



ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

Cap. xc.

An Act for enabling the *London and Blackwall* Railway Company to widen certain Portions of their Railways, and for amending some of the Provisions of the Acts relating to such Railways.
[26th *June* 1855.]

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:* 6 & 7 W. 4. c. cxxiii.
And whereas divers other Acts have been passed in the First, Third, Fourth, and Fifth Years of Her present Majesty, for amending such first-recited Act, and granting further Powers to the *London and Blackwall* Railway Company: And whereas an Act was passed, intituled "*The London and Blackwall Extension Railway Act, 1845,*" which Railway, in this Act called the "*Extension,*" is now vested in and belongs to the *London and Blackwall* Railway Company: And whereas by an Act passed in the Ninth and Tenth Years of the Reign of Her present Majesty, the Company were empowered to widen Part of the Main Line of their Railway, from the Parish of *Saint Katherine Coleman* in the City of *London* to the Parish of *Saint Dunstan*
[*Local.*] 14 L *Stebonheath*

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Stebonheath otherwise *Stepney* in the County of *Middlesex*; and the Powers given by such Act were extended by Two subsequent Acts, intituled “*The London and Blackwall Railway Amendment and Extension of Time Act, 1849,*” and “*The London and Blackwall Railway (Extension of Time) Act, 1851,*” and such Three several Acts are in this Act called “the Widening Acts:” And whereas the Company have proceeded in the Execution of such Acts, and have purchased Lands for widening their Railway, and under the Powers of such Acts have entered into Contracts for the Purchase of other Lands or for some Right or Interest therein, by Notices requiring the Owners and Lessees thereof to treat and agree with the Company for such Purchase: And whereas since the passing of such Acts various Lines of Railway have been brought into connexion with the *London and Blackwall* Railways, and numerous additional Trains pass over such Railways: And whereas it is expedient that the Company should be enabled further to widen their Railways, and to take additional Lands, and to complete the Enlargement of their Works, such Widenings to commence on the East Side of the Street called the *Minories* in the City of *London*, and to terminate near *Rhodeswell* in the Parish of *Stebonheath* otherwise *Stepney* in the County of *Middlesex*: And whereas it is expedient that some of the Powers and Provisions of the recited Acts should be amended and enlarged, and that the Company should be authorized to raise additional Capital and to borrow further Sums of Money; 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, as follows; (that is to say,)

Interpreta-
tion of
Terms.

I. That in this Act whenever the Words “the Company” are used, the same shall be held to mean the *London and Blackwall* Railway Company; and the Word “Railway” shall include the Main Line of Railway and the Extension thereof, and the Widenings and Enlargements and other Works authorized by this Act, unless there be something in the Subject or Context repugnant to or inconsistent with such Constructions respectively.

Short Title.

II. That in citing this Act for any Purpose, it shall be sufficient to use the Expression “*The London and Blackwall Railway Act, 1855*”

8 & 9 Vict.
cc. 18. & 20.
incorporated.

III. That “*The Lands Clauses Consolidation Act, 1845,*” and “*The Railways Clauses Consolidation Act, 1845,*” shall be incorporated with and form Part of this Act.

IV. And

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IV. And whereas Plans and Sections of the Widenings, Enlargements, and other Works as now proposed to be made, describing the Lands which by virtue of this Act are intended to be or may be taken or used for the Purposes of such Widenings and Enlargements, and for the Stations, Works, and Conveniences to be connected therewith, and also Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the County of *Middlesex* and the City of *London*: Therefore, subject to the Provisions in this Act, and in "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," contained, and to the Powers of Deviation in such last-mentioned Act, it shall be lawful for the Company to widen, alter, enlarge, and complete their Railway and other Works in, upon, or over the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the Lands described upon the said Plans and in the said Books of Reference as may be necessary for such Purposes, and to purchase and acquire any Easement, Right, or limited Interest upon, over, through, or in any of the said Lands.

