ANNO DECIMO SEXTO & DECIMO SEPTIMO

# VICTORIÆ REGINÆ.

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it is also expedient that the said Company should be empowered further to enlarge and otherwise improve their Dock Premises, Warehouses, Quays, and Works: And whereas it is expedient, in order to enable the said Company to construct the said intended Works and Improvements, and to pay off the Debt now due from the Company on Debentures, that the said Company should be authorized to raise an additional Sum of Money, and that the said Act should be in other respects altered and amended; but the 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,)

**Short Title of Company's Acts.**

I. In citing the herein-before recited Act and this Act for any Purpose whatsoever, it shall be sufficient to use the Expressions following; (that is to say,) in so citing the said recited Act the Expression "The *London* Docks Act, 1828," and in so citing this Act the Expression "The *London* Docks Act, 1853;" and the Expression "the Company," in this Act contained, shall mean "The *London* Dock Company," and the Expression "the Directors," herein-after contained, shall mean the Directors of the Concerns of the said Company, or the Majority of the said Directors present at any of their Meetings held pursuant to the said recited Act, unless there be something in the Subject or Context repugnant to such Construction.

**Meanings of certain Terms.**

**8 & 9 Vict. c. 18. incorporated with this Act.**

II. "The Lands Clauses Consolidation Act, 1845," (save the Clauses and Provisions thereof with respect to Lands acquired by the Company under the Provisions of the same Act or this Act, but which shall not be required for the Purposes thereof,) shall be and the same is hereby incorporated with this Act.

**Power to construct Works according to deposited Plans.**

III. Whereas Plans and Sections of the said new Entrance, Basin, or Dock, and of the new Streets, Bridges, and Works connected therewith, respectively showing the Situation and Levels thereof, and the Limits within which the same are to be constructed, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Houses, Buildings, Lands, Tenements, and Hereditaments upon or through which the said Works are intended to be made, or which may be required for Purposes connected therewith, have been deposited with the Clerk of the Peace for the County of *Middlesex*: It shall be lawful for the Company to make and maintain the Works hereafter more particularly referred to or described, in the Situations and upon the Lands delineated upon the said Plans and described in the said Book of Reference, and to make and maintain all such Cuts, Locks, Gates, Bridges,

Bridges, Quays, Warehouses, Sheds, Works, and Conveniences connected with the Undertaking as they may think necessary; and to enter upon, take, purchase, and use such of the said Houses, Buildings, Lands, Tenements, and Hereditaments as they shall deem necessary for the Purposes of the said Undertaking.

Power to Company to construct Works herein specified.

IV. It shall be lawful for the Company to make the following Works; (that is to say,) a new Entrance to the Company's Docks from the River *Thames* at or near *Shadwell Dock Stairs* in the Parish of *Saint Paul Shadwell*, and a new Basin or Dock connected with such new Entrance, and connected by a Cut or Junction with the Company's Dock called the Eastern Dock, with such Locks, Gates, Bridges, Streets or Parts of Streets, Piers, Jetties, Platforms, Quays, Wharfs, Warehouses, Sheds, Buildings, and other Works connected therewith, as shall be convenient or proper for the Purposes thereof.

Certain Works to be constructed according to Plan, and approved by the Corporation of London.

V. All Dams, Piers, Jetties, Platforms, and other Works to be executed or placed under the Authority of this Act in or upon the Bed of the River *Thames* shall be constructed according to a Plan or Plans to be prepared by the Company or their Engineer, and to be approved by the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, and to be deposited at the Office of the Town Clerk of the said City; and such Works shall be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation, but so that the Company shall not be restricted from constructing Platforms of such Dimensions and in such Situations as delineated or shown upon a Plan which has been deposited at the Office of the Town Clerk, and signed by the Engineer of the said Company.

Power to deviate.

VI. With reference to the Situation of the said Works, marked upon the said Plans and hereby authorized to be constructed, the Company may deviate to the Extent of Fifty Yards, but not further; and in no Case beyond the Limits of Deviation marked upon the said Plans; but no Deviation shall be allowed from the intended Site of the Outfall of the said new Entrance into the River *Thames*, or the Piers or Platforms connected therewith, as delineated or shown upon the Plans and Sections deposited as aforesaid, without the previous Consent of the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, to be signified in Writing under the Hand of the Town Clerk.

Power to dredge the Bed of River Thames at or

VII. The Company shall have full Power and Authority from Time to Time to enter on and dredge, deepen, scour, and cleanse the Bed and Shore or Soil of the River *Thames* at or near the said new

near the new Entrance.

new Entrance, as may be necessary or convenient for the Purposes thereof, and to make or place in the River *Thames* such Dams, Piers, Jetties, Platforms, and other Works as may be convenient for the Construction and Use of the said new Entrance and the Works connected therewith, and for ever after to maintain and preserve the Depth made from the said River to the said new Entrance: Provided always, that all such last-mentioned Works shall be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation, and that all Soil or Matter dredged or raised from the Bed of the River *Thames*, for the Purpose of and during the Construction of the said new Entrance and the Water Approaches thereto, and the Works connected therewith, shall be carried away by the Company beyond the Reach of the Tide.

Company to maintain Bridges over the intended new Junction and Entrance.

VIII. The Company shall construct, and for ever after maintain and keep in repair for the Use and Accommodation of the Public at all Times, a Drawbridge, or Opening or Swing Bridge, for Carts, Carriages, Horses, and Foot Passengers, across the said intended Cut or Junction where the same intersects *New Gravel Lane*, together with proper Abutments, Approaches, and Works connected therewith; and also a Drawbridge, or Opening or Swing Bridge, with proper Abutments and Works connected therewith, for the like Purposes, over the said new Entrance in the Line of the intended new Street or Road from *Fox's Lane Bridge* to *Fox's Lane* herein-after described.

Power to Company to stop up Sewers, &c.

IX. It shall be lawful for the Company and they are hereby authorized to stop up, alter, cross, or divert, either temporarily or permanently, any Aqueducts, Streams, Watercourses, Sewers, Drains, and any Pipes or Mains for the Conveyance of Water or Gas, and other Pipes or Mains, within the said Limits of Deviation, which they may deem it necessary or convenient so to stop, alter, cross, or divert, in or for the Construction of the said Works by this Act authorized, or any Part thereof, or for any of the Purposes of this Act.

Power to stop up Part of certain Streets and Ways.

X. It shall be lawful for the Company and they are hereby authorized, subject to the Provisions herein-after contained, to stop up, use, and enclose from Time to Time all or any such Streets, Roads, Lanes, Ways, Public Landing Stairs or other Stairs, Courts, Alleys, and Passages delineated on the said Plans, or mentioned or referred to in the Schedule hereto annexed, (except *New Gravel Lane*, and that Portion of *Griffin Street* which is to form Part of the said intended new Street or Road,) or such Parts of the same Streets, Roads, Lanes, Ways, Courts, Alleys, and Passages respectively as shall be situate and lie within the Limits of, or shall adjoin or abut on both Sides thereof, to or upon Lands which shall from Time to Time have been taken by and be in the actual and lawful Possession of the said Company under

under the Authority of this Act or the said first-recited Act; and the Ground and Soil of all such Streets, Roads, Lanes, Ways, Stairs, Courts, Alleys, and Passages, or such Parts thereof respectively as shall be so stopped up, used, and inclosed under the Authority of this Act, shall be and the same are hereby vested in the Company for the Purposes of this Act.

New Streets to be made before stopping up Fox's Lane.

XI. Provided always, That that Portion which is by this Act authorized to be stopped up of the Road or Way called *Fox's Lane* shall not be permanently stopped up until the Company shall have constructed and finished fit for Use, and thrown open for the Public, a new Street or Road to commence from the North End of *Fox's Lane Bridge* and to terminate in *Fox's Lane*, and shall have widened and improved that Portion of *Griffin Street* which is to form Part of such new Street or Road, and shall also have constructed and finished and thrown open in like Manner another new Road or Street diverging out of the said intended new Street or Road, and terminating in *Lower Shadwell Street* at or near to *Orchard Alley*, as the same intended Streets or Roads and the said widening and improving are laid down upon and described by the Plans and Sections herein-before referred to.

Streets and other Ways may be stopped up for temporary Purposes.

XII. The Company, for the Purpose of and during the Construction of the said Works, may at any Time temporarily stop up *New Gravel Lane*, *Griffin Street*, and *Fox's Lane* aforesaid, and also any other Streets, Roads, Lanes, Ways, Courts, Alleys, and Passages delineated on the said Plans or any Part thereof within the said Limits of Deviation which it may be necessary to stop up for the Purpose of executing the Works by this Act authorized.

Pavements may be removed by Commissioners of Pavements for the Parish of St. Paul Shadwell.

