes, or other Works belonging to any Water Company, and to the Protection of the Powers, Rights, and Interests of any such Water Company, in such and the like Manner as if the Provisions contained in the said Act were herein repeated with reference to such Water Company; and where in the said recited Act any Works are restricted from being done without the Consent of the Engineer of the said *East London Waterworks Company*, the same shall be understood to apply to the Engineer of any Water Company in like Cases wherein any such Water Company are concerned or may be affected.

Water Companies may repair their Pipes as heretofore, notwithstanding the making of the Railway.

XXXV. And be it further enacted, That every Water Company shall enjoy the Right of repairing and altering the Works of such Company in as ample a Manner as heretofore, notwithstanding that in the making of such Repairs or Alterations it may be necessary to disturb the Works of the said Railway Company; and as often as it shall be necessary for any Water Company, for the full Enjoyment of their present Rights, to lay down or carry any new Mains, Service Pipes, or other Works under any of the Works of the said Railway Company,

Company, it shall be lawful for such Water Company so to lay down or carry such Mains, Service Pipes, or other Works under any of the Works of the said Railway Company; provided only, that any Water Company, in making such Repairs or Alterations, or in laying down such Mains, Service Pipes, or other Works, shall do no unnecessary Damage to the said Railway Company, and shall also give Five Days previous Notice to the said Railway Company of the Intention to make such Repairs and Alterations, by leaving at the Office of the said Railway Company a Notice in Writing stating the Place where such Repairs or Alterations are required to be made, and the Nature thereof respectively.

XXXVI. And be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Railway Company, their Servants or Agents, to remove, displace, or injure any of the Aqueducts, Mains, Service Pipes, or other Works belonging to the Governor and Company of the *New River* brought from *Chadwell* and *Amwell* to *London*, or to do any Act or Thing whatsoever to impede the Passage or Supply of Water into or through such Aqueducts, Mains, Service Pipes, or Works, without the Consent in Writing of the Engineer for the Time being of the said Governor and Company of the *New River*, or until good and sufficient Aqueducts, Mains, and Service Pipes, of such Dimensions, and with all such Valves, Cocks, Pumps, and other Works as shall be deemed necessary and required by the Engineer of the said Governor and Company of the *New River*, shall have been made and laid down in lieu thereof, and be ready to be used; and all such Alterations (if any) shall be made at the Cost and Charge of the said Railway Company, and with as much Expedition as the Nature and Extent thereof will admit, to the Satisfaction of the Engineer of the said Governor and Company; and that whenever any new Aqueducts, Mains, or Service Pipes shall be laid down, the same shall be laid in a Direction as little varying from the Line of the present Aqueducts, Mains, and Service Pipes as the Plan of the proposed Railway will admit of; and that in no Case shall the Line be laid at a greater Inclination than One Inch vertical for every Thirty-six Inches horizontal, and that the Aqueducts, Mains, Service Pipes, and other Works to be substituted for those so removed shall be laid without abrupt Angles; and that in case it shall be necessary to build over the Mains and Service Pipes or other Works, then that the said Railway Company shall make and construct a good and sufficient Culvert or Culverts, of such Diameter as to allow a Space of not less than Eighteen Inches all round the Pipes, (unless with the Consent in Writing of the Engineer for the Time being of the said Governor and Company of the *New River*,) and to be constructed in such Manner as shall be satisfactory to the said Engineer, through the Piers of the Viaducts of the said Railway; and that no Houses shall be built over the said Mains, Pipes, or Works; and that all new Mains and Pipes shall be laid at least Eighteen Inches below the Surface of the Pavement or Way; and in case of any Road or Roads or Ways being lowered for the Purposes of the said Railway so as to leave less than Eighteen Inches of Earth in Depth over the Pipes or other Works, of the said Governor and Company of the *New River*, such Pipes and

For Protec-
tion of the
New River
Waterworks.

other Works shall be lowered by the said Railway Company to the Depth of Eighteen Inches below the Surface of the new Road or Way.

Providing for Repairs of the Pipes and Works of the Governor and Company of the New River.

XXXVII. And be it further enacted, That the said Railway Company shall, at their own Costs and Charges, from Time to Time and at all Times hereafter, repair and make good all Injury that may be done by the said Railway Company, their Servants or Agents, in constructing the said Railway, to the Works or Pipes of the said Governor and Company of the *New River*, or their Tenants, within Twenty-four Hours next after Notice thereof in Writing, to be delivered to the Engineer or other Agent of the said Railway Company, or left at the usual Place or Office of transacting Business of the said Railway Company; and in case the said Railway Company shall not within Twenty-four Hours next after such Notice delivered or left as aforesaid make good all such Injury, then that the said Railway Company shall on each and every Complaint forfeit and pay to the Engineer or Secretary for the Time being of the said Governor and Company of the *New River*, for the Use and Benefit of the said Company, the Sum of Five Pounds for each and every Day during which the Cause of Complaint in such Notice specified shall continue; and in default of Payment thereof such Penalty or Penalties may be recovered in the same Manner as other Penalties imposed by this Act are recovered.

Saving Rights of the Governor and Company of the New River.

XXXVIII. And be it further enacted, That nothing herein contained shall extend or be construed to extend to alter, prejudice, injure, or affect any of the Rights, Powers, Privileges, or Authorities vested in the Governor and Company of the *New River*, and their Successors, under or by virtue of any Charter or Act or Acts of Parliament for making and maintaining the Works of the said Company.

Company not to lay Rails for the Passage of Steam Carriages by the Side of the Railway.

