ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

Cap. li.

An Act to authorize the Construction of a Dock on the North Side of the River *Thames*, to be called "The *Victoria* (*London*) Dock."

[15th *July* 1850.]

WHEREAS the Commerce of the Port of *London* has of late Years greatly increased, and is still increasing, but the Accommodation afforded for the same by Basins and Docks on the North Bank of the River *Thames* has not been proportionately extended, so that the said River is greatly encumbered, and the Shipping frequenting the same incurs much Risk, and the Cargoes are subject to great Insecurity and Inconvenience: And whereas it is expedient that an additional Dock should be constructed on the North Bank of the River *Thames* between *Bow Creek* and *Gallion's Reach*, to be called "The *Victoria* (*London*) Dock:" And whereas the Persons herein-after named, together with others, are willing to carry such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The "Lands Clauses Consolidation Act, 1845," and "The Harbours, "Docks, and Piers Clauses Act, 1847," except where the same shall be inconsistent with or repugnant to any of the Provisions of this Act, shall be incorporated with and form Part of this Act.

Provisions of 8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 27. incorporated with this Act.

Quarter Sessions.

II. And be it enacted, That the Expression "Quarter Sessions" in this Act, and all Acts incorporated therewith, shall mean the Quarter Session for the County of *Essex* holden at *Chelmsford*.

Short Title of the Act.

III. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression "The *Victoria* (*London*) Dock Act, 1850."

Subscribers incorporated.

IV. And be it enacted, That *Edward Ladd Betts*, *Samuel Holditch*, *Thomas Hayne*, *Robert William Kennard*, *Richard Till*, *James John Cummins*, *Thomas Webster Harby*, and *John Pearce Kennard*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Dock and Works hereby authorized, with all proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The "*Victoria* (*London*) Dock Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions and Provisions herein and in the said incorporated Acts contained.

Amount of Capital.

V. And be it enacted, That the Capital of the Company shall be Four hundred thousand Pounds.

Shares.

VI. And be it enacted, That the Number of Shares into which the said Capital shall be divided shall be Twenty thousand, and the Amount of each Share shall be Twenty Pounds.

Calls.

VII. And be it enacted, That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and that Three Months at the least shall intervene between successive Calls.

VIII. And

Power to borrow Money on Mortgage or Bond.

VIII. And be it enacted, That it shall be lawful for the Company to borrow for the Purposes of this Act on Mortgage or Bond any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and thirty-three thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital or Sum of Four hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Number of Directors.

IX. And be it enacted, That (subject to the Provisions herein contained for increasing or reducing the Number of Directors) the Number of Directors shall be Ten, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to vary the Number of Directors.

X. And be it enacted, That it shall be lawful for the Company from Time to Time to increase or reduce the Number of Directors of the Company, but the whole Number of Directors, after such an Increase or Reduction as aforesaid, shall not be greater than Fifteen nor less than Six.

First Directors.

XI. And be it enacted, That *Samuel Morton Peto*, M.P., *Edward Ladd Betts*, *John Pearce Kennard*, *Richard Till*, *James John Cummins*, and *Charles Edward Mangles*, shall be the first Directors of the Company.

Quorum of Directors.

XII. And be it enacted, That a Quorum of a Meeting of Directors shall be Five.

Committee of Directors.

XIII. And be it enacted, That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three, and the Quorum of such Committees shall be such as the Directors shall at the Time of appointing the said Committees determine.

Quorum of General Meetings.

XIV. And be it enacted, That a Quorum for every General Meeting of the Company shall be Twelve Shareholders, holding in the aggregate not less than Sixty thousand Pounds in the Capital of the Company.

Shareholders competent to require an Extraordinary Meeting.

XV. And be it enacted, That the Number of Shareholders who shall be competent to require the Directors to call an Extraordinary Meeting of the Company, or who in default thereof shall be competent to call such Meeting, shall be not less than Fifteen, and such Shareholders shall in the aggregate hold not less than Eifty thousand Pounds in the Capital of the Company.

XVI. And

Scale of voting.

XVI. And be it enacted, That the Shareholders shall have One Vote in respect of each Share held by them.

Newspaper for Insertion of Advertisements.

