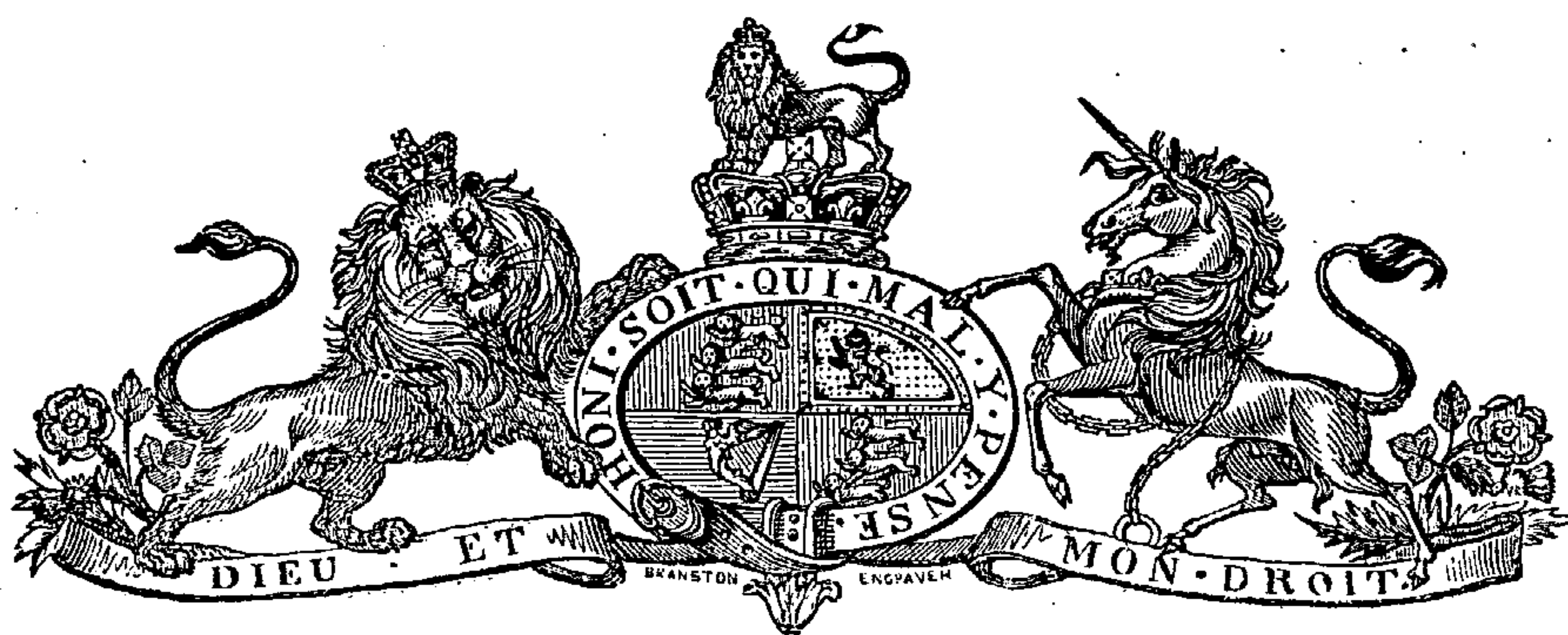




ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. xx.

An Act to enable the *London and Croydon* Railway Company to enlarge their Station in the Parish of *Saint Olave* in the Borough of *Southwark* in the County of *Surrey*, and to amend the Acts relating to the said Railway and Station.

[11th June 1838.]

WHEREAS an Act was passed in the Fifth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from Croydon to join the London and Greenwich Railway near London*, whereby the *London and Croydon* Railway Company, incorporated by the said Act, were authorized to raise and contribute amongst themselves the Sum of One hundred and forty thousand Pounds, to be divided into Shares of Twenty Pounds each ; and in case the said Money should be found insufficient for the Purposes of that Act the said Company were authorized to raise by Mortgage, in manner therein directed, or to raise and contribute amongst themselves, or by the Admission of new Subscribers, an additional Sum of Forty-five thousand Pounds : And whereas for the Purpose of affording Accommodation to Persons having passed upon the said Railway by the said recited Act authorized to be made, and afterwards passing upon the *London and Greenwich* Railway to or near *London Bridge*, and to Persons intending to approach

[Local.] 7 E 5 & 6 W. 4. c. 10.

approach the said Railway by means of the said *London and Greenwich* Railway, and also to Persons sending or receiving Goods, Articles, Matters, or Things that have passed or are intended to pass upon the said Railway, the Company incorporated by the said recited Act were by a certain other Act passed in the Seventh Year of the Reign of 7 W. 4. c. 121. His said late Majesty, intituled *An Act to enable the London and Croydon Railway Company to provide a Station and other Works in the Parish of Saint Olave in the Borough of Southwark in the County of Surrey, and to amend the Act relating to the said Railway*, authorized to provide a Station, Yard, Wharf, Warehouses, and other Conveniences in the said Parish of *Saint Olave* for the Reception of such Persons, and also for the Reception and Warehousing of such Goods, Articles, Matters, or Things, and for the Waggon and Carriages by which the same should be conveyed upon the said Railway; and by such last-mentioned Act the said Company were authorized to raise and contribute amongst themselves, or by the Admission of new Subscribers, or to raise by Mortgage on the Credit of the said Undertaking, the further additional Sum of One hundred thousand Pounds: And whereas under the Provisions of the said first-recited Act the said Company have raised by Subscription amongst themselves, divided into Shares of Twenty Pounds each, the Sum of One hundred and forty thousand Pounds, and they have also raised or are in the Course of raising the further Sum of Ninety-eight thousand Pounds in the Manner herein-after mentioned: And whereas certain other Acts of Parliament have been passed, authorizing other Companies to make Railways to various Places in the South and South-eastern Parts of *England* from the said *London and Croydon* Railway, which will very materially increase the Number of Persons passing and repassing upon the said *London and Greenwich* Railway with the view of passing and repassing on the said *London and Croydon* Railway to the Railways therewith connected or branching therefrom, and also of Persons sending and receiving Goods, Articles, Matters, or Things that have passed or are intended to pass on the said *London and Croydon* Railway; and it is expedient that the said Company should be enabled to provide a larger Station, Yard, Wharf, Warehouses, and other Conveniences in the said Parish of *Saint Olave* for the Accommodation of such additional Persons, and for the Reception of such further Goods, Articles, Matters, or Things, and for the Waggon and Carriages by which the same will be conveyed upon the said Railways: And whereas by reason of the great Increase of Traffic expected to pass upon the said *London and Croydon* Railway the said Company have been put to a much greater Expence in the Construction thereof, and in providing the said Station, than was originally contemplated, and it is expedient that Power should be given to the said Company to raise, in addition to the said Sums of One hundred and forty thousand Pounds and Ninety-eight thousand Pounds, a further Sum of Money for carrying into execution the Powers and Provisions of the said recited Acts and of this Act: And whereas it is also expedient that the Periods limited by the said recited Acts respectively for the Purchase of Lands and the Completion of the Works should be extended, and that some of the other Powers and Provisions of the said recited Acts should be altered, amended, and enlarged; but the Purposes aforesaid cannot be effected without the Aid

Aid and 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 the said recited Acts, and all Powers and Provisions therein respectively contained, (save and except such Parts thereof as are varied, altered, or repealed,) shall extend, and be construed, deemed, and taken to extend to this Act, and to such Lands, Houses, Buildings, and Sewers to be purchased, taken, and used for the Purposes of this Act, in as full and ample a Manner, to all Intents and Purposes, as if the same were repeated and re-enacted in this Act.

