



ANNO OCTAVO & NONO

VICTORIÆ REGINÆ.

Cap. cciii.

An Act for making a Railway from the *London and Blackwall* Railway at *Stepney* to the *Eastern Counties* Railway. [9th August 1845.]

WHEREAS the making of a Railway from the *London and Blackwall* Railway at *Stepney* in the County of *Middlesex* to the *Eastern Counties* Railway in the Parish of *Saint Mary Stratford-le-Bow* in the same County would be of great public Advantage, by forming a Communication between the said Railways, and also by affording to the Persons using the last-mentioned Railway, and to the Inhabitants of the North-eastern Suburbs of the Metropolis, a new and convenient Means of Access to the City of *London*: And whereas the Persons hereafter named are willing, at their own Expence, 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 Railway Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Incorporation of Acts 8 & 9 Vict. cc. 16. 18. and 20. with this Act.

[*Local.*]

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II. And

Short Title.

II. 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 *London and Blackwall Extension* Railway Act, 1845.”

Subscribers incorporated.

III. And be it enacted, That *James Nugent Daniell, William Haigh, Joseph Bishop, John Bowring* Member of Parliament, *James Weddell Bridger, George Thomas Ellison, William Edmund Ferrers, George Lewis Hollingsworth, George Lee, Francis Macnaghten, Charles Edward Mangles, and Edward Routh*, 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 a Railway from the *London and Blackwall* Railway at *Stepney* in the County of *Middlesex* to the *Eastern Counties* Railway in the Parish of *Saint Mary Stratford-le-Bow* in the same County, with proper Works and Conveniences belonging thereto, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of “The *London and Blackwall Extension* Railway 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 Undertaking, within the Restrictions herein and in the recited Acts contained.

Capital.

IV. And whereas the estimated Expence of making the said Railway is Two hundred thousand Pounds; be it enacted, That the Capital of the Company shall be Two hundred thousand Pounds.

Number and Amount of Shares.

V. And be it enacted, That the Number of Shares into which the Capital shall be divided shall be Eight thousand, and the Amount of each Share shall be Twenty-five Pounds.

Calls.

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

Power to borrow Money.

VII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Sixty-six thousand six hundred Pounds; but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Two hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Arrears to be enforced by Appointment of a Receiver.

VIII. And be it enacted, That it shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Five thousand Pounds in the whole.

IX. And

IX. And be it enacted, That the Number of Directors shall be Nine; and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking. Number and Qualification of Directors.

X. And be it enacted, That it shall be lawful for the Company to increase or reduce the Number of Directors, provided that the increased Number do not exceed Ten, and that the reduced Number be not less than Five. Power to vary Number of Directors.

XI. And be it enacted, That *James Nugent Daniell, William Haigh, Joseph Bishop, John Bowring, George Thomas Ellison, William Edmund Ferrers, George Lee, Charles Edward Mangles, and Edward Routh* shall be the first Directors of the Company. First Directors.

XII. And be it enacted, That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in the said Companies Clauses Consolidation Act, 1845, contained; and the several Persons elected at any such Meeting, being neither removed, nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said Companies Clauses Consolidation Act, 1845. Continuance in Office of first Directors.

XIII. And be it enacted, That the Quorum of a Meeting of Quorum. Directors shall be Three.

XIV. And be it enacted, That the Number of Directors of which Committees appointed by Directors shall consist shall not be less than Three nor more than Five; and the Quorum of such Committees shall be Two. Committees of Directors.

XV. And be it enacted, That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be "*The Times*." Newspaper for Insertion of Advertisements.

XVI. And whereas Plans and Sections of the Railway, showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace of the Counties of *Middlesex*; be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the said Railway and Works in the Line and upon the Lands described in the said Power to make Railway according to deposited Plans.

Books of Reference, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose: Provided always, that it shall not be lawful for the Company to construct any Works beyond the South Side of the *Eastern Counties* Railway at the Point of Junction with the last-mentioned Railway of the Railway hereby authorized to be made: Provided also, that the Plan of the Works by this Act authorized to be done and performed connected with the River *Lea*, or any other River or Stream, so far as the Tide of the River *Thames* ebbs and flows therein, shall be approved by the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, previously to the Execution of such Works, and that the said Works shall be performed to the Satisfaction of the Clerk of the Works of the *Thames* Navigation Fund for the Time being.

Line of the
Railway.

XVII. And be it enacted, That the said Railway shall commence at or near the *Stepney* Station House of the *London and Blackwall* Railway in the Parish of *Saint Dunstan Stebonheath* otherwise *Stepney* in the County of *Middlesex*, and shall pass through or into the following Places, (that is to say,) *Ratcliffe*, *Saint Dunstan Stebonheath* otherwise *Stepney*, *Saint Anne* otherwise *Saint Anne Limehouse*, *Bromley Saint Leonard's*, *Mile End Old Town*, *Mile End New Town*, *Old Ford*, *Stratford-le-Bow*, and *Saint Mary-le-Bow*, or some of them, in the said County of *Middlesex*, and shall terminate by a Junction with the *Eastern Counties* Railway in the last-mentioned Parish.