XVII. And be it enacted, That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper or Newspapers published or circulated in the City of *London*.

Power to Company to construct Dock and Works according to deposited Plans.

XVIII. And whereas a Plan and Section of the Dock and Works showing the Situation and Levels thereof respectively, and the Limits within which the same are to be constructed, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands upon or through which the same are intended to be made, have been deposited with the respective Clerks of the Peace for the Counties of *Essex* and *Kent*: Be it enacted, That, subject to the Provisions in this and the said incorporated Acts contained, it shall be lawful for the said Company to make and maintain the said Dock in the Situation and upon the Lands delineated upon the said Plan and described in the said Book of Reference, and, within the Limits aforesaid, to make and maintain all such Cuts, Locks, Gates, Bridges, Quays, Works, and Conveniences as they may think necessary for the Purposes of the said Dock, and to enter upon, take, and use such of the said Lands as they shall deem necessary for the Purposes aforesaid.

Limiting Powers of Company to the Construction of One Dock.

XIX. Provided always, and be it enacted, That nothing in this Act contained shall authorize the said Company to make and construct the Docks which are defined upon the said Plan as Docks which may be hereafter constructed, but merely the Dock which is described on the said Plan as the "Intended Dock," together with the Cut or Channel, Locks, Entrances, and other Works connected therewith.

Company may deviate to the Extent marked on the Plan.

XX. And be it enacted, That, notwithstanding anything in the said Harbours, Docks, and Piers Clauses Act contained, it shall be lawful for the Company in constructing the said Dock to deviate to the Extent of the Limits of Deviation marked on the said Plan.

Lands for extraordinary Purposes.

XXI. And whereas the said Dock will be situate on Marsh Lands well adapted for grazing Purposes, and it is expedient that the Company should have Power to provide Pasture Accommodation for the large Quantities of Foreign Cattle which it is expected will be landed at the said Dock: Be it enacted, That the Lands to be taken by the Company for extraordinary Purposes may be but shall not exceed Two hundred Acres.

XXII. And

Period for Completion of Works.

XXII. And be it enacted, That the Dock shall be completed within Seven Years after the passing of this Act, and on the Expiration of such Period the Powers by this Act and the Acts incorporated herewith given to the Company for constructing the Dock shall cease to be exercised, except as to so much of the Dock as shall be then completed.

No other Entrance to be made into Dock than shown on deposited Plans, without Consent of the Admiralty.

XXIII. And be it enacted, That no other Entrance from the *Thames* to the Dock shall be executed than those shown on the Plans deposited at the Admiralty Office without the previous Approval and Sanction 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 of the United Kingdom of *Great Britain* and *Ireland*, such Approval and Sanction to be in Writing under the Hand of the Secretary of the Admiralty.

Works in the Thames to be approved by the Corporation of London.

XXIV. And be it enacted, That all Works to be executed under the Authority of this Act in or connected with the River *Thames* shall be constructed according to a Plan 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 that such Works shall be executed and performed to the Satisfaction of the Clerk of the Works for the Time being employed in the *Thames* Navigation.

Saving Rights of the Corporation of London.

XXV. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises 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 to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, or otherwise, did or might lawfully claim, use, or exercise.

Protecting Works of certain Commissioners of Sewers.

XXVI. And be it enacted, That 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, Drain, or Watercourse under the Management or Control of the Metropolitan Commissioners of Sewers, or with any River, Bank, Wall, Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence under the Jurisdiction, Management, or Control of the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *Eastham*, *Westham*, *Leyton*, *Walthamstow*, *Bromley*, and *Eastmarsh*, in the respective Counties of *Essex*, *Middlesex*,