XIII. Notwithstanding anything in this Act or in the said recited Act contained, the Commissioners of the Pavements of the Parish of *Saint Paul Shadwell* shall from Time to Time, at any Time after the said Company shall have stopped up, used, or inclosed any of the Streets, Lanes, and Places within the District subject to the Power of the said Commissioners of Pavements, be at liberty to take away from such Streets, Lanes, and Places within the said Parish, or such Parts thereof as the said Company shall from Time to Time stop up, use, or inclose for the Purposes of this Act, and remove to any Place in the said Parish, all the Pavements, Stone, paving and other Materials or Things therein or thereon respectively, which shall have theretofore been provided by or shall be vested in the said Commissioners, and the said Company shall pay to the said Commissioners the Costs of such Removal; and if the said Commissioners shall not remove the same within the Space of Ten Days after Notice in Writing to be left with the Clerk to the said Commissioners, the Company shall be at liberty from Time to Time to sell such Pavements and other Materials,

rendering to the said Commissioners the net Proceeds of such respective Sales, after deducting all reasonable Expenses.

Mains and Service Pipes of East London Waterworks Company cut through, &c. by Dock Company to be constructed by Dock Company.

XIV. And whereas the Works by this Act authorized will interfere with the Mains and Service Pipes of the *East London* Waterworks Company, and in particular the intended new Entrance to the Company's Docks from the River *Thames* is laid down on the said deposited Plans, and is intended to be formed and maintained in such Manner as to cut through and intercept the Main of the said Waterworks Company laid down and being in *Fox's Lane*, *Shadwell*, and the said Dock Company's intended new Cut or Junction between their intended new Basin or Dock and their present Eastern Dock is also laid down on the said deposited Plans, and is intended to be formed and maintained in such Manner as to cut through and intercept the Main of the said Waterworks Company laid down and being in *New Gravel Lane*, *Shadwell*, aforesaid: And whereas the said respective Lines of Main constitute the Means by which the said Waterworks Company supply with Water a considerable Part of the District situate between the said Dock Company's present Basins, Cuts, and Works and the River *Thames*: And whereas it is intended, and the said Waterworks Company have consented, that their said Main in *Fox's Lane* aforesaid should not be restored or used after the same shall be necessarily cut through by the said Dock Company in the Formation of their said intended Works: And whereas it is just and necessary that due Provision should be made with reference to the future Water Supply of the said District lying between the said Dock Company's Works and the said River, and that convenient and sufficient Means of conveying Water thereto should be secured to the said Waterworks Company by and at the Expense of the Dock Company: Therefore, for such Purpose and Object, it shall be lawful for the Dock Company, and they are hereby required, at their own Expense, and according to Plans, Sections, and Specifications in Writing, defining Dimensions of Works and Materials to be used therein, to be previously submitted to and approved by the principal Engineer of the said Waterworks Company,

Firstly, to construct under the said intended new Cut or Junction, and in the Line of *New Gravel Lane* aforesaid, a Culvert or Tunnel not less than Five Feet high and Three Feet and Six Inches wide in the Clear, and the same to be laid down and formed at such Level as to allow a Stratum or Thickness of Soil to intervene between the Back of the Crown of the Arch thereof and the under Surface of the lowest Works of the said new Cut or Junction, sufficient to protect the said Culvert or Tunnel from Mischief by Subsidence of any Part of the said intended Works of the said Dock Company, or otherwise by reason thereof, and the same Culvert or Tunnel shall for ever thereafter be maintained

tained in good Order and Condition by and at the Expense of the said Dock Company, the said Waterworks Company and their Servants and Agents having at all Times free Access thereto to inspect and view the State and Condition thereof, and also to inspect and view, and, if need be, to repair and amend or renew the Mains or Service Pipes and other Works of the said Waterworks Company for the Time being in and near the same:

Secondly, to construct and lay down in the Room and Place of so much of the said Main of the said Waterworks Company in *New Gravel Lane* aforesaid as shall be displaced or interfered with by the said Dock Company, Two Lines of Main or Service Pipe, to become and be thereafter the sole and absolute Property of the said Waterworks Company, and to be connected at the respective Ends thereof with the existing Main of the said Waterworks Company there, and to be so constructed and adapted and furnished with fit Apparatus and Conveniences as that the same may, according to the Option of the said Waterworks Company, be from Time to Time used jointly and together or alternatively for the Conveyance of Water across the Line of the said intended new Cut or Junction of the said Dock Company, and to be laid within the said Culvert or Tunnel where the same substituted Mains or Service Pipes shall pass under the said new Cut or Junction, and the whole of the said substituted Mains or Service Pipes to be completely finished and fit for Use within Three Calendar Months from the Time at which the said Dock Company shall first interfere with the said Main, and so and in such Manner that if used alternatively each of the substituted Mains or Pipes shall be as efficacious for its Purpose as the now existing Main there:

Thirdly, to construct immediately after the opening for Use of the said intended Cut or Junction, and upon the Receipt of a Request in Writing to that Effect under the Hand of the Secretary or Clerk of the said Waterworks Company, a duplicate Main or Line of Service Pipe in addition to the present Main or Line of Service Pipe, from the Southern Termination of that Part of the said Main which is to be so substituted in duplicate by the said Dock Company as aforesaid to a convenient Point South of the said Dock Company's existing Cut across the Line of *New Gravel Lane*, near the Junction between *Milk Yard* and *New Gravel Lane* aforesaid, such last-mentioned duplicate or additional Main or Line of Service Pipe to become and be thereafter the sole and absolute Property of the said Waterworks Company, and to be connected at the Northern End thereof with One of the new Lines of Main or Service Pipe to be so substituted by the said Dock Company as first herein mentioned, and at the Southern End thereof with the existing Main of the said Waterworks Company

near

near the before-described Point near *Milk Yard* aforesaid, and the whole to be completely finished and fit for Use within Two Calendar Months from the making of the said Request in Writing by the said Waterworks Company, and to be constructed so that when completed there may be convenient and perfect Mains or Service Pipes in duplicate, properly adapted for Use, from Time to Time at the Option of the said Waterworks Company, either together and jointly, or alternatively between the said last-mentioned Point and the Point North of the said intended new Cut or Junction at which the said Dock Company may first interfere with the said Main of the said Waterworks Company, the same Company and their Servants and Agents having at all seasonable Times free Access to the last-mentioned Mains or Service Pipes to inspect the State and Condition thereof, and, if need be, to repair and amend or renew the same:

Fourthly, before interrupting the Passage of the said Waterworks Company's Supply by their said Main in *New Gravel Lane* aforesaid, to construct, and, until the entire Completion in a State fit for Use of the Works herein authorized and required on behalf of the said Waterworks Company at the Expense in all things of the said Dock Company, to maintain in good working Order and Condition, such Mains or Service Pipes, with Connexions, Cocks, and Appliances, across the Line of the said intended new Cut or Junction of the said Dock Company, as shall conveniently and sufficiently provide during the Construction of the same Cut or Junction for the Conveyance of Water by the said Waterworks Company to the said District situate between the said Company's existing Basins, Locks, and Works and the said River *Thames*.

Works to be done to the Satisfaction of Engineer of Waterworks Company.

XV. The said Dock Company shall execute and complete the several Works herein authorized and required on behalf of the said Waterworks Company to the reasonable Satisfaction of the principal Engineer of the said Waterworks Company.

Alterations of Mains, &c. South of existing Basin to be made by Waterworks Company at Expense of Dock Company.

XVI. And whereas it will or may be necessary or expedient, in order to provide as conveniently as heretofore for the Service and Supply of Water by the said Waterworks Company to the Eastern-most Parts of the District lying South of the said existing Basin and Works of the said Docks, that the Mains and Service Pipes of the said Waterworks Company along *Milk Yard* and *Lower Turning*, *Shadwell*, aforesaid, should be altered in consequence of the intended stopping up of the said Main in *Fox's Lane* aforesaid; and it is just and necessary that all such Alterations therein, and all Works occasioned by the stopping of the said Main, should be executed by the said Waterworks Company, and the Expense thereof borne and paid by the said

said Dock Company: Therefore all such necessary and proper Alterations and Works as last aforesaid shall be made and executed by the said Waterworks Company, and the Expense thereof shall, on Demand, be forthwith paid by the said Dock Company to the said Waterworks Company; and if any Difference shall arise between the said Companies as to the Extent or Nature of the said Alterations, or as to the Amount claimed as the Expense incurred in respect thereof, such Difference shall be settled by Arbitration in manner provided for by "The Lands Clauses Consolidation Act, 1845."

Saving the Rights of the East London Waterworks Company.

XVII. Provided always, That (save and except as by this Act is otherwise provided) nothing in this Act contained shall be deemed or construed to alter, diminish, derogate from, or otherwise prejudicially affect the Powers, Authorities, and Privileges of the said *East London* Waterworks Company under and by virtue of any Act relating to that Company, now in force or which shall be passed in the present Session of Parliament, or in any Act incorporated therewith respectively, or otherwise howsoever; but all such Powers, Authorities, Rights, and Privileges (save and except as aforesaid) shall and may be used, exercised, and enjoyed by the said *East London* Waterworks Company in as full and ample a Manner as if this Act had not been passed.

Power to purchase Lands in Schedule for general Purposes.