The Branch
to be made
on the
Levels, and
according to
the Gauge of
the *Eastern
Counties
Railway*.

XVIII. Provided always, and be it enacted, That the said Branch Line of the said Company hereby authorized to be constructed shall be made at the Point of Junction aforesaid under the Superintendence and according to the Directions of the Engineer for the Time being of the said *Eastern Counties* Railway Company, and shall be made on the Levels of the said *Eastern Counties* Railway, and the Gauge of the said last-mentioned Railway shall be adopted; and such Branch Line shall be constructed suitably for the Reception and Passage over the same of all such Traffic as may be put or carried thereon by the said *Eastern Counties* Railway Company.

The Slopes
of the *East-
ern Counties
Railway* at
the Point of
Junction to
remain their
Property.

XIX. And whereas the said Company in forming a Junction with the said *Eastern Counties* Railway at or near *Old Ford* as aforesaid will join the same on an Embankment, the Slopes whereof are now the Property of the said *Eastern Counties* Railway Company, and it is intended that such Slopes shall continue and be the Property of the said Company; be it therefore enacted, That it shall not be lawful for the said Railway Company hereby incorporated, without the Consent of the said *Eastern Counties* Railway Company in Writing first had and obtained, to purchase any Part or Portion of the Slopes and Lands of or belonging to the said *Eastern Counties* Railway Company, but such Slopes and Lands shall continue and remain the Property of the said *Eastern Counties* Railway Company: Provided always, that it shall be lawful for the said Company hereby incorporated to make, execute, and complete all the necessary Works for forming the Junction at or near *Old Ford* with the said *Eastern Counties* Railway.

XX. Pro-

XX. Provided always, and be it enacted, That the Regulation of the Times of starting from the said Point of Junction upon the said *Eastern Counties* Railway, and for coming upon the said Railway, and the general Superintendence of the Traffic running to and from the said Branch Line from or upon the said *Eastern Counties* Railway, shall be vested in the said *Eastern Counties* Railway Company, who shall be at liberty to work the entire Traffic coming from or proceeding upon the said *Eastern Counties* Railway over the said Branch, if they think fit, upon Terms of Remuneration to be agreed upon between the said Two Companies, or as shall, in case of Difference between them, be fixed by the Railway Department of the Board of Trade: Provided always, that the Regulations for running Traffic upon the said Branch Line shall be under the Superintendence of the Company hereby incorporated.

Regulating the Traffic on the *Eastern Counties* Railway and the Branch Railway.

XXI. Provided always, and be it enacted, That nothing in this Act contained shall extend to alter, diminish, or take away, or in any Manner to prejudice, the Rights, Privileges, Powers, and Authorities, or any of them, vested in the *Eastern Counties* Railway Company by virtue of all or any of the Acts relating to the said last-mentioned Railway, but that all such Rights, Privileges, Franchises, Powers, and Authorities shall be in full Force in like Manner as if this Act had not been passed.

Saving Rights of the *Eastern Counties* Railway Company.

XXII. And be it enacted, That the said Railway in passing through the Lands of *William Cotton* Esquire in the said Parishes of *Limehouse* and *Stepney*, both or one of them, through which a new Road and Avenues have been projected to be made leading from *Limehouse* to *Victoria Park*, shall be constructed upon Brick Arches, with a clear Headway of Sixteen Feet from the present Surface of the Land, and not less than Thirty Feet wide where the said Railway shall cross the said intended Road and Avenues, and shall be of such architectural Elevation and Fronts, and be erected upon such Sites in the Line of the said Railway, as shall previously to their Erection be approved of by the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings.

For Protection of the Lands of *William Cotton*, Esq., in the Parishes of *Limehouse* and *Stepney*.

XXIII. And be it enacted, That the said Railway shall be carried across or over the *Commercial Road* at or near to the *Stepney* Station of the *Blackwall* Railway by means of a Bridge of Iron or Brick, and that such Bridge, and all Walls and other Works connected therewith or occasioned thereby, and all Repairs and Renewals of the same, shall be constructed, made, and formed under the Direction and Superintendence from Time to Time of the Surveyor for the Time being of the said Company, and to the Satisfaction of the Engineer or Surveyor to the Trustees of the said Road, and that the Plans and Designs for the said Bridge and Works shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, and that the said Plans and Designs of the said Bridge and Works shall be approved of by the said Trustees, or their Engineer or Surveyor for the Time being; and previously to the Commencement of the said Bridge and Works Plans, Sections, and Specifications thereof shall be made by and at the Expence of the said Company, which shall be submitted

Works connected with the *Commercial Road* to be constructed to the Satisfaction of the Trustees of that Road.

[Local.]

