



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. lxxxiii.

An Act for authorizing the *Victoria (London) Dock Company* to make a new Cut Eastward of their Dock, and to raise additional Capital, and for other Purposes. [27th July 1857.]

WHEREAS by "The *Victoria (London) Docks Act, 1853,*" 16 & 17 Vict. c. cxxxi.
(in this Act called "the Act of 1853,") the *Victoria (London) Dock Company* (in this Act called "the Company") were by Section XXIII. authorized to make and maintain additional Docks, with Basins, Cuts, Channels, Entrances, and other Works connected therewith, on the Eastern Side of the Dock by "The *Victoria (London) Dock Act, 1850,*" (in this Act called "the Act of 1850,") 13 & 14 Vict. c. li.
authorized to be made, and extending thence to or towards or near to the Entrance from the River *Thames*, by the Act of 1850 authorized to be made, and for that Purpose to vary and enlarge the Eastern Cut or Channel by the Act of 1850 authorized to be made between the Site of the Dock by the Act of 1850 authorized to be made and the Entrance thereto from the River *Thames*, and to convert such Cut or Channel where necessary into Docks, Basins, Ponds, and other Works, and (by Section XXVII.) the additional Docks, Enlargements, Alterations, and Works by the Act of 1853 authorized to be made were to be completed by the Fourth Day of *August* One thousand

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sand eight hundred and sixty, being Seven Years after the passing of that Act, and the Dock and Works which were authorized by the Act of 1850 were to be completed by the Fifteenth Day of *July* One thousand eight hundred and fifty-seven: And whereas it is expedient that the Period for the Completion of Part of the Works by the Act of 1850 authorized be extended: And whereas it is expedient that the Company be authorized to make and maintain another Cut or Channel and Entrance into the River *Thames* from and out of the authorized Eastern Cut, and to make other Works in connexion therewith: And whereas it is expedient that the Company be authorized to sell and dispose of their *Steelyard* Estate, and to purchase, provide, rent, and hold Warehouses elsewhere: And whereas it is expedient that the Company and the Lessees of their Undertaking be authorized to grant building and improving Leases for long Terms of Years of the Lands of the Company: And whereas it is expedient that the Company be authorized to raise further Moneys for the Purposes of their Undertaking: And whereas by the Act of 1853 the Company were authorized to lease their Undertaking to *Samuel Morton Peto* now Sir *Samuel Morton Peto* Baronet, *Edward Ladd Betts*, and *Thomas Brassey*, for Twenty-one Years, and it is expedient to provide that the new Works and Additions to the Undertaking of the Company by this Act authorized be leased to them: And whereas it is expedient that the Company be authorized to make such other Leases of their Undertaking as by this Act provided: And whereas the Objects of this Act cannot be attained 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:

Short Title. I. This Act may be cited for all Purposes as "*Victoria (London) Docks Act, 1857.*"

8 & 9 Vict.
c. 16. incor-
porated. II. The following Provisions of "The Companies Clauses Consolidation Act, 1845," (to wit,)

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for the Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With

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With respect to the borrowing of Money by the Company on Mortgage or Bond ;

With respect to the Conversion of the borrowed Money into Capital ; and

With respect to the Consolidation of the Shares into Stock ;

And "The Lands Clauses Consolidation Act, 1845," and "The Harbours, Docks, and Piers Clauses Act, 1847," are respectively incorporated with this Act.

III. The several Words and Expressions to which by the Acts incorporated with this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Same Meanings to Words in incorporated Acts and this Act.

IV. With respect to so much of the Eastern Cut or Channel, to lead from the Eastern End of the Company's Dock, already made in the Parish of *West Ham* in the County of *Essex*, into the River *Thames* at *Galleon's Reach* as is not already made, and the Works connected therewith as originally authorized, the Period limited for the Completion thereof is by this Act extended to the Fourth Day of *August* One thousand eight hundred and sixty, and on the Expiration of that extended Period the Powers of the Company for the making thereof, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Extension of Time for making Eastern Cut.

V. Whereas Plans and Sections showing the Line and Levels of the Cut or Channel Entrance and Works by this Act authorized to be made, and which are intended to be made partly in Lands belonging to the Company, and forming Part of their Undertaking, as authorized by the Act of 1853, and partly in other Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Essex* and *Kent*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Cut or Channel, Entrance and Works, by this Act authorized to be made, in the Lines and Situation and in or upon the Lands delineated on those Plans, and described in those Books of Reference, and according to the Levels defined on those Sections, and may accordingly appropriate and enter upon, take and use, for the Purposes of this Act, such of those Lands as they think proper.