XVIII. In addition to the several Houses, Buildings, Lands, Tenements, and Hereditaments which the Company may be authorized to take and use for the several Purposes herein-before mentioned or referred to, it shall be lawful for the Company to enter upon, take, purchase, and use the several Houses, Buildings, Lands, Tenements, and Hereditaments described in the said Plans and Book of Reference, and specified or referred to in the Schedule hereto annexed, or so much and such Parts thereof as may be deemed requisite for the Construction of additional Warehouses, Sheds, and Conveniences, and for other the general Purposes of the Company.

Errors in Plans and Schedule, &c., how to be corrected.

XIX. If any Omission, Mis-statement, or erroneous Description shall have been made of any Houses, Buildings, Lands, or Hereditaments, or of the Owners, Lessees, or Occupiers of any Houses, Buildings, Lands, or Hereditaments described on the Plans or Books of Reference mentioned in this Act or in the Schedule to this Act, it shall be lawful for the Company, after giving Ten Days Notice to the Owners of the Houses, Lands, Buildings, or Hereditaments affected by such proposed Correction, to apply to Two Justices for the Correction thereof; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously

neously described, and such Certificate shall be deposited with the Clerk of the Peace of the County of *Middlesex*, and shall also be deposited with the Parish Clerk of the Parish in which the Houses, Buildings, Lands, or Hereditaments affected thereby shall be situate; and such Certificate shall be kept by such Clerk of the Peace and Parish Clerk respectively along with the other Documents to which the same relates, and thereupon such Plan, Book of Reference, or Schedule shall be deemed to be corrected according to such Certificate, and shall have the like Effect as if the same had originally been in such corrected Form.

Powers for compulsory Purchases limited.

XX. The Powers by this Act granted to the Company for the compulsory Purchase of Houses, Lands, Tenements, and Hereditaments shall not be exercised after the Expiration of Three Years after the passing of this Act.

Nothing to authorize Company to purchase certain Lands, &c.

XXI. That nothing in this Act shall authorize the Company to purchase compulsorily from the Owners, Lessees, and Occupiers thereof, any Lands or Houses situate Northward of *Elbow Lane*, and of a straight Line drawn in an Easterly Direction in continuation of the North Side of *Elbow Lane*, to a Point Fifty-five Feet Southward of *High Street*, on the Line representing the Limits of Deviation marked on the said Plan, unless the Company shall under the Provisions of the "Lands Clauses Consolidation Act, 1845," be bound to purchase any Houses or Lands North of the said Line in order to entitle the Company to purchase any Houses or Lands South of the said Line, and in every such last-mentioned Case the Company shall, upon being within One Year next after such Purchase required so to do, resell to the former Owner thereof so much of such Houses or Lands as shall be North of the said Line at a Valuation to be settled in the Manner prescribed in the last-mentioned Act for the Sale of superfluous Lands.

Power to purchase additional Land for extraordinary Purposes.

XXII. The Company, in addition to the Lands, Houses, and Premises authorized to be compulsorily taken by them under the Powers of this Act, may contract with any Party willing to sell the same, for the Purchase of any Lands, Houses, and Buildings, not containing or standing on more than Five Statute Acres in the whole and adjoining or near to their Dock Premises, for extraordinary Purposes; (that is to say,)

For making and providing additional Yards, Wharfs, and Places for receiving, depositing, and loading or unloading Goods, and for the Erection of Weighing Machines, Offices, Warehouses, Sheds, and other Buildings and Conveniences;

For mkinag convenient Roads to the Docks, or any other Purpose which may be requisite or convenient for the Formation or Use thereof.

XXIII. And

Annual Payment to be made to Rector of Saint Paul Shadwell.

XXIII. And whereas the Alterations to be made for the Purposes of this Act will affect the Duties of the Rector of the said Parish of *Saint Paul Shadwell*, and Questions may arise as to the Payments to be hereafter made to him for or in respect of such Duties, and it is expedient that all Doubts should be removed in relation thereto: The Rector of the said Parish of *Saint Paul Shadwell* shall, in consideration of the Performance of his Duties as respects the Persons who may for the Time being occupy the Premises to be taken and used by the said Company under the Powers of this Act, and who shall be Officers or Servants or Tenants of the said Company, be entitled to and shall receive of and from the said Company the annual Sum of Twenty Pounds, by Four equal quarterly Payments, the First thereof to begin and be made on the Twenty-ninth Day of *September* One thousand eight hundred and fifty-four, and the said annual Payment shall be accepted and taken by the said Rector in full for all annual Stipends, Dues, Oblations, Perquisites, and Payments payable to the Rector of the said Parish by any such Persons as aforesaid.

Compensation for Deficiencies in the Church Rates for the Parish of Saint Paul Shadwell.

XXIV. And whereas by the Operation of this Act there may be Deficiencies in the Produce of the Church Rates for the said Parish of *Saint Paul Shadwell*, or in the Rates to be made under the Powers of the *Shadwell* Church Acts: The said Company shall, from and after the passing of this Act, and until the Works authorized by this Act to be made shall be completed, be subject and liable from Time to Time to pay and make good to or contribute in aid of the said Church Rates all such Sum and Sums of Money as shall be deficient in the said Church Rates by reason or means of the said Company's acquiring or taking down or using any Houses, Buildings, Lands, Tenements, or Hereditaments liable to such Rates, for the Purchase whereof compulsory Powers are vested in the Company by this Act, the same to be computed according to the Rental at which such Houses, Buildings, Lands, Tenements, and Hereditaments were valued or rated at the Time of the passing of this Act.

Compensation for Deficiencies in the Paving Rate.

XXV. And whereas by the Operation of this Act there may be Deficiencies in the Produce of the Rates for lighting, watching, paving, cleansing, repairing, and improving the Streets and other public Places of the said Parish of *Saint Paul Shadwell*, and within the several Districts of the Commissioners respectively, commonly called "The Commissioners of *Saint George's* Pavement," and "The Commissioners of the *Ratcliff* Pavements:" The said Company shall, from and after the passing of this Act, and until the Works authorized by this Act to be made shall be completed, be subject and liable from Time to Time to pay and make good to or contribute in aid of the said Parish and Districts respectively all such Sum and Sums of Money as shall be deficient in the said Rates respectively by reason

or

or means of the said Company's acquiring or taking down or using for the Purposes of this Act any Houses, Buildings, Lands, Tenements, or Hereditaments liable to such Rates, for the Purchase whereof compulsory Powers are vested in the Company by this Act, the same to be computed according to the Rental at which such Houses, Buildings, Lands, Tenements, and Hereditaments were valued or rated at the Time of the passing of this Act.

Company to place Moorings in River Thames, and execute other necessary Works.

XXVI. The Company may make, provide, use, and maintain all necessary Bridges, Roads, Approaches, Platforms, Gates, Quays, Warehouses, Sheds, Steam Engines, Pumps, Cranes, Wharfs, Piers, Jetties, and other Requisites, Matters, and Things connected with the said Undertaking, and lay down or place in the River *Thames* such Buoys, Dolphins, Mooring Posts, and Mooring Craft as they shall from Time to Time judge necessary or proper for the more convenient Use of the said Docks, Basins, and Entrances, and of the Quays or Wharfs and other Works appertaining thereto.

Buoys, &c. not to be placed so as to injure the Navigation.

XXVII. Provided always, That no such Buoy, Dolphin, Mooring Post, or Mooring Craft shall be laid down or placed so as to injure the Navigation of the River *Thames*, or in any other Manner than shall be approved of by the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, as Conservator of the River *Thames* and Waters of the *Medway*.

Power to Company to sell Lands not wanted.

XXVIII. It shall be lawful for the said Company from Time to Time to sell, convey, and dispose of all or any of the Lands, Hereditaments, and Premises for the Time being vested in the said Company in pursuance of this Act, and which shall not be required for the Purposes thereof, in such Manner and upon such Terms and for such Considerations as the said Directors shall from Time to Time judge proper; and upon Payment of any Money which shall arise from any such Sale to the Treasurer of the said Company, it shall be lawful for such Treasurer to sign and give a Receipt for the same, which Receipt shall be a sufficient Discharge for the Money therein expressed to be received, and shall indemnify the Person paying the same against all Responsibility for the subsequent Loss, Misapplication, or Nonapplication thereof; and all Monies which shall arise by means of any Sales to be made by the said Company in pursuance of this Act, shall be applied for all or any of the Purposes to which the Capital to be raised under this Act is applicable, and in such Manner as the said Company shall think fit.

Power to raise additional Capital Stock.

XXIX. Whereas the present paid-up Capital Stock of the Company is Three millions six hundred and thirty-eight thousand three hundred

hundred and ten Pounds Five Shillings and Tenpence, and the Company have also under the Powers of the said recited Act raised a Sum of Three hundred thousand Pounds upon the Debentures of the Company, being the whole Amount which the Company are authorized to raise by Creation of Stock or otherwise: And whereas the estimated Expense of the Undertaking by this Act authorized is Five hundred thousand Pounds: It shall be lawful for the Company to augment the Capital Stock of the Company by any Sum or Sums of such Stock, not exceeding in the whole the Sum of Five hundred thousand Pounds Stock, for the Purpose of carrying out and completing the Undertaking by this Act authorized to be executed, or other the general Purposes of this Act, and all such further and additional Capital Stock as shall be so raised shall be considered as Part of the general Capital Stock of the Company.