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to

to and approved of by the said Trustees, or their Engineer or Surveyor; and in case in the Construction of the said Bridge and Works, or any of them, the said Company shall do or cause to be done any Injury, Interruption, or Damage to the said Road, or the Footpaths by the Sides of the said Road, or either of them, beyond such temporary Damage as may be necessary in the Construction of the Bridge, and shall not forthwith proceed to repair and make good such Injury or Damage, and remove such Interruption, to the Satisfaction of the Surveyor to the said Trustees, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed or made by the said Company, any Alteration of the said Road or Footpaths, or of the Drains or Sewers under the same, shall in the Judgment of the said Surveyor for the Time being to the said Trustees be rendered necessary, then and in any such Case it shall be lawful for the said Surveyor to the said Trustees to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on demand, by the said Company: Provided always, that nothing in this Act or in the said Acts incorporated herewith contained shall authorize or empower, or be deemed or construed to authorize or empower, the said Company to alter the present Level of the said *Commercial Road*, or to require that the said Road shall be crossed by an Arch of One Span.

Company to keep in repair the Bridge over the Commercial Road.

XXIV. And be it enacted, That the said Company shall and they are hereby required to keep the said Bridge so to be constructed over the said *Commercial Road*, and all Approaches, Walls, and other Works belonging thereto, at all Times after the Construction thereof respectively, in good and complete Repair, to the Satisfaction of the Surveyor to the said Trustees of the said Road; and in case of any Want of Repair to the said Bridge, Approaches, Walls, and other Works, or any of them, and after Notice thereof to the said Company by or on behalf of the Trustees of the said Road, if the said Company shall not, for the Space of Three Days after the Service of such Notice, commence such Repair, and proceed therein with reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, causing as little Obstruction to the said Railway as may be; and all the reasonable Costs, Charges, and Expences incurred by the said Trustees shall be paid, on demand, by the said Company.

Notice to be given to Trustees of Commercial Road of Commencement of Works, and free Passage to be preserved during their Construction.

XXV. And be it enacted, That the said Company shall not be at liberty to commence any of the Works connected with the said Railway on the said *Commercial Road* until they shall have given Seven clear Days Notice in Writing to the said Trustees, or their Surveyor for the Time being, of their Intention to commence the same; and that the said Works shall at all Times be so carried on and conducted as to afford a free and uninterrupted Passage for Foot Passengers at the Side of the said Road, and also for Two Carriages at the least to pass abreast along the said Road, and in such Manner as to cause as little Obstruction as may be to the Transit of Carriages and Passengers along the said Road.

XXVI. And

XXVI. And whereas by reason of the Exercise of the Powers of this Act granted Deficiencies may arise in the Produce of the Rates authorized to be levied by the Trustees of the *Commercial Road* under the Authority of an Act of Parliament made and passed in the Ninth Year of the Reign of His late Majesty King *George* the Fourth; be it therefore enacted, That the said Company, from and after the passing of this Act, and until the Works hereby authorized to be made shall be completed and assessed to such Rates, shall be subject and liable to be rated and assessed to such Rates in such a Sum of Money as the Buildings or Lands taken or used by the said Company were respectively rated and assessed at in the Rate last made in respect of such Buildings or Land before the passing of this Act, and shall pay the same Rates accordingly to the Collector of the said Trustees appointed to collect the same; and in case of Default in Payment of the said Rates for the Space of Fourteen Days next after Demand in Writing given to the Company by the said Collector, the same may be recovered in the Name of such Collector by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, or in such and the like Manner as the said Rates and Assessments are directed to be recovered by the said last-mentioned Act.

Providing for Deficiencies in Commercial Road Rates.

XXVII. And whereas the said Railway is intended to pass by means of a Bridge over the Regent's Canal in the Parish of *Limehouse* in the County of *Middlesex*, and it is expedient to make the following Provisions in consequence thereof; be it therefore enacted, That nothing in this Act or in the said recited Acts contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the Regent's Canal, or authorize or empower the said Company hereby incorporated to alter the Line or Level of the said Canal, or of the Towing Path thereof, or of any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to take or divert from the said Canal any of the Water, or to injure or alter the said Canal or Towing Path, or any of the Works thereof; and it shall not be lawful for the said Company hereby incorporated, in passing across the said Regent's Canal, to make any Deviation from the Line or Level of the said Railway as delineated and described on the said deposited Plans and Sections thereof, so as to diminish the Headway over the same Canal, without the Consent of the said Company of Proprietors of the Regent's Canal in Writing under their Common Seal first had and obtained, or to diminish or alter the Width of the Waterway of the said Canal, or to take or use for the Purposes of the said Railway any Part of the said Canal, or of the Locks, Wharfs, Lay-byes, Towing Path, Bridges, Banks, or other Works belonging to the said Canal or any Part thereof, or any Land belonging to the said Company of Proprietors of the Regent's Canal, without such Consent as aforesaid; and that nothing in this Act or in the said recited Acts contained shall compel the said Company of Proprietors of the Regent's Canal to convey to the said Company hereby incorporated the Fee Simple of the Land belonging to them over and across which and the said Canal the said Bridge and the Works connected therewith are intended to pass, but that

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

that the same shall remain vested in the said Company of Proprietors of the Regent's Canal.

Company
to construct
and keep in
repair the
Bridge
across the
Regent's
Canal.