Powers of
recited Acts
to extend to
this Act.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to enlarge the said Station or Yard, and to erect additional Warehouses and other Conveniences, and for the Purpose of such Enlargement to take the Lands delineated on the amended Plan, and described in the Book of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County of *Surrey*, and specified and referred to in the First Schedule to this Act annexed; and all the Clauses, Powers, Provisions, Directions, Regulations, and Restrictions respectively contained in the said recited Acts relating to the compulsory Purchase of Lands for making the said Railway and Station shall (so far as the same are not hereby repealed or altered) extend and apply to the Purchase of Lands for enlarging the said Station or Yard, and for the said Warehouses and other Conveniences, as fully and effectually, to all Intents and Purposes, as if such Clauses, Powers, Provisions, Directions, Regulations, and Restrictions were herein repeated and re-enacted with respect to the Lands hereby authorized to be taken for such Enlargement of the said Station, Yard, Warehouses, and other Conveniences: Provided always, that it shall not be lawful for the said *London and Croydon* Railway Company to take any Lands belonging to the *London and Greenwich* Railway Company, save and except with the Consent of the said *London and Greenwich* Railway Company signified by Writing under their Common Seal: Provided also, that it shall not be lawful for the said *London and Croydon* Railway Company to take, use, arch over, or in any Manner interfere or meddle with any Part of a certain Street called *Joiner Street*, lying on the South Side of the said *London and Greenwich* Railway, or Entrance or Approach thereto as already constructed, or to interrupt the free Passage through the said Street into *Duke Street* and *Tooley Street*, otherwise than by the Construction of such Arch over the same on the Northern Side of the last-mentioned Railway, and such Deviation of the said Street at the North End thereof, as shown on the Plan next herein-after referred to; nor shall it be lawful for the said *London and Croydon* Railway Company to take, use, arch over, or in any Manner obstruct, interfere, or meddle with a certain Street called *Dean Street* otherwise than by the Construction of such Arch over the same in Extension of the present Arch of the *London and Greenwich* Railway as shown in the same Plan as herein-after mentioned; and it shall not be lawful for the said Company to make any Deviation therefrom.

Power to en-
large the
Station.

III. And

Amended
Plan and
Book of
Reference to
be deposited
with the
Clerk of the
Peace, and
be open to
Inspection.

III. And whereas a Plan describing the Land to be taken for enlarging the said Station or Yard, and for the Erection of Warehouses and other Conveniences, together with a Book of Reference thereto containing a List of the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Premises, has been deposited at the Office of the Clerk of the Peace for the said County of *Surrey*, and a Copy of such Plan, together with a Copy of such Book of Reference, has been deposited with the Parish Clerk of *Saint Olave* in the Borough of *Southwark*: And whereas since the depositing of the said Plan it has been agreed to restrain the said Company from purchasing a certain Portion of such Land, and to compel the said Company to purchase other Portions of the said Land marked respectively on the said Plan; be it therefore enacted, That it shall not be lawful for the said Company to proceed in the enlarging or the said Station or Yard unless the said Company shall have previously to the Commencement of such Work deposited with the Clerk of the Peace for the said County of *Surrey* and with the Parish Clerk of the said Parish of *Saint Olave* a Plan on the same Scale and containing the same Particulars as the original Plan, the Property which the said Company are now restrained from purchasing being only omitted; 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 Plan and Book of Reference, paying to the said Clerk of the Peace or Parish Clerk, as the Case may be, the Sum of One Shilling for every such Inspection, and the further Sum of One Shilling for every Hour during which the said Inspection shall continue after the first Hour, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plan or Book of Reference so deposited with the said Clerk of the Peace, or true Copies thereof certified by such Clerk of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Houses not
to be used
unless speci-
fied in Sche-
dule.

IV. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take 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-seven, other than and except such as are specified in the Schedules to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof.

Unintention-
al Errors in
Schedule or
Book of Re-
ference not
to prevent
Execution of
the Act.

V. Provided also, and be it further enacted, That it shall be lawful for the said Company to take any Lands delineated upon the said amended Plan, although such Lands or any of them, or the Situation thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Book 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, (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, of which Petty Sessions Ten Days Notice shall be given to the Tenants or Occupiers of such Lands; and the Decision of such Justices

Justices shall be subject to Appeal at the next General or Quarter Sessions of the Peace for the said County of *Surrey*.

VI. And be it further enacted, That the said Company shall and they are hereby required, within Ten Days after the passing of this Act, and so from Time to Time hereafter as Occasion may require, to apply to Two Justices of the Peace for the Counties of *Kent* and *Surrey*, or either of them, which Justices shall and they are hereby authorized and required to appoint such and so many fit and proper Persons as shall be nominated to them by the said Company, or by the Chairman of the Directors, or by the Secretary for the Time being of the said Company, for that Purpose, to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall make a solemn Declaration, to be administered by the same or some other Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed, and having made such Declaration as aforesaid, shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises and within Half a Mile therefrom, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for any Two Justices of the Peace, upon the Application of the said Company, or of their Secretary, or of the Chairman of the Directors, to dismiss or remove any such Constable from his Office of Constable, and to appoint another or others in his or their Stead; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease; and all such Constables shall have and receive from the said Company such Sums of Money by way of Salaries or Wages as shall from Time to Time be appointed by any Two such Justices of the Peace; and such Salaries or Wages shall be paid by the said Company to such Constables at such Times as shall be appointed by the said Justices, and shall be recovered from the said Company in such and the same Manner as any Money ordered by a Justice or Justices of the Peace to be paid by the said Company may be recovered under the Provisions of the said recited Acts or this Act: Provided always, that if the said Company fail to apply to the said Justices within the Time herein-before limited, or if they do not on such Application nominate a sufficient Number of fit and proper Persons, or if at any Time thereafter there shall not be a sufficient Number of Constables employed as aforesaid, it shall be lawful for any Two Justices of the Peace for the said Counties of *Surrey* and *Kent*, or either of them, from Time to Time to appoint such and so many fit and proper Persons as Special Constables as aforesaid, and the said Company shall pay them such Salaries or Wages as such Justices shall direct, to be recovered as aforesaid.

[*Local.*]

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VII. And

Company to
provide a
new Site for
the Erection
of St. Olave's
Girls Cha-
rity School.

VII. And whereas it is necessary that the said Company should purchase and take for the Purposes of this Act the Site of Ground whereon a School-house or Buildings and Premises is now erected situate in *Joiner Street* in the said Parish of *Saint Olave*, belonging to the Trustees of *Saint Olave* Girls Charity School; be it therefore further enacted, That in case the said Piece of Ground shall be taken by the said Company for the Purposes of this Act, the said Company, before they take Possession of the said Ground and Premises, or any Part thereof, shall provide and convey in exchange to the said Trustees a Piece of Ground within the said Parish convenient for a Site of Ground for the Erection of a new School-house, and other the Purposes of the said School, in lieu of the first-mentioned Piece of Ground, and to be approved of by the Rector of the Parish for the Time being; and in case the said Piece of Ground so to be provided as last aforesaid shall in the Opinion of the said Trustees be of less Value than the said first-mentioned Piece of Ground, then such Sum of Money shall be paid to the said Trustees for Equality of Exchange out of the Monies to be raised for the Purposes of this Act as in the Judgment of Two Surveyors, one to be appointed by the said Company, and the other by the said Trustees, shall be the Difference in Value between the said Sites or Pieces of Land to be so taken and provided respectively as aforesaid; and in case such Two Surveyors shall differ in respect of such Value, then the same shall be referred to and determined by a Third Surveyor, to be named by the Two Surveyors first chosen; and such Sum of Money which shall in manner aforesaid be agreed on or determined to be the Difference in Value (together with all the necessary Costs, Charges, and Expences of the said Trustees attending such Exchange and Conveyance of such Land, and incident thereto,) shall be paid by the said Company to the said Trustees before the said Company, or any Person authorized by them, shall proceed to or in any Manner take Possession of the said first-mentioned Piece of Ground and Premises, or to use the same or any Part thereof for the Purposes of this Act.

Company to
provide a
temporary
House for
St. Olave's
Girls Cha-
rity School.