**Directors empowered to make Calls on the Proprietors.**

XXX. The Directors of the said Company shall have Power from Time to Time to make Calls from the several Persons who shall have subscribed for the said additional Capital Stock, their Executors or Administrators, according to the Amount of their respective Parts or Shares of such Stock, for such Sums of Money as shall be deemed necessary for the Purposes of this Act, so that no Call shall exceed Twenty-five Pounds *per Centum* upon the Amount of such additional Capital, nor shall any Second or subsequent Call be made but at an Interval of One Calendar Month after the next preceding Call, and the Amount of such Call shall be paid to such Person or Persons and in such Manner as the said Directors shall from Time to Time appoint.

**Limitation of Calls.**

**For enforcing Payment of Calls.**

XXXI. If any such Subscriber, his Executors or Administrators, shall neglect or refuse to pay the Amount of any such Call in respect of his Part or Share of the said additional Capital Stock, in manner aforesaid, the said Company are hereby empowered to sue for and recover the Sum of Money so neglected or refused to be paid, with Interest at the Rate of Five Pounds *per Centum per Annum*; and in case any such Subscriber, his Executors or Administrators, shall neglect or refuse to pay the Amount of any such Call, with Interest, for the Space of Two Calendar Months after the Time appointed for Payment of such Call as aforesaid, then it shall be competent for the Directors of the said Company, at their Option, and instead of suing for the same as aforesaid, to declare the Sum of Stock in respect of which such Default shall be made to be forfeited to the said Company, and to resell and dispose of the same for the Benefit of the said Company, in such Manner as shall be deemed expedient.

**If Produce on Sales of Shares shall be more than**

XXXII. In case the Money produced by the Sale of any Sum of Stock shall be more than sufficient to pay all such Arrears of Call as aforesaid, and Interest thereon, with the Expenses attending such Sale or

sufficient to pay the Arrears, the Surplus to be paid to the Owner.

or Sales, the Surplus of such Money shall be paid, on Demand, to the Person to whom such Sum of Stock shall have belonged, but the said Company shall not sell or transfer, or direct to be sold or transferred, any more of the Stock of such Defaulter than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Call, and the Interest and Expenses attending the same; and from and after the Payment of all such Calls, and the Interest and Expenses as aforesaid, any Sum of Stock so vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Person to whom such Sum shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Call had been duly and regularly paid.

No Advantage to be taken of Forfeiture until Notice has been given.

XXXIII. Provided, that no Advantage shall be taken of any such Forfeiture as aforesaid until Notice thereof in Writing shall have been previously given to the Subscriber for such Sum of Stock, his Executors or Administrators, or left at his usual or last known Place of Abode, or in case of any such Subscriber being a Corporation Aggregate to One of the principal Officers of such Corporation, nor unless such Forfeiture shall be confirmed at some General Court or Special Meeting of the said Company to be held within Six Calendar Months next after such Forfeiture shall occur; and such Forfeiture, if confirmed as aforesaid, shall be an Indemnification to and for every such Subscriber, his Executors or Administrators, against all Actions and Suits which might otherwise be commenced or prosecuted by the said Company for any such Default as aforesaid.

Power to borrow Money by Debentures instead of raising Money by Creation of Stock.

XXXIV. It shall be lawful for the Company, if they shall so think fit, from Time to Time to borrow any Sum or Sums of Money not exceeding the Sum of Five hundred thousand Pounds in the whole, in lieu of creating an equivalent Amount of Capital Stock; and for securing the Payment of the Sum or Sums so to be borrowed, with Interest thereon at such Rate as shall be agreed upon, the Company may assign over the Rates and Income payable to the Company under or by virtue of the said recited Act and this Act, or a competent Part thereof, to the Person or Body Corporate advancing such Money, or his or their Trustee, Nominee, Executors, or Administrators; and every such Assignment may be in the Form following, or to the like Effect:

'BY virtue of the "London Docks Act, 1853," we the London Dock Company, in consideration of the Sum of to us in hand paid by do assign unto the said his [her *or* their] Executors, Administrators, and Assigns [*or* Successors and Assigns, *as the Case may be*], all and singular the Rates to be received by virtue of the "London Docks Act, 1828," and the "London

‘ “London Docks Act, 1853,” or either of them, and all the Right,
‘ Title, and Interest of the said Company of, in, and to the same; to
‘ hold unto the said his [her *or* their] Executors,
‘ Administrators, and Assigns [*or* Successors and Assigns], until the
‘ said Sum of together with Interest for the same after
‘ the Rate of per Centum per Annum, shall be repaid.’

And all Persons and Bodies Corporate to whom such Assignments shall be made shall be entitled to their Proportion of the said Rates according to the respective Sums in such Assignment mentioned to be advanced, in order to secure the Repayment thereof with Interest as aforesaid, without any Preference by reason of the Priority of Assignment or on any other Account whatsoever.

Assignments to be subject to existing Debt of 300,000*l.*

XXXV. All such Assignments shall be subject and without Prejudice to the Charge and Security of the Persons or Bodies Corporate to whom the said Sum of Three hundred thousand Pounds now due and owing as aforesaid, or any Part or Parts thereof, may for the Time being be due and owing, and to the Interest thereof.

Entries of Assignments to be made by the Company's Clerk.

XXXVI. An Entry or Memorial of every such Assignment, containing the Date, Names of the Parties, and Sum of Money borrowed, shall be made in a Book to be kept for that Purpose by the Clerk of the said Company, which said Book shall and may be perused at all seasonable Times by any of the Proprietors of the said Company, or other Persons interested therein, without Fee or Reward.

Assignment transferable.

XXXVII. Every Party to whom any such Assignment shall be made as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time personally or by Attorney thereunto lawfully authorized, assign or transfer his or their Right, Title, Interest, or Benefit of, in, or to the Principal and Interest Money thereby secured to any Person or Corporation whatsoever, which Transfer may be made by indorsing on the Back of such Assignment, before One credible Witness, who shall subscribe his Name thereto, the following Words, or Words to the like Effect; *viz.*

Form of Transfer.

‘ I DO transfer this Assignment, with all my Right and Title to the
‘ Principal Money thereby secured, and to all Interest Money now
‘ due or hereafter to be due thereon, unto *C. D.*, his [her *or* their]
‘ Executors, Administrators [*or* Successors, *as the Case may be*,] and
‘ Assigns. Dated this Day of .
‘ Witness, *A. B.* *E. F.*’

Transfers to be notified to the Clerk and entered within Twelve Days.

XXXVIII. Every Transfer of any such Assignment shall within Twelve Days after the Date thereof be produced and notified to the said Clerk, who shall cause an Entry or Memorial to be made thereof, containing the Date, Names of the Parties, and Sum of Money therein transferred

transferred in the said Book to be kept for entering the said original Assignments; and after such Entry made, but not till then, every such Transfer shall entitle any such Assignee, his and their respective Executors, Administrators, Successors, and Assigns, to the Benefit thereof and Payment thereon, and such Assignee may assign the same again, and so *toties quoties*: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Monies, or any Part or Parts thereof, in the Order to be determined by Lot or Ballot, on giving Six Calendar Months public Notice thereof in the *London Gazette* and Two daily Newspapers usually circulated in *London*, and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money.

Power to createCapital Stock in lieu of Money borrowed.

XXXIX. Notwithstanding the Company shall borrow all or any Part of the said Sum of Five hundred thousand Pounds at Interest as aforesaid in lieu of creating additional Capital Stock, it shall be lawful for the Company at any Time or Times thereafter to augment their Capital Stock under the Provisions of this Act, for the Purpose of paying off the Money so borrowed or any Part thereof, so as such Capital Stock shall not be augmented by any larger Sum than Five hundred thousand Pounds in the whole.

Power to augment Capital Stock to pay off present Debenture Debt.

XL. Whereas it is expedient that the Company should be empowered to create further Capital Stock for the Purpose of paying off their existing Debenture Debt of Three hundred thousand Pounds: It shall be lawful for the Company, in addition to the Augmentation of Capital herein-before authorized, further to augment their Capital Stock by any additional Sum or Sums of Stock not exceeding in the whole the Sum of Three hundred thousand Pounds Stock, and thereby to pay off and satisfy the said Debt or Sum of Three hundred thousand Pounds so due on Debentures as aforesaid or any Part or Parts thereof, as and when the said Debentures shall become due and payable.

Company not bound to regard Trusts.