Power to make new Works, and use Company's Lands for the Purpose.

VI. The Works which the Company are by this Act authorized to make and maintain comprise the following Works ; (that is to say,)

New Works authorized.

1. A Cut or Channel and Entrance into the River *Thames*, commencing from and out of the authorized Line of the Eastern Cut in the Parish of *East Ham* in the County of *Essex* in
Fields

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Fields now belonging to the Company, and occupied respectively by *Stephen Holloway* and *John Stemp*, numbered respectively 18 and 19 in that Parish in the Plans of the Undertaking deposited with the Clerk of the Peace for the County of *Essex* in 1852, at or near to a Point distant about One hundred and fifty Yards Westward of the Road leading from *East Ham* to the *Barge House* Inn on the Northern Bank of the River *Thames* in *Woolwich Reach*, and terminating at or in the River *Thames* in *Woolwich Reach* in the Parish of *East Ham* in the County of *Essex*, at or near to a Point distant about One hundred and twenty Yards Westward of the *Barge House* Inn on the Northern Bank of the River *Thames* :

2. The embanking of the River *Thames*, and the scouring, dredging, and deepening of the Bed, Shore, or Soil thereof, at or near to that intended Entrance :
3. All requisite Locks, Gates, Bridges, Wharves, Quays, Platforms, Jetties, Stations, Sidings, Approaches, Sheds, Moorings, Cofferdams, and other Works and Conveniences connected with or for the Purposes of the intended new Cut or Channel and Entrance :

Which intended new Cut, Channel, Entrance, and other Works will be made or pass from, in, through, or into the Parish of *East Ham*, and the Banks, Shore, Soil, and Bed of the River *Thames* in the County of *Essex*, and the Parish of *Woolwich*, and the Banks, Shore, Soil, and Bed of the River *Thames* in the County of *Kent*.

Limits of Deviation.

VII. In making the Works by this Act authorized the Company may deviate from the Line of the intended new Cut, Channel, Entrance, and other Works to the Extent of the Limits of Deviation defined on the Plans deposited for the Purposes of this Act.

Diversion of Water of Thames.

VIII. The Company may divert Water from the River *Thames* into and through the intended new Cut, Channel, Entrance, and Works into and through other existing and authorized Docks, Cuts, and Works of the Company.

As to the crossing Roads, &c.

IX. The Company may cross, divert, raise, lower, alter, or stop up, either temporarily or permanently, all such Streets, Roads, Highways, Footpaths, Bridges, Railways, Tramways, Aqueducts, Streams, and Watercourses in those Parishes and Places as are shown on the said deposited Plans, and also all such Sewers, Drains, Culverts, and Pipes as are within the Limits of lateral Deviation shown on those Plans, as it may be necessary or desirable to cross, divert, raise, lower, alter, or stop up for the Purposes of the Works by this Act authorized.

X. The

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X. The Company shall have the exclusive Management and Control of the Bridge by which the present Road, numbered 48 on the deposited Plans, is to be carried over the intended Entrance Lock shown on those Plans: Provided always, that the said Bridge shall, except when in Use for the Purposes of the Navigation, remain down for the Use of the Public passing over or along the same.

Company to manage Bridge over Entrance Lock.

XI. The Company shall not construct the proposed Dock Entrances, or any Works, on any Part of the Shore of the River *Thames*, without the previous Consent of Her Majesty, Her Heirs or Successors, signified in Writing under the Hand of the Secretary of the Admiralty, and the Mayor and Commonalty and Citizens of the City of *London*, or the Lord Mayor, as Conservator of the River *Thames*, signified in Writing under the Hand of the Town Clerk of the City, and then only according to such Plan and under such Restrictions and Regulations as the Lords of the Admiralty, and the Mayor and Commonalty and Citizens, or the Lord Mayor, so approve of, such Approval being signified as last aforesaid; and where any such Works are constructed with such Consent, the Company shall not thereafter alter or extend the same without previously obtaining the like Consents or Approval.

Works on Shore of Thames not to be constructed without the Authority of Admiralty and City.

XII. If any such Works be completed or commenced without such Consent and Approval, the Lords of the Admiralty, or the Mayor and Commonalty and Citizens or the 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 such Lords, shall be a Debt due to the Crown, and as respects the Mayor and Commonalty and Citizens shall be a Debt due to them, and recoverable against the Company accordingly.