XXXIX. Provided always, and be it further enacted, That it shall not be lawful for the said Company to lay, or to cause, permit, or suffer to be laid, on either Side of the said Railway, or in any other Place than upon the said Railway, or over the Arches thereof, any Rails for the Passage of Carriages propelled by Steam, locomotive Power, or otherwise.

Explaining and extending the Powers to raise Money.

XL. And whereas by the said first-recited Act the said Company are empowered, in case the Money thereby authorized to be raised by Subscription as therein mentioned should be found insufficient for the Purposes of the said Act, to borrow and take up at Interest, or to raise by additional Subscription, any further or additional Sum not exceeding in the whole the Sum of Two hundred thousand Pounds, as in the said Act mentioned: And whereas it is expedient that the said Company should be empowered to borrow and take up at Interest, or to raise by the Issue of new Shares, such further or additional Sum, when and so soon as One Half of the Capital by the said recited Act authorized to be raised by Subscription shall have been paid up; be it therefore enacted, That when and so soon as the Sum of Three hundred thousand Pounds in respect of the Money by the said recited Act authorized

authorized to be raised by Subscription shall have been actually paid up, or at any Time thereafter, if it shall be found advisable, it shall be lawful for the said Company from Time to Time, by virtue of an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest on the Credit of the said Undertaking, or to raise by the Issue of new Shares, or partly by the one and partly by the other of such Means, such further or additional Sum not exceeding in the whole the said Sum of Two hundred thousand Pounds, but until the said Sum of Three hundred thousand Pounds shall have been so paid up as aforesaid it shall not be lawful for the said Company to raise any Sum of Money in anticipation of such Capital; and the Costs and Charges attending the making of such Mortgages shall be paid out of the Funds of the said Company; and a Copy of the Order of any such General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum or Sums of Money, or the Issue of such new Shares, certified by the Clerk or Secretary of the said Company to be a true Copy, shall be sufficient Evidence of the due making the Order for raising such additional Sum as herein-before mentioned: Provided always, that it shall not be lawful for the said Railway Company, under the Provisions of this or the said recited Acts, to raise by Mortgage or at Interest, or by the Issue of new Shares, any greater Sum than the Sum of Two hundred thousand Pounds, in addition to their Capital of Six hundred thousand Pounds.

XLI. And be it further enacted, That from and after the next Half-yearly General Meeting of the said Company the Qualification of a Director of the said Company shall be the Possession, in his own Right, of Forty Shares at the least in the said Undertaking, instead of the Possession of Twenty Shares, as is provided for in the said first-recited Act; and if at the said next Half-yearly General Meeting any Director of the said Company shall not be possessed of Forty Shares at the least in the said Undertaking, he shall cease to be a Director of the said Company: Provided always, that nothing herein contained shall be construed to require any *ex officio* Directors appointed Directors of the said Company to hold any Shares in the said Undertaking, any thing in the said recited Acts, or either of them, or in this Act, to the contrary notwithstanding.

For increasing the Qualification of Directors.

XLII. And be it further enacted, That it shall be lawful for the said Company, at any Special General Meeting, to order and direct that from a Day to be named in such Order and Direction the Number of Directors by the said first-recited Act appointed, and from Time to Time directed to be appointed, shall be reduced to any Number they may think proper, not being less than Ten, exclusive of any *ex officio* Directors appointed Directors of the said Company under and by virtue of the said first-recited Act, and thereupon the Directors of the said Company shall and they are hereby required to make such Regulations as may be necessary for carrying such Order and Direction into effect, by determining amongst themselves which of the then Directors shall retire from the Office of Director of the said Company.

For reducing the Number of Directors.

XLIII. And

Bye Laws to
be confirmed.

XLIII. And be it further enacted, That no Bye Law, Rule, or Regulation which the said Company may have heretofore made under the Authority of the said first-recited Act, except such as may relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be valid or binding for a longer Period than Six Months from the passing of this Act; nor shall any Bye Law, Rule, or Regulation, except as aforesaid, which may hereafter be made by the said Company, be valid or binding unless the same shall be allowed by some Judge of one of Her Majesty's Courts of Record at *Westminster*, or by the Justices assembled at some General or Quarter Sessions of the Peace for the County of *Middlesex*, which said Justices are hereby authorized and required, on the Request of the said Company, to examine into the Bye Laws, Rules, or Regulations which may be tendered to them for that Purpose by the said Company, and to allow of or disallow the same as to them may seem meet; and all Penalties which may be imposed by virtue of any such Bye Laws, Rules, or Regulations shall be so framed as to allow the Justice or Justices before whom the same may be sought to be recovered to order the Whole or any Part of such Penalties to be paid.

Rates of
Carriage to
be charged
equally.

XLIV. And be it further enacted, That the Charges by the said first-recited Act authorized to be made for the Carriage of any Passengers, Goods, Animals, or other Matters or Things to be conveyed by the said Company, or for the Use of any Steam Power or Carriage to be supplied by the said Company, shall be at all Times charged equally to all Persons, and after the same Rate in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line; and no Reduction or Advance in any Charge for Conveyance by the said Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person travelling upon or using the same Portion of the said Railway and the same Description of Carriage.

Railway to
be free for
all Persons
upon Pay-
ment of
Rates.