XXVIII. And be it enacted, That for the Purpose of carrying the Railway hereby authorized to be made over and across the said Canal, and the Towing Path belonging thereto, a Bridge of Brick, Stone, Iron, or Timber shall be constructed, and shall for ever thereafter be maintained in good and substantial Repair, by the Company hereby incorporated, and that no Part of the Arch of such Bridge shall be less than Ten Feet above the Level of the waste Water at the *Salmon Lane* Lock in the said County of *Middlesex*, and that the Space between the Abutments of the said Bridge shall not be less than Seventy Feet in the Clear, measured at Right Angles to the Line of the Canal; and that so far as relates to all necessary Precautions for the Safety of the said Canal and Towing Path, the Water in the said Canal, and the Works connected therewith, and for the permanent Security of the said Bridge, and for preserving a free and uninterrupted Passage along the said Canal and Towing Path, all the Works for the Construction of the said Bridge, and all future Repairs thereof that may be required from Time to Time, shall be done and performed according to Plans and Specifications to be submitted to and approved of by the Engineer for the Time being of the said Company of Proprietors of the Regent's Canal previously to the Commencement of the said Works, and shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer, so that no Obstruction shall be caused to the Boats or Barges passing along the said Canal, or to the Horses towing the same; and that at all Times during the Formation of such Bridge, and any future Repairs thereof, the said Company hereby incorporated shall leave an open and uninterrupted navigable Waterway of the Width of Thirty Feet at least, and Six Feet for the said Towing Path, and of the clear Height of Ten Feet Six Inches, for the free and uninterrupted Passage of Boats and Barges along the said Canal; and in case during the Progress of any such Works any Damage shall be occasioned to the said Canal or Towing Path or other Works the said Company hereby incorporated shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and that if the Works connected with the said Bridge or any Part thereof shall be imperfectly constructed, or if at any Time or Times hereafter the said Bridge or any Part thereof shall be out of repair, or if in sinking the Foundations for the Abutments of the said Bridge or otherwise any Loss of Water or any Obstruction to the Navigation shall occur, and Notice thereof in Writing shall be given by any Agent of the said Company of Proprietors of the Regent's Canal to the said Company hereby incorporated, or their Secretary or other Officer, and in case the said Company hereby incorporated shall not, for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or make good and prevent such Loss of Water, or remove such Obstruction or

Interruption, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the said Company of Proprietors of the Regent's Canal from Time to Time to make good such Construction, to perform such Repairs, to make good and prevent such Loss of Water, or to remove such Obstruction or Interruption, as the Case may require; and the said Company hereby incorporated shall and they are hereby required from Time to Time to pay to the said Company of Proprietors of the Regent's Canal, or to their Treasurer for the Time being, within Fourteen Days after Demand, all the reasonable Costs and Expences which may be incurred by them from Time to Time in and about the Superintendence or Construction of all the herein-before mentioned Works and Repairs.

XXIX. And be it enacted, That the said Bridge and all the Works connected therewith shall be completed within the Period of Twelve Calendar Months from the Day on which the same shall be commenced; and in case it shall happen that the said Bridge and Works shall not be completed within such Period as aforesaid, the Company hereby incorporated shall forfeit and pay to the said Company of Proprietors of the Regent's Canal as and for stipulated Damages the Sum of Twenty Pounds for every Day after that Period until the said Bridge and Works shall be completed; and that if in the Execution of any of the Works by this Act or by any of the said recited Acts authorized to be made, or if by reason or in consequence of any Act, Neglect, or Omission of the Company hereby incorporated, or of their Agents, Servants, or Workmen, or if in sinking the Foundations for the Abutments of the said Bridge, or in consequence of any of the said Works when made, the Water of the Regent's Canal shall leak, escape, or run to waste from the said Canal, the Company hereby incorporated shall forfeit and pay to the said Company of Proprietors of the Regent's Canal the Sum of Ten Pounds as and for stipulated Damages for every Nine thousand Cubic Feet of Water which shall have so leaked, escaped, or run to waste, and in the same Proportion for any greater or less Quantity; and that if by reason of any of the Circumstances or Causes aforesaid it shall happen that the Navigation of the said Regent's Canal, or the Passage along the Towing Path thereof, shall be so obstructed or interrupted as that Boats or other Vessels navigating the said Canal, or the Horses drawing the same, shall be impeded in their Passage, and shall not be able to pass along the said Canal and Towing Path, or either of them, then and in any and every such Case the Company hereby incorporated shall forfeit and pay to the said Company of Proprietors of the Regent's Canal the Sum of Five Pounds as and for stipulated Damages for every Hour during which any and every such Obstruction or Interruption shall continue after Notice thereof to the Company hereby incorporated: Provided always, that if any such Obstruction or Interruption shall continue for the Space of more than Seventy-two consecutive Hours after such Notice, or shall be caused by any wilful Act, Neglect, or Omission on the Part of the Company hereby incorporated, or of any of their Agents, Servants, or Workmen, then and in every such Case the Company hereby incorporated shall pay to the

Bridge, &c.
to be completed in 12
Months.

Penalty on
Railway
Company for
causing Loss
of Water or
Obstruction
in the Navigation of the
Regent's
Canal.

[Local.]

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said

said Company of Proprietors of the Regent's Canal the Sum of Ten Pounds as and for stipulated Damages for every Hour during which such Obstruction or Interruption shall continue.