dlesex, and *Kent*, or which shall in any way affect the Drainage of the said Levels, the said Company shall not proceed therein until they shall have given to the said respective Commissioners of Sewers or their Clerk Twenty-one Days previous Notice in Writing of their Desire, and the full Particulars, Plan or Plans, Section, Description, and Specification of the Works so affecting any River, Bank, Wall, Sewer, Drain, Watercourse, Culvert, Outlet, or other Work or Defence aforesaid, and until the said respective Commissioners shall have sanctioned and approved the Mode of crossing, passing, or interfering with such River, Bank, Wall, Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence; and the said Company shall and they are hereby required to adhere to and comply with all such Orders and Regulations as the said respective Commissioners may make with reference to the said Company providing by new, altered, or substituted Works and Defences, in such Manner as their Engineer and the Engineer of the said respective Commissioners may determine, for the proper Protection and Drainage of and the preventing Injury to the Sewage of the said Levels or Districts, and for guarding against any Impediment to the Drainage of the Levels or Districts through which any of the intended Works shall pass, and also saving harmless the said respective Commissioners against all and every Expense; and all such Works as may be so required shall be done under the Direction, Superintendence, and Control of the Surveyor or other Officer or Officers of the said respective Commissioners to be appointed for that Purpose at the Costs, Charges, and Expenses in all respects of the said Company; and when any new, altered, or substituted River, Bank, Wall, Sewer, Drain, Culvert, Outlet, or Watercourse as aforesaid, or any other Works or Defences connected therewith, shall be completed by the said 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 respective Commissioners as any other Rivers, Banks, Walls, Sewers, Drains, Culverts, Outlets, Watercourses, or other Works and Defences are or may be; and all the Rights, Powers, Privileges, and Authority of the said respective Commissioners shall remain in full force and virtue with reference to all such Rivers, Banks, Walls, Sewers, Drains, Culverts, Outlets, Watercourses, and other Works and Defences for all Purposes as shall not be prejudiced or affected by this Act.

Regulating the Inclinations of the North Woolwich Railway where the same is to be raised to cross the Entrance to the Dock

XXVII. And be it enacted, That the said Company shall not in constructing the Bridge to carry the *North Woolwich* Railway over the Canal or Entrance to the said Dock raise the Level of the said Railway beyond the Height marked and delineated upon the Sections of the said Dock herein-before referred to, and that the said Dock Company shall also so construct the Railway on the South Side of the said Canal as that the Gradient of the same leading to the said Bridge

Bridge shall not be less than the Gradient shown and delineated on the said Section; and also so construct the Railway on the North Side of the said Canal between the same and the *Barking Road* as that there shall be an uniform Inclination to the said Bridge over the said Canal not exceeding One Foot in One hundred and fifty Feet.

Dock Company not to interfere with Coal Sidings.

XXVIII. And be it enacted, That the said Dock Company in raising the said Railway to carry the same over the said Bridge shall not interfere with the present Levels of the Coal and other Sidings leading from the said Railway to the Rivers *Thames* and *Lea*, nor with the Approaches to the said Sidings; and that the said Dock Company shall lay down at their own Expense, (when so required by the *Eastern Counties* Railway Company, and under the Direction of that Company's Engineer,) and transfer over to the said Railway Company, a Third Line of Rails to be made on existing Levels to suit or be connected with the Points of the said Sidings, which Third Line of Rails shall be carried on and laid down upon a gradual Inclination towards the *Barking Road Bridge*, until such Third Line of Rails shall have conveniently and properly joined the Main Line of the said Railway so to be raised as aforesaid.

Railway to be carried over Canal by means of a Bridge.

XXIX. And be it enacted, That in carrying the said Railway over the said Canal or Entrance to the said Dock the said Dock Company shall and they are hereby required, at their own Expense, to make and erect, according to Plans to be previously approved by the Engineer of the *Eastern Counties* Railway Company, and at all Times for ever hereafter, to maintain and keep in perfect Repair, a good and substantial Bridge of Brick, Stone, Wood, or Iron, with One Span or Opening over the said Canal, which shall be a swing or opening Span for Navigation; and such swing or opening Span shall have an uninterrupted Surface or Roadway of Twenty-three Feet throughout, with a double Line of Railway, communicating at either End with the Lines of the said *North Woolwich* Railway; and the said Dock Company shall, during the whole Period of constructing and completing the said Canal, make, maintain, and keep an uninterrupted temporary Line of Railway for the said Railway, so that the Traffic of the same shall never be impeded, hindered, or stopped: Provided always, that the said Bridge or Span, and all the Works, Matters, and Things incidental thereto to be done in pursuance of this Act, shall be completed before the Expiration of Twelve Calendar Months next after the Commencement thereof; and the said Bridge or Span and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said *Eastern Counties* Railway Company.