XLV. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway with or in Carriages not belonging to the said Company, properly constructed as is by the said recited Acts directed, upon Payment of all such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates and Tolls authorized by the said first-recited Act and this Act, and also to pass, and to convey all Carriages, Animals, and Goods and Merchandize, along and upon and to employ and use the said Railway, in and upon Carriages belonging to the said Company, upon Payment of all such Rates, Tolls, and Charges as shall from Time to Time be demanded by the said Company, not exceeding the respective Rates and Tolls authorized by the said first-recited Act and this Act, subject however to the Provisions of the said Act, and the Rules and Regulations to be from Time to Time made by the said Company in pursuance of the Powers to them thereby granted.

XLVI. Pro.

XLVI. Provided always, and be it further enacted, That, notwithstanding any thing in the said recited Acts or either of them or in this Act contained, it shall not be lawful for the said Company to use the Extension of the said Railway hereby authorized to be made in any Manner whatever upon *Sundays, Christmas Day, or Good Friday.*

Extension
Line not to
be used on
Sundays, &c.

XLVII. And be it further enacted, That the said Company shall and they are hereby required in each and every Year to cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied under or by virtue of this or the said recited Acts, for the Year ending on the Thirtieth Day of *June*, or some other convenient Day, in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Secretary or Clerk for the Time being of the said Company, and shall transmit a Copy of the said Account, free of Charge, to the Clerk of the Peace for the City of *London*, on or before the First Day of *January* then next, which Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit or neglect to prepare and transmit, or cause to be prepared and transmitted, such Account as aforesaid, they shall forfeit and pay for every such Omission or Neglect the Sum of Twenty Pounds.

Annual Ac-
count to be
made up and
Copy trans-
mitted to
Clerk of the
Peace.

XLVIII. And be it further enacted, That wherever any Money shall, by any Justice of the Peace, be ordered to be paid, in pursuance of this Act or of the said recited Acts, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind whatsoever, done or committed by the said Company, or for any Penalty, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Twenty-one Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation and Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, or against the Goods or Chattels of the Treasurer for the Time being to be appointed under the Provisions of the said first-recited Act, under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company, or to their said Treasurer, as the Case may be: Provided always, that the Treasurer may retain the Amount which may be paid by him in respect of such Claim, and all Costs and Expences occasioned thereby, out of any Money belonging to the said Company

In case of
Nonpayment
of Compen-
sation for
Damages, &c.
the same may
be levied by
Distress on
the Goods of
the Company.

which may come to his Hands, Custody, or Control, or he may otherwise sue for and recover the same against the said Company by Action of Debt or other Process at Law.

Railway Company empowered to enter into Agreement with the East and West India Dock Company for the Use of a certain Wharf.

XLIX. And whereas the *East and West India Dock Company* are in Possession of a certain Wharf and Hereditaments called *Brunswick Wharf*, adjoining to the River *Thames*, very commodiously situated for the Reception of Steam Boats and for the landing and Embarkation of Passengers: And whereas the said *London and Blackwall Railway Company* are about to contract with the said *East and West India Dock Company* for the perpetual Use and Enjoyment of the said Wharf and Hereditaments, or a competent Part thereof, for the landing and embarking of Passengers and Goods conveyed or to be conveyed by the said Railway; be it therefore enacted, That it shall be lawful for the said *East and West India Dock Company* to grant or assure unto the said *London and Blackwall Railway Company*, and for the said *London and Blackwall Railway Company* to accept from the said *East and West India Dock Company*, a Grant or Assurance of the perpetual Use and Occupation of the said Wharf and Hereditaments, or a competent Part thereof, for the Reception of Passengers and Goods landed and embarked thereat, and conveyed or to be conveyed by the said Railway; and in the Deed by which such Grant or Assurance shall be made it shall be provided that all Passengers conveyed or to be conveyed by the said Railway shall be entitled to use and pass freely upon the said Wharf and Hereditaments, or a competent Part thereof, upon Payment of Rates or Wharfage Dues not exceeding the usual Rates or Dues which have been received for similar Purposes at *Brunswick Wharf* aforesaid, and other Wharfs situate between the said *Brunswick Wharf* and *London Bridge*, during the Twelve Months previous to the First Day of *July* last past; and unless such Grant or Assurance shall be made within One Year from the passing of this Act, and the said Railway Company and their Passengers by means of such Grant or Assurance shall be entitled to the perpetual and indefeasible Use and Enjoyment of the said Wharf and Hereditaments, or a competent Part thereof, in manner aforesaid, none of the Powers or Provisions in this Act contained shall have any Force or Effect.

Amending Power in first-recited Act relative to Resale of Land.

L. And whereas it was by the said first-recited Act enacted, that it should be lawful for the said Company, and they were thereby required, within the Time and in the Manner therein mentioned, to contract for and to sell such superfluous Lands as might be purchased by the said Company, or any Estate or Interest in such Lands: And whereas it was by the said recited Act provided, that the said Company, before they should dispose of any such superfluous Lands, should first offer to sell the same to the Person or to the several Persons whose Lands or Premises should immediately adjoin the Lands so proposed to be sold, such Persons being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands: And whereas, from the Variety and Multiplicity of Tenures of the Property through which the said Railway and Works are proposed to be carried, very great Difficulty has arisen, and may hereafter arise, in first offering the

Land so required to be sold as aforesaid in the Manner directed by the said first-recited Act, by means whereof the said Company may be unable to sell and make a good Title to a large Portion of such Land to any other Person; be it therefore further enacted, That it shall be sufficient for the said Company to first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, by Notice to be inserted twice in the *London Gazette* and twice in Two *London Newspapers*, any thing in the said Act contained to the contrary notwithstanding.