Power to
make Works
according to
deposited
Plans.

V. That such Widenings and Enlargements may commence on the East Side of the Street called the *Minories* in the Parish of *Saint Botolph without Aldgate* in the City of *London*, and may pass from, in, through, or into, or be situate in the several Parishes of *Saint Botolph without Aldgate* in the City of *London*, and *Saint Mary Matfelon* otherwise *Whitechapel*, *Saint George* otherwise *Saint George in the East*, *Stebonheath* otherwise *Stepney*, and *Saint Anne* otherwise *Saint Anne Limehouse*, or some of them, in the County of *Middlesex*, and may terminate in or near a Field belonging to *William Cotton* Esquire, and opposite a Row of Houses at *Rhodeswell* called *Kirk's Row* in the said Parish of *Stebonheath* otherwise *Stepney*.

Description
of Works.

VI. That nothing herein contained shall in anywise prejudice or affect any Contracts entered into or Notices given by the Company before the passing of this Act for purchasing, taking, or using any Lands or Hereditaments which under the said Widening Acts such Company are entitled to purchase, take, or use, but every such Contract and Notice respectively shall be construed and take effect both for and against the Company, and the same Proceedings may be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if this Act had not been passed.

Certain Con-
tracts and
Notices for
compulsory
Purchase of
of Lands to
take effect.

VII. That

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Parties subject to compulsory Powers under existing Acts to have Compensation for additional Damage.

VII. That the Justices, Arbitrators, Umpires, or Juries respectively, as the Case may be, who under the Provisions of this Act shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any Lands which the Company may take or use under the Powers of this Act, and which were also authorized to be taken or used by the Widening Acts, but for the taking or using of which no Contract or Notice shall have been entered into or given by the Company under the Provisions of such Acts, shall in estimating the Amount of such Compensation have regard to and make Compensation for the additional Damage, if any, sustained by such Owners, Occupiers, or other Persons by reason of the Extension of the compulsory Powers of purchasing such Lands beyond the Periods limited by the said Widening Acts.

Questions of disputed Compensation in London to be heard in the Lord Mayor's Court.

VIII. That in every Case in which any Question of disputed Compensation shall be required to be determined by the Verdict of a Jury in the City of *London* or the Liberties thereof, the Jury shall be required to appear before the Court of the Mayor and Aldermen of the City of *London*, to be holden in the Outer Chamber of the *Guild-hall* of the said City, according to the Custom of the said City, at a Time to be appointed by the said Court; and all the Directions and Provisions contained in the said "Lands Clauses Consolidation Act, 1845," in respect to the Settlement of Questions of disputed Compensation by Juries appearing before the Sheriff, Coroner, or other Person, shall extend and be applied with respect to the Settlement of any such Question of disputed Compensation under this Act, by Juries appearing before the said Court of Mayor and Aldermen as aforesaid; and the said Court shall give Judgment for the Purchase Money or Compensation assessed by such Jury, and the Verdict and Judgment shall be signed by the Registrar of the said Court of Mayor and Aldermen, and entered among the Records of the said Court, and the said Registrar shall settle the Costs of every such Inquiry.

Compulsory Powers to apply where Company required to buy the whole of a House or Manufactory.

IX. That if the Company shall, under the Ninety-second Section of "The Lands Clauses Consolidation Act, 1845," be required to purchase the whole of any House or other Building or Manufactory, all the Provisions of such Act with respect to the Purchase and taking of Lands otherwise than by Agreement shall be applicable to the Purchase and taking by the Company of such House, Building, or Manufactory, and the same Proceedings may be had and taken in all respects as could have been had and taken for the Purchase of any Part of such House, Building, or Manufactory.

Period for Completion of Works.

X. That if the Widening of the Railway by this Act authorized to be made and constructed shall not be completed within Five Years from

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from the passing of this Act, the Powers by this Act or by the Acts incorporated herewith granted to the Company for executing the same shall cease to be exercised, except as to so much of the said Widening as shall then be completed.