Abatement of Works made without such Consent.

XIII. No other Entrance into the *Thames* than the authorized Entrance at *Galleon's Reach*, and the Entrance from the Cut or Channel by this Act authorized to be made, and shown on the Plans deposited at the Admiralty Office, for the Purposes of this Act, shall be executed without the previous Approval and Sanction of the Lords of the Admiralty, signified in Writing under the Hand of the Secretary of the Admiralty.

No other Entrances to be made than those shown on deposited Plans, without Consent of Admiralty.

XIV. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her

Admiralty may order local Survey at Expense of Company.

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Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty.

XV. If any Work to be constructed by the Company in, under, over, through, or across the said River *Thames*, or if any Portion of any Work which affects or may affect any such River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Plan of Works in Thames to be approved by Mayor, &c. of London.

XVI. All Works to be executed under this Act in or connected with the River *Thames* shall be executed according to a Plan approved by the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, and deposited at the Office of the Town Clerk of the City, and shall be executed to the Satisfaction of the Engineer employed in the *Thames* Navigation.

Company not to take Gravel, &c. from River without Consent of Corporation of London.

XVII. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River without the previous Consent of the Mayor and Commonalty and Citizens, or the Lord Mayor, signified in Writing under the Hand of the Town Clerk of the said City.

Company not to interfere with Crown Land under Charge of the Secretary of State for War without Consent.

XVIII. And whereas it is necessary that the Fortifications and other public Property belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved from Injury or Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the said Company to enter upon or possess or occupy any Buildings or Land belonging to Her Majesty, and under the Control or Management of the said Principal Secretary of State, without the Consent of the said Principal Secretary of State in Writing first had and obtained for that Purpose, which Consent such Principal Secretary of State is hereby authorized to give.

As to Works requiring Consent of Commissioners of Sewers.

XIX. Where any of the Works by this Act authorized 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

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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, and Kent*, or so as in anyway to affect the Drainage of the Levels, the Company shall not proceed therein until they shall have given to the respective Commissioners of Sewers, or their Clerk, Twenty-one Days previous Notice in Writing of their Desire so to do, and the full Particulars, Plans, Sections, Description, and Specification of the Works so affecting any such Sewer, Drain, Watercourse, Work, or Defence, and the respective Commissioners have sanctioned and approved the Mode of crossing, passing, or interfering with such Sewer, Drain, Watercourse, Work, or Defence.

XX. The Company shall adhere to and comply with all such Orders and Regulations as the respective Commissioners of Sewers make with respect to the providing by the Company by such new, altered, or substituted Sewers, Drains, Watercourses, Works, or Defences, as their Engineer and the Engineer of the respective Commissioners determine for the proper Protection and Drainage of and the preventing of Injury to the Sewerage of those Levels, and for guarding against any Impediment to the Drainage, and for saving harmless the respective Commissioners against all Expense; and all the Works so required shall be done under the Superintendence and Control of the Surveyor or other Officer of the respective Commissioners appointed for the Purpose at the Expense in all respects of the Company.

Company to comply with Orders of Commissioners of Sewers as to those Works.

XXI. When any such new, altered, or substituted Sewer, Drain, Watercourse, Work, or Defence is completed by 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 respective Commissioners of Sewers as any other Sewers, Drains, Watercourses, Works, or Defences; and all the Rights, Powers, Privileges, and Authority of the respective Commissioners shall remain in full force with respect to all such Sewers, Drains, Watercourses, Works, and Defences for all Purposes, and shall not be prejudiced or affected by this Act.

New Sewage Works to be under Jurisdiction of Commissioners of Sewers.

XXII. And whereas the intended new Tidal Basin and the Lock between the same and the River *Thames* by this Act authorized, as laid down on the deposited Plan, are intended to be formed and maintained in such Manner as to cut through and intercept the Main of the *East London Waterworks Company* laid down and being in the Road called the *North Woolwich Road* in the Parish of *East Ham* in the County of *Essex*: And whereas the said Main constitutes the Means by which that Waterworks Company supply with Water the

Dock Company to lay down and maintain an Iron encasing Main or Pipe for protecting the Main or Pipe, and to be approved by the Engineer

District

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of East London Waterworks Company.