LI. Provided always, and be it further enacted, That no Person who after the passing of this Act shall become the Proprietor of any Share in the said Undertaking shall be entitled to vote at any General or Special General Meeting of the said Company, either in Person or by Proxy, in respect of any such Share held by him in the said Undertaking, unless he shall have been registered as a Proprietor in respect of such Share for at least Six Calendar Months next preceding the Time at which such Meeting shall be held; provided also, that any Person who may acquire a Share by Marriage, or as the Executor, Administrator, Legatee, or next of Kin of a deceased Proprietor, may at all Times vote in respect of such Share, however short a Time he may have possessed the same.

Proprietors not to vote unless registered.

LII. And be it further enacted, That the said Company shall provide within the Depôt of the said Company in *Fenchurch Street* Room for the standing of all Carts, Coaches, and other Carriages resorting to the Railway, or taking Goods or Passengers from the same, to the Extent of not less than Ninety Feet Back Southwards from the Fronts of the Houses in *Fenchurch Street* scheduled in this Bill, and from *London Street* on the West to *Church Row* on the East, and shall also provide an Area for the like Purpose at the Southern End of the said Terminus towards *Crutched Friars* to the Extent of the Property scheduled, and the same shall be divided for the Passage of Carriages and Foot Passengers.

Company to provide in Fenchurch Street Accommodation for Carriages, &c.

LIII. And be it further enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Act not to exempt Railway from Provisions of any general Act.

LIV. And be it further enacted, That in all Cases where the said Railway shall be carried across any Road or Street, and the Trustees, Commissioners, or other Persons having Control over the said Road or Street shall require the same, the said Company shall, at their own Cost, construct Fences, Parapets, or proper Inclosures to the Bridge which shall cross the said Road or Street, of such Height and in such Manner as shall be required by the said Trustees or Commissioners, for effectually preventing Accidents from happening in or upon the said Road or Street from Carriages passing upon the said Railway.

Company to construct Fences on Bridges, when required.

LV. And

For paying
Expences of
the Act.

LV. And be it further enacted, That all the Costs, Charges, and Expences incident to the obtaining and passing of this Act shall be paid and discharged by the Directors of the said Company out of the Funds of the said Company, in preference to all other Payments whatsoever.

Public Act.

LVI. 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.

The SCHEDULE to which the foregoing Act refers.

CITY OF LONDON.

Parish of Saint Botolph without Aldgate.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Minories.</i>			
House, Shop, and Yard -	Corporation of the City of London.	- - -	William Alderton Seal.
House, Shop, and Workshops.	Ditto - - -	Richard Matthews -	Joseph Carey Stanger.
Public House and Wine Vaults.	Ditto - - -	Messrs. Hoare and Co.	Mary Homer.
House, Shop, Workshops, and Yard.	Ditto - - -	John Berry - -	Grant Preston.
House and Shop -	Ditto - - -	William Bright -	William Raymond.
<i>Hanover Court.</i>			
Hanover Court - -	The Honourable the Commissioners of Sewers of the City of London and the Liberties thereof.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House - - -	Corporation of the City of London.	John Berry - -	John Towns.
House - - -	Ditto - - -	Ditto - - -	Unoccupied.
<i>Vine Street.</i>			
House - - -	Corporation of the City of London.	Ditto - - -	Alexander M'Kenzie.
Coach-house - -	Ditto - - -	Abraham Wildey Roberts, Harvey Coombe, William George Prescott, Sir James Flower, Baronet, Trustees of Sir Charles Flower, Bart., deceased, Henry Buckle and John Metcalf, John Neale and Nicholas Garry, Executors of William Neale, deceased.	Stephen Gibbs.
Coach-house - -	Ditto - - -	Ditto - - -	Ditto.
Coach-house - -	Ditto - - -	Ditto - - -	Ditto.
Entrance to and Rooms over Coach-houses.	Ditto - - -	Ditto - - -	Ditto.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Stable and Loft	Corporation of the City of London.	Abraham Wildey Roberts, Harvey Coombe, William George Prescott, Sir James Flower, Baronet, Trustees of Sir Charles Flower, Bart., deceased, Henry Buckle and John Metcalf, John Neale and Nicholas Garry, Executors of William Neale, deceased.	Stephen Gibbs.
Stable and Loft	Ditto	Ditto	Ditto.
Stable and Loft	Ditto	Ditto	Ditto.
Stable and Loft	Ditto	Ditto	Messrs. West and Morris.
Yard	Ditto	Ditto	Used in common by Occupiers of adjoining Property.
House	Ditto	Ditto	Messrs. West and Morris.

Minorities.

House and Printing Office	Corporation of the City of London.	— Thompson	John Fairburn.
House, Shop, Warehouse, and Stable.	Ditto	Messrs. Spencer, Browning, and Co.	Edward Cross.
House, Shop, and Bakehouse.	Ditto	— Thompson	James Ranson.
House, Shop, and Warehouse.	Ditto	Samuel Dowbiggin	James Stanes.
Minorities	Commissioners of Sewers.	-	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

America Square.

House and Yard	Corporation of the City of London.	Samuel Dowbiggin	Flora Shenston.
House and Yard	Ditto	Ditto	James Meyer Friedburg.
House and Yard	Ditto	Reverend Edward Osborn and Samuel Osborn.	William Morse Batho and James Goss.
House and Yard	Ditto	William Pratt	James Little.
Vine Street	Commissioners of Sewers.	-	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Vine Street.