XI. That, notwithstanding any Enactment in the said "Lands Clauses Consolidation Act, 1845," and the said "Railways Clauses Consolidation Act, 1845," contained, the following Sections of an Act of the Second and Third Years of the Reign of Her present Majesty, intituled *An Act for extending the Line of the Railway between London and Blackwall, called "The Commercial Railway," and for amending the Acts relating thereto*, that is to say,

Provisions of 2 & 3 Vict. c. xcv. as to Pavements, &c. in London, extended to this Act.

The Sections numbered 25, 26, 27, 28, 29, 30, 31, 32, and 33, prescribing the Manner of passing Streets ;

Regulations as to the breaking up Pavements and the Reinstatement thereof in the City of *London* and the Liberties thereof :

The filling up Sewers and Drains and providing others, and altering Steps and Pipes in the City of *London* and the Liberties thereof ;

For providing for Deficiencies in Land Tax and other Parochial Rates in the City of *London*, saving the Rights of the Commissioners of Sewers for *London* ; and

For indemnifying Rectors and Improrietors of Tithes in the said City and the Liberties thereof ;

shall apply to this Act, and to the Objects and Purposes of this Act, as fully and effectually as if those Sections were repeated in this Act with especial reference to the Objects and Purposes of this Act.

XII. That nothing herein contained shall be considered as repealing or altering the Provisions in the Tenth Section of the said Act of the Ninth and Tenth Years of Her present Majesty, the Marginal Note of which Section is "For Alteration of Pier and Arches of Railway in *Leman Street*."

Nothing to be considered as repealing Sect. 10. of 9 & 10 Vict. c. cclxxiii.

XIII. That, notwithstanding any Enactment in "The Lands Clauses Consolidation Act, 1845," or in "The Railways Clauses Consolidation Act, 1845," contained, the several Clauses numbered respectively 35, 36, and 37, in "The *London and Blackwall* Extension Railway Act, 1845," and all the Provisions of such Clauses respectively, shall be and the same are hereby extended to this Act in the same Manner as if the same Clauses and Provisions were repeated and re-enacted in this Act.

Certain Clauses of 8 & 9 Vict. c. cciii. to apply to Works under this Act.

XIV. That, notwithstanding any Enactment in the said "Lands Clauses Consolidation Act, 1845," or in the said "Railways Clauses Consolidation Act, 1845,"

Provisions of first herein-recited Act, as to certain

[*Local.*]

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Consolidation

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Parishes, to
be applicable
to the Works
under this
Act.

Consolidation Act, 1845," contained, all the Clauses and Provisions in the said first-recited Act, prescribing the Manner of crossing the Streets, and regulating the breaking up of Pavements and the Reinstatement thereof, and the Recovery of the Expenses of such Reinstatement, and as to filling up Sewers and Drains and providing others, and altering Steps and Pipes, and for providing for Deficiencies in Land Tax and in Parochial and other Rates in the several Parishes not within the City of *London*, and except as herein otherwise provided with respect to the Parish of *Saint Anne*, shall be and the same are hereby extended to this Act, in the same Manner as if the same Clauses and Provisions were repeated and re-enacted in this Act.

Mode of
crossing
Streets in
Parish of
Saint Anne.

XV. That in the crossing of the Roads, Streets, public Ways, Courts, and Alleys, including the Footpaths thereof respectively, within the Parish of *Saint Anne* in the County of *Middlesex*, the Widenings, Enlargements, and Works by this Act authorized shall be effected in a Manner similar to that in which such Roads, Streets, public Ways, Courts, and Alleys, including the Footpaths thereof respectively, are at present crossed, and shall present an uniform Appearance in Height and Width with the present Crossings respectively; and that in the Construction of the Works, the Materials used shall be of the like Description as the Materials used in the Erection of the present Structure; and that the present Level of the said Roads, Streets, public Ways, Courts, and Alleys, including the Footpaths thereof respectively, shall not be in any Manner altered or interfered with; and that the said Widenings, Enlargements, and Works shall be formed and for ever maintained so as to be Waterproof over the Roads and Footpaths beneath the same, and so as not to inconvenience Passengers by the Percolation or flowing of Water or other Fluids through the same, or any Aperture, Opening, or Interstice therein, anything in this Act or in the Acts therewith incorporated contained to the contrary thereof notwithstanding.