District adjoining the Site of the intended new Works, and it is expedient that due Provision should be made with reference to the said Main, and that convenient and sufficient Means of conveying their Water across the Line of the said intended new tidal Lock and Basin should be provided for the Waterworks Company at the Expense of the Dock Company: Therefore for such Purpose the Dock Company shall, at their own Expense, provide and lay down under the said intended new Lock, and in or near the Line of the said Road aforesaid, a good and sufficient Iron Main or Pipe of not less than Three Feet internal Diameter, and of such Shape, Form, and Substance as shall be sufficient, in the reasonable Judgment of the principal Engineer for the Time being of the said Waterworks Company, for encasing and protecting the Main or Pipe by means of which the Waterworks Company may convey their Water Service across the Line of the intended new Works; and the same encasing Main or Pipe shall be laid down at such Level as to allow a Thickness of Soil not less than Eighteen Inches to intervene between the highest Part thereof and the lowest Works of the said new Cut or Basin, and the same encasing Main or Pipe shall for ever thereafter be maintained in good Order and Condition by the Dock Company, and the Waterworks Company and their Servants and Agents shall have at all reasonable 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 Main or Service Pipes and other Works of the Waterworks Company for the Time being within and near the same encasing Main or Pipe; and the Dock Company shall at the like Expense, before interrupting the Passage of the said Waterworks Company's Supply by their existing Main, construct, and, until the Expiration of Fifteen Days after the laying down and Completion in a State fit for Use of the said Iron encasing Main or Pipe, maintain in good working Order and Condition such existing Main or Pipe, and such Connexions, Cocks, and Appliances as shall sufficiently provide during the Construction of the said Basin and Lock for the Conveyance of Water by the Waterworks Company across the Line thereof.

Dock Company to construct temporary Pipe for Conveyance of Water by Waterworks Company.

Dock Company to complete Works herein authorized, &c.

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

Nothing in this Act to prejudice Rights, &c. of Waterworks Company.

XXIV. Save and except as by this Act is otherwise provided, nothing in this Act contained shall be deemed or construed to alter, diminish, or otherwise prejudicially affect the Rights, Powers, Authorities, and Privileges of the *East London Waterworks Company*, but the same (save and except as aforesaid) shall and may be used, exercised,

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cised, and enjoyed by that Company in as full and ample a Manner as if this Act had not been passed.

XXV. The Works by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for
Completion
of Works.

XXVI. The new Works and Additions to the Undertaking of the Company by this Act authorized shall be Part of the general Undertaking of the Company, and the Provisions of the Act of 1853 shall extend and apply to the same accordingly.

New Works,
Part of Com-
pany's gene-
ral Under-
taking.

XXVII. All the Provisions of any and every Act of Parliament relating to the original Undertaking of the Company, and the Lessees of their Undertaking, and their respective Agents, Officers, and Servants respectively, with respect to the same, and on the passing of this Act in force, shall, so far as the same shall be applicable, and except where other Provisions are made with respect thereto, be of the like Force and Effect with respect to the new Works by this Act authorized, and may be exercised, enforced, and enjoyed by and against the Company and the Lessees of their Undertaking, and their respective Agents, Officers, and Servants respectively.

Provisions of
other Acts
applicable
accordingly.

XXVIII. The Works by this Act authorized shall be deemed to be situate within and Part of the Port of *London*.

Works to
form Part of
Port of
London.

XXIX. The Limits prescribed by the Act of 1853 for the Exercise by the Superintendent and Dock-master of the Powers for the Regulation of the Dock shall, after the passing of this Act, be extended so as to comprise all Places within a Distance of One hundred Yards into the River *Thames* from the intended Jetties at the Sides of the new Entrance by this Act authorized, such Distance to be measured from the Point at which a straight Line drawn through the Centre of the Entrance Lock would intersect a straight Line drawn from the outer Point of One of those Jetties to the outer Point of the other: 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 these extended Limits, shall not be prejudiced, lessened, or interfered with by this Act.

Extension of
Limits with-
in which
Dock Master
may exercise
his Autho-
rity.

XXX. The Company may at any Time or Times within Ten Years from the passing of this Act, with the Consent from Time to Time of the Lessees of their Undertaking during the Continuance of their Lease, sell and dispose of their Lands and Buildings contiguous to

Power
sell the
Steelyard
Estate.

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the River *Thames* in the City of *London*, called the *Steelyard* Estate.

Power to purchase other Lands.

XXXI. The Company by Agreement may, with the like Consent of the said Lessees, from Time to Time purchase, provide, rent, and hold any Lands, not exceeding in the whole Three Acres, and with or without any Warehouses or other Buildings thereon, and all such Lands shall form Part of the Undertaking of the Company.