Regent's
Canal Com-
pany and
others not
to be pre-
cluded from
recovering
special Da-
mage.

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

Prescribing
Manner of,
crossing
Roads,
Streets, &c.

XXXI. And whereas it is intended to construct a Part of the said Railway upon a Viaduct above the Surface Level of the Ground; be it enacted, That all Roads, Streets, public Ways, Courts, and Alleys within the Parish of *Saint Anne* and the Hamlet of *Ratcliffe* in the County of *Middlesex* shall be crossed by Beam Bridges, which shall be so formed and for ever maintained as to leave a clear and open Space for such Roads, Streets, public Ways, Courts, and Alleys of the present Width of the same, including the Footpaths thereof respectively, excepting always the crossing of any Street, Road, or Way, exceeding Thirty Feet in Width, in which Case the Roadway shall be spanned in one clear Arch, and the Footways by other smaller Arches, but the Piers or Pillars shall be so constructed as to give ample Air, Light, and Head-room to the Footways; and that none of the said Bridges shall be less than Eighteen Feet clear in Height from Side to Side, the Piers whereof shall line with the said Roads, Streets, public Ways, Courts, and Alleys so to be crossed as aforesaid, and that the present Level of the said Roads, Streets, public Ways, Courts, and Alleys shall not be in any Manner altered or interfered with, unless in Cases where the Trustees having Jurisdiction over such Streets, Roads, or public Ways shall consent in Writing, through their Clerk or Surveyor, that the said Bridges shall be of less or greater Height than above prescribed, or that the Level of any such Roads, Streets, public Ways, Courts, or Alleys shall be altered; and the said Bridges shall be formed and for ever maintained so as to be Water-proof over the Roads and Footpaths beneath the same, and so as not to inconvenience Passengers by the Percolation or flowing of Water or other Fluids through the same, or any Aperture, Opening, or Interstice therein, any thing in this Act or in the Acts therewith incorporated contained to the contrary thereof notwithstanding.

XXXII. And

XXXII. And whereas by reason of the Exercise of the Powers by this Act granted Deficiencies may arise in the Produce of the Rates made and assessed under and by virtue of Two several Acts of Parliament made and passed in the Twenty-ninth Year of King *George* the Second, and the Fifty-fourth Year of King *George* the Third, intituled respectively *An Act for regulating the Nightly Watch and Beadles, and better enlightening, paving, and cleansing the Streets and other Passages, and repairing the Highways, within the Parishes of Saint John Wapping, Saint Paul Shadwell, the Hamlet of Ratcliffe, the Parish of Saint Anne in the County of Middlesex, and the Precinct of Wellclose in the Liberty of the Tower of London; and An Act for rebuilding the Workhouse of the Parish of Saint Anne Limehouse in the County of Middlesex; and for amending an Act of King George the Second, for regulating the Nightly Watch and Paving, and other Purposes relating to the said Parish*, so far as regards the said Parish of *Saint Anne*, and of Rates made under an Act passed in the Fiftieth Year of the Reign of King *George* the Third, for the Maintenance of the Poor and the Repair of the Highways of the said Hamlet of *Ratcliffe*; be it therefore enacted, That the said Company from and after the passing of this Act, and until the Works hereby authorized to be made shall be completed and assessed to such Rates, shall be subject and liable to be rated and assessed to such Rates in such a Sum of Money as any Lands or Buildings taken or used by the said Company, or become unoccupied by reason of any Act of the said Company, were respectively rated and assessed at in the last Rate made in respect of such Lands or Buildings before the passing of this Act, and shall pay the same Rates accordingly to the Collector appointed to receive the same; and in case of Default in Payment of the said Rates for the Space of Fourteen Days next after Demand in Writing given by the said Collector to the Clerk, Secretary, Treasurer, or other Officer of the said Company, the same may be recovered in the Name of such Collector by Action at Law in any of Her Majesty's Courts of Record at *Westminster*, or in such and the like Manner as the said Rates and Assessments are directed to be recovered in and by the said recited Acts of Parliament of the Twenty-ninth of *George* the Second, and the Fifty-fourth of *George* the Third, or either of them, and of the said Act of the Fiftieth Year of the Reign of His said Majesty.

Company to
make good
Deficiencies
in Rates.

29 G.2. c. 87.

54 G.3. c. 194.

XXXIII. And be it enacted, That it shall not be lawful for the said Company, or any Person acting by or under their Authority, to break or take up or disturb, or cause to be broken or taken up or disturbed, for the Purposes of this Act, any Stones, Ground, Soil, or Pavement in any Road, Highway, Street, Lane, or Place under the Control or Direction of any Trustees having Jurisdiction over Streets, Roads, or Highways for the several Parishes or Districts in or through which the said Railway is intended to pass, unless Notice in Writing of their Intention to break or take up or disturb such Stones, Ground, Soil, or Pavement, signed by the Clerk to the said Company, specifying the Road, Highway, Street, Lane, or Place, and the particular Part of such Road, Highway, Street, Lane, or Place, in which such Stones, Ground, Soil, or Pavement are or is intended to be broken or taken up or disturbed, shall have been given to the Surveyor

Notice to
be given of
breaking up
Ground, &c.