Lights to
be put up
in certain
Streets, if
necessary.

XVI. Provided always, That if such Widenings and Enlargements, or any of them, be made in, upon, or over the public Streets or Places called *Little Prescot Street*, *Chamber Street*, *Swallow's Gardens*, or any public Thoroughfare running into such Streets or Places, or either of them, within the said Parish of *Saint Mary Whitechapel*, and the same shall, in the Opinion of the Trustees of such Parish for the Time being acting under the Authority of the "*Whitechapel Improvement Act, 1853*," prove a public Inconvenience by obstructing the Light in any such Streets or Places, it shall be lawful for the said Trustees to set up and affix and keep lighted with Gas from Sunrise to Sunset a Lamp or Lamps for affording proper Light and Security to Passengers, and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be borne and paid by the said Company, and may be

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be recovered from the said Company by the said Trustees, with full Costs of Suit, by Action of Debt or on the Case, in any Court of competent Jurisdiction: Provided always, that if any Dispute or Difference shall at any Time arise between the said Trustees and the Company respecting the Necessity for or the Expense or Number of such Lamp or Lamps or the Lighting thereof, the same shall be determined by Two Justices of the Peace, under the Provisions of "The Railways Clauses Consolidation Act, 1845."

XVII. And whereas the Company were authorized by "The *London and Blackwall Extension Railway Act, 1845*," to carry the Extension Railway by means of a Bridge over the *Regent's Canal* in the Parish of *Saint Anne Limehouse* in the County of *Middlesex*, and such Bridge was subsequently constructed and is now maintained by the Company under the Provisions of that Act: And whereas it is expedient to make the following Provisions, in consequence of the proposed widening of the said Bridge: Therefore nothing in this Act or in the recited Acts contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Regent's Canal*, or authorize or empower the Company to alter the Line or Level of the said Canal or of the Towing-path thereof, or of any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to take or divert from the said Canal any of the Water therein, or to injure or alter the said Canal or Towing-path, or any of the Works thereof; and it shall not be lawful for the Company in widening the said Bridge to make any Deviation from the Line or Level of the Railway as delineated and described in the deposited Plans and Sections thereof, so as to diminish the Width of the Waterway of the said Canal, or (except for the Purpose of constructing the Foundations of the Abutment and Pier for the widening of the said Bridge on the Western Side of the said Canal) to take or use for the Purposes of the Railway any Part of the said Canal, or of the Locks, Wharfs, Lay-byes, Towing-path, Bridges, Banks, or other Works belonging to the said Canal or any Part thereof, or any Land belonging to the said Company of Proprietors of the *Regent's Canal*, without the Consent of the said Company of Proprietors of the *Regent's Canal*, in Writing under their Common Seal, first had and obtained; and nothing in this Act or in the recited Acts contained shall compel the said Company of Proprietors of the *Regent's Canal* to convey to the Company the Fee Simple of the Land belonging to them over and across which and the said Canal the said Bridge as widened and the Works connected therewith are intended to pass, but that the same shall remain vested in the said Company of Proprietors of the *Regent's Canal*.

Saving the Rights and protecting the Works of the Regent's Canal Company.

XVIII. That

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Company to
widen the
Bridge over
the Regent's
Canal, and
to keep the
same in
repair.