Entrance to America Mews	Corporation of the City of London.	Trustees of Sir Charles Flower, Bart., deceased.	Used in common.
Counting-house and Warehouse over Gateway.	Ditto	Ditto, and Richard Matthews.	Sigismund Stiebel and Samuel Stiebel.
Coach-house, Stable, and Room over.	Ditto	Trustees of Sir Charles Flower, Bart., deceased, and Solomon Joseph.	Joseph Wass.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Coach-house - -	Corporation of the City of London.	Trustees of Sir Charles Flower, Bart., deceased.	Joseph Wass.
Coach-house - -	Ditto - -	Ditto - -	Ditto.
Rooms over Coach-houses	Ditto - -	Ditto - -	Ditto.
Coach-house and Rooms over.	Ditto - -	Ditto - -	Ditto.
Coach-house and Rooms over.	Ditto - -	Ditto - -	Samuel Stiebel.
Passage - -	Ditto - -	Ditto - -	Used in common.
Coach-house - -	Ditto - -	Ditto - -	— Henry.
Coach-house - -	Ditto - -	Ditto - -	John Sims Smith.
Rooms over Coach-house	Ditto - -	Ditto - -	John Emery.
Coach-house - -	Ditto - -	Ditto - -	— Young.
Coach-house - -	Ditto - -	Ditto - -	Joseph Wass.
Coach-house - -	Ditto - -	Ditto - -	Caleb Moore.
Coach-house - -	Ditto - -	Ditto - -	Joseph Wass.
Coach-house - -	Ditto - -	Ditto - -	W. H. Wood.
Rooms over Coach-houses	Ditto - -	Ditto - -	Mark Prior and Joseph Wass.
Counting-house and Warehouse over.	Ditto - -	Ditto - -	Randall Glynes and Samuel Stiebel.
America Mews - -	Ditto - -	Ditto - -	Used in common.
Stable-yard - -	Ditto - -	Ditto - -	Ditto.
Stable and Loft - -	Ditto - -	Ditto - -	Joseph Wass.
Stable and Loft - -	Ditto - -	Ditto - -	Ditto.
Entrance to and Rooms over Coach-houses.	Ditto - -	Ditto - -	Ditto.
Stable and Loft - -	Ditto - -	Ditto - -	— Young.
Stable and Loft - -	Ditto - -	Ditto - -	John Sims Smith.
Stable and Loft - -	Ditto - -	Ditto - -	W. H. Wood.
Stable and Loft - -	Ditto - -	Ditto - -	— Bass.
Stable and Loft - -	Ditto - -	Ditto - -	Joseph Wass.
Stable and Loft - -	Ditto - -	Ditto - -	— Henry.
Stable and Loft - -	Ditto - -	Ditto - -	Caleb Moore.
House - -	Ditto - -	Ditto, and Jacob Hassan.	Chrissey Robinson and Ann Thomas.
Stable and Loft - -	Ditto - -	Trustees of Sir Charles Flower, Bart., deceased.	Samuel Stiebel.

America Square.

House and Yard - -	Ditto - -	Trustees of Sir Charles Flower, Bart., deceased, and Richard Matthews.	Ditto.
House and Yard - -	Ditto - -	Trustees of Sir Charles Flower, Bart., deceased, and the Representatives of Charles Webster Glynes, deceased.	David Jones.
House and Yard - -	Corporation of the City of London.	Trustees of Sir Charles Flower, Bart., deceased, and Jacob Hassan.	Ann Thomas.
House, Yard, and Offices	Ditto - -	Trustees of Sir Charles Flower, Bart., deceased.	Sir James Shaw, Bart.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
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Parishes of Saint Botolph without Aldgate and Saint Olave Hart Street.

House and Yard . . .	Corporation of the City of London.	Trustees of Sir Charles Flower, Bart., deceased.	Charles Douglas.
House, Yard, and Counting-house.	Ditto . . .	Trustees of Sir Charles Flower, Bart., deceased, and Alexander Gillespie, senior	Alexander Gillespie, jun., and Messrs. Gillespie, Moffat & Co.
House and Yard . . .	Ditto . . .	Trustees of Sir Charles Flower, Bart., deceased, and Henry Turnley and Joseph Barber.	Joseph Brittan, M.D.
House . . .	Ditto . . .	Trustees of Sir Charles Flower, Bart., deceased, Messrs. Thurbin and Briggs, and J. J. Lloyd.	Sophia Taylor.

Parish of St. Botolph without Aldgate.

House, Counting-house, and Yard.	Ditto . . .	Dr. Scott and Jens Woolff.	Frederick Heisch.
America Square . . .	Commissioners of Sewers.	- . . .	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Parish of Saint Olave Hart Street.

John Street.

House and Yard . . .	Corporation of the City of London.	Jens Woolff . . .	Joseph Windle and Jacob Hassan.
Counting-house and Warehouse.	Parish of St. Martin Orgar: Peter James Kirby and Phelps, Churchwardens.	Executors of James Rix Hoffman, deceased.	George Story and Paul Storr.
House and Yard . . .	Ditto . . .	Ditto . . .	James Hartley.
House and Shop . . .	Ditto . . .	Ditto, and J. Woollett's Assignees.	C. L. Phillips and Co.
House and Shop . . .	Ditto . . .	Executors of James Rix Hoffman.	Sarah Auberry.
House and Shop . . .	Ditto . . .	Ditto . . .	James White.
House and Shop . . .	Ditto . . .	Ditto . . .	Esther Chapman.
House . . .	Ditto . . .	Ditto . . .	William Smith.
John Street . . .	Commissioners of Sewers.	- . . .	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Cooper's Row.