XLI. The Company and the Directors thereof shall not be bound to see to the Execution of, or otherwise to take notice of, any Trust, whether express, implied, or constructive, to which any Part of the present or future Capital Stock of the Company or the Dividends thereof may be subject, and the Receipts of the Party or Parties in whose Names any such Stock shall stand in the Books of the Company, or (if standing in the Name of more Parties than One) the Receipt of One of such Parties, shall from Time to Time be a sufficient Discharge to the Company and the Directors thereof for any Dividends or other Sum of Money payable in respect of such Stock, notwithstanding any Trust to which the same may then be subject, and whether or not the Company or Directors have had

Notice

Notice of such Trusts; and the Company and Directors shall not be bound to see to the Application of the Money paid, and for which any such Receipt shall be given, nor be answerable for any Loss or Misapplication thereof.

New Works to be deemed Part of the Undertaking of Company.

XLII. The new Entrance, new Basin or Dock, Locks, Gates, Cuts, Junctions, Piers, Quays, Jetties, Platforms, Wharfs, Warehouses, Sheds, Dock Premises, Buildings, and other Works to be constructed under the Authority of this Act, shall, when and as the same shall respectively have been constructed, be deemed Part of the Docks, Basins, Locks, Cuts, Entrances, Quays, Wharfs, Warehouses, Dock Premises, Buildings, and other Works of the Company, in like Manner as if the same had been constructed, and be for all Purposes deemed to have been constructed under the Authority of the "*London* Docks Act, 1828."

Goods landed in Docks to remain liable to Claim for Freight, and as to Deposits for Freight.

XLIII. All Goods or Merchandise which shall be landed in any of the said Docks and lodged in the Custody of the Company shall, when so landed and lodged, continue and be subject or liable to such and the same Claim for Freight in favour of the Master and Owner of the respective Ships or Vessels from or out of which such Goods or Merchandise shall be so landed, and in favour of any other Person interested in the Freight of the same, as such Goods or Merchandise were subject and liable to whilst the same were on board such Ships or Vessels, and before the landing thereof; and the Directors of the Company, or their Servants or Agents, or any of them, shall and may and they are hereby authorized and required, upon due Notice in that Behalf to them given by such Master, Owner, or other Person as aforesaid, to detain and keep such Goods and Merchandise in the Warehouses of the Company until the respective Freights to which the same shall be subject and liable as aforesaid shall be duly paid or satisfied, together with the Rates, Rents, and Charges to which the same Goods and Merchandise shall have been subject and liable, or until such Rates, Rents, and Charges shall have been so paid, and a Deposit shall have been made by the Owner or Consignee of such Goods or Merchandise equal in Amount to the Claim or Demand made by the Master or Owner of the respective Ships or Vessels, or other Person as aforesaid, for or on account of Freight upon such Goods or Merchandise, which Deposit the Company or their Agents are hereby authorized and directed to receive and hold in trust until the Claim or Demand for Freight upon such Goods or Merchandise shall have been satisfied, upon Proof of which, and Demand made by the Person, his Executors, Administrators, or Assigns, by whom the said Deposit shall have been made, and the Rates, Rents, and Charges due upon the said Goods being first paid, the said Deposit shall be returned to him or them by the Company: Provided always, that

no Notice to detain Goods for Payment of Freight as aforesaid shall be available for the Purpose aforesaid, unless the same be given to the Company before the Issue of the Warrants or other usual Documents for the Delivery of the Goods: Provided also, that every such Deposit shall be considered and taken to be so deposited in Payment of the Claim or Lien for Freight in respect of which such Deposit shall have been made, and on the Expiration of Fifteen Days next after such Deposit shall have been so made as aforesaid; and in case Notice in Writing to hold and retain the Amount of such Deposit shall not in the meantime have been given to the Company by the Person by whom such Deposit was made, his Executors, Administrators, or Assigns, the Company shall and they are hereby authorized to pay out of so much of the said Deposit as shall remain after deducting and retaining the Rates, Rents, and Charges, if any, then due to the Company on the Goods in respect of which such Deposit shall have been made, and all other Expenses, if any, incurred by the Company in respect thereof, to the Master, Owner, or Charterer of the Vessel from which such Goods shall have been landed and lodged as aforesaid, or other Person entitled to or interested in such Claim or Lien for Freight, the Amount of such Claim or Lien for Freight, so far as such Deposit shall extend; and such Payment so made by the Company shall release and discharge the Company from all Claims and Demands whatsoever in respect of so much of the said Deposit as they shall have so paid to such Master, Owner, Charterer, or other Person as aforesaid: Provided also, that no such Notice to hold and retain the Amount of such Deposit as aforesaid shall continue to operate or have the Effect aforesaid for a longer Period than Thirty Days from the Service thereof, unless some Action, Suit, or other Proceeding at Law or in Equity for determining the Title or Liability to the Freight in respect of which such Deposit shall have been made, or the Right to or the Ownership of such Deposit, shall in the meantime be actually commenced, and Notice in Writing thereof served on the Company.

Power of Sale, if Deposit not made.

XLIV. In case such Deposit shall not have been made within Ninety Days next after such Goods shall have been landed and lodged as aforesaid, and in case Notice of the Nonpayment of the Freight to which the same Goods may be subject or alleged to be liable shall have been given to the Company, it shall be lawful for the Company, and they are hereby authorized and required, to sell all or any Part of such Goods, and by, with, and out of the Proceeds of such Sale to pay and satisfy in the first place the Duties (if any) payable to the Commissioners of Her Majesty's Customs or Excise in respect of such Goods, and also to retain and pay the Rates, Rents, and Charges payable to the Company in respect thereof, and the Expenses of the said Sale; and in the next place to pay and discharge

charge the Freight, of the Nonpayment whereof Notice shall have been given as aforesaid, rendering the Overplus (if any) of the Money arising from such Sale to the Person entitled thereto on Demand, anything in this Act, or any Law, Usage, or Custom, to the contrary thereof in anywise notwithstanding.

The Power of Sale not to be exercised till after Notice.

XLV. Provided also, That the Company shall not sell all or any Part of such Goods until Ten Days previous Notice in Writing of the Claim or Lien for Freight thereon, and of the Intention to sell the same Goods for Satisfaction of the Freight, shall have been given to the Owner or Owners or Consignee of such Goods, if the Name of such Owner or Consignee and his Residence or Place of Business shall appear on the Manifest of the Cargo, or shall have been entered in the Books of the Warehouse in which such Goods shall have been deposited, by sending such Notice in a registered Letter by Post to such Residence or Place of Business of such Owner or Consignee, or if the Name and the Residence or Place of Business of such Owner or Consignee shall not so appear or have been so entered, then not until Ten Days after such Notice shall have been inserted twice in some Newspaper published in *London*, and shall have been also posted at the *Royal Exchange* in *London* if practicable; and the Company shall not sell a greater Portion of such Goods than shall in their Judgment be sufficient to cover the Amount of the said Duties, Rates, Rents, Charges, and Expenses, and of the said Freight.

Company not to be responsible for Invalidity of Claims for Freight.

XLVI. The Company shall not be in any Manner responsible for or be affected by the Invalidity of any such Claim or alleged Lien for Freight as aforesaid.

Certain Sections of recited Act 9 G. 4. c. cxvi. repealed.

XLVII. Whereas it is expedient that the 131st Section of "The *London* Docks Act, 1828," whereof the Marginal Notes in the Copies of the said Act printed by the Queen's Printers are "Dock-master to direct the Removal of Lighters and Craft," and "Penalty on Owners for Neglect," the 132nd Section of the same Act, whereof the Marginal Note in such Queen's Printers Copies is "Goods of a dangerous Nature sent to the Docks to be marked," and the 133rd Section of the same Act, whereof the Marginal Note in such Queen's Printers Copies is "Penalty for not removing Combustibles when required," should be repealed, and that other Provisions should be substituted in lieu thereof: The said 131st, 132nd, and 133rd Sections are hereby repealed, yet so as not to prevent the Recovery of any Forfeitures, Costs, or Expenses already incurred under any of the Provisions of such Sections.

XLVIII. At

Dock-master may order Lighters, &c. out of the Docks.

XLVIII. At any Time after the Expiration of Twenty-four Hours, to be computed from the Time of any Lighter or Craft coming into either of the Entrances to the said Docks for any Purpose or under any Pretext whatsoever, the Dock-master or his Assistant may by a written or printed or partly written and partly printed Order or Notice require and direct the Removal of such Lighter or Craft out of the Company's Premises; and such Order or Notice shall be deemed to have been duly given and served, if the same shall be forwarded by Post directed to the Owner of such Lighter or Craft to his Place of Address as described upon such Lighter or Craft, or if the Name or Address of such Owner shall not be legibly described upon such Lighter or Craft, then directed to such Person as shall appear by the Books of the Master, Warden, and Commonalty of Watermen and Lightermen of the River *Thames* to be such Owner, and to such Address as shall be entered in the said Books in respect of such Person; and if within Twelve Hours, to be computed from the Time of such Order or Notice having been posted as aforesaid, such Lighter or Craft shall not be removed from and out of the said Docks and Basins and Entrances, then and in such Case the Owner of every such Lighter or Craft shall for every such Default forfeit and pay the Sum of Forty Shillings for the first Twenty-four Hours or Period less than Twenty-four Hours, and the Sum of Twenty Shillings for every further Period of Twenty-four Hours or further Period less than Twenty-four Hours, during which such Lighter or Craft shall remain and continue in any of the said Docks, Basins, or Entrances, such Periods to be computed from the Expiration of Twelve Hours from the Time of such Order or Notice having been posted; and at any Time after the Expiration of Twelve Hours from the Time of such Order or Notice having been so posted as aforesaid, the Dock-master or his Assistant shall at his Option have full Power and Authority to remove such Lighter or Craft out of the Docks, Basins, or Entrances, and leave the same safely moored, and the Master, Owner, or Person in charge thereof shall, in such last-mentioned Case, upon Demand, pay to the Company or to the Dock-master or his Assistant, the reasonable Expense of such Removal; and in such Cases respectively, such Penalties as shall be incurred as aforesaid, or such Expenses, as the Case may be, shall or may be ascertained and be recovered from the Owner of such Lighter or Craft in the same Manner as Penalties, the Manner of recovering whereof is not otherwise particularly directed, are by the "*London* Docks Act, 1828," directed to be recovered.