Power to provide Warehouses on such Lands.

XXXII. The Company from Time to Time, with the like Consent of the Lessees of their Undertaking, may alter any Warehouses or other Buildings on any such Lands, and may erect on any such Lands any Warehouses for the Reception and Deposit of Goods, and may adapt, use, and manage any such Warehouses and other Buildings for the Reception and Deposit of Goods, and may demand and take such reasonable Rents and Charges in respect thereof as the Company, with the like Consent of the said Lessees, think fit.

Warehouses, if licensed as Bonding Warehouses, to be used accordingly.

XXXIII. If the Commissioners of Her Majesty's Treasury or the Commissioners of Her Majesty's Customs be pleased to license as Bonding Warehouses any of the Warehouses of the Company provided under this Act, or any Part thereof, the Company, or during the Continuance of their Lease the Lessees of their Undertaking, may hold, use, and manage the same as Bonding Warehouses.

Power to grant building and improved Leases for Ninety-nine Years.

XXXIV. The Company, with the Consent of the Lessees of their Undertaking, during the Continuance of the Lease, from Time to Time may grant Leases for any Terms not exceeding Ninety-nine Years of any of the Lands of the Company to any Persons, Corporations, or Companies (such Corporations or Companies being capable at Law to accept such Leases) who shall covenant to improve such Lands by laying out Money in the Erection of Warehouses or other Buildings thereon, or in the Construction thereon of Warehouses, Buildings, or Works calculated to promote the Business of the Docks, and they may also grant to such Lessees the Use during their respective Leases of such Waterway, Quay Room, and Wharfage Room, and other Easements as may be requisite or convenient for the Purpose of the Trade or Business to be carried on in or at the Warehouses, Buildings, or Works to be erected or constructed by such Lessees.

Leases of Parts of Undertaking to take effect as Sub-leases.

XXXV. Provided always, That notwithstanding the granting of any such Lease for a Term equal to or exceeding the Term granted by the then Lease of the Undertaking, all the Covenants, Provisoes, Conditions, and Stipulations of the Lease of the Undertaking shall, as between the Company and the Lessees of the Undertaking, have like

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like Effect as if the Lease of the Undertaking had originally not comprised the Hereditaments demised by the Lease so granted, save only that the Company shall pay to the Lessees of the Undertaking such Part of the Rent reserved by the Lease so granted as falls due during the Continuance of the Lease of the Undertaking.

XXXVI. Every such Lease may be made with or without Fine, and with and subject to such Exceptions, Reservations, yearly or other Rents or Payments, Covenants, Conditions, Powers, and Provisions whatsoever, as the Parties thereto mutually agree on: Provided always, that by every such Lease due Provision shall be made for securing the Payment, Performance, and Observance by the Lessees thereunder of the Rent (if any), Covenants, and Provisions in and by the same respectively reserved and contained, and on their Part to be respectively paid, performed, and observed: Provided also, that a Duplicate or Counterpart of every such Lease shall be executed by the Lessees therein named, and be delivered to the Company.

Terms and
Conditions of
such Leases.

XXXVII. If any such Warehouses provided under this Act by the Company be situated near to the River *Thames*, the Company, so far as is consistent with the Provisions of the Act of the Session of the Seventh and Eighth Years of *George* the Fourth, Chapter 75, for the Regulation of Watermen and Lightermen of the River *Thames*, may, with the Consent of the Lessees of their Undertaking during the Continuance of the Lease, purchase, build, rent, hire, and maintain Steam or other Vessels for the Conveyance therein of Goods between or to or from the Docks of the Company and such Warehouses, and make such reasonable Charge for such Conveyance of Goods as they from Time to Time think fit.

Power to
provide
Vessels for
conveying
Goods be-
tween Docks
and Ware-
houses.

XXXVIII. The Company from Time to Time may demand, take, and receive for and with respect to Vessels using or entering the Cut or Channel and Entrance by this Act authorized, and for Coals and other Goods, Articles, and Things shipped or landed, received or delivered, in or at that Cut or Channel and Entrance, the like Tonnage Dues and other Rates and Sums as by the Act of 1853 the Company are authorized to take for and with respect to Vessels using or entering the Docks or lying therein, and Coals, Goods, Articles, and Things shipped or landed, received or delivered, within the Limits of the Dock, and accordingly every such Tonnage due shall be payable by the Master of the Vessel, and every such Rate on Coals, Goods, Articles, and Things shall be payable by the Owner thereof.