VIII. Provided always, and be it further enacted, That before the said Company shall take Possession of the before-mentioned Piece of Ground, School-house, and Premises belonging to the Trustees of *Saint Olave's* Girls Charity School, and until the Time when the new School-house and Premises shall be erected and built, and shall be completely fit for Occupation, the said Company shall and they are hereby required to rent or otherwise provide a convenient House or Houses or Buildings for the temporary Accommodation of the Mistress and Scholars of the said School, and other the Purposes thereof, to be approved by the said Trustees, in order that the same may be used accordingly during the Erection of a new School-house and Premises on such Site so to be furnished by the said Company as aforesaid; and the said Trustees shall have the Use of such Houses and Buildings until the Expiration of Eighteen Calendar Months after and to be computed from the Time that such Site shall have been conveyed in exchange to them as aforesaid, and they shall have had the Possession thereof; and the Rent or other Consideration for the Use of such Houses and Buildings, together with all Rates and Taxes payable in respect thereof, and all the necessary Expences of Removal and fitting

fitting up the new School, shall be paid by the said Company to the said Trustees.

IX. And whereas it has been agreed by and between the said Company and the said Trustees of the said Girls School that the Sum of One thousand nine hundred and fifty Pounds is a fair and reasonable Sum of Money to be paid by the said Company to the said Trustees to enable them to erect and build a new School and Premises upon the Site of Ground so to be provided by the said Company in the Room and Stead of the said present School intended to be taken by the said Company for the Purposes of this Act; be it therefore further enacted, That the said Company shall and they are hereby required, out of the Monies to be raised by virtue of this Act, before they take Possession of the said School, Hereditaments, and Premises, or any Part thereof, to pay to the Trustees of the said School, or to their Treasurer for the Time being, the said Sum of One thousand nine hundred and fifty Pounds, the said Trustees retaining all the Fixtures now in and about the said School-house and Premises, which Sum shall be accepted and taken by the said Trustees in full for the Purchase of the said present School; and that from and after such Payment, and the providing such Site of Ground, and also from and after Payment of the Rent, Taxes, and Outgoings of a temporary School during the Erection of such new School as before mentioned, and all other reasonable Costs, Charges, and Expences which the said Trustees may incur or be subject to in carrying this Arrangement into effect, or otherwise in relation thereto, and indemnifying the said Trustees, the said Company shall be absolutely discharged from all Liability, Claims, and Demands whatsoever of the said Trustees for or on account of the said School-house, Ground, and Premises so to be taken by the said Company for the Purposes of this Act.

Company to pay 1,950*l.* to the Trustees of St. Olave's Girls Charity School for the Erection of a new School-house, and also to indemnify the Trustees against all Expences.

X. And be it further enacted, That in case the Owner, Lessee, or Occupier or other Person interested in any House, Shop, Warehouse, Manufactory, Ground, or Building comprised in the First Schedule to this Act shall, by Notice in Writing to be left at the Office of the said Company require, the said Company to purchase his, her, or their Right and Interest in any such Houses, Shops, Warehouses, Manufactories, Ground, and Buildings, the said Company shall and they are hereby required, within Three Months next after any such Notice or Notices, to treat with the Person or Persons giving such Notice or Notices for the Purchase of his, her, or their Right and Interest in such Houses, Shops, Warehouses, Manufactories, Ground, and Buildings mentioned in such Notice or Notices respectively, and for the Compensation, Recompence, and Satisfaction to be made to him, her, or them for any Loss, Damage, or Injury in respect of any Goodwill, Improvements, Tenants Fixtures, Machinery, or otherwise; and in case the Person or Persons so giving such Notice or Notices and the said Company shall not agree as to the Amount or Value of the Purchase Money, Satisfaction, Recompence, or Compensation to be paid for the Value of such Houses, Shops, Warehouses, Manufactories, Grounds, and Buildings, Goodwills, Improvements, Tenants Fixtures, and Machinery, or otherwise, then the Amount or Value of such

Power to Owners, &c. of Property in First Schedule to compel Purchase thereof.

such Purchase Money, Satisfaction, Recompence, or Compensation shall be ascertained and settled by the Verdict of a Jury in the Manner by the said first-recited Act directed for ascertaining and settling the Value or Recompence for other Lands, Tenements, Hereditaments, and Premises to be taken or purchased for the Purposes of that Act: Provided always, that the Company shall not be compelled to purchase any such Lands or Houses after the Expiration of Twelve Months from and after the passing of this Act.

Company to purchase certain Property in Second Schedule, if required.

XI. And be it further enacted, That in case the Owner, Lessee, or Occupier or other Person interested in any Property numbered respectively 18, 19, 20, 21, 22, 23, 24, 25, and 26, to the Corner of *Dean Street* inclusive, on the amended Plan herein-before mentioned, and also contained in the Second Schedule to this Act annexed, shall at any Time within Two Years after the passing of this Act give Notice to be left at the Office of the said Company, and thereby require the said Company to purchase his Right or Interest in such Property, the said Company shall and they are hereby required, within Three Calendar Months next after any such Notice, to treat with the Person giving such Notice for, and complete the Purchase of his Right and Interest in the said Property, and for Compensation, Recompence, and Satisfaction to be made to him for any Loss, Damage, or Injury sustained or to be sustained in respect of any Goodwill, Improvements, Tenants Fixtures, or otherwise; and in case the said Person giving such Notice and the said Company shall not agree as to the Amount or Value of the Satisfaction, Recompence, or Compensation to be given or paid for such Property, Goodwill, Improvements, Tenants Fixtures, or otherwise, then the Amount or Value thereof shall be ascertained and settled by the Verdict of a Jury in manner in the said recited Acts directed for ascertaining and settling the Value of the other Lands, Tenements, Hereditaments, and Premises to be taken or purchased by virtue of this or the said recited Acts: Provided always, that if any such Notice shall be given, and the said Company shall have purchased any Part of such Property numbered as herein-before mentioned, and contained in the Second Schedule to this Act annexed, it shall be lawful for the said Company, at any Time within Three Years after the passing of this Act, to purchase, if they think fit, the Whole or any Part of such Property numbered as herein-before specified, and contained in the Second Schedule to this Act annexed, giving to all and every the Person or Persons interested therein Three Calendar Months Notice; and in case of Difference as to the Value thereof, or of any Interest therein as before mentioned, the same shall be ascertained and settled by the Verdict of a Jury as by the said recited Acts and this Act directed.

Compensation to be made to Owners of certain Property in *Dean Street*, if required.

XII. And whereas by extending the present Archway of the *London and Greenwich* Railway Company over *Dean Street* aforesaid for the Purposes of the said Station, and by the great Increase of Traffic expected upon the said Station, and the Railways connected or to be connected therewith, or using the same, certain Houses, Buildings, and Property situate in *Dean Street* aforesaid on the Southern Side of the said Archway, and not belonging to the said *London*

London and Greenwich Railway Company, may be deteriorated in Value ; and it is just and reasonable that any such Deterioration shall be compensated by the said *London and Croydon* Railway Company ; be it therefore enacted, That it shall be lawful for the Person or Persons in whom the Interest in a certain Lease stated to be granted by the Dean and Chapter of the Metropolitcal Church of *Canterbury* to *Philip Cox* Esquire, since deceased, dated on or about the Twenty-eighth Day of *June* One thousand seven hundred and seventy, or the Lessee or Lessees of any such Person or Persons, at any Time or Times by Notice in Writing to call upon the said Company to treat and make reasonable Compensation for any such Deterioration ; and in case the said Company and any such Person or Persons shall not within Twenty-one Days after the Delivery of such Notice agree as to the Amount or Value of such Compensation, then and in every such Case such Amount or Value shall be ascertained and settled by the Verdict of a Jury in manner in the said recited Acts directed for ascertaining and settling the Value of any Lands, Tenements, or Hereditaments to be taken or purchased by virtue of this or the said recited Acts.