Surveyor to the respective Trustees having the Control of the same, or shall have been left for him at his Office, for the Space of Seven Days at least before such Stones, Ground, Soil, or Pavement, or any Part thereof, shall be broken or taken up or in any way disturbed; and if the said Company, or any Person acting by or under their Authority, shall break or take up or in any way disturb, or cause to be broken or taken up or in any way disturbed, any such Stones, Ground, Soil, or Pavement, without such Notice being given or left as aforesaid, then and in every such Case the said Company shall forfeit and pay to the said respective Trustees having the Control of the Road, Highway, Street, Lane, or Place wherein the same shall or may be situate, or to their Treasurer, Clerk, or Surveyor, or to such other Persons as they may appoint, any Sum not exceeding Five Pounds, and also a further Sum of Forty Shillings for every Square Yard of Stones, Ground, Soil, or Pavement which shall be so broken or taken up or disturbed without such Notice being given or left as aforesaid.

Stones,
Ground, &c.
taken up by
the Com-
pany to be
reinstated at
their Ex-
pence.

XXXIV. And be it enacted, That when and so often as the said Company shall break or take up or disturb or remove the Stones, Ground, Soil, or Channel, Curb or other Pavement, or any Cesspool, Drain, or Grating, in or of any Road, Street, Highway, Lane, or Place within or under the Control of the Trustees having Jurisdiction over such Road, Street, Highway, Lane, or Place, or any Part thereof, for the Purposes of this Act, and it shall be necessary in the Opinion of the said Trustees, or their Surveyor for the Time being, that such Stones, Ground, Soil, or Pavement, Cesspool, Drain, or Grating, or any Part thereof, should be reinstated, or the Pavement of any such Road, Highway, Street, Lane, or Place should be made good, or that any of the Stones, Ground, Soil, or Pavement, Cesspools, Drains, or Gratings, near or contiguous thereto, should be relaid or reinstated, the same shall be reinstated, and placed and made or relaid, in as good State and Condition as the same was or were severally in at the Time of such Stones, Ground, Soil, or Pavement, Cesspool, Drain, or Grating, or any Part thereof, being so broken or taken up or disturbed or removed by and under the Direction of the said Trustees, but nevertheless at the Costs, Charges, and Expences of the said Company, who shall also pay to the said Trustees the Value of any Pavement, Stones, Pebbles, or other Materials which may have been used by the said Trustees in and about the paving of any such Roads, Highways, Streets, Lanes or Places, and which may be taken or used by the said Company; and it shall be lawful for the said Trustees and they are hereby required to give Notice in Writing, signed by their Clerk or Surveyor for the Time being, to the said Company, by leaving the same with the Secretary, Clerk, or other Officer of the said Company for the Time being, of the Sum of Money, Costs, Charges, and Expences which may from Time to Time be paid, laid out, or expended or incurred by or on account of the said Trustees for or in the making good the State and Condition of, or for or in repairing or reinstating all or any of such Part or Parts of the Stones, Ground, Soil, or Pavement, Cesspools, Drains, or Gratings, within the Control and Management of the said Trustees, which shall be so broken or taken up or disturbed or removed by the said Company as aforesaid, or near

or contiguous thereto, to which Notice shall be annexed the Particulars of the Costs, Charges, and Expences thereby or therein incurred; and in case of the Delay of Payment or of the Nonpayment thereof by the said Company for the Space of Fourteen Days next after the Delivery of such Notice, then it shall be lawful for any Two or more of the said Trustees, and they are hereby authorized and empowered, from Time to Time to recover Double the Amount of such Costs, Charges, and Expences of and from the said Company, either by Distress and Sale of the Goods and Chattels of the said Company, by a Warrant under the Hand and Seal of any Justice of the Peace, which Warrant every such Justice is hereby empowered and required to grant upon Proof of the Service of such Notice as aforesaid, and of the Nonpayment of such Costs, Charges, and Expences, by the Oath of the Person who shall have left any such Notice as aforesaid, and of the Person appointed to receive such Costs, Charges, and Expences of the Nonpayment thereof to him, or to recover the same and every Part thereof by an Action or Actions in any Court of Law; and that in any such Proceedings in any such Action or Actions it shall be only necessary for the said Trustees in any such Proceedings or Actions to prove the Service of such Notice, pursuant to the Directions aforesaid, to entitle them to recover by such Proceedings, or by such Action or Actions, from the said Company, double the Amount of such Costs, Charges, and Expences so paid, laid out, or expended by the said Trustees as aforesaid, unless the said Company shall prove on the Trial of such Action or Actions the actual Payment of the full Amount of such Costs, Charges, and Expences, within Fourteen Days after Notice thereof was left as aforesaid, to the Person or Persons thereby authorized to receive the same; and in any such Action no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed.