Tonnage
Dues and
Rates on
Coal and
Goods.

XXXIX. The Company may demand and take for the User of their Warehouses, Cranes, Weighing and Measuring Machines, pro-
vided

Rates for
ware-
housing,

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weighing,
&c. Goods.

vided under this Act, 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, the usual Charges.

Power for
Company to
lease new
Works to
Messrs. Peto,
Betts, and
Brassey.

XL. The Company may demise or lease to Sir *Samuel Morton Peto* Baronet, *Edward Ladd Betts*, and *Thomas Brassey*, their Executors and Administrators, or to Two or One of such Persons, their or his Executors and Administrators, for a Term co-extensive with the Term of the now existing Lease of the present Undertaking of the Company granted under the Authority of the Act of 1853, all or any of the new Works and Additions to the Undertaking of the Company by this Act authorized, and all or any of the Tolls, Rates, and Duties not included in the now existing Lease which the Company are by this Act empowered to raise and levy, and all or any of the Rights, Powers, and Privileges not included in the now existing Lease of which the Company may under this Act be possessed, at or under such yearly or other Rents, or for or in consideration of such Share of the gross or net Earnings or Profits, or for such other Considerations, and with, under, and subject to such Powers, Provisions, Stipulations, and Agreements, as the Company from Time to Time approve.

Modification
of Leases to
Messrs. Peto,
Betts, and
Brassey.

XLI. The Company and Messieurs *Peto*, *Betts*, and *Brassey*, or any of them, or their respective Executors, Administrators, or Assigns, from Time to Time may modify as they mutually agree on the Terms and Conditions of any present or future Lease or Leases of the Undertaking, or any Part thereof, to Messieurs *Peto*, *Betts*, and *Brassey*, or any of them, and in order thereto may make all such Contracts, Surrenders, new Leases, and other Assurances as they respectively think fit.

Power for
Company to
lease Under-
taking to
Joint Stock
Company,
&c.

XLII. The Company, with the Consent of the Lessees of their Undertaking during the Continuance of the Lease, and with the Consent of at least Two Thirds of the Votes of the Shareholders present, personally or by Proxy, at an Extraordinary General Meeting of the Company, or by the Consent of an absolute Majority of the Votes of the Shareholders of the Company, from Time to Time may demise or lease all or any Part of the Docks, Basins, Cuts, Wharfs, Quays, Entrances, Warehouses, Buildings, Lands, Works, and Conveniences whatsoever from Time to Time forming the Undertaking of the Company, and all or any of the Rates, Tolls, and Duties which the Company are from Time to Time authorized to demand and take, and all or any of the Rights, Powers, and Privileges of the Company, to a Company, with limited Liability, constituted under "The Joint Stock Companies Act, 1856," for that Purpose, for any Term of Years which

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which the Company think fit, not exceeding Sixty Years: Provided that the Amount of such limited Company's Capital shall not be less than One hundred and fifty thousand Pounds, and not less than Fifty thousand Pounds shall be fully paid up before any such Lease shall take effect: Provided also, that such limited Company shall not carry on or be authorized to carry on any Business or Trade other than that connected with that Part of the Undertaking of the Company demised by such Lease, and the said Capital of One hundred and fifty thousand Pounds shall be applied exclusively to the Purposes of such Business or Trade, and in addition to any other Provisions of the Lease there be contained therein a Proviso for the Avoidance or Determination thereof in the event of the Bankruptcy or Insolvency of such Company, or in the event of the same being decreed to be wound up under any Statute for the Time being in force for the winding-up of Joint Stock Companies.

XLIII. Any such Lease may be made either by way of Substitution for any now existing or future Lease or Leases of the Undertaking to Messieurs *Peto, Betts, and Brassey*, or any of them, or subject to or to take effect in possession after the Determination of any such present or future Lease or Leases, and may be made at or under such yearly or other Rents or Payments, or for such Share of the gross or net Earnings or Profits, or partly at or under such yearly or other Rents or Payments, and partly for such Share of the gross or net Earnings or Profits, or for such other Considerations, and with, under, and subject to such Powers, Provisions, Stipulations, and Agreements, as the Company think fit.

Terms and Conditions of such Lease.

XLIV. The Company and the intended Lessees of all or any Part of their Undertaking, from Time to Time, with the Consent of the present Lessees of their Undertaking during the Continuance of the Lease, may enter into and carry into effect all such Agreements and Arrangements whatsoever as they think fit with respect to the granting of any Leases by this Act authorized, and the Terms and Conditions on which the same shall be granted.