XIII. And be it further enacted, That in all Cases where by the said recited Acts or either of them, or by this Act, the said Company are authorized or empowered to enter upon any Lands required for the Purposes of the said Railway or Station, and the Owner or Occupier of any of the said Lands, or any other Person, shall refuse to give up the Possession thereof, or shall hinder or prevent the said Company from entering upon or taking Possession of the same, it shall be lawful for the said Company to issue their Precept to the Sheriff or other proper Officer of the County or Place in which any such Lands shall be situate to deliver Possession of the same to such Person as shall in such Precept be nominated in that Behalf, and the said Sheriff or other Officer is hereby required to deliver Possession of any such Lands accordingly, and, for the Purpose of satisfying such Costs as shall accrue by reason of the Issuing and Execution of such Precept, to levy the same on the Person so refusing to give Possession, or hindering or preventing the said Company from entering upon or taking Possession, by Distress and Sale of his Goods and Chattels.

Sheriff may be authorized to deliver Possession of Lands required for the Work.

XIV. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this or the said recited Acts, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of the said Acts and the Residue of such Lands ; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this or the said recited Acts is directed to be settled in case of Dispute as to the Value thereof ; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden ;

Rents on Leases to be apportioned.

[*Local.*]

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and

and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of the said Acts; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Lands not required for the Purposes of the said Acts as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease and not required for the Purposes of the said Acts, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Regulation
of 14 G. 3.
c. 78. not to
extend to
Buildings
erected by
the London
and Croydon
Railway
Company.

XV. And be it further enacted, That the several Rules and Regulations contained in a certain Act passed in the Fourteenth Year of the Reign of His Majesty King George the Third, intituled *An Act for the further and better Regulation of Buildings and Party Walls, and for the more effectually preventing Mischief by Fire within the Cities of London and Westminster and the Liberties thereof, and other the Parishes, Precincts, and Places within the Weekly Bills of Mortality, the Parishes of Saint Marylebone, Paddington, Saint Pancras, and Saint Luke's at Chelsea, in the County of Middlesex; and for indemnifying, under certain Conditions, Builders and other Persons against the Penalties to which they are or may be liable for erecting Buildings within the Limits aforesaid contrary to Law*, shall not extend nor be construed to extend to any Buildings of the said Company erected or to be erected within or in connexion with the Works of the said Railway and Station by virtue of the said recited Acts or of this Act.

Power to hire
Offices on
Lease.

XVI. And be it further enacted, That the said Company may and are hereby authorized (if they shall think fit) to hire or take any Buildings or Lands for the Purpose of making Offices at a Distance from the said Railway on Building Leases, or as Tenants for a Term of Years or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, which shall be binding upon the said Company and their Successors.

Power to
arch over
certain Pas-
sages.

XVII. And whereas the Land hereby authorized to be purchased abuts on certain Passages or public Thoroughfares respectively called or known as *Glean Alley, Joiner Street, and Dean Street* in the said Parish of *Saint Olave*, over which the *London and Greenwich Railway Company* have already, under the Powers of their Act, built or erected Arches; and it is expedient that Powers should be given to the said *London and Croydon Railway Company* to carry their Works over the said Passages, Streets, or Thoroughfares by Arches also; be it therefore enacted, That it shall be lawful for the said

Company,

Company, to the Extent of the Land they become possessed of on each Side of the said Passages, Streets, or Thoroughfares, to connect the same by Arches of the same Height as the Arches of the *London and Greenwich* Railway over the same Passages, Streets, or Thoroughfares respectively; and the said Arches shall be made, as directed by the said secondly-recited Act, under the Superintendence and to the Satisfaction of the Commissioners for paving the East Division of the Borough of *Southwark*: Provided always, that it shall not be lawful for the said *London and Croydon* Railway Company to construct any Arch over or across *Dean Street* aforesaid to a greater Extent than would be included in a straight Line drawn from the South Corner of the Premises now or late in the Occupation of *James Anderson* to the extreme North-west Corner of the Premises now or late in the Occupation of *John Clarke*, nor shall any Arch be constructed by the said Company over or across *Joiner Street* aforesaid on the North Side of the *London and Greenwich* Railway to a greater Extent than Twenty-five Feet on the Average, without the Consent of the said Commissioners for paving the East Division of *Southwark* aforesaid, such Consent to be signified in Writing under the Hand of the Clerk for the Time being of the said Commissioners.

XVIII. Provided always, and be it further enacted, That where any Bridge or Arch shall be erected by the said *London and Croydon* Railway Company over or across the said Street or public Thoroughfare called or known as *Glean Alley*, such Bridge or Arch shall be of One Span, and the Space of the Arch of such Bridge or Arch shall be formed and shall at all Times be continued of such Width so as to leave a clear and open Space of every such Bridge or Arch of not less than Eighteen Feet, with the Footpaths thereto, and the Soffit of the Arch of the same Level as the Soffit of the Arches of the *London and Greenwich* Railway over the same Thoroughfare, and the Descent under such Bridge or Arch shall not exceed One Foot in Thirty Feet; and the said Company shall, at their own Expence, well and effectually form and pave the said Street or public Thoroughfare called *Glean Alley* aforesaid, both Foot and Carriage Ways, with new and sound Materials, under the Direction and Superintendence of the Surveyor for the Time being to the said Commissioners of Pavements for the East Division of *Southwark*, and shall also make proper Drains or Sewers for carrying off the waste Water, the same to be also executed under the Direction and to the Satisfaction of the Commissioners of Sewers for *Surrey and Kent*, and to the said Commissioners of Pavements for the East Division of *Southwark*, by and at the Expence of the Company.

Regulating
the Manner
of arching
over Glean
Alley.

XIX. And be it further enacted, That the said *London and Croydon* Railway Company shall and are hereby required, at their own Expence, to find and provide such Number of Gas Lamps, with all proper Fittings and Apparatus to the same, for well and effectually lighting with Gas Light, as shall by the Surveyor for the Time being to the said Commissioners for paving the East Division of *Southwark*, and lighting the Streets and Places therein, be deemed necessary,

Glean Alley
to be lighted.

necessary, under the said Bridges and Arches to be constructed over or across *Glean Alley* aforesaid, and to be affixed up to such Parts of the said Bridges or Arches under the Direction of the said Surveyor, such Gas Lamps to be kept constantly burning as well in the Day-time as at Night, for the public Safety, and for the Convenience and Protection of the Passengers travelling or passing through *Glean Alley* aforesaid; and in case the said Company shall neglect, omit, or at any Time discontinue lighting such Gas Lamps, either in the Day-time or at Night, it shall be lawful for the Commissioners having the Control of the Pavements within the East Division of *Southwark* to light the same or such of them as shall have been omitted or discontinued to be lighted; and all the Costs, Charges, and Expences which the said Commissioners shall expend or incur thereby shall be paid by the Treasurer of the said Company on Demand; and in case of Delay of Payment, or of the Nonpayment thereof for the Space of One Calendar Month next after such Demand, then it shall and may be lawful for any Five or more of the said Commissioners and they are hereby authorized and empowered from Time to Time to bring any Action at Law in any of Her Majesty's Courts of Record at *Westminster*, in their Names or in the Name of their Clerk for the Time being, against the said Company, and to recover in such Action such Sum of Money as shall have been from Time to Time fairly and *bonâ fide* expended or incurred for the Purposes aforesaid, together with full Costs of Suit.

Power to stop up *Glean Alley*, with Consent of Commissioners of Pavements.