XVIII. That the Company shall not widen the said Bridge, except on the South Side thereof, and that no Face or Side of any Pier for the widening of the said Bridge shall project in the Direction of the Canal beyond the Top-water Line of either of the existing Banks of the said Canal, without the previous Consent of the said Company of Proprietors of the *Regent's Canal*, in Writing under their Common Seal, first had and obtained; and the Company shall construct such Widening of the same Materials as have been used in making the said Bridge, having respect to the Materials used in the Construction of each separate Part thereof; and the said Bridge when so widened shall be for ever hereafter maintained in good and substantial Repair by the Company, and no Part of such Widening shall be of less Width between the Abutments (measured at Right Angles to the Line of the Canal), or of less Height above the Top Water of the Canal, than the Bridge already constructed as aforesaid; and so far as relates to all necessary Precautions for the Safety of the said Canal and Towing-path, the Water in the said Canal and the Works connected therewith, and for the permanent Security of the said Bridge when so widened, and for preserving a free and uninterrupted Passage along the said Canal and Towing-path, all the Works, Abutments, Piers, and Wing Walls for and connected with the Construction of the Widening of the said Bridge, and all future Repairs thereof that may be required from Time to Time, shall be done and performed according to Plans and Specifications to be submitted to and approved of by the Engineer for the Time being of the said Company of Proprietors of the *Regent's Canal*, previously to the Commencement of any of the said Works, and shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer, so that no Obstruction shall be caused to the Boats or Barges passing along the said Canal, or to the Horses towing the same; and at all Times during the widening of such Bridge and any future Repairs thereof, the Company shall leave for the free and uninterrupted Passage of Boats and Barges along the said Canal, an open and uninterrupted navigable Waterway of the Width of Thirty Feet at least, and an uninterrupted Horseway along the said Towing-path of the Width of Six Feet at least, both Waterway and Horseway having a clear Height or Headway of Ten Feet Six Inches; and in case during the Progress of any such Works any Damage shall be occasioned to the said Canal or Towing-path, or any Works of the said Canal, or to the said Bridge or any Works connected therewith, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Works connected with the said Bridge when so widened, or any Part thereof, shall be imperfectly constructed, or if at any Time or Times hereafter the said

Bridge

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Bridge when so widened, or any Part thereof, shall be out of repair, or if in sinking the Foundations for any new Abutments or any Enlargement of the present Abutments necessary for the widening of the said Bridge or otherwise, any Loss of Water or any Obstruction to the Navigation shall occur, and Notice thereof in Writing shall be given by any Agent of the said Company of Proprietors of the *Regent's Canal* to the Company or their Secretary or other Officer, and in case the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith, if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge, or make good and prevent such Loss of Water, or remove such Obstruction or Interruption, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the said Company of Proprietors of the *Regent's Canal* from Time to Time to make good such Construction, to perform such Repairs, to make good and prevent such Loss of Water, or to remove such Obstruction or Interruption, as the Case may require; and the Company shall and they are hereby required from Time to Time to pay to the said Company of Proprietors of the *Regent's Canal*, or to their Treasurer for the Time being, within Fourteen Days after Demand, all the reasonable Costs and Expenses which may be incurred by the said Company of Proprietors of the *Regent's Canal* from Time to Time in or about the Construction and Superintendence of all or any of the Works and Repairs which the said Company of Proprietors of the *Regent's Canal* are herein-before lastly authorized to make and do.

XIX. That the Widening of the said Bridge, and all the Works connected therewith, shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced; and in case it shall happen that such Widening and Works shall not be completed within such Period as aforesaid, the Company shall forfeit and pay to the said Company of Proprietors of the *Regent's Canal* as and for stipulated Damages the Sum of Twenty Pounds for every Day after that Period until the said Widening and Works shall be completed; and if in the Execution of any of the Works by this Act or by any of the recited Acts authorized to be made, or if by reason or in consequence of any Act, Neglect, or Omission of the Company, or of their Agents, Servants, or Workmen; or if in sinking the Foundations for Abutments, or in consequence of any of the Works connected therewith, when made, the Water of the *Regent's Canal* shall leak, escape, or run to waste from such Canal, the Company shall forfeit and pay to the said Company of Proprietors of the *Regent's Canal* the Sum of Ten Pounds as and for stipulated Damages for every Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to

Widening of the Bridge to be completed in Twelve Months.