XXX. And

Bridge to be kept closed against the Navigation and open to the Railway, except when Vessels are passing, and to be again closed to the Navigation after Vessels have passed.

XXX. And whereas it is expedient to provide due and sufficient Protection to the said Railway, and for all Trains using the same, against Delays and Accidents to be occasioned by the opening of the said Bridge or Span: Be it therefore enacted, That the said Bridge or Span herein-before directed to be erected and built by the said Dock Company over the said Canal or Entrance to the said Dock shall at all Times for ever hereafter be under the Management and Control of and be worked (with such further Assistance to be provided by the said Dock Company as may be required) by a Person to be from Time to Time appointed by the *Eastern Counties* Railway Company, but such Person shall be paid by the said Dock Company such reasonable Wages as shall be agreed upon by the said Railway Company, not exceeding One Guinea *per* Week, and that the said Bridge or Span shall, at all Times when not in use for the Purposes of the Navigation, remain down for the Traffic of the said Railway: Provided always, that the said Bridge or Span shall remain closed to the Navigation for the Space of Six Minutes before the Time fixed by the Railway Company for any Down-train being due, and for the Space of Two Minutes before the Time fixed by the said Railway Company for any Up-train being due, and shall remain so closed until such respective Trains shall have passed over the said Bridge or Span; and in case of any Train so due as aforesaid being brought to a Stand-still on either Side of the said Bridge or Span in consequence of the same not being closed, or of any other Violation or Infringement by the said Dock Company of the Provisions aforesaid, and as often as the same shall happen, the said Dock Company shall forfeit and pay to the said *Eastern Counties* Railway Company the Sum of Twenty-five Pounds; and every such Forfeiture may be summarily recovered before any Two of Her Majesty's Justices of the Peace for the Counties of *Essex* or *Middlesex* on Complaint to them for that Purpose made, and which Complaint the said Justices are hereby authorized and required to hear and determine; and in default of Payment on Demand after Judgment made, the same, together with all the Costs attending such Proceedings, shall and may be levied by Distress and Sale of the Goods and Chattels of the said Dock Company, by Warrant under the Hands and Seals of such Justices; and all such Forfeitures shall be paid to the said *Eastern Counties* Railway Company, to be applied by them towards the Repairs and Maintenance of the said Railway.

Bridge to be open for Navigation when not required to be closed for Railway.

XXXI. Provided always, and be it enacted, That the said Bridge or Span shall, subject to the Provisions herein contained, be opened for the Purposes of Navigation when required; and in the event of any Refusal or wilful Neglect of the Person to be appointed as aforesaid to open the said Bridge or Span for the Purposes of such Navigation, the said Railway Company shall forthwith discharge such

Person and appoint another in his Stead, if required so to do by the said Dock Company.

Bridge to be constructed and worked to the Satisfaction of the Commissioners of Railways. 5 & 6 Vict. c. 55.

XXXII. Provided always, and be it enacted, That the said Bridge and Span shall not be used by the Railway Company for the Purposes of public Traffic unless Notices of the opening of such Bridge and Works shall have been given, and the same shall have been opened in the like Manner and subject to the like Conditions as are provided with respect to the opening of Railways by an Act passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*, and that the Use and Management of the said moveable Bridge shall at all Times be subject to such Regulations as shall from Time to Time be approved by the Commissioners of Railways.

Dock Company to be liable for Damages occasioned by Bridge being improperly kept open.

XXXIII. And be it enacted, That the said Dock Company shall be liable for all Damages which may arise to or be sustained by the said Railway Company, or by any Person or Persons using the said Railway, or which may arise to the Engines, Carriages, or Waggons passing over the said Railway, or to the Property therein, by reason of any Violation of the said Provisions by the said Dock Company, or in consequence of any other Act or Neglect on the Part of the said Dock Company, or any of their Servants or Workmen, or in case of any breaking of Lock Gates, or by the Overflow of Water from the Dock, or by the giving way of any of the Dock Company's Works; and such Damages may be summarily recovered by the said Railway Company, or by the Person or Persons sustaining the same, before any Two of Her Majesty's Justices of the Peace for the Counties of *Essex* or *Middlesex* in manner herein-before by this Act mentioned for the Recovery of the Penalties.