XX. And whereas the Land hereby authorized to be purchased will abut on a certain Street or public Thoroughfare, leading from and out of *Tooley Street* to other public Thoroughfares communicating with a certain Place called the *Broadway*, called *Glean Alley*, in the Parish of *Saint Olave* aforesaid, and which without Inconvenience to the Public might be stopped up; be it therefore enacted, That if upon the View of the Commissioners for paving the East Division of *Southwark*, and for opening, widening, and better regulating the Streets, Lanes, and Places within the same Division, it shall to them appear that the said public Thoroughfare called *Glean Alley* may without Inconvenience to the Public be discontinued and stopped up, then and in such Case it shall and may be lawful to and for the said *London* and *Croydon* Railway Company, with the Consent of the said Commissioners, testified by Writing under the Hand of the Clerk to such Commissioners for the Time being, and by and with the Consent of the Owner and Owners of the Houses, Lands, or Tenements adjoining to Four Parts in Five in the Length of the said public Thoroughfare, testified by Writing under his, her, or their Hand or Hands, to discontinue and stop up the aforesaid public Thoroughfare, and such public Thoroughfare shall be discontinued and stopped up accordingly.

A new Street to be formed from Joiner Street to Crown Square if *Glean Alley* stopped up.

XXI. And be it further enacted, That before the said Street or public Thoroughfare called *Glean Alley* shall be so stopped up with such Consent as aforesaid the said *London* and *Croydon* Railway Company shall at their own Expence cause a sufficient Street, not less than Twenty-four Feet in Width, to be set out and made instead thereof on the South Side of the said *London* and *Greenwich* Railway,

Railway, so as to make a direct Communication from *Joiner Street* to *Crown Square* for Passengers and Carriages, and shall well and effectually form and pave the same under the Direction and Superintendence of the Surveyor for the Time being to the said Commissioners of Pavements, but nevertheless at the Costs, Charges, and Expences of the said Company; and from and after such Street shall be set out, made, and paved as aforesaid to the Satisfaction of the said Surveyor, the same shall be under the Control, Jurisdiction, and Management of the said Commissioners, and shall thenceforth be maintained, cleansed, and repaired by them.

XXII. And be it further enacted, That the Periods limited by the said recited Acts respectively for purchasing the Lands which the said Company are respectively empowered by the said Acts to take or use shall be revived, continued, extended, and enlarged for the further Term of One Year, to be computed from the Expiration of the Period so limited by the said recited Acts respectively.

Enlarging
Time for
taking Lands.

XXIII. And be it further enacted, That the Period limited by the said first-recited Act for completing the said Railway and Works shall be extended for the further Term of Two Years, to be computed from the Expiration of the Period by the said first-recited Act limited.

Period for
completing
the Railway
extended.

XXIV. And be it further enacted, That unless the said Company shall within the Space of One Year, to be computed from the passing of this Act, purchase and pay for, as in this Act is mentioned, the Lands specified or referred to in the First Schedule to this Act, which they are by this Act empowered to take or use, the Powers hereby granted to them for taking or using any such Lands shall, after the said Period of One Year, cease and be utterly void, save and except with the Consent in Writing of the Owners and Occupiers thereof respectively.

Limiting
Period for
purchasing
Lands under
this Act.

XXV. And whereas it is by the first said recited Act enacted, that in every Case in which the Verdict of a Jury shall be given for a greater Sum than should 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 Act, or as a Compensation or Satisfaction for any Damage or Loss which might happen or arise in or be occasioned by the Execution of any of the Powers of the said Act, all the Costs incurred in summoning, impannelling, and returning such Jury, and the Expences of Witnesses, should be defrayed by the said Company, and such Costs and Expences should be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as therein mentioned; and in case such Costs and Expences should not be paid to the Party entitled to receive the same within Ten Days after the same should have been demanded, the same should and might be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition should be held, not interested in the Matter in question, which Warrant such

Repeal of the
Provisions of
the former
Act for the
Expence of
Juries.

[*Local.*]

7 H

Justice

Justice was thereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; and in case the Verdict of the Jury should be given for the same or a less Sum as should have been previously offered by the said Company, one Moiety of such Costs and Expences should be defrayed by the Party with whom the said Company should have such Controversy or Dispute, and the remaining Moiety should be defrayed by the said Company, and the other Moiety of such Costs and Expences, having been ascertained and settled in manner therein-before mentioned, should and might be deducted out of the Money awarded to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of such Money should be deemed and taken to be a good Payment or Tender and Satisfaction of the whole thereof; provided always, that in case where by reason of Absence in Foreign Parts, or from any other Cause or Disability not therein-before provided for, any Person should have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences (to be settled and determined in manner therein-before directed) should be borne and paid by the said Company: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Expences of
Jury how to
be paid.

XXVI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or 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 or under the Authority of the said recited Acts or this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereby and hereby granted, all the Costs, Charges, and Expences of summoning and impannelling such Jury, Counsel, and Witnesses, and the Expences of the Bond to be given by the Party requiring the Jury to be summoned as in the said recited Act mentioned, and of the Inquisition and Verdict and Judgment thereon, or in anywise consequent or incident to the same, shall be defrayed by the said Company, and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, one Moiety of the said

Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use; and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

XXVII. And whereas by the said first-recited Act it was enacted, that upon Payment or legal Tender 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 to convey the same, then upon Payment of such Money into the Bank of *England*, as therein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money should have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation as aforesaid which any Corporation, Trustee, or Person under Disability was thereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as therein-before directed, to an Account *ex parte* "The *London and Croydon* Railway Company," then and in every of such Cases it should be lawful for the said Company immediately to enter upon 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 this Act; and such 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 Estates Tail, and other Estates in Reversion and Remainder, and all Right, Titles, Limitations, and Trusts whatsoever of and in the said Lands; and it was provided, that before such Payment, Tender, or

Repeal of
Clause giving
Power to
enter Lands,
&c. on Pay-
ment or
Tender of
Purchase
Money.

Deposit

Deposit in the Bank of *England* as aforesaid it should 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 that Act, save for the Purposes of ascertaining and setting out the same for the Purposes of the said first-recited Act, without the previous Consent of the Owners and Occupiers thereof respectively: And whereas it is expedient that such Enactment and Provision should be altered and amended; be it therefore enacted, That the same shall be and are hereby repealed.

Power to
enter Lands,
&c. on Pay-
ment or
Tender of
Purchase
Money.

XXVIII. 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 aforesaid, for the Purchase of any Lands, Rent, or other Charge as aforesaid, to the respective Proprietors of such Lands or other Persons respectively interested therein and entitled to receive such Money within One Calendar Month after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse 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 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 or such Compensation as aforesaid which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England*, as herein-before directed, to an Account *ex parte* "The *London and Croydon* Railway Company," then and in every such Case it shall be lawful for the said Company immediately to enter upon 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 in respect of whose Rights or Interests such Purchase Money shall have been paid, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, 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 belonging to such Parties as aforesaid: Provided nevertheless, that before such Payment, 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 Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

XXIX. And

XXIX. And be it further enacted, That where, by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands the Time limited for the Purchase of which is by the second recited Act extended, or to be purchased, taken, or used under the Authority of this Act, or from any other Cause except the wilful Refusal of such Person or Corporation to convey the said Lands, or to accept the Purchase or Compensation Money herein-after mentioned, the Purchase Money for any Lands, or any Money to be paid by way of Recompence or Compensation for any permanent Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the Court of Exchequer to order the reasonable Costs, Charges, and Expences attending any such Purchase, taking, or using of Land, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Reinvestment of the same, or the Government or Real Securities purchased therewith, in the Purchase of other Lands, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders and of all other Proceedings for such Purposes, except such as may be occasioned by Litigation between Claimants, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested, and for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities aforesaid, to be paid by the said Company; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

Court may order reasonable Expences of Purchases and Investments to be paid by the Company,

XXX. And whereas by the said recited Act it is enacted, that the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them should seem expedient for the Purposes in the said recited Act mentioned, which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published and painted on Boards, should be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls should be collected or paid under the Authority of the said Act, and should from Time to Time be renewed as often as the same or any Part thereof should be obliterated or destroyed: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That so much of the said recited Act as requires that the Bye Laws, Orders, and Rules therein mentioned should be painted on Boards, and hung up and affixed as therein mentioned, shall be and the same is hereby repealed.