Penalty on failing to complete the same.

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waste, and in the same Proportion for any greater or less Quantity; and if by reason of any of the Circumstances or Causes aforesaid, it shall happen that the Navigation of the said *Regent's Canal* or the Passage along the Towing-path thereof shall be so obstructed or interrupted as that Boats or other Vessels navigating the Canal, or the Horses drawing the same, shall be impeded in their Passage, and shall not be able to pass along the said Canal or Towing-path, or either of them, and in any and every such Case the Company shall forfeit and pay to the said Company of Proprietors of the *Regent's Canal* the Sum of Five Pounds as and for stipulated Damages for every Hour during which any and every such Obstruction or Interruption shall continue after Notice thereof to the Company: Provided always, that if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company shall pay to the said Company of Proprietors of the *Regent's Canal* the Sum of Ten Pounds as and for stipulated Damages for every Hour during which such Obstruction or Interruption shall continue.

Regent's
Canal Com-
pany and
others not to
be precluded
from reco-
vering spe-
cial Damage.

XX. Provided always, That nothing herein contained shall extend to prevent the said Company of Proprietors of the *Regent's Canal*, or any Owner of Boats or Barges, or other Traders navigating the said Canal, from recovering from the Company any special Damage that may be sustained by them or any of them, or that they may be liable to pay and shall pay to any other Person or Persons whomsoever for or on account or by reason or in consequence of the Acts, Neglects, or Defaults of the Company, or by the flowing of the Water out of the said Canal, if the same shall be caused or happen by reason of the widening of the Railway or of the widening of the said Bridge and other Works connected therewith, beyond the Amount of such stipulated Damages as aforesaid; and the said Company of Proprietors of the *Regent's Canal*, and any such Owner, Trader, or other Person, are hereby authorized to sue for and recover such special Damage by Action in any of Her Majesty's Courts of Record at *Westminster*.

Protecting
Metropolitan
Sewers.

XXI. That where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or in any other Manner so as prejudicially to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction, Management, Survey, or Control of the Metropolitan Commissioners of Sewers, the said Company shall not commence such Work until they shall have given to the said Commissioners Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of the said Commissioners
for

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for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until the said Commissioners shall have signified their Approval of the same, unless the said Commissioners do not signify their Approval or other Directions within Fourteen Days after Service of the said Plan, Section, and Particulars as aforesaid; and the said Company shall comply with and conform to all Directions and Regulations of the Commissioners in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as the said Commissioners may deem necessary for the proper Protection of and for preventing Injury or Impediment to the Sewerage or Drainage of the District by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Commissioners against all and every Expense to be occasioned thereby; and all such Works as may be so required shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Commissioners, at the Costs, Charges, and Expenses in all respects of the said Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defences connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Commissioners as any Sewers, Drains, Watercourses, or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Commissioners or their Successors, but all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

XXII. That in addition to any Lands belonging to the Company, and by this Act or any other Act authorized to be purchased and taken, the Company may purchase by Agreement for extraordinary Purposes not exceeding Five Acres.

Land for extraordinary Purposes.

XXIII. That it shall be lawful for the Company to demand and receive for and in respect of the widened Portion of their Railway hereby authorized, the same Tolls and Charges as they are authorized to demand and receive for and in respect of the *London and Blackwall* Railway: Provided always, that the maximum Tolls and Charges to be levied and received by the Company in respect of the said widened Portions of their Railway shall in no Case exceed the maximum Tolls and Charges authorized by the said Act of the Ninth and Tenth Years of the Reign of Her present Majesty.

Same Tolls as on London and Blackwall Railway.

XXIV. That

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Application
of existing
Capital.