For effectual Drainage of Lands raised.

XXXIV. And be it enacted, That if any Lands situated and being near or adjoining to either Side of the said *North Woolwich* Railway shall be permanently raised and elevated under the Powers herein contained beyond and above their present Level, by reason of the Deposit thereupon of Soil or Earth excavated and removed by or on the Behalf of the said Dock Company for the Purposes of the said Undertaking hereby authorized, then and in that Case, and immediately after such raising and elevating of the said Lands shall take place, the said Dock Company shall and they are hereby required, at their own Costs and Charges in all Things, forthwith to establish and carry out such Means of draining the said raised Lands that the Waters (if any) accumulating and lying from Time to Time in and upon the same shall be taken and carried away in a proper, expeditious, and regular Manner, and shall not remain and be upon, or

run over, upon, or under, the said Railway, so as in any Manner to obstruct or impair the said Railway or the Foundation thereof.

Slopes of Lands raised to be formed to the Satisfaction of the Railway Company's Engineer.

XXXV. And be it enacted, That where the Surface of any such Lands shall be raised adjoining the said Railway the Slopes thereof shall be formed and dressed in such Manner as shall be approved by the Engineer of the said Railway Company, and in the event of Retaining Walls being necessary at any Portions of the said Railway, arising from the Operations of the said Dock Company, such Retaining Walls shall be erected to the Satisfaction of the Engineer of the said Railway Company.

Dock Company to allow Eastern Counties Railway Company to lay down Rails and Sidings upon Lands of Dock Company.

XXXVI. And be it enacted, That the said Dock Company shall and they are hereby required from Time to Time, and at all Times hereafter, to permit and suffer the *Eastern Counties* Railway Company to lay down and fix upon the Lands and Property for the Time being of the said Dock Company such Lines of Rails or Trams or Railways, on both Sides of the said intended Dock, and running into and communicating with the Main Lines of the said *North Woolwich* Railway, as shall be sufficient for the convenient Conveyance of the Goods to be conveyed between the said Dock and Railway, and for such Purpose to enter upon such Lands and Property, and take and use the same, without being impeded or interrupted by the said Dock Company, or called upon or liable to make any Payment or Compensation whatsoever to the said Dock Company in respect of the said Lands and Property: Provided always, that the Position of such Trams or Railways, and also the Mode in which they shall be fixed and worked, shall be subject to the Approval of the Engineer for the Time being of the said Dock Company; and the Use of the said Rails, Trams, or Railways shall be secured to the said Railway Company by a Lease from the said Dock Company on Payment of a Peppercorn Rent, with the Conditions and Covenants necessary for the Protection of both Companies: Provided also, that the said Dock Company shall have the Right to use the said Rails, Trams, and Railways in the ordinary Course of and for all Purposes connected with their Business.

Dock Company to erect Station if necessary.

XXXVII. And be it enacted, That if it shall be found necessary and expedient for the public Safety that a suitable Station should be erected at or near the Place where the said Canal shall be carried under the said *North Woolwich* Railway, the same shall be so erected and completed at an Expense to the said Dock Company not exceeding One thousand five hundred Pounds, which Sum shall be paid by the said Dock Company, and shall be laid out and the said Station built, in pursuance and accordance with Plans and Specifications to be

submitted to and approved by the resident Engineer for the Time being of the said *Eastern Counties* Railway Company, within Twelve Months from the Time when the said Station shall be found and decided to be requisite and necessary; and in the event of there being any Dispute or Difference between the said Dock Company and the said Railway Company as to the Necessity or Expediency of the said Station, such Dispute or Difference shall be referred to and decided by the Commissioners of Railways, whose Decision in the Matter shall be final and conclusive; provided, that so soon as any such Station shall have been formed, the Trains of the Railway Company shall be made to stop thereat; and the said Railway Company shall find and provide Booking Clerks, Porters, and such other Servants and Materials as may be necessary for the efficient working of such Station.

Railway not to be interfered with without Consent of the Company's Engineer.

XXXVIII. And be it enacted, That the said *North Woolwich* Railway shall not in any Way or Manner be interfered with by the said Dock Company under the Powers herein contained, excepting under the Superintendence and to the reasonable Satisfaction of the resident Engineer for the Time being of the said Railway Company.