As to Removal of Vessels, &c. in the Docks.

XLIX. Whenever in the Judgment of the Dock-master or his Assistant the Ingress or Egress of Vessels, Lighters, or Craft is or will be obstructed by any Vessel, Lighter, or Craft within the said Docks, Basins, or Entrances, or either of them, it shall be lawful for the Dock-master

master or his Assistant to order the immediate Removal of such Vessel, Lighter, or Craft to such Place as he shall think fit; and if any such Order shall not be immediately complied with, or if there shall be no Person in charge of such Vessel, Lighter, or Craft, he shall have full Power and Authority to remove such Vessel, Lighter, or Craft accordingly, and the Master, Owner, or Person in charge of the said Vessel, Lighter, or Craft shall, upon Demand, pay to the Company or to the said Dock-master or his Assistant the reasonable Expense of such Removal, and such Expense, if not so paid, shall be ascertained and recovered in the same Manner as Penalties, the Manner of recovering whereof is not otherwise particularly directed, are by "The *London* Docks Act, 1828," directed to be recovered.

Goods of a dangerous Nature sent or brought to the Docks or Warehouses to be marked.

L. For the better preventing Accidents which might arise in the Docks, Basins, Warehouses, or other Premises of the Company from the unsafe or improper Shipment, depositing, or keeping of Goods and Merchandise within the same, every Person who shall send or cause to be sent, or bring or cause to be brought to the said Docks, Warehouses, or Premises for Shipment or Deposit any Aquafortis, Oil of Vitriol, or other Goods, Wares, or Merchandise of dangerous Quality, shall distinctly mark or state the Nature of such Goods, Wares, or Merchandise on the Outside of the Box, Case, Cask, Bale, or Package containing the same, or shall otherwise give Notice thereof to the Superintendent of the said Docks or Warehouses at the Time of sending or bringing the said Goods, Wares, or Merchandise to the said Docks, Warehouses, or Premises, on pain of forfeiting for every Default therein the Sum of Twenty Pounds, to be recovered in the same Manner as Penalties, the Manner of recovering whereof is not otherwise particularly directed, are by "The *London* Docks Act, 1828," directed to be recovered, and the Company may detain such Goods, Wares, or Merchandises until such Penalty be paid.

Penalty for not removing Combustibles when required.

LI. If the Owner or Person having the Charge of any Tar, Pitch, Spirituous Liquors, Turpentine or any combustible Matter whatsoever, shall suffer the same to remain on the Quays, Wharfs, or Works of the Company, or any Part thereof, or upon the Deck of any Ship, Lighter, Barge, Boat, or other Vessel, or in any open Lighter or Craft in the Company's Docks, Basins, Locks, Cuts, or other Works, or any of them, above the Space of Two Hours after he shall have been required by the Dock-master to take away or remove the same therefrom, then and in every such Case every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds nor less than the Sum of Twenty Shillings for every Hour that any of the Articles herein-before specified or any other combustible Matter shall be or remain in the Place or Situation aforesaid after the Expiration of the said Two Hours, such Sum to be

recovered in the same Manner as Penalties, the Manner of recovering whereof is not otherwise particularly directed, are by "The *London* Docks Act, 1828," directed to be recovered.

Combustibles to be guarded during the Night.

LII. If any Tar, Pitch, Spirituous Liquors, Turpentine, Oil, or other combustible Thing shall remain on any Part of the Company's Quays, Piers, or Works, or on the Deck of any Vessel, or in any open Lighter or Craft within the Company's Docks, Basins, or Entrances, after Sunset, the Owner or Person having the Charge of the same, or on his Default the Dock-master or his Assistant, at the Expense of such Owner, shall provide a sufficient Number of Persons to guard the same from Half an Hour before Sunset to Half an Hour after Sunrise, and such Expense, if not paid by the said Owner to the Company on Demand, shall be ascertained and recovered in the same Manner as Penalties, the Manner of recovering whereof is not otherwise particularly directed, are by "The *London* Docks Act, 1828," directed to be recovered.

Power to detain Vessels, &c. for Payment of Expenses.

LIII. Provided always, That it shall be lawful for the Company, or the Dock-master or his Assistant in their Behalf, to detain within the Company's Docks or Basins or Premises any Vessel, Lighter, or Craft in respect of which any Expense shall be due or payable under any of the Provisions in this Act contained until such Expense shall be fully paid.

Sect. 116. of 9 G. 4. c. cxvi. repealed.

LIV. Whereas it is expedient that the 116th Section of "The *London* Docks Act, 1828," whereof the Marginal Note in the Copies of the same Act printed by the Queen's Printers is "Company may "pass Entries when the Owners of Goods neglect or refuse to pass "them," should be repealed, and that other Provisions should be substituted in lieu thereof; The said 116th Section is hereby repealed.

Company may pass Entries when Owners of Goods neglect to pass them.

LV. Whenever the Dispatch of Business shall be obstructed by any Neglect or Delay of the Owner or Consignee of any Ship, Vessel, Cargo, or Part of Cargo, in making, passing, or lodging due Entries for such Cargo or any Part thereof, it shall be lawful for the said Company to cause a warehousing Entry or Entries to be passed for the Cargo or any Part of the Cargo of any Ship or Vessel within the Company's Docks, Basins, Locks, or Cuts, for which an Entry shall not have been made, and the proper Customs Order for the Delivery of such Cargo or Part of Cargo lodged with the proper Officer of the Customs at the said Docks by the Owner or Consignee thereof, within Forty-eight Hours from the Day on which the Cargo of such Ship or Vessel shall have been reported at the Custom House, provided such Cargo or Part of a Cargo be such as by Law may be warehoused; and the Expense of such Entry shall be reimbursed to the said Company

pany by the Owner or Consignee of the Cargo or Part of a Cargo so entered as aforesaid, and shall and may be recoverable in the like Manner as the Rates, Rent, or Charges due and payable to the said Company in respect of such Cargo or Part of a Cargo: Provided always, that no Cargo nor any Part of any Cargo entered by the said Company as aforesaid shall be liable to Seizure by reason of any Inaccuracy in the passing of any such Entry, if it shall appear to the Commissioners of Customs that such Inaccuracy was not intentional or occasioned by wilful or culpable Negligence.

Limits of the Powers of the Dock-master

LVI. The Limits within which the Powers of the Dock-master for the Regulation of the Docks and the Approaches thereto shall be exercised shall be the Dock Works and Premises of the Company, and the Limits prescribed by the said "*London* Docks Act, 1828," and an additional Space to the South-eastward of the said intended new Entrance, such additional Space to be bounded on the North-west by the High-water Shore of the River *Thames* for a Distance of Three hundred Feet, to be measured from the Point where the Centre Line of the intended new Entrance Lock will intersect the present Shore Line, on the North-east by a Line extending from the Limit of the before-named Boundary, and at Right Angles thereto for a Length of Six hundred Feet, on the South-east by a Line drawn from the Eastern Extremity of the said Boundary in a direct Line to the South-eastern Limit of the present Boundary Line, as determined by "The *London* Docks Act, 1828," and on the South-west by the said Boundary Line: Provided always, that the Power of the Lord Mayor as Conservator of the River *Thames*, and of the Harbour-masters of the Port of *London* within the aforesaid additional Space, shall not be prejudiced, lessened, or interfered with by this Act, save that no Vessel may be moored nor any Moorings be placed within the same without the Consent of the Company.

Regulation of Collier Tier.