XXXV. And be it enacted, That the said Company shall not nor will permit or suffer any Materials, Rubbish, or other Matter or Thing to be laid, shot, or placed by any of their Contractors, Agents, or Workmen upon any Roads, Streets, Highways, Lanes, or Places within or under the Control of the Trustees having Jurisdiction over such Roads, Streets, Highways, Lanes, or Places, unless where necessary for the Works of the said Railway, and then so as not to obstruct the passing of Carriages, nor to interfere with one Side of the Footway while the other is obstructed by the Company, if they shall find it necessary to obstruct it for such Works as aforesaid, under the Penalty of Five Pounds for every Day that any Materials, Rubbish, or other Matter or Thing shall be laid, shot, or placed as aforesaid, or any such Obstruction or interfering shall take place, such Penalty to be recovered in like Manner as the Penalty next herein-after mentioned is directed to be recovered; and for the Purpose of preventing Accidents during the Progress of the Works contemplated by this Act the said Company shall and will well and sufficiently guard and protect such Works with Lights, Fences, and Watchmen, and otherwise, under a Penalty of not less than Twenty Shillings nor more than Five Pounds for every Day that such Works shall not be guarded and protected as aforesaid, to be recovered before any Justice of the Peace not being a Shareholder in the said Company, or interested as a

Company not to obstruct Roads, &c., and to guard and protect their Works while in progress.

[*Local.*]

54 H

Trustee

Trustee in any Share thereof, upon Complaint made to such Justice; who shall summon before him the Treasurer, Secretary, Collector, Receiver, Clerk, or other Officer of the said Company, and hear and determine the Matter of such Complaint, and upon Proof of every such Offence shall convict the said Company in such Penalty as the said Justice shall think fit, being not less than Twenty Shillings nor more than Five Pounds for every such Offence.

Company to inclose and hoard in Ground thrown open.

XXXVI. And be it enacted, That the said Company, for the Purpose of preventing Accidents in the Parish of *Saint Anne* in the County of *Middlesex*, shall and will, as the said Works shall proceed, inclose all the Ground thrown open in or by the Construction of the said Railway, and in a Line with the Roads, Streets, Highways, Lanes, or Places in the said Parish, with good strong close Hoarding at least Seven Feet high, and shall and will keep the same from Time to Time so inclosed, and such Hoarding in good and substantial Repair, to the Satisfaction of the Surveyor for the Time being of the Trustees having Control over such Roads, Streets, Highways, Lanes, or Places, under the Penalty of Five Pounds for every Day that such Hoarding shall not be put up and continued in such Repair as aforesaid, to be recovered in like Manner as Penalties are by this Act directed to be recovered against the said Company in case of Neglect by them in guarding and protecting their Works while in progress, any thing in this Act or the Acts therewith incorporated to the contrary thereof notwithstanding.

Saving the Rights of the Limehouse Conjunct Trustees.

XXXVII. And be it enacted, That nothing in this Act contained shall extend or be deemed or be construed to extend to prejudice, diminish, alter, interfere with, affect, or take away any of the Rights, Privileges, Powers, Jurisdiction, or Authority vested in the *Limehouse Conjunct Trustees* acting in execution of the Acts of Parliament of the Twenty-ninth Year of the Reign of King *George* the Second, Chapter Eighty-seven, and the Fifty-fourth Year of the Reign of King *George* the Third, Chapter One hundred and ninety-four, or either of them, but that all the Rights, Privileges, Powers, Jurisdiction, and Authority vested in them shall be as good, valid, and effectual as if this Act had never been made.

Lands for additional Stations.

XXXVIII. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Twelve Acres.

Period within which Lands are to be purchased.

XXXIX. And be it enacted, That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

XL. And be it enacted, That the Railway shall be completed within Five Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the recited Acts granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

XLI. And

XLI. And be it enacted, That it shall be lawful for the Company to demand any Tolls for the Use of the Railway, not exceeding the following; (that is to say,) Tolls:

1. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows: Tonnage on Articles of Merchandize.

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, (such Articles being hereafter referred to by the Letter A.,) *per Ton per Mile* not exceeding One Penny Halfpenny; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandize, (such Matters and Things being hereafter referred to by the Letter B.,) *per Ton per Mile* not exceeding Two-pence Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Penny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, (such Matters and Things being hereafter referred to by the Letter C.,) *per Ton per Mile* Four-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Two-pence:

For all Cotton and other Wools, manufactured Goods, and all other Wares, Merchandize, Fish, Articles, Matters, or Things, (such Matters and Things being hereafter referred to by the Letter D.,) *per Ton per Mile* not exceeding Four-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding Two-pence:

And for every Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per Mile* not exceeding Sixpence:

And a like Sum of Two-pence *per Mile* for every additional Quarter of a Ton or fractional Part of a Ton which any such Carriage may weigh:

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows: Tolls for Passengers or Cattle.

For any Person conveyed in or upon any such Carriage, *per Mile* not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny Halfpenny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per Mile* not exceeding Three-pence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny:

For

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing.

Tolls for propelling Power.

XLII. And be it enacted, That the Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed Two-pence *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

XLIII. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Six Miles the Company may demand, in addition to the prescribed Tolls for Conveyance, a reasonable Charge for the Expence of stopping, loading, and unloading:

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a fractional Part of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

Tolls for small Parcels and great Weights.