So much of recited Act as requires that Bye Laws, &c. should be painted on Boards, &c. repealed,

XXXI. And be it further enacted, That the Bye Laws, Orders, and Rules of the said Company made or hereafter to be made by virtue of this or the said first-recited Act, being reduced into Writing under the Common Seal of the said Company, and printed and

Such Portion of Bye Laws as shall be of a public Nature to be

[*Local.*]

7 I

published,

painted on
Boards, &c.

published, shall, as to such and to so much of the said Bye Laws, Orders, and Rules as shall be of a public Nature, and shall relate to or affect other Persons than the Officers and Servants of the said Company, be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this or the said recited Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this or the said recited Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner in the said recited Act mentioned: Provided always, that no such Bye Laws, Orders, or Rules so made, nor any Alteration, Amendment, or Repeal thereof, shall be valid unless the same respectively shall have been allowed by the Justices of the Peace assembled at any General or Quarter Sessions of the Peace for the Counties of *Kent* and *Surrey*, or either of them, or by Her Majesty's Justices of Her Courts of Queen's Bench or Common Pleas, or the Barons of Her Majesty's Court of Exchequer, or by any One or more of the said Justices or Barons.

Power to
close Trans-
fer Books
at certain
Periods.

XXXII. And be it further enacted, That it shall be lawful for the Directors of the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfer of Shares for a Period not exceeding Ten Days before each of the Half-yearly General Meetings of the said Company, and any Day appointed for the Payment of Dividends, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previous to the Day fixed for closing the Books: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in Two or more *London* Newspapers.

Subscribers
for the
98,000*l.* to
be deemed
Proprietors,
and not to be
liable beyond
the Amount
fixed at a
Meeting of
the Com-
pany.

XXXIII. And whereas in order to raise the said additional Sum of Money authorized to be raised by the said herein secondly-recited Act it was resolved at a Special General Meeting of the said Company, that the Sum of Ninety-eight thousand Pounds should be raised by Subscription among the Proprietors of the said Company, or such of them as should be willing to subscribe, and that for this Purpose Seven thousand additional Shares of Twenty Pounds each should be issued to such Proprietors at and when the Price or Sum of Fourteen Pounds for each Share should have been paid: And whereas the Sum of Ninety-eight thousand Pounds has been subscribed for, and Seven thousand additional Shares are to be issued in pursuance of the said Resolution: And whereas it is expedient to prevent Doubts arising as to the Rights and Liabilities of the Persons who have subscribed for such additional Shares, and agreed to pay the Sum of Fourteen Pounds;

Pounds; be it therefore further enacted, That it shall not be lawful for the Directors of the said Company to make any Call upon any Person or Corporation who shall be the Proprietor of any of the said additional Shares for more than the Sum of Fourteen Pounds in the whole upon each and every such Share; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed for such additional Shares, and shall have already paid or shall hereafter pay the Sum of Fourteen Pounds as the Price of each such Share, shall be and they are hereby declared to be Owners and Proprietors of the Capital Stock of the said Undertaking, and interested in the Profits thereof, to the same Extent and in the same Manner, to all Intents and Purposes, as Proprietors of the same Number of original Shares who have paid the Sum of Twenty Pounds for each such Share, and shall in respect of every such additional Share be entitled to all such Dividends, Rights, and Privileges as if the same had been an original Share upon which Twenty Pounds had been paid.

XXXIV. And be it further enacted, That in addition to the said Sums of One hundred and forty thousand Pounds and Ninety-eight thousand Pounds so raised or in the course of being raised as aforesaid it shall be lawful for the said Company to raise by Contribution among themselves, or by the Admission of other Persons as Subscribers to the said Undertaking, or in part by each of those Means, a further Sum of Money not exceeding in the whole the Sum of One hundred and sixty thousand Pounds; and it shall be lawful for the Directors of the said Company and they are hereby authorized and empowered to issue any Number of Shares of Twenty Pounds each at such Price and in such Manner as shall be determined at any General or Special General Meeting or Meetings of the said Company; and the further Sum so raised shall be considered as Part of the Capital or Joint Stock of the said Company; and all Persons or Corporations subscribing towards raising such further Sum of Money shall be liable to such Forfeitures, and be under the same Rules, Regulations and Restrictions, as in the said first-recited Act is provided for the original Proprietors, of Shares, and after having paid the Amount determined for each Share as aforesaid shall be Proprietors in the said Undertaking, and have the like Votes, either personally or by Proxy, in respect of such further Shares, and have the like Rights and Privileges, and stand interested in the Dividends and Profits of the said Undertaking, as generally and extensively to all Intents and Purposes as if they had been original Subscribers to the said Undertaking, and had paid the Sum of Twenty Pounds for each such Share, and as if such further or other Sum hereby authorized to be subscribed for and raised had been Part of the original Capital of the said Company: Provided always, that if it shall be determined at any General or Special General Meeting to issue any further Number of Shares under the Authority of this Act the said Directors are hereby authorized and empowered to make Calls for the Amount fixed as the Price of such Shares in such Manner and with the same Remedies for the Recovery thereof as is provided in the said first-recited Act for the original Shares; and if the Sum so fixed as the Price of any such further Shares shall be less than Twenty Pounds for each Share

Power to
raise addi-
tional Sum
by Subscrip-
tion.

it

it shall not be lawful for the said Directors to call in respect of such Shares for more than the Sum so fixed as the Price thereof.

Power to
raise Money
by Mortgage.

XXXV. And whereas no Money has yet been raised by Mortgage upon the Credit of the said Undertaking; be it therefore enacted, That it shall be lawful for the said Company, after the Sum of One hundred and ninety-nine thousand Pounds by the said recited Acts or this Act authorized to be raised by Subscription shall have been paid up, by an Order or Orders of any General or Special General Meeting or Meetings, to borrow or take up at Interest any further or additional Sum not exceeding Eighty thousand Pounds, and after the said Sum of One hundred and sixty thousand Pounds shall have been subscribed for a further Sum of Fifty thousand Pounds, on the Credit of the said Undertaking, in such Sums and Manner as such Meeting shall direct; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of the said recited Acts and this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of the Funds of the said Company,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, certified by One Director or by a Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the making of the Order for raising such additional Sum of Money; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of
Mortgage,

‘ *London and Croydon Railway Company.*

‘ Number

‘ **W**HEREAS an Act was passed in the Fifth Year of the Reign of
 ‘ His Majesty King *William* the Fourth, intituled *An Act for*
 ‘ *making a Railway from Croydon to join the London and Greenwich*
 ‘ *Railway near London*: And whereas another Act was passed in the
 ‘ Seventh Year of the Reign of His said Majesty, intituled *An Act to*
 ‘ *enable the London and Croydon Railway Company to provide a*
 ‘ *Station and other Works in the Parish of Saint Olave in the Borough*
 ‘ *of Southwark in the County of Surrey, and to amend the Act relating*
 ‘ *to the said Railway*: And whereas another Act was passed in the
 ‘ First Year of the Reign of Her Majesty Queen *Victoria*, intituled
 ‘ [*here set forth the Title of this Act*], we, the *London and Croydon*
 ‘ *Railway Company*, incorporated by and under the said first-recited
 ‘ Act, in consideration of the Sum of _____ to us in hand
 ‘ paid by *A.B.* of _____ do by virtue of the said last-recited
 ‘ Act assign unto the said *A.B.*, his Executors, Administrators, and
 ‘ Assigns, the said Undertaking, and all and singular the Rates, Tolls,
 ‘ and Sums of Money arising by virtue of the said Acts, and all the
 ‘ Estate, Right, Title, and Interest of the said Company in and to the
 ‘ same,

‘ same, to hold unto the said *A.B.*, his Executors, Administrators,
 ‘ and Assigns, until the Sum of , together with
 ‘ Interest for the same after the Rate of for every One
 ‘ hundred Pounds for a Year, shall be fully paid and satisfied. Given
 ‘ under our Common Seal this Day of in the
 ‘ Year of our Lord .’