House, Warehouse, and Yard.	Parish of St. Martin Orgar.	Executors of James Rix Hoffman.	William Henry Blackmore.
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Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Gould Square.</i>			
House - - -	Parish of Saint Martin Orgar.	Executors of James Rix Hoffman.	Augustus Boyson.
House and Yard, with Kitchen fronting John Street.	Ditto - - -	Ditto - - -	John Henry Rudall.
Vaults under Yard.	Ditto - - -	Ditto - - -	John Crompton Bishop.
Passage to Backs of adjoining Houses.	Ditto - - -	Ditto - - -	Used in common.
Counting-house and Warehouse.	Corporation of the City of London.	Trustees of Sir Chas. Flower, Bart., deceased, and Charles Douglas.	Charles Davy and Edward Longdon Macmurdo.
Warehouse - - -	Ditto - - -	Ditto - - -	Ditto.
Stables, Lofts, and Warehouses.	Ditto - - -	Ditto - - -	Ditto.
House - - -	Corporation of the City of London.	Trustees of Sir Charles Flower, Bart., deceased, and Charles Douglas.	Charles Davy and Edward Longdon Macmurdo.
Yard - - -	Ditto - - -	Ditto - - -	Used in common.
Gould Square - - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House, Yard, and Offices	Parish of Saint Martin Orgar.	Executors of James Rix Hoffman.	John Crompton Bishop.
House and Yard - - -	Ditto - - -	Ditto, and Frederick Pedder.	Charles Henry Hackett.
House and Yard - - -	Ditto - - -	Executors of James Rix Hoffman.	— Slater and — Overall.
House and Yard - - -	Ditto - - -	Ditto - - -	William Chillingworth.

Cooper's Row.

House and Yard - - -	Parish of St. Martin Orgar.	Executors of James Rix Hoffman.	Patrick Wallace and Andrew Wallace.
House and Yard - - -	Ditto - - -	Ditto, and George William Clifton.	Louis Marie Canneaux.
House, Shop, and Bakehouse.	Ditto - - -	Executors of James Rix Hoffman.	Peter Francis.
House, Yard, and Cellars	Ditto - - -	Ditto, and Thomas Cliff Jones.	Charles Crickmer.
House, Yard, and Out-offices.	Ditto - - -	Executors of James Rix Hoffman.	John Hill and Messrs. Claridge.
House and Yard - - -	Ditto - - -	Ditto - - -	Henry Robinson.
House and Yard - - -	Ditto - - -	Ditto - - -	Henry Smith.
Public House, with Skittle Ground and Out-offices.	Ditto - - -	Ditto - - -	George Jones.

Parish of Allhallows Barking.

Warehouses - - -	The Chapter of Saint Katherine's Hospital.	The Honourable the East India Company.	Unoccupied.
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Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Parish of St. Botolph without Aldgate.</i>			
<i>Minories.</i>			
Red Lion Alley	Commissioners of Sewers.		The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House, Yard, and Kitchen	William Allen and others, Trustees of Samuel Harris, deceased.	Robert Cannon, Job Keen, Executors of John Chambers, deceased.	Thomas Potts and John Foster.
<i>Red Lion Court.</i>			
Workshops	Thomas Potts		In hand.
<i>Minories.</i>			
House, Shop, and Out-building.	Thomas Potts		James Mortimer Carter.
Vacant Ground	Commercial Railway Company.		In hand.
House, Yard, and Out-buildings.	John Jones		Ratcliffe Pick.
House, Yard, and Out-buildings.	Ann Field		Unoccupied.
House, Shop, and Warehouse.	Edward Hamlet Noy		John and Edward Neale.
<i>Goodman's Court.</i>			
Goodman's Court	Commissioners of Sewers.		The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House	Richard Ellis	John Barber	John Fraser.
House	Ditto	Ditto	— Hogg.
House	Ditto	Ditto	Unoccupied.
House	Ditto	Ditto	Henry Winch Docura.
<i>Red Lion Court.</i>			
House	William Challands		— Neal and — Wallis.
House	Ditto		Robert Fraser.
<i>Red Lion Place.</i>			
House	William Challands		Robert Fraser.
House	Ditto		Ditto.
House	Ditto		— M'Carthy.
<i>Glasshouse Yard.</i>			
Glasshouse Yard	Commissioners of Sewers.		The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Red Lion Alley.</i>			
House and Yard - - -	John George Lacey - -	William Townley - -	William Luecocks.
House and Yard - - -	Ditto - - -	Ditto - - -	Nathaniel Birkin.
Yard - - -	Ditto - - -	Ditto - - -	Occupied in common.
Tenement - - -	Ditto - - -	Ditto - - -	Joseph Davis and Thomas Davis.
Shed and Saw-pit - -	Ditto - - -	Ditto - - -	— Homer.
Tenement and Workshop	Robert Cannon and Job Keen, Executors of John Chambers, deceased.	- - -	Samuel Malyon.
House - - -	Ditto - - -	- - -	Ditto, and — M'Neal.
House - - -	Daniel Ferrard - -	- - -	William Collender.
House - - -	Ditto - - -	- - -	— Hunt and — Granger.
House - - -	Ditto - - -	- - -	— Tidder.
<i>Red Lion Place.</i>			
House - - -	Daniel Ferrard - -	- - -	Ann Boyd, William Kent, and — Watts.
House - - -	Ditto - - -	- - -	— Hamilton and — Stagg.
House - - -	Ditto - - -	- - -	— Plowman.
House - - -	Ditto - - -	- - -	— Tidder.
House - - -	Ditto - - -	- - -	— Powers.
House - - -	Thomas Sutton Briggs	- - -	Morris Sheen.
Red Lion Court - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

CITY OF LONDON.