Company to purchase Land of the Northumberland and Durham Coal Company.

XXXIX. And whereas by a Deed of Conveyance bearing Date the Twenty-third Day of *November* One thousand eight hundred and forty-seven, and made between *John Peirce Kennard* of the First Part, *Robert William Kennard*, *George Parker Bidder*, *Richard Hall*, *Samuel Morton Peto*, *Richard Till*, *Michael Andrew Borthwick* of the Second Part, *Nicholas Wood* and *Henry Morton* of the Third Part, the said *Nicholas Wood* and *Henry Morton*, for and on behalf of the *Northumberland and Durham* Coal Company, purchased a Piece of Land in the immediate Neighbourhood of the Dock hereby authorized, but upon the Condition and subject to the Covenant herein-after mentioned; (that is to say,) that they the said several Persons Parties thereto of the First and Second Parts, or any of them, or either or any of their Heirs or Assigns, would not, at any Time thereafter, sell any of their Lands on the South or River Side of the *North Woolwich* Railway, or between the *Barking Road* and the River *Thames*, for the Purpose or with the View and Intention of any Coals or Coke being landed thereon, to be conveyed on any Part of the *North Woolwich* Railway, the *Eastern Counties and Thames Junction* Railway, or the *Eastern Counties* Railway, for Sale on any of the said Lines or elsewhere; and that for the Purpose of giving effect to this Covenant, they the said Persons Parties thereto of the First and Second Parts, their Heirs or Assigns, would insert or cause to be inserted in every Agreement and Conveyance to be thereafter made of or for the Sale of the same Lands or any of them, or any Part thereof, an Agreement or a Covenant running with the Land that the intended Purchasers should not land or deposit upon the

the Lands purchased by them, nor make or manufacture in and upon the said Lands or any Part thereof, any Coal or Coke for the Purpose of being carried and conveyed upon and by the *North Woolwich* Railway, the *Eastern Counties and Thames Junction* Railway, the *Eastern Counties* Railway, or any of the Lines of Railway or Branch Lines of Railway then or thereafter to belong to the *Eastern Counties* Railway Company, for Sale upon or adjoining the said Railways or any Stations or Depôts in connexion therewith, or for Sale at any other Places or upon any other Lines to which the said *North Woolwich* Railway, *Eastern Counties and Thames Junction* Railway, or *Eastern Counties* Railway may lead: And whereas the said *Northumberland and Durham* Coal Company have, upon the Faith of the exclusive Exercise of the Rights so reserved to them within the Limits aforesaid, expended a very large Sum of Money in the Construction of Wharfs, Coke Ovens, and other Buildings, to enable them to carry on their Trade advantageously to themselves and the Public: And whereas it is deemed by the *Northumberland and Durham* Coal Company that the Sale of certain Parts of the Land delineated in the said Plan by certain of the before-mentioned Parties for the Construction of the Dock hereby authorized is a Violation of the said Agreement and Covenant: Be it enacted, That the Dock herein-before authorized, or any Part thereof, shall not be opened for public Use unless and until the Company hereby incorporated shall, if required, purchase of the said *Northumberland and Durham* Coal Company all the Land conveyed to the same Company by the before-mentioned Deed of Conveyance of the Twenty-third Day of *November* One thousand eight hundred and forty-seven, and also by a certain other Deed of Conveyance of the same Date, and made between the said *Eastern Counties and Thames Junction* Railway Company of the First Part, and the said *Nicholas Wood* and *Henry Morton* of the Second or other Part, and all the Wharfs, Coke Ovens, Cottages, and Buildings erected thereon, at such Price and upon such Conditions as are expressed in certain Articles of Agreement bearing Date the First Day of *May* One thousand eight hundred and fifty, made between the Right Honourable *George Frederick D'Arcy* Earl of *Durham* and others of the First Part, the said *Nicholas Wood* and others of the Second Part, and the said *Samuel Morton Peto* and others of the Third Part.

As to providing Life Boats.