XXIV. That the Company may apply to the Construction of the Works authorized to be made by this Act, and to the Purchase of Lands, so much of the Monies raised or authorized to be raised under the Powers of the several Acts relating to the Company, or any of them, as may remain unappropriated, and as may be necessary for such Purposes.

Power to
raise addi-
tional Capi-
tal.

XXV. That it shall be lawful for the Company to raise by creating new Shares, in addition to the Sums of Money which they are authorized to raise under and by virtue of the said recited Acts or any of them, any further Sum of Money not exceeding in the whole the Sum of One hundred thousand Pounds.

New Shares
to be con-
sidered same
as original
Shares.

XXVI. That the Capital so to be raised by the Creation of new Shares shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned according to the Order of any General or Special General Meeting of the Company, and shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Amount of such Shares and the Times of making Calls thereon, and the Amount of such Calls, which respectively it shall be lawful for the Directors of the Company from Time to Time to fix as they shall think fit.

Conversion
of Shares
into Stock.

XXVII. That the Clauses of "The Companies Clauses Consolidation Act, 1845," with respect to the Consolidation of the Shares into Stock, shall be incorporated with this Act, and shall extend to the Share Capital by this Act authorized to be raised, and also to the existing Share Capital of the Company:

Power to
borrow on
Mortgage,
&c.

XXVIII. That when and so soon as the whole Capital of the Company shall have been subscribed for, and One Half of the Share Capital authorized to be raised by this Act shall have been paid up, it shall be lawful for the Company to borrow on Mortgage or Bond any further Sums of Money not exceeding Thirty-three thousand Pounds, in addition to the Amount authorized to be raised under the Powers of the recited Acts.

Rights of
Mortgagees.

XXIX. That the respective Mortgagees shall be entitled one with another to their respective Proportions of the Tolls, Sums, and Premises comprised in such Mortgage, according to the Sums advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another
by

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by reason of Priority of the Date of such Mortgage, or of the Meeting at which the same was authorized.

XXX. That all Mortgages already entered into under the Powers of the said recited Acts, any or either of them, shall have Priority over the Mortgages by this Act authorized to be made.

Mortgages under former Acts to have Priority.

XXXI. That every Mortgage to be granted or made by virtue of the said recited Acts or this Act shall be by Deed under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated.

Mortgages, &c. to be duly stamped.

XXXII. That from Time to Time any Party entitled to any Mortgage granted under the Powers of the said recited Acts and this Act, or of any of them, may transfer his Right and Interest therein to any other Person, and every such Transfer shall be by Deed duly stamped, wherein the Consideration shall be truly stated.

Transfer of Mortgages to be by Deed duly stamped.

XXXIII. That the Interest on any Mortgage shall not be transferable, except by Deed duly stamped.

Transfers of Interest to be stamped.

XXXIV. That all such Mortgages and the Transfer thereof shall be made and registered in the same Manner and Form as Mortgages granted by the Company under the Authority of the recited Acts.

Registry of Mortgages and Transfers.

XXXV. That all Money raised by virtue of this Act, by Shares or by Mortgage, shall be applied to the Purposes of this Act only.

Application of Monies raised.

XXXVI. That it shall not be lawful for the said Company, out of any Money by this Act or the recited Acts authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

XXXVII. That it shall not be lawful for the Company, out of any Money by any Act relating to the said Company authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force or hereafter to be in force may be required to be

Deposit for future Bills not to be paid out of Company's Capital.

[*Local.*]

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deposited

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deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the said Company to construct any other Railway or to execute any other Work or Undertaking.

Railways not
exempt from
Provisions of
present and
future General Acts.

XXXVIII. That nothing herein contained shall be deemed or construed to exempt the said Railways by this or the said recited Acts authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges authorized by this Act or by the said recited Acts, or of Rates for small Parcels.

Expenses of
Act.

XXXIX. That all Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or incident thereto, shall be paid by the *London and Blackwall Railway Company*.

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