LVII. In order to prevent Obstructions to the said new Entrance, the Tier now known as the *Cole Stairs* Tier shall, in the Period of Two Years and Six Calendar Months next after the passing of this Act, be wholly removed, and the Tier known as *Bell Wharf* Tier shall within the like Period be reduced in Number of Collier Vessels from Eighteen to Fourteen; and in lieu of the said *Cole Stairs* Tier a Half Tier, to be called the *New Cole Stairs* Tier, for Six Collier Vessels and no more, shall be formed and placed wholly to the North-eastward of the Limit of the additional Space prescribed by this Act for the Exercise of the Powers of the Dock-master; and from and after the Expiration of the said Period no more than Six Collier Vessels at one and the same Time shall be moored or remain at the said *New Cole Stairs* Tier, and no more than Fourteen Collier Vessels at one and the same Time shall be moored or remain at the

said *Bell Wharf* Tier, and such Collier Vessels respectively shall be moored in such Manner that Vessels proceeding in their due Course to or from the said new Entrance may not be obstructed by any Collier Vessel lying at either of the said Tiers; and all the Powers, Authorities, and Penalties conferred and imposed by "The *London* Docks Act, 1828," for preventing Obstructions at the Entrances to the said Docks or either of them, may be exercised and enforced in respect of any Vessel which shall be moored or remain within the Limits aforesaid: Provided always, that Vessels which are about to enter the said Docks, or which within Six Hours next preceding shall have come out of the said Docks, may be moored and remain at the said *New Cole Stairs* Tier on the Outside or Southern Extremity thereof: Provided always, that the Restriction herein-before contained shall not take effect, and it shall be lawful for Collier Vessels to be moored as heretofore in *Cole Stairs* Tier and *Bell Wharf* Tier, unless and until there shall have been provided by the Navigation and Port of *London* Committee of the City of *London* a good and convenient Space in the River *Thames* for the mooring and for the unloading of Thirty Collier Vessels in such Position and with such Depth of Water as is shown upon a Plan signed by the Town Clerk of the City of *London* and deposited in his Office.

Providing Berthage for Collier Vessels.

Provisions of 7 & 8 Vict. c. 84. not to extend to Buildings belonging to the Company.

LVIII. The several Provisions of and Rules and Regulations contained in the Act passed in the Eighth Year of the Reign of Her present Majesty, intituled *An Act for regulating the Construction and the Use of Buildings in the Metropolis and its Neighbourhood*, shall not extend to any Building of the Company erected or to be erected.

Meaning of Sect. 54. of 2 & 3 Vict. c. 47. for Punishment of certain Offences.

LIX. The Company's Quays, Wharfs, Docks, and other Premises, and the Ships, Vessels, and Craft in the same Premises, shall be deemed to be public Places within the Meaning of the 54th Section of the Act passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for further improving the Police in and near the Metropolis*, for the Purpose of making liable to the Penalty imposed by the same Section every Person committing within the same Premises any of the following Offences, but no further or otherwise; (that is to say,)

Every Person having the Care of any Cart, Waggon, Truck, or other Carriage who shall ride on any Part thereof, or on the Shafts thereof, or on any Horse drawing the same, without having or holding the Reins, or who shall be at such Distance from such Cart or Carriage as not to have complete Control over any Horse drawing the same:

Every Person who shall ride or drive furiously, or so as to endanger the Life or Limb of any Person, or to the common Danger of the Passengers in the Company's Premises;

Every

Every Person who shall suffer to be at large any unmuzzled ferocious Dog, or shall set on or urge any Dog to attack, worry, or put in fear any Person or Animal.

Certain Offences liable to Penalty imposed by Sect. 54. of 2 & 3 Vict. c. 47.

LX. Every Person committing within the same Premises any of the following Offences shall be also liable to the Penalty imposed by the said Fifty-fourth Section of the said last-mentioned Act; that is to say,

Every Person who shall ply, place, or stand any Cart, Waggon, Truck, or other Carriage for Hire:

Every Person having the Care of any Cart, Waggon, Truck, or other Carriage, whether empty or loaded, who shall not immediately remove the same upon being directed to do so by an Officer of the Company:

Every Person who shall place a Cart, Waggon, Truck, or other Carriage, whether for the Purpose of loading or unloading, contrary to the Direction of an Officer of the Company:

Every Person who shall use abusive Language to an Officer of the Company while in the Exercise of his Duty.

Sect. 160. of 9 G. 4. c cxvi., as to Notices by the Company, repealed.

LXI. Whereas it is expedient that the 160th Section of the "*London* Docks Act, 1828," whereof the Marginal Note in the Copies of the same Act printed by the Queen's Printers is "Notices to be given by "the Company to be signed by the Clerk," should be repealed, and that other Provisions should be substituted in lieu thereof: The said 160th Section is hereby repealed, but so as not to invalidate any Notice already given in pursuance thereof.

As to Notices by the Company.

LXII. Every Summons, Notice, or other such Document requiring Authentication by the Company may be signed by Two Directors, or by the Treasurer or the Clerk of the Company, and need not be under the Common Seal of the Company, and the same may be in Writing or in Print, or partly in Writing and partly in Print.

Works on Shore of Thames not to be constructed without the Authority of the Commissioners of Woods, &c., the Admiralty, and the Lord Mayor, &c. of London

LXIII. The Company shall not construct the said new Entrance or any Works connected therewith on any Part of the Shore of the River *Thames* without the previous Consent of Her Majesty, Her Heirs and Successors, to be signified in Writing under the Hands of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues or One of them, and of the Lords of the Admiralty, to be signified in Writing under the Hand of the Secretary of the Admiralty, and of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, as Conservator of the River *Thames* and Waters of the *Medway*, to be signified in Writing under the Hand of the Town Clerk of the said City, and then only according to such Plan

and under such Restrictions and Regulations as the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the said Lords of the Admiralty, and the said Mayor and Commonalty and Citizens, or the said Lord Mayor, approve of, such Approval being signified as last aforesaid; and where such new Entrance and Works shall have been constructed with such Consent as aforesaid, the Company shall not at any Time alter or extend the same without obtaining previously to making any such Alteration or Extension, the like Consents or Approvals; and if such new Entrance or any such Works shall be commenced or completed without such Consent and Approval, the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or the said Lords of the Admiralty, or the said Mayor and Commonalty and Citizens, or their Successors, or the said Lord Mayor, may abate and remove the same, and restore the Site thereof to its former Condition, at the Costs of the Company; and the Amount of such Costs as respects the said Commissioners and the Lords of the Admiralty shall be a Debt due to the Crown, and the Amount of such Costs as respects the said Mayor and Commonalty and Citizens shall be a Debt due to them, and recoverable against the Company accordingly.

Plans and Working Drawings of Platforms to be approved by the Admiralty.

LXIV. Previously to commencing the Construction of the Platforms at the Entrance to the said Dock from the River *Thames*, or the Works connected therewith, the Company shall deposit at the Admiralty Office, Plans, Sections, and Working Drawings of the said Platforms and Works connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Platforms and Works shall be extended and constructed only in accordance with such Approval.

Saving Rights of G. Wackerbarth, Esq.

LXV. Provided always, That the Powers by this Act granted for compulsory Purchase shall not extend to or be exercised for the Purchase of certain Lands, Houses, and Premises belonging to *George Wackerbarth* Esquire, or any Part thereof, or any Right or Interest therein.

For confirming Purchase of Mr. David Fleming.

LXVI. Whereas the Company have lately purchased of Mr. *David Fleming* a Piece of Ground situate in *Old Gravel Lane* in the County of *Middlesex*, and another Piece of Ground on the North Side of *Charles Street* in the said County, adjoining, together with the Appurtenances, at or for the Price of Seven hundred and fifty Pounds: It shall be lawful for the Company to hold, use, enjoy, and dispose of the said Pieces of Ground with the Appurtenances in the same Manner as

if

if the same had been purchased by Agreement under the Powers of this Act.

Saving Rights of Her Majesty, the Corporation of London, and the Corporation of the Trinity House.

LXVII. Provided always, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of the Queen's Majesty, Her Heirs or Successors, or of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or of the Master, Wardens, and Assistants of the *Trinity House of Deptford Strond*, or to prohibit, defeat, alter, or diminish any Power, Authority, Jurisdiction, Rights, or Privileges which at the Time of the passing of this Act Her Majesty, or the Mayor and Commonalty and Citizens of the City of *London*, or the Lord Mayor of the said City for the Time being, as Conservator of the River *Thames* and Waters of the *Medway*, or the said Master, Wardens, and Assistants, did or might lawfully claim, use, or exercise.

Saving Rights of Metropolitan Commissioners of Sewers.

LXVIII. Where any of the intended Works to be done under or by virtue of this Act may pass over, under, or by the Side of or in any other Manner so as to interfere with any Sewer, Drains, or Watercourses under the Jurisdiction, Management, or Control of the Metropolitan Commissioners of Sewers, or which shall in any way affect the Drainage of the District, the Company shall not proceed therein until they shall have given to the said Commissioners or their Secretary Twenty-one Days previous Notice in Writing of their Desire, by leaving such Notice at the principal Office of the said Commissioners for the Time being, with the full Particulars, Plan or Plans, Section, Description, and Specification of the Works so affecting any Sewer, Drain, Watercourse, Culvert, Outlet, or other Work aforesaid, and until the said Commissioners shall have sanctioned and approved the Mode of crossing, passing, or interfering with such Sewer, Drain, Culvert, Outlet, Watercourse, or other Work, and the said Company shall and they are hereby required to adhere to and comply with all such Orders and Regulations as the said Commissioners may make with reference to the Company, providing by new, altered, or substituted Works and Defences, in such Manner as the Engineer of the said Commissioners may determine, for the proper Protection and Drainage of and the preventing Injury to the said Sewerage of the said Levels or Districts, and for guarding against any Impediment to the Drainage of the District, by or by reason of the said intended Works or any Part thereof, and also saving 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 Surveyor or other Officer or Officers of the said Commissioners, at the Costs, Charges, and Expenses in all respects of the Company, and

when

when any new, altered, or substituted Sewer, Drain, Culvert, Outlet, or Watercourse as aforesaid, or any other 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, Control, and Management of the said Commissioners as any Sewers, Drains, Culverts, Outlets, Watercourses, or other Works and Defences are or may be, and all the Rights, Powers, Privileges, and Authorities of the said Commissioners shall remain in full force and virtue with reference to all such Sewers, Drains, Culverts, Outlets, Watercourses, and other Works and Defences for all Purposes, and shall not be prejudiced or affected by this Act.