XL. And be it enacted, That the Company need not provide a Life Boat or Life Boats.

If Practice Range on Plumstead Marshes be discontinued, Company to

XLI. And be it enacted, That if, after the Completion of the said Dock, the principal Officers of Her Majesty's Ordnance should be compelled to discontinue the Practice Range on *Plumstead Marshes* by reason of the great Increase in the Shipping passing up and down the

the River *Thames*, then the said Company shall pay to the said principal Officers, towards defraying the Cost of providing another Practice Range, such a Sum of Money as it may be fair and reasonable that they should pay in proportion to the Sums which may be contributed for the like Purpose by the other Traders of the Port of *London* or by the Lords Commissioners of Her Majesty's Treasury; and in case of any Dispute as to the Amount to be paid by the said Company, then the same shall be settled by Arbitration in manner provided by the Lands Clauses Consolidation Act, 1845.

pay a Sum towards another Practice Range.

XLII. And be it enacted, That it shall be lawful for the Company from Time to Time to take or receive for and in respect of every Vessel using or entering the said Dock, or lying therein or departing therefrom, such reasonable Rate or Sum for every registered Ton of such Vessel as shall not exceed the Rates or Sums then usually paid in the Port of *London* for or in respect of any Vessel using or entering or lying in or departing from any Docks in the Port of *London* surrounded with Walls, and every such Rate or Sum shall be payable by the Master of such Vessel.

Rates payable on Vessels.

XLIII. And be it enacted, That it shall be lawful for the Company from Time to Time to demand for all Goods, Articles, or Things which shall be shipped or landed, received or delivered, within the Limits of the Dock, any Sums not exceeding the several Rates usually paid in the Port of *London* with respect to such Goods, Articles, or Things, and every such Rate shall be payable by the Owner of the Goods, Articles, or Things.

Rates payable on Goods.

XLIV. And be it enacted, That it shall be lawful for the Company to demand for the Use of their Warehouses, Cranes, Weighing and Measuring Machines, of and from the Owner or Person having the Charge of any Goods, Articles, or Things deposited in such Warehouses, or loaded or unloaded, weighed or measured, by means of such Cranes, Weighing and Measuring Machines, such reasonable Rates as the Company shall from Time to Time appoint.

Rates to be charged for Use of Cranes, Weighing Machines, &c.

XLV. And be it enacted, That the Limits within which the Powers of the Superintendent and Dock Master for the Regulation of the Dock shall be exercised shall be the Dock, Works, and Premises of the Company, and a Distance of One Hundred Yards into the River *Thames* from the Entrance Gates of the said Dock, such Distance to be computed from the Centre of the outer Lock Gate of the said Dock; 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 Limits, shall not be prejudiced, lessened, or interfered with by this Act.

Limits within which Dock-master may exercise his Authority.

Power to appoint Meters, &c.

XLVI. And be it enacted, That it shall be lawful for the Company to appoint and license a sufficient Number of Persons to be Meters and Weighers within the Dock.

Rights of Corporation of London in respect of Metage and Porterage protected.

XLVII. Provided also, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to prevent or hinder the Mayor and Commonalty and Citizens of the City of *London*, or their Deputies, Meters, or Fellowship Porters (otherwise *Billingsgate* Porters), from exercising and enjoying within the said Dock and other Works the Right of Measurage and Porterage of all Coal, Corn, Grain, and Seed of what Kind soever, and of all Fish, Salt, Fruit, and Roots to be eaten, and of all other Merchandizes measurable or to be measured, at the Rates and Prices as regulated and settled, or to be regulated and settled, by the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, in such and the same Manner in every respect as they now and heretofore have enjoyed such Right of Measurage and Porterage in any Part of the Port of *London*.

Saving Rights of Her Majesty.

XLVIII. And be it enacted, That nothing contained in this Act or in the Acts herein recited or referred to shall be deemed or construed to extend, either directly or by Implication or otherwise, to prejudice or affect any Right of Property or Title belonging to Her Majesty, Her Heirs or Successors, in or to the Ground or Soil and Bed of the River *Thames* or the Shores thereof, or to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or some Two of them, first had and obtained for that Purpose, (and which Consent such Commissioners, or any Two of them, are hereby authorized and empowered to give,) or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Dock to form Part of Port of London.

XLIX. And be it enacted, That the Dock shall be deemed and held to be situate within and Part of the Port of *London*.

Public Act.

L. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1850.