*Parish of Saint Olave Hart Street.**Cooper's Row.*

House and Cellars - -	John Wilkes Hill - -	- - -	Francis Claridge and George Claridge.
House and Yard - - -	Ditto - - -	- - -	William Edwards.
Cellars under ditto -	Ditto - - -	William Edwards -	Francis Claridge and George Claridge.
House, Yard, and Vaults	George Fournier - -	- - -	William Wilson.

Crutched Friars.

House - - -	Charles Walker - -	- - -	Rachael Levy and Esther Levy.
Cooper's Row - - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House and Yard - - -	Charles Walker - -	- - -	Priscilla Allen.
Vaults underneath ditto -	Ditto - - -	- - -	William Wilson.
House and Yard - - -	Richard Cookes - -	- - -	Louis Marie Dessurne.
Vaults underneath ditto -	Ditto - - -	- - -	William Wilson.
House, Warehouse, Vaults, and Yard.	John Hicks - - -	- - -	John Jones.
House - - -	Harry Teape - - -	- - -	John James.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Savage Gardens.</i>			
Savage Gardens - - -	Commissioners of Sewers.	- - -	The Governor and Com- pany of the New River and the City of London Gas Light and Coke Company.
House and Yard - - -	Benjamin Rankin - -	- - -	John Henry Nelson and — Addam.
<i>Crutched Friars.</i>			
House, Counting-house, and Yard.	Henry Chawner - -	The East and West India Dock Com- pany.	John Clark.
House, Counting-house, and Yard.	Richard Holier - -	- - -	Henry James Enthoven.
New Court - - -	Commissioners of Sewers.	- - -	The Governor and Com- pany of the New River and the City of London Gas Light and Coke Company.
House and Yard - - -	Thomas Foster, John Foster, and George Holgate Foster, Trustees of William Foster, deceased.	- - -	Hans Jonas Lindgren, Messrs. Reynolds & Lee, Edward Andrews, Messrs. Aders, Longdil, and Co., and Messrs. Wood and M'Kinlay.
House - - -	Ditto - - -	- - -	George Holgate Foster and Thomas Foster.
Warehouse and Stable -	Ditto - - -	- - -	Unoccupied.
Hylord's Court - - -	Ditto - - -	- - -	Used in common.
Warehouse - - -	Ditto - - -	- - -	Unoccupied.
House, Shop, and Brew- house.	— Anderson - - -	- - -	Samuel Smith.
Public House, Wine Vaults, and Yard,	— Drew and others, Trustees of ——— Keaton.	- - -	Joseph Blake.
<i>New Court.</i>			
House - - -	William Chambers and James Chambers.	J. A. Christian - -	Henry W. Loveland.
House, Counting-house, Warehouse, and Yard.	Ditto - - -	Ditto - - -	Thomas Gilling and Thomas Wright.
House and Yard - - -	Ditto - - -	Ditto - - -	Joseph Williams.
Counting-house and Ware- house.	Ditto - - -	Messrs. Wylie & Clark	James Beale.
<i>New London Street.</i>			
Counting-house - - -	John Coope - - -	Frederick George Cur- tis, Thomas West, — Wright, and Louisa Woodbridge.	John William Burdon and John Gray.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Crutched Friars.</i>			
House, Shop, Warehouses, Bakehouse, and Yard.	Richard Sterry, Jasper Capper, John Sanderson, Daniel Bell Hanbury, Richard Law Beck, James Foster, Samuel Horhold, and John Morland.	-	James Richardson and Perier Jouet.
House, Shop, and Yard -	Lydia Bennett -	-	Alexander Williams.
House - - -	Jeremiah Harman, Henry Sterry, John Sterry, Charles Sterry, and Elizabeth Sterry.	Henry Sterry -	Robert Meggy and John Fenton.
House - - -	Thomas Ames, Richard Harling Comyns, Charles Comyns, Henry Comyns, and others.	-	Grace Mocatta.
House and Out-offices -	Ditto - - -	-	William Robertson.
House, Counting-house, Warehouse, and Yard.	Robert Goswell Johnson.	-	William Johnson, John Tabor, and Henry Johnson.
Court Yard - - -	Her Majesty's Commissioners of Excise.	-	Her Majesty's Commissioners of Excise.
House and Yard - - -	Samuel Paynter -	Quarles Harris, James Dawson Harris, Quarles Harris, jun., and William Richard Harris.	Francis Brunel, Antonine Barthes, George Chapman & Co., and Claude Canneaux.
House, Counting-house, and Warehouse.	Alexander Grant -	-	Alexander Grant and William Grant.
Sale Room - - -	Ditto - - -	-	Ditto.
French Ordinary Court -	Commissioners of Sewers.	-	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Parishes of Saint Olave Hart Street and Saint Katherine Coleman.

Warehouses - - -	Her Majesty's Commissioners of Excise.	-	Her Majesty's Commissioners of Excise.
Warehouses - - -	The East and West India Dock Company.	-	The East and West India Dock Company.

Parish of Saint Olave Hart Street.

Offices - - -	Her Majesty's Commissioners of Excise.	-	Her Majesty's Commissioners of Excise.
Offices - - -	Ditto - - -	-	Ditto.

[Local.]