XLIV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) the Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons, but shall not exceed Eight Tons, the Company may demand such Sum as they may think fit, not exceeding Sixpence *per* Ton *per* Mile:

For

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

XLV. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First Class Passengers, Sixty Pounds in Weight for Second Class Passengers, and Forty Pounds in Weight for Third Class Passengers, without any Charge being made for the Carriage thereof. Passengers Luggage.

XLVI. Provided always, and be it enacted, That, notwithstanding any thing herein-before contained, the maximum Charges to be made by the Company in respect of all the Tolls and Charges for the Use of the Railway and Carriage, and for the Power on the Railway, shall in no Case exceed the Sums following; (that is to say,) Maximum Rate of Charges for Goods and Passengers.

In respect of the Tonnage of Articles conveyed upon the Railway or any Part thereof, as follows:

For all Matters herein-before mentioned as to be referred to by the Letter A., Two-pence *per Ton per Mile*:

For all Matters referred to by the Letter B., Three-pence Half-penny *per Ton per Mile*:

For all Matters referred to by the Letter C., Sixpence *per Ton per Mile*:

For all Matters referred to by the Letter D., Sixpence *per Ton per Mile*:

In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in a First Class Carriage, Three-pence *per Mile*:

In a Second Class Carriage, Two-pence *per Mile*:

In a Third Class Carriage, One Penny *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, Four-pence *per Mile*:

For every Calf or Pig, Sheep, Lamb, or other small Animal, One Penny Halfpenny *per Mile*:

Provided always, that nothing herein-before contained shall extend to any Case in which any special or extra Train may be required and allowed by the Company.

XLVII. And whereas the Railway by this Act authorized to be made might be worked by the *London and Blackwall* Railway Company with greater Economy and Convenience to the Public than by the Company by this Act incorporated; be it therefore enacted, That it shall be lawful for the said last-mentioned Company, with the Consent of Three Fifths of the Proprietors present, personally or by Proxy, at a Special General Meeting to demise or lease for such Term of Years, and for such Consideration or annual Rent or Reservations, and generally upon such Terms and Conditions, as such Company shall think proper, the said Railway, with the several Works by this Act authorized to be made, unto the said *London and Blackwall* Railway Company, Power to lease the Railway to the London and Blackwall Railway Company.

Company, and the said *London and Blackwall* Railway Company are hereby authorized, with the Approbation of the Court of Directors of the said last-mentioned Company, to enter into and accept such Lease.

London and Blackwall Railway Company may purchase the Line.

XLVIII. And be it enacted, That it shall be lawful also for the said *London and Blackwall* Railway Company, by and with the Authority of Three Fifths of the Proprietors who may be present, either personally or by Proxy, at some General Meeting of the said last-mentioned Company specially convened for the Purpose, to purchase, and for the Company by this Act incorporated by and with a like Authority on the Part of the Proprietors in the said last-mentioned Company to sell and transfer, the Undertaking by this Act authorized, or any Share or Interest therein, to the said *London and Blackwall* Railway Company, and whether before or after the Completion thereof (but subject to any existing Mortgages, Contracts, Agreements, or Liabilities affecting the same), and on the Completion of such Purchase, of which Completion a Transfer or Conveyance under the Corporate Seal of the Company hereby incorporated shall be sufficient Evidence, the said *London and Blackwall* Railway Company may have and hold the said Undertaking, or the Share therein purchased by them, and use, exercise, and enjoy, or participate in the Use, Exercise, and Enjoyment of all the Rights, Powers, and Privileges conferred by this Act on the said Company hereby incorporated; and for such Purpose it shall be lawful for the said *London and Blackwall* Railway Company, if they see fit, by and with such Authority as aforesaid, to create such an additional Number of Shares, and to borrow such Sum of Money, as may be necessary for completing such Purchase, or for constructing and working the said Railway by this Act authorized, provided the Amount to be raised by such additional Shares shall not exceed the Amount of Capital by this Act authorized to be raised for the Purposes of the said Undertaking, and that the Money so to be borrowed shall not exceed One Third the Amount of such Capital, and that no Money whatever shall be borrowed until One Half of the Money so authorized to be raised by Shares shall have been actually paid up: Provided always, that in the event of the whole of the Undertaking by this Act authorized being purchased by the said *London and Blackwall* Railway Company, then from and after the Completion of such Purchase the Company by this Act incorporated shall be dissolved and cease to exist, save and except as to the general Settlement of the Affairs of the said Company; and all Powers and Authorities which may become vested in the said *London and Blackwall* Railway Company by virtue of such Purchase may be exercised by them, and the Corporate Seal of the said *London and Blackwall* Railway Company used when necessary in reference thereto, in like Manner as though the said Undertaking formed Part of the said *London and Blackwall* Railway, and the said *London and Blackwall* Railway Company had been originally authorized to carry the same into effect in lieu of the said Company hereby incorporated.

Saving Rights of Lord Mayor, &c. of London.

XLIX. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, or Privileges of the Mayor and Commonalty

monalty 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.

L. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament; and for other Purposes in relation to Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railway or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railway and Company so far as the same shall be applicable thereto.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., and 7 & 8 Vict. c. 85.

LI. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Provision for future general Railway Acts.

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

Public Act.

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