Agreements between Company and intended Lessees of Undertaking as to such Leases.

XLV. For the Purposes of any such Lease to any Joint Stock Company, or any other Person, any present or future Lease or Leases to Messrs. *Peto, Betts, and Brassey*, or any of them, may be surrendered or may be assigned, as they and the Company and such Joint Stock Company or other Person think fit.

Surrender of Lease to Messrs. *Peto, Betts, and Brassey*.

XLVI. Any Lease of the Undertaking of the Company, or any Part thereof, made in pursuance of this Act, shall contain all usual and proper Covenants on the Part of the Lessees for maintaining the Undertaking, or the Part thereof comprised in the Lease, in good and

Provisions to be contained in Leases of Undertaking.

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efficient Repair and working Condition during the Continuance thereof, and for so leaving the same at the Expiration of the Term thereby granted, and such other Provisions, Conditions, Covenants, and Agreements as are usually inserted in Leases of like Nature.

Powers and
Obligations
of Lessees.

XLVII. During the Continuance of any such Lease all the Powers and Privileges granted to and which might otherwise be exercised and enjoyed by the Company, or their Directors, Officers, Agents, or Servants, by virtue of the Act of 1853 and this Act respectively, with respect to the Possession, Enjoyment, and Management of the Undertaking, or the Part thereof comprised in the Lease, and the Rates and Tolls to be taken in respect thereof, shall be exercised and enjoyed by the Lessees, and their Officers, Agents, and Servants, under the same Regulations and Restrictions as are by the Act of 1853 and this Act respectively imposed on the Company, and their Directors, Officers, Agents, and Servants; and the Lessees shall, with respect to the Undertaking, or the Part thereof comprised in the Lease, be subject to all the Obligations by the Act of 1853 and this Act respectively imposed on the Company.

Restrictions
on Lessees
and Com-
pany.

XLVIII. Provided always, That notwithstanding any such Lease, the Power of appointing and removing the Secretary, the Engineer, and the Dock-master respectively shall remain in the Directors of the Company; and the Company shall in all respects continue subject to the same Liabilities and Obligations as if the Lease were not granted, but without Prejudice to any Indemnity against any such Liabilities and Obligations provided for by the Lease.

Company
may raise
additional
Capital.

XLIX. The Company may raise, by creating new Shares, in addition to the Sums of Money which they are already authorized to raise, any further Sums, not exceeding in the whole Three hundred thousand Pounds.

New Capital
to be Part of
general
Capital.

L. The Capital to be raised by the Creation of new Shares shall be Part of the general Capital of the Company, and the Holders of Shares therein shall have the like Privileges and Advantages, and participate in Dividends in the like Proportion, and be subject to the like Provisions in all respects, whether with respect to the Payment of Calls, or the Forfeiture of Shares or Nonpayment of Calls, or otherwise, as the Holders of other Shares in the Capital.

Company
may cancel
forfeited
Shares with
Consent of
Holders, and

LI. Where any Share in the Capital of the Company is declared forfeited, or where any Sum payable on any Share remains unpaid, the Company, with the Consent in Writing of the registered Holder of the Share, and with the Sanction of a General Meeting, may resolve that the Share shall be cancelled, and immediately thereupon
the

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the Share shall be cancelled, and all Liabilities and Rights with respect to the Share shall thereupon be absolutely extinguished, and the Company may from Time to Time thereafter create and issue in lieu thereof new Shares of an aggregate Amount not exceeding the Amount which remains unpaid in respect of the Shares so cancelled.

issue new Shares in lieu thereof.

LII. If at the Time of issuing any new Shares under this Act the then existing Shares of the Company be at a Premium, the new Shares to be then issued shall, except so far as a General Meeting of the Company specially convened for the Purpose shall, by at least Three Fifths of the Votes of the Shareholders, present in Person or by Proxy thereat, otherwise determine, be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the then existing Shares of the Company in proportion to the then existing Shares held by them respectively, and shall be offered to them at Par in such Proportion.

If ordinary Shares at a Premium, new Shares to be offered to existing Shareholders.

LIII. Every such Offer of new Shares shall be made by Letter under the Hand of the Secretary of the Company given to every Holder of Shares, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed.

Offer of new Shares to be made by Letter.

LIV. The new Shares so offered shall vest in and belong to the Shareholders who accept them.

New Shares to vest in accepting Shareholders.