And an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by a Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration shall be truly set forth, and may be in the Words or to the Effect following; (that is to say,)

Mortgages
may be
transferred.

‘ I *A. B.* of in consideration of the Sum of
 ‘ paid by *C. D.* of do hereby transfer to the said
 ‘ *C. D.*, his Executors, Administrators, and Assigns, a certain Mortgage
 ‘ Number , made by the *London and Croydon* Railway Company
 ‘ to bearing Date the Day of
 ‘ for securing the Sum of and Interest, and all my
 ‘ Right, Estate, and Interest in and to the Money thereby secured,
 ‘ and in and to the Rates, Tolls, and Sums of Money and Property
 ‘ thereby assigned. Dated this Day of
 ‘ in the Year of our Lord .’

Form of
Transfer of
Mortgage.

And every such Transfer shall within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, if executed elsewhere, be produced to a Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made thereof, every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof: Provided always, that the Sums borrowed on the Credit of the said Undertaking, either under the Authority of the said recited Acts or this Act, shall not exceed in the whole the Sum of One hundred and thirty thousand Pounds.

XXXVI. And be it further enacted, That all the Powers, Authorities, Forms, Provisions, Directions, Remedies, Regulations, Matters, and

Provisions of
first recited
Act relating

[*Local.*]

7 K

to Money
thereby
authorized to
be borrowed
to extend to
this Act.

and Things in the said first-recited Act contained, relating to or in anywise affecting Mortgages and Assignments of Mortgages, and Mortgagees and Assignees of Mortgagees, shall (except so far as the same are amended, altered, or otherwise provided for by this Act,) extend and be applicable to any Sum which may by any General or Special General Meeting or Meetings be ordered to be raised by Mortgage under the Authority of this Act.

Power to
raise the
130,000*l.*
on Bond.

XXXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered, by an Order or Orders from Time to Time of any General or Special General Meeting of the said Company, instead of raising all or any Part of the Sums herein-before authorized to be borrowed upon Mortgage of the said Undertaking, to borrow and take up at Interest such further or additional Sums of Money, so that the same, with or without any Sum raised by Mortgage as herein mentioned, do not exceed in the whole the said Sum of One hundred and thirty thousand Pounds, as to them shall seem expedient for carrying into effect the Purposes of the said recited Acts and of this Act, and to secure the Repayment thereof with Interest by Bonds under the Common Seal of the said Company payable at such Day or Days as the said Company and the Parties lending the Money may (subject to the Restriction herein-after contained) mutually agree upon; and all the Corporations and Persons to whom such Bonds shall be executed shall proportionably, according to the Amount of the Monies secured by the said Bonds respectively, be entitled to be paid, out of the Rates, Tolls, and Duties or other Effects of the said Company, the respective Sums in such Bonds mentioned and thereby intended to be secured; and the Bond may be in the Form or to the Effect following; (that is to say,)

Form of
Bond.

‘ *London and Croydon Railway Company.*

‘ Bond Debenture, Number £

‘ **B**Y virtue of an Act passed in the Year of the Reign of
‘ Her Majesty Queen *Victoria*, intituled [*here insert the Title of*
‘ *this Act*], we, the said *London and Croydon Railway Company*, in
‘ consideration of the Sum of to us in hand paid by
‘ *A. B.* of do bind ourselves and our
‘ Successors unto the said *A. B.*, his Executors, Administrators, and
‘ Assigns, in the penal Sum of : The Condition of the
‘ above Obligation is such, that if the said Company shall pay to the
‘ said *A. B.*, his Executors, Administrators, or Assigns, the said
‘ Principal Sum of on the Day of
‘ which will be in the Year One thousand eight hundred and ,
‘ and if in the meantime the said Company shall, in respect of Interest
‘ on the said Principal Sum, pay to the Bearer of the Coupons or
‘ Interest Warrants hereto annexed respectively the several Sums
‘ mentioned in such Warrants respectively at the several Times
‘ mentioned in such Warrants respectively, then the above-written
‘ Obligation is to become void, otherwise to remain in full force and
‘ virtue. Given under our Common Seal this Day
‘ of One thousand eight hundred and .

And

And an Entry or Memorial of every such Bond, containing the Number and the Date thereof, and the Name of the Person, with his proper Addition, to whom the same shall have been made or given, and of the Sum thereby secured, together with the Rate of Interest to be paid thereon, shall, within Fourteen Days next after the Date thereof, be entered in a Book to be kept by the Secretary or Clerk of the said Company, which said Book shall and may be perused at all seasonable Times by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all the Obligees in such Bond respectively, their respective Successors, Executors, Administrators, and Assigns, lawfully and of right may from Time to Time transfer the same, and the Principal Money thereby secured and remaining unpaid, and all Interest due and to accrue thereon, to any Corporation or Person whomsoever; which Transfer shall be by Deed duly stamped, in which the Consideration shall be truly stated, and may be in the Words or to the Effect following; (that is to say,)

Entries of Bonds to be made by the Secretary or Clerk.

Bonds may be transferred.

‘ I *A.B.* of in consideration of the Sum of
‘ paid by *C.D.* of do hereby transfer to the said
‘ *C.D.*, his Executors, Administrators, and Assigns, a certain Bond
‘ numbered under the Common Seal of the *London* and
‘ *Croydon* Railway Company, bearing Date the Day
‘ of for securing the Sum of with
‘ Interest thereon after the Rate of *per Centum per Annum*, and
‘ all my Right, Interest, and Property therein. Dated the
‘ Day of in the Year of our Lord One thousand eight
‘ hundred and .’

Form of Transfer of Bond.

And every such Transfer shall within Twenty-eight Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Bond, and also, if required, indorse a Certificate of such Entry on such Transfer, for which Entry and Certificate the said Company shall be paid such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry made every such Transfer shall entitle such Assignee, his Successors, Executors, Administrators, and Assigns, to the full Benefit thereof, and to sue the said Company for Payment thereof in his own Name; and it shall not be in the Power of any Corporation or Person who shall have made such Transfer to make void or release any Bond so by him transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

XXXVIII. Provided always, and it is further enacted, That no Part of the Monies secured in and by any such Bond shall be payable at an earlier Day than Six Calendar Months next after the borrowing thereof.

Limiting the Time when Bonds shall be repaid.

XXXIX. Provided always, and be it further enacted, That no Mortgage or other Security to be made or issued by the said Company under the Authority of this Act shall be assigned or transferred except

Securities not to be assigned except by Deed in

Writing duly stamped. except by Deed or Instrument in Writing duly stamped according to the Laws in force, in which Deed or Instrument the Consideration for the Assignment or Transfer shall be truly specified and set forth.

Bondholders not to be deemed Proprietors. XL. Provided always, and be it further enacted, That no Person to whom any such Bond or Transfer shall be given or made shall be therefore deemed a Proprietor of any Share, or be rendered capable of acting as such at any Meeting of the said Company, for or on account of his having lent or advanced any Money on such Bond or Transfer.

Power with respect to the Payment of such Bonds. XLI. Provided always, and be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time to pay off and discharge all or any of the said Bonds before the Days respectively appointed for Payment thereof, upon giving Six Calendar Months Notice, by Insertion thereof in the *London Gazette* and in Two Newspapers circulated in *London*, to the Holders of the said Bonds respectively so intended to be paid and satisfied, of their Intention so to do.

In case the Bonds are paid off, the Company may raise the Money again. XLII. And be it further enacted, That in case the said Company shall pay off all or any of the said Bonds, then and in every such Case it shall be lawful for the said Company, and they are hereby authorized and empowered, immediately or at any Time or Times thereafter, again to raise, by the Issue of fresh Bonds in lieu of the Bonds so to be paid off by them, so much and such Principal Sum and Sums of Money as they shall have from Time to Time paid off, and so from Time to Time as often as the same shall happen; but so nevertheless that the said Company shall not in any event borrow upon Security of the said Bonds or upon the said Bonds together with any Sum raised by Mortgage, more than the said Sum of One hundred and thirty thousand Pounds.