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
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Parishes of Saint Olave Hart Street and Saint Katherine Coleman.

Church Row.

Warehouse - - -	William Greig, John Stickney, and Thomas North, Trustees of Benjamin Pritchard.	- - -	— Baker and James Wilmot.
Yard - - -	Ditto - - -	- - -	— Baker.

Parish of Saint Katherine Coleman.

Church Row.

Yard - - -	William Greig, John Stickney, and Thomas North, Trustees of Benjamin Pritchard.	- - -	Used in common.
Workshops - - -	Ditto - - -	- - -	Samuel Clinch Boyce, James Papineau, Messrs. Pound and Tasker, Charles Hinde, and Thomas Jones.
House - - -	Ditto - - -	- - -	Samuel Clinch Boyce.
Passage, Shed, Timber-shed, and Yard.	Elias de Gruchy Fassett, Sarah Brunton, Ann Jane Byfield Higden, Elizabeth Lamp-low Thompson, Maria Brétt, and William Fassett.	- - -	— Lacey.
Church Row - - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.
House and Yard - - -	— Oddie - - -	- - -	James Hughes.
House and Yard - - -	Ditto - - -	- - -	Arthur Ryder.
House and Yard - - -	Cordwainers Company	Robert Collins	Unoccupied.
House and Yard - - -	Ditto - - -	- - -	Charles Wiggins.
House and Yard - - -	Thomas Brown - - -	- - -	Thomas Brown.
House and Yard - - -	The Rev. Thomas Jones.	- - -	In hand.

Fenchurch Street.

House and Yard - - -	Jason Smith - - -	Alfred Kirkup, Seymour Stokes Kirkup, Mary Kirkup, Georgina Kirkup, and Ann Kirkup.	John Finlay.
House and Yard - - -	Ditto - - -	Ditto - - -	Joseph Hart.
House, Counting-house, and Yard.	Ann Hadley - - -	- - -	David Wm. Whitton.
House, Shop, Warehouse, and Counting-house.	Robert Parnter - - -	James Weddel Bridger	Joseph Dockerill and Robert Duchesne.
House - - -	Ditto - - -	Michael Parnter - - -	Charles Harris.
Fenchurch Street - - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>London Street.</i>			
House and Yard - -	Robert Parnter - -	- - - -	Messrs. Boulton, Watt, & Co.
House and Yard - -	Ditto - -	- - - -	Michael Parnter and Horatio Nelson Fisher.

Parishes of Allhallows Staining Mark Lane and Saint Katherine Coleman.

<i>London Street.</i>			
House - - -	Corporation of the City of London.	- - - -	Catherine Joseph.
House - - -	Ditto - - -	- - - -	Phillis M'Murdo.
House - - -	Ditto - - -	- - - -	Harriet Blackett.
House - - -	Ditto - - -	- - - -	Thomas Whiteley.
House - - -	Ditto - - -	- - - -	George Wedd.
House, Counting-house, and Yard.	Ditto - - -	- - - -	Adam Gordon.

Parish of Saint Katherine Coleman.

Gardens at the Backs of Houses in London Street.	Elias de Gruchy Fassett, Sarah Brunton, Ann Jane Byfield Higden, Elizabeth Lamplow Thompson, Maria Brett, and William Fassett.	- - - -	Catherine Joseph, Phillis M'Murdo, Harriet Blackett, Thomas Whiteley, Geo. Wedd, and Adam Gordon.
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Parishes of Allhallows Staining Mark Lane and Saint Olave Hart Street.

House and Offices - -	Corporation of the City of London.	- - - -	William Murray.
Garden at Back of ditto -	Elias de Gruchy Fassett, Sarah Brunton, Ann Jane Byfield Higden, Elizabeth Lamplow Thompson, Maria Brett, and William Fassett.	- - - -	Ditto.
<i>London Street.</i>			
House and Yard - -	Corporation of the City of London.	- - - -	Henry Hyman Cohen and David Cohen.
House and Yard - -	Ditto - - -	- - - -	George Chisman.
House and Yard - -	Ditto - - -	Elizabeth Guest, Edward Fearnley Whittington, William Pontifex, and Joseph Rigge, Trustees of John Guest.	Charles Benjamin Spaeth.
London Street - -	Commissioners of Sewers.	- - - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
<i>Parish of Saint Olave Hart Street.</i>			
<i>New London Street.</i>			
House and Yard - -	John Coope - -	Frederick George Curtis, Thomas West, — Wright, Louisa Woodbridge.	Robert Partridge and Messrs. Kiss & Son.
House and Yard - -	Ditto - -	Ditto - -	Edward Isaac Sydney.
Counting-house - -	Ditto - -	Ditto - -	John Bailey.
Warehouse over ditto, and over adjoining House.	Ditto - -	Ditto - -	Benjamin Todhunter and — Okey.
New London Street -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.
<i>Crutched Friars.</i>			
Counting-house - -	Jeremiah Harman, Henry Sterry, John Sterry, Charles Sterry, and Elizabeth Sterry.	- - -	Henry Sterry.
House and Yard - -	Ditto - -	- - -	Ditto.
House, Counting-house, and Yard.	Ditto - -	Henry Sterry - -	Messrs. Pinto, Perez, & Co.
Counting-houses, Chaise-house, Stables, and Cellars.	Ditto - -	- - -	Ditto.
Yard - -	Ditto - -	- - -	Used in common.
Crutched Friars - -	Commissioners of Sewers.	- - -	The Governor and Company of the New River and the City of London Gas Light and Coke Company.