LV. If any such Shareholder fail for One Month after such Offer of new Shares to accept them, the Company may dispose of the unaccepted new Shares to any other Persons.

Disposal of unaccepted new Shares to others.

LVI. Provided always, That the Company, if they think proper, but not otherwise, may permit any such Shareholder who, from Absence abroad or other Cause satisfactory to the Company, omits to signify within the Time by this Act limited his Acceptance of the Shares offered to him, to accept them notwithstanding the Time have elapsed.

Directors may enlarge Time for accepting new Shares.

LVII. Except as is by this Act provided with respect to offering new Shares to existing Holders of Shares, the Company may from Time to Time dispose of the new Shares to such Persons, and on such Terms and Conditions, as the Company think fit.

General Disposal by Company of new Shares.

LVIII. One

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Calls on new Shares.

LVIII. One Tenth of the nominal Amount of a Share shall be the greatest Amount of any One Call in respect of the new Shares, and Three Months at least shall be the Interval between successive Calls.

Votes of Holders of new Shares.

LIX. With respect to the Votes of the Holders of new Shares, the Holder of any new Share of Twenty Pounds created by the Company under this Act shall have One Vote for every such Share held by him; and the Holder of any new Share or new Shares of any other Amount shall have One Vote for every entire Sum of Twenty Pounds (rejecting Fractions) contained in the Amount of the new Share, if but One, or in the total Amount of all the new Shares if more than One, respectively held by him.

Power to borrow on Mortgage.

LX. The Company may borrow on Mortgage any further Sum, not exceeding in the whole One hundred thousand Pounds, but no Part of that Sum shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is subscribed for, and One Half thereof is actually paid up.

Existing Mortgages to have Priority.

LXI. All Mortgages granted by the Company before the passing of this Act, and from Time to Time in force, shall have Priority over the Mortgages granted by the Company after the passing of this Act.

Arrears may be enforced by Appointment of a Receiver.

LXII. The Mortgagees under this Act may enforce the Payment of the Principal Moneys and Interest due to them respectively on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds.

Limit of Application of Money raised by new Shares and by borrowing.

LXIII. All and every Part of the Money raised by the Company under this Act by new Shares, or by borrowing, shall be applied only to Purposes by the Acts of 1850 and 1853 and this Act respectively authorized.

Subscription Contract to be valid.

LXIV. The Subscription Contract which, pursuant to the Standing Orders of Parliament, was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the last Session of Parliament, shall be as valid and shall be construed as if this Act had been passed in the said last Session.

If Practice Range on Plumstead Marshes be discontinued Company to pay a Sum towards

LXV. 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 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

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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."

another
Practice
Range.

LXVI. Except only so far as is by this Act expressly provided, nothing in this Act contained shall prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of Her Majesty, Her Heirs or Successors, or of the Mayor and Commonalty and Citizens of the City of *London*, or of the Lord Mayor, or of the Master, Wardens, and Assistants of the *Trinity House of Deptford Strond*, or 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, or the Lord Mayor as Conservator of the River *Thames*, or the Master, Wardens, and Assistants, do or might lawfully claim, use, or exercise.

Saving
Rights of the
Crown, Cor-
poration of
London, and
the Trinity
House of
Deptford
Strond.

LXVII. Provided always, That nothing in this Act contained shall 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 Works by this Act authorized 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 Merchandises measurable or to be measured, at the Rates and Prices from Time to Time regulated and settled by the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, in like Manner in every respect as they have heretofore enjoyed and now enjoy such Right of Measurage and Porterage in any Part of the Port of *London*.

Saving
Rights of
Corporation
to Metage
and Porter-
age.

LXVIII. Nothing in this Act contained shall 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 the Lord Mayor of the City, or prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the Mayor and Commonalty and Citizens, or the Lord Mayor as Conservator of the River *Thames*, or otherwise, do or might lawfully claim, use, or exercise.

Saving
Rights of
Corporation
generally.

LXIX. The Company shall be subject to the Provisions of any General Act which may be passed relating to or affecting Docks, and

Company
subject to
Provisions

[*Local.*]

13 Z

after

Victoria (London) Docks Act, 1857.

of General
Acts and
Revision of
Rates.

after the Expiration of Twenty-one Years from the passing of the Act of 1853 the Company shall be subject to Revision and Alteration, under the Authority of Parliament, of the Rates and Duties by this Act authorized to be taken.

Expenses of
Act.

LXX. All the Costs, Charges, and Expenses of and incidental to the obtaining and passing of this Act shall be paid by the Company.

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