Saving Rights of Watermen's Company, &c.

LXIX. Except as by this Act expressly provided, and as may be necessary for the Construction or Maintenance of the Works by this Act authorized, nothing in this Act contained shall extend or be construed to extend to take away, prejudice, or affect the Rights, Privileges, or Franchises of the Master, Wardens, and Commonalty of Watermen and Lightermen of the River *Thames*; and the said *London* Dock Company shall, before they close up or destroy the present *Shadwell Docks Stairs*, construct and form other public Stairs and Approaches in lieu of and of equal Width with the said *Shadwell Dock Stairs*, and as near thereto as conveniently may be.

Docks not exempt from Provisions of any future General Act.

LXX. Nothing herein contained shall be deemed or construed to exempt the Docks and Works by this Act or the "*London* Docks Act, 1828," authorized to be made or maintained from the Provisions of any General Act hereafter passed relating to Docks.

Expenses of this Act.

LXXI. The Expense of applying for and obtaining this Act, and all incidental Expenses attending thereon, shall be paid out of the Funds of the said Company.

# The SCHEDULE referred to in the foregoing Act.

## PROPERTY required for the PURPOSES of WAREHOUSES and other ACCOMMODATION WORKS and CONVENIENCES.

*The Parish of Saint Paul Shadwell in the County of Middlesex.*

| No. on Plan. | Description of Property. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. |
|---|---|---|---|---|
| 642 | Part of House called "The Prince of Wales" Beer-house. | James Staley - | Samuel Bartram - | Samuel Bartram. |
| 643 | Part of Counting-house and Warehouses. | The same - - | Richard Hackett, Robert Huntley, and Andrew Johnson Maughan. | Robert Huntley and Andrew Johnson Maughan. |
| 644 | Part of House - - | The same - - | The same - - | John Shearmur. |
| 645 | Part of House and Blacksmith's Shop. | The same - - | Richard Hackett and Frederick John Fruin. | Frederick John Fruin. |
| 646 | Part of House and Workshop. | The same - - | John Johnston - | John Johnston. |
| 647 | Ground lately vacant, now partly covered with Buildings. | The same - - | - - - - | James Staley. |

*The Parish of Saint George in the County of Middlesex.*

| | | | | |
|---|---|---|---|---|
| 16 | Part of House called the "Prince of Wales" Beer-house. | James Staley - | Samuel Bartram - | Samuel Bartram. |
| 17 | Part of Counting-house and Warehouses. | The same - - | Richard Hackett, Robert Huntley, and Andrew Johnson Maughan. | Robert Huntley and Andrew Johnson Maughan. |
| 18 | Part of House and Yard and Outbuilding. | The same - - | The same - - | John Shearmur. |
| 19 | Part of House and Blacksmith's Shop. | The same - - | Richard Hackett and Frederick John Fruin. | Frederick John Fruin. |
| 20 | Part of House and Workshop. | The same - - | John Johnston - | John Johnston. |
| 21 | Ground lately vacant, now partly covered with Buildings. | The same - - | - - - - | James Staley. |
| 22 | Carcase of a House - | The same - - | - - - - | James Staley. |
| 23 | House, Bakery, Yard, and Outbuilding. | Edward Hicks Finch and Samuel Savage Woollatt. | - - - - | James Woolridge. |

*The Parish of St. George in the County of Middlesex—continued.*

| No. on Plan. | Description of Property. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. |
|---|---|---|---|---|
| 24 | House, Wash-house, Yard, and Outbuilding. | Edward Hicks Finch and Samuel Savage Woollatt. | - - - | Sarah Horsfall. |
| 25 | House, Wash-house, Yard, and Outbuildings. | The same - - | - - - | Mary Ann Callow. |
| 26 | House, Wash-house, or Kitchen, Yard, and Outbuildings. | The same - - | - - - | Joseph Cross. |
| 27 | House, Wash-house, or Kitchen, Yard, and Outbuildings. | The same - - | - - - | William Craig. |
| 28 | House, Bakery, Yard, and Outbuilding. | The same - - | - - - | Rebecca Pullinger. |
| 29 | Place and Passage called Charles Square, Gas Pipes, Water Pipes, Sewerage. | Edward Hicks Finch and Samuel Savage Woollatt, and the Commissioners of St. George's Pavements. | - - - | The Ratcliff Gaslight and Coke Company, the East London Waterworks Company, the Commissioners of the Metropolitan Sewers, William Lawrence, Richard Billingsley, James Oram, John Gingle, Francis Borton, John Hazell, Thomas Turner, William Ayers, George William Kippen, Joseph Brunsdon, John Slade, William Igo, Joseph Smith, Middleton Tickner, Edward Hicks Finch, and Samuel Savage Woollatt, John Benham, James Jones, John Forrester, Martha Burdon, Henry Evans, Thomas Miller. |
| 30 | House, Yard, and Outbuilding. | Edward Hicks Finch and Samuel Savage Woollatt. | - - - | William Lawrence. |
| 31 | House, Yard, and Outbuilding. | The same - - | - - - | Richard Billingsley. |
| 32 | House, Yard, and Outbuilding. | The same - - | - - - | James Oram. |
| 33 | House, Yard, and Outbuilding. | The same - - | - - - | John Gingle. |
| 34 | House, Yard, and Outbuilding. | The same - - | - - - | Francis Borton. |
| 35 | House, Yard, and Outbuilding. | The same - - | - - - | John Hazell. |
| 36 | House, Yard, and Outbuilding. | The same - - | - - - | Thomas Turner. |
| 37 | House, Yard, and Outbuilding. | The same - - | - - - | William Ayers. |
| 38 | House, Yard, and Outbuilding. | The same - - | - - - | George William Kippin. |

## *The London Docks Act*, 1853.

*The Parish of St. George in the County of Middlesex—continued.*

| No. on Plan. | Description of Property. | Owners or reputed Owners. | Lessees or reputed Lessees. | Occupiers. |
|---|---|---|---|---|
| 39 | House, Yard, and Outbuilding. | Edward Hicks Finch and Samuel Savage Woollatt. | - - - | Joseph Brunsdon. |
| 40 | House, Yard, and Outbuilding. | The same - - | - - - | John Slade. |
| 41 | House, Yard, and Outbuilding. | The same - - | - - - | William Igo. |
| 42 | House, Yard, and Outbuilding. | The same - - | - - - | Joseph Smith. |
| 43 | House, Yard, and Outbuilding. | The same - - | - - - | Middleton Tickner. |
| 44 | Shed - - - | The same - - | - - - | Edward Hicks Finch and Samuel Savage Woollatt. |
| 45 | House, Yard, and Outbuilding. | The same - - | - - - | John Benham. |
| 46 | House, Yard, and Outbuilding. | The same - - | - - - | James Jones. |
| 47 | House, Yard, and Outbuilding. | The same - - | - - - | John Forrester. |
| 48 | House, Yard, and Outbuilding. | The same - - | - - - | Martha Burdon. |
| 49 | House, Yard, and Outbuilding. | The same - - | - - - | Henry Evans. |
| 50 | House, Yard, and Outbuilding. | The same - - | - - - | Thomas Miller. |
| 51 | House, Yard, Outbuildings, and paved Passage. | Jane Harman Kneeshaw and Mary Clarke Kneeshaw. | - - - | Benjamin Ovens. |
| 52 | House, Wash-house, Yard, and Outbuilding. | The same - - | - - - | John Reiley. |
| 53 | House, Yard, and Outbuilding. | The same - - | - - - | Isaac Abraham Jaques. |
| 54 | House, Workshop, Yard, and Outbuildings. | The same - - | - - - | Samuel and J. Nation. |
| 55 | House, Yard or Garden, and Outbuildings. | The same - - | - - - | William Musgrove. |
| 56 | House, Yard or Garden, and Outbuildings. | The same - - | - - - | Eliza Buckpitt. |
| 57 | House, Yard, and Outbuilding. | Richard Edward Gibbs | - - - | Richard Edward Gibbs. |
| 58 | House - - - | The same - - | - - - | The same. |
| 59 | House, Greenhouse, Yard, Fowlhouse, and Garden. | The same - - | - - - | The same. |

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