Application of Money to be raised. XLIII. And be it further enacted, That the Money which shall be raised under the Provisions of this Act shall be applied for all or any of the Purposes of the said recited Acts and this Act, as the said Company may deem expedient.

Repeal of Clause in first Act as to Limitation of Actions. XLIV. And whereas it was enacted by the said first-recited Act, that no Action, Suit, or Information, nor any other Proceeding of what Nature soever, should be brought, commenced, or prosecuted against any Person 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 of the 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 County or Place where the Matter in dispute or Cause of Action should arise; and 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 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 Action, Suit, Information, or other Proceeding should have been brought otherwise than as therein-before directed, then and in every such Case the Jury should find for the Defendant; upon which Verdict, or if the Plaintiff should become nonsuited, or should suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant should have appeared thereto, or if a Verdict should pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment should be given against the Plaintiff, the Defendant should have his Costs, and should have such Remedy for recovering the same as Defendants have for recovering Costs of Suits by Law in other Cases: And whereas it is expedient that such Enactment should be repealed; be it therefore enacted, That the same shall be and is hereby repealed: Provided always, that the Repeal of the said Enactment shall not in any Manner affect or prejudice any Action, Suit, Information, or other Proceeding pending at the Time of the passing of this Act, but the same shall, with respect to such Action, Suit, or Information, be considered as if the said Enactment had not been repealed.

XLV. And be it further enacted, That all the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, or preparatory or incidental thereto or connected therewith, shall be defrayed out of the Funds of the said Company in preference to all other Payments whatsoever. Expences of Act how to be paid.

XLVI. And be it further enacted, That where in this Act the Word "Lands" is used, the same shall be understood to mean Mesuages, Buildings, Lands, Tenements, and Hereditaments, unless there be something in the Context repugnant to such Construction. Construction of Terms.

XLVII. 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. Act declared Public.

The First SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Occupiers.	Lessees.	Description of Property.	No. on Plan.
COUNTY OF SURREY.				
<i>Parish of Saint Olave, Southwark.</i>				
Rupert Ingleby and John Lodge Hubbersty.	Thomas Mathews -	Thomas Mathews -	Dwelling House, Shop, and Yard.	1
Ditto - - -	Isaiah Robert -	Isaiah Robert -	Ditto - Ditto -	2
Ditto - - -	Thomas Bayley -	Thomas Bayley -	Ditto - Ditto -	3
Ditto - - -	Neariah Snart -	Neariah Snart -	Ditto - Ditto -	4
Ditto - - -	Christopher Green -	Christopher Green -	Ditto - Ditto -	5
Ditto - - -	Robert Cooper -	Robert Cooper -	Public House, Stable, and Yard.	6
Ditto - - -	John Brighton -	London and Croydon Railway Company.	House, Shop, and Yard.	7
Ditto - - -	John Joseph Taylor	Ditto - - -	Ditto - Ditto -	8
Ditto - - -	Unoccupied -	Ditto - - -	Dwelling House -	9
London and Croydon Railway Company have purchased or contracted to purchase of Rupert Ingleby and John Lodge Hubbersty.	Ditto - - -	Ditto - - -	Workshops and Warehouse.	9 ^a
Ditto - - -	Ditto - - -	Ditto - - -	Vacant Ground -	10
Ditto - - -	Ditto - - -	Ditto - - -	Warehouse and Yard	11
Ditto - - -	Christopher Green -	Ditto - - -	Warehouse, Stable, and Shed.	12
Ditto - - -	Unoccupied -	Ditto - - -	Stable and Shed -	13
Rupert Ingleby and John Lodge Hubbersty.	James Carney -	James Turner -	Tenement and Yard -	14
Ditto - - -	William Privott -	Ditto - - -	Ditto - Ditto -	15
Ditto - - -	James Lucy -	Ditto - - -	Ditto - Ditto -	16
Ditto - - -	Margaret Neylan -	Ditto - - -	Ditto - Ditto -	17
Dean and Chapter of Canterbury.	Meshack Sheen and Jeremiah Chittenden.	Philip Zachariah Cox and others, and Henry Cracklow.	Warehouse, &c. -	23
Ditto - - -	Abraham Cutto -	Ditto - - -	Dwelling House -	27
Ditto - - -	Mary Oliver -	Ditto - - -	Ditto - - -	28
Ditto - - -	Samuel Joseph Bayfield.	Ditto - - -	Ditto - - -	29
Ditto - - -	James Anderson -	London and Croydon Railway Company have purchased or agreed to purchase of Philip Zachariah Cox and others.	Ditto - - -	30
London and Croydon Railway Company have purchased or agreed to purchase of the Dean and Chapter of Canterbury.	Unoccupied -	Ditto - - -	Dwelling House -	31

Owners or reputed Owners.	Occupiers.	Lessees.	Description of Property.	No. on Plan.
London and Croydon Railway Company have purchased or agreed to purchase of the Dean and Chapter of Canter- bury.	Unoccupied -	London and Croydon Railway Company have purchased or agreed to purchase of Philip Zachariah Cox and others.	Dwelling House -	32
Ditto - - -	Ditto - - -	Ditto - - -	Warehouse and Gate- way.	33
Dean and Chapter of Canterbury.	James Keough -	Philip Zachariah Cox and others.	Tenements, Cow- houses, Yards, and Sheds.	34
Ditto - - -	Unoccupied -	Ditto and Henry Cracklow.	Warehouse and Shed	24 ^a
London and Croydon Railway Company have purchased or agreed to purchase of the Dean and Chapter of Canter- bury.	Ditto - - -	London and Croydon Railway Company have purchased or agreed to purchase of Philip Zachariah Cox and others.	Vacant Ground -	35
Ditto - - -	Thomas Gray Pen- ney.	Ditto - - -	Dwelling House and Yard.	36
Dean and Chapter of Canterbury.	John Clarke -	Ditto - - -	Ditto - Ditto -	37
London and Greenwich Railway Company.	- - -	- - -	Vacant Ground -	67
Ditto - - -	- - -	- - -	Ditto - - -	68
Ditto - - -	Thomas O'Leary -	Sir Henry Meux and Company.	Public House, St and Outhouses.	69
John Norton - -	Thomas Stallwood	- - -	Beer Shop, Brewhouse, and Buildings.	70
Ditto - - -	Richard Mills	- - -	Tenement and Shop	70
Messrs. William Hol- combe, Samuel Jud- kins, Thomas Moul- den, John Shall, and John Stratton, as Trustees of Saint Olave's Girls Charity School, or the Trus- tees for the Time being of the said School.	In hand - -	- - -	School-house, Yard, &c.	71
Commissioners of Sew- ers.	- - -	- - -	Public Sewer - -	72

The Second SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Occupiers.	Lessees.	Description of Property.	No. on Plan.
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COUNTY OF SURREY.

Parish of Saint Olave, Southwark.

Dean and Chapter of Canterbury.	Caroline Jewel -	Philip Zachariah Cox and others.	House, Shop, and Yard	18
Ditto - - -	Henry Welborne -	Ditto - - -	Ditto - Ditto -	19
Ditto - - -	James Allen -	Ditto - - -	Ditto - Ditto -	20
Ditto - - -	Thomas Pocock -	Ditto - - -	Ditto - Ditto -	21
Ditto - - -	John Carter -	Ditto - - -	Ditto - Ditto -	22
Ditto - - -	Meshack Sheen and Jeremiah Chittenden.	Ditto and Henry Cracklow.	Ditto - Ditto -	23
Ditto - - -	Unoccupied -	Philip Zachariah Cox and others.	Ditto - Ditto -	24
Ditto - - -	Ditto -	Ditto - - -	House, Shop, Warehouse, and Yard.	25
Ditto - - -	Seymour Teulon -	Ditto and Seymour Teulon.	Ditto Wine Vaults	26

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